

ATTACHMENT A

Board Contract Summary

BC 17 _171

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year	FY18/19
D2.	Department Name	Public Works
D3.	Contact Person	Todd Curtis
D4.	Telephone	805-882-3621

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Engineering services
K3.	Department Project Number	828369
K4.	Original Contract Amount	\$ 70,020
K5.	Contract Begin Date	10/03/2016
K6.	Original Contract End Date	02/01/2018
K7.	Amendment? (Yes or No)	Yes
K8.	- New Contract End Date	12/31/2019
K9.	- Total Number of Amendments	2
K10.	- This Amendment Amount	\$ 55,895
K11.	- Total Previous Amendment Amounts	\$ 57,000
K12.	- Revised Total Contract Amount	\$ 182,915

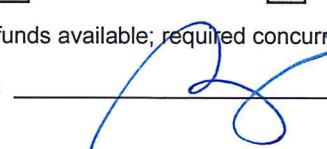
B1.	Intended Board Agenda Date	08/14/18
B2.	Number of Workers Displaced (if any)	None
B3.	Number of Competitive Bids (if any)	N/A
B4.	Lowest Bid Amount (if bid)	N/A
B5.	If Board waived bids, show Agenda Date	N/A
	and Agenda Item Number	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	1930
F2.	Department Number	054
F3.	Line Item Account Number	8200
F4.	Project Number (if applicable)	828369
F5.	Program Number (if applicable)	1750
F6.	Org Unit Number (if applicable)	N/A
F7.	Payment Terms	Monthly

V1.	Auditor-Controller Vendor Number	644374
V2.	Payee/Contractor Name	Bengal Engineering
V3.	Mailing Address	250 Big Sur Drive
V4.	City State (two-letter) Zip (include +4 if known)	Goleta, CA 93117
V5.	Telephone Number	(805) 563-0788
V6.	Vendor Contact Person	Scott Onishuk
V7.	Workers Comp Insurance Expiration Date	5/15/2019
V8.	Liability Insurance Expiration Date	6/15/2019
V9.	Professional License Number	C48052
V10.	Verified by (print name of county staff)	

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 7/12/18 Authorized Signature: 

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND BENGAL ENGINEERING (BC-17-171)**

This Amendment (hereinafter referred to as "Amendment No. 2") to the Agreement of Services of Independent Contractor (hereinafter referred to as "Agreement") is made by and between the County of Santa Barbara (hereinafter referred to as "COUNTY"), and Bengal Engineering (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract BC-17-171 for engineering services as requested by the County of Santa Barbara Public Works Department on October 3, 2016; and

WHEREAS, the original agreement amount for the project was in the amount of \$70,020.00; and

WHEREAS, the total contract increase utilizing \$7,000.00 of contingency was authorized; and

WHEREAS, the Amendment No. 1 to the agreement was executed on February 27, 2018 to increase the contract amount up to \$50,000.00 for a revised total amount not to exceed \$120,020.00, and to extend the term through December 31, 2018; and

WHEREAS, to accommodate the change in scope and term to provide additional construction management related to the construction of the designed project; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the text of **SECTION 4. TERM, EXHIBIT A, STATEMENT OF WORK** and **EXHIBIT B, PAYMENT ARRANGEMENTS** to the Agreement.

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

1. The text of **SECTION 4. TERM**, shall be deleted in its entirety and replaced by the following:

"CONTRACTOR shall commence performance on May 4, 2016 and end performance upon completion, but no later than December 31, 2019 unless otherwise directed by COUNTY or unless earlier terminated."

2. The text of **EXHIBIT A, STATEMENT OF WORK**, shall be deleted in its entirety and replaced by the following:

Contractor shall provide civil engineering services as set forth in the Contractor's proposal dated July 27, 2016 included as Exhibit A-1 and as set forth in the Contractor's proposal dated December 22, 2017 included as Exhibit A-2, and as set forth in Contractor's proposal dated July 2, 2018 included as Exhibit A-3, as herein attached and incorporated by reference.

Scott Onishuk shall be the primary individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of CONTRACTOR's Designated Representative.

3. Exhibit A-3 is added in its entirety as attached hereto and incorporated herein by reference.

4. The text of **EXHIBIT B, PAYMENT ARRANGEMENTS**, Periodic Compensation (with attached Schedule of Fees), shall be deleted and replaced by the following:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$177,915.
 - B. Additional efforts and cost reimbursements within the scope of Exhibit A that exceed \$177,195 may be authorized by the Director of Public Works or designee at the same rate per unit as defined in Attachment A-3. Additional efforts and cost reimbursements must be approved in advance by the Director of Public Works or designee. The total amount of this contingency fund is not to exceed \$5,000. In no event shall the County be liable for the cost of any changes or additions to the service being performed under this Agreement unless approved in advance and in writing by the Director of Public Works or designee. In no event shall the total contract amount exceed \$182,915.
 - C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
 - D. Monthly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory 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.
 - E. 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.
5. **Ratifications.** The terms and provisions set forth in this Amendment No. 2 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Amendment No. 1. The terms and provisions of the Agreement, and Amendment No. 1 except as expressly modified and superseded by this Amendment No. 2, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

