

FIRST AMENDMENT TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
HOLLISTER AVENUE/STATE STREET IMPROVEMENTS PROJECT
PROJECT NUMBER 862382

THIS AMENDMENT (“First Amendment”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and Rincon Consultants, Inc., 209 East Victoria Street, Suite B, Santa Barbara, California 93101 (“CONSULTANT”) (hereinafter collectively, the “Parties”).

WHEREAS, the Parties entered into an Agreement for Services of Independent Contractor signed into effect on February 7, 2017 (“Agreement”) in connection with the Hollister Avenue Street Improvements Project.

WHEREAS, the Agreement amount for said services is in the “not to exceed” amount of \$39,360.30 with a contingency of \$3,936.03 for a total contract amount of \$43,296.33. Expenditure of up to the contingency amount may be authorized by the Public Works Director or designee; and

WHEREAS, during the execution of the Phase II Cultural Resource Study intact subsurface cultural deposits were discovered which require additional excavation to recover the deposits outside of the original footprint. This additional effort is required by the Federal Highway Administration to determine whether the project will have an adverse effect on historic properties under the National Historic Preservation Act or a significant impact to historical resources under the California Environmental Quality Act.

WHEREAS, the changes will increase the amount of the Agreement by \$24,410.00 to recover any additional cultural deposits that may exist outside of the original testing locations.

WHEREAS, the Parties hereto desire to amend the Agreement to add additional services and reflect changes in the compensation.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and CONSULTANT agree to amend the Agreement as follows:

1. CONTRACTOR’s supplemental proposal titled “Proposal to Recover Remains from Railroad Right-of-Way, Hollister Avenue Widening Project, Santa Barbara County, California” dated March 1, 2018, shall be attached to and incorporated by reference into the Agreement.
2. Paragraph “D” of Section 28 of the Agreement is hereby replaced as follows:
 - D. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$63,770.30.
3. The third paragraph in Exhibit “A” (Statement Of Work) attached to the Agreement is hereby deleted in its entirety and replaced with the following:

CONTRACTOR shall perform the work stated in CONTRACTOR's proposal dated December 21, 2016, for Job No. 13-01370 ("Proposal No. 1"), which is attached hereto and incorporated by reference into this Agreement, and the work stated in CONTRACTOR's supplemental proposal titled "Proposal to Recover Remains from Railroad Right-of-Way, Hollister Avenue Widening Project, Santa Barbara County, California" dated March 1, 2018 ("Proposal No. 2"), which is attached hereto and incorporated by reference into this Agreement.

4. Paragraph "P" of Exhibit "B" (Payment Arrangements) attached to the Agreement is hereby deleted in its entirety and replaced with the following:

P. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not exceed \$39,360.30 for the work stated in CONTRACTOR's Proposal No. 1 (dated December 21, 2016), and shall not exceed \$24,410 for the total work and the amounts specified for each task within CONTRACTOR's Proposal No. 2 (dated March 1, 2018). It is understood and agreed that there is no guarantee, either express or implied, that these dollar amounts will be authorized under this Agreement through Task Orders in the COUNTY's sole discretion.

5. Section 42 is hereby added to the Agreement to read as follows: **MANDATORY DISCLOSURE.** CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR§200.338. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321)
6. The Parties agree that all terms and conditions of the Agreement, as amended by this First Amendment, are in full force and effect and shall be applicable to the completion of the supplemental scope of work in Proposal No. 2 by CONSULTANT and are incorporated into this agreement, and that the Agreement is hereby extended by contract amendment pursuant to Section 4 of the Agreement by amending Section 4 therein to delete "January 18, 2018" and replace it with "January 18, 2022" and the Agreement, as amended, shall terminate on said amended date unless otherwise extended by contract amendment in writing by the Parties.
7. Except as expressly set forth in this First Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHERE OF, the Parties have executed this First Amendment to the Agreement for Services of Independent Contractor on the date executed by COUNTY.

RECOMMENDED FOR APPROVAL:

Board of Supervisors

CONTRACTOR:

Rincon Consultants, Inc.

By: _____
Das Williams, Chair

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By: _____