

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

RRM DESIGN GROUP

FOR

ARCHITECTURAL & ENGINEERING DESIGN SERVICES
for the

**EMERGENCY OPERATIONS CENTER & REGIONAL FIRE
COMMUNICATIONS CENTER**

PROJECT NUMBER: 19005

December 3, 2024

AMENDMENT No. 1 to the PROFESSIONAL SERVICES AGREEMENT (PSA)

for

Architectural and Engineering Design Services for the Emergency Operations Center & Regional Fire Communications Center (EOC&RFCC)

This First Amendment to Professional Services Agreement ("Amendment No. 1") is entered into by and between THE COUNTY OF SANTA BARBARA ("County") and RRM Design Group, a California corporation ("Contractor" or "Consultant").

WHEREAS, the parties hereto are parties to that certain **Professional Services Agreement, BC21164**, dated **July 13, 2021** (the "Agreement") for architectural and engineering services for the Emergency Operations Center & Regional Fire Communications Center ("Project"); and

WHEREAS, the parties hereto desire to amend the Agreement, in accordance with the provisions of the Agreement, to (i) expand the Scope of Work to include additional construction administration support services due to unforeseen circumstances associated with the extended construction schedule, additional demands of the Project, contractor initiated additional services, County initiated additional services and contractor delays of the Project, and (ii) increase the Maximum Compensation Limit to \$1,524,600.00.

NOW, THEREFORE, County and Consultant agree as follows:

1. **Exhibit A** to the Agreement ("Scope of Work") is hereby amended by replacing Exhibit A in its entirety with Exhibit A in the form attached hereto and incorporated herein by reference.
2. **Exhibit C** to the Agreement ("Consultant's Compensation") is hereby amended by replacing Exhibit C in its entirety with Exhibit C in the form attached hereto and incorporated herein by reference.
3. **Section 2.2** of the Agreement is hereby amended by replacing Section 2.2 to read in its entirety as follows:

"The sum of all payments made to Consultant by County hereunder for the performance of the Services specified in the SOW shall not exceed \$1,524,600.00 ("Base Contract Amount"). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to a duly executed Supplementary Services Order(s) ("SSO") in accordance with Part 10.03, below, shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto ("Supplemental Services Amount"). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond the Base Contract Amount before execution of a SSO for such Supplemental Services in accordance with Part 10.03, or in excess of the Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense."

4. Except as otherwise amended above, all of the terms and conditions of the Agreement remain in full force and effect.

5. Consultant hereby certifies and warrants that entering into this Amendment No. 1 shall not cause Consultant to breach the terms or conditions of any other contract or agreement to which Consultant is a party or which is otherwise binding on Consultant.
6. Each of the parties hereto hereby represents and warrants to the other party hereto that:
 - (a) Such party has the full right, power, and authority to enter into this Amendment No. 1, and to perform its obligations hereunder and under the Agreement as amended by this Amendment No. 1.
 - (b) The execution of this Amendment No. 1 by the individual whose signature is set forth at the end of this Amendment No. 1 on behalf of such party, and the delivery of this Amendment No. 1 by such party, have been duly authorized by all necessary action on the part of such party.
 - (c) This Amendment No. 1 has been executed and delivered by such party and (assuming due authorization, execution, and delivery by the other party hereto) constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
 - (d) This Amendment No. 1 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.

SIGNATURE PAGE

Amendment No. 1 to the **Professional Services Agreement, BC21164**, between the **County of Santa Barbara** and **RRM Design Group**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement to be effective as of the first date duly executed by all of the parties hereto.

COUNTY OF SANTA BARBARA:

By:


Steve Lavagnino, Chair
Board of Supervisors

Date:

12-3-24

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By:


Deputy Clerk

CONSULTANT:

RRM Design Group, a California corporation

By:

DocuSigned by:



Authorized Representative

Name:

Michael Scott

Title:

Principal/Vice President

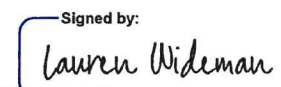
Date:

11/19/2024 | 5:44 PM PST

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel


By:

Signed by:

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By:

DocuSigned by:

Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By:

Signed by:

Risk Management

RECOMMENDED FOR APPROVAL:

Kirk Lagerquist, Director
General Services Department

By:

DocuSigned by:

Department Head



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

**EXHIBIT A
CONSULTANT'S SCOPE OF WORK and RATE SCHEDULE**

During the Term, Consultant shall perform all of the Services described in this Exhibit A, including:

