

**FIRST AMENDMENT TO THE AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT (hereafter Amendment No. 1) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and SWT Engineering, Inc. with an address at 800-C South Rochester Avenue, Ontario, California 91761 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the parties hereto, entered into an Agreement (BC23180) for general civil engineering services as requested by the COUNTY, commencing on October 18, 2023; and

WHEREAS, this amendment is being made pursuant to Article 25 of the Agreement, which allows for the Agreement to be amended; and

WHEREAS, Amendment No. 1 amount for the project is to add \$188,746 for services rendered through June 30, 2026; and

WHEREAS, additional work is necessary to support RRWMD operations.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Paragraph 4 of the Agreement is hereby amended to read: TERM. CONTRACTOR shall commence performance on October 18, 2023 and end performance upon completion, but no later than June 30, 2026 unless otherwise directed by COUNTY or unless earlier terminated.
2. EXHIBIT A, is hereby amended to read: CONTRACTOR agrees to provide COUNTY engineering services as identified in the initial proposal dated August 18, 2023, and as amended by the attached proposal dated March 18, 2025 (Attachment A1). CONTRACTOR agrees that work will only commence at the issuance of a written Notice to Proceed by the Public Works Director or Director's designee.
3. EXHIBIT B, Paragraph A, is hereby amended to read: For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$710,177.
4. The terms and provisions set forth in this Amendment No. 1 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement (BC23180). The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 1, are confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shirley LaGuerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: L. Capps
Laura Capps
Chair, Board of Supervisors
Date: 7-15-25

RECOMMENDED FOR APPROVAL:
PUBLIC WORKS DEPARTMENT

By: Chris Sneddon
Chris Sneddon
Department Head

CONTRACTOR:
SWT ENGINEERING, INC.

By: Michael Cullinane
Michael Cullinane
Authorized Representative
Name: Michael Cullinane
Title: President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Johannah Hartley
Johannah Hartley
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

By: Greg Milligan
Risk Management



March 18, 2025

P251109

Ms. Jamie Perry
County of Santa Barbara
Resource Recovery and Waste Management Division
130 East Victoria, Suite 100
Santa Barbara, CA 93101

**RE: AMENDMENT SCOPE OF WORK FOR ENGINEERING SERVICES AT THE TAJIGUAS
SANITARY LANDFILL FOR FISCAL YEAR 2025/2026**

Dear Ms. Reyes:

SWT Engineering (SWT) is pleased to submit this proposal to the County of Santa Barbara Public Works Department Resource Recovery & Waste Management Division (RR&WMD) to provide engineering services for various items to support landfill operations, permitting, Construction Engineering Support Services and future disposal alternatives. Based on our understanding of the site and the proposed project, SWT has prepared the following scope of services and fee estimate for the tasks below:

- ◆ Operations Support.
- ◆ Access Road Repair.
- ◆ Regulatory Agency Support.
- ◆ Phase IVA Construction Engineering Support.
- ◆ Alternative Disposal Options, Post Current Landfill Design
- ◆ Project Administration/Coordination and Meetings.

The following sections identify the tasks that are anticipated to be included in the scope of work for this project.

SCOPE OF WORK

TASK 1.0 OPERATIONS SUPPORT

SWT will provide landfill operations support for fiscal year 2025/2026, which will include review of the new aerial topography for airspace consumed by waste and soil, as well as borrow source soil usage for daily and intermediate cover. SWT may provide fill sequencing support which will include:

- ◆ Update the fill sequencing based on the updated aerial topography.
- ◆ Develop or update two or three 1-year fill sequencing plans for dry and wet weather disposal periods .

As part of this work, SWT will look at drainage controls along with sequencing directions, so as not to block drainage that would cause any ponding of storm water on the waste prism.

For fill sequence volumes, SWT will utilize refuse disposal rates and airspace utilization factor (AUF) provided by RR&WMD current disposal consumption rates.

