# Amendment No. 1 to the Agreement for the Las Vegas/San Pedro Creeks Improvement Project with HDR Engineering, Inc. (BC No. 14-117)

The agreement between the Santa Barbara County Flood Control & Water Conservation District (County) and HDR Engineering, Inc. (Contractor) which was entered into on July 9, 2013 (Board Contract No. 14-117), is hereby modified and amended as follows:

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

<u>SCOPE OF SERVICES</u>. 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:

<u>TERM.</u> CONTRACTOR shall commence performance on July 9, 2013 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 \$732,962.20.
- **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 \$73,296.72.
- 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.

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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 amendment is effective on	
ATTEST: MONA MIYASATO CLERK OF THE BOARD	APPROVED AS TO INSURANCE: RAY AROMATORIO, ARM, AIC RISK MANAGER
By: Deputy	By: Janan
SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT	RECOMMEND FOR APPROVAL: Santa Barbara County Flood Control & Water Conservation District
By:Chair, Board of Directors  Date:	By: Scott D. McGolpin, Public Works Director
APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL  By:	CONTRACTOR: HDR Engineering, Inc.  By:  Title: Sr. Vice President
APPROVED AS TO ACCOUNTING FORM: ROBERT W. GEIS	*

## Las Vegas San Pedro Creeks Project

## PHASE 2 | AMENDMENT 1 STATEMENT OF WORK

## By HDR Inc.

July 11, 2014

- Project A Caltrans Transition Structure
- Project B UPRR & County Package
- Project C Flood Wall

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## Project Background, Location, and Need

The Santa Barbara County Flood Control and Water Conservation District (County) is leading an effort to complete capacity improvements along Las Vegas and San Pedro Creek under Calle Real, State Route 101, and Union Pacific Railroad (UPRR). Although implementation and fiscal responsibility for the improvements lie with a number of agencies – the County, Caltrans, UPRR, and the City of Goleta, the County will act as lead agency in the development of a single environmental document for all the proposed capacity improvements. The County has requested a scope of services and fee proposal to provide final design engineering services to support the County's desire to construct the project.

The project area is located in the City of Goleta between Fairview Avenue and Los Carneros Road and north of Hollister Avenue. The Las Vegas Creek and San Pedro Creeks run north to south and travel under Calle Real, State Route 101, and the Union Pacific Railroad facility. The creeks originate in the Santa Ynez Mountains, run south, and discharge into the Goleta Slough at the Pacific Ocean.

Under current conditions, the Las Vegas Creek culverts under State Route 101 and under the Union Pacific Railroad facility have the capacity to carry peak flows of less than a ten year event, while the San Pedro Creek culverts under State Route 101 and under the Union Pacific Railroad facility have the capacity to carry peak flows of about a ten year event. During heavy rains the existing capacity of the culverts under State Route 101 and under the UPRR facility is insufficient and results in overtopping at Calle Real and State Route 101. In 1995, 1998, and 2000 severe flooding occurred in this area causing significant financial losses to adjacent businesses.

## **Project Responsibility**

For the purposes of better defining the overall project, the project is subdivided as follows:

## Project A

Project A consists of San Pedro Creek and Las Vegas Creek culvert replacements under Calle Real and State Route 101. This project extends from the north side of Calle Real to Caltrans right of way south of State Route 101 at both San Pedro and Las Vegas Creek locations. This project is the responsibility of Caltrans. It is assumed that Caltrans will construct the "Ultimate" Project condition.

## Project B

Project B consists of the San Pedro and Las Vegas Creeks capacity improvements under the UPRR facility. This project includes the replacement UPRR bridges at San Pedro Creek and Las Vegas Creek as well as the grading and channel work necessary to conform to the Caltrans improvements (Project A) upstream and to the existing creek channels downstream.

## Project C

Project C consists of the San Pedro Creek Flood Wall located down stream of the UPRR Bridge.

## **Project Approach**

The following is our approach to accomplishing the goals of this project:

## Project A

The responsibility lies with Caltrans.

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## Project B

The County will improve the existing hydraulic capacity at both San Pedro and Las Vegas Creeks through the UPRR right-of-way by replacing the existing structures. The existing facility maintains one mainline track and is being used by UPRR and Amtrak. HDR has the following Project B scope assumptions:

- The project will consist of replacement bridges at Las Vegas and San Pedro Creeks. The substructure and super-structure of both bridges will accommodate double tracks width.
- UPRR will construct the bridges with reimbursement by the County Flood Control Agency.

