

County of Santa Barbara
General Services
Capital Projects Division

**AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT**

Between

THE COUNTY OF SANTA BARBARA

And

Kitchell/CEM, Inc.

For

CONSTRUCTION MANAGEMENT AND RELATED PROFESSIONAL SERVICES

For

Northern Branch Jail Project

PROJECT NUMBER: 8600

July 16, 2019

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AMENDMENT No. 4 TO PROFESSIONAL SERVICES AGREEMENT

FOR

CONSTRUCTION MANAGEMENT AND RELATED PROFESSIONAL SERVICES

ADULT DETENTION FACILITY

This is the Fourth Amendment to the Agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and Kitchell/CEM, Inc. (hereinafter "Consultant").

PART 1 - RECITALS

- 1.01 **WHEREAS**, on May 14, 2013, the parties hereto entered into an agreement for Construction Management and related professional services ("Agreement"), by Consultant in connection with the Northern Branch Jail Project ("Project");
- 1.02 **WHEREAS**, on September 13, 2013, the parties hereto amended the Agreement to include Commissioning Services by Consultant in connection with the Project ("First Amendment");
- 1.03 **WHEREAS**, on September 20, 2016, the parties hereto amended the Agreement to include Additional Services by Consultant in connection with the Project ("Second Amendment");
- 1.04 **WHEREAS**, on November 6, 2018, the parties hereto amended the Agreement to add additional services and compensation for said services and extend the contract term in connection with the Project ("Third Amendment");
- 1.05 **WHEREAS**, the parties hereto desire to amend the Agreement ("Fourth Amendment" or "Amendment No. 4"), in accordance with Section 16.03 of the Agreement, to add additional services and compensation for said services and extend the contract term as provided in Part 2 and 3 below;
- 1.06 **WHEREAS**, the Project is currently in the Construction Phase and construction is estimated at 90% complete;
- 1.07 **WHEREAS**, this Fourth Amendment is to extend construction management services until the revised completion date and add Architectural and Engineering Services for the remainder of the Project including the Construction, Operation/Project Close-Out, and Warranty Phases; and
- 1.08 **WHEREAS**, Consultant represents itself as a Construction Management and Design Professional having the requisite qualifications, licenses and agrees to perform such services.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This Fourth Amendment to the Agreement expands the Consultant's scope of work for the Project to include additional Professional Services as a result of an approximate 4 month extended construction period requiring expanded Construction Management services essential to complete the Construction Phase of the Project and Architectural and Engineering Professional Services as a result of the unexpected departure of the Project's architect of record, Rosser International, Inc. This Fourth Amendment sets forth the terms and conditions pursuant to which Consultant shall provide services that are essential to

complete the Construction, Closeout, and Warranty Phases of the Project. This Fourth Amendment represents a negotiated scope of work and associated compensation for the additional services and term defined and at a stated maximum amount.

- B. As of the date of this amendment, Consultant is deemed the architect of record for the Project and any references in the Agreement to Architect shall now be to Consultant. The services added in this Fourth Amendment are nonexclusive and Owner can hire or utilize additional Architects and/or Engineers as needed to complete the Project.
- C. This Fourth Amendment to the Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both Owner and Consultant.

2.02 Compensation

- A. This Fourth Amendment increases the previously amended maximum compensation limit of \$3,301,143 by \$949,195 for additional services added by this Fourth Amendment, plus a contingency of \$332,351 for all services necessary to complete the Project for a maximum compensation limit of \$4,582,689. Part 2, paragraph 2.02 "Maximum Compensation" of the Agreement is hereby amended to read:

Compensation for entire Project, which equals the sum of all Project Phases issued pursuant to this PSA, shall not exceed **\$4,582,689 (Four Million Five Hundred Eighty Two Thousand, Six Hundred Eighty Nine 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.

Related specifically to the additional four month Construction Management Services Term, consultant further agrees the maximum monthly invoice amount will not exceed \$71,123.00 and Consultant will only invoice monthly for the actual construction duration. If the contractor completes the construction period prior to December, 2019, Kitchell will consider construction services complete and transition into "operations/closeout & warranty" periods per the provisions of the PSA.

- B. Pursuant to Section 2.02 A above, Exhibit C of the Agreement is hereby amended to include the attached Exhibit C-1, which is incorporated herein, and specifies the Maximum Compensation Limit (MCL) that Owner will pay to Consultant for additional services performed under this Fourth Amendment. The MCL includes all authorized Services and authorized Reimbursable expenses.
- C. Sections 11.08 "Maximum Payment to Consultant" and 11.09 "Maximum Payment to Consultant by Phase" of Part 11 "Compensation and Payment" of the Agreement are hereby amended as reflected above and as stated in Exhibit C1.

2.03 Term

- A. This Fourth Amendment modifies the term of the Agreement as set forth in Part 2, paragraph 2.03 and shall remain in effect for a period of **91 months** from the date of execution of the original Agreement and all phases of work under this Fourth Amendment are to occur concurrently with the phases established under the Agreement.
- B. This Fourth Amendment is effective upon the date of full execution by County, and shall remain in effect for the full term of the Project, unless earlier terminated under Part 12 of the Agreement.

2.04 Scope

- A. The Services and Deliverables identified in Part 3, "Consultant's Responsibilities, Services, And Deliverables", of this Fourth Amendment, establish the full extent of the Architectural and Engineering services and deliverables agreed to between parties. Consultant shall continue

providing Construction Management services in accordance with the Agreement and its amendments.

- B. Any act or event affecting any particular Project Phase, such as its completion, termination, acceptance, non-acceptance, continuation or modification, shall not affect any other Project Phase or this Fourth Amendment unless specifically provided herein or agreed in writing by the parties.

2.05 Consultant Qualifications

- A. Consultant represents that it has the ability to provide staffing and resources necessary to meet the schedules and needs of this Project.

2.06 Project Phases

- A. The Project Phases of the Agreement under which Consultant shall provide Architectural and Engineering services as required in this Amendment are as follows:
 1. Construction Phase
 2. Operation/Project Closeout Phase
 3. Warranty Phase

2.07 Indemnification Requirements

- A. Exhibit F, Indemnification and Insurance Requirements, of the Agreement is hereby amended for purposes of this Fourth Amendment only, as noted in the attached Exhibit F which is incorporated herein by reference.
- B. Section 6 is added to Part 11 "Compensation and Payment", 11.01 "Compensation" subparagraph A:
 6. Errors and Omissions:
 - a. Consultant shall correct errors and omissions in the Contract Documents attributable to Consultant without cost to Owner.
 - b. Owner has the right to pursue claims for any errors and omissions caused by Consultant, subject to the limitations in Exhibit F.

PART 3 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

3.01 Consultant's General Responsibilities

The following General Responsibilities shall apply to all services under this Fourth Amendment performed by Consultant's personnel and agents.

- A. Standard of Care.
 1. Consultant shall perform Services under this Fourth Amendment in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California when performing similar services under similar conditions.
 2. Consultant shall perform Services under this Fourth Amendment in accordance the terms of the Jail Construction Agreement (JCA) and Project Delivery Construction Agreement (PDCA).
 3. Consultant shall perform Services under this Fourth Amendment in compliance with applicable and most stringent written federal, state and local codes, statutes, laws, regulations and ordinances.

4. All Construction Documents shall comply with applicable and most stringent California and local regulations and standards, including those of the Fire Marshal having jurisdiction over the Project, and in effect during performance of Consultant's services.
5. Unless otherwise agreed upon by the County, where the deliverables include review comments, Consultant shall provide comments within 10 working days of receipt of items to review.

3.02 Basic Services & Deliverables

- A. Unless the requirements for the Services and Deliverables described herein are specifically modified in writing, Consultant shall provide its Services and Deliverables in conformance with the requirements described in this section. The services to be included as this Fourth Amendment include design services and contract administration services as the Architect/Engineer of Record (AOR/EOR) for the balance of the project construction phase, closeout phase, and one-year warranty phase. For purposes of this Fourth Amendment, the term Consultant is in reference to the role of (AOR /EOR).
- B. Accordingly for purposes of this Amendment, the following services shall be provided, in addition to what is included in the Agreement Part 5, Paragraphs 5.10 G, H and I and all of these services shall be separately invoiced from Consultant's ongoing construction management services previously included in the Agreement Part 5, Sections 5.10 G, H and I.