1. All of the Services described in the Request for Qualifications for Architectural Services, Complete Design Services and Construction Administration, of the Emergency Operations Center & Regional Fire Communications Center published May 7, 2021 ("RFQ"), Sections 4 and 5 of which are excerpted below for ease of reference, and all of the work, services, and deliverables described in the Proposal submitted by the Consultant dated August 27, 2024 in response to the RFQ, to the extent not inconsistent with any of the provisions of the RFQ or any other provisions of this Agreement ("Base Services"). The maximum aggregate amount payable by the County hereunder for the satisfactory completion of all of the Base Services shall not exceed \$1,513,036.
2. All of the architectural design and engineering services described in and associated with Supplementary Service Order 1, dated April 7, 2023, a true and correct copy of which is attached below as Attachment A-2 ("SSO 1"). The maximum amount payable by the County hereunder for the satisfactory completion of all of the Services described in SSO 1, shall not exceed \$9,400. Such Services shall include:
 - a. Modify construction documents to include base bid scope providing visual surveillance coverage of the east parking of the site and indicating replacement or the existing analog cameras in and on exterior of the EOC building, for \$6,700; and
 - b. Expand the scope of the base bid construction administration and punch list checkout activities to incorporate the additional areas of camera coverage, for \$2,700.
3. All of the architectural design and engineering services described in and associated with Supplementary Service Order 2, dated April 7, 2023, a true and correct copy of which is attached below as Attachment A-3 ("SSO 2"). The maximum aggregate amount payable by the County hereunder for the satisfactory completion of all of the Services described in SSO 2, shall not exceed \$20,500.
4. All of the architectural design and engineering services described in and associated with Supplementary Service Order 3, dated July 5, 2023, a true and correct copy of which is attached below as Attachment A-4 ("SSO 3"). The maximum aggregate amount payable by the County hereunder for the satisfactory completion of all of the Services described in SSO 3 shall not exceed \$1,854.
5. Additional architectural design and engineering time for construction administration support services due to unforeseen circumstances associated with the extended construction schedule, additional demands of the Project, contractor initiated additional services, County initiated additional services and contractor delays of the Project, as described in the RRM Proposal dated August 27, 2024, and the maximum aggregate amount payable by the COUNTY hereunder for all of the Services and work to be performed as described in the Add Service Authorization Proposal shall not exceed \$155,000, and the County shall not reimburse any costs not included in such \$155,000 maximum aggregate amount.



County of Santa Barbara: General Services
Capital Projects Division

6. References within the Scope of Work to sections or articles that do not appear within correlate to the sections/articles within the Request for Qualifications for Architectural Services, Complete Design Services and Construction Administration, of the Emergency Operations Center & Regional Fire Communications Center (RFQ) for these services published May 7, 2021.

Rate Schedule:



County of Santa Barbara: General Services
Capital Projects Division



BILL RATE RANGES

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING

Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING

Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES

Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80



County of Santa Barbara: General Services
Capital Projects Division

Excerpts from RFQ:



County of Santa Barbara: General Services Capital Projects Division

Regional Fire Communication Facility: Request for Qualifications - Full Design Services

4.0 SCOPE OF WORK

PHASE I – Schematic Design (SD): This phase has one (1) deliverable: the 100% SD deliverable. The general goal of this phase is to further develop and define the interior and exterior space plans from the Concept Design, and to incorporate all the Program requirements. All designs shall comply with Americans with Disabilities Act (ADA) design standards and ADA Accessibility Guidelines (ADAAG).

- AE Team shall conduct the following program verification meetings:
 - County Fire (quantity 2)
 - Office of Emergency Management (2)
 - General Services County Energy manager (1)
 - General Services County Facilities Maintenance (1)
 - County Environmental (1)

The purpose of these meetings will be to review and confirm departmental needs, space planning, County standards, NZE requirements, and approaches to incorporating specific elements into the design. Meetings shall be coordinated with the County Project Manager and have an anticipated length of 3hrs each.

- **Existing Conditions:** The project will require extensive review of the existing conditions – site, EOC building, and utility tie in's – in order to develop the design. AE shall allot five (5) site visits specifically to review and investigate existing conditions.
- **Survey:** All Boundary and Topographic survey work is included within the AE scope and shall be performed during the Schematic Phase. The information shall be incorporated into the Schematic Design. In addition, copies of the boundary and topographic survey shall be submitted separately as a part of the Schematic Design Deliverable.
- **Preliminary Plans and Specifications:** The 95% SD Deliverable shall include preliminary plans and specifications sufficient to represent the entirety of the program and confirm all elements of the design have been accounted for. Overall building location, size, layout and interior space alignment and flow should be finalized by the end of Schematic Design. Site planning and civil design shall be to the point that County environmental and the RWQB can review and preliminarily approve of the approach. Verification of existing conditions (structural, MEP, etc.) shall be complete, and necessary tie-in requirements confirmed.
- **Schedule:** AE shall develop a detailed project schedule including milestones for each of the three (3) project Phases described herein, including dates for deliverables and County reviews.
- **Constructability Reviews:** The AE shall submit the 95% SD plans to an independent general contractor for a comprehensive constructability review. Revisions based on the constructability review shall be incorporated for the 100% SD deliverable to the County. All constructability review comments and responses shall also be submitted separately as part of the Schematic Phase deliverable. Note the interface with the existing Emergency Operations Center (EOC) shall be considered as part of the constructability review.
- **Cost Estimate:** Submit an independent cost estimate for the Schematic Phase after incorporation of all constructability review comments. Note this process requires a third-party general contractor and cost estimating firm for these tasks, retained by the AE as part of this RFQ. Submittal of the revised 100% schematic plans and the cost estimate are considered the deliverable due August 6, 2021 per the schedule in Section 7.0.
- **Estimate Reconciliation:** Prior to proceeding to the Construction Document phase, the AE and their selected third party cost estimating firm will be expected to participate with the County (and any outside County consultants), in estimate reconciliation and possible value engineering activities to maintain the project budget. AE shall allot three (3) separate meetings of up to three (3) hours each for this activity.



