

Attachment 2

Amendment No. 3 to the Agreement For Services Of Independent Contractor Kitchell/CEM

**AMENDMENT No. 3 to the AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
For
PROFESSIONAL SERVICES**

This is Amendment No. 3 to the Agreement between THE COUNTY OF SANTA BARBARA (hereinafter "County") and Kitchell/CEM, Inc., (hereafter CONTRACTOR).

WHEREAS, on July 2, 2019, the parties hereto entered into an Agreement for Services of Independent Contractor BC19586 (hereinafter "Agreement"); and

WHEREAS, the parties hereto amended the Agreement pursuant to Amendment No. 1 and Amendment No. 2, in accordance with the provisions of the Agreement, to add additional services and compensation and to extend the contract term for said services; and

WHEREAS, the parties hereto desire to amend the Agreement ("Third Amendment"), in accordance with the provisions of the Agreement, to add additional services and compensation for said services.; **NOW,**

THEREFORE, Owner and Contractor agree as follows:

1. This Amendment No. 3 increases the maximum compensation limit of \$600,000 by \$425,000 for a Maximum Compensation Limit (MCL) of \$1,025,000. Accordingly, Exhibit B - Payment Arrangements, paragraph A is hereby amended to read:

"... CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,025,000. The hourly rates for the project management and other services shall be based on the following Hourly Rate Schedule.

Hourly Rates

Position	Hourly Rate
Project Executive	\$220
Project Director	\$200
Sr. Project Manager	\$175
Project Manager	\$150
Sr. Project Engineer	\$130
Project Engineer	\$120
Document Control Manager	\$90
Engineering/Architecture Department Manager	\$195
Sr. Architect	\$165
Registered Architect/Licensed Engineer	\$160
Commissioning Engineer	\$160
BIM Manager	\$165
BIM Engineer	\$130
CAD Technician	\$100
Engineering/Architecture Department Admin Support	\$90
Estimating Department Manager	\$190
Estimator	\$150
Scheduling Department Manager	\$170
Scheduler	\$150

2. Except as otherwise amended by this Third Amendment, and previously amended by the Second and First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
3. The signatories to this Third Amendment have the authority to bind the parties. This Third Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

COUNTY SIGNATURE PAGE

Amendment 3 to the Agreement for Services of Independent Contractor **BC19586** between the **County of Santa Barbara** and **Kitchell/CEM, Inc.**

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Shiko Otabuena*
Deputy Clerk

COUNTY OF SANTA BARBARA

By: *Gregg Hart*
Gregg Hart, Chair
Board of Supervisors

Date: 6-16-20

ADDITIONAL COUNTY SIGNATURE PAGE

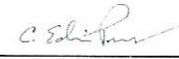
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

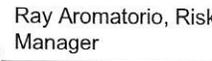
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: 
Deputy

Digitally signed by Ed Price
Date: 2020.05.11 13:29:56
-07'00'

APPROVED AS TO FORM:

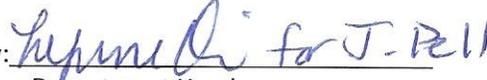
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 
Risk Manager

Digitally signed by Ray Aromatorio,
Risk Manager
Date: 2020.05.08 14:52:35 -04'00'

RECOMMENDED FOR APPROVAL:

JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: 
Department Head

CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by Contractor between the County and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

CONTRACTOR:

Kitchell/CEM, Inc.

By: Wendy Cohen
Authorized Representative

Name: Wendy Cohen

Title: VP, Operations

Address: 2450 Venture Oaks Way, Ste 500

City/State/Zip: Sacramento CA 95833

END OF AGREEMENT