

AMENDMENT No. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
FOR  
**Architectural Services**  
**Public Defender Remodel**  
**PROJECT NO. 8661**

This Amendment to Agreement is entered into, by and between:

The CBA Partnership, Architects  
hereinafter called "ARCHITECT"

and

The County of Santa Barbara, California  
hereinafter called "COUNTY"

**WITNESSETH**

WHEREAS, the parties hereto under the date of June 19, 2007, entered into an agreement for performance of Architectural Services, by ARCHITECT in connection with the Santa Barbara Courthouse Public Defender Remodel Project No. 8661, Santa Barbara, California; and

WHEREAS, the parties hereto desire to amend the Agreement:

NOW THEREFORE, the parties hereto agree as follows:

- I. In consideration of the additional services associated with revisions to the generator design and elevator specifications, 4<sup>th</sup> floor demising fire wall and exiting revisions, and unforeseen conditions including the HVAC equipment mounts and patching investigation, the COUNTY will increase the ARCHITECT's fee by Fifty Five Hundred Five Hundred Seventy Dollars (\$55,570). Article 3, item A , par. 1, is hereby amended to read as follows:

**ARTICLE 3. FEE AND PROVISION FOR PAYMENT:**

Fee: The COUNTY will pay the A/E a fee of Four Hundred Twenty One Thousand Three Hundred Eighty Two Dollars (\$421,382) plus reimbursable expenses estimated at \$40,000 for a total of Four Hundred Sixty One Thousand Three Hundred Eighty Two Dollars (\$461,382) The fee paid to the Architect shall cover all work described in this Agreement and in Attachment A. Fee shall be invoiced based on Attachment B. Any additional applicable hourly rate billings as authorized in Article 4 shall be based on the

information contained in Attachment B. Attachment B is attached hereto and incorporated herein by reference as though here fully set forth. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project only for the purpose of determining the fee for services for Design Development through Construction Administration in accordance with the Schedule of Fees in Attachment B.

- II. Attachment B, Pricing and Payment, Item F “Architect’s Disclosure of Hourly Rates for Personnel” is revised to reflect the current hourly rates below:

Hourly rates provided by ARCHITECT on August 4, 2010 are as follows:

Principal	\$ 180 per hour
Senior Architect	\$ 140 per hour
Junior Architect	\$ 120 per hour
CAD Drafting	\$ 100 per hour

- II. Attachment C, “Project Schedule” is revised to reflect the delays to project approval due to the County placing the project on hold. The schedule dates for completion are revised as follows:

<b><u>Date</u></b>	<b><u>Task</u></b>
May 27, 2010	Bid opening
July 13, 2010	Board approval of construction contract
August 15, 2010	Notice to Proceed Issued
September 1, 2010	Construction commencement
March 1, 2012	Construction completion
March 1, 2013	Closeout/ Commissioning Completion

Agreement for Amendment 2 to the Professional Services Agreement with the CBA Partnership Project #8661

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

**COUNTY**

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

Chair, Board of Supervisors

**ATTEST:**

CHANDRA L. WALLAR  
CLERK OF THE BOARD

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

**ARCHITECT**

By: \_\_\_\_\_  
Gabriel Baron, IA AIA

By: \_\_\_\_\_  
John Cambianica, AIA

**APPROVED AS TO FORM:**

DENNIS A. MARSHALL,  
COUNTY COUNSEL

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

**APPROVED AS TO ACCOUNTING FORM:**

ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

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

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
RISK MANAGER

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

Dept 063

Line Item 8200

Fund 0030

Program 1930

Project 8661