

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

Travis Spier at phone number 805-681-5626 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: Travis Spier, Operations Manager
County of Santa Barbara, Public Works Department
Resource Recovery & Waste Management Division
4430 Calle Real, Santa Barbara, CA 93110
Phone: (805) 681-5626

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 April 6, 2022 and end performance upon completion, but no later than June 30, 2024 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: *Sheila Diabona*
Deputy Clerk

By: *Joan Hartmann*
Joan Hartmann, Chair
Board of Supervisors

Date: 4-5-22

RECOMMENDED FOR APPROVAL:
PUBLIC WORKS DEPARTMENT

CONTRACTOR:
SWT ENGINEERING, INC.

By: *Scott McGolpin*
Scott McGolpin, Director
Department Head

By: *[Signature]*
Authorized Representative

Name: Michael A. Cullinane
Title: Principal

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

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

By: *Johannah Hartley*
C156A3F683F7454
Johannah Hartley
Deputy County Counsel

By: *[Signature]*
A99ED5BD71D04FB...
Deputy

APPROVED AS TO FORM:
Risk Management

By: *Greg Milligan*
53A87AB798B4AD7...
Risk Management

EXHIBIT A
STATEMENT OF WORK

CONTRACTOR agrees to provide COUNTY engineering services as identified in the attached proposal dated January 24, 2022 (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.

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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 \$ **360,313**.
- 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)

INDEMNIFICATION

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, costs, expenses (including but not limited to attorneys' fees), 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, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

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, his 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is 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 provide 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** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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.



January 24, 2022

PN 21-1926

Mr. Travis Spier
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 Mr. Spier:

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 design services for the Phase IIIF Liner System Design and miscellaneous consulting services for various items at the Tajiguas Sanitary Landfill (TSL) including optional construction management 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 below items:

- ◆ Phase IIIF Engineering Design Services – construction drawings, Construction Quality Assurance (CQA) Plan Update, Technical Specifications, Bid Schedule, and Engineer's Estimate;
- ◆ Access Road Extension and Turn Around Pad; and,
- ◆ Project Administration for Phase IIIF and Access Road/Turn Around Pad.

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 CONSTRUCTION DOCUMENTS FOR THE PHASE IIIF 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 IIIF Liner System Construction Project. 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; and,
- ◆ Bid schedule and Engineer's Cost Opinion.

Task 1.1 Phase IIIF 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;
- ◆ Liner Subgrade Grading/Subdrain Plans;
- ◆ Liner and LCRS Collection System Plan;
- ◆ Interim Storm Water Control, if needed;
- ◆ Veneer Borrow Area;
- ◆ Liner System Details; and,
- ◆ Cross Sections.

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

Drawing Format

Plan sheets will consist of a subgrade plan for the veneer material for the 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 existing liner system (Phase IIID). Detail sheets will also be provided, and will include cross sections, enlarged and cross-referenced, on the plan sheets. 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 IIIF liner designs.

Plan Review

SWT will develop the 60-percent complete conceptual 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 60- and 90-percent complete design stage.

Deliverables

- ◆ PDF copy of 60- and 90-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 1.2 CQA Plan (Update)

A liner CQA Plan will be updated for Phase IIIF. The previous Phase IIIC and IIID CQA Plans will be used as the basis for Phase IIIF 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; and,
- ◆ 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.

Task 1.3 Phase IIIF Liner System Technical Specifications

Technical or Special Provisions of the Specifications for TSL Phase IIIF Liner System 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 IIIF Liner System 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 Liner 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 2.0 PHASE IIIF LINER DESIGN REPORT

Task 2.1 Prepare Phase IIIF Liner Design Calculations

SWT will prepare design calculations to support the configuration of the refuse disposal area containment system. These calculations include the following:

- ◆ Cushion geotextile calculations;
- ◆ Anchor trench pull out vs tearing calculation;
- ◆ Leachate conveyance capacity calculations to demonstrate that the specified drainage layer satisfies minimum performance standard;
- ◆ Leachate piping strength and conveyance capacity calculations to demonstrate that the leachate collection and transfer pipes are properly sized;
- ◆ Earthwork calculations; and,
- ◆ Slope stability analysis for the proposed liner designs (existing report).

Deliverables

- ◆ The design calculations will be submitted to RR&WMD at the 90-percent submittal and included in the Design Report Package discussed in Task 2.2 below.

Task 2.2 Prepare Phase IIIF Liner Design Report Package

SWT will prepare a Design Report Package (DRP). The DRP will include the Phase IIIF design plans, Technical Specifications and a CQA Plan for the proposed construction area incorporating, or referencing the following information:

- ◆ Design rationale;
- ◆ Design criteria;
- ◆ Design calculations;
- ◆ Construction drawings;
- ◆ Construction specifications;
- ◆ Construction Quality Assurance Plan (existing plan, updated);
- ◆ Stability analysis and geotechnical information (existing report); and,
- ◆ Interim refuse grades and phase capacity for drainage.

