AMENDMENT NO. 5 TO INDEPENDENT CONTRACTOR AGREEMENT

This Amendment No. 5 to Independent Contractor Agreement ("Amendment") is between Dewberry Architects, Inc. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Independent Contractor Agreement entered into on June 13, 2017 between Consultant and County, and which is attached to this Amendment as Attachment 2 and collectively referred to as the “Agreement”. Amendment No. 1 to the Independent Contractor Agreement is attached to this Amendment as Attachment 3, Amendment No. 2 to the Independent Contractor Agreement is attached to this Amendment as Attachment 4, Amendment No. 3 to the Independent Contractor Agreement is attached to this Amendment as Attachment 5, and Amendment No. 4 to the Independent Contractor Agreement is attached to this Amendment as Attachment 6.

RECITALS

A. The parties to this Amendment entered into the Agreement to retain Consultant to provide Construction Administration Services to the Sutter County Development Services Department, during the construction phase of the Main Jail Expansion Project; and

B. The parties now desire to increase the scope and compensation of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective May 15, 2019:

1. Scope of Work: Section 1, Exhibit “A” of the Agreement shall be modified to include the following additional work:

   Additional Service Request #16 dated December 14, 2018 and provided by Consultant on March 13, 2019 and attached to this Amendment as Attachment 1.

2. Compensation: The total compensation of the Agreement shall be increased by $124,790.00 for Additional Service Request #16. Consequently, Section 3., Compensation, of the Agreement shall be deleted in its entirety and replaced with following:

   3. County shall pay Consultant for services at the rates and amounts shown on Exhibit B attached to this Agreement and incorporated by reference. Total compensation payable to Consultant under this Agreement, including expenses, shall not exceed Six-Hundred Seventy-One Thousand One-Hundred Eight dollars ($671,108.00).
All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER

By: ____________________________

NEAL HAY
Development Services Director

DATE: ____________________________

CONSULTANT

By: ____________________________

Dewberry Architects, Inc.

DATE: ____________________________

APPROVED AS TO FORM:

JEAN JORDAN
COUNTY COUNSEL
December 14, 2018

Sutter County Public Works Department
Attn: Neal Hay, P.E., Director Sutter County Development Services
1130 Civic Center Blvd., Suite C
Yuba City, CA 95993

RE: Sutter County Main Jail Expansion
Addition Services Request #16 – Extended Construction Support Services

Dear Mr. Hay,

We are submitting for your review and approval ASR #16, which addresses the design team’s construction support for an extend construction phase. The extended construction phase covers construction for the following County requested Design Change Orders (DCO):

- DCO#A3 – Basement Fire Protection & Fire Alarm Upgrade
- DCO#A4 – IT / Network Room Modifications
- DCO#A7 – Existing Jail Restroom & Shower Upgrades
- DCO#A8 – Existing Control Room HVAC Upgrade
- DCO#A14 – Existing Jail HVAC Upgrade

Dewberry’s original construction support contract started in mid-June 2017 and covered the construction for the new main jail expansion and remodel of a few areas in the existing jail. Dewberry’s original contract was based upon a 19 month construction period. This would have resulted in a completion date around mid-December 2018.

Under Additional Service Request #16 the design team will perform the following task:

- Review submittals for new equipment and products.
- Responding to various contractor RFI’s.
- Continue to attend bi-weekly on-site construction meetings. (Estimate 14 bi-weekly meetings).
- Perform project management services for coordination with Sutter County, County’s Project Manager, General Contractor and design team members.
- Coordinate with SFM and BSCC on potential code issues.
- Prepare punch list for areas modified by design change orders.

Total Fee Request for all tasks is $124,790.
Please refer to the attached detail fee proposal breakdown for distribution of design team fees.

Please note: Dewberry is requesting a cost of living increase for the project manager hourly rate.
- Original hourly rate = $160/hour
- Requested hourly rate increase = $165/hour (approx. 3.2% increase)
Please review and let me know if you have any questions or need additional information.

