

**Amendment No. 1 to the Agreement for the Unit 2 Drainage Capacity Improvement
Project with Penfield and Smith
(BC No. 13-097)**

The agreement between the Santa Barbara County Flood Control & Water Conservation District (County) and Penfield and Smith (Contractor) which was entered into on December 11, 2012 (Board Contract No. 13-097), is hereby modified and amended as follows:

1. **Paragraph 3 of the Agreement is hereby amended to read:**

SCOPE OF SERVICES. CONTRACTOR agrees to provide services to COUNTY in accordance with **EXHIBIT A** and **EXHIBIT A1**, attached hereto and incorporated herein by reference.

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

TERM. CONTRACTOR shall commence performance on **December 11, 2012** and end performance upon completion, but not later than **December 31, 2016** unless otherwise directed by COUNTY or unless earlier terminated.

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 A1**, incorporated by this reference.

4. **Exhibit B, paragraphs A, B, C and D are hereby amended to read:**

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including reimbursements, not to exceed **\$315,017**.
- 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 B2**. The total amount of this contingency fund is 10% of the agreement amount or **\$31,501.70**.
- 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 **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 and B2** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1 and B2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A** and **A1**.

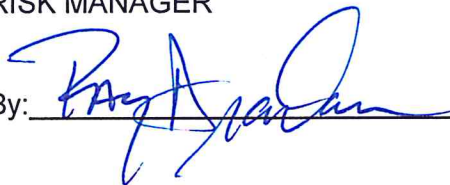
D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** and **B2** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

All other terms and conditions of the agreement will remain in full force and effect. This amendment is effective on November 4, 2014.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy

Deputy
APPROVED AS TO INSURANCE:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

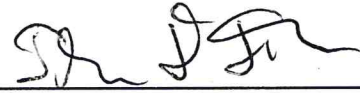
By:  _____

SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT

By: _____
Chair, Board of Directors

Date: _____

RECOMMEND FOR APPROVAL:
Santa Barbara County Flood Control
& Water Conservation District

By:  _____
Scott D. McGolpin, Public Works
Director

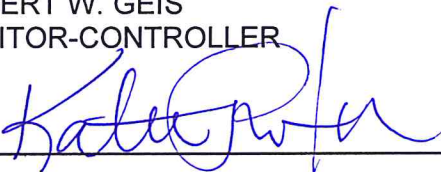
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Deputy County Counsel

CONTRACTOR:
Penfield and Smith

By:  _____
Title: President & CEO

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS
AUDITOR-CONTROLLER

By:  _____



Penfield & Smith

111 East Victoria Street
Santa Barbara, CA 93101

tel 805-963-9532
fax 805-966-9801

www.penfieldsmith.com

Santa Barbara
Camarillo
Santa Maria
Lancaster

Civil Engineering

Land Surveying

Land Use Planning

Construction
Management & Inspection

Traffic & Transportation
Engineering

Transportation Planning

Structural Engineering

Water Resources
Engineering

GIS

W.O. 20643.01,02

October 6, 2014

Mr. Jon Frye
Santa Barbara County Flood Control and Water Conservation District
130 East Victoria Street, Suite 200
Santa Barbara, California 93101

**Subject: West Green Canyon Phase II/Unit II Channel Improvements
Proposal
Phase 1 – Unit II Channel Realignment
Phase 3 – West Green Canyon Phase II Santa Maria Levee
Penetration**

Dear Mr. Frye:

We are pleased to submit this proposal for the completion of the design of West Green Canyon Drainage Improvements. We have been requested to provide the scope and fee for the work remaining in the previous contract along with additional tasks which the County has requested. In addition we have included a schedule for accomplishing the work.

SCOPE OF WORK

The County has requested the following additional scope of work:

1. Provide six (6) legal descriptions for three parcels involved in the project. This will include 3 fee acquisition easement descriptions with exhibits and 3 temporary construction easement descriptions with exhibits.
2. Extended contract period over which general expenses for meetings and coordination will increase. We are anticipating monthly meetings for a period of up to two years at a cost of approximately \$525 per meeting. We anticipate additional time for project management in the amount of approximately \$340 per month.
3. Additional scope is being added to address potential redesign to accommodate adjacent owner concerns about wells and to address the (as of now) unknown 408 permit requirements. It is anticipated that the scope will cover the realignment of the permanent easements and temporary construction easements (which will be supplied in CAD by the County), additional geotechnical concerns raised by the well owner, and additional evaluations that may be required for processing the 408 permit. A budget of \$10,000 has been established.

