

SECOND AMENDMENT TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
FLORADALE AVENUE BRIDGE NO. 51C-0006 REPLACEMENT PROJECT
PROJECT 862032 - CONTRACT # BC 18100

THIS AMENDMENT ("Second Amendment") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Cornerstone Structural Engineering Group, Inc., having its principal place of business 986 West Alluvial Avenue, Suite 201, Fresno, CA 93711 ("CONTRACTOR") (hereinafter collectively, the "Parties").

WHEREAS, the Parties entered into an Agreement for Services of Independent Contractor signed into effect on July 25, 2017 ("Agreement") in connection with the Floradale Avenue Bridge No. 51C-0371 Project; and

WHEREAS, the base Agreement amount is up to \$843,100 with a contingency of \$84,310 for a total contract amount not to exceed of \$927,410. Expenditure of up to the contingency amount may be authorized by the Public Works Director or designee; and

WHEREAS, during the execution of the Plans, Specifications, & Estimate (PS&E) phase additional effort is required for several design elements as the project progressed. This included the need for additional topological survey, additional subsurface exploration, additional design tasks to respond to comments and direction from the Caltrans local assistance structure representative, the additional of decorative art pilasters, revisions to the design speed and associated geometrics, and the additional length of time required for utility coordination. 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, additional effort is also required to convert the PS&E package to the 2018 Standards as mandated by Caltrans; and

WHEREAS, the changes will increase the amount of the Agreement by an estimated \$149,170 to complete the PS&E package and complete utility relocation coordination; and

WHEREAS, the Parties desire to amend the Agreement in accordance with Section 35 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 36 is deleted in its entirety and replaced with:

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 35 and upon review and concurrence by legal counsel.

2. 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:

- A. CONTRACTOR's proposal dated June 23, 2017, which is attached hereto and incorporated herein by reference; and
- B. CONTRACTOR's supplemental proposal titled "Request for Additional Engineering Services" dated September 9, 2019, which is attached hereto and incorporated herein by reference.

See Attachment A-1 for agreed upon statement of work and Attachment A-2 for additional engineering services to be performed as a result of Amendment No. 2.

3. Paragraph "H" 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 including the fixed fee shall not exceed \$1,076,580.

4. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
5. **Ratifications.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Amendment No. 1. The terms and provisions of the Agreement and Amendment No. 1, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

[SIGNATURES ON FOLLOWING PAGES]

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:

Cornerstone Structural Engineering
Group, Inc.

By: 
Authorized Representative

Name: Todd M. Goolkasian

Title: Principal-In-Charge

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By: 
Authorized Representative

Name: Todd M. Goolkasian

Title: Principal-In-Charge

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:

Mona Miyasato
County Executive Officer
Clerk of the Board

County of Santa Barbara:

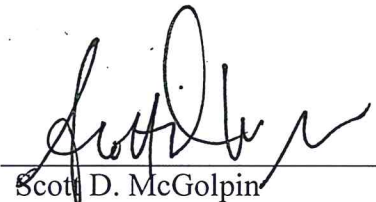
By: _____
Deputy Clerk

By: _____
Steve Lavagnino, Chair
Board of Supervisors

Date: _____

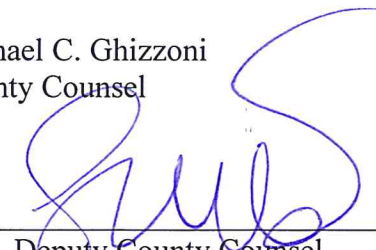
**RECOMMENDED FOR
APPROVAL:**

Public Works

By:  _____
Scott D. McGolpin
Director of Public Works

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By:  _____
Deputy County Counsel

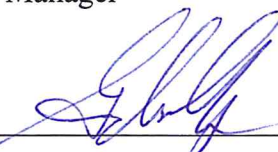
**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By:  _____