

County of Santa Barbara  
General Services  
**Capital Projects Division**

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**ROSSER INTERNATIONAL, INC.**

For

**ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN  
SERVICES**

For

**NORTHERN BRANCH JAIL PROJECT**

**PROJECT NUMBER: 8600**

**December 2, 2014**

**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES**

**ADULT DETENTION FACILITY**

**This is an agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and Rosser International, Inc. (hereinafter "Consultant").**

**PART 1 - RECITALS**

- 1.01 WHEREAS**, the parties hereto under the date of May 14, 2013, entered into an professional services agreement (hereinafter "PSA Agreement") for Architectural /Engineering and related professional design services, by Consultant in connection with the Northern Branch Jail Project (hereinafter "Project");
- 1.02 WHEREAS**, the parties hereto desire to amend the PSA Agreement in accordance with section 16.03 of the PSA Agreement:

**NOW, THEREFORE, Owner and Consultant agree that the May 14, 2013 PSA Agreement is amended as follows:**

**PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION**

**2.01 Agreement For Services, is hereby amended to read:**

- A. This Professional Services Agreement sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide Architectural-Engineering Design services to the County as it deems necessary to complete the Project. This PSA represents a negotiated scope of work and associated compensation for the entire Project. The entire Project is comprised of the sum of Project subsets, or work phases called Project Phases, for which partial compensation is identified. The County will authorize Consultant to perform the total Project, one or more phase at a time, by issuing Authorization to proceed with individual Project Phases. Each Project Phase will set forth the Project Phase title to reference the PSA Section defining the scope of services and deliverables for that phase, and the maximum compensation for the phase.

The scope of work for the Project shall include architectural/engineering and related professional design services needed for complete development of off- site wet utilities including: waste water, potable water, recycled water for fire protection, irrigation, and other uses as determined and sets forth the terms and conditions pursuant to which Consultant, a design services professional, shall also provide the development of off- site wet utilities, including design services, agency review / acceptance, bidding support and construction administration services, to the County as the County deems necessary to complete the Project.

## **2.02 Maximum Compensation, is hereby amended to read:**

- A. Compensation for entire Project, which equals the sum of all Project Phases issued pursuant to this PSA, shall not exceed **\$5,490,435 (Five Million Four Hundred Ninety Four Hundred Thirty Five 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.

Exhibit A1 is incorporated herein and specifies the Maximum Compensation Limit (MCL) that Owner will pay to Consultant for each Project Phase for architectural /engineering services performed under this Amendment. The MCL includes all authorized Services and authorized Reimbursable expenses. Total payment by Owner pursuant to any Project Phase will not exceed the MCL specified in the Project Phase, and Consultant shall provide all Services and Deliverables set forth in each Project Phase, compensation for which will not exceed the specified MCL.

## **2.05 Definitions, is hereby added as follows:**

- A. Wet Utilities – Generally include all liquid transmission systems associated with civil engineering, including waste water, storm water, and domestic water services. Specifically to this amendment, wet utilities references waste water, potable water and non-potable recycled water.
- B. Contractor or Sub Contractor - A separate party that the County contracts with to build the project.

## **2.06 Consultant Qualifications, is hereby added as follows:**

- A. Consultant represents that it has the ability to provide staffing and resources necessary to meet the schedules and needs of this Project.
- B. Consultant represents that the civil engineer subconsultant, Penfield & Smith, is qualified to design off-site municipal utility systems.
- C. Consultant represents that its staff and subconsultant staff has the design experience and expertise required to coordinate off-site wet utility design, approvals, installation and acceptance with the appropriate utility purveyor.

## **PART 4 - PROJECT PHASES**

### **4.01 Preparation and Approval, subdivision A is hereby amended to read:**

- A. The Owner's Authorized Representative ("OAR") for this PSA is John Green, County Project Manager and Construction Administrator, General Services Department.

## **PART 11 - COMPENSATION & PAYMENT**

### **11.08 Maximum Payment to Consultant, is hereby amended to read:**

- A. Excluding Additional Services performed only by a modification to this PSA, the Maximum Payment to Consultant for all services under this PSA, and when combining all Project Phases, shall not exceed **\$5,490,435**. The Maximum Payment shall not exceed progress on the Project Services described in this PSA to be performed by Consultant and the percentage allowances under the following paragraph.