//
//

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Bengal Engineering.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors


Date: _____


RECOMMENDED FOR APPROVAL:

Santa Barbara County Public Works
Department

CONTRACTOR:

Bengal Engineering
250 Big Sur Drive
Goleta, CA 93117

By: 
Scott D. McGolpin
Department Head, Public Works
Director

By: 
Authorized Representative

Name: SCOTT ONISHUK
Title: DIRECTOR


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy County Counsel

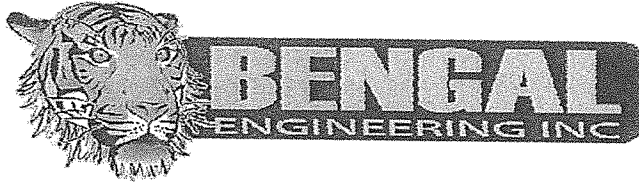
By: 
Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 
Risk Management

EXHIBIT A-3



July 2, 2018

Todd Curtis, PE
Project Manager
Santa Barbara County Department of Public Works
Resource Recovery & Waste Management Division
130 E. Victoria Street Ste. 100
Santa Barbara, CA 93101

**RE: Proposal to Provide
Engineering Support, Construction Management and Additional Design for the
Construction of Improvements to the South Coast Regional Transfer Station:
County Project 828369**

Dear Mr. Curtis,

Bengal Engineering is pleased to submit this proposal to for professional engineering services. The proposed work includes:

1. Construction Stage Engineering Support
2. Construction Management Support

Schedule to Begin

We are prepared to begin work at once.

Regards,

Scott Onishuk, PE
Project Manager

1. SCOPE OF PROFESSIONAL SERVICES

Task 1 – Construction Stage Engineering Support

Bengal Engineering (Bengal) will provide construction stage engineering support as requested.

Bengal's Work is anticipated to include these deliverables:

- Submittal review
- RFI Responses
- Design interpretation, change order preparation
- QA inspection as required
- Record drawing preparation based on contractor and CM redline drawings

Task 2 – Construction Management Support

Bengal's Work is anticipated to include these deliverables:

- Chair and attend the Pre-construction meeting coordination. The preconstruction meeting will be held either at the transfer station or at the Divisions' office.
- Provide daily on site representative to monitor construction and provide plan and specification compliance inspections for the project. Bengal has provided a budget to visit the site two times each day: once in the morning, once in the afternoon
- Prepare and submit daily logs on construction and inspection activities for the project.
- Coordinate the materials testing. Testing provided by others.
- Provide construction document management
- Prepare construction management report



Assumptions/Exclusions/Understanding

1. This proposal was prepared with direction and understanding between Bengal Engineering and the City's project manager assigned this project.
2. We assume the project will proceed uninterrupted.
3. We know of no environmental restrictions to the work as proposed.
4. Our fee estimate is a budget we suggest with the information we currently have. The project will proceed on a time-and-materials basis because of all the variables beyond our control which affect our effort.



Fee Estimate Spreadsheet



CONSTRUCTION OVERSIGHT FEE ESTIMATE

County Project No: 828369 Title: SCRTS: Construction Oversight Client: Santa Barbara County Date: 2-Jul-18	Prepared by: Scott Onishuk Billing Type: T&M	Bengal Engineering, Inc. 250 Big Sur Drive Goleta, CA 93117 (805) 563-0788
---	---	---

Services		PROJ./CIVIL MANAGER	CONSTRUCTION ENGINEER	BRIDGE ENG.	CIVIL ENG.	TECH/ DRAFTER	ENVIR. CONSULTANT	GEOTECH ENG.	CLERICAL	TOTAL HOURS	LABOR COSTS (\$)
1	Construction Stage Engineering Support	16	45			16			16	93	\$ 11,710
2	Construction Management Support										
	Bengal's Internal PM	40				16				56	\$ 7,520
	Precon Meeting; prepare and attend		12						2	14	\$ 1,930
	Daily Inspections (30 working days): field work		120						12	132	\$ 18,780
	Prepare Daily Logs: Office Work		30						3	33	\$ 4,695
	Coordinate Materials Testing		16							16	\$ 2,400
	Progress Payments (2 payments)		24						4	28	\$ 3,860
TOTALS		56	247	0	0	32	0	0	37	372	\$ 50,895

Classification	Rate/Hr.	Expenses	Cost (\$)	Billing Factor	Reimbursibles	Consultant
Special Consultant	\$ 250	None	0	1.1		
Project Manager	\$ 150					
Bridge Engineer	\$ 150					
Construction Engineer (Registered PE)	\$ 150					
Civil Engineer	\$ 150					
Drafter/Technician	\$ 95					
Environmental	\$ 200					
Geotech Engineer	\$ 150					
Clerical	\$ 65					
					Subtotal	\$ -
GRAND TOTAL						\$ 50,895

