

**AMENDMENT NO. 2**  
**to**  
**AGREEMENT**  
**between**  
**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**  
**and**  
**MNS ENGINEERS AS IT RELATES TO THE SANTA CLAUS LANE CLASS I BIKEWAY PROJECT**

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 March 20, 2020, is hereby amended (“AMENDMENT NO. 2”) as follows:

1. **Section 4 “Term” subsection “a”** is deleted and replaced in its entirety as follows:
  - 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 no later than June 30, 2025, unless otherwise directed by SBCAG or unless earlier terminated and according to the schedule specified in Exhibit A.

2. **Exhibit A “Scope of Services” first paragraph** is deleted and replaced in its entirety as follows:

CONTRACTOR agrees to perform the scope of services generally described below. The period of performance for the scope of services shall continue through **June 30, 2025**. The scope of services will be implemented via "Task Orders" to this AGREEMENT which will be individually authorized by the Executive Director and shall be incorporated herein by reference herein. CONTRACTOR shall not, and is not authorized, to commence performance or proceed unless a Task Order has been issued. Notwithstanding the foregoing, CONTRACTOR is not authorized to exceed the Scope of Services herein.

3. **Exhibit A1.3 “Scope of Services – Task Order No. 3”** is added to the AGREEMENT as attached hereto and incorporated herein by reference.

4. **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 **\$1,523,100**.

5. **Exhibit B “Agreement Cost & Payment Arrangements” Section F** is deleted and replaced in its entirety as follows:

The tables below summarize funding allocation, funding authorization, and approved task orders, including TASK ORDER NO. 3

Agreement	Authorization Date	Amount Allocated	Exhibit B, Section A Agreement Amount Running Total Not to Exceed
Master Agreement	2/20/2020	\$803,100	\$803,100
Amendment No. 1	9/16/2021	\$280,000	\$1,083,100
Amendment No. 2	7/21/2022	\$440,000	\$1,523,100

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	2/20/2020	\$803,100	\$0	\$765,400	\$37,700	\$37,700	\$37,700
TO No. 2	9/16/2021	\$37,700	\$280,000	\$277,086	\$40,614	\$2,914	\$43,528
TO No. 3	7/21/2022	\$43,528	\$440,000	\$470,156	\$13,372	\$0	\$13,372

6. **Exhibit B1.3 “Detailed Budget of Hours and Cost – Task Order No. 3”** is added to the AGREEMENT as attached hereto and incorporated herein by reference.
7. **Counterparts.** This AMENDMENT NO. 2 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
8. **Ratifications.** The terms and provisions set forth in this AMENDMENT NO. 2 shall modify and supersede all inconsistent terms and provisions set forth in the AGREEMENT and AMENDMENT NO. 1. The terms and provisions of the AGREEMENT and AMENDMENT NO. 1, except as expressly modified and superseded by this AMENDMENT NO. 2, 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.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 2 to be effective on the date when fully executed by both parties.

**CONTRACTOR**

**SANTA BARBARA COUNTY  
ASSOCIATION OF GOVERNMENTS**

By: \_\_\_\_\_  
Shawn Kowalewski  
Vice President

By: \_\_\_\_\_  
Das Williams  
Chair, Board of Directors

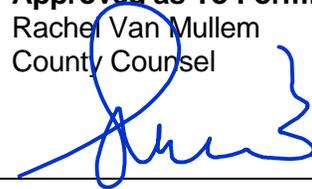
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**  
Marjie Kim  
Executive Director  
Clerk of the Board

By: \_\_\_\_\_

**Approved as To Form:**  
Rachel Van Mullem  
County Counsel

By:   
Senior Deputy County Counsel

**Exhibit A1.3: Scope of Services  
Task Order No. 3**

CONTRACTOR agrees to perform the scope of services outlined in this Exhibit A1.3, Task Order No. 3, pursuant to this AGREEMENT. The period of performance for Task Order No. 3 shall continue through **June 30, 2025**, unless otherwise extended by mutual agreement in writing or earlier terminated.

This scope of services is based upon the assumption that the project will be developed as a “standalone” package that will undergo the Caltrans Office Engineer (OE) Advertisement and Award process for Construction Manager - General Contractor (CMGC) projects.

In general, deliverables will be provided in electronic format (MS Word, MS Excel, Adobe Acrobat, or Autodesk AutoCAD) and up to 6 hardcopies, unless otherwise noted.

CONTRACTOR scope of services shall include:

**1. Project Meetings and Agency Coordination**

CONTRACTOR will provide additional project management and agency coordination necessary for the changes in the project scope.

