

Attachment A

Contract Summary

BC 16-197 A-1

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year	15/16, 16/17,17/18, 18/19
D2.	Department Name:	Resource Recovery and Waste Management
D3.	Contact Person:	Todd Curtis
D4.	Telephone:	(805) 882-3621

K1.	Contract Type:	Design Professional Services
K2.	Brief Summary of Contract Description/Purpose:	Landfill Closure Project Construction Management Services
K3.	Department Project Number:	129913
K4.	Original Bid Amount:	\$477,354.00
K4a	Supplemental:	\$0.00
K4b	Contingency:	\$47,735.00
K4c	Total Contract Amount:	\$525,089.00
K5.	Contract Begin Date:	05/04/2016
K6.	Original Contract End Date:	10/31/18
K7.	Amendment? (Yes or No):	Yes
K8.	- New Contract End Date:	12/31/19
K9.	- Total Number of Amendments:	1
K10.	- This Amendment Amount:	\$147,501
K11.	- Total Previous Amendment Amounts:	\$0.00
K12.	- Revised Total Contract Amount:	\$625,590.00

B1.	Is this a Board Contract? (Yes/No):	Yes
B1a	Intended Agenda Date:	July 10, 2018
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	None
B4.	Lowest Bid Amount (if bid):	
B5.	If Board waived bids, show Agenda Date: and Agenda Item Number:	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	

F1.	Fund Number:	1930
F2.	Department Number:	054
F3.	Line Item Account Number:	7460
F4.	Project Number (if applicable):	129913
F5.	Program Number (if applicable):	1750
F6.	Org Unit Number (if applicable):	
F7.	Payment Terms:	NET 30

V1.	Auditor-Controller Vendor Number:	002471
V2.	Payee/Contractor Name:	Tetra Tech BAS
V3.	Mailing Address:	1360 Valley Vista Drive
V4.	City State (two-letter) Zip (include +4 if known):	Diamond Bar, CA 91765
V5.	Telephone Number:	909-860-7777
V6.	Vendor Contact Person:	Caleb Moore
V7.	Workers Comp Insurance Expiration Date:	10/01/2018
V8.	Liability Insurance Expiration Date:	10/01/2018
V9.	Professional License Number:	N/A
V10	Verified by (print name of county staff):	Gloria Alvarez

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

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

Date: 4/26/18 Authorized Signature: 

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND TETRA TECH BAS (BC-16-197)**

This Amendment (hereinafter referred to as "Amendment No. 1") 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 Tetra Tech BAS (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract BC-16-197 on May 3, 2016; and

WHEREAS, the previously agreed upon Statement of Work to be performed by CONTRACTOR is to be amended; and

WHEREAS, to accommodate the change in scope, the previously agreed upon Term is to be extended; 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 construction management services as set forth in the Tetra Tech BAS "Proposal For Construction Management Services for the Tajiguas Landfill Phase 2 and 3 Partial Final Closure Construction Project (Project Number 129913)" dated March 9, 2016. The detailed scope of work is stipulated in Attachment A-1 and is incorporated by reference. Tetra Tech BAS's Fee Estimate for proposed services is provided in Attachment A-2 and is incorporated by reference.

The first addendum to the scope of work is set forth in the Tetra Tech BAS "RE: PROPOSAL FOR EXTENDED CONSTRUCTION MANAGEMENT SERVICES FOR THE TAJIQUAS LANDFILL PHASE 2 & 3 PARTIAL FINAL CLOSURE CONSTRUCTION" dated March 28, 2018. The detailed scope of work and fee estimate for this addendum is stipulated in **Attachment A-3** and is incorporated by reference.

Caleb Moore, Richard Huffmire, and Julie Hauenstein shall be the primary individual(s) personally responsible for construction management services. CONTRACTOR may not substitute other persons without the prior written approval of CONTRACTOR's Designated Representative.

3. The text of **EXHIBIT B, PAYMENT ARRANGEMENTS**, Periodic Compensation (with attached Schedule of Fees), Sections A, B, C, D, and E shall be deleted and replaced by the following:

- A. For CONTRACTOR services rendered under this Agreement for Phase 2 Closure Construction Management through June 30, 2018, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$525,089**.

- B. For CONTRACTOR services to be rendered under this Agreement for Phase 3 Closure Construction Management, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$135,501.
 - C. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1 (Schedule of Fees)**. The total amount of this contingency fund is \$12,000.00.
 - D. Payment of services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based on the scope and methodology contained in **EXHIBIT A** as determined by the COUNTY. Payment of services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 (Schedule of Fees)**. Invoices submitted for payment that are based upon **Attachment B1 (Schedule of Fees)** must contain sufficient enough detail to enable an audit of the charges and provide supporting documentation is so specified in **EXHIBIT A**.
 - E. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and with the cost basis of **Attachment B-1** 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.
 - F. 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."
4. Except as set forth in Sections 1 through 3 hereof, this Amendment No. 1 shall not modify or change any of the provisions of the Agreement and the parties to this Agreement are bound by its provisions, as amended herein.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Tetra Tech BAS.

