AMENDMENT No. 1 to AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR with Skanska USA Building, Inc.

(BC21275)

This is Amendment No. 1 to Agreement For Services of Independent Contractor ("Amendment") is made by and between THE COUNTY OF SANTA BARBARA (hereinafter "County") and Skanska USA Building, Inc. (hereinafter "CONTRACTOR").

WHEREAS, on February 1, 2022, the parties hereto entered into an Agreement for Services of Independent Contractor (BC21275) (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement, in accordance with the provisions of the Agreement, to extend the term of the Agreement, and to provide for additional services and compensation for said services; and

WHEREAS, the parties hereto have agreed to enter into this Amendment to memorialize amendment of the Agreement to (i) extend the term of the Agreement to an amended termination date of June 30, 2024, (ii) increase the maximum contract amount, (iii) provide for additional services, and (iv) update the Hourly Rate Schedule.

NOW, THEREFORE, County and CONTRACTOR agree as follows:

- 1. Section 4 of the Agreement is hereby amended by replacing Section 4 in its entirety to read as follows:
 - "The term of this Agreement shall commence on February 1, 2022, and shall terminate on July 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement."
- 2. Exhibit B to the Agreement is hereby amended by (i) deleting Paragraph E of Exhibit B, and (ii) replacing Paragraph A of Exhibit B to read in its entirety as follows:
 - "For CONTRACTOR services to be rendered under this Agreement ("Services"), CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,225,000. Hourly rates for Services performed at COUNTY's request pursuant to this Agreement are set forth in **Exhibit B-1**, attached hereto and incorporated herein by this reference; **provided**, **however**, that the maximum hourly rate for Project Management Services shall not exceed \$175 per hour for all levels of Project Manager Classifications (i.e., Project Manager, Project Manager II, and Senior Project Manager)."
- 3. Exhibit B-1 to the Agreement is hereby amended by replacing Exhibit B-1 to read in its entirety as follows:

EXHIBIT B-1 CONTRACTOR SERVICES HOURLY RATE SCHEDULE

Hourly rates for Services performed at COUNTY's request pursuant to this Agreement are set forth in the Hourly Rate Schedule, below; **provided**, **however**, that the maximum hourly rate for Project Management Services shall not exceed \$175 per hour.

Hourly Rate Schedule:

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Services	Hourly Rate for Services Performed	Hourly Rate for Services Performed
	February 1, 2022 –	July 1, 2023 —
Property of the second second	June 30, 2023	July 30, 2024
Project Executive	\$ 255	\$ 268
Engineering/Architecture Department Manager	\$ 245	\$ 257
Project Director	\$ 235	\$ 247
Scheduling Dept. Manager	\$ 195	\$ 205
Estimating Dept. Manager	\$ 193	\$ 203
Senior Project Manager	\$ 175	\$ 175
Cx Engineer	\$ 185	\$ 194
Estimator	\$ 185	\$ 194
Project Manager II	\$ 175	\$ 175
Sustainability and Energy Expert	\$ 180	\$ 189
BIM Manager	\$ 180	\$ 189
Scheduler	\$ 175	\$ 184
Project Controls Manager	\$ 172	\$ 181
BIM Engineer	\$ 170	\$ 179
Project Manager	\$ 168	\$ 175
Engineering/Architecture	\$ 157	\$ 165
Department Admin. Support		
Senior Project Engineer	\$ 155	\$ 163
CAD Technician	\$ 152	\$ 160
Document Control Manager	\$ 148	\$ 155
Project Engineer	\$ 140	\$ 147

- 4. Except as otherwise amended by the foregoing Sections 1, 2 and 3 of this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
- 5. Each of the signatories to this Amendment warrants that such signatory has the authority to bind the party on behalf of which such signatory is executing this Amendment. 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. 1 to the Agreement for Services of Independent Contractor (BC21275) by and between the County of Santa Barbara and Skanska USA Building, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date fully executed by all of the parties hereto.

ATTEST:

MONA MIYASATO,

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

Deputy Clerk

COUNTY OF SANTA BARBARA

By: JOAN HARTMANN, CHAIR
Board of Supervisors

Date: 10-18-22

ADDITIONAL COUNTY SIGNATURE PAGE

Amendment No. 1 to the Agreement for Services of Independent Contractor (BC21275) by and between the County of Santa Barbara and Skanska USA Building, Inc.

APPROVED AS TO ACCOUNTING FORM:	
BETSY SCHAFFER, CPA, CPFO	
AUDITOR-CONTROLLER	
By:	
Deputy	
RECOMMENDED FOR APPROVAL: JANETTE D. PELL, DIRECTOR	
GENERAL SERVICES DEPARTMENT	
DocuSigned by: Janette D. Pell By: 1FBA9BD673A445F	

CONTRACTOR SIGNATURE PAGE

Amendment No. 1 to the Agreement for Services of Independent Contractor (BC21275) by and between the County of Santa Barbara and Skanska USA Building, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date fully executed by all of the parties hereto.

CONTRACTOR:

Skanska USA Building, Inc. 633 W. Fifth Street, 68th Fl Los Angeles, California 90071

By: John Maloblocki

Name: John Maloblocki Title: Vice President

END OF AMENDMENT