The final DRP will be transmitted to RR&WMD for submittal to the RWQCB.

Deliverables

- ◆ PDF copy of the draft DRP;
- ◆ PDF copy of the final DRP incorporating RR&WMD comments (for RR&WMD, RWQCB and LEA); and,

- ◆ One digital copy of the final DRP in Word for Windows and PDF format. .

TASK 3.0 PHASE IIIF BID SUPPORT

For the Phase IIIF Liner project, 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 4.0 PHASE IIIF ENGINEERING SUPPORT SERVICES

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 IIIF Liner System Construction Project.

- ◆ Attend weekly construction meetings (via teleconference and every other week 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 final job-walks and assist the CM with the preparation of a punch list.
- ◆ Review CQA firm's preparation of a final construction report.
- ◆ Technical review of the Contractor's record drawings developed during construction.

TASK 5.0 ACCESS ROAD EXTENSION AND TURN AROUND PAD

SWT understands the scope of work for Access Road Extension and Turn Around Pad and has been involved in multiple other access road projects for the Tajiguas Landfill and other clients, not to mention the Utility and Roadway Realignment design and engineering support at the TSL. 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 County/Landfill Operations Personnel. SWT will design the access road in a way to

not impede the current daily operations of the landfill or the concurrent TRRP operation near the area. SWT continues to provide County Operations with refuse fill sequencing support and, as SWT anticipated, this access road will require minimal excavation. Therefore, SWT worked 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 via a pipe crossing. This will be done to minimize the potential for waste excavation. SWT understands that this road paving will be for wet weather access to the wet weather turn around pad, which will be constructed as part of this project for the next few years.

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 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 four to six sheets will be necessary to present the TSL Phase II 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 digital copies of the construction drawings to RR&WMD for review and comment at the 90-percent complete design stage. Followed by a Final Bid package for construction.

Deliverables

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

TASK 6.0 PROJECT ADMINISTRATION/COORDINATION AND MEETINGS

SWT will provide project administration services including project schedule development, tracking and updating, budget tracking, invoicing, and activity reporting, as requested. The SWT Project Manager will also coordinate activities with RR&WMD and the regulatory agencies, if requested. This task also includes budget for meetings in addition to those conducted as part of Task 4 for the engineering support services.

Deliverables

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

TASK 7.0 SB 1383 – STATUS IMPACT REPORT

SWT will prepare the Status Impacts Report (SIR) for the TSL in accordance with California Code of Regulations 27 (27 CCR), Section 21695, resulting from the implementation of the organic disposal reduction requirements of Public Resources Code Section 42652.5. The

SIR will be stamped/signed by a California licensed civil engineer or licensed engineering geologist.

Task 7.1: Documentation/Data Review and Information Request

The objective of this task is to identify any items/information that may be needed to prepare the SIR. SWT will review existing available documentation and may request information/documentation/data from RR&WMD staff to prepare the report.

Task 7.2: Preparation of SIR

As indicated above, SWT will prepare the SIR for the TSL in accordance with 27 CCR, Section 21695. As an initial step, SWT will prepare a document outline with a brief description of content/information. A draft copy of the outline will be submitted to RR&WMD for review and feedback; a final version will be submitted prior to commencing work on the actual report.

The SIR will describe the potential impacts to the landfill, including the expected timing of the impacts. The analysis shall include, but not be limited to, changes to the following:

1. Site Development.
2. Waste types/volumes.
3. Daily and intermediate cover and beneficial use:
 - a. For intermediate cover the analysis shall also include:
 - i. A description and/or map of the area(s) that have or will have intermediate cover.
 - ii. The length of time that the intermediate cover has been used and expected time that it will be used for each defined area.
 - iii. A description of how the intermediate cover will be maintained to continue to meet the control criteria of 27 CCR, Section 20700(a).
 - iv. Information on all instantaneous surface readings for methane of 500 ppmv or greater area(s) of intermediate cover that has or will be in place for more than 12 months.
 1. This information will be reflected in the most recent Annual Report filed pursuant to 17 CCR, Section 95470(b)(3).
 2. The location of each such exceedance for Instantaneous Surface Monitoring shall be identified consistent with the monitoring requirements of 17 CCR, Section 95469(a)(1)(A).
 3. Volumetric Capacity based on the disposal site experiencing a reduction of organic waste disposal of 50 percent by 2020 and 75 percent by 2025.

7. Operation and closure design (individual cells and overall site geometry).
8. Final Grading Plan.
9. Site Life estimate.
10. Ancillary facilities.
11. Cost estimates for Closure and Post-Closure.
12. Financial assurance mechanisms for Closure, Post-Closure, and Non-Water Release Corrective Action requirements.