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:

Tetra Tech BAS

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

By: 
Authorized Representative

Name: JEFFREY M WILLIAMS
Title: VICE PRESIDENT

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

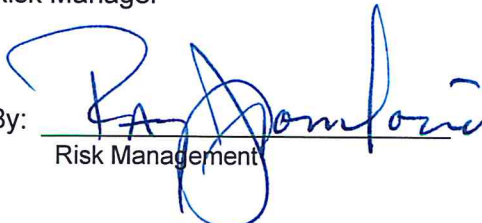
Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 
Risk Management

ATTACHMENT A-3



March 28, 2018

Todd Curtis, PE, Civil Engineer
 County of Santa Barbara, Public Works Department
 Resource Recovery and Waste Management Division
 130 East Victoria Street, Suite 100
 Santa Barbara, California 93101

RE: PROPOSAL FOR EXTENDED CONSTRUCTION MANAGEMENT SERVICES FOR THE TAJIGUAS LANDFILL PHASE 2 & 3 PARTIAL FINAL CLOSURE CONSTRUCTION

Dear Mr. Curtis:

Tetra Tech BAS (TtBAS) is pleased to present this proposal to provide extended construction management services for the Phase 3 portion of the Phase 2 & 3 Partial Final Closure Construction project at the Tajiguas Sanitary Landfill.

The Phase 2 & 3 construction documents specified a duration of 130 working days for the Phase 2 portion of the project and 85 working days for the Phase 3 portion of the project, or a total of 215 working days for completion of both phases.

As a result of issues associated with the availability of construction water at the site; and delays due to the above average and severe intensity of rainfall during the 2016-2017 winter season, several contract change orders were issued, or are pending, that extended the Phase 2 portion of the project well beyond the anticipated November 28, 2016 completion date. Those change orders are summarize as follows:

CCO	Time Extension	Description
CCO No. 1	5 days	Install Baron Ranch Waterline – Also included \$60K for Contractor to mitigate delay due to lack of onsite construction water. This resulted in contractor working 10 hr. days in Sept. and Oct. which also increased CM hours
CCO No. 2	38 days	Incident weather and delay associated with alternate stockpile plan.
CCO No. 4	174 days	Incident weather and storm water damage remediation work.
CCO No. 5	36 days	Storm water damage remediation work. (CCO 5 Pending Final Approval)
	253 days	Total Approved Additional Working Days
	130 days	Original Phase 2 Duration
	383 days	Total Phase 2 Duration

Through conservative time management and staffing adjustments during the course of the Phase 2 project, TtBAS was able to provide the additionally requested CM services within the allocated budget for the originally specified 215 working days for both the Phase 2 and Phase 3 projects.

1360 Valley Vista Drive • Diamond Bar, CA 91765 • (909) 860-7777 • FAX (909) 860-7777

(J:\Santa Barbara\2016.0083 Tajiguas Phase 2 & 3 Partial Final Closure\Job Setups\Tajiguas Phase 3 CM Services Amendment - 3-20-18.docx)

The Phase 3 portion of the project is tentatively scheduled to begin construction in July 2018. Phase 3 is less complex than Phase 2 and should be somewhat less demanding with respect to CM oversight. Therefore, based on our recent discussions, TtBAS has prepared an adjusted Fee Schedule to provide options for the CM services required for the Phase 3 portion of the project. The attached Fee Schedule provides three options for your consideration.

- Option 1: Provide a full time staff engineer with oversight provided by a senior engineer/project manager (Julie Hauenstein) on an as needed basis.
- Option 2: Provided a full time construction manager.
- Option 3: Provide a senior engineer/project manager (Julie Hauenstein) on a part time basis (± 2 days/wk) to provide oversight and coordinate with CQA personnel.

To provide continuity between Phases 2 & 3, Rich Huffmire, Senior Construction Manager for Phase 2, will continue to provide oversight for review of submittals, progress payment applications, additional work items, and preparation of the Construction Management Report.

A detailed breakdown of this fee estimate is provided in the attached table. This cost estimate is for budgeting purposes only and work performed under this proposal will be billed on a time-and-materials, not-to-exceed basis in accordance with our contract rate schedule. TtBAS will not exceed the approved budgeted amounts without prior written approval by the County.

TtBAS appreciates the opportunity to present this proposal to the County of Santa Barbara and looks forward to assisting you in the completion of this project. Should you have any questions, please do not hesitate to contact me at your convenience.

