

ATTACHMENT 1

Amendment No. 2 to the Professional Service Agreement

**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 Sant 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: _____

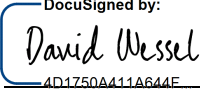
ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

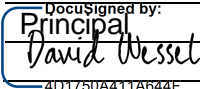
By: _____
Deputy Clerk

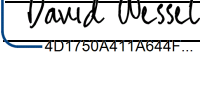
CONTRACTOR:

Architectural Resources Group, Inc., a
California corporation

By:  _____
Authorized Representative

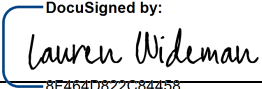
Name: David Wessel

Title:  _____
Principal

Date:  _____

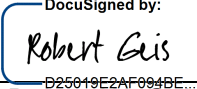
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
Lauren Wideman
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

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


RECOMMENDED FOR APPROVAL:

General Services

By:  _____
Kirk Lagerquist, Director
General Services Department

APPROVED AS TO ACCOUNTING FORM:

Risk Management

By:  _____
Greg Milligan
Risk Manager