

Reviewed by: Chuong Truong

Date: October 7, 2020

ODIA

05-SB-10-3.7/3.9

Project NO. 0518000080

EA 05-1J850

Agreement 05-0343 A-2

## AMENDMENT NO. 2 TO AGREEMENT 05-0343

This Amendment No. 2 (AMENDMENT 2) to Agreement 05-0343 (AGREEMENT), effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS, a public corporation/entity, referred to hereinafter as SBCAG.

### RECITALS

1. CALTRANS and SBCAG, collectively referred to as PARTIES, entered into AGREEMENT on 2/27/2019 defining the terms and conditions to reconstruct US 101 ramp intersections to improve operation at Via Real/Santa Monica Avenue ramp, referred to as PROJECT.
2. PARTIES entered into Amendment No. 1 to AGREEMENT (AMENDMENT 1) on 6/26/2019, to amend funds by adding \$379,000 to Measure A and by replacing the FUNDING SUMMARY NO. 1 in its entirety with FUNDING SUMMARY NO. 2.
3. PARTIES now seek to add CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CMGC) languages in Recitals to the AGREEMENT , and CMGC Pre-Construction Services and Independent Cost Estimate will be spent \$15,000 in SB1 LPP and \$15,000 in Local fund as a note under FUNDING SUMMARY NO.3.
4. PARTIES now also seek to correct Invoicing and Payment, specifically for Right-of-Way Support.

**IT IS THEREFORE MUTUALLY AGREED:**

1. Article 5 in the AGREEMENT is replaced in its entirety to read as follows:

The following work associated with this PROJECT has been completed or is in progress:

- CALTRANS is developing the Project Initiation Document.
- CALTRANS selected and entered into a preconstruction services contract with CONSTRUCTION MANAGER on January 11, 2019.

CONSTRUCTION MANAGER/GENERAL CONTRACTOR is the project delivery method in which a construction manager is procured to provide preconstruction services during the design phase of the project and construction services during the construction phase of the project. The contract for construction services may be entered into at the same time as the contract for preconstruction services, or at a later time. The execution of the design and the construction of the project may be in sequential phases or concurrent phases.

The CONSTRUCTION MANAGER/GENERAL CONTRACTOR method provides for reduced overall project costs and/or expedited project completion in a manner that is not achievable through the design-bid-build method. For this reason, PARTIES have agreed to utilize the CONSTRUCTION MANAGER/GENERAL CONTRACTOR method to deliver PROJECT.

2. A revised FUNDING SUMMARY NO. 3 is attached to and made a part of the AGREEMENT. Any reference to the FUNDING SUMMARY NO.2 is deemed to refer to the revised FUNDING SUMMARY NO. 3 attached herein.
3. Article No. 7 under Invoicing and Payment is edited to read as follows:

When a PARTY is reimbursed for actual cost, invoices will be submitted on a quarterly basis for the prior quarter's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will submit a final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

4. Article No. 10 under RIGHT-OF-WAY Support is edited to read as follows:

CALTRANS will invoice SBCAG for a \$40,000 initial deposit after execution of this AGREEMENT. This deposit represents two (2) months' estimated costs Upon receipt of deposit CALTRANS will comment R/W SUPPORT.

Thereafter, CALTRANS will invoice on a quarterly basis and SBCAG will reimburse for actual costs incurred and paid.

5. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
6. This AMENDMENT 2 is deemed to be included and made a part of the AGREEMENT.

## **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

### **SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**

Project Manager: Fred Luna

Phone Number: 805-961-8900

E-mail: [fluna@sbcag.org](mailto:fluna@sbcag.org)

Billing Address: 260 North San Antonio Road, Suite B  
Santa Barbara, CA 93110

### **CALTRANS**

Project Manager: Joseph Arnold

Phone Number: 805-549-3820

E-mail: [joseph.arnold@dot.ca.gov](mailto:joseph.arnold@dot.ca.gov)

**SIGNATURES**

PARTIES are empowered by the law to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT.

This AMENDMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SANTA BARBARA COUNTY  
ASSOCIATION OF GOVERNMENTS**

By: \_\_\_\_\_  
Timothy M. Gubbins  
District Director

By: \_\_\_\_\_  
Greg Hart  
Chair

VERIFIED OF FUNDS & AUTHORITY:

By: \_\_\_\_\_  
Julia Bolger  
District Budget Manager

Attest: \_\_\_\_\_  
Marjie Kim  
Executive Director

APPROVED AS TO FORM:  
Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**FUNDING SUMMARY NO. 03**

<b><u>FUNDING TABLE</u></b> <span style="float: right;">v. 112</span>							
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>	<u>CALTRANS</u>	<u>CALTRANS</u>		
Source	Party	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	Totals
STATE	SBCAG	SB1 LPP	375,000	345,000*	0	484,000	1,204,000
LOCAL	SBCAG	Local Funds	375,000	345,000*	300,000	484,000	1,504,000
Totals			750,000	690,000	300,000	968,000	2,708,000

\* Includes \$15,000 in SB1 LPP and \$15,000 in Local Funds for CMGC Pre-Construction Services and Independent Cost Estimate

**SPENDING TABLE**

Fund Type	PA&ED		PS&E		R/W Support		R/W CAPITAL	Totals
	<u>CALTRANS</u>	SBCAG	<u>CALTRANS</u>	SBCAG	<u>CALTRANS</u>	SBCAG	<u>CALTRANS</u>	
SB1 LPP	375,000	0	345,000*	0	0	0	484,000	1,204,000
Local	375,000	0	345,000*	0	300,000	0	484,000	1,504,000
<b>Totals</b>	750,000	0	690,000	0	300,000	0	968,000	2,708,000

\* Includes \$15,000 of SB1 LPP and \$15,000 in Local Funds for CMGC Pre-Construction Services and Independent Cost Estimate . These funds will be spent proportionately, and the PROJECT overall funding will not be increasing to accommodate the CMGC work.