Respectfully submitted,



Caleb Moore
Principal Engineer

Attachment: A – Proposed Fee Estimate



Table I

Phase 2 & 3 Partial Final Closure Construction at Tajiaguas Sanitary Landfill

Task	SCH	PRE	EMI	EI	CS	SDD	OS	TOTAL LABOR HOURS	TOTAL LABOR COST	ESTIMATED EXPENSES % LABOR	TOTAL FEE	Per Day	Vehicle Use	TOTAL OUTSIDE COSTS	TOTAL FEE
	hr	hr	hr	hr	hr	hr	hr					day	hr		
Option No. 1 Phase 3 CM Services															
1.1 Kick off Meeting	8		4	8				20	\$3,144	\$63	\$3,207		20	\$220	\$3,207
1.2 Onsite Construction Management			68	680				748	\$86,768	\$1,735	\$88,503	85	748	\$29,478	\$117,981
1.3 Review As-Built Drawings	4					8		16	\$2,344	\$47	\$2,391				\$2,391
1.4 Prepare Draft CM Report	16			16			4	36	\$5,264	\$105	\$5,369				\$5,369
1.5 Finalize CM Report	8	2					4	14	\$2,344	\$47	\$2,391				\$2,391
1.6 CM Support/Project Administration	16	4						20	\$4,080	\$82	\$4,162				\$4,162
Option No. 1 Total	52	6	72	708		8	8	854	\$103,944	\$2,079	\$106,023	85	768	\$29,698	\$135,501
Option No. 2 Phase 3 CM Services															
2.1 Kick off Meeting	8		4		8			20	\$3,472	\$69	\$3,541		20	\$220	\$3,541
2.2 Onsite Construction Management			24		680			704	\$107,344	\$2,147	\$109,491	85	704	\$28,994	\$138,485
2.3 Review As-Built Drawings	4				4	8		16	\$2,508	\$50	\$2,558				\$2,558
2.4 Prepare Draft CM Report	16			16			4	36	\$5,920	\$118	\$6,038				\$6,038
2.5 Finalize CM Report	8	2					4	14	\$2,344	\$47	\$2,391				\$2,391
2.6 CM Support/Project Administration	16	4						20	\$4,080	\$82	\$4,162				\$4,162
Option No. 2 Total	52	6	28		708	8	8	810	\$125,668	\$2,513	\$128,181	85	724	\$29,214	\$157,175
Option No. 3 Phase 3 CM Services															
3.1 Kick off Meeting	8		4					12	\$2,256	\$45	\$2,301		12	\$132	\$2,301
3.2 Onsite Construction Management			242					242	\$40,172	\$803	\$40,975		242	\$2,662	\$43,637
3.3 Review As-Built Drawings	4					8		12	\$1,900	\$38	\$1,938				\$1,938
3.4 Prepare Draft CM Report	16		16				4	36	\$6,144	\$123	\$6,267				\$6,267
3.5 Finalize CM Report	8	2					4	14	\$2,344	\$47	\$2,391				\$2,391
3.6 CM Support/Project Administration	24	4						28	\$5,672	\$113	\$5,785				\$5,785
Option No. 3 Total	60	6	262			8	8	344	\$58,488	\$1,169	\$59,657		254	\$2,794	\$62,319
Total Hours Option 1	52	6	72	708		8	8	1,988				170	1,746		
Total Fee	10,348	1,344	11,952	78,588		1,104	608		\$103,944	\$2,079	\$106,023	85	768	\$29,698	\$135,501
Total Hours Option 2	52	6	28		708	8	8								
Total Fee	10,348	1,344	4,648		107,616	1,104	608		\$125,668	\$2,513	\$128,181	85	724	\$29,214	\$157,175
Total Hours Option 3	60	6	262			8	8								
Total Fee	11,940	1,344	43,492			1,104	608		\$58,488	\$1,169	\$59,657		254	\$2,794	\$62,319
<p>The Phase 3 CM Services estimate assumes that the contractor will work 8 hours per day, five days per week, up to 17 weeks.</p>															<p>Contingency (Remaining Phase 2 & 3 Budget)</p>
															\$12,000

