

# Attachment J

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**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
KITCHELL/CEM, INC.**

**THIS AMENDMENT NO. 1** to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kitchell/CEM, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into an Agreement with County on May 12, 2014 (hereinafter, "Agreement") to provide on-call services over \$100,000 for architectural and engineering design services for various correctional projects located in Monterey County, California (hereinafter, "services"); and

**WHEREAS**, the County has a continued need services; and

**WHEREAS**, the Parties negotiated new hourly and reimbursable rates effective January 15, 2016 through the end of the initial term of the Agreement, requiring revision to Attachment K, Fee Schedule; and

**WHEREAS**, the Parties wish to amend the Agreement to revise the Fee Schedule.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1.1 of Section 1.0, "Performance of the Agreement", effective January 15, 2016, to delete "This AGREEMENT with Attachment K: Fee Schedule/Pricing Sheet" and to add "This AGREEMENT with Attachment K-1: Revised Fee Schedule".
2. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 5.0, Invoices and Purchase Orders, of the Agreement. All invoices shall reference the Agreement Multi-Year Agreement number (#MYA 3000 \*1205), project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

Amendment No. 1 to Agreement  
Kitchell/CEM, Inc.  
On-Call Services Over \$100,000 for Architectural and Engineering Design Services  
for Various Correctional Projects (RFQ #10458)  
RMA – Public Works – Architectural Services  
Term: May 12, 2014 – May 12, 2017  
Not to Exceed: \$5,000,000

3. In all places within the Agreement, any reference to "Attachment K, Fee Schedule" or "Attachment K, Fee Schedule/Pricing Sheet" is hereby replaced with "Attachment K-1, Revised Fee Schedule" effective January 15, 2016. CONTRACTOR shall be paid based on the revised Fee Schedule in Attachment K-1 for work performed effective January 15, 2016.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Agreement  
Kitchell/CEM, Inc.  
On-Call Services Over \$100,000 for Architectural and Engineering Design Services  
for Various Correctional Projects (RFQ #10458)  
RMA – Public Works – Architectural Services  
Term: May 12, 2014 – May 12, 2017  
Not to Exceed: \$5,000,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_ Kitchell/CEM, Inc.  
Contractor's Business Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_  
1/13/2016

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

By: \_\_\_\_\_  
Deputy County Counsel

Its: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
1/13/2016

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 1 to Agreement  
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RMA -- Public Works -- Architectural Services  
Term: May 12, 2014 -- May 12, 2017  
Not to Exceed: \$5,000,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR\*

By: *Rebecca Wilson*  
Contracts/Purchasing Officer

Kitchell/CEM, Inc.  
Contractor's Business Name

Date: 1/20/2016

By: *[Signature]*  
(Signature of Chair, President or Vice President)

Its: Russell Fox, President  
(Print Name and Title)

Date: 1/13/2016

Approved as to Form and Legality  
Office of the County Counsel

By: *Michael Busselman*  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

By: *Cynthia S. Olson*  
Deputy County Counsel

Its: Michael Busselman, Asst. Secretary  
(Print Name and Title)

Date: 1-13-16

Date: 1/13/2016

Approved as to Fiscal Provisions

By: *[Signature]*  
Auditor/Controller

Date: 1-13-16

Approved as to Indemnity and Insurance Provisions

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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# ATTACHMENT K-1 – REVISED FEE SCHEDULE

Effective January 15, 2016

## Hourly Rates

CONTRACTOR's Staff	FY 2016	2017
Project Executive	\$229	\$236
Engineering Manager	\$203	\$209
Senior Project Manager	\$193	\$199
Project Manager	\$149	\$153
Senior Registered Architect	\$149	\$153
Security Specialist	\$149	\$153
Structural Engineer	\$149	\$153
Civil Engineer	\$149	\$153
Mechanical Engineer	\$139	\$143
Electrical Engineer	\$139	\$143
Commissioning Agent	\$139	\$143
Registered Architect	\$128	\$132
Senior Estimator	\$128	\$132
Senior Scheduler	\$128	\$132
CMMS Program Manager	\$109	\$112
Technical Services Manager	\$109	\$112
CAD/BIM Manager	\$105	\$108
Designer	\$105	\$108
Estimator	\$101	\$104
Scheduler	\$101	\$104
Stationary Building Engineer	\$098	\$101
Electronics/Security Technician	\$093	\$096
HVAC Technician	\$088	\$091
CAD/BIM Operator	\$080	\$082
Building Maintenance Technician	\$076	\$078
Clerical	\$075	\$077

Hourly rates include salary cost, general and administrative expense, and overhead and profit for the initial term of the Agreement.

Cost of work and equipment provided by sub-contractors or sub-consultants to CONTRACTOR shall be negotiated and mutually agreed upon by the County and CONTRACTOR for each Delivery Order issued under this Agreement.

Sub-contractor or sub-consultant costs will be marked up by 10% to cover CONTRACTOR's cost of administration.

## Reimbursable Expenses

- Reproduction Charges Direct Cost + 10%
- Communication Direct Cost + 10%
- Travel Outside CONTRACTOR's Home Office Direct Cost + 10%

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