Board Contract Summary

BC 17-117

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	2016-17
D2.	Department Name	PW Flood Control
D3.	Contact Person	Jon Frye
D4.	Telephone	X3444

K1.	Contract Type *(check one)*: Personal Service Capital	
K2.	Brief Summary of Contract Description/Purpose	Engineering design work for LMC Flood Control Project Reaches 3 and 4
K3.	Department Project Number	SC8042
K4.	Original Contract Amount	$398,832.50 ($362,575 plus $36,257.50 contingency)
K5.	Contract Begin Date	August 23, 2016
K6.	Original Contract End Date	December 31, 2018
K7.	Amendment? (Yes or No)	Yes
K8.	- New Contract End Date	December 31, 2020
K9.	- Total Number of Amendments	1
K10.	- This Amendment Amount	$79,167 ($71,970 plus $7,197 additional contingency)
K11.	- Total Previous Amendment Amounts	N/A
K12.	- Revised Total Contract Amount	$477,999.50 total not to exceed amount

B1.	Intended Board Agenda Date	August 14, 2018
B2.	Number of Workers Displaced *(if any)*	N/A
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	
B6.	Boilerplate Contract Text Changed? *(If Yes, cite Paragraph)*	Added paragraphs B and F in Exhibit B

F1.	Fund Number	2610
F2.	Department Number	054
F3.	Line Item Account Number	8400
F4.	Project Number *(if applicable)*	SC8042
F5.	Program Number *(if applicable)*	3005
F6.	Org Unit Number *(if applicable)*	
F7.	Payment Terms	Net 30

V1.	Auditor-Controller Vendor Number	644374
V2.	Payee/Contractor Name	Bengal Engineering Inc.
V3.	Mailing Address	250 Big Sure Drive
V4.	City State (two-letter) Zip (include +4 if known)	Goleta, CA 93117
V5.	Telephone Number	(805) 563-0788
V6.	Vendor Contact Person	Tom Conti
V7.	Workers Comp Insurance Expiration Date	5/15/19
V8.	Liability Insurance Expiration Date	6/15/19
V9.	Professional License Number	
V10	Verified by (print name of county staff)	clopez

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: 7/11/18 Authorized Signature: Heidi Hess

Revised 1/13/2014

AMENDMENT NO. 1 TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH BENGAL ENGINEERING
(BC NO. 17-117)

Pursuant to Paragraph 25 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on August 23, 2016, as BC No.17-117, between the Santa Barbara County Flood Control and Water Conservation District (hereafter COUNTY), and **Bengal Engineering**, having its principal place of business at 250 Big Sur Drive, Goleta, California 93117 (hereafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

1. **Paragraph 4 of the Agreement is hereby amendment to read:**

   TERM, CONTRACTOR shall commence performance on **August 23, 2016** and end performance upon completion, but no later than **December 31, 2020** unless otherwise directed by COUNTY or unless earlier terminated.

2. **Exhibit A, Statement of Work is hereby amended to include:**

   Work as described in the attached Statement of Work from CONTRACTOR, attached as **EXHIBIT A1**, incorporated by this reference.

3. **Exhibit B, paragraph A and B is hereby amended to read:**

   A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **$434,545**.

   B. 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. The total amount of contingency fund is 10% of the agreement amount or **$43,454.50**.

In all other respects, the AGREEMENT remains unchanged and in full effect.

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

ATTEST:
Mona Miyasato
County Executive Officer
Ex Officio Clerk of Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

By: _____
Deputy Clerk

SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT:

By: _____
Das Williams, Chair, Board of Directors

Date: _____

RECOMMENDED FOR APPROVAL:
Santa Barbara County Flood Control & Water Conservation District

By: _____
Scott D. McGolpin
Public Works Director

CONTRACTOR:
Bengal Engineering

By: _____
Authorized Representative

Name: Tom Conti

Title: Project Manager

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:
Ray Aromatorio, ARM, AIC
Risk Manager

By: _____
Risk Management

ATTACHMENT B1

November 28, 2017

Attn: Matt Griffin, P.E.
Santa Barbara County Flood Control and Water Conservation District
13 East Victoria Street
Santa Barbara, CA 93101

SUBJECT: Lower Mission Creek Flood Control Project Reach 3 and 4
Request for Extra Services for 324 De La Vina Street

The County of Santa Barbara and Bengal Engineering entered into contract for engineering design services for the Lower Mission Creek Project in in August of 2016. The reach 3 and 4 project has progressed to the 95% submittal in October of 2017. Bengal Engineering has been requested to provide additional services to support construction bid documents for the contaminated site located at 220 West Gutierrez Street as well as quantifying ramifications for the reach 3 project being expedited for bidding this winter of 2018. The reach 4 project will move forward at a later date when real property acquisition easements have been completed.

