

County of Santa Barbara  
General Services  
**Capital Projects Division**

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**ROSSER INTERNATIONAL, INC.**

For

**ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN  
SERVICES**

For

**NORTHERN BRANCH JAIL PROJECT**

**PROJECT NUMBER: 8600**

**May 13, 2019**

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**AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES**

**ADULT DETENTION FACILITY**

This is the Second Amendment to the agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and Rosser International, Inc. (hereinafter "Consultant").

**PART 1 - RECITALS**

- 1.01 WHEREAS, the parties hereto under the date of May 14, 2013, entered into an professional services agreement (hereinafter "PSA Agreement") for Architectural /Engineering and related professional design services, by Consultant in connection with the Northern Branch Jail Project (hereinafter "Project");
- 1.02 WHEREAS, on December 02, 2014, the parties hereto amended the PSA Agreement to include Off-site utilities design by Consultant in connection with the Project ("First Amendment");and
- 1.03 WHEREAS, the parties hereto desire to amend the PSA Agreement ("Second Amendment"), in accordance with Section 16.03 of the PSA Agreement, to extend the contract term as provided in Part 2 below.

**PART 2 - PART 2 - PSA AMENDMENTS**

**NOW, THEREFORE, Owner and Consultant agree that the PSA Agreement is amended as follows:**

**A. PART 2- PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION, Sections 2.02 and 2.03 are hereby replaced with the following language:**

**2.02 Maximum Compensation**

- A. Compensation for entire Project, which equals the sum of all Project Phases issued pursuant to this PSA, shall not exceed \$5,712,435 (Five Million Seven Hundred Twelve Four Hundred Thirty Five Dollars). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense. County shall not be obligated to pay more than the amount set forth in this paragraph except as may be provided in a written Amendment signed by both parties.
- B. Exhibit A1 is incorporated herein and specifies the Maximum Compensation Limit (MCL) that Owner will pay to Consultant for each Project Phase for architectural/ engineering services performed under this Second Amendment for services performed starting on May 14, 2019 until contract termination. The MCL includes all authorized Services and authorized Reimbursable Expenses. Total payment by Owner pursuant to any Project Phase will not exceed the MCL specified in the Project Phase, and Consultant shall provide all Services and Deliverables set forth in each Project Phase, compensation for which will not exceed the specified MCL.
- C. This Second Amendment establishes a monthly \$25,000 Not to Exceed (NTE) budget for architectural services and \$1,500 NTE reimbursable expenses budget to be used

during the extended Construction Period. This Amendment considers an 8 month construction administration extension period starting on May 14, 2019, for purposes of establishing a monthly budget allowance. The total monthly budget allowance is \$26,500 and monthly invoicing shall be billed in accordance with the terms of the PSA Agreement, including utilizing the consultant's hourly rates established in Exhibit A.

- D. Terms for payment: Consultant shall submit detailed invoicing to support all services during the extended construction duration period starting on May 14, 2019, to be billed on a time and materials basis not to exceed the established NTE monthly budget. Subconsultants and reimbursable expenses shall be billed without consultant mark-up.

**2.03 Term**

- A. This Agreement is effective upon the date of full execution by both parties and shall remain in effect for a period of 91 months or until Project Completion ("Term"), unless earlier terminated under Part 12 of the Agreement.

**B. PART 6- CONSULTANT'S SCHEDULE, Section 6.01B is hereby amended as follows:**

**6.01 Project Schedule – PDCA Milestones, B. Completion Milestones is hereby amended to read:**

- B. Completion Milestones: Unless otherwise provided for in a Project Phase, Consultant shall complete the following Milestones by the corresponding dates shown below.

|                          |                    |
|--------------------------|--------------------|
| 8. Notice to Proceed     | September 06, 2016 |
| 9. Construction Complete | December 10, 2019  |
| 10. Occupancy            | February 10, 2020  |
| 11. End of Warranty      | December 10, 2020  |

**C. PART 11 – COMPENSATION & PAYMENT, Sections 11.08 and 11.09 are hereby replaced with the following language:**

**11.08 Maximum Payment to Consultant**

- A. Excluding Additional Services performed only by a modification to this PSA, the Maximum Payment to Consultant for all services under this PSA, and when combining all Project Phases, shall not exceed \$5,712,435. The Maximum Payment shall not exceed progress on the Project Services described in this PSA to be performed by Consultant and the percentage allowances under the following paragraph.

