

**AMENDMENT NO. 2  
TO  
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**THE COUNTY OF SANTA BARBARA**

AND

**ARCHITECTURAL RESOURCES GROUP, INC.**

FOR

**ARCHITECTURAL DESIGN SERVICES**

for designing the

**SANTA BARBARA COUNTY COURTHOUSE ROOF & EXTERIOR  
RESTORATION**

**PROJECT NUMBER: 19013**

**July 18, 2023**

**AMENDMENT No. 2 to the PROFESSIONAL SERVICES AGREEMENT (PSA)**

for

**Architectural Design Services for the Santa Barbara Courthouse Roof Rehabilitation Project**

This Second Amendment ("Amendment No. 2") is entered into by and between THE COUNTY OF SANTA BARBARA (hereinafter "County") and Architectural Resources Group, Inc. (hereinafter "Contractor" or "Consultant").

**WHEREAS**, the parties hereto are parties to that certain **Professional Services Agreement, BC20169**, dated **August 18, 2020**, as amended by that certain First Amendment dated **August 16, 2022** (as amended by the First Amendment, the "Agreement") for architectural services for the Santa Barbara Courthouse Roof Rehabilitation Project ("Project"); and

**WHEREAS** the term of the Agreement was initially for 24 months, and was extended by the First Amendment until August 18, 2026; and

**WHEREAS**, the parties hereto desire to further amend the Agreement, in accordance with the provisions of the Agreement, to (i) expand the Scope of Work to include designing Phases Two through Four of the Santa Barbara Courthouse Roof & Exterior Restoration, (ii) extend the term of the Agreement until August 18, 2028, (iii) increase the amount of compensation available for Basic Services under the Agreement to \$599,386 (an increase of \$326,406), and (iv) provide for a Supplemental Services Allowance in the aggregate amount of \$26,149, for an amended Maximum Compensation Limit of \$625,535.

**NOW, THEREFORE, County and Contractor agree as follows:**

1. Part 2.01.A. of the Agreement is hereby amended by replacing Part 2.01.A to read in its entirety as follows:

"A. This Professional Service Agreement (PSA or Agreement) sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide Services to the County during the Term as set forth in Exhibit A, "Consultant's Scope of Work & Hourly Rates" (SOW), including design services for the Santa Barbara Courthouse Roof & Exterior Restoration."

2. Part 2.02.A. of the Agreement is hereby amended by replacing Part 2.02.A to read in its entirety as follows:

"A. The maximum aggregate amount of compensation payable to Consultant hereunder, including pursuant to all Project Agreements issued pursuant to this PSA, shall not exceed the Maximum Compensation Limit (MCL) set forth in Section 2 of Exhibit C, attached hereto and incorporated herein by this reference. If Consultant performs services or incurs expenses beyond the MCL, Consultant does so at Consultant's sole risk and expense. If Consultant performs services or incurs expenses beyond the Fixed Fee for Basic Services Subtotal set forth in Section 1.a of Exhibit C without the prior written authorization of the Owner's Authorized Representative (OA), Consultant does so at Consultant's sole risk and expense."

3. Part 2.03.A. of the Agreement is hereby amended by replacing Part 2.03.A to read in its entirety as follows:

“A. The term of this Agreement (Term) shall commence on the first date fully executed by all of the parties hereto, and shall terminate on August 18, 2028, unless earlier terminated in accordance with the provisions of this Agreement.”

