# Attachment A

# **Contract Summary**

BC	
DC	-

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.

D.4	Terminal of the state of the st	202 1 10 10 10 202
D1.	Fiscal Year	18/19, 19/20, 20/21
D2.	Department Name:	Resource Recovery and Waste Management
D3.	Contact Person:	Todd Curtis
D4.	Telephone:	(805) 882-3621
K1.	Contract Type:	Professional Services
K2.	Brief Summary of Contract Description/Purpose:	TRRP Construction Management and Inspection
K3.	Department Project Number:	828368
K4.	Original Bid Amount:	1,049,696.00
K4a	Supplemental:	\$0.00
K4b	Contingency:	\$0.00
K4c	Total Contract Amount:	\$1,049,696.00
K5.	Contract Begin Date:	12/04/2018
K6.	Original Contract End Date:	06/30/2021
K7.	Amendment? (Yes or No):	No
K8.	- New Contract End Date:	
K9.	- Total Number of Amendments:	
K10.	- This Amendment Amount:	
K11.	- Total Previous Amendment Amounts:	
K12.	- Revised Total Contract Amount:	
B1.	Is this a Board Contract? (Yes/No):	Yes
B1a	Intended Agenda Date:	December 4, 2018
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	five
B4.	Lowest Bid Amount (if bid):	3
B5.	If Board waived bids, show Agenda Date:	
	and Agenda Item Number:	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	No
F1.	Fund Number:	1930
F2.	Department Number:	054
F3.	Line Item Account Number:	8200
F4.	Project Number (if applicable):	828368
F5.	Program Number (if applicable):	1850
F6.	Org Unit Number (if applicable):	
F7.	Payment Terms:	NET 30
V1.	Auditor-Controller Vendor Number:	082849
V2.	Payee/Contractor Name:	Simplus Management, LLC
V3.	Mailing Address:	11095 Knott Avenue, Suite L
V4.	City State (two-letter) Zip (include +4 if known):	Cypress, CA 90630
V5.	Telephone Number:	714-209-7671
V6.	Vendor Contact Person:	Stephen Mutch
V7.	Workers Comp Insurance Expiration Date:	10/26/19
V8.	Liability Insurance Expiration Date:	10/26/19
V9.	Professional License Number:	N/A
V10	Verified by (print name of county staff):	Gloria Alvarez
	1 100 pp of A White to speciment, and the among Francisco	

Date: \_\_\_\_\_\_ Authorized Signature: \_\_\_\_\_\_

#### AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Simplus Management, LLC with an address at 11095 Knott Avenue, Suite L, Cypress, CA 90630 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

#### 1. DESIGNATED REPRESENTATIVE

Todd Curtis at phone number 805-882-3621 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Stephen Mutch at phone number 714-209-7671 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

#### 2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Mark Schleich, 130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101 To CONTRACTOR: Paul J. Buckley, 11095 Knott Avenue, Suite L, Cypress, CA 93060

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

#### 3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

#### 4. TERM

CONTRACTOR shall commence performance on December 4, 2018 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated.

#### 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the

address given in Section 2 <u>NOTICES</u> above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### 6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### 7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### 8. **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### 9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### 10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such

interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### 11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### 12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### 13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### 14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally

accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### 15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### 16. **NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### 17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### 18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### 19. TERMINATION

- A. <u>By COUNTY.</u> COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
  - For Convenience. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days
    written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind
    down and cease its services as quickly and efficiently as reasonably possible, without performing
    unnecessary services or activities and by minimizing negative effects on COUNTY from such winding
    down and cessation of services.
  - 2. For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY

governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- 3. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. <u>By CONTRACTOR</u>. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

#### 20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

#### 21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### 22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### 23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

#### 24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

#### 25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

#### 26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

#### 27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

#### 28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

#### 29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

#### 30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not

have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

#### 31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

#### 32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

//

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Simplus Management, LLC.

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

ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato County Executive Officer Clerk of the Board	
By: Deputy Clerk	By: Chair, Board of Supervisors
Deputy Clerk	Date:
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
Scott D. McGolpin Public Works Director	Simplus Management, LLC
By: Department Head	-By: fact Buchly Authorized Representative
V	Name: PAUL J BUCKLE
	Title: VICE PRESIDENT
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
Michael C. Ghizzoni County Counsel	Theodore A. Fallati, CPA Auditor-Controller
By: Deputy County Counsel	By: Sty In Adall Deputy

# APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC Risk Management

Risk Management

#### **EXHIBIT A**

# STATEMENT OF WORK

Contractor shall provide owner's representative services as set forth in the Simplus Management proposal "Re: Tajiguas Resource Recovery Project No. 828368 – Owner's Representative Services" dated October 12, 2018. The detailed scope of work is stipulated in Attachment A1 and is incorporated by reference. Simplus Management's Fee Estimate for proposed services is provided in Attachment A2 and is incorporated by reference.

Stephen Mutch, Rich Roth, and John Duong shall be the primary individual(s) personally responsible for services as specified in Attachment A-1. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's Designated Representative.

**Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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# ATTACHMENT A1

# SIMPLUS PROPOSAL



October 12, 2018

Attention: Mr. Todd Curtis, Civil Engineer County of Santa Barbara, Public Works Department Resource Recovery and Waste Management Division 130 East Victoria Street, Suite 100 Santa Barbara, CA 93101

Re: <u>Tajiguas Resource Recovery Project No. 828368 – Owner's Representative Services</u>

Dear Mr. Curtis:

Simplus Management Company, LLC (Simplus), as prime consultant, and SWT Engineering, as subconsultant, are excited to present this Proposal to the County of Santa Barbara Public Works Department. In developing this Proposal, we have addressed the contents and elements outlined in the Request for Proposal, Addendum No. 1, dated November 3, 2016, and Addendum No. 2, dated November 28, 2016. This proposal also includes the project realignment changes made in 2017 and 2018.

Our team fully understands the goals, objectives and the proposed scope of work for the proposed Owner's Representative services contemplated for the Tajiguas Resource Recovery Project. The overall goal is to deliver a quality project on time, within budget, and in full compliance with applicable regulations and site permits. Our team has successfully accomplished this overall goal through our 22+ years of continuous involvement on public agency landfill and other infrastructure and development facilities.

<u>Project Understanding</u>: The Santa Barbara County Public Works Department, Resource Recovery and Waste Management Division (RRWMD) is responsible for the management of waste resources in the County. RRWMD's mission is to protect the public health by providing County residents with cost-effective, innovative and environmentally-sound solutions in waste management.

The Tajiguas Landfill is a Class III non-hazardous municipal solid waste disposal facility. An expansion of the landfill was last approved in 2002, with minor changes in 2006, and a reconfiguration of the waste footprint approved in 2009 (the Tajiguas Landfill Expansion Project). Since approval of the Tajiguas Landfill Expansion Project, RRWMD has been investigating alternatives to landfilling.

The culmination of over five years of research, study and public dialogue has resulted in the proposed modification of the Tajiguas Landfill Expansion Project and the decision to construct and operate a Resource Recovery Project at the Tajiguas Landfill to further recover recyclable material from the waste stream. The project will also include construction of a dry anaerobic fermentation facility as an alternative to burying organic waste. The County has contracted with



MSB Investors, LLC to construct the Tajiguas Resource Recovery Project using a design-build project delivery method.

The County desires to contract with a qualified construction management and engineering firm to support the County in the role of Owner's Representative during the construction of the Tajiguas Resource Recovery Project.

In considering our qualifications, we wish to emphasize that Simplus offers the following <u>Unique</u> <u>Expertise</u> and <u>Benefits</u> to the County:

<u>Focused Professional Services</u>. Simplus stands apart from other large, multi-disciplined A/E firms that offer multiple consulting and other technical services. Simplus specializes in only one service — Contract Administration-Project Management services on design-build and design-bid-build projects for Public Agencies. We are accustomed to taking a leadership role and responsibility while serving as an active team member and an extension of agency staff.