An initial (first) Draft SIR will be prepared for the TSL and provided electronically to RR&WMD staff for internal review. SWT will incorporate RR&WMD edits/feedback and finalize the report. The final SIR will be electronically submitted to RR&WMD for submittal to CalRecycle. SWT will assist in preparation of a transmittal letter for RR&WMD.

Final SIR (amended): As identified in 27 CCR, Section 21695, within 30 days of receipt of the SIR, CalRecycle will make a determination of completeness of the SIR. If deemed incomplete, CalRecycle will provide in writing the reasons for determination. The Operator has 30 days from CalRecycle's notification to address comments/provide a revised SIR.

If budget is remaining in this task order and based on the extent/nature of comments from CalRecycle, SWT will revise the final SIR to address CalRecycle comments. SWT will provide a draft amended SIR report to RR&WMD for internal review and incorporate RR&WMD edits/feedback and finalize the amended report. In addition, SWT will prepare a Response to Comments attachment to provide explanations to comments, as needed. The amended SIR and Response to Comments attachment will be electronically submitted to RR&WMD for submittal to CalRecycle. SWT will assist RR&WMD in preparation of a transmittal letter for the amended SIR, if needed. If budget in this task order has been exhausted, SWT will prepare an amendment to the task order to work on responding to comments and revising the reports, as needed.

Task 7.3: Project Management/Meetings/Coordination

The SWT Project Manager will coordinate with RR&WMD staff task scheduling, document scope changes, and coordinate SWT project staff within the bounds of the scope as directed by RR&WMD. SWT has budgeted time for meetings with RR&WMD during the course of the project, as shown below:

- Three (3) meetings with staff; assuming approximately two (2) hours for each meeting. The first meeting will be in-person to collect information. The second and third meetings will be virtual to present the draft SIR findings and final SIR findings to RR&WMD.

ESTIMATED SCHEDULE

Deliverables

Outline: SWT to provide a draft outline for the SIR to RR&WMD for internal review, by approximately March 2022.

SWT to provide a final outline for the SIR to RR&WMD by approximately April 2022.

First Draft SIR: SWT to provide first draft SIR for TSL to RR&WMD for internal review, by approximately October 2022.

Final SIR: SWT to provide final SIR for TSL to RR&WMD for submittal to CalRecycle, by approximately early December 2022.

*Note: Per 27 CCR, Section 21695, SIRs are due to CalRecycle by January 1, 2023.

As a result of the SIR submittal and based on CalRecycle's findings to the LEA, the JTD may need to be amended, if CalRecycle indicates an amendment is needed. If this is the case, SWT will coordinate with RR&WMD to amend the JTD, as needed, and provide a separate scope of work and fee schedule for this work, as needed.

TASK 8.0 GENERAL ENGINEERING/OPERATION SUPPORT

Services may include:

- ◆ Design hydraulic structures, including detention basins, erosion control systems, surface drains, down drains, pumping systems, and other structures.
- ◆ Provide miscellaneous solid waste and landfill related consulting services.
- ◆ Prepare landfill grading, drainage, and erosion control plans.
- ◆ Provide or review design services for stockpiles, drainage facilities, and other structures.
- ◆ Prepare fill-sequencing plans.
- ◆ Potential fire mitigation/repair items support.
- ◆ Prepare or review solid waste facility permits (SWFP).
- ◆ Prepare, update and/or review joint technical documents (JTD).
- ◆ Prepare and/or review waste discharge requirements (WDR).
- ◆ Landfill gas engineering support.
- ◆ Prepare, update and/or review closure/post-closure maintenance plans.

FEE ESTIMATE

Task 1.0	Construction Documents for the Phase IIIF Liner System Design.....	\$37,522
Task 2.0	Phase IIIF Liner Design Report.....	\$12,843
Task 3.0	Phase IIIF Liner System Bid Support	\$9,937
Task 4.0	Phase IIIF Engineering Support Services	\$34,944
	SUBTOTAL	\$95,246
Task 5.0	Access Road Extension and Turn Around Pad.....	\$29,064
Task 6.0	Project Administration/Coordination and Meetings	\$19,110
Task 7.0	SB 1383 – Status Impact Report	\$28,485
Task 8.0	General Engineering/Operation Support	\$188,408
	TOTAL FEE ESTIMATE.....	\$360,313

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

January 24, 2022

Page 10

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. The overall budget will not be exceeded without prior approval from the RR&WMD. SWT will bill reimbursable charges (i.e., reproduction, computer, phone, courier charges, and miscellaneous in-house expenses) at 5 percent of total labor charges. Other reimbursable charges (i.e., airfare, hotels, and other outside expenses) will be invoiced as indicated on our fee schedule.