4. Part 10.01.A.3.a of the Agreement is hereby amended by replacing Part 10.01.A.3.a to read in its entirety as follows:

“a. In the event that a material increase in the Services and/or Deliverables set forth in the SOW is approved by the OPM in writing signed by the OPM in accordance with the provisions of Part 4.01, above (Supplemental Services), and which material increase in the SOW the OPM concurs warrants an increase in compensation beyond the amount of the Fixed Fee for Basic Services, then the OA may issue a Supplemental Service Order in writing signed by the OA authorizing such Supplemental Services, and the amount of the Supplemental Services Allowance to be paid to Consultant for the completion of such Supplemental Services to the satisfaction of County; provided, however, that in no event shall the aggregate amount of compensation for Supplemental Services paid hereunder and pursuant to Supplemental Services Orders exceed the Supplemental Services Allowance amount of \$26,149, as set forth in Section 1.c of Exhibit C, and in no event shall the aggregate amount paid to Consultant hereunder (including pursuant to all Supplemental Services Orders) exceed the MCL. In the event that the SOW, including changes thereto as authorized in accordance with the foregoing provisions of this Part 10.01.A.3, cannot be completed, then Consultant must immediately inform the OPM of such impossibility and assist the OPM in allocating the remaining compensation hereunder among the unfinished Services and Deliverables in order to complete as much of the SOW as possible within the MCL.”

5. Part 10.03.A. of the Agreement is hereby amended by replacing Part 10.03.A to read in its entirety as follows:

“A. Consultant shall not receive payment under this PSA beyond the \$599,386 maximum Fixed Fee for Basic Services set forth in Section 1.a of Exhibit C without the express prior written authorization of the OA pursuant to a Supplemental Services Order specifying the Supplemental Services to be performed by Consultant thereunder and the amount of the Supplemental Services Allowance set forth in Section 1.c of Exhibit C to be paid to Consultant for the completion of such Supplemental Services to the satisfaction of County; provided, however, that in no event shall the aggregate amount of payments to Consultant for such Supplemental Services pursuant to Supplemental Services Orders exceed the \$26,149 Supplemental Services Allowance.”

6. **Exhibit A** to the Agreement (“Consultant’s Scope of Work and Hourly Rates”) is hereby amended by replacing Exhibit A in its entirety with Exhibit A as attached hereto and incorporated herein by reference.
7. **Exhibit C** to the Agreement (“Consultant’s Compensation”) is hereby amended by replacing Exhibit C in its entirety with Exhibit C as attached hereto and incorporated herein by reference.
8. Except as otherwise amended by Sections 1 through 7 of this Amendment No. 2, above, all of the terms and conditions of the Agreement remain in full force and effect.

9. Consultant hereby certifies and warrants that entering into this Second Amendment shall not cause Consultant to breach the terms or conditions of any other contract or agreement to which Consultant is a party or which is otherwise binding on Consultant.
10. Each of the parties hereto hereby represents and warrants to the other party hereto that:
  - (a) Such party has the full right, power, and authority to enter into this Amendment No. 2, and to perform its obligations hereunder and under the Agreement as amended by this Amendment No. 2.
  - (b) The execution of this Amendment No. 2 by the individual whose signature is set forth at the end of this Amendment No. 2 on behalf of such party, and the delivery of this Amendment No. 2 by such party, have been duly authorized by all necessary action on the part of such party.
  - (c) This Amendment No. 2 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.
  - (d) This Amendment No. 2 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.

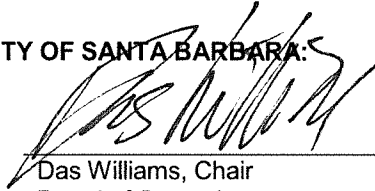
### SIGNATURE PAGE

Amendment No. 2 to the Agreement for Services of Independent Contractor BC20169 between the County of Santa Barbara and Architectural Resource Group, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Agreement to be effective as of the first date duly executed by all of the parties hereto.

