

ATTACHMENT A

AMENDMENT NO. 3

to
AGREEMENT
between

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
and
MNS ENGINEERS

The Agreement (hereinafter AGREEMENT) made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter "SBCAG") and MNS ENGINEERS (hereafter "CONTRACTOR") having its principal place of business at 201 N. Calle Cesar Chavez, Santa Barbara, CA 93103 and collectively referred to as the "PARTIES" and fully executed on August 27, 2015, is hereby amended ("AMENDMENT NO. 3") as follows:

1. Section 1 "Designated Representatives" is deleted and replaced in its entirety as follows:

Fred Luna shall be the representative assigned by SBCAG to administer the AGREEMENT on behalf of SBCAG. **Mark Reinhardt** shall be the authorized representative of CONTRACTOR. Changes in the designated representatives shall be made only after advance written notice to the other party.

	CONTRACTOR	SBCAG
Representative:	Mark Reinhardt	Fred Luna
Telephone:	(805) 456-3535	805-961-8926
Email:	mreinhardt@mnsengineers.com	fluna@sbcag.org

2. Section 2 "Notices" is deleted and replaced in its entirety as follows:

	CONTRACTOR	SBCAG
Mailing Address	MNS ENGINEERS 201 N. Calle Cesar Chavez, Santa Barbara, CA 93103 Attention: Mark Reinhardt	Santa Barbara County Association of Govts 260 North San Antonio Road Suite B Santa Barbara, CA 93110-1315 Attention: Fred Luna, Deputy Corridor Manager
Telephone	(323) 484-5737	805-961-8900
Contract Officer	Mark Reinhardt	Marjie Kirn
Title	Vice President	Executive Director

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. Section 4 "Term" subsection "a" is deleted and replaced in its entirety with:

a. CONTRACTOR shall commence performance after this AGREEMENT has been executed and notice to proceed has been issued to CONTRACTOR by SBCAG. All work described herein shall be completed within the time period of August 27, 2015 through **June 30, 2023** and according to the schedule specified in Exhibit A, unless otherwise directed by SBCAG or unless earlier terminated.

4. Exhibit A "Scope of Services" the first paragraph is deleted and replaced in its entirety with:

CONTRACTOR agrees to perform the scope of services generally outlined below upon execution of this AGREEMENT. The period of performance for the scope of services shall continue through **June 30, 2023**. The scope of services will be implemented via written "Task Orders" to this AGREEMENT which will be individually authorized by the Executive Director **and are incorporated herein by reference**. CONTRACTOR shall not, and is not authorized, to commence performance or proceed unless a Task Order has issued. Notwithstanding the foregoing, CONTRACTOR is not authorized to exceed the Scope of Services herein.

5. Exhibit A4 "Scope of Services – Task Order No. 4" is added to the AGREEMENT as attached hereto.

6. Exhibit B "Agreement Cost & Payment Arrangements" Section A is deleted and replaced in its entirety as follows:

For CONTRACTOR services to be rendered under this AGREEMENT, CONTRACTOR shall be paid a total AGREEMENT amount, including cost reimbursements, up to and not to exceed **\$375,000**.

7. Exhibit B "Agreement Cost & Payment Arrangements" Section F is deleted and replaced in its entirety as follows:

The table below summarizes funding allocation, funding authorization, and approved task orders, including TASK ORDER NO. 4

Agreement	Authorization Date	Amount Allocated	Exhibit B, Section A Agreement Amount Running Total Not to Exceed
Master Agreement	6/27/2015	\$250,000	\$250,000
Amendment No. 1	5/27/2017	\$0	\$250,000
Amendment No. 2	7/9/2018	\$0	\$250,000
Amendment No. 3	TBD	\$125,000	\$375,000

Task Orders (TO)	Date	Agreement Amount Balance (A)	Amendment (B)	TO Amount (C)	Unused Agreement Amount (D) = (A)+(B)-(C)	TO Amount Remaining Unused (E)	Agreement Running Total Not to Exceed (F) = (D) + (E)
TO No. 1	6/27/2017	\$250,000	\$0	\$141,090	\$108,910	\$67,460	\$176,370
TO No. 2	7/1/2018	\$176,370	\$0	\$141,890	\$34,480	\$55,731	\$90,211
TO No. 3	7/1/2019	\$90,211	\$0	\$90,211	\$0	\$0	\$0
TO No. 4	7/1/2019	\$0	\$125,000	\$125,000	\$0	\$125,000	\$125,000

8. Exhibit B4 "Detailed Budget of Hours and Cost – Task Order No. 4" is added to the AGREEMENT as attached hereto.
9. **Counterparts.** This Amendment No. 3 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
10. **Ratifications.** The terms and provisions set forth in this Amendment No. 3 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, Amendment No. 1, and Amendment No. 2. The terms and provisions of the Agreement, Amendment No. 1, and Amendment No. 2, except as expressly modified and superseded by this Amendment No. 3, 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 page.)

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

CONTRACTOR

**SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS**

By: _____
Mark Reinhardt
Vice President

By: _____
Alice Patino
Chair, Board of Directors

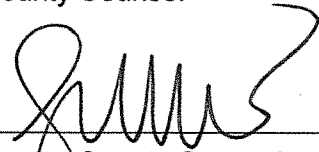
Date: _____

Date: _____

Attest:
Marjie Kirn
Executive Director
Clerk of the Board

By: _____

Approved as To Form:
Michael C. Ghizzoni
County Counsel

By: 

Deputy County Counsel

**Exhibit A4: Scope of Services
Task Order No. 4**

CONTRACTOR agrees to perform the scope of services outlined in this Exhibit A4, Task Order No. 4, pursuant to this AGREEMENT. The period of performance for Task Order No. 4 shall continue through **June 30, 2023**, unless otherwise extended by mutual agreement in writing or earlier terminated.

Task	Scope of Services
1	Utility Coordination
	1. Coordination with Caltrans Utility Coordination Representatives.
	2. Attend 101 Corridor Coordination Meetings with Consultants and Caltrans Design Teams and Project Management. Prepare meeting notes and maintain action item log and schedule as required.
	3. Develop corridor wide utility coordination consistency guidance and assist design teams with Longitudinal Encroachment Approvals.
	4. Review utility relocation cost estimates from design teams.
2	<i>Products and Deliverables</i>
	1. <i>Utility Relocation Cost Estimates</i>
	2. <i>Minutes from Utility Workshop and Other meetings</i>
	3. <i>Conflict Letters to Utility Companies</i>
	4. <i>Utility Agreement Coordination</i>
	Railroad Coordination
2	1. Attendance at project team meetings.
	2. Railroad and Caltrans Project Coordination.
	3. Railroad Right of Way Coordination.
	4. Project Design Plan Review.
	5. Corridor-wide Railroad Coordination.
	<i>Products and Deliverables</i>
3	Local Project Survey Support – Summerland/Padaro Coastal Access Projects
3	1. Aerial Photography Set Up and Flight
	2. Ortho Photogrammetry
	3. Ground based topography
	<i>Products and Deliverables</i>
	1. <i>Survey files to County</i>

**Exhibit B4: Detailed Budget Hours and Cost
Task Order No. 4**

The not to exceed budget for CONTRACTOR to complete TASK ORDER NO. 4 is described below:

Task	Description	Budget	Labor	Direct Expenses
1	Utility Coordination	\$20,000	\$19,500	\$500
2	Railroad Coordination	\$30,000	\$29,000	\$1,000
3	Local Project Survey Support	\$75,000	\$75,000	
Total Task Order No. 3		\$125,000	\$123,500	\$1,500