

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

THIS AMENDMENT (“Second 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 for a “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, the changes from the first amendment increased the amount of the Agreement by \$24,410.00.

WHEREAS, following the completion of the Phase II Cultural Resource Study, documentation of its findings and details of the overall project requires updates to the related cultural reports, including the Historical Property Survey Report (HPSR), the Historical Resources Evaluation Report (HRER); the Archeological Study Report; the Finding of No Adverse Effect (FOE) and the Environmentally Sensitive Action Plan (ESA). This additional effort is required by the Federal Highway Administration to document 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. It is also to obtain concurrence from Caltrans (who administers the National Environmental Protection Agency (NEPA) document) Cultural Services Office and the State Historic Preservation Office.

WHEREAS, the changes from the second amendment increases the amount of the Agreement by \$21,706.00 to update the related cultural reports.

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 Update the Hollister Avenue-State Street Improvements Project Historic Properties Survey Report Package” dated July 8, 2021, 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 \$85,476.30 (\$39,360.30 (Agreement) + \$24,410.00 (First Amendment) + \$21,706.00 (Second Amendment)).
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"); the work stated in CONTRACTOR's supplemental proposal dated March 1, 2018 ("Proposal No. 2"); and the work stated in the CONTRACTOR's supplemental proposal titled, "Proposal to Update the Hollister Avenue-State Street Improvements Project Historic Properties Survey Report Package" dated July 8, 2021 ("Proposal No. 3"), which are attached hereto and incorporated by reference into this Agreement.

4. Paragraph "A" of Exhibit "B" (Payment Arrangements) attached to the Agreement is hereby deleted in its entirety and replaced with the following:
 - A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal, Attachment Exhibit 10-H dated July 9, 2021. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
5. 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); 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); and shall not exceed \$21,706 for the total work specified within the CONTRACTOR's Proposal No. 3 (dated July 8, 2021) and the Cost Proposal Exhibit 10-H dated July 9, 2021. 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.

6. 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)

7. The Parties agree that all terms and conditions of the Agreement, as amended by this Second Amendment, are in full force and effect and shall be applicable to the completion of the supplemental scope of work in Proposal No. 3 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 of First Amendment therein to delete “January 18, 2022” and replace it with “June 30, 2022” and the Agreement, as amended, shall terminate on said amended date unless otherwise extended by contract amendment in writing by the Parties.
8. Except as expressly set forth in this Second Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

By:

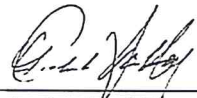
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHERE OF, the Parties have executed this Second 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: _____
Bob Nelson, Chair

By:  _____
Authorized Representative
Name: Richard Daulton
Title: Principal/Vice President

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

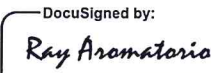
APPROVED AS TO ACCOUNTING FORM:
Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By:  _____
Ray Aromatorio

By: _____

RECOMMENDED FOR APPROVAL:
Public Works


By:  _____
Scott D. McGolpin
Director of Public Works

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant Rincon Consultants, Inc.

Contract No. _____

Date 7/9/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal II*	Richard Daulton	2	\$112.84	\$225.68
Principal I*	Christopher Duran	15	\$66.85	\$1,002.75
Principal I*	Shannon Carmack	9	\$66.36	\$597.24
By: Supervisor Archaeologist I	Ken Vicotorino	12	\$65.36	\$784.32
Supervisor Planner I*	Christopher Bersbach	6	\$52.88	\$317.28
Archaeologist IV	Rachel Perzel	24	\$43.77	\$1,050.48
Archaeologist II	James Williams	40	\$30.57	\$1,222.80
Archaeologist III	Dustin Merick	24	\$34.80	\$835.20
Archaeologist II	Mary Pfeiffer	40	\$31.29	\$1,251.60
GIS/CADD Specialist	Various	4	\$28.33	\$113.32
Clerical/Administrative	Various	2	\$27.73	\$55.46

