

**AMENDMENT NO. 2 TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH
Filippin Engineering
(BC No. 22-071)**

Pursuant to Paragraph 30 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on May 24, 2022, as BC No. 22-071, between the **Santa Barbara County Flood Control and Water Conservation District** (hereafter COUNTY), and **Filippin Engineering** having its principal place of business at 354-D South Fairview, Goleta, CA 93117 (hereafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

1. Agreement is hereby amendment to include paragraphs 51 and 52:

51. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1) – (5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

52. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Beach. A Breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F. R. § 5.12.

2. Paragraph 4 of the Agreement is hereby amended to read:

Term, CONTRACTOR shall commence performance on May 24, 2022 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by COUNTY or unless terminated earlier.

3. Exhibit A, Statement of Work is hereby amended to include:

Work as described in the attached Statement of Work from CONTRACTOR, attached as **EXHIBIT A, EXHIBIT A1, and EXHIBIT A2**, incorporated by this reference.

4. Exhibit B, paragraph A, B, and C are hereby amended to read

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$1,117,107.00**.

- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1 and Attachment B2**. The total amount of this contingency fund is 10% of the agreement amount or **\$111,710.70**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A, EXHIBIT A1, and EXHIBIT A2** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 and Attachment B2** (Schedules of Fees). Invoices submitted for payment that are based upon **Attachment B1 and Attachment B2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A, EXHIBIT A1, and EXHIBIT A2**.

In all other respects, the AGREEMENT remains unchanged and in full effect.

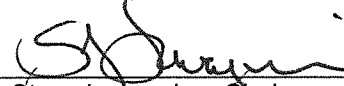
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT:

Mona Miyasato
County Executive Officer
Ex Officio Clerk of the Board of Directors of
the Santa Barbara County Flood Control and
Water Conservation District

By: 
Deputy Clerk

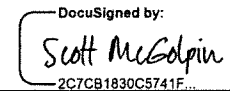
By: 
Steve Lavagnino, Chair,
Board of Directors
Date: 4-2-24

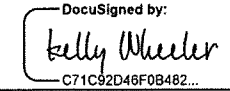
RECOMMENDED FOR APPROVAL:

CONTRACTOR:

Scott D. McGolpin
Public Works Director

Filippin Engineering

By: 


By: 

Name: kelly wheeler

Title: Vice President

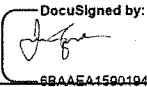
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
5DB10E553E3444F
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
6BAAAE415901943F
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

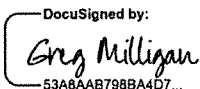
By: 
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Risk Management

EXHIBIT A2



February 29, 2024

FE WO No. 215002

Santa Barbara County Flood Control & Water Conservation District
130 E. Victoria Street #200
Santa Barbara, CA 93101
Attn: Mr. Matt Griffin, P.E.

**SUBJECT: Proposal for Construction Management, Inspection, and Materials Testing Services for the Santa Monica Debris Basin Operational Improvements Project
Amendment for Project Completion due to Extra Work and Time Extensions (R1)**

Dear Mr. Griffin:

Thank you for the opportunity to submit our proposal to continue performing construction management, inspection, and materials testing services (CMIT) for the Santa Monica Debris Basin Operational Improvements Project for the Santa Barbara County Flood Control and Water Conservation District (Flood Control).

UNDERSTANDING OF THE PROJECT ITEMS TO BE COMPLETED

The remaining construction elements to be completed on this project are as follows:

- Tower Access Pad (TAP) Aggregate Base (AB) and placement of the 9.5" CRCP
- TAP Coping
- Line W Grading, AB, and CRCP
- TAP K-Railing and Metal Railing
- TAP Bonded Fiber Matrix
- Embankment Line – Replacement of Dam Cut-Off Wall
- Embankment Line AB and 6.5" Asphalt Concrete (AC) Paving
- Line E asphalt AB and 6.5" AC Paving
- Spillway Bridge (SWB) Barrier Walls
- SWB – Removal of Bents and Falsework from the Spillway
- SWB – Wing Walls
- SWB – Finish Surfacing
- New Channel Bridge – Finish Surfacing
- Dam Embankment RSP
- Terminal Systems
- Guard Railing
- Cable Railing
- Fencing
- Proposed CCO No. 3 Item – Slide Gate Installation at Bypass Structure
- Proposed CCO No. 3 Item – Swing Gate at NCB
- Proposed CCO No. 3 Item – Line W Changes to CRCP Layout to include Swale and Curbing