County of Santa Barbara: General Services Capital Projects Division

Regional Fire Communication Facility: Request for Qualifications - Full Design Services

- **Resolution and Incorporation of County Comments to the Schematic Design:** The AE shall review, incorporate and/or respond to all County comments to the Schematic Design Package. The County will provide all comments back to the design team within three (3) weeks of receipt of the deliverable. County requests that may have potential cost impacts to the project shall be flagged for discussion and resolution between the County and the Architect.

Additional Requirements Include:

- **Architecture:** Develop preliminary finish and hardware schedules. Develop any necessary facility hardening design parameters. *Exterior architectural design plans shall be compatible with the current aesthetics of the existing EOC.* As part of the Schematic Design deliverable, Architect shall provide a complete list of all proposed deferred approval items for review and approval by the County (for all design disciplines). The County is under no obligation to approve any, or any minimum or maximum amount, of Deferred Approval items.
- **Structural:** Identify the structural system. Develop critical clear span and bay spacing along with vertical height requirements. Review and determine structural impacts and solutions for connection to the existing EOC building.
- **Mechanical, Electrical, Plumbing, Fire Sprinklers and Fire Alarm:** Define and set system service parameters for basic systems, specialized systems and essential service systems. Establish energy design goals and performance criteria. Review current generator system for connection to, and verification of load capacity for new construction. Obtain County Standards for MEP trade fixtures for incorporation into the design and verification with NZE requirements.
- **Civil / Site Design:** Develop design parameters for site design that are consistent with the programming needs of the facility and include CEQA / ADA approval constraints, drainage, utilities, traffic, acoustical, site balance and access. Design should incorporate any modifications to the existing retention basin and inlets as required. Civil designer of Record shall be the Qualified SWPPP Designer (QSD) for the project.
- **Landscape:** Develop a conceptual landscaping and irrigation design narrative.
- **Specialized Design and/or Equipment:** Provide design performance criteria to integrate the facility with specialized equipment including but not limited to: generators, door hardware, NZE equipment, security equipment, cameras and access controls.
- **Signage:** Provide a signage narrative.
- **Net Zero Energy:** Identify and explain the NZE approach.
- **CPTED Design Coordination:** Conduct teleconference with County's Physical Security Coordinator for CPTED Design review.

PHASE 2 – Construction Documents (50% CD, 95% CD, and BID SET): This phase has three (3) deliverables: the 50% CD deliverable, the 95% CD deliverable and the Bid Set deliverable. The general goal of this phase is to advance (50%) and finalize (95%) the interior and exterior space plans developed in the Schematic Design phase and issue the documents for bid (Bid Set). All designs shall comply with Americans with Disabilities Act (ADA) design standards and ADA Accessibility Guidelines (ADAAG).

- **Code Compliant Design:** The selected AE shall deliver a full and complete, code compliant design consisting of Architectural, Structural, Mechanical, Electrical, Plumbing, Telecommunications, Audio-Visual, Physical and Electronic Security Systems, Controls, Fire Sprinklers, Fire Alarm, Civil, Landscaping, Acoustical, and specialized equipment services.
- **Plans and Specifications:** The plans and specifications shall include site plans, floor plans, roof plans, exterior and interior elevations, exterior and interior sections, schedules,



County of Santa Barbara: General Services Capital Projects Division

Regional Fire Communication Facility: Request for Qualifications - Full Design Services

diagrams, sequences of operations, and details sufficient, and in sufficient quantity to ensure a complete, coordinated, code compliant and buildable design.

- **Specifications:** Specifications shall be in CSI Format. The selected AE shall be responsible for coordinating all divisions of the performance specifications with the plan sets. In addition, coordination to include County Standards, and NZE equipment standards shall be required.
- **Deliverables:** For each intermediate deliverable in this phase (50% and 95%), the design team shall submit plans to an independent general contractor for a comprehensive constructability review. Revisions based on the constructability review shall be incorporated into each of the deliverables submitted to the County for this phase. All constructability review comments and responses shall be submitted as part of the Construction Document phase deliverables (at both 50% and 95%). Submit an independent cost estimate for each Construction Document Phase deliverable (50% and 95%) after incorporation of all constructability review comments. Please note this process requires a third-party general contractor and third-party cost estimating firm for these tasks, retained by the AE as part of this RFQ. Submittal of the revised (post constructability review) 50% construction documents plans and specifications and the cost estimate are considered the deliverable due November 5, 2021 per the schedule in Section 7.0. Submittal of the revised (post constructability review) 95% plans and specifications and the cost estimate is considered the deliverable due February 7, 2022.
- **Estimate Reconciliation:** Prior to proceeding to the 95% Construction Document phase, the AE and their selected third-party cost estimating firm will be expected to participate with the County (and any outside County consultants) in estimate reconciliation and possible value engineering activities to maintain the project budget. AE shall allot three (3) separate meetings of up to three (3) hours each for this activity.
- **Resolution and Incorporation of County Comments to the Construction Documents:** The AE shall review, incorporate and/or respond to all County comments to the Construction Document deliverables (50% and 95%). The County will provide all comments back to the AE within three (3) weeks of receipt of the deliverable. County requests that may have potential cost impacts to the project shall be flagged for discussion and resolution between the County and the AE.
- **BID SET Deliverable:** The AE shall resolve with the County and incorporate any comments from the 95% CD set into the project which then represents the BID SET deliverable.

