

**AMENDMENT #1  
TO CONTRACT MA-080-16011848  
FOR  
CONSTRUCTION MANAGEMENT SERVICES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Kitchell CEM, Inc., (hereinafter referred to as “A-E”), with County and A-E sometimes individually referred to as “Party” or collectively referred to as “Parties.”

**RECITALS**

**WHEREAS**, County and A-E entered into Contract MA-080-16011848 (hereinafter referred to as “Contract”) for Construction Management Services for Juvenile Hall-Multipurpose Rehabilitation Center, effective May 24, 2016 through May 23, 2021, in an amount not-to-exceed \$823,650; and

**WHEREAS**, the Parties now desire to extend the Contract for one additional year, increase the Contract amount, and add subcontractor’s and provisions; and

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLES**

1. Article 1.4 shall be amended to read in its entirety as follows:

**1.4 Term and Maximum Compensation**

- 1.4.1 The term of this CONTRACT is for six (6) years commencing upon approval by the Board of Supervisors, effective May 24, 2016 through May 23, 2022, with a maximum allowable compensation of \$1,260,498 except as permitted in Paragraph 1.5 below.

2. Article 1.5.3 shall be amended to read in its entirety as follows:

**1.5.3 Where extra work is authorized for PROJECTS/SERVICES:**

- a. The amount for Extra Work shall be determined using Attachment D. Extra Work shall be required by and ordered in writing by DIRECTOR. If this CONTRACT is not approved by the Board of Supervisors, any change that increases the cumulative CONTRACT price beyond \$200,000 must be approved by the Board. Increases in the CONTRACT amount for services within the existing scope of work may be granted by the DIRECTOR where the amount does not exceed 25 percent of the existing CONTRACT price or \$200,000, whichever is less.
- b. A/E's billing for the Extra Work shall include but not be limited to names of A/E's staff employed in the Extra Work, classification of employees and number of hours worked.

3. Article 6.9 shall be removed and amended to read in its entirety as follows:

**6.9 Intentionally Omitted**

4. Article 6.14.3 shall be amended to read in its entirety as follows:

cc: OC Public Work/Procurement Services  
Attn: Christina Rojas, DPA  
601 N. Ross St  
Santa Ana, CA 92701  
Phone: 714-667-9765  
Email: [Christina.Rojas@ocpw.ocgov.com](mailto:Christina.Rojas@ocpw.ocgov.com)

Contractor: Kitchell CEM, Inc.  
Attn: Wendy Cohen, Vice-President  
940 South Coast Drive #115  
Costa Mesa, CA 92626  
Phone: 619-259-5123  
Email: [wcohen@kitchell.com](mailto:wcohen@kitchell.com)

5. Article 6.30 shall be added to read in its entirety as follows:

**6.30 Wage Rates**

**6.30.1** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

6. Article 6.31 shall be added to read in its entirety as follows:

**6.31 Apprenticeship Requirements**

**6.31.1** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site

7. Article 6.32 shall be added to read in its entirety as follows:

**6.32 Registration of Contractor**

**6.32.1** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

8. Article 6.33 shall be added to read in its entirety as follows:

**6.33 Payroll Records**

**6.33.1** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

**6.33.2** The requirements of Labor Code Section 1776 provide, in summary:

**6.33.3** Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

**6.33.4** Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

**6.33.5** The information contained in the payroll record is true and correct.

**6.33.6** The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

**6.33.7** The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

**6.33.8** Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

**6.33.9** Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

**6.33.10** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker

needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

9. Article 6.34 shall be added to read in its entirety as follows:

**6.34 Work Hour Penalty**

**6.34.1** Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

10. Article 6.35 shall be added to read in its entirety as follows:

**6.35 Apprentices**

**6.35.1** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

**6.35.2** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

**6.35.3** Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

**6.35.4** The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

11. Attachment A, Section III shall be added to read in its entirety as follows:

**III. Special Inspection and Testing Services**

Special Inspection and Testing Services as needed during the 18-month construction phase for the Multipurpose Rehabilitation Center at Juvenile Hall.

- 1.1. **Geotechnical Consultation.** Provide consultation as necessary to the design and construction team. Respond to RFI's and provide additional or alternative design recommendations as necessary.
- 1.2. **Compaction/Materials Inspection & Testing.** Provide inspector(s) (Grading/Deputy/ or Special Inspector) as required for the project during the grading and construction period. The inspector would be equipped with a vehicle and sufficient field testing equipment to provide in-place density test results in the field, as well as to collect samples for both earth and materials testing. A Deputy or Special Inspector will be provided as required for oversight and inspection during placement of steel reinforcement, concrete, masonry, welding, epoxy and framing.
- 1.3. **Geotechnical Observation.** Site visits by our engineer and/or geologist would be performed where site conditions, such as undocumented fill removal, warrant. In addition, geologist or engineer time would be incurred for site visits, meetings and miscellaneous consultation during the construction period.
- 1.4. **Laboratory Testing.** Perform materials testing and laboratory soil testing necessary for report preparation. The quantity and type of tests performed will depend upon the conditions encountered. The actual cost for laboratory tests would be invoiced in accordance with the enclosed Schedule of Fees. Where possible all tests will be performed in our in-house laboratory; however, an outside laboratory may also be utilized on occasion.
- 1.5. **Report Preparation and Submittal.** Upon completion of the site grading, foundation installation, and/or materials testing, reports will be prepared as required by the Building Official. The inspection and testing services required for this project may include, but may not be limited to the following:
  - A. Soil Compaction Observation and Testing (including report preparation)
  - B. Approval of Excavation Bottoms
  - C. Soils Laboratory Testing
  - D. Inspection of Drain/Sub-Drain Pipes
  - E. Inspection of Elevator Shaft/Piston Installation
  - F. Concrete and Steel Laboratory Testing
  - G. Drilled-In-Anchor Inspection and Testing
  - H. Structural Steel Bolting Inspection
  - I. Reinforced Concrete Inspection and Testing
  - J. Structural Masonry Inspection and Testing
  - K. Structural Steel Welding Inspection

