

ATTACHMENT A

Second Amendment

to

**Vanir Construction
Management Inc.**

Board Contract 24270

SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment to Board Contract 24270 (“Amendment”) is entered into by and between the County of Santa Barbara, a political subdivision of the State of California (“County”), and Vanir Construction Management, Incorporated (“Consultant”).

RECITALS

WHEREAS, County and Consultant are parties to that certain **Professional Services Agreement, Board Contract 24270 dated May 6, 2025, (the “Agreement”)**; and

WHEREAS, the Term of the Agreement expires on December 31, 2027, and the Base Contract Amount is \$241,500; and

WHEREAS, the Agreement was amended (First Amendment) on December 16, 2025, to increase the Supplemental Services Allowance for Supplemental Services to \$37,370 for a Maximum Compensation Limit of \$278,870; and

WHEREAS, the parties hereto desire to further amend the Agreement to increase the Agreement’s Maximum Compensation Limit for additional Supplemental Services.

NOW, THEREFORE, County and CONTRACTOR agree as follows:

1. Section 2.02 Maximum Compensation of the amended Agreement is hereby further amended as follows:

The Supplemental Services Amount in Section 1.c. of Exhibit C is amended to be **\$81,390**. Exhibit C, as amended, is attached hereto and incorporated by reference.

2. Exhibit A to the Agreement, “The Scope of Work,” is amended to add Public Works Project Number 720864 and the Proposal, dated December 9, 2025, attached hereto and incorporated into the Agreement by this reference.
3. Except as amended by Section 1, Exhibit C, Section 2, and the Proposal, dated December 9, 2025 of this Second Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.
4. Each of the parties hereto hereby represents and warrants to the other party that:
 - (a) Such party has the full right, power, and authority to enter into this Second Amendment and to perform its obligations hereunder and under the Agreement as amended by this Second Amendment.
 - (b) The execution of this Second Amendment by the individual whose signature is set forth at the end of this Second Amendment on behalf of such party, and the delivery of this Second Amendment by such party, have been duly authorized by all necessary action on the part of such party.
 - (c) This Second Amendment has been executed and delivered by such party and (assuming due authorization, execution, and delivery by the other party hereto) constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
5. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

COUNTY SIGNATURE PAGE

Amendment **by and** between the **County of Santa Barbara** and **Vanir Construction Management, Inc.**,

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the first date fully executed by all of the parties hereto.

ATTEST:

Mona Miyasato,
County Executive Officer
Clerk Of The Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA

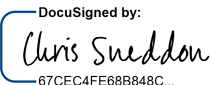
Bob Nelson

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Chris Sneddon
Director of Public Works

By:  _____
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Marisa Kahn
Risk Manager

By:  _____
Risk Manager

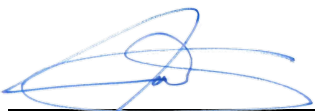
CONTRACTOR SIGNATURE PAGE

Amendment **by and** between the **County of Santa Barbara** and **Vanir Construction Management, Inc.**,

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the first date fully executed by all of the parties hereto.

Vanir Construction Management, Inc.,
735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401

By: _____



Name: Jerry Avalos

Title: President

END OF AGREEMENT

EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Base Services described in <u>Exhibit A</u> , " <u>Consultant's Scope of Work and Hourly Rates</u> " shall be:	
	Compensation for Base Services	\$241,500
	Services for Alternates	\$0
	<ul style="list-style-type: none"> • Compensation for Base Services performed under the Original Contract in connection with the Project Initiation and Construction phases of Project Nos. 19014, 24023, and 24024. 	\$175,000
	<ul style="list-style-type: none"> • Compensation for Base Services in connection with the Construction and Closeout phases of Project Nos. 19014, 24023, and 24024. 	\$66,500
	SUBTOTAL: Fixed Fee for Base Services	\$241,500
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
	Supplemental Services Allowance ("SSA") for Supplemental Services to the extent authorized by the Owner in writing during the Term pursuant to Change Order(s) in accordance with Part 10.03, above.	\$81,390
c.		
2.	MAXIMUM COMPENSATION LIMIT (a+b+c) ("MCL")	\$322,890.00

3. PROGRESS PAYMENTS

a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.

b. Supplemental Services pursuant to Change Order(s), payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown).**

c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.

d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

END EXHIBIT C



Construction Management, Inc.

735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401
T 805-541-1425
F 559-860-0173
www.vanir.com

December 9, 2025

Mr. Chris Doolittle, PG, CEG
County of Santa Barbara Public Works Department
105 E. Anapamu St., Ste. 301
Santa Barbara, CA 93101

**RE: Proposal for Community Workforce Coordinator Services
Santa Claus Lane Streetscape Improvements & Coastal Access Project – Phase 2**

Dear Mr. Doolittle:

Vanir Construction Management, Inc. (Vanir) appreciates the opportunity to submit this proposal to provide Community Workforce Coordinator (CWC) services for the Santa Claus Lane Streetscape Improvements and Coastal Access Project – Phase 2. Vanir has supported the County’s Community Workforce Agreement (CWA) program across several capital projects, including Santa Claus Lane Phase 1A, and we look forward to continuing that partnership on this next phase. Our involvement in Phase 1A, combined with our experience managing CWA compliance on other County projects, provides valuable insight into the project’s unique coordination needs. This experience enables us to approach Phase 2 with a refined and proactive framework, helping ensure efficient CWA implementation from the outset.