## Project C

The County will construct a Flood Wall along the western bank of San Pedro Creek down stream of UPRR.

## Scope of Services for Phase 2 – Amendment #1

### Task 1: Project Management

**Task Objectives:** 

HDR will provide project management for the duration of the project.

**HDR Activities:** 

#### Task 1A - Project Management:

Develop and implement a work plan to (1) control and monitor HDR project team activities, (2) provide document control for the project, (3) prepare monthly invoices and progress reports, and (4) manage service activities and deliverables with the County Program Manager, Gerald Comati, throughout the project.

#### Task 1B - Quality Control and Quality Assurance:

HDR will provide quality control and quality assurance for the project based on the HDR QA/QC program.

#### Task 1C - Monthly Project Development Team (PDT) Meetings:

HDR will attend twelve (12) monthly PDT meetings with its project manager, senior civil, and senior hydraulic engineer.

#### Task 1D - UPRR C&M Agreement:

HDR will coordinate with UPRR to move forward with the execution of the C&M agreement.

Task Deliverables:

Monthly invoices, updated schedules, meeting agendas and minutes, and

monthly action item tracking logs.

**Assumptions:** 

Project duration of 12 months for the floodwall permitting and design, Bid

Support and Construction support per the schedule provided by COM3

Consulting on June 26, 2014.

## Task 2: Geotechnical Support

Task Objectives:

No Change

## Task 3: Survey Support

**Task Objectives:** 

No Change

### Task 4: Final Hydrology and Hydraulics Analysis & Report

Task Objectives:

This task includes the development of a FEMA CLOMR (Conditional Letter of

Map Revision) and floodway revision, although preparation of these map

revision items is not a part of this scope of work.

**HDR Activities:** 

#### Task 4A - Creek & Bridge Improvements:

No Change

#### Task 4B – Flood Wall Improvements:

No Change

#### Task 4C Hydraulic Modeling for Transition Structure and Fish Passage:

No Change

#### Task 4D – FEMA CLOMR Submittal:

HDR will prepare the required elements for the CLOMR and submit the package to FEMA for approval. The CLOMR will be consistent with FEMA regulations including 44 CFR, Chapter 1, Parts 60, 65 and 72. Specifically, since the proposed improvements include floodwalls/levees, the submittal will be consistent with 44 CFR 65.10 requirements. The project includes two flooding sources (Las Vegas Creek and San Pedro Creek) so hydraulic analysis, annotated work products, MT-2 Forms, etc., will be completed separately for each stream. The included CLOMR elements are described as follows:

- Hydraulic Analysis the Duplicated Effective (HEC-2 and HEC-RAS), Corrected Effective (HEC-RAS), Pre-Project (HEC-RAS), and Post-Project (HEC-RAS), hydraulic models prepared in Tasks 4A-C will be utilized for the CLOMR submittal. Additional Floodway analysis and potential floodway revisions will be provided to insure FEMA requirements are met for allowable surcharge and demonstrate that there is no increase to floodway elevations as a result of project improvements. If there are floodway impacts, additional documentation will be required in order to show that the impacts are allowable. This will include preparation of updated Floodway Data Tables. Hydraulic analysis for the 500-year event will be conducted to supplement the 10year, 50-year and 100-year FEMA analyses completed under Task 4B. Hydraulic models will be checked with the FEMA Check-RAS program and program comments will be addressed. Comments not addressed will be adequately explained in the submittal to FEMA. It is assumed that no changes will be made to the effective hydrology as a part of this study.
- Certified Topographic Workmap The study reach will be shown on a topographic workmap and will include the following information: preand post-project 100- and 500-year floodplain and regulatory floodway boundaries; stream centerline; cross section locations and alignments; water surface contours; topographic mapping source, date, accuracy and