1. Construction Phase

- a. Meetings: Consultant shall attend Monthly Construction Phase Progress Meetings- On site as part of Consultants services added by this Fourth Amendment.
- b. Site Visits:
 - (1) Consultant:
 - a. Consultant or Consultant's subconsultants shall visit the site as needed to fully perform Consultant's scope of work defined for the Construction Phase.
 - b. Shall observe the current status of the Work, and prepare and furnish a detailed written report of conditions observed, problems discussed and decisions made. Original and copies of the site visit reports shall be sent to the OAR and Construction Manager within five (5) calendar days of each site visit.
 - (2) Consultant, before leaving the Project site, shall inform Construction Manager when Consultant observes Work that does not conform to the requirements of the Contract Documents. When Consultant's observations so indicate, Consultant shall recommend special inspection or testing of the Work, whether or not such Work be then fabricated, installed or completed.
- c. Communications:
 - (1) All written communications with the Contractor shall be through the OAR unless otherwise directed in writing by the OAR.
 - (2) Any communications between Consultant and Contractor regarding any form of change to the construction contract's Contract Documents (including, but not limited to, changes in price), and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent immediately to OAR. The OAR shall be copied on all communication. The Owner, in its sole discretion, reserves the right to change this requirement, relax this requirement, or revise this requirement.
- d. Interpretation of the Contract Documents:

- (1) Consultant shall provide all design-related technical interpretation of the Contract Documents during construction necessary for the proper execution and progress of the Work.
 - (2) Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
 - (3) For Requests For Information ("RFI's"):
 - a. Consultant shall render written decisions within **five (5) Work Days** unless otherwise agreed between Consultant and OAR.
 - b. Consultant's response date shall be logged and tracked by the Consultant in electronic, web-based document distribution system (DMS) currently being used for the Project.
 - c. Responses to RFI's shall be in the form of drawings, sketches, technical information and/or any other documentation, in sufficient detail for the Contractor to proceed unimpeded with the Work without requesting further clarification.
 - d. In preparing its response to any RFI, Consultant shall evaluate whether the response will result in a change to the requirements of the Contract Documents. If the Consultant's response to a RFI will change the requirements of the Contract Documents, Consultant shall:
 1. Explore all reasonable options to minimize changes to the Contract Documents then;
 2. State in writing in Consultant's response to the RFI that the response to the RFI is a change to the requirements of the Contract Documents.
 3. Promptly notify the OAR and Construction Manager that the Consultant's response to the RFI is a change to the requirements of the Contract Documents.
 - e. Upon Owner's request, Consultant may be required to assist the Owner in negotiating any adjustment in the Contract Time or Contract Sum.
 - (4) For Claims, Disputes and other matters in question between Owner and Contractor, Consultant shall render written opinion/recommendation within **fourteen (14) Days if requested by OAR**.
 - (5) Consultant shall notify Owner and Construction Manager immediately if more time is required, for reasonable cause, to respond to RFI's, Claims, or other matters. The OAR shall, in writing, approve any extension to the maximum response times stated in this Part of the PSA.
 - (6) Consultant's recommendations on disputes, Claims, or other matters, including those in question between Owner and Contractor, are subject to the provisions of the Contract Documents.
- e. Testing and Inspection Reports:
- (1) Consultant shall review all testing and inspection reports submitted by Contractor and/or testing laboratory and any reports furnished by the Construction Manager and others who may be retained or employed by Owner to review the Work.
 - (2) Consultant shall recommend to Owner the issuance of any directives that, based on Design Professionals' evaluation of the report data, are deemed

necessary to obtain compliance with the requirements of the Contract Documents and applicable codes / laws.

- (3) Copies shall be provided to commissioning authority as required for concurrent review.
- f. Verified Reports: Consultant shall make the "Verified Reports" required by the California Penal Code and the Code of Regulations, according to the form and schedule required by those codes, and by the BSCC.
- g. Submittals:
 - (1) Consultant shall review or take other appropriate action on receipt of Contractor Submittals including but not limited to:
 - a. Shop Drawings.
 - b. Coordination Drawings.
 - c. Product Data.
 - d. Samples.
 - e. Color Schedule.
 - f. Substitution Requests.
 - g. Construction Cost Reduction Proposals.
 - h. Submittal Log.
 - i. Testing Log.
 - j. Operation and Maintenance Manuals.
 - k. Warranty/Guarantees.
 - l. Supplier and/or vendor correspondence and related data pertaining to the equipment and systems installed in the Project.
 - (2) Consultant shall review and return all Contractor submittals as promptly as possible, but in no case shall Contractor submittals be returned later than **fourteen (14) Days** from receipt of Contractor's submittals by Consultant.
 - (3) Consultant shall review and return unacceptable or incomplete Contractor's submittals within **nine (9) Days** from receipt of Contractor's submittals by Consultant.
 - (4) Consultant shall provide submittal copies to commissioning authority if applicable for concurrent review during these review durations.
 - (5) Consultant shall notify Owner immediately of any potential delays in meeting the response times stated in this Part of the PSA.
 - (6) Consultant shall immediately notify Owner of any submittal review comment that could result in a Change Order.
 - (7) Except for Contractor Product Substitution requests submitted during the bidding phase, Consultant has no obligation to review Contractor's Submittals not required by the Contract Documents.
 - (8) If the Consultant makes notes on the Contractor's Submittal that constitute a change to the requirements of the Contract Documents, Consultant shall state in Consultant's Submittal response that a Change Order request will be issued and immediately notify Owner in writing of the need to issue a Change Order request.

- (9) The receipt date, submittal identification number, response date, and review stamp action shall be logged and tracked by the Consultant in the electronic, web-based document distribution system selected by Owner. Consultant shall be responsible for maintaining the part of the system which Consultant populates.
- (10) Each submittal shall be stamped with an action stamp. The Design Consultant's action stamp shall have verbiage that is identical to the review stamp verbiage stated in the Project Manual Section 01330.1.11.B. The Action Stamp review verbiage is:
 - a. "No Exceptions Taken."
 - b. "Make Corrections Noted."
 - c. "Revise and Resubmit."
 - d. "Rejected."
 - e. "Submit Additional Information."
 - f. "Returned Without Action."
- h. Substitutions:
 - (1) Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
 - (2) Consultant shall review quality control submittals and requests for substitution beyond the specified manufacturers from Contractor in a timely manner so as to cause no delay to the Contractor or the Project and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.
- i. Change Orders and Field Modifications:
 - (1) Consultant shall prepare supporting data, Drawings, Technical Specifications and other documentation, and provide other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications.
- j. Milestone Acceptance and Project Closeout:
 - (1) Consultant shall attend the closeout conference, participate in the development of Milestone and Project acceptance Deficiency Lists, and attend preliminary and final walk-through inspections to assist Owner in determining the final completion of the Construction Work and/or designated portions of the Work.
- k. Final Observations:
 - (1) Architect shall conduct observations to determine if the work or portions of the work is substantially complete and a final observation to determine if the completed work is acceptable, and will recommend, in writing, whether final payment shall be made to Contractor and will give written notice to the Project Executive that the work either is or is not acceptable subject to any conditions therein expressed.

2. Operation/Project Close-Out Phase

- a. Completion of transition, occupancy and start of operations will require 2 months after substantial completion for Owner's transition team to train staff and perform

the facility shakedown. During the Operation/Project Close-Out Phase, Consultant shall perform the following services at a time requested by Owner:

- (1) Cooperate with Owner's Commissioning Agent for specialized equipment and systems.
- (2) Provide assistance in connection with completion of punch list work including, but not limited to, preparing the initial comprehensive punch list and conducting no more than two follow up Site visits (with follow up punch listing if necessary) in addition to other responsibilities under this contract.
- (3) Together with OAR and CM, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.
- (4) Together with Owner and CM, determine the point of Substantial Completion of Project.
- (5) Together with OAR and CM, coordinate, prepare and submit all final required deliverables under Title 24, the JCA and the PDCA for its final Project approval.

b. Record Documents:

- (1) Consultant shall review the Contractor's as-built documents and will prepare and compile a set of drawings incorporating Rosser's Work Change Proposal Requests, ASI's, and RFI responses using pdf files previously prepared by Rosser.
- (2) Consultant will not be required to provide a conformed set of Record Documents using Rosser's CADD and/or Revit files.