<u>Successful, Proven Track Record in Claims Avoidance Strategies in all Aspects of CA-PM.</u>
Simplus has managed more than \$950M of construction over the past 22 years with zero claims.
One key factor in avoiding claims is to identify and mitigate potential risks prior to bid.

Innovative Document Control and Reporting. Simplus implemented a paperless Cloud-based project collaboration system which made ALL project information available to all team members on a real-time basis. This Virtual Project Office (VPO) system has been successfully implemented at OC Waste & Recycling's Central and North Regions, and several other Cities that Simplus is working with. The benefits of the system include reduction of the volume of emails and hard copies by 95%, and allows team members to share information regardless of office or staff location.

In closing, we appreciate the opportunity to submit this Proposal. Please contact me at our office at 11095 Knott Avenue, Suite L, Cypress, CA 90630, through our main line at (714) 209-7671, via cell at (562) 743-9420, or via email at <a href="mailto:smutch@simplusmanagement.com">smutch@simplusmanagement.com</a> for any matters concerning this Proposal.

Sincerely,

Stephen Mutch, P.E., CCM

**Director of Environmental Services** 





# **TABLE OF CONTENTS**

# **Transmittal Letter**

# **Table of Contents**

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# 1. EXECUTIVE SUMMARY

Simplus and its sub-consultant, SWT Engineering, bring a truly uniquely strong team to the County of Santa Barbara's Tajiguas Resource Recovery Project. The team brings an unsurpassed understanding of the work to be performed, key professionals with construction management and engineering expertise directly relevant to landfills and resource recovery; a senior project manager with a fiscally responsible and proven project delivery process; managers who understand scheduling, the background logic and reasonableness; a team driven to enhance performance through innovation; and, in summary, an outstanding knowledge of Federal, State and Santa Barbara County procedures, practices and policies.

<u>Understanding of Work to be Done</u>. Simplus and its sub-consultant, SWT Engineering, bring exceptional understanding of the work to be done.

- Simplus has served as Owner's Representative on public agency Design-Build projects.
  - Project construction components have included:
    - ✓ Monitoring Regulatory Agency Permitting
    - ✓ Site Grading
    - ✓ Reinforced Concrete Construction
    - ✓ Mechanical/Electrical/Pneumatic Systems
- Simplus' core competence is Construction Management of public agency infrastructure, particularly municipal landfill projects.
- Simplus and SWT staff have worked together on more than a dozen landfill projects since 2003.

# Project Team and Experience with Similar Facilities.

- Simplus was the **Owner's Representative** on a municipal fleet services facility somewhat larger than the Project's MRF and ADF (88,633 square foot).
  - Project components included:
    - ✓ Reinforced Concrete Construction
    - ✓ Mechanical/Electrical/Pneumatic Systems
  - Our proposed Principal Project Manager (Paul Buckley, P.E.) was the Owner's Representative.
- Simplus was the Owner's Representative on a \$1B 13-acre mixed use development.
  - Project components included:
    - ✓ Mechanical/Electrical/Plumbing Systems
    - ✓ Municipal Infrastructure
  - Our proposed Senior Project Manager (Stephen Mutch, P.E.) was the Owner's Representative.
- Simplus' proposed Senior Project Manager (Stephen Mutch, P.E.) was the engineering designer for two material recovery facilities in Southern California. In addition to design, he was also responsible for project permitting. Subsequently, both project sites have been acquired and are now operated by Waste Management Corporation.





<u>Financial Responsibility</u>. Simplus' Senior Project Manager will use our project development process, which is based on a high degree of communication and proven project tracking tools. Technical quality, budget and/or schedule issues may arise during the course of any project. Simplus' Senior Project Manager's approach is to "plan for success" by identifying issues early and working them out quickly and efficiently. Effective communication between the Simplus team and RRWMD staff will be key to the project's success.

<u>Understanding of Schedule</u>. Simplus has reviewed Exhibit C – Schedule prepared by the Design-Build contractor, recently updated in August 2018. We understand the various time lines and important dates. The existing schedule does not provide adequate time for adequate constructability reviews. Also, normally the Owner's Representative would monitor permitting and approvals.

One of our first tasks will be to review in detail the Design-Build contractor's scope and budgets, QA/QC and other project performance criteria. The project schedule will be reviewed for logic, reasonableness and conformance to the requirements of the County's contract documents. We plan to expedite the constructability reviews of the Architectural and M/E design packages to keep the project on schedule.

<u>Innovation or Advanced Techniques</u>. Innovation is a strong component of Simplus' corporate culture. Simplus is constantly reviewing the latest technology being used in the construction industry. Simplus reviews and educates all employees on the use of these new systems, materials, and construction means and methods.

Simplus recently set up and successfully implemented a paperless Cloud-based project collaboration system on OC Waste & Recycling's Phase VIIIB-2 Groundwater Protection System and Buttress Project currently underway at the Frank R. Bowerman Landfill. This new system has made ALL project information available to team members on a real-time basis and has reduced the volume of emails and hard-copies by 95%.

Familiarity with State/Federal/County Procedures. Simplus has provided construction management, Quality Assurance/Quality Control support services for over 30 OC Waste & Recycling landfill projects in Orange County since 2004. During this time, Simplus has successfully obtained and monitored permits and regulations from federal and state agencies, including the Resource Agency. SWT Engineering has worked closely with the regulatory agencies overseeing landfill closure projects throughout the State of California, including the RWQCB-Central Coast Region, on issues relating to municipal waste landfill operations and closure, the Santa Barbara County LEA, the County of Santa Barbara, and CalRecycle (formerly the CIWMB) on numerous projects. The team takes pride in having an excellent reputation and working relationship with these agencies.





#### 2. PROJECT TEAM ORGANIZATION AND KEY PERSONNEL

<u>Team Organization and Management</u>. Our team will be organized on a prime/sub-consultant basis with Simplus providing Owner's Representative services as the prime consultant. Owner's Representative services will be provided under the direction of the Principal Project Manager, Paul J. Buckley, P.E., and the Senior Project Manager, Stephen Mutch, P.E., CCM.

Simplus will be supported by a team, including a resident on-site construction observer and a part-time field office engineer. SWT Engineering will provide as-needed engineering and construction management services as well as direct knowledge of the Tajiguas Landfill geology and operations.

Professional support staff will be assigned on an as-needed basis and will mobilize based on the demands of construction activities. The team will be structured to function as an extension of the RRWMD staff with all communication flowing through the Simplus Senior Project Manager.

<u>Simplus Management Company, LLC (Simplus)</u>. Simplus was founded in 1996 as a California corporation. The firm is headquartered in Cypress and will service this project. Simplus is completely focused on providing professional program and construction management consulting services. We continually meet or exceed client expectations for quality, cost and schedule attainment. By leveraging the professional experience, technical knowledge, and skill of our support personnel, Simplus has the depth of expertise and resources to simultaneously accommodate multiple projects of varying size and scope. With its 22 years in the industry, Simplus has successfully managed construction of more than \$950 million in public agency infrastructure projects in Southern California.

Simplus stands apart from other large, multi-disciplined engineering firms that offer planning, engineering, architecture, construction, environmental, consulting and technical services. Simplus specializes in only one service—professional Contract Administration—Design-Build and Project/Construction Management Services (Owner's Representative) for public agencies.

We believe this focus, together with our qualifications and experiences in project management of public agency facility and infrastructure projects, including municipal solid waste landfills, administration and fleet maintenance facilities, essential public service facilities (police stations, fire stations, and 911 emergency operations and data centers), ports and harbors, airports, roadways, bridges, railroads, transportation stations, rail and roadway grade separation projects, parking structures, parking lots, the full spectrum of streets and highways, water, sewer, natural gas, communications, and electrical systems, brings to the County of Santa Barbara, Public Works Department's Resource Recovery and Waste Management Division (RRWMD) an outstanding team of Construction Project Management professionals, who will work together as an extension of the RRWMD staff in the successful delivery of the proposed Tajiguas Recovery Project.





The combination of a solid client base and steady growth enables Simplus to attract and retain the industry's top talent. The PM staff who will be assigned primary responsibility for the RRWMD Owner's Representative contract administration and project management responsibilities all work from Simplus' Orange County office in Cypress or directly on project sites (14 employees).

