



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

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**AMENDMENT NO. 1 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**

February 26, 2019

**AMENDMENT No. 1 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 first 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"); and

WHEREAS, the Agreement was initially for 26 months with a 4 month extension option which was exercised by the County; and

WHEREAS, the parties hereto desire to amend the Agreement ("Amendment No. 1"), 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. 1 increases the maximum compensation limit of \$566,400 by \$198,734.00 for a Maximum Compensation Limit (MCL) of \$765,134.00.
2. Amendment No. 1 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 35 months after the start date noted in the Notice to Proceed, unless otherwise directed by COUNTY or unless earlier terminated. COUNTY may, in its sole discretion, extend this Agreement for an additional 4 months.
3. Amendment No. 1 is effective starting February 26, 2019 through August 12, 2019, unless the County exercises its option for up to an additional 4 months of services until December 31, 2019.
4. Exhibit B of the Agreement is hereby replaced with the revised Exhibit B, 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 13, 2019
Final Completion	August 12, 2019
Occupancy	September 2019

ESTIMATED CONSTRUCTION TIME: 35 mo. / 1070 calendar days

6. Except as otherwise 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.

Amendment No. 1 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

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:  
GENERAL SERVICES**

**CONTRACTOR:  
T.Y.R. Inc.  
796 Wonder Lane  
Costa Mesa, CA 92627**

By:   
Department Head

By: \_\_\_\_\_  
Authorized Representative

Name: Youssef Sobhi

Title: President

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA, CPFO  
Auditor-Controller

By:   
Deputy County Counsel

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

Dept 063

Fund 0032

Program 4000

Account 7460

Project 8600

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

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County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:  
GENERAL SERVICES**

**CONTRACTOR:  
T.Y.R. Inc.  
796 Wonder Lane  
Costa Mesa, CA 92627**

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

By: *Youssef Sobhi*  
Authorized Representative

Name: Youssef Sobhi

Title: President

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA, CPFO  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

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## 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 **\$765,134.00 (specifically not to exceed \$676,012.00 for a 35 Month Duration and not to exceed an additional \$89,122.00 for a four (4) month extension if required and approved by County)**. (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 \$ 108.00 Per Amendment 1
Project Manager	\$ 120.00 \$ 123.60 Per Amendment 1

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. 8600  
 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	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Bill Barker	Lead IOR		176	190	184	168	168	168	168	198	160	184	160	184
Youssef Sobhi	Project Manager		8	8	8	8	8	8	8	8	8	8	8	8
		<b>Totals</b>												
		<b>Hourly Rate</b>												
Bill Barker	Lead IOR	\$105.00	\$18,480.00	\$16,800.00	\$19,320.00	\$17,640.00	\$17,640.00	\$17,640.00	\$17,640.00	\$17,640.00	\$18,800.00	\$19,320.00	\$16,800.00	\$19,320.00
Youssef Sobhi	Project Manager	\$120.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00	\$960.00
		<b>Total</b>												

County of Santa Barbara Northern Branch Jail Project, No. 8600  
 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														
176	190	184	160	176	168	160	176	160	176	168	176	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	\$16,800.00	\$18,480.00	\$17,640.00	\$16,800.00	\$18,480.00	\$16,800.00	\$18,480.00	\$17,640.00	\$18,480.00	\$17,640.00	\$17,640.00	\$484,520.00
\$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
			<b>Construction Phase</b>				
Bill Barker	Lead IOR		Hours	Hours	Hours	Hours	Hours
Youssef Sobhi	Project Manager		184	190	184	168	696
			8	8	8	8	32
		<b>Totals</b>					728
		<b>Hourly Rate</b>					
Bill Barker	Lead IOR	\$105.00	\$19,320.00	\$16,800.00	\$19,320.00	\$17,640.00	\$73,080.00
Youssef Sobhi	Project Manager	\$120.00	\$960.00	\$960.00	\$960.00	\$960.00	\$3,840.00
		<b>Total</b>					\$76,920.00

**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	
<b>Totals</b>	<b>173</b>	<b>121</b>	<b>968</b>	<b>\$104,544.00</b>	<b>41</b>	<b>\$5,067.60</b>	

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	
<b>Totals</b>	<b>141</b>	<b>98</b>	<b>784</b>	<b>\$84,672.00</b>	<b>36</b>	<b>\$4,449.60</b>	

**END EXHIBIT B**