ATTACHMENT B1
SCHEDULE OF FEES



TETRA TECH BAS

SCHEDULE OF CHARGES

<u>HOURLY</u>		<u>HOURLY</u>	
<u>PERSONNEL</u>	<u>RATE</u>	<u>PERSONNEL</u>	<u>RATE</u>
Administrative Assistant (ADA)	\$92	Administrative Assistant	\$92
CADD Operator (CO)	\$82	CADD Operator	\$82
Chief Engineering Technician (CT)	\$133	Chief Engineering Technician	\$133
Chief of Survey Parties (CSP)	\$143	Chief of Survey Parties	\$143
Construction Engineering Technician (CET)	\$144	Construction Engineering Technician	\$144
Construction Manager (CM)	\$177	Construction Manager	\$177
Construction Supervisor (CS)	\$152	Construction Supervisor	\$152
Data (DP)/Word Processing Secretary (WPS)	\$82	Data/ Word Processing Secretary	\$82
Data Analyst (DA)	\$62	Data Analyst	\$62
Designer (DD)	\$127	Designer	\$127
Division Engineer (DE)	\$214	Division Engineer	\$214
Drafter (D)	\$103	Drafter	\$103
Engineer (E)	\$99	Engineer	\$99
Engineer I (E-I)	\$111	Engineer I	\$111
Engineer II (E-II)	\$121	Engineer II	\$121
Engineer III (E-III)	\$131	Engineer III	\$131
Engineer IV (E-IV)	\$141	Engineer IV	\$141
Engineer V (E-V)	\$151	Engineer V	\$151
Engineering Technician (ET)	\$45	Engineering Technician	\$45
Engineering Technician I (ET-I)	\$67	Engineering Technician I	\$67
Engineering Technician II (ET-II)	\$80	Engineering Technician II	\$80
Engineering Technician III (ET-III)	\$90	Engineering Technician III	\$90
Engineering Technician IV (ET-IV)	\$105	Engineering Technician IV	\$105
Engineering Technician V (ET-V)	\$117	Engineering Technician V	\$117
Environmental Engineer (EE)	\$90	Environmental Engineer	\$90
Environmental Engineer I (EE-I)	\$95	Environmental Engineer I	\$95
Environmental Specialist (ES)	\$103	Environmental Specialist	\$103
Environmental Specialist I (ES-I)	\$115	Environmental Specialist I	\$115
Environmental Specialist II (ES-II)	\$131	Environmental Specialist II	\$131
Environmental Specialist III (ES-III)	\$136	Environmental Specialist III	\$136
General Clerk (C)/Typist (Y)	\$69	General Clerk/ Typist	\$69
Landscape Architect (LA)	\$137	Landscape Architect	\$137
Office Services Clerk (OS)	\$76	Office Services Clerk	\$76
Principal (P)	\$252	Principal	\$252
Principal Expert (PX)	\$275	Principal Expert	\$275
Principal Administrator (PA)	\$204	Principal Administrator	\$204
Principal Engineer (PRE)	\$224	Principal Engineer	\$224
Principal Engineering Geologist (PEG)	\$224	Principal Engineering Geologist	\$224
Principal Solid Waste Planner (PSW)	\$224	Principal Solid Waste Planner	\$224
Project Accountant/Analyst (AA)	\$93	Project Accountant/ Analyst	\$93
Project Coordinator (PC)	\$117	Project Coordinator	\$117
Project Designer (PD)	\$151	Project Designer	\$151
Project Manager I (PM-I) / Engineer VI (E-VI)	\$166	Project Manager I/ Engineer VI	\$166
Project Manager II (PM-II)/ Engineer V-II (E-VII)	\$176	Project Manager II/ Engineer V-II	\$176
Project Manager III (PM-III)	\$186	Project Manager III	\$186
Regulatory Compliance Manager (RCM)	\$159	Regulatory Compliance Manager	\$159
Regulatory Compliance Specialist (RS)	\$123	Regulatory Compliance Specialist	\$123
Regulatory Compliance Specialist II (RS-II)	\$139	Regulatory Compliance Specialist II	\$139
Senior CADD Operator (SCO)	\$92	Senior CADD Operator	\$92
Senior Construction Manager (SCM)	\$199	Senior Construction Manager	\$199
Senior Designer (SDD)	\$138	Senior Designer	\$138
Senior Drafter (SD)	\$113	Senior Drafter	\$113
Senior Engineer (SRE)	\$196	Senior Engineer	\$196
Senior Environmental Scientist (SNS)	\$163	Senior Environmental Scientist	\$163
Senior Environmental Specialist (SES)	\$143	Senior Environmental Specialist	\$143
Senior Project Coordinator (SPC)	\$136	Senior Project Coordinator	\$136
Senior Project Designer (SPD)	\$167	Senior Project Designer	\$167
Senior Project Manager (SM)	\$201	Senior Project Manager	\$201
Senior Regulatory Compliance Specialist (SRS)	\$151	Senior Regulatory Compliance Specialist	\$151
Senior Technical Editor (STE)	\$113	Senior Technical Editor	\$113
2-Man Survey Party (SP-2M)	\$249	2-Man Survey Party	\$249
1-Man Survey Party with GPS (1M-GPS)	\$190	1-Man Survey Party with GPS	\$190