**2. Quality Assurance and Control**

CONTRACTOR will be responsible for providing quality control throughout the project. CONTRACTOR will develop and maintain a Quality Assurance Plan (QAP) during the life of the project to ensure that the QAP process are adhered to by the CONTRACTOR's team.

**3. Coastal Development Permit**

As the Lead Agency, Caltrans, will need a Coastal Development Permit (CDP). The project area extends across two local agency jurisdictions, including the City of Carpinteria (City) and the County of Santa Barbara (County). Based on meetings held with Caltrans, CONTRACTOR is aware of that a small portion of the project area is considered California Coastal Commission (CCC) Original Jurisdiction. For that reason, it is likely that the City and County will agree to allow consolidation of the Coastal Development Permit (CDP) process so that only one permit is required by the CCC for the entire project. In order to obtain approval from the City and County to process a consolidated CDP, CONTRACTOR will coordinate with both agencies to obtain approval letters. CONTRACTOR will also coordinate, as needed, with the CCC to confirm that a consolidated CDP will be appropriate for the bike path project. Any preliminary application meetings required for permitting are described under herein.

Once the consolidated CDP has been approved by all agencies, CONTRACTOR will prepare a coastal consistency matrix; the matrix will evaluate the project's consistency with the California Coastal Act, including all language agreed upon during the local agency's Local Coastal Program amendments. CONTRACTOR will prepare a CDP application, on behalf of Caltrans, for the CCC. The application will include all required information and attachments, including 65% project design plans, CEQA documents, environmental technical studies, existing visual simulations, additional visual simulations prepared by others, and mailing lists and postage-paid envelopes. During the CDP process, CONTRACTOR will communicate as needed with the CCC to respond to questions and/or comments related to the application. CONTRACTOR will coordinate with the project team as necessary to provide any supplemental information required for application completeness.

Once the CDP application has been determined complete by the CCC, CONTRACTOR will provide additional support prior to the public hearing, including staff report review, comment letter review and responses, Conditions of Approval reviews, and the like. CONTRACTOR will attend the public hearing for CDP approval and will present to the CCC as necessary to gain permit approval.

#### **4. Coastal Permit Meetings and Agency Coordination**

Original scope included preparing a single CDP application for the CCC; however, it has since been determined that two CDPs would be processed (one for the City and one for the County). CONTACTOR will prepare a CDP application for each agency, including all required attachments and figures. All plans and renderings required will be prepared by others. CONTRACTOR will coordinate with each permitting agency for approval of the CDP.

##### DELIVERABLES

- Two CDP applications and packages

#### **5. Coastal Development Permit Issuance**

Once the CDP has been approved by the CCC, CONTRACTOR will review all Conditions of Approval that must be met prior to issuance of the CDP. CONTRACTOR will review the 100% submittal package (prepared by others) prior to submittal to the CCC to ensure each Condition related to issuance of the CDP has been met in an effort to expedite issuance of the CDP. Support will include, but not necessarily be limited to, reviewing all plans, specifications, written summaries, and the like for adequacy related to each Condition that must be met.

##### DELIVERABLES

- Review 100% submittal package for CDP consistency

#### **6. Regulatory Permitting**

CONTRACTOR will provide additional support for regulatory permits.

#### **7. Regulatory Permits Meetings and Agency Coordination**

Based on input provided by Caltrans permitting staff regarding processing permit applications for the adjacent 101 PROJECT, CONTRACTOR is aware that several meetings and significant coordination will be required in order to process the permit applications described in the scope of work. CONTRACTOR will attend up to 2 pre-application meetings per agency, up to 4 one-hour PDT meetings, up to 14 hours of coordination with agencies and up to 20 one-hour teleconferences with the CONTRACTOR Project Manager and/or project engineer to discuss project tasks, timing, and status.

##### DELIVERABLES

- Attend meetings and teleconferences.

#### **8. UPRR Coordination**

CONTRACTOR will coordinate with UPRR to obtain the temporary construction easement (TCE). UPRR coordination will address the size of the TCE, activities allowed, and other railroad information required for the project plans (flagging; proximity of construction equipment to railroad tracks and potential to foul). CONTRACTOR anticipates 6 meetings with the UPRR liaison to finalize the TCE agreement package to supplement the TCE appraisal and acquisition tasks, and other RR related project requirements.

CONTRACTOR railroad specialist will support this work.

CONTRACTOR will work directly with UPRR's SBCAG 101 corridor manager, Benesch Inc., and specifically the designated representative for the corridor, Nick Vineyard, or whomever UPRR subsequently assigns for the PROJECT.