Additional Requirements Include:

- **Architecture:** Exterior architectural design plans shall be compatible with the current aesthetics of the existing EOC.
- **Structural:** For any deferred approval items (approved by the County in the Schematic Phase) provide appropriate design parameters to ensure compatibility with the overall structural system.
- **Mechanical, Electrical, Plumbing, Telecommunications, Fire Sprinklers and Fire Alarm:** Ensure redundant systems for HVAC and electrical (generator tie in) are provided within the full design. Coordinate via the County Project Manager to ensure incorporation of County MEP Standards and that NZE requirements are achieved.
- **Civil / Site Design:** Develop, finalize, and detail the site design to include all necessary components required, including CEQA / ADA and SWPPP. Approval of the Regional Water Quality Board (RWQB) for the storm water design shall be required of the AE.
- **Landscape:** Specific coordination with the County and Civil EOR shall be required. Percolation testing requirements, maintenance periods, and extra plants shall be addressed with the County and requirements included within the plans and specifications.



County of Santa Barbara: General Services Capital Projects Division

Regional Fire Communication Facility: Request for Qualifications - Full Design Services

- **Specialized Design and/or Equipment:** Coordination with the County Energy Manager in relation to UPS systems, batteries, solar, and generator tie in shall be required.
- **Signage:** Provide a complete signage schedule (building, room names/numbers, etc.), specification, mounting details, and sign details in the plans. Signage schedule (other than code required signage) shall be reviewed and approved by the County at the 50% CD phase deliverable for final incorporation at 95%. Signage package shall also include all parking, ADA, and directional signage.
- **Net Zero Energy:** Confirmation the design meets all NZE requirements.

PHASE 3 – Bidding and Construction Administration:

- **BID PHASE:**
AE shall be responsible for timely review and reply to all pre-bid Requests for Information (RFIs) and any pre-bid product substitution requests to meet County response deadlines. Any required addenda drawings, clarifications, or design team required responses shall be provided to the County for issuance in formal bid addenda. After the bid, final incorporation of all addenda into a conformed set (both plans and specifications) for construction and issuance to the winning bidder shall be the responsibility of the AE.
- **BID RESULTS AND AE RESPONSIBILITY FOR RE-DESIGN**
In the event the actual construction bids exceed the reconciled 100% CD estimate by more than 10%, and the County elects - for any reason whatsoever - not to move forward with award based on the bid results, the AE shall be responsible to provide re-design services at no additional cost to the County to bring the project back to the reconciled 100% CD Budget. Re-design modifications shall be coordinated with and approved by the County prior to plan and specification revisions. The timeline for such revisions shall be six (6) weeks from the date of notification from the County.
- **COURSE OF CONSTRUCTION:**
AE shall be responsible for timely review and responses to RFIs, submittals, and contractor change order requests. AE shall prepare Cost Request Bulletin's for issuance to the Contractor for Owner initiated/requested changes. AE shall be responsible to coordinate with all sub-consultants and issue all Architect's Supplemental Instructions (ASI's), bulletins, or other clarification documents as required. AE shall perform site visits (1 per month) during construction and prepare site visit reports. Sub-consultant site visits shall be in sufficient quantity to observe the work in enough detail to sign off on the final installations. AE shall be responsible for coordinating sub-consultant site visits with the Owner and Contractor, coordinating the Punch list development – including sub-consultants - issuance, and sign-off. AE attendance at weekly Owner-Architect-Contractor (OAC) meetings, special coordination meetings, and pre-installation meetings is required. Coordination of all sub-consultant responses/communications, and coordination with the Owner on cost impact clarifications shall be the responsibility of the AE.

5.0 OTHER PROJECT CONSULTANTS

The environmental analysis associated with this project is not included in the AE scope of work. County will be responsible for all processing necessary for the project environmental approvals. The results of this process, as well as required mitigation measures, will be incorporated by the AE into the schematic design documents by the AE as part of the SD package deliverable described in section 4.0.

The boundary and topographic survey are included in the AE scope of work – refer to Section 4.0. The geotechnical analysis associated with this project is not included in the AE scope of work. County will



County of Santa Barbara: General Services
Capital Projects Division

Regional Fire Communication Facility: Request for Qualifications - Full Design Services

contract with separate consultants as necessary for this work. Results of this process, as well as site features and recommended site construction work, will be incorporated into the schematic design documents by the Architect as part of the schematic design package deliverable described in section 4.0.

