

SECOND AMENDMENT TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BONTIA SCHOOL ROAD BRIDGE NO. 51C-0230 REPLACEMENT PROJECT
PROJECT 862367 - CONTRACT # PW 025

THIS AMENDMENT (“Second Amendment”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and Padre and Associates, 1861 Knoll Drive, Ventura, 93003 (“CONTRACTOR”) (hereinafter collectively, the “Parties”).

WHEREAS, the Parties entered into an Agreement for Services of Independent Contractor signed into effect on May 2, 2016 (“Agreement”) in connection with the Bonita School Road Bridge No. 51C-230 Replacement Project; and

WHEREAS, the base Agreement amount is \$105,549 with a contingency of \$10,555 for a total contract amount not to exceed of \$116,104. Expenditure of up to the contingency amount may be authorized by the Public Works Director or designee; and

WHEREAS, during the execution of the Plans, Specifications, & Estimate (PS&E) phase additional effort is required for several design elements as the project progressed. It was determined that Section 408 permitting assistance was needed after reviewing the project permitting requirements from the Corps of Engineers. This additional effort is required in order to respond to the needs of the project and satisfy right of way requirements to properly design the project to be responsive to the needs of the public and Corps of Engineers; and

WHEREAS, the changes will increase the amount of the Agreement by an estimated \$45,000 to complete the environmental clearance for the project design; and

WHEREAS, additional time is required to complete this additional work; and

WHEREAS, the Parties desire to amend the Agreement in accordance with Section 34 to add these additional services and reflect changes in the compensation.

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

SECTION 1. The following language is added as a second paragraph of Section 34:

Notwithstanding the foregoing, CONTRACTOR and COUNTY agree that immaterial amendments to the Agreement such as time frame and mutually agreeable work program changes, updating the Designated Representative or addresses, or other clerical error corrections, which will not result in a material change to the Agreement, scope of the Statement of Work, or total contract amount, may be authorized by the Public Works Director, or designee upon review and concurrence by legal counsel.

SECTION 2. The first paragraph in Exhibit “A” (Statement of Work) of the Agreement is deleted in its entirety and replaced with the following:

CONTRACTOR shall perform the work stated in:

- A. CONTRACTOR’s proposal dated February 9, 2016, which is attached hereto and incorporated herein by reference; and
- B. CONTRACTOR’s supplemental proposal titled “Bonita School Road Replacement Project Proposed Changes to Contract Scope of Work (revised) dated December 7, 2022, which is attached hereto and incorporated herein by reference.

See Attachment A-1 for agreed upon statement of work as a result of Amendment No. 2.

SECTION 3. Paragraph “P” of Exhibit “B” (Payment Arrangements) in the Agreement is deleted in its entirety and replaced with the following:

The total amount payable by COUNTY including the fixed fee shall not exceed \$161,104.

SECTION 4. Section 4 of the Agreement is deleted in its entirety and replaced with the following:

This contract shall go into effect on May 2, 2016, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY’S Contract Administrator. The contract shall end on April 30, 2024, unless extended by contract amendment or unless earlier terminated.

SECTION 5. Counterparts. This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

SECTION 6. Ratifications. The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Amendment No. 1. The terms and provisions of the Agreement and Amendment No. 1, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

Except as set forth in this Second Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

[SIGNATURES ON FOLLOWING PAGES]

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila daGuerra
Deputy Clerk

County of Santa Barbara:

By: Das Williams
Das Williams, Chair
Board of Supervisors
Date: 4-4-23

RECOMMENDED FOR APPROVAL:
Public Works

By: Scott D. McGolpin
Scott D. McGolpin
Director of Public Works

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by: Rachel Van Mullem
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by: Betsy M. Schaffer
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Deputy

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By: DocuSigned by: Greg Milligan
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Deputy

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Agreement for Services of Independent Contractor to be effective on the date executed by COUNTY.

CONTRACTOR:

Padre Associates, Inc.

By: 

Authorized Representative

Name: Jerome Summerlin

Title: President

Attachment A-1:
Statement of Work as a Result of Amendment 2



ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

December 7, 2022
Project No. 1602-1921

Santa Barbara County Public Works Agency
123 East Anapamu Street
Santa Barbara, California 93101

Attention: Mr. Morgan Jones
Subject: Bonita School Road Bridge Replacement Project
Proposed Changes to the Contract Scope of Work (revised)

Dear Morgan:

The purpose of this letter is to respond to your e-mail dated October 21, 2022 requesting changes to Padre's approved scope of work for the subject project. We anticipate completing the Initial Study/Mitigated Negative Declaration (IS/MND) (public draft as a minimum) prior to the submission of any permit applications, since it will be required to be attached to these applications.

PROPOSED WORK SCOPE MODIFICATIONS

Section 408 Permitting. Note that the Corps will not adopt Caltrans' Categorical Exclusion and additional NEPA documentation may be required. If requested, Padre will serve as the environmental compliance point of contact with the Corps of Engineers and/or attend the pre-application meeting.

