

**AMENDMENT NO. 3 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 3 (SCOPE OF SERVICES) of the AGREEMENT is hereby amended to read:

CONTRACTOR agrees to provide services to COUNTY in accordance with **EXHIBIT A, EXHIBIT A1, and EXHIBIT A2** attached hereto and incorporated by reference

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 A2** 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 **\$603,456**.

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, EXHIBIT A1, and EXHIBIT A2** 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, EXHIBIT A1, and EXHIBIT A2**.

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

IN WITNESS WHEREOF, the parties have executed this Amendment 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 A2

14 January 2025

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

Subject: Construction Management for Toro Canyon Project
Contract: BC23-173 - Amendment 3
Request for Additional Funding

Geosyntec respectfully requests an amendment to our contract to cover the following scope of Construction Management Services. The added costs are necessary to accommodate the additional working days required to complete the Toro Canyon Oil Water Separator Construction Project. The original scope of services assumed four months, or 85 Working Days. As of January 8, 2025, the number of Working Days as been 169 and is estimated to require 20 additional Working Days to complete the final phase of construction activities at the Toro Canyon Oil Water Separator Replacement Project. Although we have been able to offsite the additional days of construction oversight activities through other cost saving measures, the additional costs are required to complete the project is as follows:

Inspection

220 hrs Staff Professional @\$145/hr	\$31,900
56 hrs Senior Professional @\$244/hr	\$13,664
10 hrs Principal @\$264/hr	<u>\$2,640</u>
Communication Fee @3%	<u>\$1,446</u>
TOTAL LABOR	\$49,650

Other Direct Costs

3 rd Party Inspection	\$1,950
Service Vehicle	<u>\$880</u>
Mark-up @12%	<u>\$340</u>
TOTAL ODC	\$3,170

Final Close Out

40 hrs Senior Principal @\$244/hr	<u>\$9,760</u>
Communication Fee @3%	<u>\$293</u>
TOTAL LABOR	\$10,053
TOTAL	\$62,873

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



Jerko Kocijan, Ph.D., P.E., G.E.
Principal
805-208-0861
jkocijan@geosyntec.com