

Attachment 3

Amendment No. 2 to the Agreement For Services Of Independent Contractor Kitchell/CEM

**AMENDMENT No. 2 to the AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
For
PROFESSIONAL SERVICES**

This is Amendment No. 2 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, in accordance with the provisions of the Agreement, to add additional services and compensation for said services; and

WHEREAS, County wishes to extend the term of the Agreement from June 30, 2020 to June 30, 2021; and

WHEREAS, County wishes to amend the Compensation of Contractor for the provision of the extended term;

NOW, THEREFORE, Owner and Contractor agree as follows:

1. Part 4 - Term of the Agreement shall be modified so that the Term ends on June 30, 2021, unless otherwise directed by County or unless earlier terminated.
2. This Amendment No. 2 increases the maximum compensation limit of \$275,000 by \$325,000 for a Maximum Compensation Limit (MCL) of \$600,000. 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 \$600,000. The hourly rates for the project management 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 “

3. Except as otherwise amended by this Second Amendment, and previously amended by the First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
4. The signatories to this Second Amendment have the authority to bind the parties. This Second 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.

Amendment 1 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 First Amendment to the Agreement to be effective on the date executed by COUNTY.

COUNTY

By: 
GREGG HART, CHAIR
BOARD OF SUPERVISORS

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy

CONSULTANT:

Kitchell/CEM, INC.

By: _____
Authorized Representative

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

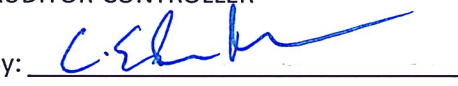
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: 
Deputy

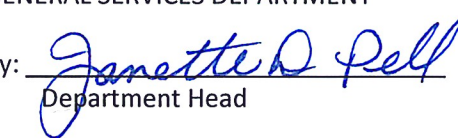
APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 
Risk Manager

RECOMMENDED FOR APPROVAL:

JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: 
Department Head

END OF AGREEMENT

Amendment 1 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 First Amendment to the Agreement to be effective on the date executed by COUNTY.

COUNTY

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

CONSULTANT:

Kitchell/CEM, INC.

By: *[Signature]* 02/06/2020
Authorized Representative

Name: Russell A. Fox
Title: President
Address: 2950 Venture Oaks Way
City/State/Zip: Sacramento, CA 95833

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: _____
Risk Manager

RECOMMENDED FOR APPROVAL:

JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
Department Head

END OF AGREEMENT