3. Warranty Phase

- a. Consultant shall attend the End of Warranty review meetings as requested.
 - b. Acceptance by the Owner of the Consultant-prepared Close Out Report and Record Documents constitutes completion of the Consultant's Basic Services for compensation purposes; however, the Consultant is required to arrange for and conduct an inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period without additional compensation.
 - c. Consultant shall coordinate with commissioning authority during warranty review.
 - d. Consultant shall, when requested, render advice to assist Owner in obtaining necessary compliance by the Contractor with the terms of said Contractor Warranty/Guarantees.
- C. Assisting in actual claims resolution efforts when such assistance is required by matters unrelated to Consultant's performance or where claims relate to but do not assert deficiencies in Consultant's performance. Providing any other services requested by Owner that are not otherwise included in this PSA and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
- D. Part 6, paragraph 6.01.B, "Completion Milestones", of the Agreement is hereby amended to extend the Completion Milestones as follows:

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

Notwithstanding the Milestone dates shown, Consultant shall assume a 39-month construction duration for purposes of establishing Consultant's fee:

8. Notice to Proceed	<u>September 2016</u>
9. Construction Complete	<u>December 2019</u>
10. Occupancy	<u>February 2020</u>
11. Warranty Period	<u>December 2020</u>

3.03 Additional Services

- A. Assisting in actual claims resolution efforts when such assistance is required by matters unrelated to Consultant's performance of Architectural and Engineering services or where claims relate to but do not assert deficiencies in Consultant's Architectural and Engineering performance. Providing any other services requested by Owner that are not otherwise included in this PSA as Amended and are not customarily furnished in accordance with generally accepted architectural, engineering, Construction Management, and other professional practice.

3.04 Criteria Governing Consultants' Services Added by this Fourth Amendment

- A. Part 5, Section 5.06 "Criteria Governing Consultants Services on the Project" of the Agreement is hereby amended to add the following criteria, A1, C1, 2d, 4, 6, 7, 8, G and I, based on the services added by this Amendment:

1. Consultant shall coordinate and cooperate fully with the applicable State agencies in its required observations of construction.
2. A1 is amended to read: "Needs Assessment Study ("Needs Assessment Study") submitted to the BSCC (but called the "CSA" at time of submittal) by the County, a copy of which has been provided to Consultant."
3. C1, 2d, 4, 6, 7, and 8 are amended to read:

"C. Compliance with Laws: Consultant shall comply with the standard of care applicable to similarly credentialed professionals in design of adult detention facilities, regarding complying with all requirements of all applicable laws as if set forth in this PSA, including without limitation California Codes of Regulations (CCR) Titles 8, 14, 15, 19 and 24. Consultant shall perform all duties that Title 24 imposes on adult detention facility project architects and engineers, including those summarized generally in Sections 13-102 and 470A of Title 24, all of which include, but are not limited to, the following:

1. Prepare all project designs to meet or exceed building standards set forth in Part 5, Title 24 of the California Code, which are minimum standards applicable to construction of adult detention facilities; coordinate submission and approval of same to BSCC, CDCR, the State Fire Marshal, any other public authority with jurisdiction.

2. Coordinate fully with BSCC, CDCR, SPWB, the State Fire Marshal and any other authority with jurisdiction, to secure timely review and approval of Consultant's work including, but not limited to: ...

- d. Determine and advise Owner on four (4) weeks advance notice of all necessary State agency fees, so as to avoid any delay. ...

4. Issue Verified Reports in the form and frequency required by Title 24, showing Consultant's personal knowledge that the work is in every material respect in conformance with the approved plans and specifications. Require that the Project Inspector's, the Contractor's, and Consultant's Subconsultants of all necessary disciplines Verified Reports are submitted as required by Title 24. ...

6. Performing general observation of the work of construction, interpreting the approved drawings and specifications.

7. Fulfill the requirements imposed upon it under Title 24 including, but not limited to, observation and personal contact with the Project, Subconsultants, submitting information to BSCC, CDCR and the State Fire Marshal, and general direction of the work of the Project Inspector (as contemplated by Title 24).

8. Consultant shall establish the extent of the testing of materials consistent with the needs of the Project, shall issue specific instructions to the testing agency, and shall notify BSCC as to the disposition of materials noted on laboratory reports as not conforming to the approved specifications.

4. G and I are hereby added as follows:

G. Consultant shall not, unless otherwise permitted in writing by OAR, propose or recommend any design which has the effect of shifting design responsibilities from Consultant to a contractor, through performance specifications or any other means. Performance specifications will be allowed only when necessary to avoid single vendor sources.

I. Consultant shall not, unless otherwise directed or permitted in writing by OAR, specify unique, innovative, proprietary or sole source equipment, systems or materials. Whenever a proprietary or sole source design or equipment is requested by Consultant, Consultant shall provide Owner with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems can be performed normally and without excessive cost or time. Owner will consider such report in making its decision, and must seek County Board of Supervisor approval for any sole source item. If requested by Owner, as Basic Services, Consultant shall comment on any Owner-proposed unique, innovative, proprietary or sole source equipment, systems or materials.

3.05 Consultant's General Responsibilities

A. Part 5, Section 5.07 "Consultants General Responsibilities" of the Agreement is hereby amended to add the following criteria, A. 4 & 5, 3 H, K. 5 and M, based on the services added by this Amendment:

1. A 4 and 5 are added to read:

4. All Construction Documents shall comply with applicable and most stringent California and local regulations and standards, including those of the Fire Marshal having jurisdiction over the Project, and in effect during performance of Consultant's Services.

5. Consultant shall use its professional judgment and expertise to perform correct applications of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project.

2. NOT USED.

3. H is added to read:

H. Design Quality Control & Coordination Checks:

1. Consultant is responsible for the technical quality of all Documents prepared by Consultant and the Consultant's Subconsultants.

2. Before submitting the completed Construction Documents to Owner, Consultant shall check all Documents for technical quality and coordination within and between disciplines.

3. Consultant shall design systems and equipment to fit in interstitial spaces (above ceiling), chases, and equipment rooms in accordance with the applicable professional standards. Consultant shall verify, through appropriate means including Building Information Modeling (BIM), that systems and equipment, such as HVAC, plumbing, voice/data cabling, electrical bus ducts, suspended ceilings and light fixtures, sprinkler lines, security raceways/cabling, and insulation, will fit in allotted spaces, and not interfere with structural and fixed architectural elements of the building. Although the Contractor is responsible for preparing Coordination drawings indicating the final configuration of these systems, Consultant is responsible for ensuring the accuracy of their design and the adequacy of interstitial spaces, chases and equipment rooms.

4. Technical quality and coordination checks shall be performed in accordance with a procedure acceptable to the Owner. At a minimum, the coordination check procedure shall document that the following items were checked for technical accuracy and coordination:

- a. Architectural, Structural, MEP and other Drawings.
- b. Drawing floor to floor penetration consistency and maintenance access allowances.
- c. Electrical project requirements acceptable for existing facilities projects where applicable.
- d. The requirements of Divisions 2 through 16 are consistent with the requirements of the County's front-end documents (Project Manual, Divisions 0 &1).
- e. Divisions 2 through 16 reference the current construction codes and references at the time of final construction documents.
- f. Materials called for in the Project Manual are currently available and suitable for their intended use.
- g. Manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.
- h. Notes on the Drawings shall coordinate with the requirements of the Project Manual and shall not conflict.
- i. Products and materials specified on the Drawings shall be identical to the products and materials required in the Project Manual, unless otherwise approved in writing by the OAR.
- j. Design layout, utility sources, and other required design elements are compatible with the physical requirements and characteristics of programmed movable furniture and equipment.
- k. The technical sections of the Specifications clearly state the minimum grade, quality, and type of materials and workmanship required.
- l. When three or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, a minimum of three such known manufactured products shall be specified for potential use on the Project.
- m. Security barriers at penetrations through security walls.

4. K.5 and M are added to read:

- K. 5. On-Site Meetings: All meetings which Consultant is required to attend shall be in Santa Barbara County, unless otherwise agreed by the OAR, and include as a minimum Consultant's Project Manager, Consultant's lead staff and specialty Subconsultants for specialty topics involved in the meeting.
- M. Document Management System: Consultant shall utilize the electronic, web-based document management and distribution system ("DMS") currently being used for this Project. The cost and usage fees of the system are the Consultant's responsibility under the CM contract and are not to be billed separately under this Fourth Amendment. Consultant shall be responsible for maintaining the part of the system which Consultant populates with its work products needed to fulfill its required services. Consultant shall post work products on DMS within one day of product completion.

PART 4 - GENERAL PROVISIONS

4.01 Authority and Counterparts

Each party represents that this Fourth Amendment has been executed in compliance with the requirements of Section 16.03 of the Agreement and the signatories to this Fourth Amendment have the authority to bind the parties. This Fourth 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.

4.02 Effect on Agreement

Except as otherwise amended by this Fourth Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any provision of the Agreement and a provision of this Fourth Amendment, this provision of this Fourth Amendment shall control.

