

COPY

AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH GEOSYNTEC CONSULTANTS INC. (BC No. 22-063)

Pursuant to Paragraph 25 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on July 12, 2022, as BC No. 22-063, between the County of Santa Barbara (hereafter COUNTY), and Geosyntec Consultants having its principal place of business at 924 Anacapa, STE 4A, Santa Barbara, CA 93101 (hereafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

1. **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.

2. **Exhibit B, paragraphs 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 **\$538,477**.
- 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 **\$53,847.70**.
- 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**.

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.

COUNTY OF SANTA BARBARA:

CONTRACTOR:

Geosyntec Consultants

By: _____
Scott D. McGolpin
Public Works Director

By: _____
Authorized Representative

Name: _____
Title: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Exhibit A1

2. STATEMENT OF WORK - ADDITIONAL SERVICES

2A. Detailed Scope of Work Statement - Additional Services

Heavy rains in early January 2023 impacted the existing Oil Water Separator (OWS) system and exposed potential weaknesses of the system to heavy rainfall and associated debris flow. While 2017 Thomas Fire and associated January 2018 debris flow were a combination of extreme events that caused significant erosion of the streambed, the January 9, 2023 heavy rainfall has shown that debris flow in the project area may be more frequent than originally considered. Considering this, this additional scope of work includes additional engineering and support services to add the project elements into the final design that would assist with the debris flow protection. Also included in this additional services scope is work associated with Emergency Action following the damage to the existing OWS system following January 2023 rains. Details of the additional scope of work are presented below.

Task 1 – Project Management

No added scope.

Task 2 – Preliminary Design and Right-of-Way Engineering (Additional scope to previously approved task - This work has been partially completed)

Geosyntec will revise the preliminary (35%) design to include the added elements associated with the more robust protection from high waters and debris flow, including a wall, dry water lined crossing and grouted rip-rap protection, all adjacent to the OWS, as well as a wall between the proposed storage tank and creek. The revised plans will be used to support the permit applications.

Additional effort performed in support of the 35% revised design includes the 100-year flood modeling revisions following the January 9, 2023 rainfall event that changed the elevation and the channel configuration of the creek. The 100-year flood modeling is required to finalize the streambed delineation. Based on the discussions with California Department of Fish and Wildlife (CDFW), the streambed area is to be limited to the 100-year flood limits.

Task 3 – Geotechnical

No-added scope.

Task 4 – Permitting (Additional scope to previously approved task - This work has been partially completed)

The permitting efforts included a field survey for delineation of aquatic resources, which was performed in November of 2022. Following the January 9 heavy rain, the streambed around the OWS was re-surveyed, with the approval of the County, to capture the new streambed features developed from the debris flow. The streambed in this area was not discernable before because of the previous grading work performed as part of the OWS maintenance and repair.

Task 5 – 65% Plans, Specifications, and Estimate (Additional scope to previously approved task)

Additional services include detailed design development and preparation of plans for added elements associated with the more robust protection from high waters and debris flow, including a wall, low-water concrete-lined crossing and a grouted rock slope protection, all adjacent to the OWS.

The additional scope of services also includes funds to perform additional topographic survey. The survey is expected to be required because significant parts of previously surveyed areas were disturbed by debris flow.

Task 6 – 100% Plans, Specifications, and Estimate (Additional scope to previously approved task)

Additional services include finalizing the design and of plans for added elements associated with the more robust protection from high waters and debris flow, including a wall, dry-water concrete-lined crossing and a grouted rock protection, all adjacent to the OWS.

Task 8 – Emergency Action Support (New Task - This work has mostly been completed)

Following early January 2023 heavy rainfall, County requested Geosyntec’s engineering assistance during emergency action to affect the repair of the system. The following scope of work is incorporated into this task:

- Site visits to assess the damage to OWS and plan the repair approach.
- Rental of the pressure transducer to assist in understanding the flow rate into the tank.
- Prepare the scope of work and interact with contractors in finalizing the scope of work.
- Prepare permit applications for the emergency scope of work.
- Field engineering field oversight during emergency action construction
- Preparation of post-construction report.

2B. Project Deliverables Understanding - Additional Services

The anticipated additional design deliverables for the Project, derived from the added scop scope of work, are as follows:

Task 2 – Preliminary Design and Right of Way Engineering

- 100-year Flood Modeling Calculation Package

Task 5 – Pre-Final (65%) Design

- 2nd Topographic Survey

Task 8 – Emergency Action Support

- Permit applications
- Post-construction report

Proposed Cost Estimate - Additional Scope of Work - April 04, 2023
 Toro Canyon Project - Addendum
 County of Santa Barbara Public Works Dept. - Transportation

