

Attachment 1



County of Santa Barbara

GENERAL SERVICES DEPARTMENT

Capital Projects Group

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

T.Y.R. INC.

FOR

**CONSTRUCTION INSPECTION/INSPECTOR OF RECORD SERVICES FOR
SANTA BARBARA COUNTY NORTHERN BRANCH JAIL PROJECT
NO. 8600**

January 28, 2020

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

**CONSTRUCTION INSPECTION/INSPECTOR OF RECORD SERVICES FOR
SANTA BARBARA COUNTY NORTHERN BRANCH JAIL PROJECT 8600**

This is the Second Amendment to the Agreement between THE COUNTY OF SANTA BARBARA (hereinafter "County") and T.Y.R. Inc. (hereinafter "Contractor").

WHEREAS, on June 21, 2016, the parties hereto entered into an Agreement for Services of Independent Contractor BC16218 (hereinafter "Agreement") in connection with the Northern Branch Jail Project ("Project"); and

WHEREAS, on February 26, 2019, the parties hereto amended the Agreement in accordance with the provisions of the Agreement, to add additional services and compensation for said services ("First Amendment"); and

WHEREAS, the parties hereto desire to amend the Agreement ("Amendment No. 2"), in accordance with the provisions of the Agreement, to extend the term and provide compensation for said additional services.

NOW, THEREFORE, Owner and Contractor agree as follows:

1. Amendment No. 2 increases the maximum compensation limit of \$765,134.00 by \$51,719.00 for a Maximum Compensation Limit (MCL) of \$816,853.00.
2. Amendment No. 2 increases the term of the contract and replaces the "TERM" clause with the following:

TERM. CONTRACTOR shall commence performance on the start date noted in the Notice to Proceed issued by the COUNTY and end performance upon completion, but no later than 47 months after the start date noted in the Notice to Proceed, unless otherwise directed by COUNTY or unless earlier terminated.
3. Amendment No. 2 is effective starting January 28, 2020 through August 30, 2020.
4. Exhibit B of the Agreement is hereby replaced with the revised Exhibit B, attached hereto and incorporated herein by reference, which specifies the revised MCL that the County will pay to the Contractor inclusive of all authorized Services and authorized Reimbursable expenses.
5. Exhibit D, "Schedule of Work" is hereby amended to reflect the following construction milestone table for project completion. Dates are estimates based on the current information available to the County, and are subject to change.

<u>Key Event</u>	<u>Completion Date</u>
Substantial Completion	March 3, 2020
Final Completion	May 04, 2020
Occupancy	August 2020

ESTIMATED CONSTRUCTION TIME: 47 mo. / 1454 calendar days

6. Except as amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
7. The signatories to this Amendment have the authority to bind the parties. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

Amendment No. 2 to the Agreement for Services of Independent Contractor **BC16218** between the **County of Santa Barbara** and **T.Y.R. Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk


By: _____
Chair, Board of Supervisors

Date: _____

**RECOMMENDED FOR APPROVAL:
GENERAL SERVICES**

**CONTRACTOR:
T.Y.R. Inc.
796 Wonder Lane
Costa Mesa, CA 92627**

By: _____
Department Head

By:  _____
Authorized Representative

Name: Youssef Sobhi

Title: President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:

Risk Management

By:  _____
Risk Management

Dept 063

Fund 0032

Program 4000

Account 7460

Project 8600

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County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

**RECOMMENDED FOR APPROVAL:
GENERAL SERVICES**

CONTRACTOR:

**T.Y.R. Inc.
796 Wonder Lane
Costa Mesa, CA 92627**

By: _____
Department Head

By: 
Authorized Representative

Name: Youssef Sobhi

Title: President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

Dept 063

Fund 0032

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Project 8600

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ATTEST:

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County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

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Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

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796 Wonder Lane
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By: _____
Department Head

By: 
Authorized Representative

Name: Youssef Sobhi

Title: President

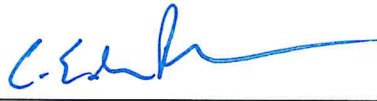
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$816,853.00 (See attached T.Y.R. Inc. Fee Estimate)**
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. **Monthly** 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 REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory 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.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR shall comply with the California Labor Code, including, but not limited to, the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which work is to be done, are on file at the office of the General Services 1105 Santa Barbara Street, Courthouse East Wing, 2nd Floor, Santa Barbara, CA 93101. Copies of these prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/pwd>.



Project Inspector	Hourly Rate
Lead Inspector	\$ 105.00 \$ 111.24 Per Amendment 2
Project Manager	\$ 120.00 \$ 127.30 Per Amendment 2

Services	Rates
Mileage	Per the published IRS rate per mile, applies only to project related work, from jobsite to another location if required.
Travel Time (Air Transportation)	If required, will be at actual cost incurred
Per Diem for Travel (Apartment or Hotel Room Rental)	If required, will be at \$110/night

General Conditions

Regular Time:

First ten (10) hours, Monday through Friday.

