

County of Santa Barbara
General Services
Capital Projects Division

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT**

Between

THE COUNTY OF SANTA BARBARA

And

BLACKBIRD ARCHITECTS, INC.

For

**ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN
SERVICES**

For

JALAMA BEACH PARK, AFFORDABLE OVERNIGHT ACCOMMODATIONS

PROJECT NUMBER: 8703

March 13, 2018

AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT

FOR

ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES

Jalama Beach Park, Affordable Overnight Accommodations

This is an Amendment to the Agreement for Architectural-Engineering and Related Professional Design Services (“Amendment No. 3”) between THE COUNTY OF SANTA BARBARA (hereinafter “Owner” or “County”) and Blackbird Architects, Inc. (hereinafter “Consultant”).

RECITALS

- A. **WHEREAS**, the parties hereto under the date of October 18, 2016, entered into a professional services agreement (hereinafter “PSA Agreement”) for Architectural /Engineering and related professional design services, by Consultant in connection with the Jalama Beach Park, Affordable Overnight Accommodations (hereinafter “Project”);
- B. **WHEREAS**, the parties hereto amended the scope of work and compensation provided for within the PSA Agreement pursuant to amendments dated April 10, 2017 (“Amendment No. 1”) and October 17, 2017 (“Amendment No. 2”) that replaced PSA Agreement sections 2.01 and 2.02; added references to Exhibits A1, A2, A3, and A4 in PSA Agreement Part 17; added obligations stated in Exhibits A1, A2, A3, and A4 to the PSA Agreement; and provided that all other terms of the PSA Agreement remained in full force and effect; and
- C. **WHEREAS**, the parties hereto desire to further amend the PSA Agreement in accordance with Part 4 of the PSA Agreement:

NOW, THEREFORE, Owner and Consultant agree that the PSA Agreement, as amended, is further amended as follows:

- 1. Sections 2.01 and 2.02 of the PSA Agreement, as amended, are hereby deleted in their entirety and replaced with the following:

2.01 Agreement For Services

- A. This Professional Services Agreement sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide Architectural-Engineering Design services to the County for the Jalama Beach Park, Affordable Overnight Accommodations Project 8703.
 - 1. The scope of work for the Project shall include architectural/engineering and related professional design services including services necessary to meet the County’s Zero Net Energy (“ZNE”) Policy as additionally described in Exhibit A2 attached hereto and incorporated herein by reference.
 - 2. The scope of work shall also include cabin area layout options, design study, and coordination with the Planning and Development Department as additionally described in Exhibit A4 attached hereto and incorporated herein by reference.

3. Additionally the scope of work shall include changes due to environmental restrictions and a revised approach to grading and retaining walls, and related civil engineering as additionally describe in Exhibit A6 attached hereto and incorporated herein by reference.

2.02 Maximum Compensation

- A. The maximum compensation pursuant to this PSA shall not exceed **\$208,916.25 (Dollars)** **plus any amounts authorized by Owner pursuant to this PSA.** If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.
 1. Exhibit A1 is incorporated herein and specifies the Maximum Compensation Limit that Owner will pay to Consultant for the As-Built Drawings and ZNE Design Services described in Section 2.01(A)(1) above; which amount is included in the Maximum Compensation shown in this Section 2.02(A), above.
 2. Exhibit A3 is incorporated herein and specifies the Maximum Compensation Limit that Owner will pay to Consultant for the cabin area layout options, design study, and coordination with the Planning and Development Department described in Section 2.01(A)(2) above, which amount is included in the Maximum Compensation shown this Section 2.02(A), above.
 3. Exhibit A5 is incorporated herein and specifies the Maximum Compensation Limit that Owner will pay to Consultant for changes due to environmental restrictions and the revised approach to grading and retaining walls described in Section 2.01(A)(3) above, and related civil engineering, which amount is included in the Maximum Compensation shown this Section 2.02(A), above.
2. Sections 2.03 and 2.04 in the PSA Agreement remain in full force and effect and unaffected by Amendment Nos. 1, 2, and 3.
3. Part 17 of the PSA Agreement, as amended, is deleted in its entirety and replaced with the following:

PART 17 - EXHIBITS

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full:
 1. Exhibit A, "Consultant's Hourly Rate Schedule"
 - Exhibit A1, "Compensation Table, Amendment 1"
 - Exhibit A2, "Blackbird Architects Cover Letters and Estimates, Amendment 1"
 - Exhibit A3, "Compensation Table, Amendment 2"
 - Exhibit A4, "Blackbird Architects Additional Services Request Email, Amendment 2"
 - Exhibit A5, "Compensation Table, Amendment 3"
 - Exhibit A6, "Blackbird Architects Additional Services Request Email, Amendment 3"
 2. Exhibit B, "Consultant's Staff & Subconsultants"
 3. Exhibit C, "Compensation of Project Phases"
 4. Exhibit D, "Project Description and Scope of Work"
 5. Exhibit E, "Indemnifications And Insurance Requirements"
 6. Exhibit F, "Notices"
4. Exhibits A5 and A6 attached to this Amendment No.3, Exhibits A1 and A2 attached to Amendment No. 1, and Exhibits A3 and A4 attached to Amendment No. 2 are added to the PSA Agreement after

Exhibit A attached to the PSA Agreement, and all said exhibits are incorporated into the PSA Agreement, as amended, as though fully set forth therein.

5. All other terms and conditions of the PSA Agreement remain in full force and effect.

EXHIBIT A5
COMPENSATION TABLE

<p>AMENDMENT NO. 3 BETWEEN THE COUNTY OF SANTA BARBARA AND Blackbird Architects, Inc. FOR Architectural-Engineering and Related Professional Design Services</p>
<p>PROJECT TITLE: Jalama Beach Park, Affordable Overnight Accommodations</p>

COMPENSATION TABLE

Project Phase	Basic Services	Other Cost Item	Supplementary Services	NTE Travel and Expenses	Maximum Compensation Limit for Project Phase
Changes due to environmental restrictions and a revised approach to grading and retaining walls, and related civil engineering.	<u>\$7,600.00</u>				<u>\$7,600.00</u>
Maximum Compensation Limit on Amendment No. 3:					<u>\$7,600.00</u>

Consultant shall submit appropriate documentation and information to support each invoice, including a narrative description of services performed during the period; completed milestones and deliverables. Consultant shall break-out cost items by line items identified in the Compensation table, and label each category the same title.

END EXHIBIT A5

EXHIBIT A6

Morrison, Todd

From: Adam Sharkey <sharkey@bbird.com>
Sent: Friday, December 22, 2017 7:29 AM
To: Morrison, Todd
Cc: Shaheen Ghazvinizadeh; Ken Radtkey
Subject: Jalama Beach Accommodations - Cabin Area Revisions

Hi Todd,

Thanks for your patience as we have been coordinating with our team on the Jalama project and the needed next steps. Per your request, we have reviewed the latest direction from the County regarding:

- Cabin layout
- Environmental and planning requirements at the cabin site area
- Overall design direction, revised approach to grading and retaining walls, and related civil engineering to-do's

We have coordinated with our engineering team, and they have reviewed the additional work required on these cabin area planning requirements and design changes in order to identify anticipated additional services for realizing the current design proposal in completion of the project construction documents.

Based on this, we understand the anticipated added costs to the project for design and engineering changes in the cabin area are \$7,600. Let me know if that amount can work for the County, and if so we can submit a more official request for additional services.

Let me know if you have any questions or additional needs. Thanks,
Adam

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Adam Sharkey, Architect, LEED AP BD+C Blackbird Architects Inc.
235 Palm Ave Santa Barbara, CA 93101 USA
Tel - 805.957.1315
Fax - 805.957.1317

<http://www.bbird.com>

END EXHIBIT A6

PART 18 - SIGNATURES

Amendment No. 3 to Agreement for Architectural – Engineering and Related Professional Design Services between the **County of Santa Barbara** and **Blackbird Architects, Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

General Services

CONSULTANT:

Blackbird Architects, Inc.

By: Janette D. Pell
Janette D. Pell, Director

By: Ken Radtkey
Ken Radtkey, AIA
Soc Sec or Tax ID Number 20-0230325

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: [Signature]
Deputy County Counsel

By: [Signature]
Deputy

APPROVED AS TO FORM:

Risk Management

By: [Signature]
Risk Management

Dept 052 Fund 0031 Program 1931 Account 8700 Project 8642 (GS-8703)

**END OF PART 18
END OF AGREEMENT**