Simplus' management and project team members have extensive knowledge and experience in providing and directing a full range of design oversight/construction management/project management Owner's Representative services. Simplus' project managers and senior construction managers hold various certifications, including Registered Professional Civil Engineers, Certified Construction Managers, Design-Build Professionals, LEED, and QSD/QSP certified. Having the Professional Engineer License lends credibility when dealing with the contractor, is critical in defending claims, and gains respect when dealing with design engineers and architects. Simplus' personnel combine extensive work experience and educational background with active participation in professional organizations and seminars to keep updated on current laws and trends.

Simplus defines success by value of its services delivered. We invite RRWMD to explore how our record of proven success and expertise has enabled us to accomplish our goal to become the preferred provider of program/construction management consulting services. Recently, Simplus applied for a federal General Services Administration (GSA) Schedule Contract. As part of our application, we had to provide 20 client references to Open Ratings, Inc., a division of Dunn & Bradstreet. Our overall Performance Rating was 95%, using the GSA criteria of reliability, cost, order accuracy, delivery/timeliness, quality, business relations, personnel, customer support and responsiveness.

<u>Financial Condition</u>. Simplus is financially healthy and has good credit. Simplus has never been in bankruptcy or defaulted on a contract. There is no pending litigation or plans to close any offices. We are not involved in an impending merger or acquisition and there are no conditions that would impede Simplus' ability to complete the services required for this project. No claim has ever gone to mediation or court to be settled. Simplus has had no lawsuits or litigation resulting from any public works undertaking.

<u>SWT Engineering, Inc.</u> SWT Engineering (SWT) is a multi-disciplined, civil and environmental engineering firm founded in 2007 by Mr. Michael A. Cullinane, Mr. John R. Boucher, and Mr. Richard M. Genzel, who have a combined experience of over 60 years in the solid waste industry in the southwestern United States. SWT is comprised of a diversified staff of professional and technical support personnel with specialized experience in solid waste engineering.

Over the past 20 years, SWT staff has performed projects at more than 200 landfill sites, primarily in California and Arizona, but also in Montana, New Mexico, and Hawaii. Sites have ranged from large regional metropolitan disposal sites to small waste disposal facilities in remote rural areas. SWT staff has prided themselves with innovative landfill designs which have generated additional





landfill capacity and associated revenue while preserving and minimizing capital costs in development of both new and existing disposal sites. SWT staff has extensive experience with construction management with both the active development of waste containment systems as well as closure improvements.

SWT features a staff of civil and environmental engineers, supported by designers, regulatory compliance specialists, construction management, field technicians, and technical support personnel.

#### Key Personnel.

# Paul J. Buckley, P.E., LEED AP, QSD, Associate DBIA – Principal Project Manager

#### YEARS OF EXPERIENCE

• 35-

#### **EDUCATION/CERTIFICATIONS**

- B.S., Civil Engineering, New Jersey Institute of Technology
- A.S., Engineering Science, Middlesex County College
- LEED AP
- SWPPP QSD
- Associate DBIA

#### REGISTRATIONS

- Registered Civil Engineer, California #52109
- Registered Civil Engineer, Arizona #20889

#### **AFFILIATIONS**

- Construction Management Association of America
- U.S. Green Building Council
- Design Build Institute of America
- American Society of Civil Engineers

# **Qualifications Summary**

Paul Buckley is Vice President and co-founder of Simplus Management Corporation (Simplus). Mr. Buckley is an engineering professional with demonstrated ability to develop and implement program, project and construction management services and marketing strategies, while nurturing business partner loyalty and staff motivation, all which allow Simplus to differentiate itself in the market in terms of client satisfaction and repeat business. Mr. Buckley has more than 35 years of experience in providing professional engineering and construction management.

#### Representative Experience

Simplus, President – Construction Manager – 1996 to Present. Mr. Buckley is responsible for all technical aspects of program, project and construction management, including estimating and bidding, contract negotiations and supervision of field/production operations. Mr. Buckley is responsible for leading numerous multi-disciplinary teams of professionals to develop multi-million dollar, multi-year programs and

projects. Mr. Buckley's background includes schedule and budget control, supervision and general management implementation. He is familiar with engineering audits and remediation, project certification, project planning, staff and client training, regulation and guideline preparation, public meeting organization and presentations.





# Stephen Mutch, P.E., CCM, Associate DBIA, QSD – Senior Project Manager

#### YEARS OF EXPERIENCE

• 304

#### **EDUCATION/CERTIFICATIONS**

- B.S., Civil Engineering, California State University, Long Beach
- SWPPP QSD
- CCM Cert by CMAA, #2384

#### REGISTRATIONS

 Registered Civil Engineer, California #66757

#### **AFFILIATIONS**

- Building Commissioning Authority
- National Registry of Environmenta Professionals
- Construction Management Association of America
- Design Build Institute of America

#### **Qualifications Summary**

Mr. Stephen Mutch has more than 30 years of broad civil design and construction experience in surveying, civil design, project management, construction management, and contract administration for various types and sizes of public agency projects. His design experience includes work on public facilities and material recycling facilities, sewers, storm drains, wood and steel framed buildings, soil and groundwater remediation systems. During the past 15 years, he has focused his career on program, project and construction management as well as contract administration exclusively for public agency capital improvement projects.

Mr. Mutch is also very computer literate and is a power user of project management, drawing, scheduling, digital terrain modeling and electronic document control software and technology programs.

# **Experience in Program/Construction Management**

Trans Pacific Container Service Corp., Tra-Pac Container Terminal Administration Building, Port of Los Angeles, California. Simplus has recently been awarded a five-year on-call construction management contract with the Port of Los Angeles. One of the first assignments is to serve as the Port's Construction Manager responsible for contract management, construction inspection and observation, and monitoring commissioning efforts for the new LEED Gold-certified building. Special effort was required to resolve several hundred outstanding change order requests submitted by the contractor. The close-out phase included inspection, permitting, and monitoring the Certificate of Occupancy process. The building construction is a steel-framed structure and glass curtain wall. Environmental issues included drainage control SWPPP management in compliance with the Port's Green Port objectives.

Signal Hill Police Station & Emergency Operations Center, Signal Hill, California. Program and Construction Manager for a new 22,000 s.f. police facility. The work included design review of plans and specifications, coordinating design and construction activities with the local community and several City, County and State agencies, including the Corrections Standards Authority (CSA) and the County of Los Angeles. The police facility includes 14 jail cells, detox rooms, 911 communications department, live scan facilities and emergency power systems. The work also included on and offsite improvements for a storm drain system, new intersections, sidewalks and driveway access. Communication and security systems include digital recording and communications equipment, installation of cameras and sound equipment in the interview





areas of the facility and phone systems. Simplus also coordinated the upgraded electrical power systems.

North Police Station, Long Beach, California. Resident Engineer of a new 22,000 s.f. police facility in an urban park setting. The work included design review of plans and specifications, coordinating construction activities with the local community and several City agencies, including the Parks, Recreation and Marine Department and the Long Beach Emergency Communications and Operations Center (911). The police facility work included over 1,600 l.f. of CMU retaining walls, a 1,300 s.f. vehicle maintenance facility, installation of a fueling system to support the police cars and emergency power systems, construction of over \$100,000 of ADA improvements within Scherer Park, oversight for the design and construction of a storm drain system capable of handling 15 cfs flow and coordination with Los Angeles County agencies. Communication and security systems included digital recording and communications equipment, live scan equipment, installation of cameras and sound equipment in the interview areas of the facility and phone systems. Simplus also coordinated the selection and installation of the furniture systems.

Quality Paper Fibers, Pico Rivera, California. Design & permitting of municipal recycling facility. Project consisted of new 24,000 square foot steel building, new foundations, placement of bailing equipment, fire flow study and location of new fire hydrants, layout and permitting of fire sprinkler and deluge system/equipment. Design and layout of new parking area following local codes and ADA requirements. Coordinated selection of subcontractors and interfaced with owners for continued plant operations during construction.