LABOR COSTS

a) Subtotal Direct Labor Costs	\$7,456.13
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$7,456.13

INDIRECT COSTS

d) Fringe Benefits (Rate: 66.20%)	e) Total Fringe Benefits [(c) x (d)]	\$4,935.96
f) Overhead (Rate: 86.95%)	g) Overhead [(c) x (f)]	\$6,483.11
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	\$0.00
j) Total Indirect Costs [(e) + (g) + (i)]		\$11,419.06

FIXED FEE

o) (Rate: 15.00%)	k) TOTAL FIXED PROFIT [(c) + (j)] x (o)	\$2,831.28
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of item	Quantity	Unit(s)	Unit Cost	Total
Vehicle mileage	0	mile	\$0.58	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
l) TOTAL OTHER DIRECT COSTS				\$0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
m) TOTAL SUBCONSULTANT'S COSTS	\$0.00

N) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$21,706.00

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Rincon Consultants, Inc. Contract No. _____ Date 7/9/2021

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$7,456.13	Total Hours per Cost Proposal 178	=	Avg Hourly Rate \$41.89	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$41.89	+	3%	=	\$43.15	Year 2 Avg Hourly Rate
Year 2	\$43.15	+	3%	=	\$44.44	Year 3 Avg Hourly Rate
Year 3	\$44.44	+	3%	=	\$45.77	Year 4 Avg Hourly Rate
Year 4	\$45.77	+	3%	=	\$47.15	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	178.0	=	178.0	Estimated Hours Year 1
Year 2		*	178.0	=	0.0	Estimated Hours Year 2
Year 3		*	178.0	=	0.0	Estimated Hours Year 3
Year 4		*	178.0	=	0.0	Estimated Hours Year 4
Year 5		*	178.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	178.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$41.89	*	178	=	7456.13	Estimated Hours Year 1
Year 2	\$43.15	*	0	=	0	Estimated Hours Year 2
Year 3	\$44.44	*	0	=	0	Estimated Hours Year 3
Year 4	\$45.77	*	0	=	0	Estimated Hours Year 4
Year 5	\$47.15	*	0	=	0	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$7,456.13	
	Direct Labor Subtotal before Escalation			=	\$7,456.13	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Lacrissa Davis</u>	Title*:	<u>CFO</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>7/9/2021</u>
Email:	<u>lcook@rinconconsultants.com</u>	Phone Number:	<u>805-644-4455</u>
Address:	<u>180 N. Ashwood Avenue, Ventura CA 93003</u>		

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

<p>Environmental document preparation and completion.</p>



Rincon Consultants, Inc.

1530 Monterey Street, Suite D
San Luis Obispo, California 93401

805 547 0900

info@rinconconsultants.com
www.rinconconsultants.com

July 8, 2021

Project No: 13-01370

Mr. Walter Rubalcava
County of Santa Barbara
Department of Public Works
Transportation Division
123 East Anapamu Street
Santa Barbara, California 93101
Via email: Wrubalc@cosbpw.net

**Subject: Proposal to Update the Hollister Avenue-State Street Improvements Project
Historic Properties Survey Report Package**

Dear Mr. Rubalcava:

Based on recent comments provided by Caltrans, the previously approved Historic Properties Survey Report (HPSR) package requires an update. The following scope of work is intended to complete the HPSR package based on the recent comments from Caltrans.

Scope of Work

Task 1.1 Update to the Finding of Effect

Rincon will review the Caltrans comments provided by the Cultural Studies Office (CSO). Based on the preliminary review of the CSO's comments on the existing Caltrans documents, the Finding of Effect (FOE) will need to be expanded to provide a summary overview of the entirety of the project. To accomplish this, Rincon will synthesize the data presented in the Archaeological Survey Report (ASR), Phase II evaluation study, and Historical Resources Evaluation Report (HRER). This will provide a comprehensive overview of the project. The FOE will also be updated to include a monitoring plan for the monitoring to take place during ground disturbing activities. Once updated, the FOE will be circulated to the tribal and historic groups for review. Rincon assumes a total of three rounds of revisions will be addressed to finalize the FOE (tribal/historic groups, Caltrans District 5, and CSO).

