

COPY

AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH FILIPPIN ENGINEERING INC. (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 S. Fairview Avenue, STE D, Goleta, CA 93117 (hereafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

1. Agreement is hereby amended to include paragraphs 49 and 50:

49. PROHIBITION ON CERTAIN TELECOMM PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

50. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

3. Exhibit B, paragraphs A, B, and C are hereby amended to read and amended to include paragraph G:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$893,357**.
- 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**. The total amount of this contingency fund is 10% of the agreement amount or **\$89,335.70**.
- 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** and **EXHIBIT A1** 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** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A** and **EXHIBIT A1**.
- G. CONTRACTOR shall comply with applicable federal labor standards, including without limitation, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work

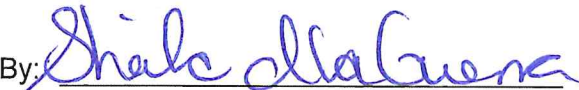
in their locality, and its implementing regulations and policies (Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) issued by the Secretary of Labor. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. In the event that there are different state and federal wage decisions for the same classification of work, the higher of the two wage decisions shall apply. CONTRACTOR shall maintain documentation that demonstrates compliance with hour and wage requirements of this part, which shall be made available to the COUNTY for review upon request.

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:

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

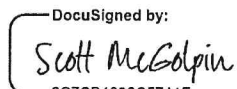
**SANTA BARBARA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT:**

By: 
Das Williams, Chair, Board of Directors

Date: 5-2-23

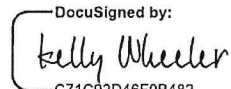
RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control &
Water Conservation District

By: 
Scott D. McGolpin
Public Works Director

CONTRACTOR:

Filippin Engineering

By: 
Authorized Representative
kelly wheeler

Name: _____

Title: Vice President

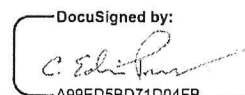
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: 
53A8AAB798BA4D7...
Risk Management



EXHIBIT A1

March 13, 2023

W.O. 215001

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

SUBJECT: Santa Monica Debris Basin Operational Improvements Project CMIT, Extra Services Notification

Dear Mr. Griffin,

Filippin Engineering, Inc. (FE) is pleased to submit our proposal or quote for providing Construction Management and Inspection Services to the County of Santa Barbara for the SMDB Emergency Debris Removal Projects.

PROJECT UNDERSTANDING / APPROACH

As a brief recap, the emergency action was initiated due to a storm event on January 9, 2023, however the rain events had been occurring since December 31, 2022. The Santa Monica Debris Operational Improvements Project's contractor, Lash Construction, was making every effort to work past the January 1, 2023 scheduled project suspension as approved by the County. The rain events occurred back-to-back and then on January 9, 2023 a large storm came through that filled the debris basin and plunge pool with debris and spillway flows occurred. This storm event caused a Federal (EM-3591-CA), State and Local emergency declaration to occur.

The emergency Time and Material work was initiated by Lash Construction on 1/11/23 and this emergency action work continued until 2/1/23. FE has all Time and Material tickets for this period of work submitted to the County. FE's time on site was part full time at 10 hours per day for this period of 19 working days.

The Santa Monica Debris Basin and Plunge Pool Cleanout (Project 23STM1) was added to the work, which is 45 working days, with part time CM and full-time inspection services. This project had a NTP on February 2, 2023. We currently have 6 weather delay days and it is expected that there will be an additionally 2 weather delay days for a total of 8 weather delay days on the project that have and will require part time inspection.

In addition, FE oversaw Time and Material work by Lash Construction in the debris basin around the intake towers that were purposely left off of the Santa Monica Debris Basin and Plunge Pool Cleanout Project. Lash Construction is not being charged working days for this work as part of the Operational Improvement Project as this was not contract work, only work to re-establish the grades and condition prior to the emergency action.



CONSTRUCTION SUPPORT COSTS

The estimate is based on inspection times as identified in the table. Due to the emergency, Saturday work is part of this work schedule. FE will continue to communicate with County staff and adjust accordingly to efficiently manage the project inspections. Charges for "time" include professional, technical, and clerical support services provided by FE. "Materials" include all reimbursable expenses, such as photocopies, FAX transmissions, postage, shipping/delivery, plots, prints, maps/documents, and outside consultant fees.

The scope of work for the FE CMIT team is estimating for the above includes the following:

- Emergency Time & Material Debris removal from 1/11/23 – 2/1/23: 19 working days @ 10 hours /day Inspection, 2 hr/day Technical Support for Emergency T&M and Truck Haul paperwork, 2 hr/day CM, 4 hours for labor compliance.
- Santa Monica Debris Basin Emergency Basin and Plunge Pool Cleanout: 45 working days @ 7 hours/day Inspection, 2 hr/day Technical Support for Emergency T&M and Truck Haul paperwork, 2 hr/day CM, 2 hr/wk labor compliance. Plus 8 weather days at 3 hrs/day inspection.
- Santa Monica Debris Basin Improvements Project – extra force account cleanup work: 15 working days @ 4 hrs/day inspection.

These estimates will result in an estimated additional services amount of \$143,397. The budget calculations are shown in the table below, including assumptions made for the services remaining:

Task	Estimated Hours	Estimated Fee
Debris Removal T&M (19 WD's - 10 hr. days)		
Senior Construction Inspector @ \$155/hr. (Insp)	128	\$19,840
Senior Construction Inspector @ \$201.50/hr (Insp OT)	62	\$12,493
Principal Engineer @ \$210/hr. (Part Time CM)	18	\$3,780
Technical/Clerical Support \$110/hr (Debris/Load Excel)	38	\$4,180
Office Engineer @ \$120/hr. (Admin/Cert Pay/SWPPP)	4	\$480
	Sub-Total	\$40,773
Project 23STM1 (45 WD's – 8 hr. days)		
Senior Construction Inspector @ \$155/hr. (38 WD's)	304	\$47,120
Sr. Construction Ins. @ \$201.50/hr. Sat OT Rate (7 WD's)	56	\$11,284
Senior Construction Inspector @ \$155/hr. (8 Weather)	24	\$3,720
Principal Engineer @ \$210/hr. (Part Time CM)	90	\$18,900
Technical/Clerical Support \$110/hr (Debris/Load Excel)	90	\$9,900
Office Engineer @ \$120/hr. (Admin/Cert Pay/SWPPP)	20	\$2,400
	Sub-Total	\$93,324
Force Account Emergency Work Outside of 23STM1		
Senior Construction Inspector @ \$155/hr. (15 WD's)	60	\$9,300
	Sub-Total	\$9,300
	Total Fee	\$143,397



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 County. However, because our services have been and will be performed on a time and materials basis, and 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 County.