

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND AMEC ENVIRONMENT & INFRASTRUCTURE, INC.**

This Amendment (hereinafter referred to as "Amendment No. 1") to the Agreement for Services of Independent Contractor (hereinafter referred to as "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and AMEC Environment & Infrastructure, Inc. (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract No. BC 12128, on May 15, 2012; and

WHEREAS, additional work beyond the original scope of services of the Agreement to be performed by CONTRACTOR is required for CONTRACTOR to complete work on the Environmental Impact Report ("EIR") for the Goleta Beach County Park Managed Beach Retreat Project 2.0; and

WHEREAS, CONTRACTOR requires additional time to complete the performance of the additional work; and

WHEREAS, the previously agreed upon and approved compensation for the scope of work to be performed by CONTRACTOR in preparation of the EIR is not adequate to cover the cost of the additional work; and

WHEREAS, Section 23, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the Agreement may be altered, amended or modified by an instrument in writing executed by the COUNTY and CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR desire to extend the term of the Agreement through December 31, 2013, and to amend the text of the Agreement and to amend the text of Exhibit B, PAYMENT ARRANGEMENTS, to the Agreement.

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

1. The text of Section 3 of the Agreement, "SCOPE OF SERVICES," shall be deleted in its entirety and replaced by the following:

"CONTRACTOR agrees to provide services to COUNTY in accordance with Exhibits A and A-1 attached hereto and incorporated herein by reference."
2. The term of the Agreement, as set forth in Section 4 of the Agreement, "TERM", shall be extended through December 31, 2013.
3. The text of Section 30 of the Agreement, "SUBCONTRACTORS," shall be deleted in its entirety and replaced by the following:

"CONTRACTOR is authorized to subcontract with subcontractors identified in CONTRACTOR's proposals set forth in Exhibits A and A-1. CONTRACTOR shall be fully responsible for all services performed by its subcontractors. CONTRACTOR shall secure from its subcontractors all rights for COUNTY in this Agreement, including audit rights."

4. The text of Section A of Exhibit B, PAYMENT ARRANGEMENTS, shall be deleted in its entirety and replaced by the following:

"For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid on a time and material basis. Total Agreement amount, including cost reimbursements, shall not exceed \$236,690.49. Up to an additional \$17,645.00, which represents a 10 percent contingency of the original \$176,449.00 total Agreement amount, may be authorized by the Director of Planning and Development for additional work not included in the scope of work of the Agreement as set forth in Exhibits A and A-1. The maximum amount chargeable of total contract amount per each contract milestone is shown below.

Maximum Amount Chargeable of Total Contract Amount	Milestone Description
\$163,228.74	1. Prepare Administrative Draft EIR (AMEC Tasks 1, 2 and 3 and 25% of Task 10)
\$22,777.25	2. Prepare Public Draft EIR and Technical Appendices (AMEC Task 4 and 25% of Task 10)
\$42,939.25	3. Prepare Administrative Final EIR/Responses to Comments (AMEC Tasks 5, 6, 7 and 8 and 25% of Task 10)
\$7,745.25	4. Prepare Final EIR (AMEC Task 9 and 25% of Task 10)

5. The text of Section B of Exhibit B, PAYMENT ARRANGEMENTS, shall be deleted in its entirety and replaced by the following:

"Payment for services and reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A and A-1 as determined by COUNTY."


6. Except as set forth in Sections 1, 2, 3, 4, 5 and 6 hereof, this Amendment No. 1 shall not modify or change any of the provisions of the Agreement and the parties to the Agreement are bound by its provisions, as amended herein.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to be effective as of the date executed by COUNTY.

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

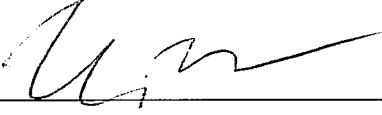
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Deputy

COUNTY OF SANTA BARBARA

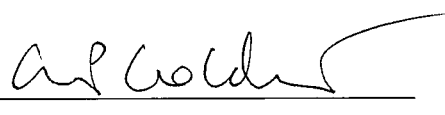
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Chair, Board of Supervisors

Date: 3-19-13

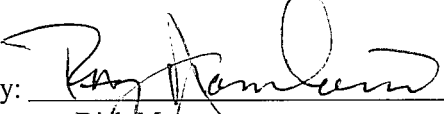
APPROVED AS TO FORM:
DENNIS A. MARSHAL
COUNTY COUNSEL

By: 
Deputy County Counsel

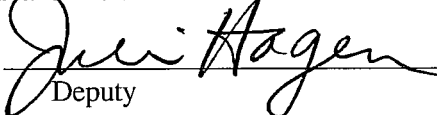
CONTRACTOR
AARON GOLDSCHMIDT
AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

By: 
Tax ID Number: _____

APPROVED AS TO FORM:
SUPERVISING RISK ANALYST

By: 
Risk Management

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

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