The materials testing and special inspection services associated with this project will be contracted separately by the County (in coordination with the Design team) with an independent consultant during the design of this project.

As described in Section 4.0, the successful proposer will be required to utilize a third-party cost estimating firm for all cost estimates, and an independent construction general contractor to perform constructability reviews.



County of Santa Barbara: General Services
Capital Projects Division



ADD. SERVICE AUTHORIZATION

Date: May 31, 2024 Revised August 27, 2024	
Client: County of Santa Barbara	Task ID Number: 3.1a, 3.1b, 3.1c, 3.1d
Project Name: Santa Barbara County Regional Fire Communication Facility	Project Number: 2250-01-CI21

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the County of Santa Barbara (the "Client") dated July 13, 2021 (the "Prime Agreement") for the project: Santa Barbara County Regional Fire Communication Facility (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Task 3.1: Construction Administration

As with any construction project, there are expected clarifications, challenges, and modifications that are anticipated. RRM Design Group (RRM) tries to capture a reasonable construction administration fee to accommodate these. Occasionally we encounter situations that require additional design and administration services to assist in the thorough completion of projects. The Santa Barbara County Regional Fire Communication Facility has encountered extensive schedule, scope, and other challenges that have gone beyond the anticipated normal design team scope of services.

We are requesting a contract amendment to cover our expended and upcoming costs to continue to provide our construction administration services. Below is a summary of significant clarifications, challenges, and modifications that have contributed to the request. In addition, please refer to the attached Exhibit C for more detailed itemized justification of cost.

For ease of review, the following summary of Task 3.1 contract terms include: one site observation visit per month and weekly teleconference owner-architect-contractor (OAC) meetings. This is consistent with our proposal which was based on a 15-month construction

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www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Comacho, PE 76377 • Steve Webster, LS 7561 • Jeff Heller, LA 2844



County of Santa Barbara: General Services
Capital Projects Division



Santa Barbara County Regional Fire Communication Facility

Additional Service Authorization

Revised August 27, 2024 ~~May 31, 2024~~

Page 2 of 4

schedule including 64 teleconference OAC meetings, 15 site observations (one per month), and two additional as needed site visits.

Subtask 3.1a: Schedule Extension

The duration of construction administration services has been extended due to unforeseen circumstances and contractor delays. Below is a summary of the baseline to current construction schedule:

- Construction contract (309 days):
 - Baseline: March 15, 2023 – May 20, 2024 (14 months)
 - Recovery Schedule 1: March 15, 2023 – June 21, 2024
 - Extended for fiber line and adjusted to accelerate construction to mitigate contractor delays
 - Extensive structural observation visits due to expedited schedule sequencing
 - Recovery Schedule 2 (Current): March 15, 2023 – August 15, 2024
 - 60 days past 15 months
 - Due to performance and current status of job not anticipated to make this date
 - Estimated 75 days past 15 months (17.5 months total)
- Estimated additional to completion:
 - Estimated 90 days past 15 months (18 months total)

Subtask 3.1b: Additional On-Site Meetings

Due to the nature of the project, contractor ability, and expedited schedule, it was requested that RRM provide weekly on-site visits. This was in contrast to the monthly visits in the contract (see summary above). RRM has attended 51 on-site meetings/visits as of May 28, 2024 which was adjusted for holidays and occasional teleconferences. This includes 34 additional site visits currently and estimating an additional 14 site visits to the end of the project per the extended schedule (see Subtask 3.1a) for an estimated 48 additional on-site meetings.

Subtask 3.1c: Contractor Initiated Additional Services

It is in our opinion that the contractor team that was selected for the job is not qualified to construct and manage a job of this nature and/or was not provided appropriate support. This resulted in considerable additional design team services beyond what is the industry standard. This is detailed in the attached Exhibit C (only items deemed beyond the industry standard), but in summary this included:



County of Santa Barbara: General Services Capital Projects Division



Santa Barbara County Regional Fire Communication Facility

Additional Service Authorization

Revised August 27, 2024 ~~May 31, 2024~~

Page 3 of 4

- Twenty (20) substitution reviews, many of which were substantial and required follow-up meetings and design team research
- One-hundred-four (104) additional submittal reviews because of incomplete or inaccurate information
- Considerable design modifications or reviews due to contractor quality assurance/quality control (QA/QC) issues
- Monthly contractor compliance meetings to assure administrative requirements were being met
- Expedited room by room observation (punch list) to finalize rooms in order to mitigate the impact of schedule delays

Subtask 3.1d: County Initiated Additional Services

As with any project, as it develops, refinements are going to be identified as it becomes a physical manifestation. RRM strives to accommodate minor requests within the budgeted amount, however the degree and complexity may require additional service requests. There have been several requests that have accumulated and require additional service requests. The additional services provided are detailed in the attached Exhibit C but include items such as artwork coordination (not accepted in proposal), significant ITD post-design coordination, fiber-line rework and coordination, two phases with separate contractors, additional site-scanning, and redesign of the lower parking area due to unmarked utilities.