Quality Paper Fibers, Santa Clarita, California. Design & permitting of municipal recycling facility. Project consisted of sorting and bailing equipment, electrical controls, sizing of wire, conduits. Fire design was required to support a 20,000 SF recycling storage area. The fire design included standby water and fire monitor and was reviewed and approved by LA County Fire Authority. The new office space included 3,050 square foot tenant improvement including HVAC, interior space layout, Title 24 report, ADA compliant bathrooms, design and permitting of new sewer connection. Coordinated selection of subcontractors and interfaced with owners for continued plant operations during construction of sorting and office facilities.

City of Huntington Beach Program Management. Inspection Services Contract Administrator and program manager for various projects outlined in the capital improvement program. Tasks included preparing plans and specifications, bidding and selection of consultants and contractors for arterial street repairs, overlay of residential streets, Energy Retrofit Program, HVAC improvements/upgrades and painting of the Civic Center Complex. Work also included evaluation of building exterior structure, damage due to rusted rebar, cracked concrete columns, developing methods to repair damages, directing contractors through all phases of work, maintaining project logs, approving and processing change orders, invoices, maintaining communications through several different levels of the City, including the Director of Maintenance Operations, Director of Public Works, City Administrator, City Attorney's Office and selected Council Members.





# Richard Roth - Commercial Building Inspector

#### YEARS OF EXPERIENCE

37

#### **CERTIFICATIONS**

- ICC CA Commercial Building inspector 2014
- ICC Reinforced Masonry inspector 2012
- AWS CWI to API 1104 1999 to Present
- ICC Reinforced Concrete
   Inspector 2003 to Presen
- ICC Structural Steel Welding/ Bolting Inspector 1999 to Present.
- ACI Concrete Field Test Tech since 2003
- ASME Pipe Layout Certified 1992
- ASME Pipe Certified Welding 6
   G, in 2, 4, 6" Pipe
- LA City Certified Welder AWS, D1.1, D1.3, D1.4

#### **Qualifications Summary**

Mr. Roth has more than 32 years of experience in construction and construction inspection services for various hospitals, schools, commercial heavy civil infrastructure projects. He possesses organizational and technical skills to provide complete inspection services as required on multi-disciplined complex construction projects. He is very capable of generating daily correspondence and RFI's in a timely manner.

#### Relevant Project Experience

Signal Hill Police Station, Signal Hill, CA. Mr. Roth was the lead inspector for the construction of this 22,000 s.f. essential services facility which included jail cell, evidence storage and laboratory processing areas and the City's 911 communications and dispatch facility. The facility also included new main power services and emergency generator systems to support the facility for up to seven days in case of emergencies. Inspection services included reinforced concrete

equipment pads, structural foundations, structure steel, high strength bolting on slip critical connections welding of the steel moment framed sections, deck and nelson studs. Mr. Roth also assisted in the layout of equipment to confirm access and spacing were within code and manufacturer's requirements.

Port of Long Beach, Shore to Ship Power Retrofit - Piers A & T, Long Beach, CA. Project inspector, inspection of structural wharf modifications for 25 kVA vaults that supported the Green Energy program for the electrification of the ships during loading and offloading of cargo. Inspections included reinforcing steel and concrete equipment pads, electrical vaults, 10,000 LF of suspended electrical raceways, testing for switchgear and transformer pads, welding, high strength bolting and epoxy bolting/doweling. Project also required the relocation of water and sewer lines to accommodate the new systems being installed.

UCLA Replacement Hospital. Quality control manager for Herrick/Strocal JV. Mr. Roth's duties consisted of keeping daily records of structural steel welding, deck and composite stud welding, including welder qualifications, WPQRs, WPS and daily checks of welding parameters, preheat and inter-pass temperatures, high-strength bolting testing and inspection on slip critical and bearing connections, plumb-up and erection of steel members and layout control for future utilities, equipment mounts and spacing requirements per Code and equipment manufacturers.





#### **Training**

- 2017 Certified inspector training class for home inspection and pest and dry rot.
- 2014 innovative inspector training for spray applied fireproofing inspection.
- 2014 Innovative inspector training for CA commercial bldg, inspection.
- 2012 Innovative inspection training class for ICC soils inspection.
- 2012 Innovative inspection training class for ICC masonry inspection.
- 2011 Steel structures technology class for high-strength bolting.
- 2010 Inspection dynamics training class for ICC commercial and residential inspection.
- 2003 ICBO class for reinforced concrete.
- 2003 ACI class for ACI test tech license.
- 1999 ICBO class for structural steel welding and bolting.
- 1999 AWS CWI class at Orange Coast College.
- 1992 Pipe layout class (2 semesters) Cerritos College.
- 1991 Welding technology class (4 semesters) for pipe welding certs Cerritos College.
- 1982 to 1983 Welding technology class (4 semesters) for AWS D1.1, D1.3, D1.4 certs.
- 1980 to 1984 Pile driver's apprenticeship school Whittier, CA.
- 1981 Blueprint reading and drafting (2 semesters) at Saddleback College.

# Michael Cullinane, P.E. - Deputy Principal Project Manager

Education:	B.S., in Civil Engineering - California State Polytechnic University, Pomona
Registration:	Registered Civil Engineer in California, Hawaii, Arizona, Montana, and Texas

Mr. Cullinane has more than 30 years of experience managing the permitting, design and construction of municipal solid waste landfill liners, expansions, closures, and improvement projects. Mr. Cullinane has been providing management of construction since the early 1990's starting with the Phase IIIA Liner at the Frank R. Bowerman Landfill (then known as the Bee Canyon Landfill) in 1992. He has been fortunate to have been involved in over 15 closure and 30 liner construction projects throughout his career. On the majority of these projects, he provided supervision of field construction manager and engineering support. Since the establishment of SWT in 2007, Mr. Cullinane has been involved in all of the successfully completed liner projects at the Tajiguas Landfill, along with numerous closure and liner projects for other clients.

Mr. Cullinane is the Engineer of Record for the Tajiguas Landfill "Phases 2 and 3 Partial Final Closure Plan" approved by the regulatory agencies and signed the Construction Bid Documents. Mr. Cullinane also has an in-depth knowledge of the landfill gas collection system documents, as SWT provided two peer reviews of Construction Documents prepared by GC Environmental (GCE).





# Jeremy Botica, P.E. - Deputy Project Manager

Education:	B.S., in Civil Engineering - California State Polytechnic University, Pomona M.S., in Environmental Engineering – California State University, Fullerton
Registration:	Registered Civil Engineer in California

Mr. Botica is a Project Engineer with experience in municipal solid waste disposal facility design, public works, and civil engineering project infrastructure design. Mr. Botica has assisted in landfill liner development projects, closure design development, construction document preparation, and design of grading, drainage systems, access roads, operational fill sequencing, and waterline projects for solid waste disposal sites. He has provided engineering calculations for hydrology studies and storm drain plans and prepared grading and drainage plans for landfill closure and civil infrastructure projects. He has also prepared closures/post-closure estimates, and Non-Water Release Corrective Action Plans for multiple sites, including the Tajiguas Landfill. Mr. Botica has been with SWT for over seven years.

Mr. Botica has a substantial amount of experience at the Tajiguas Landfill, which includes assisting in the development of liner construction drawings for Phases 2C, 3A, and 3B liner areas, including liner details, leachate collection and recovery system design, base and side slope liner system details, leachate collection and recovery system, and interim storm water protection system design. Also, he has assisted in the Tajiguas Landfill Phase 2 Partial Final Closure Plans of the front face, including drainage design, final cover sections and design, and details.