We anticipate the time frame for this project will extend until the end of April 2024. The remaining work days with the inclusion of Contract Change Order No. 3, accumulated weather delays, close-out days, and anticipated weather delays is projected to be 69 working days.

PROJECT STAFFING

The proposed staffing for the CM team will not change:

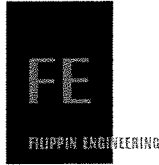
- Brad Starr, P.E., Principal Construction Manager; Role: Resident Engineer
- Kelly Wheeler, P.E., Principal Construction Manager, Role: Structures Representative
- Cheril Magallanes, Office Engineer, Role: Labor and SWPPP Compliance Officer
- Javier Licon, Senior Construction Inspector

PROJECT APPROACH

Construction Phase Services:

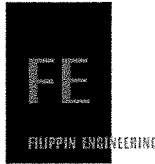
During the construction phase of the project, our team will continue to perform construction management and observation including the following services:

- **On-Site Management & Construction Phase Communication** - Establish and implement coordination and communication procedures among Flood Control, FE, Contractor and their subs, design engineer, adjacent property owners, and other permitting agencies including but not limited to NRCS, RWQCB, DSOD.
- **Construction Administration Procedures** – On all projects administered by Filippin Engineering, we use the Caltrans Local Assistance Procedures Manual as a basis for construction document control, modifying as necessary for any agency or funding-specific requirements. We will utilize the Construction Management procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As Flood Control's representative at the construction site Filippin Engineering shall be the party to whom all such information shall be submitted.
- **Review of Requests for Information, Shop Drawings, & Other Submittals** - Review the Contractors' requests for information, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Baseline Schedule. Forward to the County and/or Design Engineer as appropriate for review of the request for clarification or interpretation, shop drawing, sample, or other submittals, along with Filippin Engineering's comments. Filippin Engineering comments shall not relate to design considerations, but rather to matters of constructability, cost, sequencing, scheduling, and time of construction. Return all information received from the County in a timely manner to the Contractor.
- **Change Order Management** - The FE Team approach in managing change orders involves the Construction Manager/Inspector constantly communicating with the Contractor to ensure that project issues are surfaced and addressed in a timely manner. If an issue does arise where the



Contractor feels it is out of the contract requirements, the Construction Manager/Inspector will assess the concern promptly and coordinate with the Contractor and County Project Manager to evaluate the Notice of Potential Claim (NOPC). The FE Construction Manager will assist the County Project Manager through the formal processing of any NOPCs on the project. The FE Team approach is to continually work to resolve any project claims prior to completion of the contract in an effort to avoid arbitration or litigation at the end of the project.