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- coordinate systems; and community boundaries.
- Annotated FIRM a copy of the effective FIRM will be provided, annotated to show the revised 100- and 500-year floodplains and regulatory floodway. The Annotated FIRM will show tie-in to the effective boundaries at the upstream and downstream limits of the study reach. Annotated flood profiles for each flooding source will also be provided.
- Floodwall/Levee Plan and Profile Although it is anticipated that construction drawings for the channel/floodwall/levee improvements will be prepared under other Tasks 5-7, a separate plan and profile will be prepared for the floodwall/levee to highlight the following information: limits of the floodwall/levee structures, profile of the Base Flood Elevations, levee and/or wall crest and foundation, closure locations, and embankment protection measures. The purpose of this exhibit is to expedite the review of the CLOMR package.
- Embankment, Structure and Foundation Stability It is anticipated the information required to address embankment, floodwall and foundation stability (including settlement) will be provided by FUGRO as part of their Phase 1/2 deliverables. Review and coordination of their material is included in this task.
- Interior Drainage Areas determined in Task 4B to be flooded based on joint probability of interior and exterior flooding will be identified on the Workmap and Annotated FIRM.
- Sediment Transport It is anticipated that the potential impacts of sediment transport will be addressed in Task 4B and no additional effort will be needed in this task.
- Operations and Maintenance Plan It is anticipated that the County will prepare the project-specific O&M Plans as required by 44 CFR 65.10 and FEMA's Procedural Memorandum No. 63. Review of the O&M Plans will be provided in this task.
- Endangered Species Act (ESA) Compliance It is anticipated that the required ESA reviews have been (or will be) completed by others and documentation will be provided by the County and included in the CLOMR submittal. No additional work is included in this task.
- Public Notification/Outreach It is anticipated that notification of changes in Base Flood Elevation and/or regulatory floodway boundaries will be done by the County. Explanation of alternatives considered which would not result in a BFE increase above that permitted will be assembled to explain why they were not feasible. It is assumed that there are no insurable structures within the area of the proposed revisions.
- MT-2 Forms The appropriate forms (MT-2 Forms 1, 2 and 3) and supporting information required for the CLOMR application will be prepared based on the best available information. It is anticipated that the County will provide the necessary fees for the application.

FEMA Review Comments – It is anticipated that, at most, one (1) round of County comments and two (2) rounds of FEMA comments will need to be addressed and supplement information provided.

Task Deliverables:

- Updated Final Hydrology and Hydraulics Report (3 copies)
- CLOMR Package (6 copies)

**Assumptions:** 

- Previously completed HEC-RAS modeling of San Pedro Creek will be sufficient to refine for final channel design.
- Revisions to the effective FEMA hydraulic model for any physical changes in the floodplain will be limited to the project extents from Hollister Avenue to Calle Real on Las Vegas Creek and from Hollister Avenue to the upstream limits of the fish transition structure on San Pedro Creek.

#### Task 5: 60% PS&E Flood Wall / Berm

**Task Objectives:** 

HDR will prepare a 60% Plans, Construction Cost Estimate and Specification Table of Contents for the following disciplines (only after the County provides

written approval):

**HDR Activities:** 

Task 5A - Flood Wall Plans:

HDR will prepare flood wall design for one wall approximately 600 lineal feet long to a 60% PS&E level:

• Provide structural design calculations for the flood wall based on the revised alignment as a result of the Phase 2 scope of work for Task 4B that shifted the alignment to the north approximately 300-ft. This shift places the wall into an area where existing building foundations are in

the way and will require additional calculations to prevent impacts of the floodwall to the existing building foundation.

Task Deliverables:

No Change

**Assumptions:** 

Task 5B - Flood Berm Plans

No Change

Task 5C - Parking Lot Plans

No Change

Task 5D - Right-of-Way

No Change

Task 5E - Specifications

No Change

Task 5F - Construction Cost Estimate

No Change

Task 6.1: 90% PS&E - UPRR Bridges + Grading

Task Objectives:

No Change

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**HDR Activities:** 

No Change

Task Deliverables:

No Change

**Assumptions:** 

No Change

#### Task 6.2: 90% PS&E - Flood Wall/Berm (Phase 2)

Task Objectives:

No Change

**HDR** Activities

No Change

Task Deliverables

No Change

**Assumptions** 

No Change

### Task 7.1: 100% PS&E - UPRR Bridges + Grading

Task Objectives:

No Change

**HDR Activities:** 

No Change

Task Deliverables:

No Change

**Assumptions:** 

No Change

#### Task 7.2: 100% PS&E - Flood Wall

Task Objectives:

No Change

**HDR Activities** 

No Change

Task Deliverables

No Change

Assumptions

No Change

## Task 8: Construction Support Services

Task Objectives:

Following completion of the 100% design, HDR will provide construction support to facilitate and resolve any construction issues that may arises from

UPRR and Caltrans.