Deliverables

- ◆ Volume metric analysis of current fill sequencing capacity.
- ◆ Preliminary dry weather fill sequence, PDF format.
- ◆ Preliminary wet weather fill sequence, PDF format.
- ◆ Final sequencing plans PDF and AutoCAD format.

TASK 2.0 ACCESS ROAD REPAIR PROJECT

SWT understands the scope of work for the access road repair project is to focus on the worst areas of the existing landfill access road. As a large majority of the road has been repaired over the past few years, there are still significant areas that have either cracking and/or excessive undulations which need to be repaired. SWT understands the need to always maintain access with the expectation that the contractor will have to do some of the work later in the day or on Saturdays and Sundays when no operations are occurring (except for the MRF crews coming and going).

Drawing Format

Plan sheets will consist of design layout with detail sheets and cross sections, enlarged and cross-referenced on the plan sheets. The drawings will be prepared in a digital format by AutoCAD (release 2023 or newer) to a scale of 1" = 50' (minimum). A digital copy of the drawing files will be supplied to RR&WMD with representative final hard copy drawings of their content (if requested). It is estimated that approximately three to five sheets will be necessary to present the TSL Access Road Repair Design.

Plan Review

SWT will develop the 50-percent conceptual drawings with senior review for constructability and value engineering conducted by Principal-in-Charge, Michael A. Cullinane, P.E. and RR&WMD. SWT will submit a digital copy of the construction drawings to RR&WMD for review and comment at the 90-percent complete design stage followed by a Final Bid package for construction.

Deliverables

- ◆ 50% Design Submittal for RR&WMD review and comments.
- ◆ 90% Design Submittal and Specifications for RR&WMD review and comments.
- ◆ Final Design Submittal, Specifications, Bid Schedule, and Engineers Cost Estimate for Bid purposes.

TASK 3.0 REGULATORY AGENCY SUPPORT

The objective of this task is to assist RR&WMD to address regulatory agency completeness and review comments or amendments to the Joint Technical Document/Preliminary Closure Post Closure Maintenance Plan in order to support the Solid Waste Facilities Permit (SWFP) and Waste Discharge Requirement (WDR) of the General Order application packages acceptable for filing with the regulatory agencies (e.g., LEA/CIWMB and RWQCB) and also

respond to the RWQCB on the Phase IVA closeout report or CQA certification. SWT will develop a response to the technical review comments from the LEA, CIWMB, and RWQCB on permitting documents. The cost for responding to agency comments will be billed on a time and material basis not-to-exceed the budget included in this proposal.

Deliverables

- ◆ Amendments to permit documents.
- ◆ Draft copy of revised Text, Figures, Tables, Drawings and/or Appendices for County review.
- ◆ Final digital copy of the revised Text, Figures, Tables, Drawings and/or Appendices addressing one round of LEA, CIWMB, and RWQCB review comments.
- ◆ Permitting document comment responses.

TASK 4.0 PHASE IVA CONSTRUCTION ENGINEERING SUPPORT SERVICES

SWT will continue to provide construction engineering support services from July 1, 2025, until the end of construction to RR&WMD and the Construction Manager (CM) throughout construction, and the final certification/acceptance process.

SWT will provide timely responses to eliminate or minimize the impacts/delays to the Contractor. Any issues with construction will first be resolved via teleconference and pictures, if possible. Some of the reconciliations can be done verbally and documented by the CM. When necessary SWT will develop details or plan revisions as necessary to properly document and monitor construction activities, as appropriate.

The following tasks will be performed by SWT as a part of the construction engineering support services related to the Phase IVA GWPS Construction Project.

- ◆ Attend weekly or bi-weekly construction meetings (via teleconference and every other meeting on site) to maintain project coordination and communications.
- ◆ Perform field engineering observation services to evaluate construction activity conformance with the Plans and Specifications after the on-site meeting.
- ◆ Review and consult with RR&WMD, CM, CQA staff, and Contractor on technical issues that arise during construction.
- ◆ Technical review of Contractor change order requests.
- ◆ Technical review of Contractor submittals.
- ◆ Respond to engineering items associated with the Contractor or CM Requests for Information (RFIs).
- ◆ Review and comment on product manufacturer information.
- ◆ Attend pre and final job-walks and assist the CM with the preparation of a punch list.
- ◆ Review CQA firm's preparation of a final construction quality report.
- ◆ Technical review of the Contractor's record drawings developed during construction.