Task	Task 2 - Added Scope		Task 4 - Added Scope		Task 5 - Added Scope		Task 6 - Added Scope		Task 7 - Added Scope		Task 8 - Emergency Action Support		TOTAL	
	Update 35% Plans	Supplemental Aquatic Resources Survey/Year	Supplemental Flood Modeling/Calculation	Supplemental Design Work related protection of the OWG - 65%	Supplemental Topographic Survey	Supplemental Design Work related protection of the OWG - 100%	Pre-Construction Site Visits and Emergency Work Planning	Permitting	Emergency Repair Work Oversight	Pest-Construction Reporting	HRS	COST	HRS	COST
PERSONNEL SERVICES														
Senior Principal	4	1,100	4	1,100	3	785	3	785	2	510	2	510	2	510
Senior Professional	8	2,040	6	1,530	15	4,050	15	4,050	2	510	6	1,530	8	2,040
Senior Professional	20	4,800	20	4,800	30	7,050	30	7,050	10	2,550	10	2,550	20	4,800
Professional	188	5,820	32	9,920	45	13,950	45	13,950	15	4,500	15	4,500	32	9,920
Senior Staff	164	1,640	16	1,640	30	3,000	30	3,000	62	10,150	12	1,968	62	10,150
Staff	140	1,400	10	1,000	30	3,000	30	3,000	6	888	6	888	140	1,400
Senior Construction Manager	142	1,420	7	700	4	4,440	4	4,440	6	888	6	888	142	1,420
Chemical/Admin	60	600	72	720	18	18,150	18	18,150	17	35,922	51	10,131	55	10,131
TOTAL DIRECT LABOR	748	14,700	72	14,160	188	35,922	188	35,922	17	35,922	51	10,131	55	10,131
TRAVEL														
Vehicle Mile														
Per Diem														
TOTAL TRAVEL														
OTHER DIRECT COSTS														
DWRK Support-2014 Abiotic Mapping														
Equipment Rental (Pressure Transducer)														
RINOCB NCI RGP-63 Permit Cost														
Permitting Support (Emergency)														
DWRK Permitting Support (Emergency)														
TOTAL DIRECT COSTS														
INDIRECT COSTS														
12%														
3%														
SUM														
SUBTOTAL (per Task)														
TOTAL ADDITIONAL COST														

Board Contract Summary**BC** **22-063**

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year	FY 22-23
D2.	Department Name	Public Works - Project Clean Water
D3.	Contact Person	Cathleen Garnand
D4.	Telephone	Ext. 83561

K1.	Contract Type (<i>check one</i>):	Personal Service	Capital	
K2.	Brief Summary of Contract Description/Purpose	Design and Environmental Permitting		
K3.	Department Project Number.....	WA8231		
K4.	Original Contract Amount.....	\$432,300 (\$393,000 plus contingency \$39,300)		
K5.	Contract Begin Date	July 12, 2022		
K6.	Original Contract End Date	September 30, 2023		
K7.	Amendment? (Yes or No).....	Yes		
K8.	- New Contract End Date	N/A		
K9.	- Total Number of Amendments	1		
K10.	- This Amendment Amount.....	\$160,024.70 (\$145,477 plus contingency \$14,547.70)		
K11.	- Total Previous Amendment Amounts.....	N/A		
K12.	- Revised Total Contract Amount	\$592,324.70 (\$538,477 plus contingency \$53,847.70)		

B1.	Intended Board Agenda Date	May 16, 2023
B2.	Number of Workers Displaced (<i>if any</i>)	N/A
B3.	Number of Competitive Bids (<i>if any</i>).....	N/A
B4.	Lowest Bid Amount (<i>if bid</i>)	N/A
B5.	If Board waived bids, show Agenda Date..... and Agenda Item Number	N/A
B6.	Boilerplate Contract Text Changed? (<i>If Yes, cite Paragraph</i>).....	N/A

F1.	Fund Number	0001
F2.	Department Number.....	054
F3.	Line Item Account Number.....	8400
F4.	Project Number (<i>if applicable</i>)	WA8231
F5.	Program Number (<i>if applicable</i>)	3800
F6.	Org Unit Number (<i>if applicable</i>)	
F7.	Payment Terms.....	Net 30

V1.	Auditor-Controller Vendor Number	313257
V2.	Payee/Contractor Name	Geosyntec Consultants
V3.	Mailing Address.....	900 Broken Sound Parkway, STE 200
V4.	City State (two-letter) Zip (include +4 if known).....	Boca Raton, FL 33487
V5.	Telephone Number	(805) 208-0861
V6.	Vendor Contact Person.....	Jerko Kocijan
V7.	Workers Comp Insurance Expiration Date	4/1/24
V8.	Liability Insurance Expiration Date	4/1/24
V9.	Professional License Number	
V10.	Verified by (print name of county staff).....	clopez

V11 Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

4/13/2023 | 10:03 AM PDT

Date: _____ Authorized Signature: _____

DocuSigned by:

Kim Ruiz

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