**HDR Activities:** 

#### **Task 8.0A – Construction Engineering Support:**

THE CONSULTANT shall provide bid and construction support as follows:

- Bid Phase Support: HDR will assist the County with responses to bidder questions, addenda and the development of a conformed PS&E package.
- Review of Contractor-Prepared Product Submittals, Product Samples and Certificates of Compliance: HDR will review contractor-prepared shop drawings, product submittals and certificates of compliance and make a recommendation for action. Review action will conform to the project special provisions. Submittals reviewed by the Consultant and returned to the Construction Manager (CM) will be marked according to the action categories stated in the project special provisions with an inked stamp, signature of the reviewer and the date of submittal review.

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Currently, these action categories are as follows:

- A. Conforms.
- B. Conforms as Noted.
- C. Make Corrections As Noted.
- D. Revise and Resubmit.
- E. Rejected.
- F. Submit Specified Item.
- G. No action taken
- HDR will review initial submittals, recommend submittal action and return submittals to the CM within eight (8) working days.
- Response to Contractor-Submitted Requests for Information (RFI's):
   HDR will review and respond to RFI's forwarded from the CM. HDR
   will review each RFI and provide an initial response to the CM within
   five (5) working days. HDR will maintain an RFI Log with date
   received and date answered for each RFI. Submit RFI log monthly to
   the County Project Manager.
- Construction Meetings: HDR will be available during construction for conference calls meetings for up to 5 meetings.
- As-Builts: HDR will prepare CAD-drafted as-built drawings to incorporate changes to the design from CM-approved field construction changes. CAD-drafted as-built drawings will be amended with an "AS-BUILT" block or stamp to identify the drawing correctly depicts what was constructed.

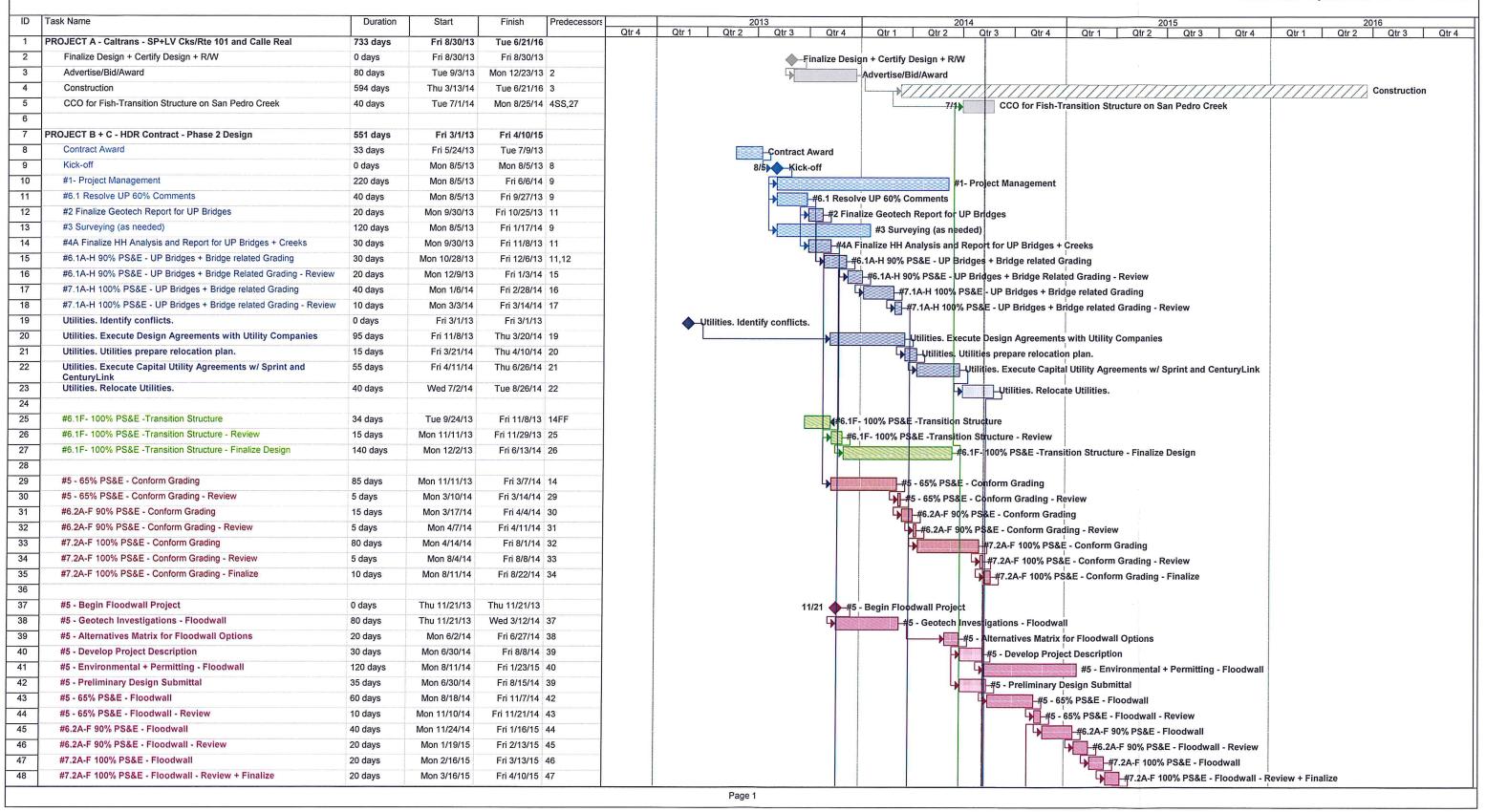
Task Deliverables:

- Submittal & RFI responses and monthly log.
- As-built plans

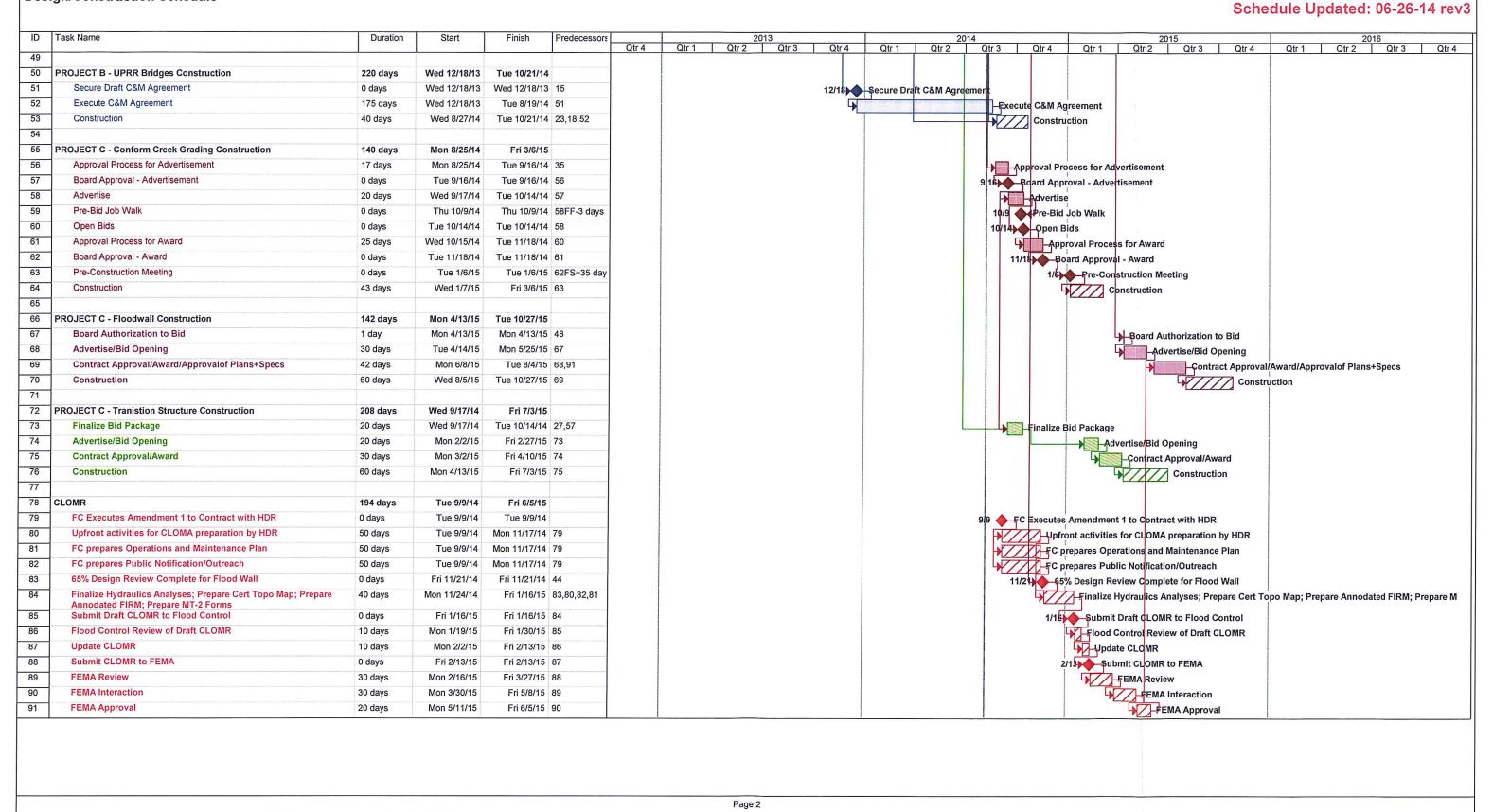
**Assumptions:** 

- The Construction Support included herein is ONLY for the Caltrans, County and UPRR packages. This excludes the floodwall (Project C) related items.
- FUGRO, MNS Engineers and CWE Corporation shall assist in Bid & Construction Support on an as-needed basis. Design Support During Construction will be authorized on a Task Order basis. The sequence of events would be as follows:
  - o A task is requested from UPRR or County.
  - o HDR prepares a scope and cost proposal.
  - o County reviews and approves the Task Order.
  - o Upon receipt of written approval (email), HDR performs work.

Schedule Updated: 06-26-14 rev3



By COM3 Consulting Print Date: Fri 8/8/14





UPRR E

### ATTACHMENT B2

IECT

-D3

			MAN-HOUR	SUMMARY	- PHASE Z					
TASK		Project Principal	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Drafter Tech	Clerica	Task Total	
Task 1 - Project Management		Timelpai	Manager	Liigilieei	Liigiteet	Liigilieei	16011		Total	
1A Project Management			24		1			48	72	
1B Quality Control Review and Quality Assu	rance	1	8					16	24	l.
1C PDT Meetings		L	24	24	- 24		1		72	
1D UPRR C&M Agreement			8	32		1			40	
* _	sub-total	0	64	56	24	0	0	64	208	\$37,632.0
Task 2 - Geotechnical Support		1	1				1	1	1	
2A FINAL Geotechnical Report	•		Į.					1	0	1
	sub-total	0	0	0	0	0	0	0	0	\$0.00
Task 3 - Survey Support			1						į.	
3A Survey Coordination							1		0	1
	sub-total	0	0	0	0	0	0	0	0	\$0.00
Task 4 - Final Hydrology & Hydraulics Analysis -	UPRR									
Bridges + Floodwall/Berm		1					1			1
<ul> <li>4A Creek &amp; Bridge Improvements</li> </ul>					l		1	1	0	1
4B Flood Wall & Berm Improvements		1					1		0	
<ul> <li>4C Hydraulic Modeling for Fish Passage</li> </ul>						ł		1	0	
4D FEMA CLOMR Submittal			24	60	200		100	1	384	1
	2 0 7 2			227					0	
Table and Book Block Block	sub-total	0	24	60	200	0	100	0	384	\$59,184.00
Task 5 - 60% PS&E - Flood Wall/Berm	~								,	1
