

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

BETWEEN

THE COUNTY OF SANTA BARBARA

AND

NACHT AND LEWIS ARCHITECTS, INC.

FOR

MAIN JAIL RENOVATION

July 15, 2025

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT

for

Main Jail Renovation Consulting Services

This Second Amendment ("Amendment") to the Professional Services Agreement is entered into by and between the County of Santa Barbara ("County") and Nacht and Lewis Architects, Inc., a California corporation ("Consultant").

WHEREAS, County and Consultant are parties to Professional Services Agreement BC **21261** dated March 1, 2022, as amended by a First Amendment dated July 11, 2023 (the "Agreement") for consulting services for the Main Jail Renovation Project, Project No. 20041 ("Project"); and

WHEREAS, the Parties desire to amend the Agreement to modify the Scope of Work to include an assessment of the Northwest area of the Main Jail and to increase the Maximum Compensation Limit of the Agreement to account for such additional consulting services.

NOW, THEREFORE, County and Consultant 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:

"This Professional Services 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, "Scope of Work; Hourly Rates" and Attachment A-1, "Amendment to Scope of Work" ("SOW"), including (i) design services for architectural programming for the Main Jail Facility Improvements, (ii) design services for the Design of the Main Jail Yard Improvements, IRC ADA Improvements, and IRC Intake Improvements, and (iii) an assessment of the feasibility and costs of maintaining the Northwest area of the Main Jail for continued use as a housing unit."

2. This Amendment increases the Maximum Compensation Limit of the Agreement. Accordingly, Part 2, Subsection 2.02.A of the Agreement is hereby amended to read in its entirety as follows:

"The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of Two Million, One Hundred Twenty Nine Thousand, Six Hundred Fifty Nine Dollars (\$2,129,659 ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at the Consultant's sole risk and expense."

3. Part 4.01 of the Agreement is hereby amended by replacing Part 4.01 to read in its entirety as follows:

"A. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change. If the

Director of the County's General Services Department ("Director"), or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL.

B. If Consultant contends that there is a material increase in the Service(s) or Deliverable(s) required to complete the Services, and requests additional compensation hereunder for the performance of such Supplemental Services, and such increase is not in any way attributable to any act or omission of, or on behalf of, Consultant or any Subconsultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, and the Director, or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant hereunder may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3 and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL. OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Supplemental Services necessary to complete the Project.

C. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder."

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:

"During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA or an amendment of this PSA."

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

"To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables set forth in Exhibit A, such SSA is set forth in Section 1.c of Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Change Order duly executed by the Director or his Assistant Director designee ("Change Order"), and only to the extent expressly authorized by the County Board of Supervisors in the Minute Order approving this PSA or an amendment of this PSA."

6. Exhibit A of the Agreement is hereby amended to add Attachment A-1 thereto in its entirety in the form of Attachment A-1 attached to this Second Amendment.
7. Exhibit C of the Agreement is hereby amended by replacing Exhibit C in its entirety with an amended Exhibit C in the form of Exhibit C attached to this Second Amendment.
8. Except as otherwise amended by Sections 1 through 7 of this Amendment, above, all of the terms and conditions of the Agreement shall remain in full force and effect.
9. Each of the Parties hereby represents and warrants to the other Party that:
 - (a) Such Party has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.
 - (b) The execution of this 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 Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.
 - (c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
10. This Amendment may be executed electronically and in counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one executed original instrument.

--- END OF AMENDMENT NO. 2 ---

Amendment No. 2 to the Professional Services Agreement BC21261 between the County of Santa Barbara and Nacht and Lewis Architects, Inc.

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

COUNTY OF SANTA BARBARA:

By: 
Laura Capps, Chair
Board of Supervisors

Date: 7-15-25

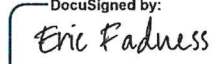
ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

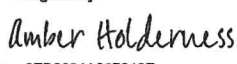
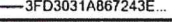
By: 
Deputy Clerk

CONTRACTOR:

Nacht and Lewis Architects, Inc., a
California corporation

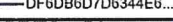
DocuSigned by:

By: 
Authorized Representative
Name: Eric Fadness
Title: Principal
Date: 7/7/2025 | 8:52 AM PDT

APPROVED AS TO FORM:
County Counsel

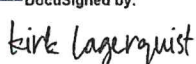
Signed by:

By: 
Rachel Van Mullem
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Auditor-Controller

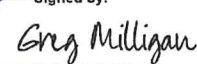
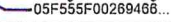
Signed by:

By: 
Deputy

RECOMMENDED FOR APPROVAL:
General Services

DocuSigned by:

By: 
Kirk Lagerquist, Director
General Services Department

APPROVED AS TO ACCOUNTING FORM:
Risk Management

Signed by:

By: 
Greg Milligan
Risk Manager



County of Santa Barbara: General Services
Capital Division

ATTACHMENT A-1

AMENDMENT TO SCOPE OF WORK

The following scope of work is added to the Scope of Work set forth in Exhibit A to the Agreement:

PROJECT DESCRIPTION

Project Name: County of Santa Barbara South County Main Jail Northwest Facility Assessment

Project Site: 4436 Calle Real, Santa Barbara, CA 93110

General Description: The project will consist of assessing the Northwest area of the Main Jail for continued use as a housing unit and address the following potential, needed improvements, if any, and their costs:

1. Improvements Related to the Americans with Disabilities Act (ADA)
2. Improvements Related to Life and Safety Features
3. Improvements Related to Programming Needs (e.g., dayroom space) or Provisions of the *Murray et al. v. County et al.* Stipulated Judgment and Remedial Plan

PROJECT TEAM

County

General Services:

Assistant Director: John Green

Project Manager: Tully Wyatt

Sheriff:

Sheriff: Bill Brown

Undersheriff: Craig Bonner

Chief: Vincent Wasilewski

Commander: Ryan Sullivan

Design Team Key Personnel

Architect:

Principal Architect of Record: Eric Fadness, Principal-in-charge Expert: Lorenzo

Lopez, Fire Life Safety

Project Manager: Roger Davis

Civil Engineer and Landscape Architect: Willdan

Structural Engineer: CYS Structural Engineers Inc.