COUNTY OF SANTA BARBARA:

By:

  
Das Williams, Chair  
Board of Supervisors

Date:

7-18-23

ATTEST:

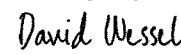
Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

CONTRACTOR:

Architectural Resources Group, Inc., a  
California corporation

By:

DocuSigned by:  
  
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Authorized Representative

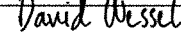
Name:

David Wessel

Title:

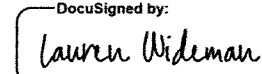
DocuSigned by:  
Principal

Date:

  
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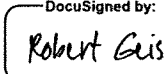
APPROVED AS TO FORM:

Rachel Van Mullem  
County Counsel

By:   
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Lauren Wideman  
Deputy County Counsel

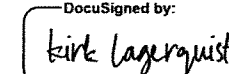
APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO  
Auditor-Controller

By:   
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Robert W. Geis, IV  
Division Chief, Auditor-  
Controller

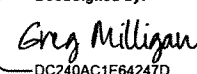
RECOMMENDED FOR APPROVAL:

General Services

By:   
19AE0A90054E4CE...  
Kirk Lagerquist, Director  
General Services Department

APPROVED AS TO ACCOUNTING FORM:

Risk Management

By:   
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Greg Milligan  
Risk Manager



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT A**

**SCOPE OF WORK; HOURLY RATES**

The following scope of work and hourly rates, which include all overhead, administrative costs, and profit, shall apply to hourly-rate Services. Any rate increases must be approved in advance in writing by the OPM, and shall thereafter take effect on the following anniversary of the Board of Supervisors' approval of the PSA. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in this Exhibit A, and the addition of personnel not identified in Exhibit B, will be negotiated by the Parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the Central Coast area, and are subject to prior written approval by the OPM in each instance as an administrative modification to the PSA.

CONSULTANT FIRM NAME: Architectural Resources Group.

**SCOPE OF WORK:**

May 22, 2023

Diane Galt,  
Santa Barbara County – General Services Department  
1105 Santa Barbara Street, Second Floor  
Santa Barbara, CA 93101

RE: Phase 2, 3 & 4, Santa Barbara Historic Courthouse Roof Rehabilitation, Project No. 19013

Dear Diane,

Architectural Resources Group (ARG) is delighted to be working with you on the County of Santa Barbara Historic Courthouse Roof Rehabilitation project. As Phase 1 concludes, and after reviewing lessons learned with the contractor and your team, we have a clear understanding of the scope of work which the County would like to include in final CD documents for Phase 2, 3, & 4. See the attached site plan showing the area of each phase.

This proposal includes updating the plans for lessons learned, additional scope to include repair and cleaning of the sandstone elements, creating the bid packages for each phase, bid phase services, and CA phase services for all phases. We anticipate the following scope of services:

Phase 2; the Figueroa wing, is anticipated to bid and start construction in 2023.

- Task 1A, updating the plans for lessons learned, including:
  - o Revising approximately 5 details for existing conditions uncovered during Phase 1
  - o Updating the Allowances spec section to align with the percentage of actual quantities for each schedule item encountered in Phase 1
  - o Updating approximately 2 spec sections for updated product info
  - o Adding Carved Sandstone cleaning and repair scope to the plans and specifications:
    - Review information on previous repair and restoration efforts at the Great Arch



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**Capital Division**

- Site visit to inspect sandstone surfaces. All sandstone surfaces will be assessed from ground level. Condition information will be recorded on elevations in order to make repair recommendations.
  - Prepare a report that documents all survey information and recommended repair methods. Report will include elevations with repair recommendations, labeled photos, and narrative description of findings.
  - Prepare construction documents for sandstone repair including drawings and specifications for bid.
  - See the attached elevations showing the extent of the sandstone elements.
  - KPJ Consulting will prepare a construction cost update to include the sandstone cleaning and repair.
- Task 1B, reformatting the full set of drawings to reflect only the Phase 2 scope (similar to the process undertook for Phase 1)
  - Task 2, Phase 2 bidding assistance, including coordinating with the County to incorporate Phase 2 Haz Mat testing and abatement requirements into the bid, as well as:
    - Responding to bid questions.
    - Review of bid documents
  - Task 3, Phase 2 construction administration, including:
    - Anticipating a 6-month construction duration
    - Attendance of preconstruction meeting, and bi-weekly OAC meetings, with Winick Architects attending meetings in person, and ARG attending online.
    - Additional in-person site visits by Winick Architects as required.
    - Two (2) site visits by ARG
    - A phased multi-visit Punch List job walk by Winick.
    - Response to RFI's
    - Clarifications if needed.
    - Review of submittals

Phase 3; the Anacapa wing and tower, is anticipated to bid and start construction in 2024.

