

# **ATTACHMENT 1**

## **Amendment No. 4 to the Agreement for Services of Independent Contractor**

**AMENDMENT No. 4 to the AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**For**  
**PROFESSIONAL SERVICES**

**This is Amendment No. 4 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, Amendment No. 2, and Amendment No. 3 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 ("Fourth Amendment"), in accordance with the provisions of the Agreement, to add compensation for said services. NOW,**

**THEREFORE, Owner and Contractor agree as follows:**

1. This Amendment No. 4 increases the maximum compensation limit of \$1,025,000 by \$800,000 for a Maximum Compensation Limit (MCL) of \$1,825,000. 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 \$1,825,000. The hourly rates for the project management and other services shall be based on the following Hourly Rate Schedule.

**Hourly Rates**

<b>Position</b>	<b>Hourly Rate</b>
Project Executive	\$220
Project Director	\$200
Sr. Project Manager	\$175
Project Manager II	\$165
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 Fourth Amendment, and previously amended by the Third, 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 Fourth Amendment have the authority to bind the parties. This Fourth 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 4 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 Fourth Amendment to the Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA**

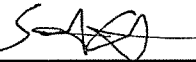
By: \_\_\_\_\_  
Gregg Hart, Chair  
Board of Supervisors

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

**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

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: *Ray Aromatorio*  
\_\_\_\_\_  
Risk Manager

**RECOMMENDED FOR APPROVAL:**

JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By: *Janette D. Pell*  
\_\_\_\_\_  
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: President

Address: 2450 Venture Oaks Way  
Suite 500

City/State/Zip: Sacramento, CA 95833

END OF AGREEMENT