### **11.09 Maximum Payment to Consultant by Phase, is hereby amended to read:**

- A. For each of the following phases, Consultant will be eligible for 80% of the pay percentages shown below upon first submittal of the full set of deliverables, and the balance upon incorporation of State agency comments where State agency requires resubmittal, or when State agency notifies OAR that it has no such comments.

**B. PHASE NOT-TO-EXCEED PHASE AMOUNT**

1. Programming \$159,125
2. Schematic Design \$908,935
3. Design Development \$1,157,695
4. Construction Documents \$1,856,176
5. Bidding \$246,210
6. Construction \$999,490
7. Operation/Project Close-Out \$90,128
8. Warranty \$32,676
9. Allowance for Additional Basic Services (PSA Agreement Part 5.10) and Supplementary Services (PSA Agreement Part 11.03-D.) that may be authorized by the Owner in writing pursuant to issuance of an Additional Basic Services (ABS) Order and Supplementary Services (SS) Order, respectively \$40,000.

**TOTAL BASIC SERVICES MAXIMUM COMPENSATION LIMIT: \$5,490,435**

**PART 17 - EXHIBITS**

**17.01,** Subdivisions A and G are hereby amended as follows:

Subdivision A, is hereby amended to include Exhibits A1 and A2, which are incorporated into the Agreement as though set forth in full, as follows:

- A. Exhibit A, "Consultant's Hourly Rate Schedule"  
Exhibit A1, "Compensation Table"  
Exhibit A2, "Rosser Cover Letter and Estimate"

Subdivision G, Exhibit G, "Notices" is hereby amended in Section 1(a) to read "Attention: John Green, Project Manager".

All other terms and conditions of the PSA Agreement remain in full force and effect.

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**EXHIBIT A1**  
**COMPENSATION TABLE**

<b>AMENDMENT NO. 1 BETWEEN THE COUNTY OF SANTA BARBARA AND  Rosser International, Inc.  FOR  Architectural-Engineering and Related Professional Design Services</b>					
<b>PROJECT TITLE:</b> Northern Branch Jail Project					

**COMPENSATION TABLE**

<b>Project Phase</b>	<b>Basic Services</b>	<b>Other Cost Item</b>	<b>Supplementary Services</b>	<b>NTE Travel and Expenses</b>	<b>Maximum Compensation Limit for Project Phase</b>
Construction Documents	<a href="#"><u>\$20,000</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$20,000</u></a>
Bidding	<a href="#"><u>\$5,000</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$5,000</u></a>
Construction	<a href="#"><u>\$5,000</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$5,000</u></a>
Closeout	<a href="#"><u>\$5,000</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$5,000</u></a>
Warranty	<a href="#"><u>\$5,000</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$0</u></a>	<a href="#"><u>\$5,000</u></a>
Supplementary Services			<a href="#"><u>\$40,000</u></a>		<a href="#"><u>\$40,000</u></a>
<b>Maximum Compensation Limit on Amendment No. 1:</b>					<a href="#"><u>\$80,000.00</u></a>

Consultant shall not perform nor bill for Supplementary Services without written authorization from OAR. Consultant shall submit appropriate documentation and information to support each invoice, including a 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 table, and label each category the same title.

END EXHIBIT A1

## **EXHIBIT A2**

**ROSSER**

Architecture  
Engineering  
Program Management

September 29, 2014

VIA E-MAIL

[jlgreen@co.santa-barbara.ca.us](mailto:jlgreen@co.santa-barbara.ca.us)

Mr. John L. Green, Senior Project Manager, Capital Projects  
County of Santa Barbara, General Services  
1105 Santa Barbara Street  
Santa Barbara, California 93101

Re: County of Santa Barbara Northern Branch Jail Project #8600  
Additional Services Request, Revised  
Off-site utility design

Dear John,

During the process of the development of the design for the referenced project, a conflict has arisen between the scope of work outlined in our Professional Services Agreement (PSA) dated May 14, 2013 and the work or potential work required of Rosser and our consultants. This deviation relates specifically to the Water Supply Development and Waste Water as described in Section 5.09 of the PSA.