5A Flood Wall	-		8	12	40	40			100	
5B Flood Berm									0	
5C Parking Lot Plans			1						0	1
5D Right-of-Way Plans	×						1		0	1
5E Specifications			1				1		0	Į
5F Construction Cost Estimate				40	40	40		_	0	845 540 00
Cook 64 00% DOSE UDDD Daldrice - Cooding	sub-total	0	8	12	40	40	0	0	100	\$15,548.00
Fask 6.1 - 90% PS&E - UPRR Bridges + Grading 6.1A General Plans			1	1					0	
6.1B Track Plans			- 1	1					0	
6.1C Grading & Drainage Plans									Ö	1
6.1D Bridge Plans				- 1					0	
6.1E Utility Plans			•	i	1				. 0	1
6.1F Transition Structure Plans	- 1		1		1				ō	
6.1G Specifications			1	I	- 1				Ö	1 1
6.1H Construction Cost Estimate	- 1		1	1	1				0	
	sub-total	0	0	0	0	0	0	0	0	\$0.00
ask 6.2 - 90% PS&E - Flood Wall/Berm						750		- 9		
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6.2B Flood Berm	1	i	1		1				0	
6.2C Parking Lot Plans	ı	1	- 1	1	j				0	1
6.2D Right-of-Way Plans				ď				-	0	
6.2E Specifications	- 1		- 1						0	1
6.2F Construction Cost Estimate		- 1			_ 1	_	_		0	
	sub-total	0	0	0	0	0	0	0	0	\$0.00
ask 7.1 - 100% PS&E - UPRR Bridges + Grading 7.1A General Plans		- 1	- 1	l l						1 1
		1	1	1				1	0	1
7.1B Track Plans 7.1C Grading & Drainage Plans	- 1	- 1	1			1		l	. 0	1 1
7.10 Grading & Drainage Plans 7.1D Bridge Plans		- 1		1	- 1	l		- 1	0	1
7.1E Utility Plans	1		. /		1	1	- 1		0	1
7.1F Transition Structure Plans	- 1			N .	- 1			. 1	0	
7.1G Specifications						1	1		Ö	
7.1H Construction Cost Estimate	1		1					-	Ö	1
	sub-total	0	0	0	0	0	0	0	Ö	\$0.00
sk 7.2 - 100% PS&E - Flood Wall/Berm				•	-	-	* ,	-	W <del>E</del> X	\$5.00
7.2A Flood Wall		1		1			1		0	
7.2B Flood Berm	- 1			1	- 1	1			ō	1
7.2C Parking Lot Plans	1		- 1		l.			1	ő	
7.2D Right-of-Way Plans					. 1			1	Ō	1
7.2E Specifications	- 1		- 1		1	- 1		- 1	Ō	1
7.2F Construction Cost Estimate	1			1	- 1	1			ō	ı
•	sub-total	0	0	0	0	o	0	0	o	\$0.00
sk 8 Bid & Construction Support								~~		
8.1A Bid & Construction Support .	20	4	16	40	60	40	24	40	224	
	sub-total	4	16	40	60	40	24	40	224	\$34,124.00



