

SECOND AMENDMENT TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
CONTRACT # BC 17231

THIS AMENDMENT (“Second Amendment”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and MNS Engineers, Inc., having its principal place of business 301 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 91103 (“CONTRACTOR”) (hereinafter collectively, the “Parties”).

WHEREAS, the Parties entered into an Agreement for Services of Independent Contractor signed into effect on December 12, 2016 (“Agreement”) for engineering consulting services; and

WHEREAS, the base term of the Agreement was originally set to end on December 12, 2018, and was extended until December 12, 2020 by Amendment No. 1; and

WHEREAS, the base Agreement has a not to exceed amount of up to \$100,000; and

WHEREAS, during the execution of the Plans, Specifications, & Estimate (PS&E) phase of the Santa Clause Lane Streetscape Improvements Project, additional engineering consultant tasks are required for several design elements for the project to be completed and ready for construction bid advertisement. These engineering consultant needs include the need for additional topological survey, additional right of way survey and exhibits for proposed right of way acquisitions and modification of sphere of influence maps, geotechnical subsurface exploration and geotechnical report, and engineering design of proposed retaining walls. These additional efforts are required in order to respond to the needs of the project and satisfy right of way and utility coordination requirements to properly design the project to be responsive to the needs of the public; and

WHEREAS, the changes will increase the amount of the Agreement by an estimated \$168,844 to complete the PS&E package and complete right of way and utility coordination; and

WHEREAS the changes will extend the term of the Agreement through December 12, 2021; and

WHEREAS, the Parties desire to amend the Agreement in accordance with Section 25 to add 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:

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

CONTRACTOR shall commence performance on Tuesday, December 13, 2016 and end performance upon completion, but no later than Sunday, December 12, 2021 unless otherwise directed by COUNTY or unless earlier terminated.

2. Agreement Section 33 is added:

IMMATERIAL AMENDMENTS

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, in accordance with Section 25 and upon review and concurrence by legal counsel.

3. 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:

CONTRACTOR's proposal dated August 27, 2020, which is attached hereto as Attachment A-1 and incorporated herein by reference; and

4. Paragraph "A" of Exhibit "B" (Payment Arrangements) in the Agreement is deleted in its entirety and replaced with the following:

A. The total amount payable by COUNTY for services rendered under this Agreement and any Amendments, including the fixed fee, shall not exceed \$268,844.

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

[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:

County of Santa Barbara:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila de la Guerra
Deputy Clerk

By: Gregg Hart
Gregg Hart, Chair
Board of Supervisors

Date: 10-13-20

**RECOMMENDED FOR APPROVAL:
Public Works**

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

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: Brian Pettit
Brian Pettit (Sep 15, 2020 10:22 PDT)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Juan Izquierdo
Juan Izquierdo (Sep 15, 2020 10:27 PDT)
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager


By: Ray Aromatorio

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:

MNS Engineers, Inc.

By:



Authorized Representative

Name: Shawn Kowalewski

Title: Vice-President