

## **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 SWT Engineering, Inc. with an address at 800-C South Rochester Avenue, Ontario, CA 91761 (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**

Jamie Reyes at phone number 805-882-3625 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael A. Cullinane at phone number 909-390-1328 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:                      Jamie Reyes, Civil Engineer  
County of Santa Barbara, Public Works Department  
Resource Recovery & Waste Management Division  
130 E Victoria Street, Suite 100  
Phone: (805) 882-3625

To CONTRACTOR:              Michael A. Cullinane, President  
SWT Engineering, Inc.  
800-C South Rochester Avenue, Ontario, CA 91761  
Phone: (909) 390-1328  
Fax: (909) 390-3848

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 October 18, 2023 and end performance upon completion, but no later than June 30, 2025 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 NOTICES 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. By COUNTY. 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.

1. **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. By CONTRACTOR. 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 SWT Engineering, Inc.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:  
PUBLIC WORKS DEPARTMENT**

**CONTRACTOR:  
SWT ENGINEERING, INC.**

By: \_\_\_\_\_  
Department Head

DocuSigned by:  
*Michael Cullinane*  
C29E97618BBD4CD...  
By: \_\_\_\_\_  
Authorized Representative  
Name: Michael Cullinane  
Title: President

**APPROVED AS TO FORM:  
Rachel Van Mullem  
County Counsel**

**APPROVED AS TO ACCOUNTING FORM:  
Betsy M. Schaffer, CPA  
Auditor-Controller**

DocuSigned by:  
*Johannah Hartley*  
C156A3FB83F7454  
By: \_\_\_\_\_  
Deputy County Counsel

DocuSigned by:  
*C. Schaffer*  
A99FD5BD71D04FB  
By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:  
Risk Management**

DocuSigned by:  
*Greg Milligan*  
DC240AC1E64247D...  
By: \_\_\_\_\_  
Risk Management



## **EXHIBIT A**

### **STATEMENT OF WORK**

CONTRACTOR agrees to provide COUNTY engineering services as identified in the attached proposal dated August 18, 2023 (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.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **521,431**.
- 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.
- 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 REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory 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.

## EXHIBIT C

### **Indemnification and Insurance Requirements (For Design Professional Contracts that also Include Non-Design Services)**

#### INDEMNIFICATION

##### **A. Indemnification pertaining to Design Professional Services:**

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, 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. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

##### **B. Indemnification pertaining to other than Design Professional Services:**

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, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### 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, its agents, representatives, employees or subcontractors.

##### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1. 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. **(Not required if CONTRACTOR provides written verification it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage for and/or 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:

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 both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions 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 state 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** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the

retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

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:
  - 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.



August 18, 2023

PN 23-2130

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

**RE: PROPOSAL SCOPE OF WORK FOR ENGINEERING SERVICES AT THE TAJIGUAS  
SANITARY LANDFILL**

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 and to expand the refuse capacity at the Tajiguas Sanitary Landfill (TSL) including Optional Bid and Construction Engineering Support Services. 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.
- ◆ Phase III Access Road Extension and 2024 Turn Around Pad.
- ◆ Assist/Respond to Regulatory Agency Comments.
- ◆ CEQA Support Services.
- ◆ Construction Documents for the Phase IVA Liner System Design.
- ◆ Stormwater Sediment Basin Improvement Design Services.
- ◆ Relocation of ADF Existing Overhead Power Line.
- ◆ Phase IVA Liner Bid Support.
- ◆ Optional Phase IVA Construction Engineering Support.
- ◆ 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, 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 updated aerial topography.

- 
- ◆ Develop or review two 1-year fill sequencing plans for dry weather disposal.
  - ◆ Develop or review a 2-year wet weather fill sequencing plan that works in coordination with the above dry weather sequences.

As part of this work, SWT will look at drainage controls along with sequencing direction, 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 flowrates and airspace utilization factor (AUF) provided by RR&WMD current disposal consumption rates.

#### Deliverables

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

#### **TASK 2.0 PHASE III ACCESS ROAD EXTENSION AND 2024 TURN AROUND PAD**

SWT understands the scope of work for Phase III and has been involved in multiple other access road projects for other clients, not to mention the Utility and Roadway Realignment design and engineering support at the TSL in 2018, 2020, and 2022. With SWT's knowledge of the TSL site, we are familiar with the current and future intent of landfill refuse filling and the preferred access road and turn around pad needs of RR&WMD/Landfill Operations personnel. SWT will design the access road extension in a way to not impede the current daily operations of the landfill or the TRRP operation. It is anticipated this access road will be built to subgrade by Operations. Therefore, SWT will work with County Operations to over place soil fill in an area where a drainage will have to either cross over the surface of the access road or underneath, if necessary. This will be done to minimize the potential for waste excavation. SWT understands that this road paving will be for all weather access to the wet weather pad for the next few years and will minimize the transition needed from the existing roadway while allowing draining to flow properly.

