

Attachment A

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**AMENDMENT NO. 7
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KITCHELL/CEM, INC.**

THIS AMENDMENT NO. 7 to Agreement No. A-12664 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 Agreement No. A-12664 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 (hereinafter, "services") through May 12, 2017 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$5,000,000; and

WHEREAS, Agreement was amended by the Parties on January 20, 2016 (hereinafter, "Amendment No. 1", including Attachment K-1, Revised Fee Schedule effective January 15, 2016) to update the Fee Schedule with no term extension and no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 15, 2017 (hereinafter, "Amendment No. 2", including Attachment K-2, Revised Fee Schedule effective July 1, 2017) to update the Fee Schedule and to extend the term for one (1) additional year through May 12, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 9, 2018 (hereinafter, "Amendment No. 3", including Attachment K-3, Revised Fee Schedule effective July 1, 2018) to update the provisions of the Agreement, to update the Fee Schedule, and to extend the term for one (1) additional year through May 12, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 13, 2019 (hereinafter, "Amendment No. 4") to extend the term for approximately two (2) additional months through June 30, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 28, 2019 (hereinafter, "Amendment No. 5") to extend the term for four (4) additional months through October 31, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on October 29, 2019 (hereinafter, "Amendment No. 6") to extend the term for five (5) additional months through March 31, 2020 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10458; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services and to allow County staff to prepare and process a new RFQ; and

WHEREAS, CONTRACTOR's Fee Schedule requires an update effective April 1, 2020; and

WHEREAS, the Parties wish to further amend the Agreement to update the Fee Schedule effective April 1, 2020 and to extend the term for fifteen (15) additional months to June 30, 2021 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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

1. Amend Paragraph 1.1 of Section 1.0, Performance of the Agreement, to delete "This AGREEMENT with Attachment K-3: Revised Fee Schedule, effective July 1, 2018" and add "This AGREEMENT with Attachment K-4: Revised Fee Schedule, effective April 1, 2020".
2. In all places within the Agreement, any reference to Attachment K-3: Revised Fee Schedule, effective July 1, 2013 is hereby replaced with Attachment K-4: Revised Fee Schedule, effective April 1, 2020.
3. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT, May 12, 2014, through and including June 30, 2021.

4. 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 4.0, "Compensation and Payments", of the AGREEMENT. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3000*1205), Project Name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

5. Amend County information in Paragraph 21.2 of Section 21.0, "Notices", to read as follows:

TO COUNTY:

Florence Kabwasa-Green

Project Manager III

County of Monterey

Resource Management Agency – Public Works, Parks & Facilities

1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

Phone: (831) 755-4805

Fax: (831) 755-4958

Email: kabwasa-greenfa@co.monterey.ca.us

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 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)

Approved as to Form and Legality
Office of the County Counsel
Leslie J. Girard, County Counsel

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

Date: 03/09/2020

By: _____
Mary Grace Perry
Deputy County Counsel

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

Date: _____

Its: MICHAEL BRUGGEMAN / ASST SECRETARY
(Print Name and Title)

Approved as to Fiscal Provisions

Date: 3/5/2020

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 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)

Approved as to Form and Legality
Office of the County Counsel
Leslie J. Girard, County Counsel

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

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 03/09/2020

Date: 3-10-2020

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

Its: MICHAEL BRUGGEMAN / ASST SECRETARY
(Print Name and Title)

Approved as to Fiscal Provisions
By: _____
Auditor/Controller

Date: 3/5/2020

Date: 3/11/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

ATTACHMENT K-4: REVISED FEE SCHEDULE

Effective April 1, 2020

CONTRACTOR'S Staff	Fiscal Year* 2020 Hourly Rates	Fiscal Year* 2021 Hourly Rates
Project Executive	\$258.00	\$266.00
Engineering Manager	\$228.00	\$235.00
Senior Project Manager	\$217.00	\$224.00
Project Manager	\$168.00	\$173.00
Senior Registered Architect	\$168.00	\$173.00
Security Specialist	\$168.00	\$173.00
Structural Engineer	\$168.00	\$173.00
Civil Engineer	\$168.00	\$173.00
Mechanical Engineer	\$156.00	\$161.00
Electrical Engineer	\$156.00	\$161.00
Commissioning Agent	\$156.00	\$161.00
Registered Architect	\$144.00	\$148.00
Senior Estimator	\$144.00	\$148.00
Senior Scheduler	\$144.00	\$148.00
CMMS Program Manager	\$123.00	\$127.00
Technical Services Manager	\$123.00	\$127.00
CAD/BIM Manager	\$117.00	\$121.00
Designer	\$117.00	\$121.00
Estimator	\$113.00	\$116.00
Scheduler	\$113.00	\$116.00
Stationary Building Engineer	\$110.00	\$113.00
Electronics/Security Technician	\$105.00	\$108.00
HVAC Technician	\$99.00	\$102.00
CAD/BIM Operator	\$91.00	\$94.00
Building Maintenance Technician	\$85.00	\$88.00
Clerical	\$84.00	\$87.00

*Fiscal Year = July 1 - June 30

Hourly rates include salary cost, general and administrative expense, and overhead and profit.

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 Current Standard IRS Rate