

FIRST AMENDMENT TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
PROJECTS 862418 and 720783 - CONTRACT # BC 22219

THIS AMENDMENT (“First Amendment”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and RRM Design Group, having its principal place of business 3765 S. Higuera St., Suite 102, San Luis Obispo, CA 93401 (“CONTRACTOR”) (hereinafter collectively, the “Parties”).

WHEREAS, the Parties entered into a Service Contract signed into effect on April 17, 2020 for design consulting services and construction support; and

WHEREAS, the base term of the Service Contract was originally set to end on June 30, 2021 and was extended until June 30, 2023 by Change Order No. 2; and

WHEREAS, the base Service Contract has a not to exceed amount of up to \$35,510; and

WHEREAS, on June 13, 2021, Board awarded an Agreement to RRM for the Professional Design of the Regional Fire Communications Facility EOC Expansion that is in excess of \$200,000 (\$1,362,592); and

WHEREAS, the Purchase Contract CN23588 was converted on November 29, 2022 to an Agreement for Professional Services with an Independent Contractor (“Agreement”); and

WHEREAS, the Agreement was extended to June 30, 2025; and

WHEREAS, the Agreement increased the not to exceed amount to \$65,961; and

WHEREAS, during the execution of the Plans, Specifications, & Estimate (PS&E) phase of the Santa Clause Lane Streetscape Improvements Project and Wallace Ave Coast Access Improvement Project, additional engineering consultant tasks are required for several design elements for the project to be completed and ready for construction bid advertisement. These engineering consultant needs include the need for additional landscape and irrigation design services. These additional efforts are required in order to respond to the needs of the project and to be responsive to the needs of the public; and

WHEREAS, the changes will increase the amount of the Agreement by \$40,950 to complete the landscape and irrigation design services and construction support for the Wallace Ave Coastal Access Improvements project; and

WHEREAS the changes will add an additional Statement of Work (Exhibit A-3); and

WHEREAS, the Parties desire to amend the Agreement in accordance with Section 25 to add additional services and reflect changes in the compensation.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. The first paragraph in Exhibit "A" (Statement of Work) of the Agreement is deleted in its entirety and replaced with the following:

The following documents are incorporated by reference and shall constitute the Statement of Work for this Agreement:

Exhibit A-1, CONTRACTOR's Proposal of February 20, 2020.

Exhibit A-2, CONTRACTOR's Proposal of Additional Services of October 17, 2022.

Exhibit A-3, CONTRACTOR's Proposal of Additional Services of April 11, 2023

Jeff Ferber and Chris Dufour shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

2. Paragraph "A" of Exhibit "B" (Payment Arrangements) in the Agreement is deleted in its entirety and replaced with the following:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$106,911, inclusive of the \$35,510 that was paid under the previously-superseded Purchase Order CN23588,

3. The following paragraph is added to Paragraph "B" of Exhibit B (Payment Arrangements) in the Agreement as follows:

Payment for services and /or reimbursement of costs for services performed under the First Amendment to the Agreement shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A-3** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B2** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A-3**.

4. Paragraph "C" of Exhibit "B" (Payment Arrangements) in the Agreement is revised as follows:

On a monthly basis, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of

Attachment B1 or Attachment B2, as applicable, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

5. **COUNTERPARTS** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement for Services of Independent Contractor on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board


COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Public Works

By: 
Scott D. McGolpin
Director of Public Works

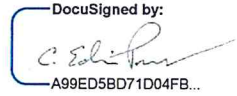
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy


APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By: 

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement for Services of Independent Contractor to be effective on the date executed by COUNTY.

CONTRACTOR:
RRM Design Group

By: 
Authorized Representative

Name: Jeff Ferber

Title: Principal



Wallace Avenue Landscape Improvements Scope of Services

PROJECT UNDERSTANDING

Wallace Avenue is similar to Santa Claus Lane as it is also a frontage road adjacent to Highway 101. Wallace Avenue serves as a connector for several private residences that have adopted the landscape along the streetscape as their own, and we anticipate they will have opinions on the final look of the project.

The scope of work will include Wallace Avenue from Evans Avenue to Finney Street just before the on-ramp. At this time, landscape improvements are only proposed within bulb-outs along the southern half of the street. RRM will develop landscape planting and irrigation plans for the streetscape.

This project will not require Board of Architecture review. As such, no conceptual graphics will be provided as part of this scope of work.

The following scope of services is written based on the current understanding of the project from email correspondence to date.

SCOPE OF SERVICES

Task A: Project Meetings

Subtask A.1: Project Kickoff Meeting

RRM's Project Manager will attend a virtual project kickoff meeting to get caught up, review CAD files and other data deemed appropriate for the project, discuss upcoming milestones, and set a project timeline for deliverables.

Deliverables:

- *One virtual kickoff meeting*

Fixed Fee:

- *\$850 (see footnote)*

Subtask A.2: Project Design Team Meetings

RRM Landscape Architecture will meet with the County project team to discuss the project in detail. The purpose of this meeting will be to review plan check comments at each milestone deliverable (75%, 95%, and final 100%). RRM has allotted six virtual meetings as part of this task.