## DELIVERABLES

- UPRR meeting agendas and minutes (6 meetings)
- TCE agreement package

### **9. Topographic Survey**

Caltrans 101 PROJECT base mapping will be utilized for the design of the project. CONTRACTOR will perform additional supplemental field topographic survey in areas outside the limits of the Caltrans topographic surveying performed previously. Specifically, CONTRACTOR will survey the portion of the project in the City from the US 101 off-ramp to 100 feet east of Estero Street.

## DELIVERABLES

- Additional supplemental field topographic surveys incorporated into base map

### **10. Right-of-Way Retracement**

The 101 PROJECT right-of-way mapping provided by CALTRANS will be utilized for the design of the PROJEC. CONTRACTOR will review the existing right-of-way and property boundaries provided by Caltrans, including Caltrans retracement survey and right-of-way delineation report along Highway 101. This information will be used to establish the temporary construction easement (TCE) along the adjacent UPRR right-of-way and as a basis for appraisal and acquisition. CONTRACTOR will retrace the portion of Carpinteria Avenue right-of-way from where the Caltrans right-of-way retracement ends near the beginning of the southbound off ramp and up to and include Estero Street.

## DELIVERABLES

- Review comments on the Caltrans draft and final right-of-way reports

### **11. Utility Coordination**

CONTRACTOR will provide additional utility coordination for utilities that are being relocated for the Streetscapes project, but within the limits of the bike path.

### **12. Appraisal Mapping and Descriptions**

CONTRACTOR will identify TCEs required for the project and will prepare the UPRR TCE appraisal mapping to Caltrans standards using the right-of-way data from the retracement maps prepared and provided by Caltrans. The appraisal mapping will show screened topographic information and have tabular data for parcels. Legal descriptions and accompanying exhibits will be prepared to accompany the offer package.

## DELIVERABLES

- Draft and final versions of the appraisal maps, legal description and exhibits

### **13. Temporary Construction Easement Appraisal**

CONTRACTOR will provide appraisal services using Caltrans standards for the one anticipated TCE needed from UPRR. CONTRACTOR will also perform the Caltrans standard acquisition services required for the TCE acquisition up to the point of providing the offer package to UPRR. The offer package consists of: Offer Letter, Grant of Temporary Construction Easement, Summary of Value, Acquisition Brochure, along with any other required by UPRR.

CONTRACTOR package the TCE offer package with the TCE Agreement submittal package and will coordinate with UPRR to satisfy their requirements. SBCAG will complete acquisition of the TCE through

a Board action with CONTRACTOR supporting SBCAG and coordinating with the designated UPRR liaison.

DELIVERABLES

- Appraisal report
- Offer package
- Right-of-way appraisal and acquisition folders and files
- Preliminary Title Reports (two parcels)

**14. Right-of-Way Certification**

CONTRACTOR will prepare the PROJECT right-of-way certification document, including utility certification.

DELIVERABLES

- Draft and final right-of-way certification.

**15. Foundation Report**

CONTRACTOR will address final comments on the Foundation Report.

**16. Project Plans**

CONTRACTOR will prepare the additional plan sheets necessary to complete the package and will address OE and CADD delineation requirements and comments.

**17. General Cross Sections**

CONTRACTOR will prepare the additional cross-sections, alignments and profiles, slope-stake notes (SSNs), and model files for CMGC and Caltrans use.

**18. Special Provisions**

CONTRACTOR will prepare standard special provisions (SSPs) for inclusion within the contract documents. The SSPs will conform to Caltrans 2018 standard specifications and standard plans. It is assumed that SBCAG will advertise and award the project and will provide the general provisions and other boilerplate contract documents. CONTRACTOR will review and update references as appropriate for use of the Caltrans SSPs

CONTRACTOR will coordinate and integrate design-related environmental avoidance, minimization, and mitigation measures into project design plans and contract specifications/special provisions. Specifically, CONTRACTOR will review 65% and 95% design plans and contract specifications/special provisions to ensure all relevant NEPA/CEQA obligations have been adequately incorporated.

DELIVERABLES

- Draft and final versions of the SSPs
- Supporting information concerning environmental commitments for PS&E

**19. Construction Cost Estimate**

CONTRACTOR will prepare a Caltrans Basic Engineering Estimating System (BEES) format itemized engineer's estimate for the 65%, 95% and Final submittals. The unit costs will be determined by reviewing similar recent bid summaries, the most current Caltrans Contract Cost Data book/database, recent unit prices developed for the 101 PROJECT and other sources. Caltrans will enter the estimate into BEES.