This task also includes a review of and modifications (ASI 019) to the equipment room, due to a change in the Client's equipment and systems.

TASK AND FEE SUMMARY

TASK	DESCRIPTION	T&M NTE (see footnote)
Task 3.1	Construction Administration	
3.1a	Schedule Extension	\$ 25,000
3.1b	Additional On-Site Meetings	\$ 50,000
3.1c	Contractor Initiated Additional Services	\$ 40,000
3.1d	County Initiated Additional Services	\$ 40,000
Total Estimated Additional Fees:		\$ 155,000



County of Santa Barbara: General Services
Capital Projects Division



Santa Barbara County Regional Fire Communication Facility

Additional Service Authorization

Revised August 27, 2024 ~~May 31, 2024~~

Page 4 of 4

Fee Footnote

Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) establish the maximum that will be billed for each task. Amounts billed will reflect actual hours and will not exceed the maximum amount shown without prior approval by the Client.

Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

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County of Santa Barbara: General Services
Capital Projects Division

RRM Supplementary Service Orders 1 through 3



County of Santa Barbara: General Services
Capital Projects Division



GENERAL SERVICES DEPARTMENT

Kirk Lagerquist, Director

Lynne Dible, Assistant Director, CFO

Skip Grey, Assistant Director, Real Property & Fleet

Patrick Zuroske, Assistant Director, Capital & Facilities-Maintenance

April 7, 2023

RRM Design Group
ATTN: Mr. Michael Scott
Principal/Vice President
3765 S. Higuera, Suite 102
San Luis Obispo, CA 93401

Project: #19005 EOC&RFCC; PSA CN24271
Subject: Supplementary Services Order - 001 & 002

The executed Professional Services Agreement between RRM Design Group and the County of Santa Barbara includes an allowance for supplementary services which may be authorized by the Owner for additional services during the course of the contract. The Owner wishes to execute Supplementary Service Order's (SSO) 001 & 002 for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) and hereby authorizes the following Additional Services accordingly.

ADD Service # 001 –

Task 2.2a Construction Documents: RRM and SFMI to modify its construction documents to add base bid scope providing visual surveillance coverage of the east parking of the site and indicating placement of the existing analog cameras in and on the exterior of the EOC building.

Task 3.1 Construction Administration: Expand the scope of the base bid construction administration and punch list checkout activities to incorporate the additional areas of camera coverage.

Estimated Cost Not to Exceed \$9,400 (Lump Sum)

ADD Service # 002 –

Task 4 (Including Subtasks 4.1 – 4.5): Address the monitoring, sampling and documentation requirements of a QSP for stormwater discharges associated with construction and land disturbance activities as set forth in State Water Resources Control Board, General Construction Storm Water Permit Order No. 2012-0006-DWQ (General Permit).

Estimated Cost Not To Exceed \$20,500

Please reference the attached revised Consultant's Compensation Summary (EXHIBIT C) for a total contract summary.

Sincerely,

Fernando Orta, Project Manager, General Services – Capital Projects

260 N. San Antonio Road – Casa Nueva, Santa Barbara, CA 93110 • (805) 568-2625
www.countyofsb.org



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



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

EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Basic Services described in <u>Exhibit A, "Consultant's Scope of Work and Hourly Rates"</u> shall be:	
	Design Services for Base Service	\$1,175,061
	Design Services for Optional Tasks O.1, O.2 and O.6	\$151,221
	ADD Service # 001 – Bid Scope for Surveillance Cameras at (E) EOC	\$9,400
	ADD Service # 002 – QSP Services Throughout Construction	\$20,500
	SUBTOTAL: Fixed Fee for Basic Services	\$1,356,182
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
	Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services Allowance (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a Supplementary Services (SS) Order , issued during the period of the PSA.	\$13,410
c.		
2.	MAXIMUM COMPENSATION (a+b+c)	\$1,369,592

3. PROGRESS PAYMENTS

- For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
- For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**
- Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.
- Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

END EXHIBIT C



County of Santa Barbara: General Services
Capital Projects Division



ADD. SERVICE AUTHORIZATION

Date: March 28 th , 2023	
Client: County of Santa Barbara	Task ID Number: 2.2a and 3.1
Project Name: Santa Barbara County Regional Fire Communication Facility	Project Number: 2250-01-CI2I

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the County of Santa Barbara (the "Client") dated July 13, 2021 (the "Prime Agreement") for the project: Santa Barbara County Regional Fire Communication Facility (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Task 2.2a: Construction Documents

RRM and SFMI to modify its construction documents to add base bid scope providing visual surveillance coverage of the east parking of the site and indicating replacement of the existing analog cameras in and on the exterior of the EOC building.

Fixed Fee:

- \$6,700 (see footnote)

Task 3.1: Construction Administration

Expand the scope of the base bid construction administration and punch list checkout activities to incorporate the additional areas of camera coverage.