#### 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) to a scale of 1" = 50' (minimum). A digital copy of the drawing files will be supplied to RR&WMD with representative hard copy drawings of their content. It is estimated that approximately five to seven sheets will be necessary to present the TSL Phase III Access Road Extension Design.

#### Plan Review

SWT will develop the 50-percent complete 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.



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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 ASSIST/RESPOND TO REGULATORY AGENCY COMMENTS**

The objective of this task is to assist RR&WMD to address regulatory agency completeness and review comments on 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 RWQCB on the Phase IV Design Report. SWT will develop a response to the technical review comments from the LEA, CIWMB, and RWQCB on the JTD/PCPCMP. 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

- ◆ Draft copy of revised Text, Figures, Tables, Drawings and/or Appendices for County review.
- ◆ Final copy (hard copy and digital PDF) of the revised Text, Figures, Tables, Drawings and/or Appendices addressing one round of LEA, CIWMB, and RWQCB review comments.
- ◆ Design Report responses.

**TASK 4.0 CEQA SUPPORT SERVICES**

SWT will provide support on engineering design and other elements that could potentially be required as part of response to comments on the California Environmental Quality Act (CEQA) document (EIR). SWT staff will be available to review the comments and other assessment documents, as needed. SWT will update or modify any technical documents based on CEQA comments and responses. SWT will provide technical or Peer Review support, as requested, by the County and preparer of the CEQA documentation. The SWT staff will attend meetings, as requested by the County to provide/present technical information and address technical questions regarding the project. SWT will also provide engineer support, as needed:

- ◆ Assist in the preparation of public presentation material as it relates to the design; these will include key figures of the project components to assist in providing an overview of the Project.

The level of effort for this task greatly depends on the level of involvement requested by the County (i.e., Lead Agency) during the CEQA process, therefore the budget is an estimate and we'll be tracked time and materials. Upon receipt of the comments, SWT will notify RR&WMD if the fee estimate is adequate to address agency comments.

**TASK 5.0 CONSTRUCTION DOCUMENTS FOR THE PHASE IVA LINER SYSTEM DESIGN**

The construction bid documents will be prepared in a format that will allow RR&WMD to solicit competitive bids for the TSL Phase IVA Mass Excavation and Liner Construction Project. The Phase IV Liner Construction document will be based on the 60-80% Design Set included in the Design Report. The construction document package will include the following:

- ◆ Construction Drawings and Details.
- ◆ CQA Plan (update).
- ◆ Technical Specifications (based on Caltrans Standards) and incorporation of RR&WMD Standard Contract Language.
- ◆ Bid schedule and Engineer's Cost Opinion.

#### **Task 5.1      Phase IVA Liner Construction Drawings**

The construction drawings will include the following sheets showing the proposed design features for the next liner phase and perimeter channel:

- ◆ Cover Sheet.
- ◆ Site Location and Map.
- ◆ Sequence 1 Excavation.
- ◆ Sequence 2 Excavation.
- ◆ Low Permeability Veneer Borrow Area.
- ◆ Liner Subgrade Grading/Subdrain Plans.
- ◆ Interim Storm Water Control.
- ◆ Liner and LCRS Collection System Plan.
- ◆ LCRS Pumping System Plans.
- ◆ Liner System Details.
- ◆ Cross Sections.
- ◆ Basin Improvement Plans (Task 6.0 Scope of Services).
- ◆ Power Pole Relocation (Task 7.0 Scope of Services).

SWT will complete the construction drawings for the construction of the proposed liner system. The final construction-level design plans for the Phase IVA refuse disposal area will be prepared as outlined below:

#### **Drawing Format**

Plan sheets will consist of two sequences of excavation (one mass grading without ponding; a second to complete the excavation for liner below adjacent grade) and also a subgrade plan for the veneer material for the Phase IVA slope liner area. SWT will also prepare an LCRS plan, which will show the LCRS system components along with the anchor trench location and tie into the existing liner system. Detail sheets will also be provided, and will include cross sections, enlarged and cross-referenced, on the plan sheets. SWT assumes that the LCRS pumping system for Phase IVA will be similar to the existing Phase II system

(but smaller). It is assumed that electric service will be available to the riser location to operate the pump (as part of the power pole relocation).