PART 5 – EXHIBITS

EXHIBIT A
CONSULTANT'S STAFF AND SUBCONSULTANTS

Exhibit A is hereby amended to add the billable hourly rates for each of the services provided under this Amendment No. 4. as follows:

Consultant/Job Title	Billable Hourly Rate (\$)
Project Executive	220
Project Director	208
EAS Department Manager	195
EAS Ops Manager	185
Project Manager	175
Senior Architect/Engineer	165
Architect/Engineer	160
BIM Specialist	130
Scheduler/Estimator	150
Admin Support	90

END EXHIBIT A

EXHIBIT A1

Amendment No. 4. Design Services Administration Fee

Exhibit A1
SUNMI G/LM Design Services Contract Administration and Licensed Construction Management Fee

Santa Barbara North Branch Jolt Description	Mkt. Rate	Project Executive	Project Director	D&E Department Manager Kathleen Byer	D&E Design Manager Ker. Walker/Dave Pitts.com	Project Manager Pitts.com	Senior Architect/Engineer Lead Architect, M.B. Hoesly/Architect, Hoesly	Senior Staff/Engineer	Architect	Senior Designer	Senior Designer/Engineer	Senior Support	Materials	Total Fee	Type
July															
1.1 Field Visit						60	50							120	\$ 31,200
1.2 Submittal/RFI Reviews						120	100		20					160	\$ 36,000
1.3 Change Order Review						2	20							22	\$ 3,860
1.4 Meeting Minutes and other Reports						18	18					8		24	\$ 3,360
1.5 Agency Coordination							12							12	\$ 1,800
1.6 Project Management				8		18								24	\$ 4,800
Subtotal July		0	0	0	16	72	206	0	40	0	0	0	0	362	\$ 62,360
August															
1.1 Field Visit						30	25							60	\$ 14,400
1.2 Submittal/RFI Reviews						100	100		20					120	\$ 27,600
1.3 Change Order Review						2	20							22	\$ 3,600
1.4 Meeting Minutes and other Reports						12	12					6		18	\$ 2,520
1.5 Agency Coordination						6	6							6	\$ 1,320
1.6 Project Management						12	12							18	\$ 3,240
Subtotal August		0	0	0	12	30	164	0	20	0	0	0	0	270	\$ 44,080
September															
1.1 Field Visit						30	25							60	\$ 13,500
1.2 Submittal/RFI Reviews						100	100		20					120	\$ 27,600
1.3 Change Order Review						2	20							22	\$ 3,600
1.4 Meeting Minutes and other Reports						12	12					6		18	\$ 2,520
1.5 Agency Coordination						6	6							6	\$ 1,320
1.6 Project Management						12	12							18	\$ 3,240
Subtotal September		0	0	0	12	30	164	0	20	0	0	0	0	270	\$ 44,080
October															
1.1 Field Visit						30	25							60	\$ 13,500
1.2 Submittal/RFI Reviews						100	100		20					120	\$ 27,600
1.3 Change Order Review						2	20							22	\$ 3,600
1.4 Meeting Minutes and other Reports						12	12					6		18	\$ 2,520
1.5 Agency Coordination						6	6							6	\$ 1,320
1.6 Project Management						12	12							18	\$ 3,240

Exhibit A1

SINUI KLUM Design Services Contract Addendum and Greenfield Construction Management Fee

Month	PM/RA	Project Executive	Project Director	2nd Director/Manager	3rd Director/Manager	4th Director/Manager	5th Director/Manager	6th Director/Manager	7th Director/Manager	8th Director/Manager	9th Director/Manager	10th Director/Manager	11th Director/Manager	12th Director/Manager	Total Fee	Total
Some Sakaa North Branch Jail																
Subtotal October																
November				6	12	26	94		24	0	6	270			\$ 44,060	
1.1 Field Visit						32	62					63			\$ 18,225	5
1.2 Submit/RA Review							100		24						\$ 19,625	
1.3 Change Order Review						3	16								\$ 4,650	
1.4 Meeting Minutes and other Reports							12								\$ 3,570	
1.5 Agency Coordination															\$ 1,470	
1.7 Project Management				6	12										\$ 4,520	
Subtotal November																
December - Substantial Completion				6	12	38	94		24	0	6	270			\$ 44,060	
1.1 Field Visit						32	62					63			\$ 18,225	5
1.2 Submit/RA Review							100		24						\$ 19,625	
1.3 Change Order Review						3	16								\$ 4,650	
1.4 Meeting Minutes and other Reports							12								\$ 3,570	
1.5 Agency Coordination															\$ 1,470	
1.7 Project Management				6	12										\$ 4,520	
Subtotal December																
January				6	12	38	184		24	0	6	270			\$ 44,060	
1.1 Field Visit - Possible Walkover (3 days)						20	73					85			\$ 14,685	4
1.2 RA Review							101		24						\$ 3,225	
1.3 Change Order Review						3	13								\$ 2,720	
1.4 Close Out Document Review						24	20					73			\$ 11,720	
1.5 Meeting Minutes and other Reports												23			\$ 1,350	
1.6 Agency Coordination															\$ 1,325	
1.7 Project Management				6	12										\$ 3,220	
Subtotal January																
February - Final Completion				6	12	38	180		6	0	4	246			\$ 41,440	
1.1 Field Visit - Final Closeout & Closeout Cont						24	76					120			\$ 18,240	7
1.2 RA Review							76		6						\$ 5,920	
1.3 Change Order Review						4	10								\$ 2,720	
1.4 Close & Final Construction Cont						10	32					48			\$ 6,600	
1.5 Close Out Document Review						10	20					71			\$ 10,720	

Exhibit A1

OPM's CEM Design Services Contract A1 - Description and Estimated Cost for the Management of the

Swire Bank and Health Branch Job	Discipline	Project Manager	Project Engineer	Senior Engineer/Project Engineer	Senior Engineer/Project Engineer	Senior Engineer/Project Engineer	Senior Engineer/Project Engineer	Senior Engineer/Project Engineer	Senior Engineer/Project Engineer	Senior Engineer/Project Engineer	Senior Engineer/Project Engineer	Total Hrs	Total Fee	Rate
1.7 Review Contractor's As Built Documents/ Issues Conference etc												38	\$ 12,250	
1.7 Meeting Minutes and other Reports												10	\$ 3,350	
1.8 Weekly Coordination												8	\$ 1,225	
1.9 Project Management												33	\$ 5,550	
Subtotal February												420	\$70,040	
Total Hours												46	\$92,850	47
Total Fee Per Discipline														

Contract Administration (10% of Total Fee)	\$9,285
Professional Fee (15% of Total Fee)	\$13,928
Contingency (5% of Total Fee)	\$4,643
Subtotal	\$27,856
Contract Administration (10% of Total Fee)	\$9,285
Professional Fee (15% of Total Fee)	\$13,928
Contingency (5% of Total Fee)	\$4,643
Proposed Fee	\$56,607

END OF EXHIBIT A1

EXHIBIT A2
AMENDMENT NO. 4- PROPOSALS FROM SUBCONSULTANTS



Stantec Consulting Services Inc.
2646 Santa Maria Way, Suite 107
Santa Maria, CA 93455

June 25, 2019
File: 2064020861

Attention: Mr. Randy Rominger
Kitchell
1540 Marsh St., Suite 150
San Luis Obispo

Dear Mr. Rominger,

Reference: Santa Barbara North Branch Jail – Civil Engineering Construction Administration and Closeout Services

It is our understanding that Kitchell will be assuming AOR/EOR services for the Santa Barbara North Branch Jail. In order to maintain consistency on the project, we are providing this proposal for our continued service to the project and the County. We are committed to seeing this project through and appreciate the opportunity to work with you and the team.

Our scope of work outlined below is based on our original contract obligations as well as our current understanding of the project completion status. Our contract was for civil engineering for site work including grading, drainage, site sewer lines, domestic water lines, fire lines, access roads, parking and flatwork all outside of the building foot prints. At this time, the majority of the civil work is complete, making our scope limited.

SCOPE OF WORK

Stantec will provide construction administration services specific to the Civil Engineering work for Bid Package 1 as follows:

- RFI responses – assume 14
- CCO reviews – assume 2
- 2 site visits
- Punchlist job walk with contractor, owner, and AOR/EOR
- Develop punchlist and check for corrected deficiencies (assume 1 additional site visit)
- Review of As-Built documents provided by contractor

Please note that our services do not include work associated with the structural engineering, mechanical engineering, fire protection design, landscape design, or electrical design.

Design with community in mind

June 25, 2019
Mr. Randy Rominger
Page 2 of 3

Reference: Santa Barbara North Branch Jail – Civil Engineering Construction Administration and Closeout Services

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Attendance at regular construction meetings
2. As-built or record drawing preparation
3. Value Engineering, revised drawings, or re-design of approved plans.
4. Services beyond those stated in the scope of work.