## DELIVERABLES

- 65%, 95% and 100% construction cost estimates
- Quantity reconciliation meetings with CMGC (3 meetings)

### **20. Temporary Impacts Restoration/Revegetation Plan**

THE USACE, RWQCB, and CDFW will likely require a plan on the restoration of temporarily impacted areas as part of the permitting package. CONTRACTOR will prepare a Temporary Impacts Restoration and Revegetation Plan detailing the revegetation activities to be completed for the temporary impacts on jurisdictional areas, including wetlands and riparian habitats. The Revegetation Plan will be prepared in accordance with regulatory permit requirements other local plans, and input provided by the California Native Plant Society, as applicable. CONTRACTOR will coordinate as needed with the Caltrans and regulatory agencies for development, review, and approval of the Revegetation Plan.

The Revegetation Plan will outline the proposed restoration methodology, timing, plant palette, success criteria, and monitoring requirements and timing. The Revegetation Plan will include an assessment of existing conditions within the proposed restoration areas; a summary of prior management activities; the qualitative/quantitative monitoring data related to proposed success criteria; any recorded observations or signs of listed or proposed species within proposed restoration areas; and a summary of any problems encountered during management and/or monitoring and remedial measures implemented to correct problems or deficiencies in the restoration plan. CONTRACTOR will coordinate as needed with the Caltrans and the regulatory agencies for development, review, and approval of the Revegetation Plan.

## DELIVERABLES

- Temporary Impacts Restoration and Revegetation Plan

### **21. Encroachment Permits**

CONTRACTOR will prepare encroachment permit applications for construction encroachments in County and City right-of-ways

## DELIVERABLES

- City Public Works encroachment permit application
- County Public Works encroachment permit application.

### **22. Pre-Construction Focused Plant Surveys/Wetland Delineation Verification**

CONTRACTOR will conduct surveys for rare plants and to verify and delineate wetlands prior to construction. Prior to the surveys, CONTRACTOR will update and review available data on biological resources recorded on and within the vicinity of the project site, including all plant and animal species with the potential to be in the area. This review will include a review of the California Natural Diversity Database and the California Native Plant Society. Additionally, CONTRACTOR will request an updated list of protected plant species with the potential to be on the project site from the United States Fish and Wildlife Service. The existing Natural Environmental Study (NES) and NES Addendum will be utilized to the extent feasible, along with other applicable planning documents.

CONTRACTOR will perform focused plant surveys for special-status plants with potential to be in the project area in the season immediately prior to construction. Up to three surveys will be performed during the typical blooming period (April, May, and June), as feasible, to ensure proper identification. CONTRACTOR will summarize the results of the surveys in a memorandum for the project file. In addition, a field survey will be conducted to verify the extent and conditions of the wetlands within the BSA have not changed.

## DELIVERABLES

- Pre-construction survey report (Optional Tasks proposed by Contractor are not included in this TASK ORDER No. 3)

### **23. Design Review Board Support**

CONTRACTOR will support two additional review board meetings.

### **24. Supplemental Project Reports (PR), DSDD Update and ICE Memo**

CONTRACTOR will update the Design Standards Decision Document (DSDD) and Supplemental PR for Caltrans approval. Intersection Control Evaluation memo.

### **25. Caltrans Office Engineer Advise and Award**

CONTRACTOR will respond to comments provided by the OE and resubmit an electronic plan set. CONTRACTOR will convert the electronic plans from AutoCAD to MicroStation for submittal to District OE.

### **26. Mitigation Options Approach**

During the environmental review process for the project, it was determined that construction of the project would permanently impact approximately 0.009 acre of wetlands and 0.581 acre of riparian habitat. The Local Coastal Programs for the County and the City identify a minimum mitigation ratio of 3:1 for impacts on Coastal Commission Wetlands. Therefore, the project will include mitigation for approximately 1.77 acres (0.027 acre of wetlands and 1.74 acres of riparian habitat).

CONTRACTOR will coordinate with SBCAG and Caltrans to determine an off-site mitigation approach. After an approach is identified, CONTRACTOR will research various off-site mitigation opportunities and determined the feasibility of each option. Three mitigation options will be identified that could potentially meet the requirements.

## DELIVERABLES

- Three mitigation options

### **27. Mitigation Options Coordination**

CONTRACTOR will develop two of the three offsite mitigation options. CONTRACTOR will coordinate with the regulatory permitting agencies to obtain approval of the preferred mitigation option for the project prior to preparing the permit applications.

## DELIVERABLES

- Develop two offsite mitigation options for consideration by regulatory permitting agencies

### **28. Additional Mitigation Plans for Regulatory Permits**

CONTRACTOR will provide additional mitigation plans and support for regulatory permits.