- Task 1, reformatting the full set of drawings to reflect only the Phase 3 scope
  - KPJ Consulting will prepare a construction cost update.
- Task 2, Phase 3 bidding assistance, including coordinating with the County to incorporate Phase 3 Haz Mat testing and abatement requirements into the bid, as well as:
  - Responding to bid questions.
  - Review of bid documents
- Task 3, Phase 3 construction administration, including:
  - Anticipating a 7-month construction duration
  - Attendance of preconstruction meeting, and bi-weekly OAC meetings, with Winick Architects attending meetings in person, and ARG attending online.
  - Additional in-person site visits by Winick Architects as required.
  - Two (2) site visits by ARG



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- A phased multi-visit Punch List job walk by Winick.
- Response to RFI's
- Clarifications if needed.
- Review of submittals

Phase 4; the Jail wing, is anticipated to bid and start construction in 2025.

- Task 1, reformatting the full set of drawings to reflect only the Phase 4 scope
  - KPJ Consulting will prepare a construction cost update.
  
- Task 2, Phase 4 bidding assistance, including coordinating with the County to incorporate Phase 4 Haz Mat testing and abatement requirements into the bid, as well as:
  - Responding to bid questions.
  - Review of bid documents
  
- Task 3, Phase 4 construction administration, including
  - Anticipating a 5-month construction duration
  - Attendance of preconstruction meeting, and bi-weekly OAC meetings, with Winick Architects attending meetings in person, and ARG attending online.
  - Additional in-person site visits by Winick Architects as required.
  - Two (2) site visits by ARG
  - A phased multi-visit Punch List job walk by Winick.
  - Response to RFI's
  - Clarifications if needed.
  - Review of submittals

In order to complete this scope of services this proposal includes fees for Stork Wolf & Associates Structural Engineers, Winick Associates local Architect, and KPJ Consultants Cost Estimating. This proposal does not include services from the project Electrical Engineer JMPE, nor the project Mechanical Engineer MEC, but their services may be added as an extra fee if needed.

We propose to provide these additional services for the following additional fees, per the attached breakdown and hourly rates:

Phase 2 \$123,330

Phase 3 \$113,900

Phase 4 \$89,200

Since this service are scheduled to occur over the course of the next three years, we reserve the right to increase our hourly billing rates each year, and this proposal includes a \$5 increase to all rates each year.

Please let us know if you have any comments or questions on this proposal. We are looking forward to the next phase of this important project.

Sincerely,

Jason Currie





County of Santa Barbara: General Services  
**Capital Division**

Architect, Senior Associate

Exclusions:

- Presentations to boards, community groups, commissions
- Topo/Utility Surveys, Geotechnical and Hazardous materials investigation and testing will be contracted directly by the Owner.
- Permit and application fees to be paid by owner.
- LEED services or sustainable design beyond CalGreen requirements. CalGreen compliance and all other required Green Codes are included in the scope of work.

STANDARD BILLING RATES

1. Direct personnel expense shall be billed at the following rates, including time for meetings, public meetings, and presentations:

Principal	\$260 to \$325/hour
Senior Project Manager	\$200 to \$240/hour
Project Manager	\$180 to \$195/hour
Senior Architect	\$190 to \$240/hour
Architect 3	\$180 to \$200/hour
Designer 3	\$175 to \$200/hour
Historian/ Planner 3	\$175 to \$200/hour
Conservator 3	\$175 to \$200/hour
Architect 2	\$165 to \$175/hour
Designer 2	\$155 to \$170/hour
Historian/ Planner 2	\$155 to \$170/hour
Conservator 2	\$155 to \$170/hour
Architect 1	\$145 to \$160/hour
Designer 1	\$145 to \$150/hour
Historian/ Planner 1	\$145 to \$150/hour
Conservator 1	\$145 to \$150/hour
Intern	\$100 to \$140/hour
Administrative Personnel	\$100 to \$140/hour

