

ATTACHMENT A

Amendment No. 1 to the Professional Service Agreement for a Certified Historic Architectural, Mechanical and Electrical Design Services and Structural Engineering For the Santa Barbara Veterans Memorial Building HVAC and Structural Improvements and Electrical Upgrades

AMENDMENT No. 1 to PROFESSIONAL SERVICE AGREEMENT
For
CERTIFIED HISTORIC ARCHITECTURAL, MECHANICAL AND ELECTRICAL DESIGN SERVICES AND STRUCTURAL
ENGINEERING SERVICES

This Amendment No. 1 to Agreement for Professional Services ("First Amendment") is entered into by and between THE COUNTY OF SANTA BARBARA ("County") and A3 Engineering, LLP ("CONTRACTOR").

WHEREAS, the parties hereto are parties to that certain **Agreement for Professional Services for BC24135** dated June 25, 2024 ("Agreement"), and

WHEREAS, the parties hereto desire to amend the Agreement, in accordance with the provisions of the Agreement, to increase the maximum contract amount.

NOW, THEREFORE, County and CONTRACTOR agree as follows:

1. This First Amendment increases the maximum aggregate amount of compensation payable to CONTRACTOR under the Agreement from \$239,780 to \$293,758. Accordingly, PART 2.02 Maximum Compensation, is hereby amended to read in its entirety as follows:

2.02 Maximum Compensation

A. The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of two hundred ninety-three thousand, seven hundred and fifty-eight dollars (\$293,758.00) ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2. This first Amendment increases the Base Contract Amount payable to CONTRACTOR under the Agreement by \$30,000, for an amended Base Contract Amount of \$269,780. Accordingly, Exhibit C, is hereby amended by replacing Exhibit C in its entirety with the form of Exhibit C and attached to this First Amendment.
3. Except as amended by Section 1 and Section 2 of this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
4. Each of the parties hereto hereby represents and warrants to the other party that:
 - (a) Such party has the full right, power, and authority to enter into this First Amendment and to perform its obligations hereunder and under the Agreement as amended by this First Amendment.
 - (b) The execution of this First Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such party, and the delivery of this First Amendment by such party, have been duly authorized by all necessary action on the part of such party.
 - (c) This First Amendment has been executed and delivered by such party and (assuming due authorization, execution, and delivery by the other party hereto) constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
5. This First Amendment may be executed electronically and in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Base Services described in Exhibit A shall be:	
	Compensation for Base Services	\$269,780.00
	Services for Alternates	\$0
	SUBTOTAL: Fixed Fee for Base Services	\$269,780.00
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
	Supplemental Services Allowance (SSA) for Supplemental Services to the extent authorized by the Owner in writing during the Term pursuant to Change Order(s) in accordance with Part 10.03, above.	
c.		\$23,978.00
2.	MAXIMUM COMPENSATION LIMIT (a+b+c)	\$293,758.00

3. PROGRESS PAYMENTS

- a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
- b. For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**
- c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.

COUNTY SIGNATURE PAGE

Amendment No. 1 to the Professional Service Agreement Contractor **BC24135** between the **County of Santa Barbara** and **A3 Engineering, LLP**.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment to be effective as of the first date fully executed by all of the parties hereto.

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA

By: _____
LAURA CAPPS, CHAIR
Board of Supervisors

Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Lauren Wideman
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

Signed by:
By: Shawna Jorgensen
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Deputy

APPROVED AS TO FORM:

GREG MILLIGAN
RISK MANAGER

Signed by:
By: Greg Milligan
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Risk Manager

RECOMMENDED FOR APPROVAL:

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
By: Kirk Lagerquist
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Department Head

CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by Contractor between the County and Contractor.

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

CONTRACTOR:

A3 Engineering, LLP

By: 

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Authorized Representative

Name: Austin Allen

Title: Principal

END OF AGREEMENT