

## AMENDMENT NO. 1 TO AGREEMENT 05-0361

This Amendment No. 1 (AMENDMENT) to Agreement 05-0361 (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 March 20, 2020, defining the terms and conditions *to construct a bikeway connection between Santa Claus Lane in the County of Santa Barbara and Carpinteria Avenue in the City of Carpinteria along the south bound lanes of Highway 101*, referred to as PROJECT.
2. The AGREEMENT established SBCAG would be responsible for Award and Advertise activities.
3. PARTIES now seek CALTRANS will be responsible for Award and Advertise activities and SBCAG will reimburse CALTRANS for this WORK.

### IT IS THEREFORE MUTUALLY AGREED:

1. Article 34a is added to the AGREEMENT to read as follows:

PARTIES acknowledge that the activities Final District PS&E Package (255.20) and Contract Bid Documents "Ready to List" (260) will be performed by CALTRANS. Because CALTRANS is anticipated to perform the advertisement, award, and administration (AAA) of the construction contract, the PS&E package must be reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement.

SBCAG will ensure that any consultant involved in the preparation of the PS&E package will remain available to address comments and design changes generated during the performance of the Final District PS&E Package, Contract Bid Document "Ready to List", and CONSTRUCTION component activities.

2. Article 32 in the AGREEMENT is replaced in its entirety to read as follows:

CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No
255.20 Final PS&E Package	Yes
260 Contract Bid Document Ready to List	Yes
265 Awarded and Approved Construction Contract	Yes
CMGC Reimbursement \$106,500	Yes

3. A revised FUNDING SUMMARY is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY attached herein.
4. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
5. This AMENDMENT 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

Fred Luna, Deputy Corridor Manager  
260 North San Antonio Road, Suite B  
Santa Barbara, CA 93110  
Office Phone: 805-961-8900

### CALTRANS

Joseph Arnold, Project Manager  
50 Higuera Street  
San Luis Obispo, CA 93401  
Office Phone: 805-549-3820  
Email: [joseph.arnold@dot.ca.gov](mailto:joseph.arnold@dot.ca.gov)

**SIGNATURES**

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

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: \_\_\_\_\_  
Holly Sierra  
Chair

VERIFIED OF FUNDS & AUTHORITY:

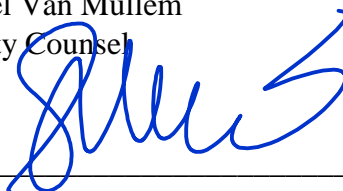
By: \_\_\_\_\_  
Cheryl Berry  
District Budget Manager

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

APPROVED AS TO FORM &  
PROCEDURE:

APPROVED AS TO FORM:  
Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Attorney  
Department of Transportation

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

CERTIFIED AS TO FINANCIAL  
TERMS & POLICIES:

By: \_\_\_\_\_  
Gina Schumacher  
HQ Accounting Supervisor

**AMENDMENT NO. 01**

**FUNDING SUMMARY NO. 02**

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 01 in its entirety with Funding Summary No. 02.
2. Funding Summary No. 2 is being adjusted to reflect the additional \$100,000 necessary for AA (Award and Advertise) Activities from Local funds.

<b><u>FUNDING TABLE</u></b> <span style="float: right;">v. 12</span>						
<b><u>IMPLEMENTING AGENCY</u></b> →			<b><u>SBCAG</u></b>	<b><u>SBCAG</u></b>		<b>Totals</b>
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>PS&amp;E</b>	<b>R/W SUPPORT</b>	<b>R/W CAPITAL</b>	
STATE	SBCAG	SB1 LPP	250,000	100,000	60,000	410,000
LOCAL	SBCAG	Local	345,100	108,000	60,000	513,100
LOCAL	SBCAG	Local	106,500 <sup>A</sup>	0	0	106,500
LOCAL	SBCAG	Local	100,000 <sup>B</sup>	0	0	100,000
<b>Totals</b>			<b>801,600</b>	<b>208,000</b>	<b>120,000</b>	<b>1,129,600</b>

<sup>A</sup>Includes \$106,500 of Local Funds for CMGC/ICE Pre-Construction Services

<sup>B</sup>Includes \$100,000 of Local Funds for AA Activities

The Funding Table shows the funding that a PARTY will provide for the PROJECT COMPONENTS.

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<u>SPENDING SUMMARY</u>						
Fund Type	PS&E		R/W Support		R/W CAPITAL	Totals
	CALTRANS	<u>SBCAG</u>	CALTRANS	<u>SBCAG</u>	<u>SBCAG</u>	
SB1 LPP	0	250,000	0	100,000	60,000	410,000
Local	0	345,100	0	108,000	60,000	513,100
Local	106,500 <sup>A</sup>	0	0	0	0	106,500
Local	100,000 <sup>B</sup>	0	0	0	0	100,000
<b>Totals</b>	206,500	595,100	0	208,000	120,000	1,129,600

<sup>A</sup>Includes \$106,500 of Local Funds for CMGC Pre Construction Services

<sup>B</sup>Includes \$100,000 of Local Funds for AA Activities

\*\*CMGC costs will not be considered when determining fund type proportionality for PS&E due to the independent nature of separate scope of service and products. The SBCAG implemented work will spend the fund types in proportion to funding.

**Funding**

3. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

4. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

**ICRP Rate**

5. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

6. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

7. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If SBCAG invoices for rates in excess of CalHR rates, SBCAG will fund the cost difference and reimburse CALTRANS for any overpayment.

8. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the STIP guidelines that require the PARTIES to apportion the project cost increases and savings in the same proportion as the current programmed ratio of funds that are not strictly a one-time only grant. In the alternate, PARTIES may be able to apportion cost increases and savings according to a cost sharing arrangement between the PARTIES that is approved by the CTC.

### **Invoicing and Payment**

9. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SBCAG will pay invoices within five (5) calendar days of receipt of invoice.
10. If SBCAG has received EFT certification from CALTRANS then SBCAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
11. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month'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 invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.



12. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCAG will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
13. If CALTRANS reimburses SBCAG for any costs later determined to be unallowable, SBCAG will reimburse those funds.

Plans, Specifications, and Estimate (PS&E)

14. CALTRANS will invoice SBCAG for a \$10,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PS&E expenditures. This deposit represents two (2) months'

Thereafter, PARTIES will invoice and reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Support

15. SBCAG will invoice and CALTRANS will reimburse for actual costs incurred and paid.

RIGHT-OF-WAY Capital

16. SBCAG will invoice and CALTRANS will reimburse for actual costs incurred and paid.