TASK 5.0 ALTERNATIVE DISPOSAL OPTIONS, POST CURRENT LANDFILL DESIGN

SWT will evaluate alternative disposal options, for post conditions once the current TSL Design has been reached. These alternatives will include but not be limited to:

- ◆ Evaluate hauling and disposal to an existing permitted landfill. This will include:
 - Distance to the facility and hauling cost.
 - Current Site's disposal capacity.
 - Current and potential daily tonnage, and the ability to accept Santa Barbara County's tonnage needs.
 - Estimated disposal cost (2025 dollars).
- ◆ Evaluate the possibility for disposal at the future City of Santa Maria Las Flores Landfill (still in permitting and design). This will include:
 - Distance to the facility and hauling cost.
 - Future Site disposal capacity.
 - Current and potential daily tonnage, and the ability to accept Santa Barbara County's tonnage needs.
 - Estimated disposal cost (2025 dollars).
 - Items needed to be changed in the current Site CEQA document.
 - Potential commitments from the County to the City.
- ◆ Evaluate the expansion of the existing Tajiguas Sanitary Landfill. This will include:
 - Conceptual expansion configuration.
 - Ground disturbance impacts (vegetation, stockpiling, etc.).
 - Expansion development costs and schedule.
 - Permitting requirements.
 - Estimated disposal costs.
- ◆ Evaluate the requirements for siting and permitting a new landfill disposal facility in Santa Barbara County.

TASK 6.0 PROJECT ADMINISTRATION/COORDINATION AND MEETINGS

SWT will provide project administration services including project schedule development, tracking and updating, budget tracking, invoicing, and activity reporting, as requested. The SWT Project Manager will also coordinate activities with RR&WMD and the regulatory agencies, if requested. This task also includes budget for meetings in addition to those conducted as part of Task 5 for the Phase IVA Construction Engineering support services.

Deliverables

- ◆ Project Tracking.
- ◆ Meeting Minutes, when required.
- ◆ Coordination with RR&WMD staff and agencies.

ATTACHMENT A1

RE: AMENDMENT SCOPE OF WORK FOR ENGINEERING SERVICES AT THE TAJIGUAS SANITARY LANDFILL FOR FISCAL YEAR 2025/2026

March 18, 2025

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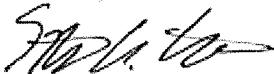
FEE ESTIMATE

Task 1.0	Operations Support	\$29,098
Task 2.0	Access Road Repair	\$26,521
Task 3.0	Regulatory Agency Support.....	\$14,696
Task 4.0	Phase IVA Construction Engineering Support	\$48,333
Task 5.0	Alternative Disposal Options, Post Current Landfill Design	\$50,421
Task 6.0	Project Administration/Coordination and Meetings	\$19,677
TOTAL FEE ESTIMATE		\$188,746

Fee estimate is for budget purposes only and all work performed will be invoiced on a time-and-materials basis, not-to-exceed basis, based on actual staff providing the service. The overall budget will not be exceeded without prior approval from the RR&WMD. SWT will bill reimbursable charges (i.e., reproduction, computer, phone, courier charges, and miscellaneous in-house expenses) at 5 percent of total labor charges. Other reimbursable charges (i.e., airfare, hotels, and other outside expenses) will be invoiced as indicated on our fee schedule.

Should there be any questions or if you require additional information, please contact me at 909-390-1328 or via email at mac@swteng.com.