*Rosser and Penfield & Smith have revised our original additional services proposal of September 12, 2014 to address the County of Santa Barbara comments e-mailed to us on September 17. These revisions are highlighted in italics.*

Rosser and our Civil Engineering Consultant Penfield & Smith (P&S) were charged with reviewing the Utility Services Study - North County Jail prepared by Flowers & Associates, July 13, 2009 to confirm that an on-site well system was the appropriate method to provide water for the proposed project. Section 5.09.A states that, "Consultant will be tasked with performing investigations to confirm the method of supplying water to the site." P&S published their "Preliminary Water & Sewer Utilities Study" on October 1, 2013 and this document was included as a deliverable of our Programming Phase work. The findings of this study can be summarized as follows:

- The project sewerage effluent would be discharged to Laguna Sanitation via a force main and lift station as outlined in 5.09.B.
- Non-potable water available from Laguna Sanitation was a more cost effective means by which to service fire water demand for the project. This differs from the Flowers & Associates utility study and scope of work described in 5.09.A. *Page ES-7 of the EIR, Mitigation Measure PS-1(c) states: "Onsite development shall, to the extent feasible, use recycled water for irrigation of landscaping." The use of recycled water for fire water was not contemplated by the EIR. The Flowers & Associates study did not analyze the use of recycled water for fire water. The Flowers study dismissed the use of recycled water for irrigation as a non-cost effective option and did not study the impact of recycled water. We have made every effort to minimize the design effort and*

**Rosser International, Inc.**  
Two Peachtree Points • 1555 Peachtree Street, NE  
Suite 800 • Atlanta, GA 30309  
t 404 876 3800  
[www.rosser.com](http://www.rosser.com)



*associated extra services fees by combining the plan and profile set with the force main, which was clearly part of the original scope of work.*

- With the use of non-potable water from Laguna Sanitation to satisfy the non-potable water needs of the project, the demand for potable water to serve the site was drastically reduced. With this reduction it became more cost efficient to serve the potable water demands via the local water utility, Golden State, than an on-site well system. *The original agreement was prepared with the assumption that Laguna County Sanitation would be the onsite water utility provider (purveyor). This would mean that Laguna County Sanitation would be reviewing the onsite water wells, the lift station, and the force main and would therefore be the only reviewing agency outside of those reviewing the larger plan set (County General Services, BSCC, and the State Fire Marshal). The addition of Golden State as a reviewing agency necessitates the preparation of two sets of documents. Golden State requires a more rigorous design review process than Laguna Sanitation.*
- The County of Santa Barbra accepted these changes in water service and the project has been developed accordingly.

Rosser and P&S consider the work required to design, document, and administer the recycled water delivery system, recycled water storage, and recycled water distribution system to be essentially equal to the work required to develop an on-site water system. The County of Santa Barbara has been presented with two options for the construction of the Golden State water to the site. One option is for the County of Santa Barbara to pay Golden State for them to engineer and construct the necessary piping and pumps. The second option is to have Rosser/P&S design the system and assist the County of Santa Barbara with contracting for the construction of the piping and pumps. In the second option, Rosser/P&S would be designing two separate systems for review and approval by two separate approving agencies. *A breakdown of the man hours required for this additional work and a project schedule have been attached per your request.*

Section 509.A states, "The scope of this PSA covers all design work required to develop the needed water supply for the Project using the assumed option, and PSA may be modified based on the results of Consultant's investigations" and, "If this investigation results in Owner selecting a different option, impacted Project Phases will be modified pursuant to Part 11." Rosser feels that the design and documentation of two separate water systems that both deviate from the assumed system constitute a change of scope and an increase in our work effort. Per section 11.03B, Rosser proposes a lump sum of forty thousand dollars (\$40,000.00) to design, bid, and administer the Golden State off-site water line. This fee includes thirty-six thousand, nine hundred and thirty dollars (\$36,930.00) for P&S to perform the required work and three thousand and seventy dollars (\$3,070.00) for Rosser to administer the additional work.

This additional services proposal is based upon bidding the work of the sewer, recycled water, and potable water systems at the same time to the same contractor. The PSA recognizes only one other bid package in

**ROSSER**

Mr. John L. Green, Senior Project Manager, Capital Projects  
September 29, 2014  
Page 3 of 3

addition to the main project bid package. If Rosser is requested to bid and administer separate off-site packages, then we will submit a second additional services request for that change in scope.

Please let us know your pleasure as to how you would like Rosser to proceed. If you need additional information or explanation of our proposal, please feel free to contact me at any time.

