Attachment 1



GENERAL SERVICES DEPARTMENT

Capital Projects Group

AMENDMENT NO. 2 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

January 28, 2020

AMENDMENT No. 2 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 Second 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, 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"); and

WHEREAS, the parties hereto desire to amend the Agreement ("Amendment No. 2"), 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. 2 increases the maximum compensation limit of \$765,134.00 by \$51,719.00 for a Maximum Compensation Limit (MCL) of \$816,853.00.
- 2. Amendment No. 2 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. 2 is effective starting January 28, 2020 through August 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.

Key Event	Completion Date
Substantial Completion	March 3, 2020
Final Completion	May 04, 2020
Occupancy	August 2020

ESTIMATED CONSTRUCTION TIME: 47 mo. / 1454 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.

Amendment No. 2 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:	COUNTY OF SANTA BARBARA:
Mona Miyasato County Executive Officer Clerk of the Board	
Clork of the Board	
By: Deputy Clerk	By: Chair, Board of Supervisors
Deputy Clerk	
	Date:
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
GENERAL SERVICES	T.Y.R. Inc.
	796 Wonder Lane Costa Mesa, CA 92627
	COSta Wiesa, CA 92027
Ву:	By: Soul Soli
Department Head	Authorized Representative
	Name: Youssef Sobhi
	Title: President
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
Michael C. Ghizzoni	Betsy Schaffer, CPA, CPFO
County Counsel	Auditor-Controller
By: Juliah Status	By: C.Clih
Øeputy County Counsel (Deputy
APPROVED AS TO FORM: Risk Management	
By Risk Management	

Program 4000

Dept 063

Fund 0032

Project 8600

Account 7460

Amendment No. 2 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:			COUN	TY OF SANTA E	BARBARA:
Mona Miya	sato				
	ecutive Officer				
Clerk of the	e Board				
Ву:			Ву:		
	y Clerk		Dy.	Chair, Board of	Supervisors
Бери	y Olon				·
			Date:		
RECOMME	NDED FOR APPROVA	AL:	CONTR	RACTOR:	
GENERAL	SERVICES		T.Y.R.	Inc.	
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			Costa	Mesa, CA 9262	27
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By:			Dv.	Som	De bla
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Бераг	unent rieda			_	
			Name:	Youssef Sobl	וו
			Title:	President	
APPROVED	AS TO FORM:		APPRO	VED AS TO ACC	COUNTING FORM:
Michael C.	Ghizzoni		Betsv S	Schaffer, CPA, (CPFO
County Cou			Auditor	-Controller	51, 0
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Dept 063	Fund 0032	Program 4000	Ž	Account 7460	Project 8600

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ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato County Executive Officer Clerk of the Board	
By: Deputy Clerk	By: Chair, Board of Supervisors
Deputy Clerk	Date:
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
GENERAL SERVICES	T.Y.R. Inc. 796 Wonder Lane Costa Mesa, CA 92627
By: Department Head	By: Janus Sahi 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	

Program 4000

Account 7460

Dept 063

Fund 0032

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 \$816,853.00 (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.





Project Inspector	Hourly Rate	
Lead inspector	\$ 105.00 \$ 111.24 Per Amendme	nt 2
Project Manager	\$ 120.00 \$ 127.30 Per Amendme	ent 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.

Couty of Santa Barbara Northern Branch Jali Project, No. 8600 Inspection Firm: TYR, Inc.

Fee Estrate June 2016 thru July 2016 (26 Month Duration)											La de la constante de la const			
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Younged Subbi	Project Manager	\$120.00	\$690.00	\$900.00	\$988.00	4950.00	\$990.00	\$960.00	\$900 (4)	\$960.00	\$980.00	\$960.00	\$960,00	\$1900.00
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Couty of Santa Barbara Northern Branch Jail Project. No. 2600 Inspection Firm. TYR, Inc.

Fee Estimate June 2016 thru July 2016 (25 Month Duration)													
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Additional Four (4) Month Extention Fee Estimate

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			Construction				
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Yessrel Sciolii	Project Manager	\$120.00	\$(e)(r(e)	\$9(4) ()0	\$990.00	\$950.00	\$3,840,00
		Total					\$75 100 OI
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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 \$\sqrt{}\$ (this estimate excludes any other additional overtime, off hours and legal holidays).

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

Month			Lea	d IOR	PN		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Calendar Days	Working Days	Planned # of working Hours	IOR Cost	Planned # of working Hours	PM Cost	Total 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	是作品的
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.

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

		Lead I	OR	PM		
Calendar Days	Working Days	Planned # of working Hours	IOR Cost	Planned # of working Hours	PM Cost	Total Cost
19	14	112	\$12,096.00	4	\$494.40	
30	20	160	\$17,280.00	8	\$988.80	
31	23	184	\$19,872.00	8		
30	20	160	\$17,280.00	8		
31	21	168	\$18,144.00	8	\$988.80	
141	98	784	\$84,672.00	36	\$4,449,60	
	Days 19 30 31 30 31	Days Days 19 14 30 20 31 23 30 20 31 21	Calendar Days Working Days Planned # of working Hours 19 14 112 30 20 160 31 23 184 30 20 160 31 21 168	Days Days working Hours IOR Cost 19 14 112 \$12,096.00 30 20 160 \$17,280.00 31 23 184 \$19,872.00 30 20 160 \$17,280.00 31 21 168 \$18,144.00	Calendar Days Working Days Planned # of working Hours IOR Cost Planned # of working Hours 19 14 112 \$12,096.00 4 30 20 160 \$17,280.00 8 31 23 184 \$19,872.00 8 30 20 160 \$17,280.00 8 31 21 168 \$18,144.00 8	Calendar Days Working Days Planned # of working Hours IOR Cost Planned # of working Hours PM Cost 19 14 112 \$12,096.00 4 \$494.40 30 20 160 \$17,280.00 8 \$988.80 31 23 184 \$19,872.00 8 \$988.80 30 20 160 \$17,280.00 8 \$988.80 31 21 168 \$18,144.00 8 \$988.80

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:

		of Santa Barbara N OR Services - Proje				
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 Estimat	ed 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.

END EXHIBIT B