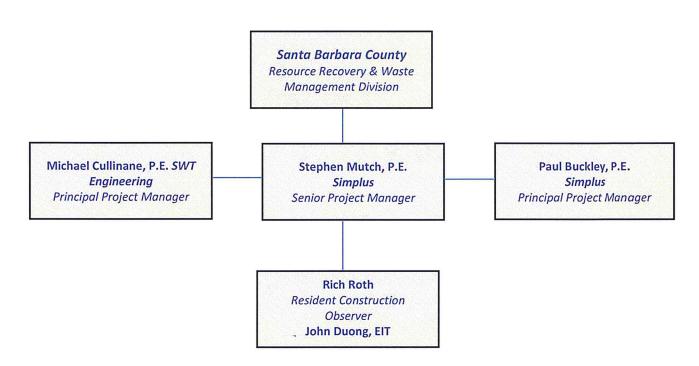
Most important to this project, Mr. Botica was the Design Report Engineer for the Phase IIIB Liner construction project. As part of that project, he developed the southeast front face closure stockpile and 280-foot deck LLDPE cover closure Construction Documents. Mr. Botica, as the Phase 2 & 3 Closure Design Engineer, has the most intimate knowledge of this project. He will be a very important asset to RRWMD and this project. He will cost effectively support the Project Manager as required for the success of this project.





<u>Organization Chart</u>. Resumes of all key personnel are included in this proposal. Their professional resumes demonstrate their technical expertise, which qualifies them for the proposed work as well as their directly-related experience on similar landfill final partial and final closure projects.

# **Organization Chart**



#### Key Personnel Availability.

Key Personnel	Other Project Commitments (2017-2019)	% Other Commitments	% Availability
Paul Buckley	OC Waste & Recycling/Cities of Long Beach & Signal Hill	70%	30%
Stephen Mutch	City of Signal Hill	30%	70%
Michael Cullinane	OC Waste & Recycling/San Bernardino County	90%	10%
Daniel Feeney	Los Angeles County	0%	100%
Jeremy Botica	Cities of San Diego & Long Beach	90%	10%
John Duong	OC Waste & Recycling	30%	70%





# 3. QUALIFICATIONS AND EXPERIENCE COMPETENCE

Simplus has provided Project/Construction Management and Owner's Representative support services to numerous Southern California public agencies over the last 22 years. The following representative projects include public agencies whose projects had various scope, nature, size and complexity, including all services described in the County's Scope of Services contained in the Request for Proposals.

# SIMPLUS PROJECT #1

Client: City of Long Beach, California, <u>Owner's Representative Services</u>

Project: Temple/Willow Fleet Management Facility

# **Project Description and Location:**

Simplus provided Owner's Representative services for the construction of a \$22M fleet services facility for the City of Long Beach, California.

The project was completed using the Design-Build delivery process.

Owner's Representative services included managing and coordinating the efforts of the general design-build contractor, numerous subcontractors, City staff, permitting agencies, utility companies and local business owners near this 27-acre site.



Activities included complete demolition of an existing facility, asbestos abatement, hazardous waste management and disposal, mass over excavation and re-compaction, construction of perimeter masonry retaining walls, installation of site utilities, construction of five concrete tilt-up building structures, including a street sweeper car wash, complete installation of mechanical, electrical and pneumatic equipment and systems, site paving, lighting, landscaping and irrigation. This project also included adjacent street improvements.

- Fleet Services Building 88,633 square feet
- Integrated Refuse Bureau Building 26,852 square feet
- Towing & Lien Sales Building 9,095 square feet
- Police Impound Admin Building 7,167 square feet
- Street Sweeper Car Wash 5,807 square feet
- Masonry Retaining Walls 2,200 lineal feet





#### **Description of Services Provided:**

Owner's Representative responsibilities included construction observation to assure design concept compliance, participation in weekly and monthly construction/project management meetings, liaison with Design/Builder, contractors, subcontractors, City staff and external project stakeholders, change order review, schedule and cost monitoring, maintenance of project files and project close-out.

#### Reference:

Contact Name: Mark Christoffels (Now Acting Chief Executive Officer - Alameda Corridor East

**Construction Authority)** 

Agency:

City of Long Beach

Project:

Temple/Willow Fleet Services Facility - Long Beach, California

E-mail:

mchristoffels@theaceproject.org

Telephone #:

(626) 962-9292

#### SIMPLUS PROJECT #2

Client: City of Long Beach, California, <u>Owner's Representative Services</u>

Project: Pike Development

#### **Project Description and Location:**



The \$1-billion "city within a city" Pike Development is a 13-acre mix of townhomes, retail shops, restaurants and high-rises, including a five-level parking structure. It is the largest and most expensive private development ever approved by the Long Beach City Council.

The project was built on the site of the old Pike amusement park just south of Ocean Boulevard located next to the Convention Center and Aquarium of the Pacific.

Simplus provided Owner's Representative oversight services for the construction of the \$32M Rainbow Harbor Parking Structure, offsite street components and utility improvements. These facilities were funded by City of Long Beach Bonds. The project involved demolition of existing facilities, construction of a five-story parking structure and improvements to Seaside Way, Pine





Avenue and Cedar Avenue. The sewers, storm drain, gas, water, telephone and electrical systems, landscaping and irrigation were also upgraded.

#### **Description of Services Provided:**

Owner's Representative services included oversight of the construction management firm, Howard CDM, and the developer, DDR, Inc., daily report recording and the compilation of a monthly progress report. Responsibilities also included review of change orders, progress payments, tracking of requests for information (RFI's), submittals, permits and coordination with local business owners, the Convention Center and the Long Beach Grand Prix Association.

#### Reference:

Contact Name: Mark Christoffels (Now Acting Chief Executive Officer - Alameda Corridor East

**Construction Authority)** 

Agency:

City of Long Beach

Project:

Pike Development, Long Beach, California

E-mail:

mchristoffels@theaceproject.org

Telephone #:

(626) 962-9292

# **SIMPLUS TEAM PROJECT #3**

Client: County of Santa Barbara, Department of Public Works, Resource Recovery & Waste

Management Division, Engineering Services

Project: Tajiguas Landfill Compost Area, Tajiguas Landfill – Santa Barbara, California

#### **Project Description:**

SWT staff has worked with RRWMD for over 20 years. SWT prides themselves on successfully completing projects from permitting to their construction and obtaining agency approval, SWT CM services supported construction in a cost-effective manner while meeting all regulatory requirements. SWT provided construction oversight to ensure projects were built to specifications with detailed CM oversight to certify construction.

The SWT project team has not only a wealth of experience in the solid waste industry, but



the most experience with RRWMD at the Tajiguas Landfill. SWT team personnel has shown over the years and projects that they have teamed with RRWMD to complete all past construction projects successfully, including:





- Phase IIA Groundwater Protection Project Design, Engineering Support, and CM
- Phase IIB Groundwater Protection Project Design, Engineering Support, and CM Support
- Phase IIC Groundwater Protection Project Design, Engineering Support, and CM Support
- Phase IIIA Groundwater Protection Project Design, Engineering Support, and CM Support
- Phase IIIB Groundwater Protection Project Design, Engineering Support, and CM

SWT staff also has the experience at the Tajiguas Landfill on the 380-foot Fill Pad (deck) closure. As part of 380-foot fill pad closure, SWT staff designed and provided oversight for the low permeability cap that was completed as part of the Phase IIB Liner. As part of the Phase IIIB Liner project, SWT completed the design and provided CM support services for the 280-foot deck linear low-density polyethylene (LLDPE) cap and the alternative final cover soil portion under the southeast stockpile. SWT has developed the current Phase 2 & 3 Construction Documents that received very competitive bids.



#### Reference:

Contact Name: John Haines

Agency:

**RRWMD** 

Project: E-mail:

Tajiguas Landfill Compost Area, Tajiguas Landfill - Santa Barbara, California

john.haines0101@gmail.com

Telephone #:

(805) 967-4909 (tel) and (805) 680-7177 (cell)

#### SIMPLUS PROJECT #4

Client:

OC Waste & Recycling, Construction Management Services

Project:

Phase VIII-C Composite Liner and LFG System/Wetlands Basin/West Channel

Realignment, Frank R. Bowerman Landfill - Irvine, California

#### **Project Description:**

Simplus provided construction management, QA/QC and archaeological/paleontological services for a new composite liner cell expansion and construction of the west channel realignment and south basin wetlands at the FRB Landfill. The cell expansion added approximately 8 to 10 million cubic yards of interim airspace at the landfill. Key features of the cell expansion included:

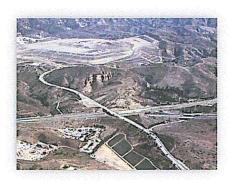
- Mass earthwork excavation of 2 million cubic yards.
- Engineered fill placement of 250,000 cubic yards.
- Processing of 56,000 cubic yards of clay liner material.
- Construction of 2-foot thick clay liner for bottom liner.