PROPOSED FEE

Based on our history with and knowledge of the project, we estimate our fee for the above services to be \$18,000. Our services will be performed on a time and materials basis and are based upon our current understanding of the project, as outlined in the above scope of work. Our charges will not exceed the above fee estimate without your prior authorization.

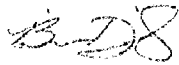
AUTHORIZATION

If this proposal is satisfactory, please provide written authorization to proceed with this work, followed by a contract for signature.

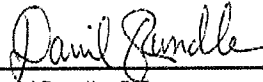
Should you have any questions regarding this proposal, please contact me at (805) 588-3170.

Regards,

Stantec Consulting Services Inc.



Brianna Daniels, P.E.
RCE 66820
Brianna.daniels@stantec.com
Phone: 805-588-3170



David Rundle, P.E.
Principal
Phone: (805) 308-9164
david.rundle@stantec.com

June 25, 2019
Mr. Randy Rominger
Page 3 of 3

Reference: Santa Barbara North Branch Jail – Civil Engineering Construction Administration and Closeout Services

By signing this proposal, Kitchell authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions

This proposal is accepted and agreed on the day of Month, Year

Per: Kitchell _____

Enter Name & Title _____

Print Name & Title

Signature

Attachment: Attachment
c. 20
db document2



June 21, 2019

Randy Rominger
Associate DBIA, LEED AP
Kitchell CEM
1540 Marsh Street, Ste 150
San Luis Obispo, CA 93401

PROJECT: SANTA BARBARA COUNTY NORTHERN BRANCH JAIL

Dear Randy:

We have been advised that Rosser International, Inc. no longer exists as a business entity and Cannon Corporation no longer has a contract for services for the Santa Barbara County Northern Branch Jail Project. Regardless of Rosser's status, there remains a need for our input regarding structural issues as the project moves toward completion. Cannon is fully committed to supporting the completion of the project and we offer this proposal to Kitchell CEM to maintain continuity of service

We are pleased to provide this proposal for that work. Please return the signed Acceptance of Proposal. The fees quoted in this proposal are valid for 60 days from this date and are based upon current California Prevailing Wages.

Sincerely,

A handwritten signature in black ink, appearing to read "Marshall R. Pihl". The signature is fluid and cursive, with a large loop at the end.

Marshall R. Pihl, SE
Director, Structures
S 5101



PROJECT UNDERSTANDING AND APPROACH

Rosser International, Inc. no longer exists as a business entity. Cannon proposes to continue providing structural services via contract with Kitchell CEM.

SCOPE OF WORK

This scope of work was developed based on our original contract with Rosser International, Inc. The remaining services to complete the project include the following tasks:

Task 1: Construction Administration

We will provide construction administration services as requested by Kitchell CEM and related to structural issues. The services may include, but may not be limited to, the following: responses to requests for Information (RFI), submittal reviews, site visits and meetings as requested, review of testing and inspection reports, and review of cost proposal estimates.

Task 2: Close Out

We will review punch-list items determined by the Special Inspector and review the contractor's as-built documents.

Task 3: Warranty

We will respond to requests to observe and provide recommendations to structural-related issues during the contractor's one-year warranty period.

DELIVERABLES

Deliverables will include:

Task 1: Construction Administration.

- Responses to RFIs.
- Submittal reviews.
- Site visit reports.
- Provide review comments to structurally related cost proposal estimates.

Task 2: Close Out

- Punchlist review comments.
- A letter confirming completeness of as-built drawings prepared by the contractor.

Task 3: Warranty

- Letters with recommendations for addressing structural related issues during the Contractor's one-year warranty period.

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ASSUMPTIONS AND EXCLUSIONS

The following expectations apply to this proposal:

- Unseen Damage –Defective construction can be discovered during installation of architectural finishes and equipment. Because this work is beyond our control, repair plans to address structure deficiencies are not included in this proposal. We would provide a separate fee to investigate and provide repair recommendations. We understand the need to be responsive and would work with you to minimize the impact on the construction schedule.
- All Owner, Contractor, and Cannon coordination and information transfer will be the responsibility of Kitchell CEM

SCHEDULE

Responsiveness expectations will be in accordance with the original contract with Rosser International, Inc. which were based on Rosser's contract with Santa Barbara County.

FEES

We propose to provide the services described above on a fixed fee basis. Reimbursable expenses are not included in the fixed fee; see "Reimbursable Expenses" below for rate listed. It is our understanding that this project qualifies for California Prevailing Wages

Task 1. Construction Administration	Time & Materials
Task 2. Close-Out	\$ 6,726.00
Task 3. Construction Administration	\$ 2,242.00

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Proposal Santa Barbara County Northern Branch Jail Completion

2019 Fee Schedule
Bill Rate Ranges
Subject to change

Accounting Specialist	\$ 45	\$ 65
Business Services Administrator I - III	\$ 60	\$ 70
Business Services Coordinator I - II	\$ 50	\$ 55
Assistant Resident Engineer	\$ 130	\$ 145
Associate Construction Engineer	\$ 110	\$ 120
Associate Engineer	\$ 140	\$ 175
Associate Landscape Architect	\$ 135	\$ 145
Associate Land Surveyor	\$ 165	\$ 180
Associate Planner	\$ 140	\$ 150
Automation Analyst	\$ 100	\$ 110
Automation Design/Project Engineer	\$ 110	\$ 130
Automation Specialist	\$ 135	\$ 145
Automation Technician	\$ 95	\$ 105
CAD Tech	\$ 85	\$ 95
CAD Manager	\$ 100	\$ 110
Chief Planner	\$ 155	\$ 175
Chief Surveyor	\$ 175	\$ 195
Clerical Assistant I - II	\$ 50	\$ 65
Construction Inspector I - III	\$ 105	\$ 125
Construction Manager	\$ 135	\$ 165
Controller	\$ 70	\$ 110
Design Engineer	\$ 110	\$ 130
Electrical Design Engineer	\$ 120	\$ 130
Engineer Tech	\$ 90	\$ 100
Engineering Assistant I - II	\$ 70	\$ 90
Engineering Manager	\$ 210	\$ 220
GIS Specialist	\$ 140	\$ 150
GIS Tech	\$ 115	\$ 125
Grant Funding Manager	\$ 125	\$ 140
I&E Construction Coordinator I - II	\$ 90	\$ 110
I&E Services Coordinator	\$ 80	\$ 90
Information Systems Admin/Manager	\$ 70	\$ 115
Land Surveyor I - V	\$ 145	\$ 185
Landscape Architect	\$ 105	\$ 115
Landscape Architect CADD Tech I - II	\$ 55	\$ 65
Landscape Designer I - II	\$ 70	\$ 115
Lead Automation Analyst	\$ 116	\$ 126
Lead Automation Specialist	\$ 147	\$ 157
Lead Automation Technician	\$ 105	\$ 115
Lead Designer	\$ 100	\$ 118
Marketing Manager / Director	\$ 120	\$ 140
Office Engineer / Construction I - III	\$ 95	\$ 130
Plan Check Engineer I - III	\$ 115	\$ 160
Planner I - IV	\$ 80	\$ 115
Planning Assistant I - II	\$ 55	\$ 70
Principal Construction Engineer	\$ 185	\$ 195
Principal Designer	\$ 105	\$ 129
Principal Engineer	\$ 160	\$ 195
Programmer I - II	\$ 140	\$ 165

Project Coordinator I - IV	\$ 85	\$ 115
Project Designer I - IV	\$ 80	\$ 120
Project Engineer	\$ 120	\$ 145
Project Manager / Sr. Principal	\$ 195	\$ 220
Resident Engineer	\$ 155	\$ 165
Sr. Associate Engineer	\$ 150	\$ 175
Sr. Automation Analyst	\$ 126	\$ 136
Sr. Automation Specialist	\$ 163	\$ 170
Sr. Automation Technician	\$ 126	\$ 136
Sr. CAD Tech	\$ 90	\$ 110
Sr. Construction Engineer	\$ 175	\$ 195
Sr. Construction Manager	\$ 175	\$ 200
Sr. Consultant / Principal-in-Charge	\$ 185	\$ 250
Sr. Land Surveyor	\$ 160	\$ 185
Sr. Landscape Architect	\$ 153	\$ 163
Sr. Planner	\$ 153	\$ 163
Sr. Principal Designer	\$ 110	\$ 145
Sr. Principal Engineer	\$ 175	\$ 230
Sr. Project Designer	\$ 105	\$ 130
Sr. Project Engineer	\$ 130	\$ 150
Sr. Project Manager	\$ 190	\$ 210
Sr. Resident Engineer	\$ 165	\$ 175
Structures Representative	\$ 145	\$ 165
Survey Engineering Assistant I - II	\$ 90	\$ 100
Survey Manager	\$ 185	\$ 220
Survey Technician I - VI	\$ 95	\$ 135
Technician	\$ 115	\$ 125
Technical Writer I - III	\$ 80	\$ 120
3D HDS Data Modeling I - III	\$ 100	\$ 120

Survey Crew Rates - Regular

One-Man Field	\$ 160	\$ 185
Two-Man Field	\$ 230	\$ 285
Three-Man Field	\$ 295	\$ 330
One-Man HDS	\$ 200	\$ 220
Two-Man HDS	\$ 305	\$ 385
Three-Man HDS	\$ 355	\$ 375

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 190	\$ 220
Two-Man Field	\$ 305	\$ 325
Three-Man Field	\$ 395	\$ 425

Electrical - Prevailing Wage

Electrician	\$ 110	\$ 165
-------------	--------	--------

CM - Prevailing Wage

BCI Construction Inspector	\$ 125	\$ 135
----------------------------	--------	--------

Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays and 2.0 for weekends and holidays.

