

Attachment A

Contract Summary

BC _____ - _____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year	18/19
D2.	Department Name:	Resource Recovery and Waste Management
D3.	Contact Person:	Todd Curtis
D4.	Telephone:	(805) 882-3621

K1.	Contract Type:	PROFESSIONAL SERVICES AMENDMENT
K2.	Brief Summary of Contract Description/Purpose:	ENGINEERING SERVICES
K3.	Department Project Number:	VARIOUS
K4.	Original Bid Amount:	129,000
K4a	Supplemental:	0
K4b	Contingency:	0
K4c	Total Contract Amount:	129,000
K5.	Contract Begin Date:	8/29/17
K6.	Original Contract End Date:	6/30/2019
K7.	Amendment? (Yes or No):	YES
K8.	- New Contract End Date:	N/A
K9.	- Total Number of Amendments:	1
K10.	- This Amendment Amount:	95,070
K11.	- Total Previous Amendment Amounts:	N/A
K12.	- Revised Total Contract Amount:	224,070

B1.	Is this a Board Contract? (Yes/No):	Yes
B1a	Intended Agenda Date:	October 16, 2018
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	N/A
B4.	Lowest Bid Amount (if bid):	N/A
B5.	If Board waived bids, show Agenda Date:	N/A
	and Agenda Item Number:	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	No

F1.	Fund Number:	1930
F2.	Department Number:	054
F3.	Line Item Account Number:	7460
F4.	Project Number (if applicable):	VARIOUS
F5.	Program Number (if applicable):	1750
F6.	Org Unit Number (if applicable):	
F7.	Payment Terms:	NET 30

V1.	Auditor-Controller Vendor Number:	071392
V2.	Payee/Contractor Name:	DIVERSIFIED PROJECT SERVICES INTERNATIONAL, INC.
V3.	Mailing Address:	5351 OLIVE DRIVE, SUITE 100
V4.	City State (two-letter) Zip (include +4 if known):	BAKERSFIELD, CA 93308
V5.	Telephone Number:	661-371-2800
V6.	Vendor Contact Person:	ROBERT CHAMBERS
V7.	Workers Comp Insurance Expiration Date:	11/1/18
V8.	Liability Insurance Expiration Date:	11/1/18
V9.	Professional License Number:	N/A
V10	Verified by (print name of county staff):	

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.

Date: 9/14/18 Authorized Signature: 

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND DIVERSIFIED PROJECT SERVICES INTERNATIONAL
(BC-18-129)**

This Amendment (hereinafter referred to as "Amendment No. 1") to the Agreement of Services of Independent Contractor (hereinafter referred to as "Agreement") is made by and between the County of Santa Barbara (hereinafter referred to as "COUNTY"), and Diversified Project Services International, Inc. (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract BC-18-129 on October 3, 2017; and

WHEREAS, the previously agreed upon Payment Arrangements and scope of services for work to be performed by CONTRACTOR is to be amended; and

WHEREAS, COUNTY and CONTRACTOR desire to add **Attachment A2 –Additional Services** and amend the text of **EXHIBIT B, PAYMENT ARRANGEMENTS** to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY AND CONTRACTOR agree to amend the Agreement as follows:

1. **Attachment A-2 – Additional Services** is added in its entirety as attached hereto and incorporated herein by reference.
2. The text of **EXHIBIT B, PAYMENT ARRANGEMENTS**, Periodic Compensation (with attached Schedule of Fees), Sections A, B, C, and D shall be deleted and replaced by the following:
 - A. For CONTRACTOR services to be rendered under this Agreement on an on-call basis based on written Task Orders (**EXHIBIT A**) as authorized by COUNTY, CONTRACTOR shall be paid the amount identified in specific Task Orders, including cost reimbursements, in a total, aggregate amount not to exceed **\$224,070**.
 - B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in written Task Orders as authorized 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 the Schedule of Fees (**Attachment B1**). Invoices submitted for payment that are based upon written Task Orders (**Attachment A1**) and the Schedule of Fees (**Attachment B1**) must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in the applicable Task Order.
 - C. 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 and be summarized by authorized Task Order numbers. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of the Schedule of Fees (**Attachment B1**) shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
3. **Ratifications.** The terms and provisions set forth in this Amendment No. 1 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 1, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Diversified Project Services International, Inc.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors


Date: _____

RECOMMENDED FOR APPROVAL:

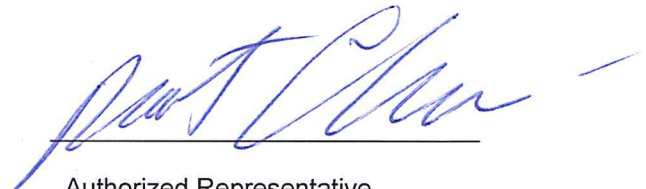
Santa Barbara County Public Works
Department

CONTRACTOR:

DPSI, Inc.

