## AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR

## **Burton Mesa Public Safety Center**

(Lompoc Fire / Sheriff Station)

PROJECT NO. 8657

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

RRM Design Group hereinafter called "ARCHITECT"

and

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

## WITNESSETH

WHEREAS, the parties hereto under the date of September 13, 2005, entered into an agreement for performance of Architectural Services, by ARCHITECT in connection with the Lompoc Fire / Sheriff Facility, Project No. 8657, Lompoc, California; and

WHEREAS, the parties hereto desire to amend the Agreement:

NOW THEREFORE, the parties hereto agree as follows:

I. Article 3, Item A, is hereby amended to read as follows:

## ARTICLE 3. FEE AND PROVISION FOR PAYMENT:

A. Fee: The COUNTY will pay the ARCHITECT a fee of Three Hundred Sixty Three Thousand, Four Hundred Ninety Dollars (\$363,490) for 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.

- II. Attachment B (Pricing and Payment) Item C. amended to read as follows:
  - C. <u>Reimbursable Expenses</u>. Reimbursable expenses are in addition to the compensation for basic services and extra work and include actual expenditures made by the ARCHITECT and the ARCHITECT'S employees and consultants in the interest of the Project for the expenses listed below:
    - 1. Expense of transportation and per diem when traveling outside the COUNTY of Santa Barbara. Travel expenses shall be on the same basis and subject to the same conditions as are in effect for employees of the COUNTY. Such expenses shall not be compensable unless authorized in advance by the COUNTY.
    - 2. Expense of reproducing photographs, printing costs, postage and handling of drawings, specifications, and other documents, excluding reproductions for the office use of the ARCHITECT and the ARCHITECT'S consultants.
    - 3. Expense of data processing and photographic production techniques when used in connection with additional services.
    - 4. If authorized in advance by the COUNTY, expense of overtime work requiring higher than regular rates.
    - 5. Expense of renderings, models, and mock-ups, including color slides thereof requested by the COUNTY.
    - 6. Fees advanced for securing approval of authorities having jurisdiction over the Project.

Reimbursable expenses shall not exceed \$12,500.00.

APPROVED AND EXECUTED by COUNTY and ARCHITECT on this day of, 2007.	
	"COUNTY" COUNTY OF SANTA BARBARA
ATTEST: MICHAEL F. BROWN CLERK OF THE BOARD	By: Brooks Firestone Chair, Board of Supervisors
By: Deputy	
APPROVED AS TO FORM: STEPHEN SHANE STARK County Counsel	"ARCHITECT" RRM Design Group 3765 S. Higuera St., Ste. 102 San Luis Obispo, CA 93401
By:	By: White pres IRS NO: 95-2923783
APPROVED AS TO ACCOUNTING FORM ROBERT W. GEIS, CPA: AUDITOR-CONTROLLER	APPROVED:
Ву	Paddy Langlands, Assistant Director General Service Department

Dept. <u>063</u>; Account <u>8700</u>; Fund <u>0030</u>; Program <u>1930</u>; Project <u>8657</u>