

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KITCHELL/CEM, INCORPORATED**

THIS AMENDMENT NO. 2 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, Agreement was modified and amended by the Parties on November 7, 2012 (hereinafter, "Modification and Amendment No. 1"); and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services associated with on-call facilities, architecture and engineering services, and landscape architecture design services to complete the San Lucas Branch Library; and

WHEREAS, the Parties wish to further amend the Agreement (as it relates to the San Lucas Branch Library project) to extend the term to October 31, 2014 and increase the amount by \$57,183 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to 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 \$441,733.
2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from February 6, 2012 to October 31, 2014, unless sooner terminated pursuant to the terms of this Agreement.
3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions for the San Lucas Branch Library".

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Amendment No. 2 to Professional Services Agreement
Kitchell/CEM, Incorporated
On-Call Facilities, Architecture and Engineering Services and Landscape Architecture Design Services
RMA - Public Works
Term: February 6, 2012 - October 31, 2014
Not to Exceed: \$441,733.00

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 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 Amendment No. 2 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: 4/3/2013

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 4-2-13

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: SR. VICE PRESIDENT
(Name and Title)

Date: 4/1/2013

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

Its: ASST. SECRETARY
(Name and Title)

Date: 4/1/2013

David Giannelli, Sr. VP
Michael Bruggeman, Asst. Sect.

*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-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR THE SAN LUCAS BRANCH LIBRARY**

San Lucas Library Add Service Scope of Work

Task 1: Leadership in Energy and Environmental Design (LEED) version 3.0 Silver Coordination.

- 1.1 Develop scorecard to identify potential LEED credits to achieve Silver rating.
- 1.2 Kitchell will develop LEED Owner Project Requirement (OPR)
- 1.3 Kitchell will facilitate Eco-charrette meeting with the County to identify potential credits.
- 1.4 Kitchell will provide calculations as needed to provide water usage, energy savings etc. applicable to LEED credits.
- 1.5 Kitchell will facilitate monthly meetings with the Contractor and Owner to maintain LEED credits by phone.

Task 2: LEED Implementation.

- 2.1 Revise plans to incorporate LEED credits applicable to building elements based on the scorecard developed at the eco-charrette.
- 2.2 Revise specifications to incorporate LEED credits applicable to building elements based on the scorecard developed at the eco-charrette.
- 2.3 Update estimate to reflect additional cost due to LEED requirements.
- 2.4 Establish Basis of Design (BOD) for all the materials for the applicable credits.
- 2.5 Prepare, manage and submit documents to the United States Green Building Council (USGBC) for certification.

Task 2A: Incorporate Add Alternates.

- 2.6 Revise plan and specifications to incorporate trellis as part of the base bid instead of add alternates.
- 2.7 Revise design current plan to incorporate landscaping. Specify planting and design irrigation.

Task 3: LEED Commissioning.

- 3.1 Provide enhanced commissioning services.
- 3.2 Develop commissioning plan.
- 3.3 Review OPR and BOD.
- 3.4 Review the design and prepare a report
- 3.5 Review contractor submittals
- 3.6 Develop pre-functional checklist.
- 3.7 Develop functional checklist.
- 3.8 Commissioning agent will facilitate meeting with the Contractor on site.
- 3.9 Commissioning agent will witness installation of the designed equipment.
- 3.10 Commissioning agent will witness functional testing of the equipment.
- 3.11 Prepare commissioning report.
- 3.12 Facilitate a warranty walk-thru / Verify completion of training
- 3.13 Prepare and provide a systems manual

Task 4: Photovoltaic (PV) System Sizing and Design.

- 4.1 Gather utility cost information from the County.
- 4.2 Analyze electric use of an existing Library of the same size.
- 4.3 Provide criteria for the type of PV that will provide the best return of investment commensurate with the electrical power savings.
- 4.4 Present the County with recommendations.

**EXHIBIT A-2 -- SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR THE SAN LUCAS BRANCH LIBRARY**

- 4.5 Assist the County in submitting for utility rebates.
- 4.6 Develop functional checklists.
- 4.7 Develop design criteria for submittal to the building department.
- 4.8 Integrate the PV system into the building electrical system.
- 4.9 Address plan review comments.
- 4.10 Additional review of submittals and respond to vendor's RFI.

Task 5: Additional (Optional) County costs anticipated not included in our fee

- 5.1 LEED registration and certification fees
- 5.2 LEED Formal Inquiry fees
- 5.3 LEED Plaque

Notes:

Funds designated as optional tasks must be pre-approved by the County of Monterey-RMA-PW Project Manager prior to use.

Services shall be completed no later than October 31, 2014 or additional compensation will be due the architect at the rates set forth in the PSA on a time and material basis or by written agreement between the parties.

Expenses:

Travel Expenses, Printing Expenses, Insurance etc.