Sincerely



Mark R. Van Allen, AIA, Project Manager

Attachments: Penfield & Smith Additional Service proposal dated September 25, 2014,  
#W.O.20861.10  
Penfield & Smith Project Cost Estimate dated September 25, 2014  
Off-site design schedule dated September 25, 2014

CC: William H. Golson, Jr., Rosser International, Inc.  
File t:\13078 santa barbara city northern branch jail\02 correspondence\01 letters\2014-09-29 add serve water letter.doc

**ROSSER**



<b>PROJECT COST ESTIMATE</b>		<b>(WITH PREVAILING WAGES)</b>	
Project No.:	208611		
Description:	Northern Branch Jail		
Client:	Rosier	Prepared by:	BMD
Date:	September 25, 2014	Office:	3
File Name:	20861_10_XSect1_FEE	Billing Type:	T&M
		Prevailing Wages (Y/N):	Y
		<b>PENFIELD &amp; SMITH</b> 210 E. Enos Drive, Suite A Santa Maria, CA 93454 (805) 925-2345	

Average Rate:	438.935	10	10
Grand Total =			\$36,931

Item	Code	Description	Unit	Quantity	Price	Total
1	1000	General Excavation	1000	1.00	1000.00	1000.00
2	2000	General Filling	2000	1.00	2000.00	2000.00
3	3000	General Grading	3000	1.00	3000.00	3000.00
4	4000	General Paving	4000	1.00	4000.00	4000.00
5	5000	General Driveway	5000	1.00	5000.00	5000.00
6	6000	General Sidewalk	6000	1.00	6000.00	6000.00
7	7000	General Foundation	7000	1.00	7000.00	7000.00
8	8000	General Wall	8000	1.00	8000.00	8000.00
9	9000	General Roof	9000	1.00	9000.00	9000.00
10	10000	General Floor	10000	1.00	10000.00	10000.00
11	11000	General Ceiling	11000	1.00	11000.00	11000.00
12	12000	General Window	12000	1.00	12000.00	12000.00
13	13000	General Door	13000	1.00	13000.00	13000.00
14	14000	General Stair	14000	1.00	14000.00	14000.00
15	15000	General Balcony	15000	1.00	15000.00	15000.00
16	16000	General Deck	16000	1.00	16000.00	16000.00
17	17000	General Fence	17000	1.00	17000.00	17000.00
18	18000	General Gate	18000	1.00	18000.00	18000.00
19	19000	General Pool	19000	1.00	19000.00	19000.00
20	20000	General Hot Tub	20000	1.00	20000.00	20000.00
21	21000	General Spa	21000	1.00	21000.00	21000.00
22	22000	General Sauna	22000	1.00	22000.00	22000.00
23	23000	General Hammock	23000	1.00	23000.00	23000.00
24	24000	General Swing	24000	1.00	24000.00	24000.00
25	25000	General Bench	25000	1.00	25000.00	25000.00
26	26000	General Table	26000	1.00	26000.00	26000.00
27	27000	General Chair	27000	1.00	27000.00	27000.00
28	28000	General Sofa	28000	1.00	28000.00	28000.00
29	29000	General Bed	29000	1.00	29000.00	29000.00
30	30000	General Mattress	30000	1.00	30000.00	30000.00
31	31000	General Pillow	31000	1.00	31000.00	31000.00
32	32000	General Blanket	32000	1.00	32000.00	32000.00
33	33000	General Towel	33000	1.00	33000.00	33000.00
34	34000	General Bath Mat	34000	1.00	34000.00	34000.00
35	35000	General Shower Curtain	35000	1.00	35000.00	35000.00
36	36000	General Toilet Paper	36000	1.00	36000.00	36000.00
37	37000	General Paper Towel	37000	1.00	37000.00	37000.00
38	38000	General Napkin	38000	1.00	38000.00	38000.00
39	39000	General Dishcloth	39000	1.00	39000.00	39000.00
40	40000	General Sock	40000	1.00	40000.00	40000.00
41	41000	General Undershirt	41000	1.00	41000.00	41000.00
42	42000	General Suspenders	42000	1.00	42000.00	42000.00
43	43000	General Tie	43000	1.00	43000.00	43000.00
44	44000	General Belt	44000	1.00	44000.00	44000.00
45	45000	General Hat	45000	1.00	45000.00	45000.00
46	46000	General Glove	46000	1.00	46000.00	46000.00
47	47000	General Scarf	47000	1.00	47000.00	47000.00
48	48000	General Shawl	48000	1.00	48000.00	48000.00
49	49000	General Cape	49000	1.00	49000.00	49000.00