Sincerely,

James Aguilar, RA, LEED GA
Senior Project Manager

Attachments:
  • ASR #16 - Detailed Fee Proposal Breakdown, dated 12/14/2018

cc:
  Erica Nelles, Dewberry
  Al Korth, Dewberry
## Proposal ASR Work plan #16 - Extended CA Services (12/2018-June/2019)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Architecture</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Support (28 weeks)</td>
<td>224</td>
<td>$165</td>
<td>$36,960</td>
</tr>
<tr>
<td>Bi-Weekly CA meetings (Est 14 meetings)</td>
<td>56</td>
<td>$165</td>
<td>$9,240</td>
</tr>
<tr>
<td>RFIs (Est 56 RFIs)</td>
<td>140</td>
<td>$165</td>
<td>$23,100</td>
</tr>
<tr>
<td>Submittals</td>
<td>40</td>
<td>$165</td>
<td>$6,600</td>
</tr>
<tr>
<td>Coordination with Code Enforce. Agency &amp; BSCC</td>
<td>28</td>
<td>$165</td>
<td>$1,820</td>
</tr>
<tr>
<td>Admin Support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>508</td>
<td></td>
<td>$81,020</td>
</tr>
</tbody>
</table>

| **Civil**                                                |       |      |       |
| Civil Engineer                                           | 5     | $170 | $850  |
| CADD Technician                                          | 0     | $110 | $0    |
| Total                                                    | 5     |      | $850  |

| **Structural Engineer**                                  |       |      |       |
| Senior Principal                                         | 5     | $210 | $1,050 |
| Senior Associate                                         | 22    | $160 | $3,520 |
| Senior Technician                                        | 6     | $110 | $660  |
| Total                                                    | 33    |      | $5,230 |

| **Mechanical / Plumbing/Fire Protection**                 |       |      |       |
| Mechanical Engineer                                      | 26    | $205 | $5,330 |
| Mechanical Designer                                      | 76    | $130 | $9,880 |
| Plumbing Designer                                        | 36    | $130 | $4,680 |
| Electrical Engineer                                      | 24    | $190 | $4,560 |
| Electrical Designer                                      | 76    | $130 | $9,880 |
| Title 24 Compliance                                      | 0     | $130 | $0    |
| Administration                                           | 0     | $80  | $0    |
| CAD Tech                                                 | 0     | $95  | $0    |
| Total                                                    | 238   |      | $34,330 |

| **Security Electronics - DEI**                           |       |      |       |
| Security Consultant                                      | 24    | $140 | $3,360 |
| Total                                                    | 24    |      | $3,360 |

**Total ASR #16:** $124,790
ATTACHMENT 2

INDEPENDENT CONTRACTOR AGREEMENT
DATED JUNE 13, 2017
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into effective [date] by and between Sutter County, a political subdivision of the State of California ("County"), and Dewberry Architects, Inc. ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide Construction Administration Services to the Sutter County Development Services Department, during the construction phase of the Main Jail Expansion Project; and

B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Consultant shall provide architectural design team construction support services during the Main Jail Expansion Project at 1077 Civic Center Boulevard, Yuba City. The consultant services provided shall include those services described in Exhibit A which is attached to this Agreement and incorporated by reference. ("Services").

2. Term. Services under this Agreement shall commence on July 1, 2017, and shall continue until June 30, 2019, or until the agreement is terminated by either party in accordance with the provisions of Paragraph 11, below.

3. Compensation. County shall pay Consultant for services at the rates and amounts shown on Exhibit B attached to this Agreement and incorporated by reference. Total compensation payable to Consultant under this Agreement, including expenses, shall not exceed Three Hundred Thirty-Five Thousand Five-Hundred Seventy dollars ($335,570.00).

4. Invoice and Payments. Consultant shall submit monthly invoices for services rendered during the preceding month and expenses incurred to the following address: Department of Development Services, Attn.: Interim Assistant Director, 1130 Civic Center Blvd., Yuba City, California 95993. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts. Despite any dispute as to any item charged, County shall promptly pay all undisputed amounts in any invoice.
5. **Notice.** Any notice required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to the County:**

Development Services Department  
County of Sutter  
1130 Civic Center Blvd.  
Yuba City, CA 95993  
(530) 822-7400

**If to Consultant:**

James Aguilar  
Dewberry Architects, Inc.  
1760 Creekside Oaks Drive, Suite 280  
Sacramento CA 95833  
(916) 239-7244

Notice shall be effective upon receipt.