Task 1.2 Update ASR

According to CSO comments, the ASR will require slight modification to address concerns of the findings and recommendations. Rincon assumes one round of revisions will be required to the ASR based on comments from the CSO.

Task 1.3 Update to HRER

At the time of this proposal, Rincon has not yet had the opportunity to review the CSO's comments. Rincon does understand that the comments are expected to be extensive. Therefore, the scope of work for this task is based on specific assumptions about CSO's comments. Should the need for additional



staff effort be identified once the comments are shared, Rincon will request a scope and budget augmentation to address CSO's comments. Rincon will address the comments to the HRER with the assumption that no additional fieldwork may be required. Rincon assumes that the update will require additional outreach to historic groups, and a reexamination of the recommendations provided for National Register of Historic Places eligibility for up to two built resources analyzed within the original evaluation. The examination will include bolstering the existing evaluation with additional data, but does not include a complete reevaluation. Should additional fieldwork or a complete reevaluation of any built resources be required, Rincon will request a scope and budget augmentation to complete any such tasks. As part of this task, Rincon assumes up to eight hours of archival research may be needed. Rincon assumes the HRER may be finalized through two rounds of revision based on one round of comments from Caltrans District 5 and one round of comments from the CSO.

Task 1.4 Update to HPSR

Upon completion of the updates to the ASR, HRER, and FOE, Rincon will update the HPSR with the appropriate information concerning tribal/historic group outreach, evaluations for archaeological and built environment resources, and finding of effect. Caltrans has confirmed that the most up to date version of the HPSR has been used for this project. Thus, updates will be limited to content only. Rincon assumes one round of revisions will be needed to update the HPSR.

Task 1.5 Cultural Resources Project Management

This task includes project management, client coordination and conference calls, quality assurance/quality control, and administration required to execute the work program. Rincon and the Town staff will confirm the environmental document approach, review the overall project schedule, and establish a communication protocol to coordinate project changes or other issues that may arise throughout the duration of cultural resources tasks. The project management task will also focus on maintenance of the project schedule. Lastly, this task includes work product review time with the cultural resources Principal-in-Charge and Senior reviewer.

Schedule and Staffing

Rincon is available to commence this work program immediately upon receipt of authorization to proceed and receipt of a comments from Caltrans. Rincon assumes the cultural resource document updates may be completed within 30-45 days from notice to proceed.

Please note that this scope of work assumes the recommended tasks would be added to the existing active Board Contract 17239. Successful completion of this scope of work will require additional Rincon staff beyond those currently identified for existing active Board Contract 17239. Therefore, our request includes the addition of the following qualified staff to support the recommended scope of work:

- Ken Victorino, Senior Archaeologist
- Rachel Perzel, Staff Architectural Historian
- James Williams, Staff Architectural Historian
- Allysen Valencia, GIS Specialist



Rincon is prepared to provide resumes and qualifications for each of the identified staff members to support this request.

Cost Estimate and Staffing

Rincon will provide the cost estimate associated with the above scope of work via separate email. Our fee would not exceed the provided estimate without receipt of prior written authorization.

We appreciate the opportunity to assist you with this project. If you have any questions regarding this proposal please contact Project Manager Chris Bersbach at (805) 547-0900 ext. 124 or cbersbach@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read "CB", with a long horizontal stroke extending to the right.

Chris Bersbach
Senior Planner/Program Manager
Email: cbersbach@rinconconsultants.com

A handwritten signature in black ink, appearing to read "CD", with a long horizontal stroke extending to the right.

Christopher Duran, MA, RPA
Principal
Email: cduran@rinconconsultants.com

Contact for Clarification

Authorized to contractually obligate and negotiate on behalf of Rincon Consultants, Inc.