Grand Total

Santa Barbara County Flood Control and Water Conservation District
UPRR BRIDGES OVER SAN PEDRO AND LAS VEGAS CREEK REPLACEMENT PROJECT
FINAL DESIGN PS&E - PHASE 2 (Change Order 2014-07-11)

HX

TOTAL FEE - PHASE 2 \$150,407.20

		FINA	DESIGN P	S&E - PHAS	E 2 (Change	Order 2014-07-11	1)				
			- 1	FEE SUMMA	RY - PHASE	2	7				
		Project	Project	Senior	Project	Design	Drafter	Clerical			Task
		Principal	Manager	Engineer	Engineer	Engineer	Tech		4		Labor Cost
2013 Averag	e Hourly Rate	\$272	\$241	\$225	\$147	\$126	\$105	\$95			
Original Estimated Hours		4	112	168	324	80	124	104			\$146,488
TOTAL LABOR COST		\$1,088	\$26,992	\$37,800	\$47,628	\$10,080	\$13,020	\$9,880			\$146,488
14											
ESTIMATED LABOR COST PER TASK	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6.1	Task 6.2	Task 7.1	Task 7.2	Task 8	Est Labor
BREAKDOWN .	Proj Mgm	Geotech	Survey	Final H&H	60% PS&E	90% PS&E	90% PS&E	00% PS&	100% PS&E	Design Suppor	Cost per Tas
BREARDOWN .	& Coord	Support	Support		FW/Berm	UPRR	FW/Berm	UPRR	FW/Berm	ring Constructi	Breakdown
Original Labor Cost	\$37,632	\$0	\$0	\$59,184	\$15,548	\$0	\$0	\$0	\$0	\$34,124	\$146,488
	25.7%	0.0%	0.0%	40.4%	10.6%	0.0%	0.0%	0.0%	0.0%	23.3%	
										-	
	Dian Dani	roduction			Travel - Car	Surveying	Gootag	chnical	Engineering:		
ESTIMATED DIRECT EXPENSES	(Plans, Pr		Technolog	gy Charge	Mileage	MNS:	Fugro:	100000000000000000000000000000000000000	CWE		Cost
ESTIMATED BIRLOT EXTENSES	Copies		(\$/	(\$/hr)		Subconsultant	Consulta	Control of the Contro	Corporation		Cost
RATE	\$25		63	.70	(miles) \$0.560	\$0	SC	• •	\$0		
Original Quantity	1	•		16	500	1	1		1		\$3,919.20
	<del></del>				230	Total Estir	nated Direct	Expenses			\$3,919.20
	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW					.otar Loui	Direct				<b>‡5,010.E0</b>