**11.09 Maximum Payment to Consultant by Phase**

- A. For each of the following phases, Consultant will be eligible for 80% of the pay percentages shown below upon first submittal of the full set of deliverables, and the balance upon incorporation of State agency comments where State agency requires resubmittal, or when State agency notifies OAR that it has no such comments.

**B. PHASE NOT-TO-EXCEED PHASE AMOUNT**

1. Programming \$159,125
2. Schematic Design \$908,935
3. Design Development \$1,157,695

4. Construction Documents \$1,856,176
5. Bidding \$246,210
6. **Construction \$1,211,490- Increased \$212,000 for extended construction period overhead starting on May 14, 2019, pursuant to this Second Amendment.**
7. Operation/Project Close-Out \$90,128
8. Warranty \$32,676
9. **Allowance for Additional Basic Services (PSA Agreement Part 5.10) and Supplementary Services (PSA Agreement Part 11.03-D.) that may be authorized by the Owner in writing pursuant to issuance of an Additional Basic Services (ABS) Order and Supplementary Services (SS) Order, respectively \$50,000. – Increased \$10,000 for extended construction period overhead starting on May 14, 2019, pursuant to this Second Amendment.**

**TOTAL BASIC SERVICES MAXIMUM COMPENSATION LIMIT: \$5,712,435**

**D. PART 17 – EXHIBITS, Section 17.01A, B, and G are hereby amended as follows:**

17.01, Subdivisions A (updating billable hourly rates for the extended construction period starting May 14, 2019 in Exhibit A and adding Exhibit A1), B (amending A. Principal-in-Charge to Mr. Mark Van Allan, Consultant's Project Manager to Mr. Mike Kennedy, and Project Design Director of record to Mr. William (Buddy) Golson), and G (amending Section 1(b) to Attention: Mark Van Allen and amending Rosser's new address: 1425 Ellsworth Industrial Blvd, Atlanta Georgia 30318), are hereby amended as follows and all amended or new exhibits are attached hereto and incorporated herein by reference:

- A. Exhibit A, "Consultant's Hourly Rate Schedule"  
Exhibit A1, "Compensation Table"
- B. Exhibit B, "Consultant's staff and subconsultants"
- G. Exhibit G, "Notices"

**All other terms and conditions of the PSA Agreement shall remain in full force and effect.**


**PART 3 - PART 3 SIGNATURES**

**Amendment No. 2 to Agreement for ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES**

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

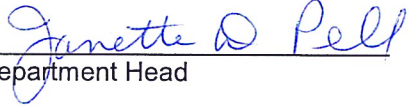
By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

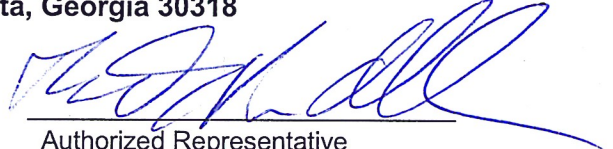
By:   
Chair, Board of Supervisors

Date: 6-4-19

**RECOMMENDED FOR APPROVAL:  
GENERAL SERVICES**

By:   
Department Head

**CONSULTANT:  
ROSSER INTERNATIONAL Inc.  
1425 Ellsworth Industrial Blvd  
Atlanta, Georgia 30318**

By:   
Authorized Representative

Name: Mark Van Allen

Title: Vice President

**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

**On behalf of**

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

**END OF PART 3**

**EXHIBIT A**

**PAYMENTS TO CONSULTANT**

The following rates, which include all overhead, administrative costs, and profit, will be used in arriving at fees for hourly-rate Services. Any rate increases approved by the OAR shall take effect on the yearly anniversary of the Board of Supervisors' approval of the PSA. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A, and the addition of personnel not identified in Exhibit A, will be negotiated by the parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the Consultant's principal office location, and are subject to approval as an administrative modification to the PSA by the OAR.