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Proposal: Santa Barbara County Northern Branch Jail Completion

2019 Fee Schedule
Bill Rate Ranges
Subject to change

Other Direct Charges		Black Line Plots	\$2.00 per page
		Color Plots	\$5.00 per page
In-House Reproduction			
Printing/Copies 8 1/2 x 11	\$0.05 per page		
Printing/Copies 11 x 17	\$1.00 per page		
Outside Reproduction	Cost + 15%		
Travel and Related Subsistence	Cost + 15%		
Mileage Reimbursement	IRS Rate per mile		
Automation & Electrical Materials	Cost + 25% (+tax)		
Subconsultant Fees	Cost + 10%		

All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%.

If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates and on or around an observed holiday, other rates may be applied.

Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.).

The stated rates are subject to change, typically on an annual basis.

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ACCEPTANCE OF PROPOSAL

Proposal Date: June 21, 2019

Client: Kitchell CEM
1540 Marsh Street, Ste 150
San Luis Obispo, CA 93401

Project: Santa Barbara County Northern Branch Jail Completion

Scope of Work / Fees: Construction Administration - Time & Materials
Close-Out - Fixed Fee = \$6,726.00
Warranty - Fixed Fee = \$2,242.00

Appendix A details the terms for work. Cannon bills monthly for work in progress and payment is due within 10 calendar days of invoice date. Overdue amounts will be surcharged at 18 percent per annum or 1.5 percent monthly. Materials are charged at cost plus 25 percent. Reimbursables are not included in fixed fee; see enclosed "Reimbursable Expense Schedule" for rates. The fees are based upon current California Prevailing Wages; please provide us with the DIR Project ID. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter, Appendix A and any other necessary and applicable documents to be executed of the date and year first above written. In Appendix A, Cannon Corporation hereinafter referred to as Cannon. The Client, as noted below, hereinafter referred to as Client

Client: Kitchell CEM Cannon

x Randy Rominger Marshall Pihl, SE
Associate DBIA, LEED AP Director of Structural Department
S5101

Date: _____ Date: _____

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T 805.544.7407 F 805.544.3863
CannonCorp.us

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Cini-Little Architects
Architects, Engineers, Interiors
San Francisco, California

Cini-Little International, Inc.
535 North Duane Boulevard, Suite 710
Sausalito, CA 94965
(415) 441-7900 T
(415) 441-7674 F
(415) 441-1017 C
www.cini-little.com

SENT VIA EMAIL: rrominger@kitchell.com

June 27, 2019

Randy Rominger, Associate DBIA, LEED AP
Regional Executive
Kitchell
1540 Marsh Street, Suite 150
San Luis Obispo, CA 93401

Reference: Santa Barbara County Northern Branch Jail, Santa Barbara, California
Proposal for Foodservice Design Consulting Services

Dear Randy:

Cini-Little appreciates the opportunity to be the foodservice consultant on your team for the Santa Barbara County Northern Branch Jail project. The following proposal has been prepared based on our review and understanding of the information shared with us. Please let us know if we have misinterpreted any of the requirements of the project, or if the requirements have changed, and we will modify our proposal accordingly.

Project Intent & Objectives

Cini-Little understands that this proposal is for the Bid & Award and Construction Administration Phases for the Santa Barbara County Northern Branch Jail project. Cini-Little's fees are based on an hourly, not-to-exceed basis.

Scope of Services

An integral element of the success of the project will be the team approach we offer and support. The Cini-Little team is comprised of individuals with complementary skills. Thus, while sharing knowledge in some areas, each has an area of expertise that they contribute to the project, which provides for more efficient completion of work. The Cini-Little team will consider itself part of the Kitchell design team and will strive to form close working relationships with the Santa Barbara County Northern Branch Jail team. The goal of this approach is to facilitate clear communication of needs and expectations as well as adherence to the project schedule throughout the duration of the project.

Bid/Award

Provide the following services during the Bid process:

- A. Prepare upon request a list of prequalified foodservice equipment contractors.
- B. Assemble all the documents prepared into an appropriate form to be issued for competitive tenders.
- C. Assist with the foodservice equipment tenders and provide an evaluation and recommendation for selection based upon the prices and resumes submitted.

Note: Review of substitutions submitted outside the provisions of the specifications will be done as extra services.

Construction Administration

Following the award of the foodservice equipment contract, normal services include review of submittals and inspection of the site during installation.

- A. Review all the submittals of buy-out equipment specified and shop drawings of custom fabricated equipment to ensure compliance with the tender documents.
- B. Provide onsite inspections of the project; during the installation of the foodservice equipment and one final inspection upon completion of the installation; generate after each visit a punch list of discrepancies as they relate to compliance with tender documents by the Foodservice Equipment Contractor and indicate any corrective action required.

Note: We have not included demolition drawings, millwork design, dimensioned rough-ins or as-built drawings in our scope or fee. Please let us know if you would like us to propose on any of those services.

06/27/19
11:00 AM
Randy Rominger
Kitchell
1540 Marsh Street
Suite 150
San Luis Obispo, CA 93401
(415) 441-7900
www.cini-little.com

The fees proposed for the services indicated in this proposal are based on our experience with past projects and our understanding of the project as indicated in previous sections of this document. We have estimated the time required to accomplish the work in a complete and satisfactory manner to result in a successful project.

FOODSERVICE CONSULTING SERVICES – HOURLY, NOT-TO-EXCEED \$19,000

Meetings: The fees above include our time associated with three (3) site visits. Expenses associated with travel to meetings, if applicable, will be billed separately. Additional meetings can be accommodated at our daily rates, plus associated expenses. We anticipate that meetings will be supplemented with phone calls, conference calls and web-based meetings as required.

Expenses/Dishbursements: We will require, in addition to the fees outlined above, reimbursement for out-of-pocket expenses that we incur in the accomplishment of this assignment. These are defined in the Consultant/Client Agreement included in this proposal. Our estimated reimbursable expenses are \$500.

Hourly Rates: Rates currently in effect through March 31, 2020:

Employee/Role	Hourly Rate	Estimated Hours	Estimated Total
Richard Eisenbarth, Project Executive	\$200/hour	4	\$800
Carlos Arreola, Project Manager	\$120/hour	30	\$3,600
Joseph Grijalva, Project Manager	\$120/hour	50	\$6,000
Theresa Chadwick, Project Coordinator	\$80/hour	86	\$6,880
Donna Pacione, Project Estimator	\$90/hour	19	\$1,710
ESTIMATED TOTALS		189	\$18,990

Insurance: Cine+Little International, Inc. carries the following insurance: Commercial General Liability at \$1 million per occurrence, \$2 million aggregate; Automobile Liability at \$1 million; Workers' Compensation and Employers' Liability at \$1 million; and an Umbrella Liability policy providing \$8 million of added coverage. We also have Professional Liability insurance at \$3 million per claim, \$3 million aggregate. We believe these limits sufficiently cover the exposure of risk associated with our scope of work. Please let us know immediately if you have concerns.

Contract Conditions: Refer to the Consultant/Client agreement for further details.

RETAINER: It is the policy of Cine+Little International, Inc. to require a 20% retainer prior to commencement of the project. This will be held and applied to the final invoice.

INVOICES: Invoices will be issued monthly in accordance with the project schedule based on the estimated degree of completion of our work or for the hours of time utilized the previous month.

LATE PAYMENTS: All invoices are payable upon receipt and are expected to be paid within thirty (30) days of the date of the invoice. Invoices unpaid within thirty (30) days will incur a 2% per month cumulative late charge. Invoices outstanding for over sixty (60) days will constitute cause for stopping work on the project. Since our only resource is our staff member's time, we must reserve the right to institute this policy if this condition occurs on this project.