- **Claims Assistance** - The FE Team will strive to resolve all NOPCs in a timely manner and avoid the claims resolution process. However, in the event that the FE Team and the Contractor cannot agree to resolve a potential claim, the FE Team will assist the County in resolving that claim. This task will include researching the project records to obtain any pertinent information and analyzing and summarizing the facts in a claim summary report that includes a recommended course of action for the County. If, after review of the claim summary report, the County and the Contractor still cannot come to a settlement, the FE Team will assist the County in developing a strategy that could involve resolving the claim by way of negotiation, a dispute resolution board, arbitration, or litigation on a time and materials basis.
- **Jobsite Progress Meetings** – Conduct weekly progress meetings to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate utility outages and site disruptions, and address coordination matters. Additional special meetings may be required to address special issues and conditions and to address special coordination conditions. FE will chair these meetings, conduct each meeting according to published agenda, and have minutes prepared and promptly distributed. Minutes will detail action items, the discussions that ensued, and announce the time and date of the next meeting.
- **Contractor's Construction Schedule** - Filippin Engineering shall review each Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the approved Baseline Schedule. In addition, we will track conformance with the project schedule, requiring submission of a make-up schedule if necessary to keep the project on track for completion within the time deadlines.
- **Progress Payments** - Filippin Engineering shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Filippin Engineering shall make appropriate adjustments to each payment application and shall prepare and forward to Flood Control a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.
- **Photographic Documentation** - Provide photographic documentation of project site prior to, during, and after construction. For this assignment, we will utilize our drone and associated software to provide comparison flights of the site from the same vantage point throughout construction.
- **Reports** - Prepare weekly statements of working days and daily observation reports, and other reports related to field services requested by County staff.
- **Field Observation** - Provide full-time detailed field observation services to verify compliance and conformance with the contract documents. Daily construction reports will be completed.
- **Traffic Control and Public Safety** – Coordinate with County of Santa Barbara for review of traffic control, public safety, and haul route plans. Monitor throughout construction for compliance



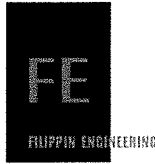
with the approved plans and safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control as necessary. Report deficiencies to Contractor.

- **Public Relations** – Perform public relations and outreach as necessary to the surrounding community. We are sensitive to the need to be good neighbors, being proactive, responsive, and informative.
- **Coordination** – Perform coordination between the Flood Control, Design Engineer, permitting agencies, property owners, materials testing laboratory, surveyor (as necessary), and other stakeholders or agencies as necessary throughout the project. On this project, coordination will be most especially important with Division of Safety of Dams to ensure necessary inspections are performed. It is our understanding that the Contractor will be responsible for notifications, but our team will continually remind the Contractor of the necessary effort, trying to facilitate smooth project progress between all parties. Our field personnel will try and catch potential issues between the Engineer's direction and the Contractor's anticipated operations as quickly and efficiently as possible. Coordination with the Project Environmental Coordinator will also be important for compliance with permitting.
- **Labor Compliance** – The Office Engineer will perform labor compliance checks as recommended by the Caltrans Construction Manual and the Caltrans Local Assistance Procedures Manual, including labor compliance interviews for the prime contractor and subcontractors, review of certified payrolls, and notifications of any observed labor non-compliances so that sanctions can be imposed per County (and/or Caltrans, per standard specifications as applicable) policy. We will also coordinate on any specific funding requirement directions by NRCS to ensure that the County is covered appropriately for labor compliance documentation and reporting.
- **Materials Testing** – Perform materials testing services as outlined in the attached proposal from NV5, and as necessary. The Resident Engineer will establish a project QAP based on Caltrans recommend testing frequencies, combined with DSOD requirements, and will coordinate with the materials testing lab to provide appropriate testing based on the work being performed. This also will include source inspections for miscellaneous metal; allowance has been made for this work since until suppliers are known, it is difficult to estimate at what facilities this will be required.

Close-out Services:

We anticipate the need for the following services during the construction close-out phase:

- **Reports** - Prepare reports that may be required during the final acceptance and project closeout.
- **Final Inspection and Punch list** - Provide final inspection and prepare list of project construction deficiencies for resolution by Contractor.
- **Construction Approval/Acceptance** - Make recommendations to Flood Control regarding final project approval and acceptance.
- **Final Payment** - Make recommendations regarding Contractor's final progress payment request. Prepare final progress payment report for submission to the Flood Control.
- **Project Closeout** - Prepare documentation needed for project closeout. Deliver all project documentation to Flood Control. It is assumed that electronic documentation will be provided



We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work, the duration of the assignment, and the level of service desired by the District. However, because our services will be performed on a time and materials basis, it's possible that our actual charges could be less than or exceed the amount we have estimated. During the performance of our services, the need for additional or expanded services will be monitored and communicated by FE staff and coordinated with the District.

We look forward to working with you on this project. If you have any questions or would like to discuss our proposal further, please don't hesitate to call me at (805) 455-7217.