Contaminated site at 220 West Gutierrez Street background:

Information provided from the US Army Corp of Engineers plans indicates there are possible contaminated soils at concentrations in excess of California Hazardous Waste Thresholds per Title 22 California Code of Regulations, Section 66261.24 et seq. (Title 22) along the southern bank of Mission Creek from Station 32 to 33. Bengal Engineering's sub consultant Padre Associates has prepared a Contaminated Materials Management Plan (CMMP) for the Project dated September 2017. From the CMMP it appears that there is potential to encounter tetrachloroethene or perchloroethylene (PCE) contaminated soil and/or groundwater at the 324 De La Vina Street property (within the project limits). The contaminated soil and groundwater is sourced from the down-gradient extension of the PCE groundwater plume emanating from a property located at 220 Gutierrez Street. Although source remedial efforts have been completed at the former location of the above ground storage tanks that leaked at 220 Gutierrez Street, the offsite extent of the groundwater contamination plume has not been addressed. The surface water samples collected at Mission Creek at the Project Site in 2012 indicated the presence of PCE migrating from the groundwater into the creek.

Bengal Engineering
250 Big Sur Drive
Goleta, CA 93117

Phone: (805) 563-0788

website: www.bengalengineering.com
email: md@bengalengineering.com

Scope of Services for contamination on 324 De La Vina Street

Padre did not identify any contaminated materials specifically within the soils above the groundwater table at the Property located at 324 De La Vina Street. However, the potential for heavy metals contamination, specifically lead, could be present in the fill materials used at this property. The fill materials were not assessed for the presence of metals. Groundwater is suspected to be at the level of the creek surface water or approximately 10 to 12 feet below street elevations. To assess the soils and groundwater at the former Caltrans Site at 324 De La Vina Street Padre proposed to complete a Phase II Environmental Site Assessment (ESA).

The purpose of the Phase II ESA activities is to assess the nature and extent of any soil or groundwater contamination at the areas of potential concern (fill materials and shallow groundwater) identified in Padre's research of the Project Site. Padre has identified the following tasks to be completed at the Project Site as part of the Phase II ESA activities:

- Prepare a Technical Work Plan and Health and Safety Plan (TWP/HASP);
- Perform research activities at the County, City, and State records for available information on previous assessment and Project Site uses.
- Perform utility locating activities to locate and map utilities at the Project Site, as well as to clear proposed drill hole locations;
- Advance approximately five direct push drill holes to facilitate collection of discrete-depth soil and groundwater samples for chemical analyses of chemicals of potential concern (COPCs) including volatile organic compounds (VOCs);
- Advance approximately five shallow hand auger drill holes to facilitate collection of discrete-depth soil samples in fill materials for chemical analyses of COPCs including metals, and pesticides; and
- Prepare a Phase II ESA report, which will document and summarize the findings of the proposed soil and groundwater assessment activities.

Presented below is the proposed scope of services for the 324 De La Vina Street property, an anticipated schedule, and the estimated costs. The details of Mission Creek Reach 3 support and the Phase II ESA are listed below in the scope of services.

Scope of extra services:

Task 1 – Project Administration:

Bengal Engineering will actively manage the effort coordinating with the team in planning and preparation for further contaminated site investigation and expediting of the reach 3 plans for construction bidding in winter of 2018 ahead of completion of the reach 4 plans north of Gutierrez Street.

Task 2 – Contaminated Sources Site Review
Bengal Engineering's sub consultant Padre will complete a file review of existing reports about identified contaminated materials at offsite sources, as well as engage the local and state regulators of contaminated properties to determine the status of remedial action efforts.

Task 3 – Construction Special Provisions Development
Padre will assist Bengal and SBCFCD in the development of plans and language to include with the construction bid package for management of the potential contaminated soils and groundwater that could be encountered during the course of the Project. This would include disposal options and estimated costs. Padre will develop provisions with industry and regulatory guidelines for managing the contaminated materials. Padre will also assist in viability

Task 4 – Phase II TWP/HASP
Padre will prepare a TWP/HASP for the planned Phase II ESA activities and will include a Project Site visit to determine access. The TWP/HASP will be forwarded to Bengal and SBCFCD for review and approval prior to finalizing the document. The TWP/HASP will be signed and certified by a Professional Geologist registered in the State of California.