12. Attachment C, Section 2, shall be added to read in its entirety as follows:

**2. SUBCONTRACTOR(S) (IF APPLICABLE)**

Listed below are subcontractor(s) anticipated by CM to perform services specified in Attachment A and Attachment B. Substitution or addition of CM subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

<b>Company Name &amp; Address</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>
Geocon West, Inc. 15520 Rockfield Boulevard, Suite J Irvine, CA 92618	949-491-6570	Geotechnical, Deputy, Special Inspection and Testing Services

13. Attachment D, Section I, Paragraph 1.3 shall be amended to read in its entirety as follows:

1.3. Total Compensation. The total compensation of the CM and all Consultants shall consist of the Basic Fee and Reimbursable Expenses.

<b>Role</b>	<b>Hourly Rate</b>
Project Executive	\$195
Sr. Project Manager	\$190
Estimating Manager	\$175
Scheduling Manager	\$150
Project Engineer/Doc. Ctris. Mgr.	\$115
Principal-in-Charge	\$200
SB 81 Liaison	\$220
Correctional Healthcare Specialist	\$220
QA/QC Manager	\$165
Eng. & Arch. Services Manager	\$185
Architect	\$150
Mechanical Engineer	\$150
Electrical Engineer	\$150
Civil Engineer	\$150
Structural Engineer	\$150
Commissioning Specialist	\$150
BIM Coordinator	\$150
Hazmat Investigation Manager	\$165
Facility Maintenance Manager	\$150
FF&E Procurement Manager	\$150
FOM/Admin. Asst.	\$75

<b>Geocon West, Inc. - Subconsultant</b>	
Senior Engineer (Project Management)	\$160
*Soils Inspector	\$120
*Special Inspector (Concrete, Masonry, Metal)	\$120
*Special Inspector (Other-Welding Bolting, Framing, Epoxy, etc.)	\$120
Sample Pickup (Concrete, Masonry)	\$85
Clerical/Report Distribution (Concrete, Masonry, Metal)	\$85
Dispatch	\$80
Clerical/Report Distribution	\$80
Engineering Assistant/Lab Technician	\$90
Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$80
*Engineering Field Technician	\$75

*County of Orange, OC Public Works*  
*Kitchell CEM, Inc.*

(Earthwork/Compaction Testing/Backfill)	
*Engineering Inspector (Bottom Approval/Shoring/Foundations/Piles)	\$95
*LA City Deputy Grading Inspector (Bottom Approval/Shoring/Foundations/Piles)	\$105
Staff Engineer/Geologist	\$105
Project Engineer/Geologist	\$130
Senior Engineer/Geologist	\$160
Associate Engineer/Geologist	\$190
Principal Engineer/Geologist/Litigation Support	\$250
Deposition or Court Appearance	\$400
Overtime/Saturday Rate/Night Rate (10pm-6am w/ 8-Hr minimum per call out)	1.5 x Regular Hourly Rate
Sunday and Holiday Rate	2 x Regular Hourly Rate
<b>*Denotes Prevailing Wage</b>	

\*\*COUNTY will not pay A-E more than the listed amount for Sub-Contractor work, regardless of any agreement between the A-E and their Sub-Contractor. Sub-Contractor rates are listed for convenience only.

\*\*\*Construction-related work performed under A-E service contracts may meet the definition of “public work” under Labor Code § 1720 et seq. “Construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. See, Labor Code § 1720. Contracts for A-E services shall mandate that prevailing wages be paid where mandated by law.

14. All other terms and conditions in this Contract shall remain unchanged with full force and effect.

County of Orange, OC Public Works  
Kitchell CEM, Inc.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this CONTRACT on the dates opposite their respective signatures:

**Kitchell CEM, Inc.**,  
a California Corporation,

Date: 1/9/2020

By: Russ Fox  
Signature

RUSS FOX, President  
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 1<sup>st</sup> must be either Chairman of the Board, President or any Vice President.)*

Date: 1/9/2020

By: Michael Bruggeman  
Signature

MICHAEL BRUGGEMAN,  
Assistant Secretary, Director of Finance  
Print Name & Title

*(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)*

COUNTY OF ORANGE,  
a political subdivision of the State of California

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

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

By: Mark Sanchez MARK N. SANCHEZ, Deputy County Counsel

Date: 1/9/2020