4. Additional allowance to be added for Fugro to address questions from property owners regarding the well relocation. A budget of \$5,000 has been established.

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency fees, cost of bonds and taxes.
2. Title Company reports, services and fees.
3. Environmental review or analysis.
4. Surveying services of any kind.
5. Property appraisals and acquisitions.
6. Design or analysis associated with hazardous materials.
7. Services by consultants other than P&S, except Fugro West, Inc.
8. Permitting, except assistance with the Corps Section 408 permitting and Department of Water Resources as described herein.
9. Services beyond final design and assistance during the bidding process.

CLIENT TO PROVIDE

The County will need to provide the following items to Penfield & Smith:

1. Access to the site for field investigations and photographic documentation.
2. Topographic, boundary and easement surveying and mapping in a format compatible with AutoCAD.
3. Access to plans, reports, data, and correspondence relating to this project.



PROPOSED FEE AND METHOD OF PAYMENT

Our proposed services will be performed on a time and materials, not to exceed basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Penfield & Smith. "Materials" include all reimbursable expenses, such as photocopies, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees.

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services including reimbursable expenses will be:

Increased Scope	
Legal Descriptions	\$ 4,025.00
Monthly Meetings	\$ 12,600.00
Correspondence and Project Management	\$ 8,190.00
Redesign and 408 Analysis	\$ 10,000.00
Fugro Well Relocation Coordination	\$ 5,750.00
Total (increased scope).....	\$40,565.00

Our charges will not exceed the above fee estimate without your prior authorization. We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

ADDITIONAL SERVICES

Services performed outside the scope of this agreement require written approval prior to performance of the work. Design changes by Owner/Client or designee after the start of design shall be considered additional services. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Penfield & Smith as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Exhibit "A", Penfield & Smith's Billing Rate Schedule currently in effect.

TIME OF PERFORMANCE

Based on our current workload, we estimate that the project can be completed in accordance with the attached schedule which assume the Corps of Engineers 408 permitting will be the simple process. For informational purposes only, we have also attached a schedule assuming a more complex permitting process.



Mr. Jon Frye
October 6, 2014
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AUTHORIZATION

Should you require additional information or wish to discuss this proposal further, please give us a call at (805) 963-9532. If the proposal is satisfactory, we assume that you will issue a Standard Agreement that we have used in the past. Our current fee schedule is attached.

Thank you for considering Penfield & Smith for this project.

Very truly yours,

PENFIELD & SMITH



Craig A. Steward, P.E., CFM
Principal Engineer
RCE 37,253



David W. Rundle, P.E.
Vice President/Principal Engineer
RCE C48,540

Enclosures

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**WEST GREEN CANYON DRAINAGE IMPROVEMENTS
 SANTA MARIA, CA**

ID	Task Name	Duration	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	Aug '15	Sep '15	Oct '15
1	Phase 1 - Unit II Channel Realignment	488 days?	9/28/10	5/01/11	0/1/12	1/3/12	7/21/12	2/1/13	1/2/13	1/1/14	1/1/14	1/1/14	1/1/14	1/1/14	1/1/14
2	Concept Analysis & Design (30% Design)	220 days?													
3	Board Approval	1 day													
4	Notice to Proceed	1 day													
5	Kick-Off Meeting	1 day													
6	Survey (County)	112 days?													
7	Geotechnical (Fugro)	91 days													
8	Alternatives Analysis	108 days													
9	Preliminary Analysis & Design (60% Design)	77 days													
10	Final Analysis & Design (90% Design)	30 days													
11	County Review	10 days													
12	Final Submittal (100% Design)	13 days													
13	Phase 3 - Levee Penetration	672 days?													
14	Concept Analysis & Design (30% Design)	107 days													
15	Review and Comment by COE	29 days													
16	Preliminary Analysis & Design (60% Design)	24 days?													
17	Hydraulic Report	11 days?													
18	Geotechnical Report	1 day?													
19	Structural Plan and Calculations	1 day?													
20	Specifications	1 day?													
21	County Review	10 days													
22	Final Analysis & Design (90% Design)	15 days													
23	County Review	10 days													
24	Review and Approval by COE	52 wks													
25	Revisions as Requested	2 wks													
26	Final Submittal (100% Design)	13 days													
27	County Tasks	367 days													
28	Board Approval	21 days													
29	Right of Way Acquisition	9 mos													
30	PG&E Relocation	240 days													
31	Environmental Review	10 mins													
32	Environmental Permits	172 days													
33	Bidding Process	42 days													
34	Out to Bid	42 days													
35	Pie-Bid Meeting	1 day													
36	Construction Period	83 days													
37	Start of Construction	16.6 wks													