By: 

Scott D. McGolpin
Department Head, Public Works
Director

By: 

Authorized Representative

Name: Robert Chambers, PE

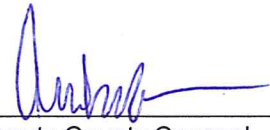
Title: President

APPROVED AS TO FORM:

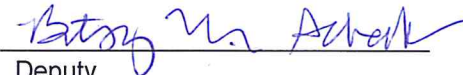
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 

Deputy County Counsel

By: 

Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 

Risk Management

ATTACHMENT A2



September 6, 2018

Todd Curtis
County of Santa Barbara
130 East Victoria Street, Suite 100
Santa Barbara, California 93101

Subject: Revised - Construction Management Services for SCRTS Storm Drain Improvement Project

Dear Mr. Curtis:

It is our understanding that County of Santa Barbara requires assistance with construction services for the Storm Water Division project. Diversified Project Services International Inc. (DPSI) will provide the services as listed in the following scope of work.

SCOPE OF WORK:

DPSI will utilize Doug Groshart as our on-site construction manager for the Storm Water diversion project.

SCRTS STORM DRAIN IMPROVEMENT CONSTRUCTION MANAGEMENT

The on-site project manager will perform/coordinate the following:

- Design and Installation
 - Install PLC enclosure and connect field routed cables from controllers to PLC
 - Programming/Troubleshooting inputs, operating set-points and alarms into PLC logic
- Bid phase support:
 - Review contractor RFIs
 - Prepare Bid Specification Amendments
 - Coordinate / attend Pre-Bid Meeting
 - Long lead item procurement support
- Construction Phase Engineering Support
 - Submittal review
 - Contractor RFI review and response
 - Change order preparation
 - Record drawing preparation
 - Operation start up support
- Construction Management Services
 - Monitor construction progress for conformance to plans and specifications
 - Lead all pre-bid and construction progress meetings
 - Keep daily records of construction progress
 - Manage all construction related communications between contractor, designer inspection, manufacturers and County personnel
 - Manage system commissioning
 - Contractor pay application review
 - QA inspection management



CLARIFICATIONS AND ASSUMPTIONS:

We anticipate the performance period for on-site construction will be approximately 12 weeks for the storm drain improvements.

- We have assumed that the two projects will be bid and constructed as one, with field work conducted concurrently.
- We plan to assign Doug Groshart as DPSI's lead for this work as he is well suited for this role. We propose to bill Doug at our Project Manager II Rate of \$130/hr. This is \$25/hr. below his Senior Engineer rate of \$155 charged during the design phase.
- Doug will be on-site while construction is in progress. We expect him to charge 6 hrs. per day on average, five days per week, for the 12 weeks on-site, plus two weeks up front work for preconstruction/bid phase support.
- We have assumed that construction survey staking will be included in Contractor's scope and budget, and as such, we have excluded this in our scope of work.

DELIVERABLES:

- Installed PLC cabinet fully tested and programmed for operation and monitoring of equipment
- On-site construction representation during all field work
- Complete project turnover package including all QA/QC documentation, inspection reports, permit information, equipment manuals, daily logs, Change Order and RFI logs
- Complete as-built/record drawing set
- All other tasks as described above

SCHEDULE:

DPSI is prepared to begin this project within five days of receiving an executed Task Order.

If you have any suggestions on how this scope can be improved, please let me know.

FEES:

SCRTS Storm Drain Improvement:

Current Task Order Authorization: \$62,000

*Requested Change Order
(To cover design related scope modifications to existing Task Order):* \$25,000

Design & Installation:	\$13,980
Base Bid Support:	\$5,890
Construction Phase Engineering Support:	\$8,200
Construction Management Services:	\$35,000
<u>Travel:</u>	<u>\$7,000</u>
Total SCRTS CM Costs:	\$70,070

Estimated fees (T&M Not to Exceed): **\$95,070**

(Total includes previously requested Change Order for SCRTS, and excludes Approved Task Orders)



ACCEPTANCE AND TERMS:

It is understood that all work done by Diversified Project Services International, Inc. for County of Santa Barbara will be performed in accordance with the terms and conditions in our Board Contract Agreement BC 18-129.

If this meets with your approval, please sign the last page of this proposal and return which will serve as our notice to proceed.

The fees quoted in this proposal are valid for 60 days from this date. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Robert Chambers', is written over a horizontal line.

Robert Chambers, P.E.
President