

AMENDMENT NO. 4
AGREEMENT
between
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
and
POINT C, LLC

The Agreement (hereinafter AGREEMENT) made by and between the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (hereafter "SBCAG") and Point C, LLC (hereafter "CONTRACTOR") having its principal place of business at 120 N. Madison Avenue, Pasadena, CA 91101 and collectively referred to as the "PARTIES" and executed on June 28, 2017, is hereby amended ("AMENDMENT NO. 4") as follows:

1. Article 4a., "TERM" of the AGREEMENT is deleted and replaced in its entirety with:

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 July 1, 2017 through June 30, 2023 and according to the schedule specified in Exhibit A, unless otherwise directed by SBCAG or unless earlier terminated.

2. Exhibit A1.5, "Scope of Services", Task Order No. 5, is added to the AGREEMENT:

CONTRACTOR agrees to perform the scope of services outlined in Exhibit A1.5, Task Order No. 5, pursuant to this AGREEMENT. The period of performance for Task Order No. 5 shall continue through June 30, 2022, unless extended by mutual agreement in writing through a subsequent task order. CONTRACTOR shall:

Task No.	Description of Services
1	<p>BOARD AND AGENCY MEETINGS</p> <ul style="list-style-type: none"> • Participate in presentations to the SBCAG Board, the City and County of Santa Barbara, and planning commissions, as needed. • Participate in Highway 101 segment specific meetings with local agencies, as well as those related to parallel projects, as needed.
2	<p>PROJECT MANAGEMENT</p> <ul style="list-style-type: none"> • Facilitate regular meetings of the corridor management team (CMT), the Executive Steering Committee (ESC), and participate in the Communication Committee meeting, including preparation of agendas, documenting action items and minutes, and follow up on action items as needed. • Maintain, update, and publish the master corridor schedule.

3	<p>CORRIDOR DELIVERY</p> <ul style="list-style-type: none"> ● Support the delivery of the Highway 101 Project including activities related to design, right-of-way, and permitting. ● Support the delivery of parallel an local projects. ● Participate in Construction Manager/ General Contractor (CMGC) preconstruction activities related to cost, funding, design, permitting, and other activities as identified by the CMT. ● Participate in corridor-delivery meetings, including Executive Partnering meetings, Team Partnering meetings, design-related meetings, right-of-way and utility meetings, coastal permitting meetings, and other meetings as needed.
4	<p>STRATEGIC FUNDING</p> <ul style="list-style-type: none"> ● Participate in the development of the funding strategy for the Highway101 Project, including local, State, and Federal funding sources; ● Develop and co-manage the corridor cost and funding workbook with SBCAG and Caltrans. ● Assist the development of applications for State and Federal programs, such as SB 1 Programs, SHOPP, STIP, INFRA, BUILD, including the potential for federal stimulus etc. <ul style="list-style-type: none"> ○ Support development of narrative related to safety, funding, and economics. ○ Support development of benefit cost analysis and safety analysis. ● Participate in funding-related meetings, including SB 1 and other grant funding applications, CTC meetings, and others. ● Assist in developing and obtaining approval of awarded SB 1 programs funding supporting documents, i.e. baseline agreements, project programing requests, etc.
5	<p>FEDERAL HIGHWAY ADMINISTRATION (FHWA)</p> <ul style="list-style-type: none"> ● Facilitate the completion of annual updates to FHWA Major Project documents: <ul style="list-style-type: none"> ○ Assist in updating the Project Management Plan ○ Prepare the annual Financial Plan for Caltrans' and SBCAG's review. Coordinate with Caltrans to submit the plan toFHWA and obtain approval before the September 30, 2021 deadline. ● Provide assistance in obtaining FHWA's approval of CMGC tasks, as required in the approved project oversight agreement.

3. Exhibit B, "Agreement Cost & Payment Arrangements" Section A, is deleted and replaced in its entirety with:

For CONTRACTOR services to be rendered under this AGREEMENT, CONTRACTOR shall be paid a total AGREEMENT amount, including cost reimbursements, up to but not to exceed **\$610,000.**

4. Exhibit B, "Agreement Cost & Payment Arrangements" Section F, is replaced in its entirety with:

F. The summary of CONTRACTOR task orders approved by SBCAG is shown below.

Agreement and Amendments	Authorization Date	Amount Allocated	Exhibit B, Section A, Agreement Amount Running Total Not to Exceed
Master Agreement	6/28/2017	\$225,000	\$225,000
Amendment No. 1	5/22/2019	\$100,000	\$325,000
Amendment No. 2	1/29/2020	\$50,000	\$375,000
Amendment No. 3	05/21/2020	\$115,000	\$490,000
Amendment No. 4	03/18/2021	\$120,000	\$610,000

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	6/28/2017	\$225,000	\$0	\$137,200	\$87,800	\$0	\$87,800
TO No. 2	5/25/2018	\$87,800	\$0	\$87,800	\$0	\$0	\$0
TO No. 3	5/22/2019	\$0	\$100,000	\$91,325	\$8,675	\$0	\$8,675
TO No. 3 Supp. No. 1	1/29/2020	\$8,675	\$50,000	\$41,125	\$17,550	\$0	\$17,550
TO No. 4	5/21/2020	\$17,550	\$115,000	\$125,375	\$7,175	\$0	\$7,175
TO No. 5	3/18/2021	\$7,175	\$120,000	\$120,000	\$7,175	\$0	\$7,175

5. Exhibit B1.5, "Detailed Budget, Task Order No. 5, April 1, 2021 to June 30, 2022" is added to the AGREEMENT:

**Exhibit B1.5 Detailed Budget Task Order No. 5
April 1, 2021 to June 30, 2022**

TASK and DESCRIPTION		BUDGET
1	Board and Agency Meetings	\$2,750
2	Project Management	\$29,875
3	Corridor Delivery	\$19,750
4	Strategic Funding	\$51,250
5	FHWA Coordination	\$14,375
TOTAL PROFESSIONAL SERVICES BUDGET		\$118,000

	EXPENSES	\$2,000
	TOTAL BUDGET	\$120,000

- 6. Ratifications.** The terms and provisions set forth in AMENDMENT NO. 4 shall modify and supersede all inconsistent terms and provisions set forth in the AGREEMENT, AMENDMENT NO. 1, AMENDMENT NO. 2., and AMENDMENT NO. 3. The terms and provisions of the AGREEMENT, AMENDMENT NO. 1, AMENDMENT NO. 2, and AMENDMENT NO. 3 except as expressly modified and superseded by this AMENDMENT NO. 4, 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.
- 7. Counterparts.** AMENDMENT NO. 4 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 4 to be effective on the date when fully executed by both parties.

CONTRACTOR

**SANTA BARBARA
COUNTY ASSOCIATION OF
GOVERNMENTS**

By: _____

Tony Harris
Managing Partner, Point C, LLC

By: _____

Holly Sierra
Chair, Board of Directors

Date: _____

Date: _____

ATTEST:

By: _____

Marjie Kirn
Executive Director

Approved as To Form:

Michael C. Ghizzoni
County Counsel

By: _____


Deputy County Counsel