**WEST GREEN CANYON DRAINAGE IMPROVEMENTS
 SANTA MARIA, CA**

ID	Task Name	Nov '15	Dec '15	Jan '16	Feb '16	Mar '16	Apr '16	May '16	Jun '16	Jul '16	Aug '16	Sep '16	Oct '16	Nov '16	Dec '16
1	Phase 1 - Unit II Channel Realignment	0/2	1/2	1/2	1/2	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/6
2	Concept Analysis & Design (30% Design)														
3	Board Approval														
4	Notice to Proceed														
5	Kick-Off Meeting														
6	Survey (County)														
7	Geotechnical (Fugro)														
8	Alternatives Analysis														
9	Preliminary Analysis & Design (60% Design)														
10	Final Analysis & Design (90% Design)														
11	County Review														
12	Final Submittal (100% Design)														
13	Phase 3 - Levee Penetration														
14	Concept Analysis & Design (30% Design)														
15	Review and Comment by COE														
16	Preliminary Analysis & Design (60% Design)														
17	Hydraulic Report														
18	Geotechnical Report														
19	Structural Plan and Calculations														
20	Specifications														
21	County Review														
22	Final Analysis & Design (90% Design)														
23	County Review														
24	Review and Approval by COE														
25	Revisions as Requested														
26	Final Submittal (100% Design)														
27	County Tasks														
28	Board Approval														
29	Right of Way Acquisition														
30	FG&E Relocation														
31	Environmental Review														
32	Environmental Permits														
33	Bidding Process														
34	Out to Bid														
35	Pre-Bid Meeting														
36	Construction Period														
37	Start of Construction														



PROJECT COST ESTIMATE (WITH PREVAILING WAGES)

Project No.: 20643.01_03
 Description: West Green Canyon Unit II - Increased scope
 Client: County of Santa Barbara
 Date: August 25, 2014
 File Name: CASest WGC3.xlsx

Prepared by: CAS
 Office: 1
 Billing Type: T&M to Max

PENFIELD & SMITH
 111 East Victoria Street
 Santa Barbara, CA 93101
 (805) 963-9532

Hours
 Prevailing Wages (y/n): y

TASK	Hours										TOTAL HOURS	LABOR COST
	Engineer Principal	Engineer Senior I	Tech Support	Surveyor Principal	Surveyor Senior							
Extended time (assume 24, 2 hr meetings Billing & Proj Mgmt (1.5 hrs/mo+admin support)	36	36	18								72	12600
Legal Descriptions			3	3	19						25	4025
Redesign and 408 Analysis (lump sum)												10000
TOTALS	72	36	21	3	19						151	34815

Classification	\$/hr	Classification	\$/hr	Cost	Billing Factor	Reimbursables	Consultant
12 Principal Engineer	190.00				1.15		0
10 Senior Engineer I	160.00			5000	1.15		5750
43 Technical Support	75.00				1.15		0
19 Principal Surveyor	190.00				1.15		0
18 Senior Surveyor	170.00				1.15		0
Expenses							
Soils Report					1.15		
Geologic Report					1.15		
Title Report					1.15		
Construction Staking					1.15		
Blueprints					1.15		
Travel					1.15		
Mail					1.15		
Telephone					1.15		
Photocopies					1.15		
Photographs					1.15		
Average Rate:						\$0	\$5,750
Grand Total =							\$40,565