### **29. Tree Protection Plan**

CONTRACTOR will prepare a TPP detailing specific measures to protect trees during construction. CONTRACTOR will conduct tree surveys in the project impact area that include recording the tree species, trunk diameter at breast height (DBH), and GPS location of all live, CDFW jurisdictional trees sized three inches or greater at DBH that are growing within the engineer-provided impact limits. The TPP will include standard measures to be implemented prior to construction or disturbance. The TPP will also address requirements for offsetting or mitigating impacts on protected trees, such as transplanting or planting replacement trees. If requested, CONTRACTOR will create a figure displaying the jurisdictional tree locations within the proposed tree removal limits. CONTRACTOR will provide additional

coordination should CDFW have questions regarding the proposed jurisdictional tree removals. This work will not be performed by a certified arborist.

DELIVERABLES

- Tree Protection Plan

**30. Mitigation Option Meetings**

CONTRACTOR is aware that several meetings and significant coordination will be required with the regulatory agencies to receive approval for the mitigation option. Additional coordination will be required to establish an agreement between the responsible agencies. CONTRACTOR will attend up to two teleconference meetings for per agency, up to 40 hours of coordination with agencies, and up to six one-hour teleconferences with project manager to discuss project tasks, timing, and status with staff during the environmental process.

Combined Off-Site Mitigation Coordination with County

CONTRACTOR has corresponded with the County through phone calls and emails to determine if off-site mitigation efforts can be combined. Additional coordination with the County, Caltrans, SBCAG, and the regulatory agencies will be required to develop a joint off-site mitigation plan. CONTRACTOR will attend up to five one-hour mitigation coordination meetings with the County and up to 16 hours of coordination with agencies.

DELIVERABLES

- Attendance at coordination meetings

**New Tasks**

**31. Design Support During Construction (DSDC)**

CONTRACTOR will provide design support on a time and materials basis as requested during construction including:

- Review and respond to requests for information (RFIs).
- Submittal review.
- Change order review and analysis, and documentation preparation.
- Attendance at meetings.
- Continued utility and agency coordination.

[This area left blank intentionally.]

### Exhibit B1.3: Detailed Budget of Hours & Cost Task Order No. 3

Task Descriptions	MNS Engineers							GPA				Yeh and Associates			Summary	
	Principal-in-Charge Shawn Kowalewski, PE	Supervising Engineer	Senior Project Engineer	Associate Engineer	CADD Manager Ship Burns	Senior CADD Technician	Landscape Architect	Senior Associate Environmental Planner Ernie Sline	Senior Associate Environmental Planner	Senior Biologist	Associate Biologist, or Environmental Planner	Principal Engineer or Geologist	Senior Project Manager	Project Engineer or Geologist	Team Resource Hours	Team Resource Costs
	\$275	\$200	\$185	\$155	\$160	\$135	\$190	\$185	\$150	\$150	\$100	\$205	\$180	\$110		
Task 1: Project Meetings and Agency Coordination	80	10	40		10			46		16					202	\$43,910
Task 4: Coastal Permit Meetings and Agency Coordination								160			30				190	\$32,600
Task 6: Regulatory Permitting								30		60					90	\$14,550
Task 11: Utility Coordination	20		50	20											90	\$17,850
Task 15: Foundation Report												2	16	12	30	\$4,810
Task 16: Project Plans			100	80	10	120	20								390	\$63,600
Task 17: General Cross Sections					80										80	\$12,800
Task 23: Design Review Board Support	20							12	12	32					76	\$14,320
Task 24: Supplemental PR, DSDD Update and ICE Memo	40	60													100	\$23,000
Task 25: Caltrans Office Engineer Advertise and Award	40		40	20	40	20									160	\$31,700
Task 28: Additional Mitigation Plans for Regulatory Permits							40			50					90	\$15,100
Task 31: Design Support During Construction	160	40	350	100	120	80	20	40		60	20	4	20	10	1,024	\$189,970
	<b>MNS Engineers Summary</b>							<b>GPA Summary</b>				<b>Yeh Summary</b>			<b>Grand Total</b>	
Total Staff Hours	360	110	640	220	260	200	100	288	12	218	50	6	36	22	2522	
Total Staff Costs	\$99,000	\$22,000	\$118,400	\$34,100	\$41,600	\$27,000	\$19,000	\$53,280	\$1,800	\$32,700	\$5,000	\$1,230	\$6,480	\$2,420		
Reimbursables Expenses									\$1,000							\$1,000
Sub-Consultant Markup (5%)				n/a					\$4,839				\$507			\$5,146
<b>TOTALS</b>					<b>\$361,100</b>				<b>\$98,419</b>				<b>\$10,637</b>			<b>\$470,156</b>