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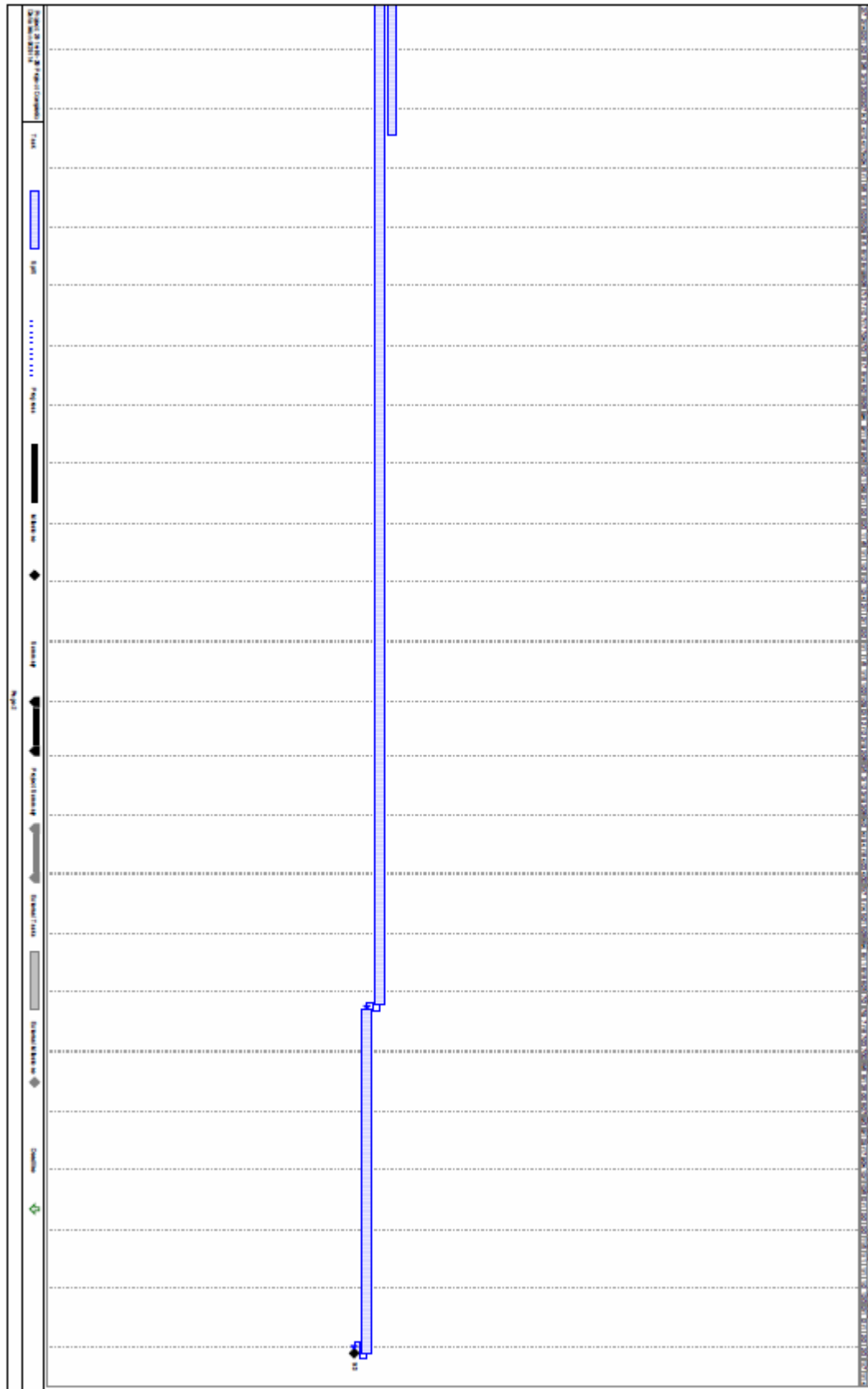
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END EXHIBIT A2

## PART 5 - SIGNATURES

### Amendment No. 1 to Agreement for ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES

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

#### COUNTY

By: \_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

#### ATTEST:

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**CONSULTANT:** ROSSER INTERNATIONAL, INC.

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
William Griffin, CEO

#### APPROVED AS TO FORM:

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

#### APPROVED AS TO ACCOUNTING FORM:

ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

#### APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC  
RISK MANAGER

#### RECOMMENDED FOR APPROVAL:

MATTHEW P. PONTES  
DIRECTOR OF GENERAL SERVICES

By: \_\_\_\_\_  
Risk Manager

By: \_\_\_\_\_  
Department Head

**END OF PART 5  
END OF AGREEMENT**