

**MODIFICATION AND AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KITCHELL/CEM, INCORPORATED**

THIS MODIFICATION AND AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kitchell/CEM, Incorporated (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 8, 2012 (hereinafter, "Agreement"); and

WHEREAS, additional funding is necessary to allow for continued consultant management services for on-call facilities, architecture and engineering services and landscape architecture design services to complete the requirements for final Assembly Bill (AB) 900 Phase II funding approval for the Jail Housing Addition and to complete the 20 E. Alisal Street 2nd Floor Tenant Improvements; and

WHEREAS, CONTRACTOR assigned additional staff for the Jail Housing Addition and the 20 E. Alisal Street 2nd Floor Tenant Improvements projects; and

WHEREAS, CONTRACTOR's original Hourly Rates require an update to indicate the additional assigned staff and associated hourly rates for the Jail Housing Addition and the 20 E. Alisal Street 2nd Floor Tenant Improvements; and

WHEREAS, the Parties wish to modify and amend the Agreement (as it relates to the Jail Housing Addition and the 20 E. Alisal Street 2nd Floor Tenant Improvement projects) to increase the amount by \$284,550 and to update the Hourly Rates for the Jail Housing Addition and the 20 E. Alisal Street 2nd Floor Tenant Improvements projects to allow CONTRACTOR to continue to provide services identified in the Agreement and as modified and amended by this Modification and Amendment No. 1.

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

1. Amend the second sentence of Paragraph 2, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$384,550.

2. Amend Paragraph 4, "Additional Provisions/Exhibits", to read as follows:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit A-1 Scope of Services/Payment Provisions for the Jail Housing Addition and the 20 E. Alisal Street 2nd Floor Tenant Improvements
Exhibit C Incorporation of Request for Qualifications (RFQ) #10249 and Proposal Documents

3. In all places within the Agreement, any reference to Exhibit B – Federal Provisions, is hereby deleted.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Modification and Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Modification and Amendment No. 1 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

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

By: _____
Deputy County Counsel

Date: 10/31/2012

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 10/31/12

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

Kitchell/CEM, Incorporated

Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: Russell A. Fox,
President
(Name and Title)

Date: 10/30/2012

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Assistant Treasurer)

Its: Michael A. Bruggeman,
Assistant Secretary
(Name and Title)

Date: 10/30/2012

*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.

**EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS FOR THE
JAIL HOUSING ADDITION AND THE
20 E. ALISAL STREET 2ND FLOOR TENANT IMPROVEMENTS**

The County of Monterey (County) seeks to continue consultant management services to assist in completing the following two projects. The consultant will assist with the following tasks:

20 E. Alisal Street 2nd Floor Tenant Improvements:

- Manage the completion of construction documents for tenant build-out and mechanical equipment replacement for phase II, 95% document reviews, permit approvals, prepare board reports for approval to bid and award, follow through with construction activities and project close-out.
- Provide technical and construction management support for real property tenant improvements.
- Coordinate building plan reviews with the appropriate County Departments and local municipalities.

Jail Housing Addition:

- Assist with parcelizing the existing property and obtaining appraisals for the Fair Market Rental Value to determine the mix of properties needed to clear the COPs from the Jail parcel.
- Work with the County Real Property Specialist and County Debt Manager and support other identified consultants to identify existing encumbrances at potential sites and develop a plan to free the recommended site from encumbrance and achieve site assurance.
- Assist the County in packaging services and negotiating contacts with consultants or packaging services to be performed by County staff to reduce project cost.
- Provide project management and facility planning support for the AB900 Grant effort.
- Prepare and administer Professional Service Agreements in accordance to the County's requirements for engineering and architectural services, surveying, real estate, construction management, and additional project support.
- Provide direct liaison between the Sheriff and RMA/DPW to define facility requirements and identify potential site options as may be required to satisfy the needs of the Sheriff's Department, public acceptability and political approval.

**EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS FOR THE
JAIL HOUSING ADDITION AND THE
20 E. ALISAL STREET 2ND FLOOR TENANT IMPROVEMENTS**

- Coordinate Public Outreach activities with the Public Affairs Representative, Sheriff Department, Board of Supervisors, City Councils and support other identified consultants during CEQA implementation and project siting effort.
- Assist with the multiple parts that make up due diligence, title report and vesting documents, appraisal report, records search, unrecorded rights search and title exceptions map submitted by due date of January 19, 2013; complete due diligence for submittal to BSCC by mid-June 2013; and package services for outside Appraisal Company under County master agreements.
- Assist the County in meeting the BSCC's requirement for initiation of the CEQA process by December 10, 2012 and completion of the CEQA process by end of May 2013.
- Assist the County with submittal of scope, cost and schedule for project approval to the State Public Works Board by August 9, 2013.

The County anticipates that the management assistance services will be needed full time thru August 9, 2013, with three (3) days on-site at the County Government Center, 168 West Alisal Street, Salinas, CA.

Services provided under this Modification and Amendment No. 1 to the Agreement shall not exceed the amount of \$284,550 for the Jail Housing Addition and the 20 E. Alisal Street 2nd Floor Tenant Improvements. Services provided under this Modification and Amendment No. 1 to the Agreement shall be provided on a time and materials basis based on the Hourly Rates included in Exhibit A - Scope of Services/Payment Provisions of the Agreement and the additional assigned staff and associated hourly rates as listed below.

<u>Additional Staff</u>	<u>Hourly Rate</u>
Project Executive	\$210.00
Senior Project Manager	\$175.00