Phase 2 continues the County’s multi-year improvements along the Santa Claus Lane corridor and includes pedestrian pathways, roadway reconstruction, and coastal access enhancements. Construction is anticipated to span approximately 200 working days. Work is expected to involve the prime contractor and an estimated eight subcontractors, all of whom will be subject to the County’s CWA requirements. Vanir’s proposed services reflect these needs, and the lessons learned from Phase 1A.

Scope of Services

All services described below are performed in accordance with the County’s CWA and are intended to support full compliance by the prime contractor and all subcontractors.

Vanir will provide comprehensive CWC services throughout pre-construction, construction, and closeout. Our scope includes:



1. Project Initiation & Coordination
 - Conduct kickoff coordination with the County Flood Control team.
 - Establish communication protocol, reporting schedule, and document exchange procedures.
 - Review the prime contractor's proposed subcontractor list (estimated eight trades).
2. Letters of Assent (Prime and Subcontractors)
 - Coordinate with the prime contractor to obtain a signed Letter of Assent (LOA) prior to contract execution.
 - Track and verify LOAs from all subcontractors before they begin work.
 - Maintain a complete LOA log for County audit and CWA compliance.
3. CWA Pre-Job Conference
 - Coordinate and schedule the required pre-job conference with the contractor(s) and relevant union representatives.
 - Prepare meeting materials and document attendance, trade assignments, expected workforce makeup, and dispatch procedures.
 - Conduct additional pre-jobs if needed due to added subcontractors or trade-specific requirements.
4. Core Worker Verification
 - Review and validate core worker requests from the prime and subcontractors.
 - Confirm compliance with ratio limits, qualifications, and documentation required under the CWA.
 - Track core/non-core assignments on a monthly basis.
5. Workforce Monitoring & Monthly Reporting
 - Collect monthly workforce hours from the prime and all subcontractors.
 - Review data for compliance with local hire goals and reporting completeness.
 - Prepare a Monthly CWA Compliance Report summarizing:
 - Craft hours
 - Local hire participation
 - Apprentice usage
 - Core worker utilization
 - Any variances or corrective actions
 - Submit monthly reports to the County and maintain a complete electronic record.
6. Certified Payroll & CWA Alignment Review
 - Review certified payroll submissions for consistency with CWA obligations and workforce reporting.
 - Coordinate with the contractor(s) to resolve discrepancies.



7. Issue Resolution & Union Coordination

- Facilitate communication among the contractor, County, and union representatives to proactively address questions or disputes.
- Assist in resolving dispatch concerns, worker assignment issues, and grievance-related matters.
- Maintain logs of issues and resolutions.

8. Ongoing Construction Support

- Attend regular project meetings to remain aligned with construction progress, workforce deployment, and any issues affecting CWA compliance.
- Monitor onboarding of any new subcontractors for CWA compliance.
- Conduct progress check-ins with the County Project Manager.

9. Project Closeout

- Confirm all contractors have fulfilled CWA obligations.
- Prepare a Final CWA Report summarizing local hire performance, apprenticeship hours, core worker use, and overall compliance.
- Deliver all documentation in an organized format suitable for County records.

Fee Proposal / Schedule

Vanir proposes to perform the services described above on a time-and-materials basis, not to exceed \$44,020.

Our staffing team for this project includes:

- Scott Murphy: Principal-in-Charge
- Robert Lade: Community Workforce Coordinator
- Kyle Pericic: Assistant Community Workforce Coordinator

A detailed breakdown of hours, roles, and rates is provided in Attachment 1 – Fee Schedule.

Reimbursable expenses have been included to cover two round-trip site visits / meetings from San Luis Obispo to the Santa Claus Lane site.

Assumptions

- Project duration is based on 200 working days.
- Workforce data, LOAs, and payroll documents will be provided by the prime contractor and subcontractors in a timely manner.
- Any significant expansion of project duration or subcontractor count may warrant revisiting the fee.



Vanir appreciates the opportunity to continue supporting the County of Santa Barbara in the implementation of its Community Workforce Agreement. Please feel free to contact me if you have any questions or would like to discuss any part of this proposal.

Sincerely,
Vanir Construction Management, Inc.

A handwritten signature in blue ink, appearing to read 'R. Lade'.

Robert Lade, PE
Deputy Project Manager, Vanir CM

cc: Diana Estorga, County of Santa Barbara Capital Divisions Chief
Scott Murphy, CCM, Vanir Central California Area Manager
Roy Magdaleno, Vanir Deputy Area Manager/Associate

Attachment 1 – Fee Schedule (1 page)

Santa Barbara County
 Community Workforce Agreement
 Santa Claus Lane Streetscape Improvements Coastal Access Project – Phase 2

Attachment 1 - Fee Schedule

Community Workforce Coordinator Services

Position	Mo.	1	2	3	4	5	6	7	8	9	10	Tot. Hrs	Total Fee
Project Management	Rate												
Scott Murphy, PIC	\$260	2	2	2	2	2	2	2	2	1	1	18	\$ 4,680
Robert Lade, CWC	\$190	20	20	12	12	12	12	12	12	14	7	133	\$ 25,270
Kyle Pericic, Asst. CWC	\$130	14	14	10	10	10	10	10	10	12	6	106	\$ 13,780
Reimibursables	1											\$ -	\$ 290
Total Fee		\$6,140	\$6,140	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,480	\$2,370	257	\$ 44,020