CONSULTANT FIRM NAME: **Rosser International, Inc.**

Billable Hourly Rate (\$)

| COMPANY/POSITION       | BILLABLE HOURLY RATE<br>(Before May 14, 2019) | BILLABLE HOURLY RATE<br>(On and After May 14, 2019) |
|------------------------|---|---|
| Senior Principal       | \$ 250.00                                     | \$ 250.00   |
| Principal              | \$ 200.00                                     | \$ 215.00   |
| Program Manager        | \$ 200.00                                     | \$ 210.00   |
| Construction Manager   | \$ 175.00                                     | \$ 180.00   |
| Project Manager        | \$ 155.00                                     | \$ 185.00   |
| Project Architect      | \$ 155.00                                     | \$ 175.00   |
| Staff Architect        | \$ 140.00                                     | \$ 155.00   |
| Staff Intern Architect | \$ 97.00                                      | \$ 100.00   |
| Engineering Manager    | \$ 175.00                                     | \$ 175.00   |
| Staff Engineer         | \$ 155.00                                     | \$ 160.00   |
| Staff Junior Engineer  | \$ 115.00                                     | \$ 115.00   |
| CADD Draftsman         | \$ 98.00                                      | \$ 98.00  |
| Specifications Writer  | \$ 150.00                                     | \$ 150.00   |
| Administrative Support | \$ 70.00                                      | \$ 70.00  |
| Construction Inspector | \$ 155.00                                     | \$ 140.00   |

\* The Services of the Senior Principal are considered part of Consultant's overhead cost. The rate indicated will only be used when there is a specific written request from Owner for the Services of the Principal-in-Charge for a specifically defined task.

END EXHIBIT A

**EXHIBIT A1**

**COMPENSATION TABLE**

|   |
|---|
| <p><b>AMENDMENT NO. 2 BETWEEN THE COUNTY OF SANTA BARBARA AND<br/>Rosser International, Inc.<br/>FOR<br/>Architectural-Engineering and Related Professional Design Services</b></p> |
| <p><b>PROJECT TITLE:</b><br/>Northern Branch Jail Project</p>   |

**COMPENSATION TABLE FOR SECOND AMENDMENT**

| Project Phase   | Basic Services | NTE Extended Construction Period | Supplementary Services | NTE Travel and Expenses Extended Construction Period | Maximum Compensation Limit for Project Phase |
|---|----------------|----------------------------------|------------------------|--|--|
| Construction Documents                                | \$0            | \$0                              | \$0                    | \$0  | \$0  |
| Bidding   | \$0            | \$0                              | \$0                    | \$0  | \$0  |
| Construction  | \$0            | \$200,000                        | \$0                    | \$12,000   | \$212,000                                    |
| Closeout  | \$0            | \$0                              | \$0                    | \$0  | \$0  |
| Warranty  | \$0            | \$0                              | \$0                    | \$0  | \$0  |
| Supplementary Services                                |                |                                  | \$10,000               |  | \$10,000                                     |
| <b>Maximum Compensation Limit on Amendment No. 2:</b> |                |                                  |                        |  | <b><u>\$222,000.00</u></b>                   |

Consultant shall submit appropriate documentation and information to support each invoice, including a narrative description of services performed during the extended construction period; completed services and deliverables. Consultant shall break-out cost items by line items identified in the Compensation Table, and label each category the same title.

Supplementary Services are only to be authorized by the OAR. Consultant shall not perform nor bill for Supplementary Services without written authorization from OAR.

END EXHIBIT A1



## EXHIBIT B

### CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge will be **Mr. Mark Van Allan**, the Consultant's Project Manager **Mr. Mike Kennedy**, and the Project Design Director of record is **Mr. William (Buddy) Golson**.
- B. Consultant will employ Subconsultants it deems appropriate to the complexity and nature of the required Services and said Subconsultants shall, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant shall obtain Owner's approval of all Subconsultants. Upon Owner's request Consultant shall provide copies of all Subconsultant contract agreements to Owner.
- Architecture - Ravatt Albrecht
  - Structural - Cannon Corp.
  - Civil - Penfield & Smith
  - Landscape - Arcadia Studio
  - Food Service - Cini Little
  - Cost - Cumming
- C. None of the above named Staff or Subconsultants shall be replaced without OAR's approval pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, on written notice from Owner's Project Manager, Consultant will have fifteen (15) calendar Days to remove that person from the Project and provide a replacement acceptable to OAR. In that event Consultant shall submit the name of a qualified replacement for OAR's approval.

**END EXHIBIT B**

**EXHIBIT G**

**NOTICES**

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

- a. **Owner:**

County of Santa Barbara  
Capital Projects Division  
1105 Santa Barbara St. (Historic Courthouse, 2<sup>nd</sup> Floor)  
Santa Barbara, CA 93101

Attention: John L. Green, Senior Project Manager

- b. **Consultant:**

Rosser International, Inc.  
1425 Ellsworth Industrial Blvd  
Atlanta, GA 30318

Attention: Mark Van Allen, AIA, Vice President

**END EXHIBIT G**

**END OF AGREEMENT**