Mechanical/Plumbing Engineer: Capital Engineering Consultants

Fire Protection Engineer: Collings and Associates, LLC

Electrical/Low Voltage/Fire Alarm Engineer: JMPE Electrical

Security: AVS

Cost Estimator: Sierra West Group



Capital Division

PROJECT DETAILS

Target:

The intent of this assessment is to determine a construction cost estimate to renovate the Northwest area for continued use as a housing unit.

Cost Estimates:

The Construction Cost shall be estimated at a conceptual level and will include the total cost to the County to construct all elements of the project including design contingencies, general conditions & overhead and profit, bonds, and insurance costs; detention/security equipment; and the County's construction contingency.

Neither Consultant nor the County has control over the cost of labor, materials or equipment, the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids will not vary from the County's budget for the Project or from any estimate of the Construction Cost or evaluation prepared or agreed to by Consultant.

OWNER'S RESPONSIBILITIES

1. Provide CEQA documents for use.
2. Provide title information for use.
3. Provide preliminary geotechnical report.
4. Provide access to site &/or building for review.
5. Provide timely design review comments and approval at phased design submittals.
6. Provide anticipated maintenance costs.
7. Provide utility bills and help determine the use of various buildings.

MEETINGS

1. Site visit (including sub-consultants) to examine current conditions:
 - a) Public access (parking, route of travel, ramps, entry, toilets)
 - b) Inmate access
 - c) Staff access
 - d) Staff support areas
 - e) NW cells and dayrooms
 - f) Isolation Unit (and existing portion of jail affronting it)
 - g) Hardware
 - h) Security Electronics/controls
 - i) Tier railings, fall protection
 - j) Existing (renovated) yard
 - k) Vehicle sallyport at IRC (including fencing, gate and controls)
 - l) Route of travel between IRC and NW
2. Virtual meeting with stakeholders to address goals
3. Virtual meeting with stakeholders to address site visit findings
4. Virtual meeting with stakeholders to discuss solutions
5. Virtual meeting with BSCC (Title 15 requirements/CBC 1231)
6. Virtual meeting with fire authority having jurisdiction (exiting, separation, fire protection, etc.)
7. Virtual meeting with County staff to discuss access compliance
8. Virtual meeting with County staff to discuss design
9. Virtual meeting to discuss construction cost estimate



County of Santa Barbara: General Services
Capital Division

10. Virtual meeting for BOS presentation preparation

DELIVERABLES

The deliverables for all phases of work will be delivered in portable document format (PDF). The County will be responsible for all printing and copying of documents.

1. Narratives
 - a) Architectural
 - b) Civil
 - c) Mechanical
 - d) Electrical
 - e) Plumbing
 - f) Survey (optional)
 - g) Security Electronics
2. Overall construction site plan
3. Building construction plans (basement, main, and tier levels)
4. Conceptual details for Fire/Life Safety and Accessibility improvements
5. Security Electronics diagrams
6. Cost estimate
7. Schedule
8. Slideshow for Board of Supervisors
9. Virtual participation at BOS meeting (in-person optional inc. travel costs)
10. Proposal for Construction Documents (optional)

CONSULTANT RESPONSIBILITIES

A. General Requirements.

1. Consultant shall assess the facility as to applicable building codes, laws, regulations, ordinances, and other regulatory authorities.
2. Services performed by the Consultant shall conform to the requirements of the laws of the State of California applicable to construction of adult detention facilities, including, but not limited to, the requirements of the California Business and Profession Code, the Minimum Standards for Adult Detention Facilities contained in Title 15, California Code of Regulations (CCR), the Minimum Standards for Adult Detention Facilities and the fire and life safety regulations contained in Title 19 and Title 24, Part 2, CCR, Title 8 (Cal OSHA), CCR, the California Penal Code, the California Public Contract Code, and the California Environmental Quality Act (CEQA) contained in California Public Resources Code Section 2100 et seq.

EXCLUSIONS

The following services and items are not included in this proposal and may require additional compensation if, and when such services are requested:

1. Construction Documents
2. Bid Support
3. Construction Administration



County of Santa Barbara: General Services
Capital Division

Additional Services:

Should the scope of services be modified from the one outlined above, the resulting work shall be provided only when authorized in writing by the County and Consultant.



County of Santa Barbara: General Services
Capital Division

EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Basic Services described in <u>Exhibit A, "Scope of Work; Hourly Rates" and Attachment A-1 "Amendment to Scope of Work"</u> shall be:	
	Programming Services	\$794,981
	Design of Main Jail Yard, IRC ADA and Intake	\$1,212,558
	Northwest Facility Assessment	\$122,120
	SUBTOTAL: Fixed Fee for Basic Services	\$2,129,659
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
	Supplemental Services Allowance for Supplemental Services (PSA Part 10.03) solely to the extent authorized by the Owner in writing pursuant to a Supplemental Services (SS) Order during the Term of the PSA.	\$0
c.		
2.	MAXIMUM COMPENSATION LIMIT (MCL) (a+b+c)	\$2,129,659

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