Fixed Fee:

- \$2,700 (see footnote)

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1774 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Jeremy Grant, Architect C26773 • Robert Camacho, PE 76597 • Steve Webster, LS 7661 • Jeff Ferber, LA 2844



County of Santa Barbara: General Services
Capital Projects Division



Santa Barbara County Regional Fire Communication Facility
Additional Service Authorization

June 6, 2022

Page 2 of 2

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.

Total Estimated Additional Fees: \$9,400

Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

jrw\N:\2100\2250-01-G121-Santa Barbara Co Fire Comm Facility\Project Management\Contracts\Addendums\ASA-Task 2.2a-3.1\ASA-Task 2.2a-3.1-jrw-01-04-23.docx



County of Santa Barbara: General Services
Capital Projects Division



ADD. SERVICE AUTHORIZATION

Date: March 30, 2023	
Client: County of Santa Barbara	Task ID Number: Task 4
Project Name: Santa Barbara County Regional Fire Communication Facility	Project Number: 2250-01-CI21

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the County of Santa Barbara (the "Client") dated July 13, 2021 (the "Prime Agreement") for the project: Santa Barbara County Regional Fire Communication Facility (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

It is our understanding that the project is set to begin construction in April 2023, for a duration of approximately 14 months. The project consists of the demolition of an existing parking lot and the construction of a new emergency operations building. The project will disturb more than 1.0 acre of soil which triggers the need for a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP has determined that the project falls under the Tier 3 category, which requires a Qualified SWPPP Practitioner (QSP) services throughout construction.

SCOPE OF SERVICES

Task 4: Qualified SWPPP Practitioner

The following Scope of Services addresses the monitoring, sampling, and documentation requirements of a QSP for stormwater discharges associated with construction and land disturbance activities as set forth in State Water Resources Control Board, General Construction Storm Water Permit Order No. 2012-0006-DWQ (General Permit).

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County of Santa Barbara: General Services Capital Projects Division



Santa Barbara County Regional Fire Communication Facility

Additional Service Authorization

March 30, 2023

Page 2 of 4

The monitoring, sampling, and documentation requirements represent a portion of work associated with meeting the requirements of the General Permit. A Legally Responsible Person (LRP) associated with the Owner is responsible for the online certification of the Notice of Intent and reviewing the submitted materials including weekly monitoring reports and any ad hoc reports required throughout construction. The contractor is responsible for the implementation of the Best Management Practices (BMP). A hard copy of the SWPPP and any other reports shall be kept on site within the construction trailer and made available at all times during construction hours to the regional board inspector. RRM will not be responsible for BMP implementation or maintaining hard copies of all documentation including the SWPPP binder and monitoring reports. We assume a 14-month duration for construction. The following fees include services for 14 months and the assumed qualifying rain events, as described below.

Subtask 4.1: Weekly Site Monitoring

RRM will perform weekly visual inspections of the project site to ensure compliance with the General Permit and implementation of the BMP outlined in the project SWPPP and the project erosion control plan. In an effort to reduce the cost associated with weekly monitoring, RRM will perform 'virtual' visual inspections in lieu of site visits by way of contractor-provided site photographs and/or video twice monthly during the dry season (May 1 to October 1). We assume the contractor will be available and willing to provide photographs twice per month. All other inspections will include site visits from RRM inspectors. Monitoring will also include tracking the NOAA weather website for rain forecasts of 50% or greater, the trigger for a Rain Event Action Plan (REAP) preparation, and pre-storm inspection. We assume that pre-storm and post-storm inspections will fall within the weekly monitoring time frame.

Deliverables:

- *Inspection reports*

Subtask 4.2: REAP Preparation

RRM will prepare a REAP in the event that a rain forecast is 50% or greater. We assume a total of ten qualifying rain events that will trigger a REAP preparation. RRM will contact the Owner should the qualifying rain event total exceed ten, which will require an additional services request. The REAP will include the site-specific information, as outlined in the General Permit, and will be provided to the contractor the day prior to the expected rain event so that recommended BMP and other procedures are able to be implemented.



County of Santa Barbara: General Services Capital Projects Division



Santa Barbara County Regional Fire Communication Facility
Additional Service Authorization

March 30, 2023

Page 2 of 4

The monitoring, sampling, and documentation requirements represent a portion of work associated with meeting the requirements of the General Permit. A Legally Responsible Person (LRP) associated with the Owner is responsible for the online certification of the Notice of Intent and reviewing the submitted materials including weekly monitoring reports and any ad hoc reports required throughout construction. The contractor is responsible for the implementation of the Best Management Practices (BMP). A hard copy of the SWPPP and any other reports shall be kept on site within the construction trailer and made available at all times during construction hours to the regional board inspector. RRM will not be responsible for BMP implementation or maintaining hard copies of all documentation including the SWPPP binder and monitoring reports. We assume a 14-month duration for construction. The following fees include services for 14 months and the assumed qualifying rain events, as described below.