The TWP will identify the proposed drill hole locations, vegetation removal if any is necessary include information on access requirements, and will contain a sampling and analyses plan. The TWP will be developed following standard Phase II ESA procedures and does not include additional procedure or protocols that may be required by undetermined regulatory agencies. The HASP will include procedures, equipment, and materials/supplies to be utilized to protect worker and community health and safety during the course of the planned assessment activities.

Task 5 – Project Site Research
Padre will perform research activities for documents from Santa Barbara County Environmental Health, City of Santa Barbara, California State Water Resource Control board, and the Department of Toxic Substance Control (DTSC) for available records on the Project Site.

Task 6 – Utility Locating Services
The Project Site boundary will be delineated with white paint, and Underground Service Alert will be contacted at least 48 hours prior to the commencement of field activities. Padre will contract a private utility locator to identify subsurface utilities at the Project Site, as well as to clear the proposed drill hole locations.

Task 7 – Field Assessment Activities

Drilling, Soil Sampling, and Drill Hole Abandonment.

Padre will observe and document the advancement of approximately 10 drill holes to assess the current soil and groundwater conditions at the Project Site. The 10 total drill holes will be advanced either manually with a hand auger kit or by a direct-push drilling rig. All direct-push drill holes will be cleared to depths of approximately 5 feet using a hand-auger. For the purposes of this proposal, it is anticipated that 5 drill holes will be advanced with a hand auger kit and 5 with a direct-push drilling rig.

Soil samples will be geologically logged by Padre using the Unified Soil Classification System (USCS), and will be screened for the presence of volatile organic compounds (VOCs) using a photoionization detector (PID). Soils retained for chemical analyses will be based on visual and/or PID evidence of potentially affected soils. It is anticipated that approximately two soil samples from each hand auger drill hole and three soil samples from each direct-push drill hole will be submitted for chemical analyses. Soil samples that are retained for chemical analyses will be sealed, labeled, and preserved on ice in the field. Chain-of-Custody (COC) forms will be used to document sample management procedures.

Groundwater samples are proposed to be collected using temporary well screens and casing or direct push groundwater sample tooling at depths no greater than 25 feet. Groundwater will be extracted and sampled using peristaltic pumps or bailers directly into laboratory provided bottle ware.

At the conclusion of groundwater and soil sampling activities, the drill holes advanced at the Project Site will be backfilled with bentonite chips to within 1-foot of grade, and then subsequently hydrated in-place. The remaining one-foot of these drill holes will be restored to match the adjacent ground surface.

Field sampling equipment will be cleaned before use, between sample locations, and after completion of fieldwork. Cleaning procedures consist of a non-phosphate detergent wash, two rinses with tap water, and a final de-ionized water rinse.

Assessment-Derived Waste Transportation and Disposal. Assessment-derived wastes will include limited soil cuttings and wash water. Padre will assist SBCFCD in the management and documentation of assessment-derived wastes. .

GPS Survey. Padre will document the drill hole locations using a sub-meter accuracy GPS unit during field assessment.

Soil Sample Analyses. Padre estimates that a total of 25 soil samples will be submitted for chemical analyses to a state certified laboratory on a standard turn-around-time (TAT). All soil samples submitted for chemical analyses will be analyzed for the presence of the following constituents:

- TPH by U.S. Environmental Protection Agency (U.S. EPA) method 8015 modified with carbon chain breakdown (C13-C22 and C23-C40); and
- TPH C4-C12, volatile organic compounds by U.S. EPA method 8260B.
- California-regulated metals by U.S. EPA 6000 and 7000 series methods.

Selected soil samples collected from the imported fill material (approximately 25%) will also be chemically analyzed for the presence of the following constituents:

- Chlorinate Pesticides by U.S. EPA method 8081;
- Polycyclic aromatic hydrocarbons (PAHs) by U.S. EPA method 8270; and
- Polychlorinated biphenyls (PCBs) by U.S. EPA method 8082;

Groundwater Sample Analyses. Padre estimates that a total of 5 groundwater samples will be submitted for chemical analyses to a state certified laboratory on a standard turn-around-time (TAT). Groundwater samples submitted for chemical analyses will be analyzed for the presence of the following constituents:

- TPH by U.S. Environmental Protection Agency (U.S. EPA) method 8015 modified with carbon chain breakdown (C13-C22 and C23-C40); and
- TPH C4-C12 and full-list volatile organic compounds by U.S. EPA method 8260B.

