



County of Santa Barbara
**GENERAL SERVICES
DEPARTMENT**
Capital Projects Group

**AMENDMENT NO. 3 TO
AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

T.Y.R. INC.

FOR

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

June 2, 2020

**AMENDMENT No. 3 to the AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
for**

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

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

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

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

WHEREAS, on January 28, 2020, the parties hereto amended the Agreement in accordance with the provisions of the Agreement, to add additional services and compensation for said services ("Second Amendment"); and

WHEREAS, the parties hereto desire to amend the Agreement ("Amendment No. 3"), in accordance with the provisions of the Agreement, to extend the term and provide compensation for said additional services.

NOW, THEREFORE, Owner and Contractor agree as follows:

1. Amendment No. 3 increases the maximum compensation limit of \$816,853.00 by \$76,090.52 for a Maximum Compensation Limit (MCL) of \$892,944.00.
2. Amendment No. 3 increases the term of the contract and replaces the "TERM" clause with the following:

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

<u>Key Event</u>	<u>Completion Date</u>
Substantial Completion	June 22, 2020
Final Completion	August 2, 2020
Occupancy	November 2020

ESTIMATED CONSTRUCTION TIME: 53 mo. / 1623 calendar days

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

COUNTY SIGNATURE PAGE

Amendment No. 3 to the Agreement for Services of Independent Contractor **BC16218** between the **County of Santa Barbara** and **T.Y.R. Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shela de la Guerra*
Deputy Clerk

County of Santa Barbara:

By: *Gregg Hart*
Gregg Hart, Chair
Board of Supervisors

Date: 6-2-20

Dept 063

Fund 0032

Program 4000

Account 7460

Project 8600

ADDITIONAL COUNTY SIGNATURE PAGE


Amendment No. 3 to the Agreement for Services of Independent Contractor **BC16218** between the **County of Santa Barbara** and **T.Y.R. Inc.**

**RECOMMENDED FOR
APPROVAL:
GENERAL SERVICES**

**APPROVED AS TO ACCOUNTING
FORM:
Betsy Schaffer, CPA, CPFO
Auditor-Controller**

By: 

**Janette D. Pell, Director
General Services
Department**

By: 

Deputy

Digitally signed by Ed Price
Date: 2020.05.21 11:21:23
-07'00'

**APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel**

By: 

Deputy County Counsel

Digitally signed by Johannah
Hartley
Date: 2020.05.21 08:45:47 -07'00'

**APPROVED AS TO FORM:
Risk Management**

By: 

Risk Management

Digitally signed by Ray Aromatorio,
Risk Manager
Date: 2020.05.21 12:41:35 -04'00'

Dept 063

Fund 0032

Program 4000

Account 7460

Project 8600

CONTRACTOR SIGNATURE PAGE

Amendment No. 3 to the Agreement for Services of Independent Contractor **BC16218** between the **County of Santa Barbara** and **T.Y.R. Inc.**

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

CONTRACTOR:

Youssef Sobhi

President

T.Y.R. Inc.

796 Wonder Lane

Costa Mesa, CA 92627

(949) 524-3020

By:

Youssef Sobhi

Authorized Representative

Date:

05/15/2020

Dept 063

Fund 0032

Program 4000

Account 7460

Project 8600

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$892,944.00 **(See attached T.Y.R. Inc. Fee Estimate)**
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. **Monthly** CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR shall comply with the California Labor Code, including, but not limited to, the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which work is to be done, are on file at the office of the General Services 1105 Santa Barbara Street, Courthouse East Wing, 2nd Floor, Santa Barbara, CA 93101. Copies of these prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/pwd>.



Fee Estimate

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

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

General Conditions

Regular Time:

First ten (10) hours, Monday through Friday.

Overtime:

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

Note: The term of services began after Notice to Proceed was issued on September 06, 2016.