6. **Independent Contractor.**

   A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant’s compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for himself and for his employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

   B. In the event that the Consultant’s activities under this Agreement, or any of them, are found by any state or federal County to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed
by such state or federal County for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. **Subcontracting and Assignment.** Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

8. **Indemnification.**

   A. Consultant shall indemnify, defend, and hold harmless County and its officers, employees, and agents against all liabilities, claims, demands, damages and costs (including attorneys’ fees and litigation costs) that arise in any way from Consultant’s acts or omissions while performing under this Agreement. Consultant’s obligations under this section include, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including County’s officers, employees and agents) and from damage to or destruction of any property (including County’s real and personal property).

   B. County shall indemnify, defend, and hold harmless Consultant and its officers, employees, and agents against all liabilities, claims, demands, damages and costs (including attorneys’ fees and litigation costs) that arise in any way from County’s acts or omissions while performing under this Agreement. County’s obligations under this section include, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including Consultant’s officers, employees and agents) and from damage to or destruction of any property (including Consultant’s real and personal property).

9. **Insurance.** Without limiting Consultant’s indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

   Workers’ Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

   Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

   Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.
Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting therefrom, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant’s start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available “Best’s Insurance Guide.”

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.

(vi) Provide defense in addition to limits of liability.
Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County’s additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers’ compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Sutter County’s address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

10. **Audit.** The following audit requirements apply from the effective date of this Agreement until three years after County’s final payment:

   A. Consultant shall allow County’s authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant’s records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

   B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

11. **Termination.** Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party.
12. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

13. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14. **Amendments.** Any amendments to this Agreement shall be in writing and executed by both parties.

15. **Entire Agreement.** This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

16. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

17. **Construction.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

---

COUNTY OF SUTTER

By: [Signature]
Scott Mitnick
County Administrative Officer

DATE: 07/13/17

By: [Signature]
Name: ERICA NEUMES
Title: SR. ASSOCIATE / DIRECTOR

DATE: 07/14/17

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

By: [Signature]

DATE: 07/13/17

AUTHORIZED BY THE
BOARD OF SUPERVISORS

By: [Signature]

DATE: JUNE 13, 2017

DATE: 07/13/17
EXHIBIT “A” – SERVICES
April 18, 2017

Sutter County Public Works Department
Attn: Mr. Neal Hay, Senior Civil Engineer
1130 Civic Center Boulevard, Suite C
Yuba City, CA 95993

RE: Construction Administration Proposal
Sheriff’s Main Jail Expansion

Dear Mr. Hay,

Dewberry and our Consultant Design Team offer the attached revised breakdown of services reflecting the NTE fee for a nineteen (19) month Construction Schedule. We have modeled our proposed scope of services following the AIA B101 document for Construction Phase Services 3.6.

Changes made are:

1. Revised the Construction Administration Service duration to nineteen (19) months.
2. Revised hours for Project Management and Coordination.
3. Revised the hourly rate for James Aguilar to attend bi-monthly Owner, Architect, and Contractor progress meeting to $160/hr. These site visits will also include project coordination and evaluation of work in progress.
4. Added hours for review/responding to Contractor Change Directives and Change Orders.
5. Reduced hours proposed for reviewing/responding to RFI’s.
6. Reduced the number of hours for reviewing Contractor submittals by reducing the number of submittal to be reviewed. This to be coordinated with Jacobs.
7. Revised the number of site visits for Detention/Technology to six (6) trips.
8. Revised Consultants fees and number of site trips.
9. Added proposed Add Service for Project Close Out and preparing Punch Lists.
10. Added travel reimbursement for Dewberry site visits.