Very truly yours,
FILIPPIN ENGINEERING

Brad Starr

Brad Starr, P.E.
Principal Engineer
950 County Square Drive, #110
Ventura, CA 93003

ATTACHMENT B2



ESTIMATED COST OF SERVICES

Based on our current understanding of the requirements and the City's request, we estimate that the fee required for our construction management and inspection support services will be at a not to exceed price of \$223,750. A breakdown of our services is provided in the following table.

ESTIMATED RESOURCE REQUIREMENTS FOR CONSTRUCTION MANAGEMENT, INSPECTION SERVICES, and MATERIAL TESTING SANTA MONICA DEBRIS BASIN OPERATIONAL IMPROVEMENTS PROJECT					
NOTES	FILIPPIN ENGINEERING				M/S
	Kelly Wheeler, PE Structures Representative	Brad Starr, PE Resident Engineer	Javier Licon Senior Inspector	Cherli Magallanes Office Engineer & Labor Comp.	Materials Testing Quality Assurance & Acceptance Testing
1.0 Estimated CCD: 4/25/24					
2.0 Estimated Time shown for Mediation and Claim					
3.0					
TASK 2.0 - CONSTRUCTION MANAGEMENT (6 Months)					
2.1 Project Meetings		24			
2.2 Construction Schedule		4			
2.3 Project Correspondence - Site and Office		120			
2.4 Procure, Web-Based Document Control System		24	69		
Task 2 - Total Hours	0	172	69	0	0
TASK 3.0 - CONSTRUCTION CONTRACT ADMINISTRATION					
3.1 Contractor's Change Orders and Disputes	4	24	4		
3.2 Design Clarifications		16	0		
3.3 Progress Payments		10	4		
3.4 Redlines and Record Drawings		8	8		
3.5 Project Close-out	4	24		8	
Task 3 - Total Hours	8	62	10	8	0
TASK 4.0 - INSPECTION SERVICES AND MATERIALS TESTING					
4.1 Construction Inspection			450		
4.2 Daily Construction Photos			69		
4.3 Inspection Reports/Certified Payroll Reports		4		12	
4.4 Materials Testing		8			80
Task 4 - Total Hours	0	12	519	12	80
TASK 5.0 - CLAIM SERVICES					
5.1 Administration - Scheduling - Compile Files - Coordination	8	80	8		
5.2 Mediation	16	16	16		
5.3 Legal Representation for SB FC	24	40	24		
Task 5 - Total Hours	48	136	48	0	0
ESTIMATED TOTAL HOURS	56	402	652	20	88
Hourly Rate	\$ 205.00	\$ 205.00	\$ 155.00	\$ 120.00	\$ 300.00
Subtotal Cost	\$ 11,480.00	\$ 82,410.00	\$ 101,060.00	\$ 2,400.00	\$ 26,400.00
TOTAL COST					\$ 223,750.00



**EXHIBIT A
FILIPPIN ENGINEERING, INC.
BILLING RATES EFFECTIVE JULY 1, 2023 to JUNE 30, 2024**

Engineering

Engineering Technician	\$ 115.00
Senior Engineering Technician	\$ 130.00
Junior Engineer	\$ 165.00
Assistant Engineer	\$ 180.00
Associate Engineer	\$ 185.00
Senior Engineer	\$ 200.00
Principal Engineer	\$ 220.00

General

Technical/Clerical Support	\$ 115.00
Office Engineer	\$ 125.00
Senior Program Manager	\$ 200.00

Construction Management

Assistant Construction Manager	\$ 175.00
Associate Construction Manager	\$ 180.00
Senior Construction Manager	\$ 200.00
Principal Construction Manager	\$ 220.00
Senior Construction Inspector (PW)	\$ 165.00
Chief Inspector/Owner's Rep (PW)	\$ 170.00
(PW) Prevailing Wage	

Sub-Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%
Outside Consultant	Cost + 10%

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Billing Rates subject to change for multiple year contracts in conjunction with labor increases, which will be calculated at an increase of proportionate percentage from Determination SC-23-63-2-22-1D for Building/Construction Inspector and Field Soils and Material Tester.