2. Reimbursable Expenses shall be billed at cost plus 15% and shall include the following:
  - a. Reproduction costs such as printing or duplication of drawings, specifications, and written reports.
  - b. Lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with work.
  - c. Travel: (including local) IRS allowable rate plus tolls and parking or cost of air travel.
  - d. Special teleconference or database access charges.
  - e. Cost of models, special renderings, photography, special process printing, special printed reports or publications and maps.
  - f. Postage and delivery charges.
  - g. Professional consultants retained with client approval.
  - h. Specialized equipment rental (required by the project).
3. Equipment Use Fee of \$250 shall be charged for specialized equipment like the Thermal Imaging Camera, 3D Camera, or Binocular Microscope.
4. Rates shall increase 5% each year until the project is completed.
5. Rates effective January 1, 2023, thru December 31, 2023.



# Stork, Wolfe, & Associates Structural 2023 RATE SCHEDULE\*

PRINCIPAL ENGINEER.....\$200 per hour

SENIOR ENGINEER .....\$140 per hour

PROJECT ENGINEER.....\$120 per hour

JUNIOR ENGINEER .....\$100 per hour

SENIOR CAD DRAFTER .....\$ 90 per hour

JUNIOR CAD DRAFTER.....\$ 75 per hour

SECRETARIAL .....\$ 50 per hour

INTERN .....\$ 40 per hour

WINNICK Architects 404 Garden St, Santa Barbara, Ca. 93101

**PHASE 2**

Additional services are to be billed on an hourly basis per the Standard Schedule of Rates, phase 2, construction in 2023:

**Standard Schedule of Rates**

- Principal Architect: \$260 / hour
- Project Manager / Architect / Associate: \$190 / hour
- Project Captain/ Senior Level Drafting: \$150 -170 / hour
- Draftsperson / Studio Designer: \$130 -150 / hour
- Administrative Staff: \$90 / hour

**PHASE 2**

Additional services are to be billed on an hourly basis per the Standard Schedule of Rates, phase 3, construction in 2024:

**Standard Schedule of Rates**

- Principal Architect: \$275 / hour
- Project Manager / Architect / Associate: \$195 / hour
- Project Captain/ Senior Level Drafting: \$155 -175 / hour
- Draftsperson / Studio Designer: \$135 -155 / hour
- Administrative Staff: \$95 / hour

**PHASE 3**

Additional services are to be billed on an hourly basis per the Standard Schedule of Rates, phase 4, construction in 2025:

**Standard Schedule of Rates**



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**Capital Division**

Principal Architect: \$285 / hour

Project Manager / Architect / Associate: \$200 / hour

Project Captain/ Senior Level Drafting: \$165 -180 / hour

Draftsperson / Studio Designer: \$140 -160 / hour

Administrative Staff: \$100 / hour

**END EXHIBIT A**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT C**

**CONSULTANT'S COMPENSATION**

**1. COMPENSATION SUMMARY**

a.	Consultant's <b>Fixed Fee</b> for the <b>Basic Services</b> described in <u>Exhibit A, "Consultant's Scope of Work and Hourly Rates"</u> shall be:	
	Design Services	\$272,980
	Design Phase 2-4 and addition of sandstone & concrete scope	\$326,406
	<b>SUBTOTAL: Fixed Fee for Basic Services</b>	<b>\$599,386</b>
b.	<b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>	<b>\$0</b>
c.	Supplemental Services Allowance for Supplemental Services (PSA Part 10.03) solely to the extent authorized by the Owner in writing pursuant to a <b>Supplemental Services (SS) Order</b> during the Term of the PSA.	<b>\$26,149</b>
2.	<b>MAXIMUM COMPENSATION LIMIT (MCL) (a+b+c)</b>	<b>\$625,535</b>

**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.
- d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

**END EXHIBIT C**