

AMENDMENT NO. 5
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. 5") as follows:

1. Exhibit A1.6, "Scope of Services", Task Order No. 6, is added to the AGREEMENT:

CONTRACTOR agrees to perform the scope of services outlined in Exhibit A1.6, Task Order No. 6, pursuant to this AGREEMENT. The period of performance for Task Order No. 6 shall replace Task Order No. 4 beginning March 1, 2022 and continue through June 30, 2023, 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), Local Projects Delivery team 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 and 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.

Task No.	Description of Services
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, and RAISE, etc. <ul style="list-style-type: none"> ○ Support development of narrative related to safety, funding, freight, and economics. ○ Support development and coordination 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 funding supporting documents, i.e., baseline agreements, project programming 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, as needed ○ Assist and coordinate with FHWA to complete Cost and Schedule Risk Assessment updates, as needed ○ Prepare the annual Financial Plan for Caltrans' and SBCAG's review. Coordinate with Caltrans to submit the plan to FHWA and obtain approval.

2. 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 **\$740,000.**

3. 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

Agreement and Amendments	Authorization Date	Amount Allocated	Exhibit B, Section A, Agreement Amount Running Total Not to Exceed
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
Amendment No. 5	02/17/2022	\$130,000	\$740,000

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
TO No. 6	2/17/2022	\$7,175	\$130,000	\$128,000	\$9,175	\$2,000	\$9,175

4. Exhibit B1.6, "Detailed Budget, Task Order No. 6, March 1, 2022 to June 30, 2023" is added to the AGREEMENT:

**Exhibit B1.6 Detailed Budget Task Order No. 6
March 1, 2022 to June 30, 2023**

TASK and DESCRIPTION		BUDGET
1	Board and Agency Meetings	\$2,750
2	Project Management	\$41,250
3	Corridor Delivery	\$24,000
4	Strategic Funding	\$38,000
5	FHWA Coordination	\$20,000
	TOTAL PROFESSIONAL SERVICES BUDGET	\$126,000
	EXPENSES	\$2,000
	TOTAL BUDGET	\$128,000

5. Ratifications. The terms and provisions set forth in AMENDMENT NO. 5 shall modify

and supersede all inconsistent terms and provisions set forth in the AGREEMENT, AMENDMENT NO. 1, AMENDMENT NO. 2., AMENDMENT NO. 3, and AMENDMENT NO. 4. The terms and provisions of the AGREEMENT, AMENDMENT NO. 1, AMENDMENT NO. 2, AMENDMENT NO. 3, and AMENDMENT NO. 4, except as expressly modified and superseded by this AMENDMENT NO. 5, 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.

6. **Counterparts.** AMENDMENT NO. 5 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 5 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: _____

Das Williams
Chair, Board of Directors

Date: _____

Date: _____

ATTEST:

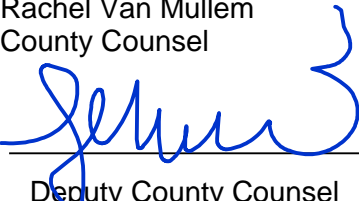
By: _____

Marjie Kirn
Executive Director

Approved as To Form:

Rachel Van Mullem
County Counsel

By: _____


Deputy County Counsel