Items Excluded from proposed services:

1. PIC Site visits.
2. Weekly Architect site visits.
3. Preparation of As-Constructed Record Drawings.
4. Attending on-site pre-construction meetings required by G.C.
5. General Commissioning Requirements per Specification Section 01 91 13.
6. Review/certification of Certificates for Payment.
7. Project Close Out and Punch. (See #9 above for proposal)
Mr. Hay  
Sutter County Main Jail Expansion  
April 18, 2017  

I have also attached our updated Dewberry Standard Hourly Rate Schedule for review.  

Should you have any questions, please call to discuss.  

Sincerely,  

[Signature]  

Alan Korth  
Associate Principal  

cc:  
David T. Pavolko  
James Aguilar  

Attachments: NTE Fee Breakdown by Task and Hourly Rate Schedule  
Dewberry Standard Hourly Rates Schedule
EXHIBIT “B” – COMPENSATION
# NTE Breakdown by Task and Hourly Rate Schedule

**Sutter County Main Jail Expansion**  
PN: 50057268  
April 18, 2017  
Dewberry Services for Construction Administration Phase  
Fee proposal Hourly Rate Schedule Included

<table>
<thead>
<tr>
<th>AIA B101</th>
<th>TASK</th>
<th>STAFFING WEEKS / HRS.</th>
<th>NTE FEE'S</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.6.1.2</td>
<td>1) Construction Administration Service Duration @ 19 Mos.</td>
<td>77 hrs x 120.00/hr.s. =</td>
<td>$9,240.00</td>
</tr>
<tr>
<td>3.6.2.1</td>
<td>2) Project Management and Coordination with Jacobs Global Building NA Construction Manager.</td>
<td>39mtg x 8hrs. x 160.00/hr.s. =</td>
<td>$49,920.00</td>
</tr>
<tr>
<td>3.6.2.1.1</td>
<td>3) Attend Bi-monthly; (Every two weeks) 8hrs on-site Owner, Architect and Contractor (OAC) Progress Meetings (39 Meetings). Includes Project Coordination and evaluation of work in progress.</td>
<td>60/hr.s. x 120.00/hr.s. =</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>3.6.2.6</td>
<td>4) Review / Respond to CCDs and Change Orders.</td>
<td>77/wks. X 8 hrs. x 160.00/hr.s. =</td>
<td>$98,560.00</td>
</tr>
<tr>
<td>3.6.2.1.2</td>
<td>5) Review / Respond to Contractor generated RFI's.</td>
<td>77/wks. X 5.2 hrs. x 120.00/hr.s. =</td>
<td>$48,000.00</td>
</tr>
<tr>
<td>3.6.4.2</td>
<td>6) Review Contractor shop drawing submittals or proposed substitutions for conformance with Contract Documents.</td>
<td>6 total @ 1000.00 =</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>8</td>
<td>7) Security Design Team travel - four(3) Technology and four(3) Detention</td>
<td>_</td>
<td>_</td>
</tr>
<tr>
<td>3.6.6</td>
<td>8) Consultant Fees:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MEP - Glumac</td>
<td>CA Services + 4 trips</td>
<td>$48,500.00</td>
</tr>
<tr>
<td></td>
<td>CA Structural - B&amp;B</td>
<td>CA Services + 3 trips</td>
<td>$43,650.00</td>
</tr>
<tr>
<td></td>
<td>Civil - Wood Rodgers</td>
<td>CA Services + 4 trips</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>9</td>
<td>9) Project Close-out / Punch List (By Phase)(1Arch @4hrs x 5 trips) = 20 hrs, 2 Det. @ 8 hrs x 1 trip = 16hrs, 1 HVAC @ 8 hrs x 2 trips = 16hrs, 1 Civil @ 4hrs x 1 trip = 4hrs, 1 Arch Finial Close Out @ 4 hrs = 4hrs.</td>
<td>60/hr.s. x 160.00/hr.s. + 10 Trips</td>
<td>$10,600.00</td>
</tr>
<tr>
<td></td>
<td>10) Travel Reimbursement $100 x (39 Mtgs.)</td>
<td></td>
<td>$3,900.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$335,570.00</strong></td>
<td><strong>$335,570.00</strong></td>
</tr>
</tbody>
</table>

