

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH
GEOSYNTEC CONSULTANTS
INC. (BC No. 22-063)**

Pursuant to Paragraph 25 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on July 12, 2022, as BC No. 22-063, between the **County of Santa Barbara** (hereafter COUNTY), and **Geosyntec Consultants** having its principal place of business at 924 Anacapa, STE 4A, Santa Barbara, CA 93101 (hereafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

1. Exhibit A, Statement of Work is hereby amended to include:

Work as described in the attached Statement of Work from CONTRACTOR, attached as **EXHIBIT A1**, incorporated by this reference.

2. Exhibit B, paragraphs A, B, 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 **\$538,477**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$53,847.70**.
- 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** and **EXHIBIT A1** 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** (Schedule 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** and **EXHIBIT A1**.

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

CONTRACTOR:

Geosyntec Consultants

By: DocuSigned by:
Scott McGolpin
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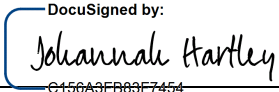
Scott D. McGolpin
Public Works Director

By: DocuSigned by:
Maygan Cline
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Authorized Representative
Name: Maygan Cline
Title: Vice President

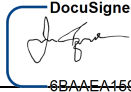
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
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Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: 
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Risk Management

Exhibit A1



Professional Design and Environmental Services
For Toro Canyon Project - Additional Services
County of Santa Barbara Project No. 720861 | 4 April 2023

2. STATEMENT OF WORK - ADDITIONAL SERVICES

2A. Detailed Scope of Work Statement - Additional Services

Heavy rains in early January 2023 impacted the existing Oil Water Separator (OWS) system and exposed potential weaknesses of the system to heavy rainfall and associated debris flow. While 2017 Thomas Fire and associated January 2018 debris flow were a combination of extreme events that caused significant erosion of the streambed, the January 9, 2023 heavy rainfall has shown that debris flow in the project area may be more frequent than originally considered. Considering this, this additional scope of work includes additional engineering and support services to add the project elements into the final design that would assist with the debris flow protection. Also included in this additional services scope is work associated with Emergency Action following the damage to the existing OWS system following January 2023 rains. Details of the additional scope of work are presented below.

Task 1 – Project Management

No added scope.

Task 2 – Preliminary Design and Right-of-Way Engineering (Additional scope to previously approved task - This work has been partially completed)

Geosyntec will revise the preliminary (35%) design to include the added elements associated with the more robust protection from high waters and debris flow, including a wall, dry water lined crossing and grouted rip-rap protection, all adjacent to the OWS, as well as a wall between the proposed storage tank and creek. The revised plans will be used to support the permit applications.

Additional effort performed in support of the 35% revised design includes the 100-year flood modeling revisions following the January 9, 2023 rainfall event that changed the elevation and the channel configuration of the creek. The 100-year flood modeling is required to finalize the streambed delineation. Based on the discussions with California Department of Fish and Wildlife (CDFW), the streambed area is to be limited to the 100-year flood limits.

Task 3 – Geotechnical

No-added scope.

Task 4 – Permitting (Additional scope to previously approved task - This work has been partially completed)

The permitting efforts included a field survey for delineation of aquatic resources, which was performed in November of 2022. Following the January 9 heavy rain, the streambed around the OWS was re-surveyed, with the approval of the County, to capture the new streambed features developed from the debris flow. The streambed in this area was not discernable before because of the previous grading work performed as part of the OWS maintenance and repair.

Task 5 – 65% Plans, Specifications, and Estimate (Additional scope to previously approved task)

Additional services include detailed design development and preparation of plans for added elements associated with the more robust protection from high waters and debris flow, including a wall, low-water concrete-lined crossing and a grouted rock slope protection, all adjacent to the OWS.

The additional scope of services also includes funds to perform additional topographic survey. The survey is expected to be required because significant parts of previously surveyed areas were disturbed by debris flow.

Task 6 – 100% Plans, Specifications, and Estimate (Additional scope to previously approved task)

Additional services include finalizing the design and of plans for added elements associated with the more robust protection from high waters and debris flow, including a wall, dry-water concrete-lined crossing and a grouted rock protection, all adjacent to the OWS.

