

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

THIS AMENDMENT (“Third 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 original 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 increased the amount of the Agreement by \$21,706.00 to update the related cultural reports.

WHEREAS, the Agreement initially terminated by the terms of Amendment #2 on June 30, 2022, and the Parties hereto desire to reauthorize and amend the Agreement to add additional related services and additional time to complete those services, and to 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 Revise the Area of Potential Effect (APE), Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR), and Historical Resources Evaluation Report (HRER) for the Hollister Avenue – State Street

Improvement Project” dated August 9, 2023 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 not to exceed \$129,383.33.
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, (“Proposal No. 1”); the work stated in CONTRACTOR’s supplemental proposal titled, “Proposal to Recover Remains from Railroad Right-of-Way, Hollister Avenue Widening Project, Santa Barbara County, California” dated March 1, 2018 (“Proposal No. 2”); 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”); 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 August 9, 2023 (“Proposal No. 4”), 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 August 9, 2023. 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); shall not exceed \$21,706 for the total work specified within the CONTRACTOR’s Proposal No. 3 (dated July 8, 2021); and shall not exceed \$39,971 for the total work specified within the CONTRACTOR’s Proposal No. 4 (dated August 9, 2023, and the Cost Proposal Exhibit 10-H dated August 9, 2023. 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.

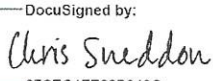
6. The Parties agree that all terms and conditions of the Agreement, as amended by this Third Amendment, are in full force and effect and shall be applicable to the completion of the supplemental scope of work in Proposal No. 4 by CONSULTANT and are incorporated into this Agreement, and that the term of the Agreement is hereby extended pursuant to Section 34 of the Agreement by amending Section 4 therein, as amended by the Second Amendment, to delete “June 30, 2022” and replace it with “June 30, 2026” and the Agreement, as amended, shall terminate on said amended date unless otherwise extended by contract amendment in writing by the Parties.
7. Except as expressly set forth in this Third Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

[SIGNATURES ON NEXT PAGE]

CONTRACTOR SIGNATURE PAGE

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

RECOMMENDED FOR APPROVAL:
Chris Sneddon
Director of Public Works

DocuSigned by:

By: _____
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Department Head

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:
Steve Lavagnino

By: 
Chair, Board of Supervisors

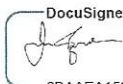
Date: 7-9-24

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

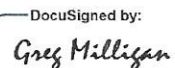
DocuSigned by:

By: _____
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Deputy County Counsel

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

DocuSigned by:

By: _____
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Deputy

APPROVED AS TO FORM:
Gregory Milligan
Risk Manager


DocuSigned by:

By: _____
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CONTRACTOR SIGNATURE PAGE

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

CONTRACTOR:

Rincon Consultants, Inc.

By: 

Authorized Representative
Name: Christopher A. Duran

Title: Principal

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 1
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 8/9/2023

Project No. _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PR01 - Principal I	Christopher Duran	31	\$75.86	\$2,351.66
PR01 - Principal I	Shannon Carmack		\$75.96	\$0.00
CR01 - Archaeologist I	Debbie Balam		\$28.89	\$0.00
CR02 - Archaeologist II	Lucas Nichols	76	\$33.60	\$2,553.60
CR02 - Archaeologist II	Rachel Bilchak		\$33.39	\$0.00
CR03 - Archaeologist III	Mary Pfeiffer		\$38.73	\$0.00
CR04 - Archaeologist IV	Dustin Merrick		\$40.77	\$0.00
CR05 - Archaeologist V	Cameron Felt	50	\$47.04	\$2,352.00
CR06 - Archaeologist VI	Rachel Perzel		\$50.58	\$0.00
CR07 - Archaeologist VII	Heather Blind		\$55.53	\$0.00
CR08 - Archaeologist VIII	Ken Victorino	24	\$70.02	\$1,680.48
Associate I	Catherine Johnson		\$28.62	\$0.00
PS01 - Production Specialist I		24	\$28.74	\$689.76
CL01 - Billing Specialist		6	\$28.32	\$169.92
GC01 - GIS/CADD Specialist I			\$33.06	\$0.00
GC02 - GIS/CADD Specialist II			\$36.59	\$0.00
Senior GIS Specialist		19	\$46.73	\$887.87

LABOR COSTS

a) Subtotal Direct Labor Costs \$10,685.29
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$10,685.29

INDIRECT COSTS

d) Fringe Benefits (Rate: 87.61%) e) Total Fringe Benefits [(c) x (d)] \$9,361.38
 f) Overhead (Rate: 100.14%) g) Overhead [(c) x (f)] \$10,700.25
 h) General and Administrative (Rate: 0.00%) Gen & Admin [(c) x (h)] \$0.00
j) Total Indirect Costs [(e) + (g) + (i)] \$20,061.63

FIXED FEE

o) (Rate: 30.00%) **k) TOTAL FIXED PROFIT [(c) + (j) x (o)]** \$9,224.08

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of item	Quantity	Unit(s)	Unit Cost	Total
GPS		Unit	\$65.00	\$0.00
Standard Field Package		Unit	\$110.00	\$0.00
Travel - Mileage		Miles	\$0.65	\$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)] \$39,971.00

NOTES:

1. 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.