**EXCLUDES:**  
1. PIC Site Visits  
2. Weekly Architect Site Visits  
3. Preparation of As-Constructed Record Drawings  
4. Attending Pre-Construction Meetings required by G.C.  
5. General Commissioning Requirements listed in Specification Section 01 91 13  
6. Review/certification of Certificates For Payment  
7. Project Close out and Punch (See #9 above for Add Service proposal)
# Standard Hourly Billing Rate Schedule

<table>
<thead>
<tr>
<th>Dewberry</th>
<th>Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional</strong></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>$275.00</td>
</tr>
<tr>
<td>Architect I,II,III</td>
<td>$65.00, $85.00, $110.00</td>
</tr>
<tr>
<td>Architect IV,V,VI</td>
<td>$125.00, $140.00, $160.00</td>
</tr>
<tr>
<td>Architect VII, VIII, IX</td>
<td>$180.00, $195.00, $210.00</td>
</tr>
<tr>
<td>Interior Designer I,II,III,IV</td>
<td>$75.00, $85.00, $105.00, $140.00</td>
</tr>
<tr>
<td>Engineer I,II,III</td>
<td>$95.00, $105.00, $120.00</td>
</tr>
<tr>
<td>Engineer IV,V,VI</td>
<td>$135.00, $155.00, $170.00</td>
</tr>
<tr>
<td>Engineer VII, VIII, IX</td>
<td>$185.00, $200.00, $220.00</td>
</tr>
<tr>
<td>Other Professionals I, II, III</td>
<td>$90.00, $105.00, $115.00</td>
</tr>
<tr>
<td>Other Professionals IV, V, VI</td>
<td>$135.00, $150.00, $165.00</td>
</tr>
<tr>
<td>Other Professionals VII, VIII, IX</td>
<td>$185.00, $210.00, $220.00</td>
</tr>
<tr>
<td><strong>Technical</strong></td>
<td></td>
</tr>
<tr>
<td>Geographer/GIS I,II,III</td>
<td>$85.00, $95.00, $105.00</td>
</tr>
<tr>
<td>Geographer/GIS IV,V,VI</td>
<td>$115.00, $130.00, $150.00</td>
</tr>
<tr>
<td>Geographer/GIS VII,VIII,IX</td>
<td>$175.00, $195.00, $210.00</td>
</tr>
<tr>
<td>Designer I,II,III</td>
<td>$100.00, $115.00, $135.00</td>
</tr>
<tr>
<td>Designer IV,V,VI, VII</td>
<td>$150.00, $170.00, $190.00, $200.00</td>
</tr>
<tr>
<td>CADD Technician I,II,III,IV</td>
<td>$70.00, $85.00, $95.00, $110.00</td>
</tr>
<tr>
<td>Surveyor I,II,III</td>
<td>$55.00, $65.00, $80.00</td>
</tr>
<tr>
<td>Surveyor IV,V,VI</td>
<td>$95.00, $105.00, $120.00</td>
</tr>
<tr>
<td>Surveyor VII, VIII, IX</td>
<td>$140.00, $160.00, $180.00</td>
</tr>
<tr>
<td>Other Technical I,II,III</td>
<td>$60.00, $80.00, $100.00</td>
</tr>
<tr>
<td>Other Technical IV,V, VI</td>
<td>$115.00, $130.00, $150.00</td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
</tr>
<tr>
<td>Construction Professional I,II,III</td>
<td>$120.00, $135.00, $150.00</td>
</tr>
<tr>
<td>Construction Professional IV,V,VI</td>
<td>$175.00, $195.00, $210.00</td>
</tr>
<tr>
<td>Inspector I,II,III</td>
<td>$80.00, $95.00, $105.00</td>
</tr>
<tr>
<td>Inspector IV,V,VI</td>
<td>$125.00, $135.00, $150.00</td>
</tr>
<tr>
<td>Survey Field Crews</td>
<td></td>
</tr>
<tr>
<td>Fully Equipped 1, 2, 3, 4 Person Crews</td>
<td>$120.00, $150.00, $180.00, $210.00</td>
</tr>
<tr>
<td>With Laser Scanner 1, 2 Person</td>
<td>$170.00, $200.00</td>
</tr>
<tr>
<td><strong>Administration</strong></td>
<td></td>
</tr>
<tr>
<td>Admin Professional I,II,III,IV</td>
<td>$65.00, $85.00, $95.00, $110.00</td>
</tr>
</tbody>
</table>
| Non-Labor Direct Costs    | Cost + 15%
AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT