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Deliverables:

- *Inspection reports*

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County of Santa Barbara: General Services
Capital Projects Division



Santa Barbara County Regional Fire Communication Facility
Additional Service Authorization
March 30, 2023
Page 4 of 4

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 per the terms of the attached Exhibit A-I.

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

- Geotechnical services
- Infiltration testing

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.

Total Estimated Additional Fees:	\$20,500
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Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

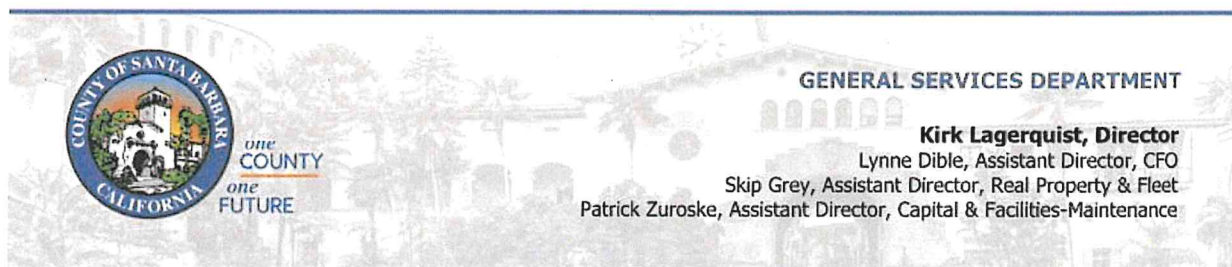
Date

Print Name, Title

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County of Santa Barbara: General Services
Capital Projects Division



July 5, 2023

RRM Design Group
ATTN: Mr. Michael Scott
Principal/Vice President
3765 S. Higuera, Suite 102
San Luis Obispo, CA 93401

Project: #19005 EOC&RFCC; PSA CN24271
Subject: Supplementary Services Order - 003

The executed Professional Services Agreement between RRM Design Group and the County of Santa Barbara includes an allowance for supplementary services which may be authorized by the Owner for additional services during the course of the contract. The Owner wishes to execute Supplementary Service Order (SSO) 003 for Supplementary Services (PSA Part 10.03) and hereby authorizes the following Additional Services accordingly.

ADD Service # 003 –

Task 5.1 Utility Investigation and Locating: RRM Design Group and C Below, Inc. will provide a comprehensive utility investigation for the new proposed location of the Media check-in location and will investigate copper lines that have been identified. Appropriate surface locating methods to be used to determine the existence and horizontal position of all utilities within the new proposed area for Media check-in location.

Estimated Cost Not to Exceed \$1,854 (Lump Sum)

Please reference the attached revised Consultant's Compensation Summary (EXHIBIT C) for a total contract summary.

Sincerely,

Fernando Orta
Project Manager, General Services – Capital Projects

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www.countyofsb.org



County of Santa Barbara: General Services
Capital Projects Division



County of Santa Barbara: General Services
Capital Division

EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a. Consultant's Fixed Fee for the Basic Services described in <u>Exhibit A</u> , "Consultant's Scope of Work and Hourly Rates" shall be:	
Design Services for Base Service	\$1,175,061
Design Services for Optional Tasks O.1, O.2 and O.6	\$151,221
ADD Service # 001 – Bid Scope for Surveillance Cameras at (E) EOC	\$9,400
ADD Service # 002 – QSP Services Throughout Construction	\$20,500
ADD Service # 003 – Utility Investigation and Locating	\$1,854
SUBTOTAL: Fixed Fee for Basic Services	\$1,358,036
b. Allowance for Reimbursable Expenses pursuant to Part 10.02	1 \$0
c. Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services Allowance (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a Supplementary Services (SS) Order , issued during the period of the PSA.	\$11,556
2. MAXIMUM COMPENSATION (a+b+c)	\$1,369,592

3. PROGRESS PAYMENTS

- For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
- For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**
- Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.
- Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

END EXHIBIT C



County of Santa Barbara: General Services
Capital Projects Division



ADD. SERVICE AUTHORIZATION

Date: June 28, 2023

Client: County of Santa Barbara

Task ID Number: 5.1

Project Name: Santa Barbara County Regional Fire
Communication Facility

Project Number: 2250-01-C121

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the County of Santa Barbara (the "Client") dated July 13, 2021 (the "Prime Agreement") for the project: Santa Barbara County Regional Fire Communication Facility (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Task 5: Utility Investigation and Locating

Subtask 5.1: Identifying Copper Lines

RRM Design Group and C Below, Inc. will provide a comprehensive utility investigation of the outlined project area and will investigate copper lines that have been identified by the Client. The purpose of this investigation is to find identified copper lines to quality level B per ASCE 38-02 and to positively identify the horizontal and vertical locations of the utility lines.

Deliverables:

- *Utility locations along with depth estimates marked directly on the surface*

Fixed Fee:

- **\$1,854** (see footnote)

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.

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County of Santa Barbara: General Services
Capital Projects Division



Santa Barbara County Regional Fire Communication Facility
Additional Service Authorization

June 28, 2023

Page 2 of 2

Total Estimated Additional Fees: **\$1,854**

Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

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