REVISIONS: Any time required for revisions caused by changes to work previously approved will be invoiced at the hourly rate of the personnel completing the revisions.

INTERRUPTION OF WORK: Should the project be postponed and then restarted in a period exceeding ninety (90) days from the date of written notice of stop work, we reserve the right to renegotiate our fee.

This proposal will be valid for 90 days from the issue date.

ATTENTION

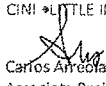
We are confident that this proposal addresses the consulting services you desire for the Santa Barbara County Northern Branch Jail project. Please contact us if there are any parts of the proposal that do not accurately reflect your needs or requirements so that we may revise the proposal accordingly. If you need additional information, please let us know.

Please indicate your acceptance of this proposal by completing the client information section below and on the attached Consultant/Client Agreement. Sign and date both documents and return them to us with your retainer check, which will be applied to the final invoice for services. We will return one fully executed set of documents for your records.

If you have any questions, do not hesitate to ask. Thank you for your consideration.

Sincerely,

CINI•LITTLE INTERNATIONAL, INC.



Carlos Arceola
Associate Project Manager

CONSULTANT

CINI•LITTLE INTERNATIONAL, INC.

By Signature: _____

Name: _____
Type or Print

Title: _____

Date: _____

CLIENT AUTHORIZATION

KITCHELL

By Signature: _____

Name: _____
Type or Print

Title: _____

Date: _____



Randy Rominger, Associate DBIA, LEED AP
Regional Executive Kitchell CEM
1540 Marsh St., Suite 150, San Luis Obispo, CA 93401
rrominger@kitchell.com

Subject: North County Jail; Proposal for Landscape Architectural Phase 3 Services, Construction Observation, .

Dear Mr. Van Allen:

Arcadia Studio is pleased to submit this proposal for landscape architectural services for the North County Jail Project located in the County of Santa Barbara, southwest corner of the intersection of Betteravia Road and Black Road. It is understood that our responsibilities will be to oversee construction and installation and to prepare irrigation as-built record drawings based on site information compiled by the landscape contractor.

For the purpose of this proposal Kitchell, CEM is referred as the manager, the County of Santa Barbara is referred to as the owner, and Arcadia Studio is referred to as the Consultant. It is further assumed that Kitchell CEM is the Owner's Representative, and that all communication with the Owner will be conducted by and through Kitchell CEM.

Based on this understanding, we propose to provide services according to the following scope of work.

SCOPE OF WORK

PHASE ONE: PROGRAM VERIFICATION & SCHEMATIC DESIGN

Phase completed

PHASE TWO - A: DESIGN DEVELOPMENT

Phase completed

PHASE TWO - B: CONSTRUCTION DOCUMENTS

Phase completed

PHASE THREE - A: BIDDING SUPPORT

Phase completed

PHASE THREE - B: CONSTRUCTION-PHASE SERVICES

1. Attend pre-construction meeting.
1. Respond to RFI and provide clarification of documents as required.

202 EAST COTA STREET, SANTA BARBARA, CA 93101 (805) 962-9055 FAX (805) 962-5658
CALIFORNIA LICENSE NO. 12162, NO. 3582 & NO. 3546

3. Review contractor submittals and respond appropriately.
4. Prepare documentation for change orders as directed by the Architect.
5. Visit the site regularly to monitor the progress and quality of the work addressed in this proposal, and prepare reports to the Architect. Elements and stages of the work to be reviewed by the Consultant are:
 - a. Completion of finish grading and soil preparation.
 - b. Installation of irrigation infrastructure (main and valves; pressure test with open trenches).
 - c. Irrigation coverage test.
 - d. Finish grade, prior to plant installation.
 - e. Condition of plant materials at source nurseries.
 - f. Condition of plant materials delivered to site; review of placement of plants on-site.
 - g. Completed plant installation.
 - h. Condition of landscaping at end of 90-day maintenance period.

PHASE THREE – B: PROJECT CLOSE-OUT

1. Prepare as-built drawings for irrigation infrastructure based on transferred graphic information submitted by the contractor.
2. Issue letter of completion to the Architect.

COMPENSATION FOR PROFESSIONAL SERVICES

The services described will be provided for maximum fees as stated below:

PHASE ONE:	completed
PHASE TWO - A:	completed
PHASE TWO - B:	completed
PHASE THREE - A:	completed
PHASE THREE - B:	5,800.00
PHASE THREE - C:	1,080.00
TOTAL:	56,880.00

The fee is established from estimates of time required to complete the tasks described, based on the hourly rates indicated on the attached Rate Sheet.

REIMBURSABLE EXPENSES

Project expenses, as described on the attached Rate Sheet, will be billed monthly, as incurred, and are over and above the fees for professional services

Billing will be monthly, based on percentage of completion.

PRODUCT

The Consultant will supply the Architect with reproducible sets of design drawings, print copies as required for public agency review, reproducible sets of construction documents and electronic files of the construction documents in Autocad 2019. Specifications will be provided in the format required by the Architect, and will be delivered in hard copy and as electronic files in Microsoft Word.

ARCHITECT RESPONSIBILITY

The Architect will provide the Consultant with a topographic survey of the site in electronic format, architectural floor plans and elevations, foundation plans, site grading and drainage plans, electrical plans, and structural soils analyses, as soon as they are available.

TIMING

The Consultant's work will begin within two weeks of receipt of notice to proceed.

EXCLUSIONS, CONDITIONS & QUALIFICATIONS

Modification of the proposed scope of services may be made by means of written addenda to the Agreement for Services. If the scope of work is changed, compensation shall be subject to negotiation. Additional services will be rendered on an hourly basis with compensation according to the rates listed above.

Substantial revision of the site plan by subsequent to the start of the design development or any subsequent phase, requiring alterations to the landscape design and any drawings, will be cause for a claim for payment for extra services. The Consultant will make said request at the time, and retains the option of suspending work until extra-services payment is authorized by the Owner

Site grading and drainage, site lighting design, signage, and water feature design are not included in this scope of work.

Additional site visits for construction observation (Phase Three services), caused by failure of the contractor to be adequately prepared for prior-agreed on-site reviews, will be considered extra work to be compensated on the basis of time and materials expended.

On-site reviews required by the County of Santa Barbara for the purpose of certifying the condition of the landscaping at any time after the installation has been completed are not included in this proposal. Such services will be compensated by the Owner at the professional services billing rates in effect at the time the services are provided.

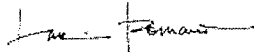
This Proposal represents complete design services. In the event that the Owner chooses not to employ the services of the Consultant with regard to construction observation as outlined in Phase Three of the scope of work, the Consultant shall be held harmless for any liability arising out of work performed by others for the Owner, if not done in strict conformance to the construction documents prepared by the Consultant. Likewise, the Consultant shall not be held responsible for work done by others not in conformance with the construction documents prepared by the Consultant due to differing site conditions without the knowledge and consent of the Consultant.

The fees quoted herein are subject to periodic adjustment of hourly billing rates. Compensation for any work not begun prior to July 31, 2021 is subject to an annual increase not to exceed 5%. The remaining total fee for services not yet provided will be pro-rated to reflect the increase. The Consultant will notify the Owner of the adjustment prior to the date of increase.

Should this proposal meet with your approval, please return a signed copy to us, accompanied by your standard subconsultant contract, as notice to proceed. Thank you for the opportunity to be of service to you.

Sincerely,

Agreed and accepted: _____
For Kitchell CEM



Date: _____

Arcadia Studio, Inc.
Laurie Romano, ASLA
Principal

Attachment: Rate Schedule



July 1, 2019

Heather Brown, PE, CPMP, LEED AP
EAS Department Director
Kitchell CEM
2450 Venture Oaks Way, Suite 500
Sacramento, CA 95833

Subject: Professional Services Agreement,
Santa Barbara County - North Branch Jail

Dear Heather,

Thank you for the opportunity to provide a low voltage engineering consulting scope and fee proposal for the Santa Barbara County North Branch Jail in Santa Barbara, California.

Basic Services:

This proposal is based on providing the following design and consulting services:

1. Construction Administration Phase:
 - a. Perform a document review of the design documents, including applicable correspondence for the fire alarm, nurse call, and security electronics system.
 - b. Provide site investigation and testing for a punchlist of the fire alarm, nurse call, and security electronics system. Note: anticipated time on site will be 3 days.
 - c. Provide site investigation and re-testing for a backcheck of the fire alarm, nurse call, and security electronics system. Note: anticipated time on site will be 2 days.
 - d. Provide site investigation and re-testing for a second backcheck of the fire alarm, nurse call, and security electronics system. Note: anticipated time on site will be 2 days.
 - e. Provide site investigation for a warranty walk-thru of the fire alarm, nurse call and security electronics system. Note: anticipated time on site will be 2 days.