 Installation of new composite liner and LCRS to existing liners and LFG header connection to the existing LFG system.

Construction of the channel and basin included clearing and grubbing, unclassified excavation of approximately 280 thousand cubic yards, construction of a concrete retention basin, construction of a wetlands basin and the realignment of the existing west channel. Work elements included alluvial removal, subdrain and stand pipe construction, outlet structure construction, PCC channel construction, and PCC basin floor and slope paving. The work also included construction of a concrete box culvert, splash walls, AC paving, and hydro-seeding.



#### **Description of Services Provided:**

- Constructability and bidability reviews of the plans and specifications.
- Managing and coordinating the efforts of a general contractor, numerous subcontractors, OCWR staff, environmental regulatory agencies, design consultants, CQA consultants and adjacent construction contractors.
- Monitoring the contractor's performance utilizing cost and resource-loaded CPM schedule and cost-estimating software.
- Aggressively monitoring the contractor's quality of work through inspection, testing and field survey and coordinating QA/QC and inspection activities.
- Managing the contractor's compliance with the approved traffic control plans, earthwork and haul route plans.
- Managing the contractor's cost performance using an innovative Cloud-based document control system for RFI's, change order requests, claims resolution and payment requests.
- Communicating with OC Waste & Recycling staff daily and providing weekly construction meeting minutes and monthly progress reports focusing on construction cost control and schedule adherence.

#### Reference:

Contact Name: John Tzeng

Agency: OC Waste & Recycling

Project: Phase VIII-C Composite Liner/Wetlands Basin/West Channel Realignment

Frank R. Bowerman Landfill - Irvine, California

E-mail: john.tzeng@ocwr.ocgov.com

Telephone #: (949) 262-2424





#### 4. PROPOSED METHOD TO ACCOMPLISH THE SERVICES

<u>Project Understanding, Background & Approach.</u> Simplus proposes to provide Owner's Representative services, acting on behalf of the County and supporting RRWMD staff in meeting the County's obligations to its contracted parties (MSB Investors, LLC) and will also serve as a third-party construction monitor during the Design-Build processes.

Simplus will provide its best professional advice and consultation in a timely manner concerning contract administration, planning, organizing, implementing, monitoring and controlling of the construction project, scheduling and programming, integration of the project with existing waste management operations, materials and systems, methods for achieving maximum value, and control of schedule and cost. Simplus' sub-consultant, SWT Engineering, will provide support services, including engineering and construction management support during the construction phases of the project.

Simplus will utilize a furnished onsite field office provided by the County at the Tajiguas Landfill to provide the Owner's Representative services. Simplus will provide its own office equipment, computers, telephones, fax machines, copiers, etc., and staff to conduct construction oversight administration services.

<u>Project Background</u>. The Santa Barbara County Public Works Department, Resource Recovery and Waste Management Division (RRWMD) is responsible for the management of waste resources in the County. RRWMD's mission is to protect the public health by providing county residents with cost-effective, innovative and environmentally-sound solutions in waste management.

The Tajiguas Landfill is a Class III non-hazardous municipal solid waste (MSW) disposal facility located in Santa Barbara County, approximately 23 miles west of the City of Santa Barbara. The landfill was established in 1967. RRWMD is the owner and permitted operator of the landfill. An expansion of the landfill was last approved in 2002, with minor changes in 2006, and a reconfiguration of the waste footprint approved in 2009 (the Tajiguas Landfill Expansion Project). Since approval of the Landfill Expansion Project RRWMD has been investigating alternatives to landfilling.

The culmination of over five years of research, study and public dialogue is the proposed modification of the Tajiguas Landfill Expansion Project to include the construction and operation of a Resource Recovery Project at the Tajiguas Landfill to further recover recyclable material from the waste stream and to provide an alternative to burying organic waste.

The County has contracted with MSB Investors, LLC to construct the Tajiguas Resource Recovery Project using a Design-Build project delivery process.





#### Proposed Projects.

Materials Recovery Facility (MRF): An approximate 70,000 square foot facility that would sort MSW into three streams:

- **Recyclables** (i.e., glass, metal, paper, plastic, wood) that would be recovered and processed for sale;
- Organics that would be recovered for processing in the Anaerobic Digester Facility; and
- Residue materials left over after all recyclables and organics are recovered that would be disposed of at the existing landfill.

Dry Fermentation Anaerobic Digestion Facility (ADF) and Associated Energy Facility: An approximate 66,000 square foot facility, including the approximate 3,000 square foot Energy Facility and two associated percolate storage tanks (one for organic recovered by the MSW and one for source sorted organic wastes) that would convert all organics recovered from the MSW into:

- Biogas (primarily composed of methane) that would be used to power two 1,537 Horsepower
  onsite combined heat and power engines driving electric power generators that would
  generate approximately 1+ net megawatts of renewable power.
- Digestate that can then be cured into compost and/or soil amendments. The curing would require an approximately 5-acre area (the site is proposed on the east side of the landfill on the existing 380-foot Fill Pad closure). The compost and/or soil amendments would be marketed for agricultural or landscape use or used for reclamation projects.

<u>Project Approach</u>. In this section of our proposal, we will discuss our methods of approaching and completing the Project (including identification and acknowledgement of general issues and the necessary resources/solutions to accomplish the required Owner's Representative services).

<u>Scope of Work</u>. Simplus has thoroughly reviewed the Scope of Services and is well qualified and prepared to provide all of the Owner's Representative services specified. We take no exception to any of the Owner's Representative responsibilities. For the purpose of clarification, we offer the following expansions/descriptions to the Scope of Services outlined in the RFP:

- Provide Necessary Personnel. As-needed support engineering and/or technical support may be provided as required and staffed from our offices in Ontario and Los Alamitos, California.
- Attend Monthly Construction Progress Meetings. No Clarification.
- Contract Plan and Specification Review. The existing schedule (Exhibit C) shows completion
  of design of some project elements prior to the Owner's Representative contract is executed.
  There may be need to adjust the design schedule to provide adequate constructability review
  on some design elements.
- Quality Assurance and Quality Control Plan Review. No Clarification.
- Supplemental Quality Assurance Testing. We have made preliminary contact with materials testing and inspection providers in the local Santa Barbara area. Additional services may be





required based on the performance criteria and to confirm that the design elements have been met for this Project.

- Construction Monitoring. As Owner's Representative, we understand that the Contractor acts in the position of CM. Therefore, Simplus' role will be to monitor the performance criteria is being met.
- Maintain Project Files at the Job Site. No Clarification.
- Monitor Construction Schedule. No Clarification.
- Liaison Responsibilities. No Clarification.
- Coordination of Information Requested. No Clarification.
- Change Order Review. No Clarification.
- As-Built Drawings. No Clarification.
- Close-Out Project. No Clarification.

After selection and during negotiations with the County, Simplus will work with MSB Investors, LLC and the design-build team to integrate ourselves in the ongoing design and construction process. This will include review of the team's design intent, regulatory requirements and the performance criteria and QA/QC standards requested by the County. General construction oversight will follow the traditional pre-construction phase, construction phase and post-construction phase. The two tables (following pages) identify the schedule and proposed level of effort to accomplish each of the scope items.

Some of the key issues associated with Owner's Representative (OR) services and our approach to them are discussed below:

Owner's Representative (OR) Issue – Cost and Schedule Adherence: Professional service-oriented owner's representatives know that comprehensive documentation on each project is the best technique to confirm accuracy of design and construction time and effort and is a key element to control time, cost and quality. Cost and schedule controls will assure RRWMD receives a successful project.