County of Santa Barbara Northern Branch Jail Project, No. 0650
 Inspection Firm: TYR, Inc.
 Fee Estimate June 2016 thru July 2018 (26 Month Duration)

Name	Role		Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17
		Construction Phase												
		Hours	170	160	164	165	166	166	160	168	160	164	160	164
Bill Barber	Lead ICR		6	8	8	8	8	8	8	8	8	8	8	8
Youssef Sobhi	Project Manager													
		Total												
		Hourly Rate												
Bill Barber	Lead ICR	\$105.00	\$18,480.00	\$16,800.00	\$19,320.00	\$17,540.00	\$17,650.00	\$17,640.00	\$17,640.00	\$17,640.00	\$18,500.00	\$19,520.00	\$18,000.00	\$18,320.00
Youssef Sobhi	Project Manager	\$125.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00
		Total												

County of Santa Barbara Northern Branch Jail Project, No. 0650
 Inspection Firm: TYR, Inc.
 Fee Estimate June 2016 thru July 2018 (26 Month Duration)

Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	TOTAL
Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
170	170	164	160	170	166	160	175	160	170	158	178	168	168	4424
8	8	8	8	8	8	8	8	8	8	8	8	8	8	208
														4632
\$18,480.00	\$16,800.00	\$19,320.00	\$18,300.00	\$18,480.00	\$17,640.00	\$16,800.00	\$18,480.00	\$18,480.00	\$18,480.00	\$18,480.00	\$18,480.00	\$17,640.00	\$17,640.00	\$464,520.00
\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$24,960.00
														\$489,480.00

Additional Four (4) Month Extension Fee Estimate

Name	Role		Aug-18	Sep-18	Oct-18	Nov-18	TOTAL
			Hours	Hours	Hours	Hours	Hours
Bill Barker	Lead IOR		104	100	104	105	696
Youssef Sobhi	Project Manager		8	8	8	8	40
		Totals					728
		Hourly Rate					
Bill Barker	Lead IOR	\$105.00	\$10,920.00	\$10,000.00	\$10,920.00	\$11,025.00	\$71,080.00
Youssef Sobhi	Project Manager	\$120.00	\$960.00	\$960.00	\$960.00	\$960.00	\$3,840.00
		Total					\$75,920.00

AMENDEMENT 1 FEE ESTIMATE

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

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

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

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

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

AMENDEMENT 2 FEE ESTIMATE

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

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

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

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

AMENDEMENT 3 FEE ESTIMATE

Due to the extension of the project schedule, the following estimated proposal is based upon continued inspection services from May 1, 2020 to September 30, 2020. With an assigned Inspector with an hourly rate of \$111.24, the estimated cost of inspection services is \$76,090.52. (Please note that this estimate excludes overtime, off hours and legal holidays. These rates are subject to an annual increase.) Should the scope or duration of the project change, this cost estimate is subject to change.

Please see the monthly cost breakdown below for continued inspection services through September 30, 2020:

County of Santa Barbara Northern Branch Jail Proposal for IOR Services - Contract Extension through September 2020								
Duration	Calendar Days	Working Days	Project Inspector Hours	Project Inspector Cost	Asst. Inspector Hours	Asst. Inspector Cost	Project Manager Hours	Project Manager Cost
May-20 Increase Hours	31	20	120	\$13,348.80	160	\$17,798.40	4	\$509.20
Jun-20 Increase Hours	30	22	132	\$14,683.68	0	\$0.00	4	\$509.20
Jul-20	31	22	88	\$9,789.12	0	\$0.00	2	\$254.60
Aug-20	31	21	84	\$9,344.16	0	\$0.00	2	\$254.60
30-Sep-20	30	21	84	\$9,344.16	0	\$0.00	2	\$254.60
Est. Hours & Price	153	106	508	\$56,509.92	160	\$17,798.40	14	\$1,782.20
							Total Estimated Increase	\$76,090.52

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

END EXHIBIT B