This Amendment No. 1 to Independent Contractor Agreement ("Amendment") is between Dewberry Architects, Inc. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Independent Contractor Agreement entered into on June 13, 2017 between Consultant and County, and which is attached to this Amendment as Attachment 1 and collectively referred to as the "Agreement".

RECATALS

A. The parties to this Amendment entered into the Agreement to retain Consultant to provide Construction Administration Services to the Sutter County Development Services Department, during the construction phase of the Main Jail Expansion Project; and

B. The parties now desire to increase the scope and compensation of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective January 9, 2018:

1. Scope of Work: Section 1, Exhibit "A" of the Agreement shall be modified to include the following additional work:

   Additional Service Request #10 provided by Consultant on October 24, 2017 and attached to this Amendment as Attachment 2

   Additional Service Request #11 provided by Consultant on November 17, 2017 and attached to this Amendment as Attachment 3

2. Compensation: The total compensation of the Agreement shall be increased by $96,808 for Additional Service Request #10 and $9,105 for Additional Service Request #11. Consequently, Section 3., Compensation, of the Agreement shall be deleted in its entirety and replaced with following:

   3. County shall pay Consultant for services at the rates and amounts shown on Exhibit B attached to this Agreement and incorporated by reference. Total compensation payable to Consultant under this Agreement, including expenses, shall not exceed Three Hundred Thirty-Five Thousand Five-Hundred Seventy dollars ($441,483.00).
All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER

By: [Signature]

NEAL HAY
Development Services Interim Director

DATE: 11/12/2018

CONSULTANT

By: [Signature]

Dewberry Architects, Inc.

DATE: 01/16/18

APPROVED AS TO FORM:

[Signature]

COUNTY COUNSEL
ATTACHMENT 4

DEWBERRY AGREEMENT AMENDMENT #2
DATED APRIL 10, 2018
AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT

This Amendment No. 2 to Independent Contractor Agreement ("Amendment") is between Dewberry Architects, Inc. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Independent Contractor Agreement entered into on June 13, 2017 between Consultant and County, and which is attached to this Amendment as Attachment 2 and collectively referred to as the "Agreement". Amendment No. 1 to the Independent Contractor Agreement is attached to this Amendment as Attachment 3.

RECITALS

A. The parties to this Amendment entered into the Agreement to retain Consultant to provide Construction Administration Services to the Sutter County Development Services Department, during the construction phase of the Main Jail Expansion Project; and

B. The parties now desire to increase the scope and compensation of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective January 9, 2018:

1. Scope of Work: Section 1, Exhibit "A" of the Agreement shall be modified to include the following additional work:

   Additional Service Request #12 provided by Consultant on January 10, 2018 and attached to this Amendment as Attachment 1.

2. Compensation: The total compensation of the Agreement shall be increased by $11,395 for Additional Service Request #12. Consequently, Section 3, Compensation, of the Agreement shall be deleted in its entirety and replaced with following:

   3. County shall pay Consultant for services at the rates and amounts shown on Exhibit B attached to this Agreement and incorporated by reference. Total compensation payable to Consultant under this Agreement, including expenses, shall not exceed Four Hundred Fifty-Two Thousand Eight-Hundred Seventy-Eight dollars ($452,878.00).

All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.
COUNTY OF SUTTER

By: ___________________________

NEAL HAY
Development Services Director

DATE: 4-12-2018

APPROVED AS TO FORM:

[Signature]

COUNTY COUNSEL

CONSULTANT

By: ___________________________

Dewberry Architects Inc.