Additional Services:

The following services are not included within the Professional Services Fee below, but may be included, should the Owner request these items, for an additional fee:

1. As-Built Documents and the transfer of As-Built information generated by the contractor to the Record Documents.
2. Other items not included within the Basic Services.

Items to be Provided by the Owner:

1. Design document information, including design drawings and project manual.
2. As-built documentation including Contractor's redline markup of the design documents.
3. Correspondence for changes to the Security electronics system during the construction phase.
4. A complete set of Fire Alarm, Nurse Call, and Security Electronics submittals, submitted by the Contractor, and approved by the Design Team.

400 S. Jefferson, Suite #301 • Spokane, WA 99204
Telephone: 509-747-1888 • Fax: 509-747-1872

Deliverables:

1. Provide documentation of any construction administration/quality control site visits, including punchlists, punchlist backchecks, and warranty walk-thrus.

Professional Services Fee and Travel Expenses:

I have identified likely low voltage engineering tasks and have estimated hours to correspond with those tasks. I propose to provide the services listed under Basic Services on a reimbursable Time and Materials Basis with an estimated professional services fee of \$44,100 Dollars. Should the time required to perform the items listed under Basic Services take more time than allocated in the attached fee estimate/budget, additional professional services compensation will be required and will be based on our standard hourly billing rate, listed below.

Reimbursable Expenses will be invoiced at 1.1 times the direct cost and are in addition to the lump sum professional services fee. Reimbursable expenses include the following:

1. Time and travel expenses for meetings in addition to those allowed for under Basic Services.
2. Drawing reproduction;
3. Postage for drawings and specifications;
4. As-Built redline transcription of Electrical Contractor's markups;
5. And any other mutually agreed expenses.

Reimbursable expenses are not included at this time and will be billed on a time and materials basis.

This proposal is valid for 90 days after the date indicated above. This proposal may be accepted either by AIA Document C401, latest version; by purchase order; or by signature of the Pennell Consulting standard professional services agreement which shall authorize us to commence providing services; any of the above modes of acceptance shall be deemed to incorporate all of the terms of this proposal into a contract between the two of us.

Please review this proposal at your earliest convenience and call if you have any questions. Should you wish to expand the scope of the Basic Services, I am willing to provide additional proposals as may be required for your consideration.

Thank you for the opportunity to be of service to you, and the County of Santa Barbara.

Sincerely,



Robert C. Pennell, P.E.

President

Attachments:

Contract Terms and Conditions

END OF EXHIBIT A2

EXHIBIT B

CONSULTANT'S STAFF AND SUBCONSULTANTS

For purposes of this Amendment No. 4, Subdivision B.1. and 2 are hereby added to Exhibit B, as follows:

1. Subconsultants shall include:
 - Civil Engineering- Stantec
 - Structural Engineering- Cannon, Inc.
 - Integrated Security Systems- Pennell Inc.
 - Food Services and Laundry- Cini-Little International, Inc.
 - Landscaping Design- Arcadia Studio, Inc.
2. Consultant shall use its best efforts to keep all of the subconsultants to the terms and costs of their proposal for additional services as added by this Amendment No. 4 which are included in Exhibit A2.

END EXHIBIT B

EXHIBIT C-1

COMPENSATION OF PROJECT PHASES FOR AMENDMENT NO 4

<p>AMENDMENT NO. 4 BETWEEN THE COUNTY OF SANTA BARBARA AND Kitchell/CEM, Inc. FOR Construction Management Services and Related Professional Services</p>
<p>PROJECT TITLE: Northern Branch Jail Project</p>

This Table For Owner's Use Only

Item	Fund	Dept No	Acct #	Program	OrgUnit	Activity	Amount
Additional CM Services	0032	980	7460	2000	0001	3206	\$284,492
Architectural & Engineering Services	0032	980	7460	2000	0002	3205	\$997,054

COMPENSATION

Project Phase	Basic Services	Other Cost Item	Supplementary Services	Travel and Expenses*	Maximum Compensation Limit for Project Phase
Construction	\$284,492		(4) Month Extended Construction Phase	N/A	\$284,492
Construction, Project Closeout, Warranty	\$594,203		Architectural and Engineering Services	*\$70,500.00	\$664,703
Compensation For Services Added by this Amendment:					\$949,195
Contingency					\$332,351
Maximum Amount of Compensation for All Services Added by this Amendment to be Performed within the Term provided in this Amendment					\$1,281,546

Consultant shall submit appropriate documentation and information to support each invoice, including a detailed narrative description of services performed during the period; completed milestones and deliverables. Consultant shall break-out cost items by line items identified in the Compensation Summary table, and label each category the same title. See Exhibit E for example.

***Travel and Expenses:** Amendment No.4 establishes a NTE \$70,500.00 Reimbursable account for travel not to exceed \$1,500.00 per site visit, per person. Consultant must submit all travel related receipts with invoice.

END EXHIBIT C-1

EXHIBIT E
SAMPLE INVOICE FORMAT

In addition to the required invoicing elements stated in Exhibit E, for services added by Amendment No. 4, Consultant shall submit separate invoices. The three monthly invoices provided by Consultant under this Agreement shall be labeled at the top: (a) Construction Management and Related Professional Services (for all services included in the Agreement and Amendments Nos. 2 and 3), (b) Commissioning Services (for all services added by Amendment No. 1), and (c) Architectural-Engineering and Related Professional Design Services (for all services added by Amendment No. 4). Invoicing shall include enough specificity to verify that the services provided fall within one of the three categories stated above. Detailed invoicing is required from all subconsultants. All Architectural and Engineering Services shall be sufficiently detailed and include supporting documentation as determined by the OAR. The OAR has the right to request additional supporting documentation if determined necessary to evaluate an invoice. Any questions on how to divide the services and format the invoice should be sent to the OAR.

END EXHIBIT E

EXHIBIT F

INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **INDEMNIFICATION.** Subdivision C is hereby added to Paragraph 1 "Indemnification" of Exhibit F as follows:
 - C. The County of Santa Barbara, on behalf of itself and its successors and assigns, shall indemnify and defend with Counsel provided by Santa Barbara County, and hold harmless Kitchell from and against any and all claims, expenses and liabilities directly caused by work performed by the prior architect of record, Rosser International, Inc. and its subconsultants before the date of this Amendment No. 4.

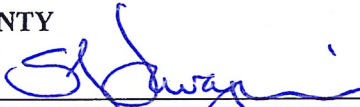
END EXHIBIT F

PART 5 - SIGNATURES

Amendment No. 4 to Agreement for ARCHITECTURAL AND ENGINEERING AND RELATED PROFESSIONAL SERVICES

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

COUNTY

By: 
STEVE LA VAGNINO, CHAIR
BOARD OF SUPERVISORS

Dated: 7-16-19

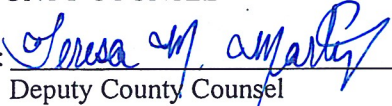
ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy

CONSULTANT: Kitchell/CEM, Inc.

By: _____
Russell A. Fox
President/Principal-In-Charge

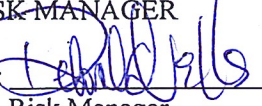
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI,
COUNTY COUNSEL

By: 
Deputy County Counsel

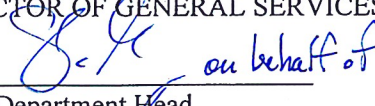
APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 
Risk Manager

RECOMMENDED FOR APPROVAL:
JANETTE D. PELL
DIRECTOR OF GENERAL SERVICES

By:  on behalf of
Department Head

PART 5 - SIGNATURES

Amendment No. 4 to Agreement for ARCHITECTURAL AND ENGINEERING AND RELATED PROFESSIONAL SERVICES

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

COUNTY

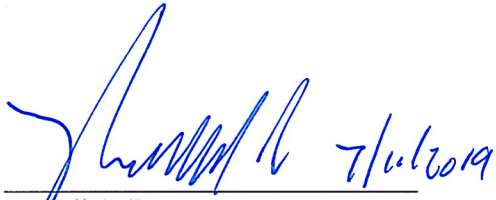
By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

CONSULTANT: Kitchell/CEM, Inc.

By:  _____ 7/16/2019
Russell A. Fox
President/Principal-In-Charge

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

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

RECOMMENDED FOR APPROVAL:
JANETTE D. PELL
DIRECTOR OF GENERAL SERVICES

By: _____
Department Head