**Deliverables:**

- Six (6) virtual meetings to coordinate and review plan check comments

Fixed Fee:

- \$3,500 (see footnote)

Task B: Construction Document Package**Subtask B.1: Construction Documents**

RRM Landscape Architecture will develop a set of biddable construction documents for inclusion in the County's overall bid set package. The construction document package will be provided to the County at 75%, 95%, and final 100% bid set completion levels. The following is a list of anticipated elements to be included as part of the construction document package:

- Irrigation plan – A plan diagrammatically laying out proposed irrigation equipment based on the County's approved equipment list. RRM will coordinate with maintenance staff on tie-in points. The plan will coordinate adjustment of any existing irrigation equipment based on available as-built data
- Model Water Efficient Landscape Ordinance (MWELO) requirements – sheet to include a hydrozone table and water-use calculations as required per the Water Efficient Planting Plan. The plan will locate proposed and existing plant material along the street frontage and interior public spaces and will include a plant palette, planting notes, and corresponding details
- Caltrans specifications – CSI book specifications for pertinent sections related to the construction document plans. The County shall provide front-end specifications
- Opinion of probable cost – A cost opinion will be provided in Caltrans format for landscape components in Excel format, broken out with based on bid line items with unit costs and quantities.

Deliverables:

- Construction document package submitted at 75%, 95%, and final 100% bid stage

Fixed Fee:

- \$24,900 (see footnote)

OPTIONAL TASKS

The following tasks are intended to outline a list of optional tasks available to the Client should the services be required.



Task C: Construction Support

The following is a list of anticipated construction support tasks which may be required to assist the County in providing landscape support during the construction process.

Subtask C.1: Bidding Support

RRM will assist the County during the bidding stage of the project and will respond to requests for information (RFI) and provide supplemental instructions as required. RRM's Project Manager will provide a pre-bid walk as part of this task.

Deliverables:

- *Pre-bid walk*
- *RFI responses and supplemental instruction*

Fixed Fee:

- *\$2,700 (see footnote)*

Subtask C.2: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to RFI, change orders (CO), submittals, and contractor-supplied shop drawings. RRM will prepare and issue supplemental instructions as necessary to clarify technical details and prepare preliminary and final punch lists. RRM anticipates up to fifteen RFI and four site visits during the construction process.

Deliverables:

- *RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents*
- *Up to four (4) site visits to observe construction process*

Fixed Fee:

- *\$6,500 (see footnote)*

Subtask C.3: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the County in electronic PDF format for their files.

Deliverables:

- *Record drawings*



Fixed Fee:

- \$2,000 (see footnote)

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Topographic survey map
- Engineering plans

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client’s program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis.

The following services or tasks are specifically excluded from the scope:

- CEQA and environmental studies (traffic, noise, lighting, etc.)
- Conceptual design services (plan and rendering graphics)
- Electrical engineering services
- Geotechnical services or reports
- Structural engineering (retaining walls)
- Soils fertility testing
- Topographic survey
- Traffic signal work
- Phased plan sets
- Community outreach

TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
A.1	Project Kickoff Meeting	\$ 850
A.2	Project Design Team Meetings	\$ 3,500
B.1	Construction Documents	\$ 24,900
SUMMARY OF FEES		\$ 29,250
Estimated Reimbursable Expenses		\$ 500
ESTIMATED PROJECT TOTAL		\$ 29,750



OPTIONAL TASKS		FIXED FEE (see footnote)
Task C	Construction Support	
C.1	Bidding Support	\$ 2,700
C.2	Construction Administration and Observation	\$ 6,500
C.3	Record Drawings	\$ 2,000
OPTIONAL TASKS TOTAL		\$ 11,200

Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the Client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping, and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), and renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Estimated Fee:

- \$500

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

If you have any questions or require clarification of the scope of services or fees outlined above, please do not hesitate to call us. Thank you again for this opportunity.

Wallace Avenue Coastal Access Landscape Improvements
Fee Schedule

May 9, 2023

RRM	Chris Dufour	RRM		RRM		RRM	
	Project Manager		Landscape Architect		Associate Designer		Assistant Designer
	175 \$ per hour		150 \$ per hour		95 \$ per hour		85 \$ per hour

Task A: Project Meetings		FEE TYPE	
A.1	Project Kickoff Meeting	FF	\$ 850
A.2	Project Design Team Meetings	FF	\$ 3,500
Task A Value:			\$ 4,350

4	\$700	1	\$150		\$0		\$0
20	\$3,500		\$0		\$0		\$0

Task B: Construction Document Package		FEE TYPE	
B.1	Construction Documents	FF	\$ 24,900
Task B Value:			\$ 24,900

40	\$7,000	26	\$3,900	40	\$3,800	120	\$10,200
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OPTIONAL Task C: Construction Support		FEE TYPE	
C.1	Bidding Support	FF	\$ 2,700
C.2	Construction Administration and Observation	FF	\$ 6,500
C.3	Record Drawings	FF	\$ 2,000
Task C Value:			\$ 11,200

6	\$1,050	11	\$1,650		\$0		\$0
16	\$2,800	19	\$2,850	0	\$0	10	\$850
2	\$350	11	\$1,650	0	\$0		\$0

Subtotal		\$ 40,450
Reimbursable Expenses		\$ 500
Estimated Project Total		\$ 40,950

Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.