2. 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.
 3. Anticipated salary increases calculation (page 2) must accompany.
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EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Rincon Consultants, Inc. Contract No. _____ Date 8/9/2023

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	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$10,685.29	230	=	\$46.46	Year 1 Avg Hourly Rate

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	\$46.46	+	3%	=	\$47.85	Year 2 Avg Hourly Rate
Year 2	\$47.85	+	3%	=	\$49.29	Year 3 Avg Hourly Rate
Year 3	\$49.29	+	3%	=	\$50.77	Year 4 Avg Hourly Rate
Year 4	\$50.77	+	3%	=	\$52.29	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%	*	230.0	=	230.0	Estimated Hours Year 1
Year 2		*	230.0	=	0.0	Estimated Hours Year 2
Year 3		*	230.0	=	0.0	Estimated Hours Year 3
Year 4		*	230.0	=	0.0	Estimated Hours Year 4
Year 5		*	230.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	230.0	

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	\$46.46	*	230	=	\$10,685.29	Estimated Hours Year 1
Year 2	\$47.85	*	0	=	0	Estimated Hours Year 2
Year 3	\$49.29	*	0	=	0	Estimated Hours Year 3
Year 4	\$50.77	*	0	=	0	Estimated Hours Year 4
Year 5	\$52.29	*	0	=	0	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$10,685.29	
			Direct Labor Subtotal before Escalation	=	\$10,685.29	
			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>Lacrisa Davis</u>	Title*:	<u>CFO</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>8/9/2023</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:

Environmental compliance and public outreach services



Rincon Consultants, Inc.
319 E. Carrillo Street, Suite 105
Santa Barbara, California 93101

August 9, 2023
Rincon Project No: 23-14510

Morgan M. Jones, Engineering Environmental Project Team Leader
Santa Barbara County Public Works
Transportation Division-Engineering Section
123 Anapamu Street
Santa Barbara, California 93101-2026
Via email: mmjones@countyofsb.org

Subject: Proposal to Revise the Area of Potential Effect (APE), Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR), and Historical Resources Evaluation Report (HRER) for the Hollister Avenue – State Street Improvement Project

Dear Ms. Jones:

Rincon Consultants, Inc. (Rincon) is pleased to submit this scope of work and cost estimate to revise the previously completed cultural resource studies for the Hollister Avenue – State Street Improvement Project (Project) in Santa Barbara, California. An Area of Potential Effect (APE) has been previously established for the Project, approved on October 13, 2020, by Leif Kehler, Caltrans Local Assistant and Engineer, and Krisstin Hadick, Caltrans Professionally Qualified Staff (PQS) Principal Investigator/Prehistoric Archaeologist. Rincon understands that the County of Santa Barbara Public Works Division (County) would like additional staging areas investigated for potential use during this project and avoid use of the Cieneguitas/Patera Cemetery (cemetery), where there is potential for unmarked graves to be present. Additionally, Rincon understands that Caltrans has identified the need for a Programmatic Agreement (PA) to phase the project through the Section 106 process of the National Historic Preservation Act given the presence of a known archaeological resources that has not been completely defined.

This proposal includes the delineation of a revised APE (APE will be revised to exclude the cemetery and add additional staging areas outside of the cemetery); an update to the records search with the California Historical Resources Information System (CHRIS); updated Native American and historical group outreach; cultural resources pedestrian surveys, if needed; a task for the amendment of Caltrans-specific reports; assistance in the preparation of the Programmatic Agreement (PA); and project management.

Scope of Work

Task 1 Revised Area of Potential Effect Delineation

Rincon will update the Area of Potential Effects (APE) map, including a delineation of the Area of Direct Impact (ADI) and Area of Indirect Effects. Changes to the APE will entail the exclusion of the cemetery and the addition of a maximum of three staging areas located on paved and/or fill areas. The draft APE map will be submitted to the County and Caltrans for review. Rincon assumes that the Area of Indirect Effects will be limited to the project footprint and that the expanded APE will be limited to the project parcels containing the new staging areas. Rincon assumes that no more than one (1) revision of the APE map will be required based on comments from Caltrans.



