

# Attachment K

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

**THIS AMENDMENT NO. 2** 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 (hereinafter, "services") through May 12, 2017 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) to update the Fee Schedule effective January 15, 2016 with no term extension and with no associated dollar amount increase; and

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

**WHEREAS**, CONTRACTOR's Fee Schedule requires an update effective July 1, 2017; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to May 12, 2018 and to update the Fee Schedule effective July 1, 2017 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. 2.

**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-1: Revised Fee Schedule, effective April 26, 2017" and add "This AGREEMENT with Attachment K-2: Revised Fee Schedule, effective July 1, 2017".
2. In all places within the Agreement, any reference to Attachment K-1: Revised Fee Schedule, effective April 26, 2017 is hereby replaced with Attachment K-2: Revised Fee Schedule, effective July 1, 2017.
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 May 12, 2018, with the option to extend the AGREEMENT for one (1) additional one (1) year period.

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 5.0, Invoices and Purchase Orders, of the AGREEMENT. All invoices shall reference the AGREEMENT 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:

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

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

5. Amend Paragraph 5.2 of Section 5.0, "Invoices and Purchase Orders", to delete the first sentence.
6. Amend Paragraph 21.2 of Section 21.0, "Notices", to read as follows:

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Donald D. Searle  
Acting Chief of Public Works and Facilities  
County of Monterey, Resource Management Agency  
1441 Schilling Place – South, 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Phone: (831) 755-4800  
Fax: (831) 755-4958  
Email: [searledd@co.monterey.ca.us](mailto:searledd@co.monterey.ca.us)

TO CONTRACTOR:

Gordon Rogers  
Regional Executive  
Kitchell/CEM, Inc.  
2450 Venture Oaks Drive, Suite 500  
Sacramento, California 95833  
Phone: (916) 648-9700  
Fax: (916) 648-3534  
Email: [grogers@kitchell.com](mailto:grogers@kitchell.com)

7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 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: DAVID GIANNELLI, Sr. Vice President  
(Print Name and Title)

Date: 5/8/2017

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

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

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

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

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

Date: 5/10/2017

**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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 5/5/17

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

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Date: 5-11-17

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 5/11/17

**Approved as to Indemnity and Insurance Provisions**

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

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

**CONTRACTOR\***

Kitchell/CEM, Inc.  
Contractor's Business Name

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

Its: DAVID GIANELLI SR. VICE PRESIDENT  
(Print Name and Title)

Date: 5/8/2017

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

Its: Michael Bruggeman, ASST SECRETARY  
(Print Name and Title)

Date: 5/10/2017

\*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.

## ATTACHMENT K-2: REVISED FEE SCHEDULE

Effective July 1, 2017

CONTRACTOR's Staff	Fiscal Year* 2018 Hourly Rates
Project Executive	\$243.00
Engineering Manager	\$215.00
Senior Project Manager	\$205.00
Project Manager	\$158.00
Senior Registered Architect	\$158.00
Security Specialist	\$158.00
Structural Engineer	\$158.00
Civil Engineer	\$158.00
Mechanical Engineer	\$147.00
Electrical Engineer	\$147.00
Commissioning Agent	\$147.00
Registered Architect	\$136.00
Senior Estimator	\$136.00
Senior Scheduler	\$136.00
CMMS Program Manager	\$116.00
Technical Services Manager	\$116.00
CAD/BIM Manager	\$111.00
Designer	\$111.00
Estimator	\$107.00
Scheduler	\$107.00
Stationary Building Engineer	\$104.00
Electronics/Security Technician	\$99.00
HVAC Technician	\$93.00
CAD/BIM Operator	\$85.00
Building Maintenance Technician	\$81.00
Clerical	\$80.00

\*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 Direct Cost + 10%

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