Sincerely,



Michael A. Cullinane, P.E.
Principal

Attachment

Fiscal Year Fee Schedule 2025/2026

ATTACHMENT A1

RE: AMENDMENT SCOPE OF WORK FOR ENGINEERING SERVICES
AT THE TAJIGUAS SANITARY LANDFILL FOR FISCAL YEAR 2025/2026

March 18, 2025

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FEE SCHEDULE – FISCAL YEAR 2025/2026

<u>Staff Classification</u>	<u>Hourly Rate</u>
Clerk.....	\$75
Technician	\$92
CADD Operator	\$117
Planner I.....	\$117
Administrative Assistant.....	\$120
Engineering Technician	\$120
Planner II/Staff Scientist.....	\$138
Engineer I.....	\$144
Project Coordinator.....	\$152
Planner III.....	\$167
Engineer II/Designer.....	\$174
Engineer III/ Scientist	\$195
Construction Manager (CM)	\$197
Senior Planner.....	\$197
Project Engineer/Senior Scientist.....	\$211
Project Manager.....	\$243
Sr. Project Manager	\$264
Principal Planner.....	\$286
Principal Engineer/Sr. CM.....	\$286
Principal.....	\$299

Overtime premium, if appropriate, will be invoiced at 1.5 times of the above rates.

Reimbursable charges (reproduction, courier charges, miscellaneous in-house expenses.) are invoiced at 5 percent of total labor charges, not requiring a breakdown.

Other reimbursable charges are invoiced as follows:

Mileage	Federal Rate
Vehicle	\$8/Hour
Sub consultants/Outside Services	Cost +15 percent
Outside Out-of-Pocket Expenses.....	Cost +15 percent
Per Diem for Living Expenses.....	Federal Rate
Drone Topographic Processing by Third Party (Propeller)	\$1,000/Credit Used

- ◆ Any non-recurring project-specific charges not listed above will be invoiced at Cost + 15 percent, or as negotiated in the contract.

Fee Schedule effective through June 30, 2026

ATTACHMENT A1

FEE ESTIMATE - P251109 AMENDMENT FOR ON-CALL ENGINEERING SERVICES FOR FISCAL YEAR 2025/2026 TAJIGUAS SANITARY LANDFILL - COUNTY OF SANTA BARBARA

	Principal	Principle Planner	Sr. Project Manager	Project Manager	Project Engineer/Sr. Scientist	Engineer III/Scientist	Engineer II/Designer	Planner III	Project Coordinator	Engineer I	Planner II	Engineering Technician	TOTAL LABOR	5% Expenses*	SUBCONSULTANTS (Includes 15% markup)	Less Remaining Contract Budget	ESTIMATED FEE
	2025 Hourly Rate	\$299	\$286	\$264	\$243	\$211	\$197	\$195	\$174	\$167	\$152	\$144	\$138	\$120			
Task 1.0 Operations Support	8				40			80					\$27,712	\$1,386	\$0		\$29,098
Task 2.0 Access Road Repair	2				16			60	40			8	\$25,258	\$1,263	\$0		\$26,521
Task 3.0 Regulatory Agency Support	8	20			8		20						\$13,996	\$700	\$0		\$14,696
Task 4.0 Phase IVA Construction Engineering Support	20				280					60			\$117,460	\$5,873	\$0	(\$75,000)	\$48,333
Task 5.0 Alternative Disposal Options, Post Current Landfill Design	40	20			80		20						\$48,020	\$2,401	\$0		\$50,421
Task 6.0 Project Administration/Coordination and Meetings	20				40						20		\$18,740	\$937	\$0		\$19,677
TOTAL HOURS	98	40	0	0	464	0	40	140	280	0	20	68					
ESTIMATED FEE	\$29,302	\$11,440	\$0	\$112,752	\$0	\$7,880	\$27,300	\$48,720	\$9,792	\$0	\$960	\$12,560	\$251,186	\$12,560	\$0	-\$75,000	\$186,746

*Expenses will be billed at 5% of labor not requiring a specific breakdown.
Fee estimate is for budget purposes only. All work will be invoiced and a time-and-materials basis by the staff performing the work based on our current rate schedule.