DATE: 4-26-18
ATTACHMENT 5

DEWBERRY AGREEMENT AMENDMENT #3
DATED APRIL 24, 2018
AMENDMENT NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT

This Amendment No. 3 to Independent Contractor Agreement ("Amendment") is between Dewberry Architects, Inc. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Independent Contractor Agreement entered into on June 13, 2017 between Consultant and County, and which is attached to this Amendment as Attachment 2 and collectively referred to as the "Agreement". Amendment No. 1 to the Independent Contractor Agreement is attached to this Amendment as Attachment 3 and Amendment No. 2 to the Independent Contractor Agreement is attached to this Amendment as Attachment 4.

RECITALS

A. The parties to this Amendment entered into the Agreement to retain Consultant to provide Construction Administration Services to the Sutter County Development Services Department, during the construction phase of the Main Jail Expansion Project; and

B. The parties now desire to increase the scope and compensation of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Agreement shall be modified as follows, effective April 24, 2018:

1. Scope of Work: Section 1, Exhibit "A" of the Agreement shall be modified to include the following additional work:

   Additional Service Request #13 provided by Consultant on March 15, 2018 and attached to this Amendment as Attachment 1.

2. Compensation: The total compensation of the Agreement shall be increased by $76,210.00 for Additional Service Request #13. Consequently, Section 3, Compensation, of the Agreement shall be deleted in its entirety and replaced with following:

   3. County shall pay Consultant for services at the rates and amounts shown on Exhibit B attached to this Agreement and incorporated by reference. Total compensation payable to Consultant under this Agreement, including expenses, shall not exceed Five Hundred Twenty-Nine Thousand Eighty-Eight dollars ($529,088.00).
All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER

By: [Signature]

NEAL HAY
Development Services Director

DATE: 4-26-2018

APPROVED AS TO FORM:

[Signature]
COUNTY COUNSEL

CONSULTANT

By: [Signature]

Dewberry Architects, Inc.

DATE: 5-2-18
ATTACHMENT 6

DEWBERRY AGREEMENT AMENDMENT #4
DATED DECEMBER 4, 2018
AMENDMENT NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT

This Amendment No. 4 to Independent Contractor Agreement ("Amendment") is between Dewberry Architects, Inc. ("Consultant") and Sutter County, a political subdivision of the State of California ("County"). This Amendment modifies the Independent Contractor Agreement entered into on June 13, 2017 between Consultant and County, and which is attached to this Amendment as Attachment 2 and collectively referred to as the "Agreement". Amendment No. 1 to the Independent Contractor Agreement is attached to this Amendment as Attachment 3, and Amendment No. 2 to the Independent Contractor Agreement is attached to this Amendment as Attachment 4, Amendment No. 3 to the Independent Contractor Agreement is attached to this Amendment as Attachment 5.

RECATALS

A. The parties to this Amendment entered into the Agreement to retain Consultant to provide Construction Administration Services to the Sutter County Development Services Department, during the construction phase of the Main Jail Expansion Project; and

B. The parties now desire to increase the scope and compensation of the Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FollowS:

The Agreement shall be modified as follows, effective December 4, 2018:

1. Scope of Work: Section 1, Exhibit "A" of the Agreement shall be modified to include the following additional work:

   Additional Service Request #14 provided by Consultant on October 16, 2018 and attached to this Amendment as Attachment 1.

2. Compensation: The total compensation of the Agreement shall be increased by $17,230.00 for Additional Service Request #14. Consequently, Section 3., Compensation, of the Agreement shall be deleted in its entirety and replaced with following:

   3. County shall pay Consultant for services at the rates and amounts shown on Exhibit B attached to this Agreement and incorporated by reference. Total compensation payable to Consultant under this Agreement, including expenses, shall not exceed Five Hundred Forty-Six Thousand Three-Hundred Eighteen dollars ($546,318.00).
All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

COUNTY OF SUTTER
By:  
NEAL HAY
Development Services Director
DATE: 1.2.2019

CONSULTANT
By:  
Dewberry Architects, Inc.
DATE: 01.07.19

APPROVED AS TO FORM:

COUNTY COUNSEL