Approach: Simplus will provide ongoing monitoring of the approved project budget and schedule, showing actual costs for activities in progress and estimates for uncompleted tasks. Simplus will identify variances between actual and budgeted, and immediately advise RRWMD whenever projected costs exceed budgets or estimates together with recommended corrective actions.





INNOVATION IS A STRONG COMPONENT OF SIMPLUS' CORPORATE CULTURE.

SIMPLUS IS NOW USING A CLOUD-BASED DATA SHARING PLATFORM AT THE CENTRAL AND NORTH REGION LANDFILLS. THE SYSTEM LINKS ALL PROJECT TEAM MEMBERS (A/E, OCWR, CM, QA/QC, AND THE CONTRACTORS) INTO A SEAMLESS AND NOW PAPERLESS ENVIRONMENT. IMMEDIATE BENEFITS INCLUDE:

- FASTER TURN-AROUND ON RFI's.
- Design files can be updated in real-time.
- CONSTRUCTION CONFLICTS ARE EASIER TO UNDERSTAND, RESOLVE AND DOCUMENT.

SIMPLUS' CONSTRUCTION MANAGERS ROUTINELY USE IPADS AND GPS SYSTEMS TO DOCUMENT FIELD CONDITIONS AND COMMUNICATE DATA BETWEEN PROJECT STAKEHOLDERS. THE REAL BENEFIT OF THIS KNOWLEDGE IS IN DETERMINING THE RELATIVE IMPORTANCE OF A PARTICULAR ISSUE TO ANY ACTIVITY, AND THE IMPACT THE ISSUE WILL HAVE ON THE OVERALL PROJECT.

OR Issue – Project Controls: Innovation is a strong component of Simplus' corporate culture. Simplus is constantly reviewing the latest technology being used in the construction industry. Simplus reviews and educates all employees on the use of these new systems, materials and construction means and methods. Only when it is beneficial to a client will Simplus propose and incorporate a new or improved project control system.

Approach: Simplus recently proposed, set up and successfully implemented a paperless Cloud-based project collaboration system on OC Waste & Recycling's Phase VIIIB-2 Project currently underway at the Frank R. Bowerman Landfill. This new system has made ALL project information available to all team members on a real-time basis, has reduced the volume of emails and hard-copies by 95%, and has allowed the CM staff to be more proactive by focusing on field activities. Being cloud based, this system has also allowed staff to access all of the project documents from various offices/locations as necessary to be up to date on all project details.

OR Issue – Change Order Management: Change orders mean cost recalculations and schedule adjustments. Contracts often need to be reconfigured and there is never a shortage of information that needs to be collected and communicated to the boots on the ground. Add the

designer, contractor and subcontractors to the mix and the complexity increases. As we have seen over the last 20 years, the degree of difficulty is always compounded by the fact that changes must be managed in real time—in the midst of a dynamic, constantly shifting project.

Approach: If the Design-Build contractor initiates a request for a change, it will be reviewed by Simplus in consultation with RRWMD and the Design-Build A-E's to assess its merit. If it is considered acceptable, the necessary documentation for the change order will be initiated. The revisions or comments are then communicated back to the Simplus Project Manager, who then generates the final change order and has the contractor execute the final document before passing it back to the RRWMD Project Manager for further processing and payment. Any T&M change orders will be monitored by the Simplus construction observation staff and documented in daily reports. The procedure for tracking and documenting a change order is a very important part of a management information system and will be strictly followed.





OR Issue – Claims Avoidance: Simplus will promptly document all contract modifications, delays or disputes that could possibly lead to a claim, and advise RRWMD as soon as the Design-Build contractor has filed a claim or provided indications for a claim. Simplus and the project support staff will evaluate the claim and make a recommendation based on the facts surrounding the request. The procedures for documentation of claims will be a part of the management information system.

Approach: Our Project Manager brings strong expertise and proven credentials on use of claims avoidance techniques. These techniques are first centered on making sure the bid documents are clear with no ambiguities. This is done by performing a thorough constructability review. After the contractor mobilizes, the key to claims avoidance is documentation of contractor activities. The Project Manager implements the document tracking control systems described above. The final key to claims avoidance is regular open communications with the entire project team.

It is important that the resolution of the claim, either acceptance or denial, be achieved promptly as delays in claims resolution usually result in reduced potential to resolve issues prior to the end of the project.

OR Issue – Schedule: Simplus has reviewed Exhibit C – Schedule prepared by the Design-Build A/E. We understand the various time lines and important dates. The existing schedule does not provide adequate time for the adequate constructability reviews. Also, normally the Owner's Representative would monitor permitting and approvals. The existing Schedule (Exhibit C) identifies permitting and approvals completed by December 31, 2016, well before the County will approve a contract with the selected Owner's Representative. The Architectural and M/E design is scheduled to be completed on March 1, 2017, just days after the Owner's Representative is under contract.

Approach: One of our first tasks will be to review in detail the Design-Build contractor's scope and budgets, QA/QC and other project performance criteria. The project schedule can be reviewed for logic, reasonableness and conformance to the requirements of the County's contract documents. We have included a schedule for tasks (following page) identifying the major important tasks. We plan to expedite the constructability reviews of the Architectural and M/E design packages to keep the project on schedule.

<u>Project Control</u>. Sophisticated clients expect consultant A/E's to deliver their projects on schedule within budget and of high quality. An understanding of how the A/E manages its own internal schedule, cost and delivery of reports and other project deliverables is a good indicator of how the A/E will deliver the project.

Simplus' internal management approach is based on a high degree of communication and proven project tracking tools. Technical quality, budget and/or schedule issues may arise during the





course of any project. Simplus' approach is to "plan for success" by identifying issues early and working them out quickly and efficiently. Effective communication between the Simplus team, management personnel and RRWMD staff will be key to the Simplus project management approach we will use to successfully deliver the project. The following sections discuss in more detail our internal management approach and the tools we use to maintain project quality, budget and schedule while exceeding client expectations.

<u>Project Tracking.</u> Ensuring successful completion of a project is the paramount goal of the Simplus project management approach, as it represents the realization of our client's expected outcome. To accomplish project tasks and achieve this goal, our Project Managers employ proven project management practices.

Upon receipt of notice of award, our Senior Project Manager will continue project planning, enhancing the conceptual plan. This includes the development of a comprehensive Work Breakdown Structure (WBS) that establishes: (1) Responsibility for work assignments, (2) Planning and budgets, (3) Performance measurements, and (4) Communication. The Project Manager also prepares a schedule and associated schedule of values that organizes sequenced work functions, activities, and tasks, and determines the critical path items, focusing on staff resource constraints.

As a management tool enabling effective project tracking, a defined work structure accomplishes the following:

- Organizes all the work described in the SOW and facilitates proper planning of the approach.
- Reflects the work to be accomplished and the way it is to be managed and performed by assigning specific responsibilities.
- Allows project management flexibility to meet the specific objectives of each base item deliverable.
- Facilitates planning, budgeting and scheduling.
- Sets performance measurements that are attainable.
- Facilitates timely communication and information reporting.
- · Establishes the reporting structure.

Quality Assurance and Quality Control Program: Quality across the entire project throughout all the multi-faceted project phases is achieved through use of a significant amount of relevant past experience in performing tailored assessments, skilled personnel, adequate planning, use of suitable tools and procedures, proper definition of job requirements, proper supervision, and effective technical direction. Quality is verified through surveillance, inspection, testing, checking, cross-checking, review, and audit of work activities and documentation.

Simplus maintains formal internal QA and QC programs to ensure excellence in client service, data quality and consistency, and project deliverables. The firm's internal Quality Assurance Program Manual provides the framework for Simplus' quality control programs.





Cost Control and Auditing: Simplus operates using "QuickBooks" (Professional Services edition), a trusted and proven accounting and timekeeping software solution designed specifically for small-sized businesses working for public agencies and similar clients. The systems provide real-time project status for project and corporate management use and offer extensive job cost reporting, including job summary reports, contract revenue and cost reporting. This provides our project and management personnel with detailed and summary views of every aspect of a contract or project. This enables us to accurately track and manage task order progress and costs.