The drawings will be prepared in a digital format by AutoCAD to a scale of 1" = 50' (minimum). A digital copy of the drawing files will be supplied to RR&WMD with representative hard copy drawings of their content. It is estimated that approximately six to eight sheets will be necessary to present the TSL Phase IVA liner designs.

#### Plan Review

SWT will develop the 90-percent complete drawings with senior review for constructability and value engineering conducted by Principal-in-Charge, Michael A. Cullinane, P.E. SWT will submit digital copies of the construction drawings to RR&WMD for review and comment at the 90- and 100-percent complete design stage.

#### Deliverables

- ◆ PDF copy of 90- and 100-percent level sets of the construction plans, cross sections, and details.
- ◆ Final review sets of the construction plans and details incorporating RR&WMD comments.
- ◆ One original hard copy set of signed and stamped by a licensed Civil Engineer, licensed in the State of California, of the 100-percent final construction plans and details and a copy in digital format (AutoCAD and PDF format).

#### **TASK 5.2**     CQA Plan (Update)

A liner CQA Plan will be updated for Phase IVA. The previous liner phase CQA Plans will be used as the basis for Phase IVA and will be modified, as needed. The CQA Plan includes procedures to obtain test results and inspection observations in order to evaluate whether the final product is completed in compliance with minimum regulatory standards and the approved design. This CQA Plan will conform to current State and federal regulatory requirements and will include the following:

- ◆ General project design information.
- ◆ Definitions of responsible parties and descriptions of specific materials to be used in the construction.
- ◆ Personal qualifications, chain of command, and CQA Plan organization.
- ◆ Project meetings.
- ◆ Test methods and inspection requirements for materials to be used in the construction of the liner system.
- ◆ CQA testing interpretation protocols including data evaluation, pass/fail criteria, and methods for combining different test methods to provide overall confidence in the quality and uniformity of the completed liner system.
- ◆ Documentation requirements and formats including daily records, inspection sheets, photographs, acceptance of completed portions of the project, final documentation (Construction Report of Compliance), and document storage.

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**Task 5.3      Phase IVA Liner System Technical Specifications**

Technical or Special Provisions of the Specifications for TSL Phase IVA Liner System, along with stormwater basin and power line relocation improvements, will also be prepared and submitted as part of the 90-percent complete submittal of the construction drawings. The Specifications will include requirements for the Contractor's Construction Health and Safety Plan detailing the minimum requirements for the anticipated construction activities. The Specifications will also include Resource Agency permit requirements. The Technical Specifications will be provided to RR&WMD for inclusion into their standard bid documents. The Special Provisions will be suitable for competitive bidding of the Phase IVA GWPS System, stormwater basin, and power pole relocation construction.

SWT will complete the Technical Specifications based on Caltrans Standards format in conjunction with RR&WMD requirements in a format similar to the previous GWPS projects. The document will be acceptable for incorporation into RR&WMD's standard contract bid document to be distributed to contractors. The Specifications will be provided in Microsoft Word for Windows and PDF formats and will also include a CQA Plan.

SWT will prepare a quantity estimate based on the 90-percent construction plans and a bid schedule for use by those contractors submitting bids will be prepared for the Bid Package. SWT will also prepare a separate engineer's cost opinion with current unit cost estimates based on the quantities provided in the bid schedule.

**Deliverables**

- ◆ Digital PDF copy of the draft Technical Specifications, Bid Schedule, and Engineers Estimate submitted at a 90-percent plan level of completion for review.
- ◆ Digital copy (Word for Windows and PDF format) of the final Technical Specification Package, with wet stamp and signature of a licensed Civil Engineer registered in the State of California.

**TASK 6.0      STORMWATER SEDIMENT BASIN IMPROVEMENTS DESIGN SERVICES**

SWT will provide engineering design services for improvements for modifying the existing stormwater basin and adding a second north stormwater basin. These design services and the resulting Construction Documents (Plans and Technical Specifications) will be incorporated into the Phase IV GWPS Construction Drawings. The following design elements will be performed by SWT as a part of the engineering design services relative to the design of the Basin Improvements:

**Task 6.1      Hydrology and Hydraulics Analysis**

Precipitation and drainage control facilities for Class III Landfills must be designed to handle the 100-year, 24hr precipitation design storm as required by the State Water Resources Control Board (SWRCB) AB-1220 Division 2 Title 27. SWT will analyze new and existing structures that will be modified by the Phase IV GWPS project.