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

Sincerely,



Michael A. Cullinane, P.E.
Principal

Attachment
Fee Schedule 2022

FEE SCHEDULE-2022

<u>Staff Classification</u>	<u>Hourly Rate</u>
Clerk.....	\$68
Technician.....	\$80
CADD Operator	\$104
Planner I.....	\$104
Administrative Assistant	\$104
Engineering Technician.....	\$104
Planner II.....	\$122
Engineer I.....	\$130
Project Coordinator	\$138
Engineer II/Designer	\$154
Engineer III/Scientist	\$175
Construction Manager (CM)	\$175
Senior Planner.....	\$175
Project Engineer/Senior Scientist.....	\$190
Project Manager.....	\$216
Principal Planner.....	\$258
Principal Engineer/Sr. CM	\$258
Principal	\$270

Overtime premium, if appropriate, will be invoiced at 50 percent 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 (as approved by the client).

Other reimbursable charges are invoiced as follows:

Mileage	Federal Rate
Vehicle	\$6/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)	\$500/credit

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

Fee Schedule effective through December 31, 2022

**FEE ESTIMATE - PN 21-1926
ENGINEERING SERVICES
TAJIGUAS SANITARY LANDFILL**

	Principal	Principal Planner	Project Manager	Project Engineer	Engineer II	Planner II	Administrative Assistant	TOTAL LABOR	5% Expenses*	FEE ESTIMATE
Hourly Rate\\$/	\$270.00	\$258.00	\$216.00	\$190.00	\$130.00	\$128.77	\$104.00			
1.0 CONSTRUCTION DOCUMENTS FOR THE PHASE IIIF LINER DESIGN										
1.1 Liner Construction Drawings	8		32		60	32	8	\$21,825	\$1,091	\$22,916
1.2 Update CQA Plan	4		16		8			\$5,576	\$279	\$5,855
1.3 Technical Specifications/Engineer's Estimate	4		24		8	8		\$8,334	\$417	\$8,751
2.0 PHASE IIIF LINER DESIGN REPORT										
2.1 Liner Design Calculations	2		8		16			\$4,348	\$217	\$4,565
2.2 Liner Design Report	2		8		40		4	\$7,884	\$394	\$8,278
3.0 BID SUPPORT	12		24		8			\$9,464	\$473	\$9,937
4.0 ENGINEERING SUPPORT SERVICES	40		80		40			\$33,280	\$1,664	\$34,944
									SUBTOTAL	\$95,246
5.0 PHASE II ACCESS ROAD EXTENSION AND TURN AROUND PAD	16		60		80			\$27,680	\$1,384	\$29,064
6.0 PROJECT ADMINISTRATION/COORDINATION AND MEETINGS	20		40				40	\$18,200	\$910	\$19,110
7.0 SB 1383 - Status Impact Report	24	45			20	50		\$27,129	\$1,356	\$28,485
8.0 General Engineering/Operations Support	176	40	220	100	260	120	56	\$179,436	\$8,972	\$188,408
TOTAL HOURS	308	85	512	100	540	210	108			
ESTIMATED FEE	\$83,160	\$21,950	\$110,592	\$19,000	\$70,200	\$27,042	\$11,232	\$343,156	\$17,158	\$360,313
									TOTAL FEE ESTIMATE	\$360,313

Notes:

Estimate is for budget purposes only and work will be invoiced based on the actual staff performing the work using the current rate schedule.

*Reimbursable charges (reproduction, courier charges, miscellaneous in-house expenses) will be billed at 5% of labor not requiring a specific breakdown.

*Other reimbursable expenses will be invoiced per our current rate schedule in effect.

Board Contract Summary

BC _____ - _____

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	21/22, 22/23, 23/24
D2.	Department Name	Public Works RRWMD
D3.	Contact Person	Travis Spier
D4.	Telephone	805-681-5626

K1.	Contract Type (check one): <input type="checkbox"/> Personal Service <input checked="" type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Provide Engineering Services
K3.	Department Project Number	054
K4.	Original Contract Amount	\$ 360,313
K5.	Contract Begin Date	April 6, 2022
K6.	Original Contract End Date	June 30, 2024
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$ 360,313

B1.	Intended Board Agenda Date	April 5, 2022
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
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)	No

F1.	Fund Number	1930
F2.	Department Number	054
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	828395, 828396
F5.	Program Number (if applicable)	1750
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Monthly

V1.	Auditor-Controller Vendor Number	007175
V2.	Payee/Contractor Name	SWT Engineering
V3.	Mailing Address	800-C South Rochester Avenue
V4.	City State (two-letter) Zip (include +4 if known)	Ontario, CA 91761
V5.	Telephone Number	909-390-1328
V6.	Vendor Contact Person	Michael Cullinane
V7.	Workers Comp Insurance Expiration Date	
V8.	Liability Insurance Expiration Date	
V9.	Professional License Number	
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: 02/24/2022 Authorized Signature: 