Task 2 Records Search

A records search for this project has not been completed in over five years. Rincon understands that the State Historic Preservice Office (SHPO) may require an updated records search for the entire APE. Using the updated project footprint, Rincon will conduct a CHRIS records search with the Central Coast Information Center (CCIC). The search will include the entire APE plus a 0.5-mile buffer. Rincon assumes the direct expense for the records search will not exceed \$1,000.

Task 3 Sacred Lands File Search

Upon the approval of the revised APE map, Rincon will request an updated Sacred Lands File search from the Native American Heritage Commission. This task does not include formal or informal outreach with contacts listed by the NAHC. Rincon assumes the County and/or Caltrans will perform any necessary consultation efforts consistent with the guidance previously provided on this project by the Caltrans Cultural Studies Office (CSO). Rincon will request the results of any completed consultation efforts to include in the updated Archaeological Survey Report (ASR) and Historic Properties survey Report (HPSR).

Task 4 Historical Group Outreach

Rincon will initiate consultation with individuals and organizations that may have knowledge of, or concerns with, historic properties in the area. Consultation will include inquiries to local governments and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the project area. As many as two telephone calls will be made to each of the groups to document “good-faith” efforts of follow-up. The results of coordination with historical groups will be included in the amended HPSR.

Task 5 Cultural Resources Pedestrian Survey

Rincon will conduct a pedestrian survey of any new areas that were not previously surveyed as part of the 2020 study. Rincon assumes that the additional portions of the APE for new staging areas will constitute no more than approximately 7.5 acres. The field effort will consist of a pedestrian survey under the direction of an archaeologist who meets the Secretary of the Interior’s *Professional Qualification Standards* for prehistoric and historic archaeology. A Rincon cultural resources specialist will conduct a pedestrian survey using transects spaced at maximum intervals of 15 meters over all exposed ground surface within the newly identified staging areas. Transect accuracy will be maintained through use of a hand-held global positioning system (GPS) unit. Rincon assumes that the pedestrian survey will be completed within one 8-hour field day. It is assumed that access will be granted upon Notice-to-Proceed and that there will be no access issues, safety issues, or weather-related events that may cause delays or the need for remobilization of staff. No cultural resources will be identified within or adjacent to the newly added areas of the APE.

Task 6 Amendment to Cultural Resources Reporting and Finding of Effect

Upon approval of the revised APE map, receipt of the records search results, completion of Native American and historical groups consultation, and completion of the field survey, Rincon will complete amendments to the Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER), Archaeological Survey Report (ASR), and the Finding of Effect (FOE). The existing HPSR, HRER, ASR, and FOE will be updated with the results of the new survey areas and consultation results. The amended reports will include maps depicting the area surveyed for cultural resources. All reporting will be considered confidential. The amended reports will be submitted to the County and Caltrans for



review. Rincon assumes that two (2) rounds of consolidated comments from the County and Caltrans will be required. Upon finalization of the cultural resources reports, all reports will be filed with the appropriate CHRIS Information Center.

Task 7 Programmatic Agreement

Caltrans District 5 has indicated that a PA will be needed to phase the project's Section 106 compliance. Rincon has been requested to assist in the development of the PA. Under this scope, Rincon assumes up to 5 meetings with Caltrans, County, and Rincon senior staff will be needed for the draft PA. Rincon assumes an example or template of a Phased PA will be provided by Caltrans to serve as the basis for the PA development. This task includes a draft delivered digitally as Microsoft Word document. Rincon assumes up to three rounds of comments from the County of Santa Barbara and Caltrans combined. Rincon assumes the final PA will be prepared by Caltrans and submitted to the SHPO by Caltrans without assistance from Rincon.

Task 8 Project Management

This task involves our internal quality control procedures, which include Senior and Principal review of all submittals prepared under this work program. As a routine management task, we will also provide regular progress reports with regard to the work scope and the budget. In addition, this task includes up to five (5) one-hour meetings with the client with two Rincon staff in attendance to discuss the APE delineation, comments on reporting, or the drafting and finalization of the PA. All clerical work and production of all submittals as well as highly responsive client coordination is included in this task. Exclusive of meetings, our project management costs are estimated to be **15% of the total budget**.

Rincon will complete this work on a time and materials basis. The cost for this proposal will be submitted on a separate 10-H form sent directly to the County. This proposal and cost estimate will remain in effect for up to 30 days.

Rincon is committed to providing excellent environmental services. Please do not hesitate to call (760-517-9141) or email if you have any questions regarding this letter or any other matters related to our services. Thank you for the opportunity to assist you with these projects.

Sincerely,
Rincon Consultants, Inc.

Cameron Felt
Cultural Resources Project Manager

Christopher Duran
Cultural Resources Principal

Shannon Carmack
Cultural Resources Principal