**Task 6.2      Basin Improvements**

The current concrete lined basin will be modified to accommodate the Phase IV expansion construction. This will include relocating the existing skimmer system to the north and constructing a new southerly slope liner which will join the existing concrete lined basin. A new storm water basin will be designed to the west of the existing basin, which will also be

equipped with its own skimmer system. Both basins will have an emergency spill way at the northerly tip adjacent to the Pila Creek access ramp.

### **Task 6.2.1 Design Basis And Construction Cost Analysis**

SWT will evaluate two options for the new stormwater basin improvements and provide a cost analysis for both options.

- ◆ Alternative 1: Design will include a unlined basin earthen bottom and slopes with a skimmer system.
- ◆ Alternative 2: Design will include reinforced concrete lining on slope and floor areas for ease of cleaning of silt by RR&WMD Operations. Floor subdrains will be installed to relieve any hydrostatic pressure build-up. Slope geocomposite drain, with weepholes at the toe of slope will be recommended.

### **Task 6.2.2 Stormwater Basin Improvement Design Services**

The construction drawings will include the following sheets showing the proposed design features for modifying the existing stormwater basin and adding a second basin:

- ◆ Demolition of a portion of the existing stormwater basin.
- ◆ Excavation/Filling.
- ◆ Subdrain System.
- ◆ Concrete Lining and Join Details.
- ◆ Basin Access.
- ◆ Emergency Overflow/Spillway.
- ◆ Skimmer Details and Piping.
- ◆ Cross Sections.

SWT will complete the construction drawings for the construction of the proposed stormwater basins. The final construction-level plans will be included in the Phase IVA GWPS bid documents and will be prepared as outlined below:

#### **Drawing Format**

The drawings will be prepared in a digital format by AutoCAD to a scale of 1" = 50' (minimum). A digital copy of the drawing files will be supplied to RR&WMD with representative hard copy drawings of their content. It is estimated that approximately six to eight sheets will be necessary to present the stormwater basin improvements in the TSL Phase IV GWPS designs.

#### **Plan Review**

SWT will develop the 90-percent complete drawings with senior review for constructability and value engineering conducted by Principal-in-Charge, Michael A. Cullinane, P.E. SWT will submit digital copies of the construction drawings to RR&WMD for review and comment at the 90- and 100-percent complete design stage.

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### Deliverables

- ◆ PDF copy of 90- and 100-percent level sets of the construction plans, cross sections, and details.
- ◆ Final review sets of the construction plans and details incorporating RR&WMD comments.
- ◆ One original hard copy set of signed and stamped by a licensed Civil Engineer, licensed in the State of California, of the 100-percent final construction plans and details and a copy in digital format (AutoCAD and PDF format).

### **TASK 7.0 RELOCATION OF ADF EXISTING OVERHEAD POWER LINE**

SWT's sub consultant Salas O'Brien will be providing electrical engineering services and drafting support for the preparation of 80% Design Development Drawings, 100% Construction Documents, and Construction Administration support services for the relocation of approximately five to six existing wood poles consisting of approximately 1,800 feet. The new pole alignment would be to the north of the proposed Phase IV expansion area. The pole line would include a drop for connecting the new Phase IV LCRS system pump station.

#### **Task 7.1 Electrical Design Services**

Electrical design services shall include the following:

##### **A. Pre-Design Investigation**

1. Perform one (1) site survey to visually verify existing electrical systems.

##### **B. Design Development Drawings (80%)**

1. Prepare DD electrical drawings for the overhead power line system. The design will comply with National Electrical Code (NEC) and Cal/OSHA requirements. Electrical drawings shall include preliminary plans, sections, and details, including:
  - a. Single Line diagram
  - b. Site plan indicating points of connection and pole line routing.
  - c. Phasing system to keep power to the ADF.
  - d. Preliminary sag and tension calculations.
  - e. Preliminary load, voltage drop and short-circuit calculations.
  - f. Preliminary schedules, details, diagrams, equipment elevations, and legends.

##### **C. Construction Documents (100%)**

1. Meet with design team to discuss RR&WMD directed revisions and revise appropriate items within construction documents accordingly.
2. Detailed sag and tension calculations.
3. Prepare Construction Documents for overhead power line system. Electrical drawings shall include plans, sections, and details necessary for obtaining approval from the County, including:
  - a. Site plan indicating points of connections.

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- b. Performance specifications for installation of aerial overhead power conductors on wood poles.
  - c. Load and voltage drop and short-circuit calculations.
  - d. Schedules, details, diagrams, equipment elevations, and legends.
  - e. Completed single line diagram.
  - f. Preparation of electrical specifications on drawings.
4. Submit to SWT for review and their subsequent submittal to RR&WMD for comments.
  5. Incorporate County comments.