Task 8 – Emergency Action Support (New Task - This work has mostly been completed)

Following early January 2023 heavy rainfall, County requested Geosyntec’s engineering assistance during emergency action to affect the repair of the system. The following scope of work is incorporated into this task:

- Site visits to assess the damage to OWS and plan the repair approach.
- Rental of the pressure transducer to assist in understanding the flow rate into the tank.
- Prepare the scope of work and interact with contractors in finalizing the scope of work.
- Prepare permit applications for the emergency scope of work.
- Field engineering field oversight during emergency action construction
- Preparation of post-construction report.

2B. Project Deliverables Understanding - Additional Services

The anticipated additional design deliverables for the Project, derived from the added scop scope of work, are as follows:

Task 2 – Preliminary Design and Right of Way Engineering

- 100-year Flood Modeling Calculation Package

Task 5 – Pre-Final (65%) Design

- 2nd Topographic Survey

Task 8 – Emergency Action Support

- Permit applications
- Post-construction report

Proposed Cost Estimate - Additional Scope of Work - April 04, 2023
 Toro Canyon Project - Addendum
 County of Santa Barbara Public Works Dept. - Transportation

Task	Task 2 - Added Scope		Task 4 - Added Scope		Task 5 - Added Scope		Task 6 - Added Scope		NEW Tasks 8 - Emergency Action Support						TOTAL	
	Update 35% Plans	Supplemental Aquatic Resources Survey/Year	Supplemental Flood Modeling/Calculation	Supplemental Design Work related protection of the OWG - 65%	Supplemental Topographic Survey	Supplemental Design Work related protection of the OWG - 100%	Pre-Construction Site Visits and Emergency Work Planning	Permitting	Emergency Repair Work Oversight	Pest-Construction Reporting	TOTAL		TOTAL			
LABOR SERVICES	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		
Senior Principal	8	2,040	6	1,530	3	757.50	15	3,825	23	5,827.50	20	5,070	10	2,535		
Senior Professional	20	5,000	15	3,750	30	7,500	45	11,250	30	7,500	4	1,000	4	1,000		
Professional	188	4,670	22	5,525	45	11,250	62	15,625	12	3,000	15	3,750	15	3,750		
Senior Staff	164	4,100	10	2,500	62	15,625	984	24,600	12	3,000	15	3,750	15	3,750		
Staff	140	3,500	16	4,000	30	7,500	592	14,800	6	1,500	4	1,000	4	1,000		
Senior Construction Manager	142	3,550	6	1,500	30	7,500	4,440	11,100	6	1,500	4	1,000	4	1,000		
Chemical/Admin	60	1,500	72	1,800	188	4,670	3,922	9,805	51	12,750	55	13,750	14	3,500		
TOTAL DIRECT LABOR	748	18,700	210	5,250	210	5,250	3,922	9,805	17	4,250	17	4,250	17	4,250		
Vehicle/Travel	150	3,750	1	25	1	25	1	25	1	25	1	25	1	25		
TOTAL TRAVEL	150	3,750	1	25	1	25	1	25	1	25	1	25	1	25		
OTHER DIRECT COSTS	SUM	AMT	SUM	AMT	SUM	AMT	SUM	AMT	SUM	AMT	SUM	AMT	SUM	AMT		
DRAWING	4,000	1,000	1	25	1	25	1	25	1	25	1	25	1	25		
EQUIPMENT RENTAL (Pressure Transducer)	3,899	974.75	1	25	1	25	1	25	1	25	1	25	1	25		
REINFORCING (Permit Cost)	2,800	700	1	25	1	25	1	25	1	25	1	25	1	25		
DRAWING PERMITTING SUPPORT (Emergency)	12%	300	1	25	1	25	1	25	1	25	1	25	1	25		
PERMITTING	3%	75	1	25	1	25	1	25	1	25	1	25	1	25		
COMMUNICATOR FEE	441	110.25	15	3.75	15	3.75	15	3.75	15	3.75	15	3.75	15	3.75		
SUM	15,141	3,811.75	5,341	1,337.50	5,341	1,337.50	5,341	1,337.50	5,341	1,337.50	5,341	1,337.50	5,341	1,337.50		
TOTAL (per Task)	35,241	8,800	3,282	822.50	3,282	822.50	3,282	822.50	3,282	822.50	3,282	822.50	3,282	822.50		
TOTAL ADDITIONAL COST	35,241	8,800	3,282	822.50	3,282	822.50	3,282	822.50	3,282	822.50	3,282	822.50	3,282	822.50		