Contractor's Initials
Date
4/11/13

AGGREGATE SCHEDULE OF PAYMENT PROVISIONS
FOR THE SAN LUCAS BRANCH LIBRARY

San Lucas Library

Attachment A

Contractor's Initials
Date
4/13/13

Task #	Description	Hourly Rate	Senior Architect	Senior Architect	Will Engineer	Structural Eng	Mech Eng	Elec Eng	Senior Estimator	CD Operator	Total Hrs	Total Fee
San Lucas Library Additional Scope												
1	Landable in Energy and Environmental Design (LEED) Coordination	\$ 130	1	1	1	1	1	1	1	1	11	\$ 1,270
1.1	Develop LEED strategy		1	1	1	1	1	1	1	1	11	\$ 1,270
1.2	Assist the County in the preparation of Owner Project Requirements (OPR)		1	1	1	1	1	1	1	1	11	\$ 1,270
1.3	Facilitate an eco-charrette with County stakeholders		1	1	1	1	1	1	1	1	11	\$ 1,270
1.4	Facilitate monthly LEED coordination meetings		1	1	1	1	1	1	1	1	11	\$ 1,270
1.5	Facilitate monthly LEED coordination meetings		1	1	1	1	1	1	1	1	11	\$ 1,270
Subtotal Task 1												\$ 3,370
2	LEED Implementation		1	1	1	1	1	1	1	1	11	\$ 1,270
2.1	Revise plans to incorporate LEED required elements		1	1	1	1	1	1	1	1	11	\$ 1,270
2.2	Revise specs to incorporate LEED coordination and submittal requirements		1	1	1	1	1	1	1	1	11	\$ 1,270
2.3	Update the project estimate to include LEED implementation elements		1	1	1	1	1	1	1	1	11	\$ 1,270
2.4	Prepare Basis of Design (BOD) documents		1	1	1	1	1	1	1	1	11	\$ 1,270
2.5	Prepare documents for registration to US Green Building Council (USGBC)		1	1	1	1	1	1	1	1	11	\$ 1,270
Subtotal Task 2												\$ 1,515
2A	Incorporate Add Alternatives		1	1	1	1	1	1	1	1	11	\$ 1,270
2.6	Revise plans to incorporate trails design as base bid		1	1	1	1	1	1	1	1	11	\$ 1,270
2.7	Revise plan to incorporate landscaping/ground cover at parking		1	1	1	1	1	1	1	1	11	\$ 1,270
Subtotal Task 2A												\$ 740
3	LEED Commissioning		1	1	1	1	1	1	1	1	11	\$ 1,270
3.1	Provide enhanced commissioning		1	1	1	1	1	1	1	1	11	\$ 1,270
3.2	Develop a commissioning plan		1	1	1	1	1	1	1	1	11	\$ 1,270
3.3	Document review of OPR and BOD documents		1	1	1	1	1	1	1	1	11	\$ 1,270
3.4	Review the design and prepare a report		1	1	1	1	1	1	1	1	11	\$ 1,270
3.5	Review contractor submittals		1	1	1	1	1	1	1	1	11	\$ 1,270
3.6	Develop pre-functional checklists		1	1	1	1	1	1	1	1	11	\$ 1,270
3.7	Develop functional checklists		1	1	1	1	1	1	1	1	11	\$ 1,270
3.8	Witness installation of selected equipment		1	1	1	1	1	1	1	1	11	\$ 1,270
3.9	Witness functional testing of equipment		1	1	1	1	1	1	1	1	11	\$ 1,270
3.10	Witness the functional testing of equipment		1	1	1	1	1	1	1	1	11	\$ 1,270
3.11	Prepare a Commissioning Report		1	1	1	1	1	1	1	1	11	\$ 1,270
3.12	Facilitate a warranty walk-thru / Verify completion of training		1	1	1	1	1	1	1	1	11	\$ 1,270
3.13	Prepare and provide a systems manual		1	1	1	1	1	1	1	1	11	\$ 1,270
Subtotal Task 3												\$ 2,000
4	PV Sizing and System Design		1	1	1	1	1	1	1	1	11	\$ 1,270
4.1	Gather utility cost information		1	1	1	1	1	1	1	1	11	\$ 1,270
4.2	Analyze electric use of selected equipment		1	1	1	1	1	1	1	1	11	\$ 1,270
4.3	Provide recommendation of PV type & array size required, and costs		1	1	1	1	1	1	1	1	11	\$ 1,270
4.4	Coordinate approval of recommendation(s) from County		1	1	1	1	1	1	1	1	11	\$ 1,270
4.5	Obtain the County in submitting for utility rebates		1	1	1	1	1	1	1	1	11	\$ 1,270
4.6	Obtain the County in submitting for utility rebates		1	1	1	1	1	1	1	1	11	\$ 1,270
4.7	Provide PV system drawings		1	1	1	1	1	1	1	1	11	\$ 1,270
4.8	Integrate the PV system into the building system		1	1	1	1	1	1	1	1	11	\$ 1,270
4.9	Address plan review comments		1	1	1	1	1	1	1	1	11	\$ 1,270
4.10	Review submittals/respond to RFI's		1	1	1	1	1	1	1	1	11	\$ 1,270
Subtotal Task 4												\$ 2,000
5	Optional Task:		1	1	1	1	1	1	1	1	11	\$ 1,270
5.1	LEED Registration & Certification		1	1	1	1	1	1	1	1	11	\$ 1,270
5.2	Register for LEED (OR's \$20/credit allowance for 2 credits)		1	1	1	1	1	1	1	1	11	\$ 1,270
5.3	LEED Pre-Construction Meeting		1	1	1	1	1	1	1	1	11	\$ 1,270
Subtotal Task 5												\$ 2,000
Total Hours per Discipline												\$ 11,375
Total Fee Per Discipline												\$ 10,780
Expenses												\$ 57,183
Grand Total Tasks 1, 2A, 3, 4, and 5												\$ 11,375
Contract Remaining												\$ 4,818
"Quick-Start" Items												\$ 10,780