#### **D. Additional Services**

The following are not included in the basic services:

1. Design of low voltage systems: fiber optic, CATV, data, telephone, or internet service cables.

#### **Drawing Format**

The drawings will be prepared in a digital format by AutoCAD to a scale of 1" = 50' (minimum). A digital copy of the drawing files will be supplied to RR&WMD with representative hard copy drawings of their content. It is estimated that approximately six to eight sheets will be necessary to present the electrical improvements in the TSL Phase IV GWPS designs.

#### **Plan Review**

SWT's subconsultant will develop the 80-percent complete drawings with senior review for constructability and value engineering conducted by Principal-in-Charge, Michael A. Cullinane, P.E. SWT will submit, on behalf of the subconsultant, digital copies of the construction drawings to RR&WMD for review and comment at the 80- and 100-percent complete design stage.

#### **Deliverables**

- ◆ PDF copy of 80- and 100-percent level sets of the construction plans, line diagrams, and details.
- ◆ Final review sets of the construction plans and details incorporating RR&WMD comments.
- ◆ One original hard copy set of signed and stamped by a licensed Electrical Engineer, licensed in the State of California, of the 100-percent final construction plans and details and a copy in digital format (AutoCAD and PDF format).

#### **Task 7.2 Construction Administration**

1. Review shop drawings and submittals as required by construction documents.
2. Interpret electrical contract documents for proper execution of work during construction.
3. Normal coordination and communication to accomplish work.

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**TASK 8.0 PHASE IVA GWPS BID SUPPORT**

This task will consist of preparation of the Advertisement and Invitation to Bid, preparation of pre-bid meeting sign-in sheet and agenda, conducting the mandatory pre-bid meeting, responding to contractor's questions, preparation of addenda, as necessary; evaluation of contractor's qualifications, recommendation to RR&WMD, and pre -award meeting with contractor, as necessary.

**TASK 9.0 OPTIONAL PHASE IVA CONSTRUCTION ENGINEERING SUPPORT SERVICES (UNBUDGETED)**

SWT will provide construction engineering support services to RR&WMD and the Construction Manager (CM) throughout construction, and 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 relative to the Phase IVA GWPS System 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 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.

If budget remains on other tasks, SWT can provide part or all of these services under this contract.

**TASK 10.0 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 4 for the engineering support services.

### Deliverables

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

### **FEE ESTIMATE**

Task 1.0	Operations Support.....	\$112,812
Task 2.0	Phase III Access Road Extension and 2024 Turn Around Pad.....	\$31,702
Task 3.0	Assist/Respond to Regulatory Agency Comments.....	\$63,244
Task 4.0	CEQA Support Services.....	\$25,074
Task 5.0	Construction Documents for the Phase IVA Liner System Design .....	\$129,453
Task 6.0	Stormwater Sediment Basin Improvement Design Services.....	\$51,728
Task 7.0	Relocation of ADF Existing Overhead Power Line.....	\$61,894
Task 8.0	Phase IVA GWPS Bid Support .....	\$16,712
Task 9.0	Optional Phase IVA Construction Engineering Support Services (Unbudgeted) .....	\$0.00
Task 10.0	Project Administration/Coordination and Meetings.....	\$28,812
	<b>TOTAL FEE ESTIMATE.....</b>	<b>\$521,431</b>

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, using the rates on our current rate schedule at the time services are performed. 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](mailto:mac@swteng.com).

Sincerely,



Michael A. Cullinane, P.E.  
Principal

Attachment  
Fee Schedule 2023



**COUNTY OF SANTA BARBARA  
RESOURCE RECOVERY AND WASTE MANAGEMENT DIVISION  
FEE SCHEDULE – OCTOBER 2023 – JUNE 2025**

<u>Staff Classification</u>	<u>Hourly Rate</u>
Clerk .....	\$73
Technician.....	\$87
CADD Operator .....	\$111
Planner I.....	\$111
Administrative Assistant .....	\$113
Engineering Technician.....	\$113
Planner II.....	\$134
Engineer I.....	\$138
Project Coordinator .....	\$146
Engineer II/Designer .....	\$165
Engineer III/ Scientist .....	\$186
Construction Manager (CM) .....	\$188
Senior Planner.....	\$188
Project Engineer/Senior Scientist.....	\$202
Project Manager.....	\$231
Principal Planner.....	\$274
Principal Engineer/Sr. CM .....	\$274
Principal.....	\$286

**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) .....	\$700/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 October 2023 through June 2025*