

**AMENDMENT NO. 3 TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH BLACKBIRD ARCHITECTS, INC.
(BC NO. 23-181)**

Pursuant to Paragraph 25 of the Agreement for Services on an Independent Contractor (hereinafter AGREEMENT) entered into on October 10, 2023 as BC No. 23-181, 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 for additional design construction administration for the Cachuma RV Area Renovation project and adds the following to the scope of work:

CONTRACTOR, as the COUNTY's lead consultant that designed the Cachuma RV Area Renovation construction document plans in conjunction with the CONTRACTOR'S design subconsultants identified below, shall provide the following services, and manage and coordinate with the CONTRACTOR'S design subconsultants to perform the following additional services, during construction of the project:

Additional design construction administration services to be provided per Amendment No. 3:

CONTRACTOR:

- Attendance at additional weekly construction meetings throughout the extended duration of the project (assumed through December 2025).

CONTRACTOR shall coordinate, administer, and manage civil engineering services with its subcontractor (Ashley & Vance Engineering, Inc.) and shall:

- Conduct additional site visits throughout the extended duration of the project (assumed through December 2025).

CONTRACTOR shall coordinate, administer, and manage Structural Engineering services with its subcontractors (Hume Engineers) and shall:

- Conduct additional site visits throughout the extended duration of the project (assumed through December 2025) to review built conditions for conformance to the framing and foundation plans.

CONTRACTOR shall coordinate, administer, and manage Mechanical Engineering services with its subcontractor (MEC, Inc.) and shall:

- Conduct additional site visits throughout the extended duration of the project (assumed through December 2025).

CONTRACTOR shall coordinate, administer, and manage Electrical Engineering services with its subcontractor (Alan Noelle Engineering) and shall:

- Conduct additional site visits throughout the extended duration of the project (assumed through December 2025).

CONTRACTOR shall coordinate, administer, and manage Telecommunication Engineering services with its subcontractor (The Engineering Enterprise) and shall:

- Conduct additional site visits throughout the extended duration of the project (assumed through December 2025).

CONTRACTOR shall coordinate, administer, and manage Landscape Architectural services with its subcontractor (Van Atta, Inc.) and shall:

- Conduct additional site visits, observations and irrigation open trench inspections throughout the extended duration of the project (assumed through December 2025).

2. Exhibit B1, Payment Arrangements:

- A. The original contract amount for CONTRACTOR services is \$363,492. For CONTRACTOR services to be rendered under this Amendment, CONTRACTOR shall be paid a total Amendment amount, including cost reimbursements, not to exceed (NTE) **\$168,700**, for a total revised contract amount of \$531,192.
- 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:	\$ 50,000 NTE
Civil Engineering:	\$ 30,000 NTE
Structural Engineering:	\$ 12,500 NTE
Mechanical/Plumbing Engineering:	\$ 12,500 NTE
Electrical Engineering:	\$ 2,500 NTE
Telecommunication Engineering:	\$ 2,500 NTE
Landscape Architect:	\$ 30,000 NTE
<u>Contingency:</u>	<u>\$ 27,700 NTE</u>
Hourly, Not-To-Exceed Total:	\$ 167,700 NTE

Estimated Reimbursable Expenses*: \$ 1,000 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. 3 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

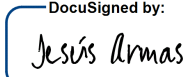
By: _____
Deputy Clerk

By: _____
Laura Capps, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Community Services Department

CONTRACTOR:
Blackbird Architects, Inc.

By:  _____
Community Services Director
Jesús Armas

By:  _____
Authorized Representative

Name: Ken Radtkey


Title: President

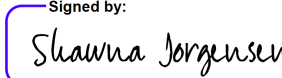
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By:  _____
Deputy County Counsel
Tyler Sprague

By:  _____
Deputy Auditor-Controller
Shawna Jorgensen

APPROVED AS TO FORM:

Risk Management
Greg Milligan

By:  _____
Risk Manager