

**AMENDMENT NO. 2 TO THE  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH  
Geosyntec Consultants for Construction Management of the Toro Canyon Oil/Water  
Replacement Project I (BC No. 23-173, Project No. WA8231)**

Pursuant to Paragraph 25 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on October 17, 2023, as BC No. 23-173 between the County of Santa Barbara (hereafter COUNTY), and Geosyntec Consultants, having its principal place of business 924 Anacapa Street, STE 4A, Santa Barbara, CA 93101 (hereafter CONTRACTOR), the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. **Paragraph 4 (TERM) of the AGREEMENT is hereby amended to read:**

CONTRACTOR shall commence performance on October 17, 2023 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by COUNTY or unless terminated earlier.

2. **Exhibit A, Statement of Work is hereby amended to include:**

Work as described in the attached Statement of Work from CONTRACTOR, attached as **EXHIBIT A1** incorporated by this reference.

3. **Exhibit B, paragraph A and C are hereby amended to read**

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$540,583**.

C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A and EXHIBIT A1** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedules of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A and EXHIBIT A1**.

In all other respects, the AGREEMENT remains unchanged and in full effect.

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

**COUNTY OF SANTA BARBARA**

**CONTRACTOR:  
GEOSYNTEC CONSULTANTS**

By:

\_\_\_\_\_  
Chris Sneddon, Public Works Director

By:

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:

\_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:

\_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

By:

\_\_\_\_\_  
Risk Management

## EXHIBIT A1

### TRANSMITTAL LETTER

1 August 2024

Cathleen Garnand  
County of Santa Barbara  
123 East Anapamu Street  
Santa Barbara, California, 93101

**Subject: Construction Management for Toro Canyon Project**  
**Contract: BC23-173**  
**Additional Services Scope and Budget – OWS Installation, Dewatering and Field Inspections**

Follow up to our discussions during our July 2024 meetings, we prepared this description of additional scope and budget request to address the additional effort associated with dewatering for the Oil Water Separator (OWS) installation and field inspections.

This scope revision and budget is provided for additional construction management services during the OWS excavation and installation, in anticipation of additional time for dewatering activities. ICS, the contractor, has provided an estimate of the extended construction days to address the dewatering and associated activities. This includes the pilot study to assess the dewatering needs, as well as the actual excavation for the installation of the OWS. Geosyntec, as the County's Construction Manager (CM), will require additional funding for our personnel to be present onsite during the extended construction days as shown in the attached cost estimate.

The additional cost for the above-described scope of work is \$44,578. Added costs for any additional scope changes will be addressed in future change order requests.

Geosyntec is committed to continuing our record of value-added consulting the County has come to expect from us over the last 20 plus years. From our local office, we will be responsive to you as well as responsible stewards of your investment in this project.

Sincerely,



David Oliver  
Senior Construction Manager  
805-588-5588  
[doliver@geosyntec.com](mailto:doliver@geosyntec.com)



Maygan Cline, P.G. (CA)  
Senior Principal Geologist  
805-979-9130  
[mcline@geosyntec.com](mailto:mcline@geosyntec.com)

**Cost Estimate, 1 August 2024**  
**Toro Canyon OWS Installation**  
**Dewatering and Field Inspections**  
*Prepared by Jerko Kocijan/Dylan Kitao*

Labor Hours	Tasks #	Pilot study support (2 field days at 8 hour per day plus engineer and PM support)		OWS Inspections (21 field days at 8 hour per day + engineer and PM support)		TOTAL	
		HRS	COST	HRS	COST PER DAY	HRS	COST
<b>PERSONNEL SERVICES</b>	<b>Labor Rates</b>						
Senior Principal	\$ 285		\$ -		\$ -	0	\$ -
Principal	\$ 264	8	\$ 2,112	10	\$ 2,640	18	\$ 4,752
Senior Professional	\$ 244	2	\$ 488	12	\$ 2,928	14	\$ 3,416
Project Professional	\$ 216		\$ -	8	\$ 1,728	8	\$ 1,728
Senior Staff	\$ 170	16	\$ 2,720	168	\$ 28,560	184	\$ 31,280
Senior Designer	\$ 185		\$ -		\$ -	0	\$ -
CM Field Representative	\$ 192		\$ -		\$ -	0	\$ -
Clerical/Admin	\$ 63		\$ -	4	\$ 252	4	\$ 252
<b>TOTAL DIRECT LABOR</b>		<b>26</b>	<b>\$ 5,320</b>	<b>202</b>	<b>\$ 36,108</b>	<b>228</b>	<b>\$ 41,428</b>
<b>TRAVEL</b>	<b>\$/UNIT</b>	<b>AMT</b>	<b>COST</b>	<b>AMT</b>	<b>COST</b>	<b>AMT</b>	<b>COST</b>
Rental Car	\$ 150	0	\$ -	21	\$ 3,150	21	\$ 3,150
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<b>TOTAL COST</b>							<b>\$ 44,578</b>