We will be responsible for providing environmental documentation for the application including:

- Completed NEPA compliance submittal checklist.
- May 24, 2019 Caltrans Section 106 Complete Memo and the signed 2019 Historic Property Survey Report (we assume no further Section 106 or other cultural resources analysis is required).
- November 26, 2021 U.S. Fish and Wildlife Service Biological Opinion and signed 2021 Biological Assessment (we assume no further endangered species act coordination or analysis is required).
- September 30, 2021 National Marine Fisheries Service Section 7 Concurrence letter (we assume no further endangered species act coordination or analysis is required).
- IS/MND

Following Section 408 application submittal, we will respond to information requests related to environmental documentation and attend conference calls related to permit processing. We understand that if a NEPA document (Environmental Assessment [EA]) is required, Corps staff would prepare it based on information provided in the IS/MND, Historic Property Survey Report, Biological Assessment and Biological Opinion. Therefore, we have not included EA preparation in our work scope.

CWA Section 404 Permitting. We understand you will be the primary contact with the Corps, with Padre providing information and analysis as required. Padre will complete the following tasks:

- Prepare a pre-construction notification for Nationwide Permit 14, including informal notification of a Section 408 permit in process.
- Prepare an Aquatic Resource Delineation Report, including detailed maps showing project impacts to Corps jurisdiction.
- Provide additional information as needed during Section 404 permit processing, including attending a site meeting if requested.

California Department of Fish and Wildlife (CDFW) Lake or Streambed Alteration Agreement (LSAA). We understand you will be the primary contact with CDFW, with Padre providing information and analysis as required. Padre will complete the following tasks:

- Complete a LSAA notification application.
- Complete a CDFW jurisdictional delineation, including detailed maps showing project impacts to CDFW jurisdiction.
- Complete a biological resources study (suitable for use by CDFW and RWQCB) analyzing impacts to native vegetation, native trees, rare plants and special-status wildlife, based on information provided in the IS/MND.
- Complete a mitigation and monitoring plan (suitable for use by CDFW and RWQCB), based on information provided in the IS/MND.
- Attach a hydraulic/hydrology study (prepared by others) assessing the suitability of the project design to avoid excessive erosion or other indirect impacts to CDFW jurisdiction.
- Provide additional information as needed during LSAA processing, including attending a site meeting if requested.

Regional Water Quality Control Board (RWQCB) CWA Section 401 Water Quality Certification (WQC). We understand you will be the primary contact with RWQCB, with Padre providing information and analysis as required. Padre will complete the following tasks:

- Complete a WQC application, including attaching the IS/MND, and documents prepared for the Section 404 permit (Aquatic Resource Delineation Report) and LSAA notification (biological resources study and mitigation and monitoring plan).
- Complete an alternatives analysis.



Santa Barbara County Public Works Department
Bonita School Road Bridge Replacement
Work Scope Modification Request

- Provide additional information as needed during WQC processing, including attending a site meeting if requested.

MODIFIED FEE

To address the modified work scope described above, Padre requests the fee for the Instream Permitting Support task be increased from \$5,960 (approved contract) to \$45,000, an increase of \$39,040. We have attached a breakdown of modified work scope fees by task.

* * *

If you should have any questions regarding the work scope modification request, please contact Mr. Matt Ingamells, Project Manager at (805) 644-2220 ext. 413 (mingamells@padreinc.com).

Sincerely,

PADRE ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Matt Ingamells", written over a horizontal line.

Matt Ingamells
Project Manager/Senior Biologist
Environmental Sciences Group

Attachment Fee Proposal

Work Scope Modification Fee Proposal for the Bonita School Road Bridge Replacement Project

Task	Hours	Fee	Senior Professional	Project Professional	Staff Professional	Word Processing & Clerical	Graphics/GIS
Section 408 Permitting							
NEPA compliance checklist	28	\$3,360	20				8
Response to information requests	50	\$6,220	42				8
Meetings (up to six)	20	\$2,600	20				
Section 404 Permitting							
Pre-construction notification	4	\$520	4				
Aquatic Resource Delineation Report	44	\$5,140	24	8			12
Response to information requests	12	\$1,420	8				4
CDFW LSAA Permitting							
Notification	8	\$1,040	8				
Jurisdictional delineation	42	\$4,950	24	8			10
Biological Resources Study	22	\$2,650	16				6
Mitigation and Monitoring Plan	32	\$3,880	24				8
Response to information requests	20	\$2,460	16				4
Meetings (virtual and on-site)	16	\$2,080	16				
RWQCB WQC Permitting							
Application	16	\$2,080	16				
Alternatives analysis	12	\$1,420	8				4
Response to information requests	20	\$2,460	16				4
Meetings (virtual and on-site)	16	\$2,080	16				
Padre Staff Hours	362	\$44,360	278	16	0	0	68
Expenses							
Transportation (meetings, field work)		\$640					
Expenses Subtotal		\$640					
Total Fee		\$45,000					