In addition, Simplus has highly-effective corporate administrative controls in place to support execution of projects. Our project managers and task leaders review their costs weekly and all projects are reviewed by the President monthly. Our accounting, timekeeping, and purchasing systems properly track costs incurred and audit those costs. Our internal system has been deemed satisfactory by governmental audits.

**Schedule Control:** Simplus recognizes scheduling as one of the fundamental elements of project management. An effective schedule organizes the sequenced work functions, activities, and tasks into a fixed time frame. The schedule represents the project plan and must be continuously monitored to ensure that the work is being performed within the established time.

# 5. KNOWLEDGE AND UNDERSTANDING OF FEDERAL/STATE/COUNTY PROCEDURES

Project implementation may require RRWMD to obtain permit modifications and/or other forms of approval from Federal, State and local agencies. In addition, these agencies will need to consider the Subsequent EIR prepared for the Project in their approvals. Agencies/Jurisdictions expected to have a role in the permitting of the Project may include:

- Santa Barbara County
- Santa Barbara County Air Pollution Control Board
- Central Coast Regional Water Quality Control Board
- State of California Department of Resources Recycling and Recovery (CalRecycle formerly California Integrated Waste Management Board)
- Santa Barbara County Public Health Department, Environmental Health Services (Local Enforcement Agency)
- California Public Utilities Commission
- Cities of Santa Barbara, Goleta, Buellton and Solvang

Simplus has provided construction management, Quality Assurance/Quality Control support services for over 30 OC Waste & Recycling landfill projects in Orange County since 2004. During this time, Simplus has successfully obtained and monitored permits and regulations from federal and state agencies, including the Resource Agency and the additional agencies listing above.

SWT Engineering's staff has been working in the solid waste industry since before Subtitle "D" regulations were adopted by the State in the early 1990's. SWT not only understands the State





regulations, they are experts on them. SWT staff has direct experience at the Tajiguas Landfill representing RRWMD for all the liner and expansion projects, and therefore has an intimate knowledge and understanding of Federal, State and local procedures.

Based on their previous work at the Tajiguas Landfill, SWT understands the procedures and requirements of complying with the Resource Agency permits and the Project's Mitigation and Monitoring and Reporting Program. As an example, due to the requirement to protect the redlegged frog, training by a certified biologist is required. SWT will monitor the contractor's personnel to make sure compliance with this requirement are in addition to the other 19 monitoring and reporting requirements maintained.

The SWT Team has worked closely with the regulatory agencies overseeing landfill closure projects throughout the State of California, including the RWQCB-Central Coast Region, on issues relating to municipal waste landfill operations and closure, the Santa Barbara County LEA, the County of Santa Barbara, and CalRecycle (formerly the CIWMB) on numerous projects. The Team takes pride in having an excellent reputation and working relationship with these agencies.

## 6. ADDENDA TO RFP

Simplus acknowledges receipt of Addendum No. 1, dated November 3, 2016, and Addendum No. 2, dated November 28, 2016, to the Request for Proposal – Owner's Representative Services for Construction of the Tajiguas Resource Recovery Project No. 828368.

# **ATTACHMENT A2**

# **FEE ESTIMATE**

								Ta	iguas	Resc	urce	Tajiguas Resource Recovery Project No. 828368	rery P	rojec	t No.	Tajiguas Resource Recovery Project No. 828368	89											
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3. Contract Plan & Specifications Review	0	28	44	38	16	94		400	16	12	12		186	12 0	0	0				200					100 May 100 Ma	228		
4. QA and QC Control Plan Review		24		A DATE	16	36	V.	50	200											200	7410					88		
5. Supplemental QA Testing Plan & Implement	1000		100			16	32			00		8		16	5 16	16					90					112		L
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Exhibit E - Project Design/Construction	0	80	80	8	24	1 24	24	24	24	24	24	24	24 2	20 20	16	16	80	œ	80	æ	80	8	8	80	8	384		
Exhibit E - Commissioning - Stephen Mutch			12	12	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	16	16 16	9	148		
Exhibit X - Mitigation Monitoring																				-		-		L		0		
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6. Construction Monitoring	0	48	100	180	188	188	188	188	188	188	188	188 18	188 184	4 184	180	180	172	172	172	172	172	172 1	184 184	184	4 0	4332		
Contract Documents/Permits	0	2	2	2	2	2	2	2	2	2	2	2	2	2 2	2	2	2	2	2	2	2	2	2	2	2 2	52		
Correspondence Log	0	2	2	2	2		2	2	2	2	2	2	2	2 2	2	2	2	2	7	7	2	7	2	2	2 2	52		
Daily Reports, Photo Documentation	0	2	2	2	2	2	2	2	2	2	2	2	2	2 2	2	2	2	2	2	2	2	2	2	2	2 2	52		
Third Party QA Results	0	2	2	2	2	2	2	2	2	2	7	2	2	2 2	2 2	2	7	7	7	2	2	7	7	2	2 2	52		
7. Maintain Project Files On-Site	0	8	8	8	8	3 8	8	8	8	8	8	8	8	8 8	8 8	8	8	8	8	80	80	8	∞	8	8 8	208		
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9. Liaison Responsibilities	0	16	16	16	16		16	16	16	16	16	16 1	16 1	16 16	5 16	16	16	16	16	16	16	16	16	16 16	5 16	416		
10. Coordination of Requests for Information			8	8	8	3 8	8	16	16	16	16	16 1	16 1	16 16	5 16	16	12	8	12	12	16	16				276		
11. Change Order Review								8		8	8	8	8 1.	12 12	16	16	12	16	16	16				32	2	188		
12. Monitor As-Built Drawings	0	4	4	4	4	1 4	4	4	4	4	4	4	4	4	1 4	4	4	4	4	4	4	4	8	80	8	120		
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13. Close-Out Project																	THE REAL PROPERTY.	193139	1000				7	40 52		180		
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Project labor rates have been blended for 2019 and 2020.

#### **EXHIBIT B**

# PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 1,049,696.
- 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 **EXHIBIT A** 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**.
- 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. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of 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.

(Co of SB Ex B 10-17-2014) Exhibit B

# **ATTACHMENT B1**

# **SCHEDULE OF FEES**

(Co of SB Ex B 10-17-2014) Exhibit B

# County of Santa Barbara - Owner's Representative Services Tajiguas Resource Recovery Project No. 828368 Simplus Management - FEE PROPOSAL 2018 thru 2020

Classification	Blended 2019 & 2020 Rates
Principal-In-Charge	\$208
Project Director	\$205
Construction Manager	\$167
Senior Construction Manager	\$195
Project Manager	\$167
Senior Project Manager	\$202
Project Engineer	\$167
Senior Project Engineer	\$202
Environmental Engineer	\$170
Senior Environmental Engineer	\$202
Estimator	\$170
Senior Estimator	\$170
Scheduler	\$146
Senior Scheduler	\$170
Field Office Engineer	\$146
Admin/DCC (4)	\$92
Inspector (4)	\$142
Lead Inspector (4)	\$157

# **NOTES:**

- (1) Hourly rate includes insurance and overhead costs.
- (2) ODC's are reimbursed at cost (no mark-up).
- (3) Mileage rate at current IRS rate.
- (4) Overtime hours per California Department of Industrial Relations.

#### **EXHIBIT C**

# Indemnification and Insurance Requirements (For Design Professional Contracts)

#### **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### **INSURANCE**

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

#### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(Updated 4-16-2014) Exhibit C

- 1. Additional Insured COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- 2. **Primary Coverage** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- 3. **Notice of Cancellation** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- 4. Waiver of Subrogation Rights CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
- 5. **Deductibles and Self-Insured Retention** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 6. Acceptability of Insurers Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
- 7. Verification of Coverage CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 8. Failure to Procure Coverage In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
- 9. **Subcontractors** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
- 10. Claims Made Policies If any of the required policies provide coverage on a claims-made basis:

(Updated 4-16-2014) Exhibit C

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11. **Special Risks or Circumstances** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

(Updated 4-16-2014) Exhibit C