

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH BLACKBIRD ARCHITECTS, INC.
(BC NO. 22-200)**

Pursuant to Paragraph 25 of the Agreement for Services on an Independent Contractor (hereinafter AGREEMENT) entered into on December 6, 2022 as BC No. 22-200, between the County of Santa Barbara (hereinafter COUNTY) and Blackbird Architects, Inc. having its principal place of business at 235 Palm Avenue, Santa Barbara, California 93101 (hereinafter CONTRACTOR), the COUNTY and CONTRACTOR amend the Agreement as follows:

1. Exhibit A1, Statement of Work

Exhibit A, Statement of Work, is hereby amended as follows: CONTRACTOR assumes that construction of all three restrooms will occur at staggered intervals ~~simultaneously~~ whereby site visits when required by the design team to observe a specific milestone of the project (such as the structural engineer visiting to observe specific conditions of the structure's foundations or framing), will allow that design team member to observe the needed feature/milestone for each individual restroom structure ~~all three of the individual restroom structures without additional/subsequent visits.~~

Additional design construction administration services to be provided per Amendment No. 1:

CONTRACTOR bidding and construction observation phases:

- Attendance at additional weekly construction meetings throughout the extended duration of the project (assumed 10 additional site construction meetings); and
- Attendance at two (2) additional punch walks with reports.

CONTRACTOR Civil Engineering (Above Grade Engineering) subconsultant bidding and construction observation phases:

- Includes one (1) additional site visit with written report.

CONTRACTOR Structural Engineering (Taylor & Syfan) subconsultant bidding and construction observation phases:

- Includes thirteen (13) additional site visits with written reports to review built conditions for conformance to the framing and foundation plans:
 - Restroom 1: Four (4) additional visits;
 - Restroom 2: Four (4) additional visits; and
 - Restroom 3: Five (5) additional visits.

CONTRACTOR Mechanical Engineering (MEC, Inc.) subconsultant bidding and construction observation phases:

- Includes eight (8) additional site visits with written reports to review work in progress:
 - Plumbing: five (5) additional observation visits; and
 - Mechanical: three (3) additional observation visits.
- Includes two (4) additional punch walks with written reports:
 - Plumbing: two (2) additional punch walks; and
 - Mechanical: two (2) additional punch walks.

CONTRACTOR Alan Noelle Engineering (ANE) subconsultant bidding and construction observation phases:

- Includes six (6) additional site visits with written reports to review work in progress; and
- Includes two (2) additional punch walks with written reports.

2. Exhibit B1, Payment Arrangements:

- A. For CONTRACTOR services to be rendered under this Amendment, CONTRACTOR shall be paid a total Amendment amount, including cost reimbursements, not to exceed (NTE) **\$124,000**.

- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope contained in **EXHIBIT A1**, 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 **EXHIBIT B1** (Schedule of Fees). Invoices submitted for payment that are based upon the Schedule of Fees noted in **EXHIBIT B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT B1**.

SCHEDULE OF FEES (ESTIMATE BASED ON HOURLY RATES)

| | |
|----------------------------------|----------------------|
| Architectural: | \$ 39,800 NTE |
| Civil Engineering: | \$ 3,450 NTE |
| Structural Engineering: | \$ 22,610 NTE |
| Mechanical/Plumbing Engineering: | \$ 18,560 NTE |
| Electrical Engineering: | \$ 17,250 NTE |
| <u>Contingency:</u> | <u>\$ 20,930 NTE</u> |
| Hourly, Not-To-Exceed Total: | \$ 122,600 NTE |

Estimated Reimbursable Expenses*: \$ 1,400 NTE

- C. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE a monthly 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 the Schedule of Fees noted in **EXHIBIT B1** 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.

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In all other respects, the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Blackbird Architects, Inc.** remains unchanged and in full effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

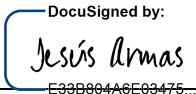
By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Steve Lavagnino, Chair
Board of Supervisors

Date: _____

**RECOMMENDED FOR APPROVAL:
Community Services**

By:  _____
Jesús Armas, Director

**CONTRACTOR:
Blackbird Architects, Inc.**

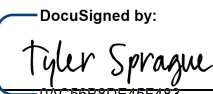
By:  _____
Authorized Representative

Name: Ken Radtkey

Title: President

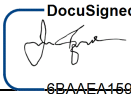
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Risk Management
Greg Milligan

By:  _____
Risk Management