Task 8 - Phase II ESA Report

Padre will prepare Phase II ESA report to document the subject scope of work. The report will be prepared in draft form and submitted to SBCFCD and Bengal for review and comment. Following the receipt of comments, copies of the final report will be submitted to SBCFCD. The report will be signed and certified by a Professional Geologist registered in the State of California.

Task 9 – Reach 4 Final PSE Update
Sequencing of project construction and challenges associated with right of way/real property acquisitions the reach 3 project is being prioritized before finalizing reach 4. At the onset of the project both reaches were assumed to be wrapped up in parallel. Because this is no longer the case effort for updating and managing the project will be effected in both the timeline and workflow. Task 6 will account for the split in effort and will be activated when reach 4 property acquisitions are better understood and closer to finalizing to ensure the final plans reflect the final negotiations for use of real property within the reach 4 limits.

In order to accommodate additional services described above, we are requesting you to allocate an additional budget of $71,970 for the project. We propose to work on a Time-and-Material basis.

Bengal Engineering strives to provide excellent client service to County.

Sincerely,

Md. Wahiduzzaman

Md Wahiduzzaman
CEO Bengal Engineering, Inc.

Bengal Engineering
250 Big Sur Drive
Goleta, CA 93117

website: www.bengalengineering.com
email: md@bengalengineering.com

Assumptions and limitations

- Schedule: Proposed scope of services will be completed within six weeks of authorization to proceed.
- Access to the project area for field assessment will be provided and is readily accessible by a truck mounted drill rig.
- The TWP will be developed under typical Santa Barbara County and State Water Board assessment practices and may not meet DTSC assessment requirements and will result in a change in scope if DTSC is involved.
- Assumes prevailing wage rates.
- Field assessment for soil and groundwater will require only 1 working day.
- No encroachment permits or traffic control is included.
- Field assessment derived wastes will be stored at the Project Site in labeled containers pending waste disposal.
- Laboratory analytical results would be provided on a standard turn-around time of 10 business days. Results can be provided faster at rush markup rates up to 200%.

BENGAL ENGINEERING TEAM: Task Summary, Resource Estimate 11/28/2017
LMCFCP Reach 3 and 4: Additional Services

		Bengal Engineering								
		PROJECT MANAGER $150/HR	CIVIL ENGINEER $150/HR	GEOTECHNICAL ENGINEER $150/HR	TECHNICIAN $85/HR	ADMIN / CLERICAL $55/HR	TOTAL LABOR HOURS	BENGAL ENGINEERING FEE	PADRE ASSOCIATES FEE	TOTAL FEE
Task	ITEM DESCRIPTION	HRS	HRS	HRS	HRS	HRS	HRS	$	$	$
1	**Project Administration**									
	Project Management	18	32			16	66			
	Task Sub total 1	18	32	0	0	16	66	$ 8,380		$ 8,380
2	**Contaminated Sources Site Review**									
		2	6				8			
	Task Sub total 2	2	6	0	0	0	8	$ 1,200	$ 3,720	$ 4,920
3	**Construction Project Special Provisions**									
		4	8			4	16			
	Task Sub total 3	4	8	0	0	4	16	$ 450	$ 3,492	$ 3,942
4	**Phase II TWP / HASP**									
		4	6			4	14			
	Task Sub total 4	4	6	0	0	4	14	$ 1,720	$ 3,720	$ 5,440
5	**Project Site Research**									
		2	4			2	8			
	Task Sub total 5	2	4	0	0	2	8	$ 1,010	$ 1,200	$ 2,210
6	**Utility Locating Services**									
		1	2				3			
	Task Sub total 6	1	2	0	0	0	3	$ 450	$ 1,200	$ 1,650
7	**Field Assessment Activities**									
		4	8				12			
	Task Sub total 7	4	8	0	0	0	12	$ 1,800	$ 17,808	$ 19,608
8	**Phase II ESA Reporting**									
		6	12			4	22			
	Task Sub total 7	6	12	0	0	4	22	$ 2,920	$ 5,040	$ 7,960
9	**Final PSE - Reach 4 PSE Update**									
	Final Plan update	12	28	4	42	6	92			
	Final Specifications update	8	18	2	8		36			
	Final Engineer's Estimate	4	8		8		20			
	Task Sub total 8	24	54	6	58	6	148	$ 17,860		$ 17,860
	Total per-group	**65**	**132**	**6**	**58**	**36**	**297**	**$ 35,790**	**$ 36,180**	**$ 71,970**