Overtime:

Any work on Saturday, Sunday and National recognized holiday will be billed 1.5 regular time.

Additional Four (4) Month Estention Fee Estimate

Name	Role		Aug-18	Sep-18	Oct-18	Nov-18	TOTAL
			Construction Phase				
			Hours	Hours	Hours	Hours	Hours
Bill Barker	Lead JCR		164	160	164	168	656
Yusef Sobhi	Project Manager		8	8	8	8	32
		Totals					726
		Hourly Rate					
Bill Barker	Lead JCR	\$195.00	\$19,320.00	\$14,880.00	\$19,320.00	\$17,280.00	\$71,800.00
Yusef Sobhi	Project Manager	\$120.00	\$960.00	\$960.00	\$960.00	\$960.00	\$3,840.00
		Total					\$75,640.00

AMENDEMENT 1 FEE ESTIMATE

Due to the extension of the project schedule, the following estimated proposal is based upon the continued inspection services through August 12, 2019 and an additional 4 months extension. With the assigned full-time Inspector and the hourly rate of \$108.00, ***the estimated cost of inspection services until August 12, 2019 is \$109,611.60, the estimated cost for the additional 4 months extension is estimated at \$89,121.60, combining both totals to \$198,734.00*** ↑ (this estimate excludes any other additional overtime, off hours and legal holidays).

Please see breakdown below for services until August 12, 2019:

Month	Calendar Days	Working Days	Lead IOR		PM		Total Cost
			Planned # of working Hours	IOR Cost	Planned # of working Hours	PM Cost	
Estimated Start: February -2019	8	6	48	\$5,184.00	-	\$0.00	
March-19	31	21	168	\$18,144.00	5	\$618.00	
April-19	30	22	176	\$19,008.00	8	\$988.80	
May-19	31	22	176	\$19,008.00	8	\$988.80	
June-19	30	20	160	\$17,280.00	8	\$988.80	
July-19	31	22	176	\$19,008.00	8	\$988.80	
Estimated Ending: August 12, 2019	12	8	64	\$6,912.00	4	\$494.40	
Totals	173	121	968	\$104,544.00	41	\$5,067.60	
							\$109,611.60

Please see breakdown below for the additional four (4) months extension:

Month	Calendar Days	Working Days	Lead IOR		PM		Total Cost
			Planned # of working Hours	IOR Cost	Planned # of working Hours	PM Cost	
Estimated Start: Aug. 13, 2019	19	14	112	\$12,096.00	4	\$494.40	
September-19	30	20	160	\$17,280.00	8	\$988.80	
October-19	31	23	184	\$19,872.00	8	\$988.80	
November-19	30	20	160	\$17,280.00	8	\$988.80	
Estimated Ending: December 31, 2019	31	21	168	\$18,144.00	8	\$988.80	
Totals	141	98	784	\$84,672.00	36	\$4,449.60	
							\$89,121.60

AMENDEMENT 2 FEE ESTIMATE

Due to the extension of the project schedule, the following estimated proposal is based upon the continued inspection services through June 30, 2020. With the assigned full-time Inspector and the hourly rate of \$111.24, ***the estimated cost of inspection services until June 30, 2020 is \$51,718.96.*** (this estimate excludes any other additional overtime, off hours and legal holidays).

Please see breakdown below for services until June 30, 2020:

County of Santa Barbara Northern Branch Jail Proposal for IOR Services - Project Extension to June 2020						
Duration	Calendar Days	Working Days	Project Inspector Hours	Project Inspector Cost	Project Manager Hours	Project Manager Cost
01-Jan-20	31	22	176	\$19,578.24	8	\$988.80
Feb-20	29	8	64	\$7,119.36	8	\$1,018.40
Mar-20	31	10	80	\$8,899.20	8	\$1,018.40
Apr-20	30	4	32	\$3,559.68	4	\$509.20
May-20	31	4	32	\$3,559.68	4	\$509.20
30-Jun-20	30	5	40	\$4,449.60	4	\$509.20
Estimated Hours & Price	182	53	424	\$47,165.76	36	\$4,553.20
Total Estimated Cost						\$51,718.96

IOR Inspection Services for the remainder of the project will be limited to periodic inspection and will be coordinated through the County's Authorized Representative. IOR meeting attendance will be determined by the County's Authorized Representative. All periodic inspection services requests will require at least one (1) full working day notice before such inspection is desired. During onsite periodic inspections, the daily minimum inspection services will be for 8 hours which may include off-site document processing as required. Effort shall be made to coordinate multiple inspections within the onsite minimum 8 hours, to maximize the remaining inspection budget. If required, the County's Authorized Representative may authorize additional daily onsite inspection services beyond 8 hours.

END EXHIBIT B