

ATTACHMENT 1

**Amendment No. 1 to Agreement for Services of Independent Contractor
Between County of Santa Barbara and SWT Engineering, Inc. (BC-16-084)**

Board Contract Summary

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 | 2015/16 and 2016/17 |
| D2. | Department Name | Public Works |
| D3. | Contact Person | Imelda Cragin |
| D4. | Telephone | (805) 882-3613 |

| | | |
|------|--|---|
| K1. | Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital | |
| K2. | Brief Summary of Contract Description/Purpose | Provide engineering design services for the Phase 2 Partial Final Closure Construction Project at the Tajiguas Landfill |
| K3. | Department Project Number | 129913 |
| K4. | Original Contract Amount | \$ 206,845.00 |
| K5. | Contract Begin Date | 7/7/15 |
| K6. | Original Contract End Date | 12/31/16 |
| K7. | Amendment? (Yes or No) | Yes |
| K8. | - New Contract End Date | NA |
| K9. | - Total Number of Amendments | 1 |
| K10. | - This Amendment Amount | \$ 41,242.00 + (\$20,000.00 contingency) |
| K11. | - Total Previous Amendment Amounts | \$ NA |
| K12. | - Revised Total Contract Amount | \$ 268,087.00 |

| | | |
|-----|---|-------------------|
| B1. | Intended Board Agenda Date | November 17, 2015 |
| B2. | Number of Workers Displaced (if any) | 0 |
| B3. | Number of Competitive Bids (if any) | NA |
| B4. | Lowest Bid Amount (if bid) | NA |
| B5. | If Board waived bids, show Agenda Date | NA |
| | and Agenda Item Number | NA |
| 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) | 129913 |
| 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, Inc. |
| 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 | 8/23/2016 |
| V8. | Liability Insurance Expiration Date | 8/23/2016 |
| 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: 10/12/15 Authorized Signature: [Signature]

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND SWT ENGINEERING, INC. (BC-16-084)**

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 an between the County of Santa Barbara (hereinafter referred to as "COUNTY"), and SWT Engineering, Inc. (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement, Contract BC-16-084 on July 7, 2015; and

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

WHEREAS, Section 28, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the Agreement may be altered, amended or modified by an instrument in writing by the COUNTY and CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the text of **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 **EXHIBIT A, STATEMENT OF WORK**, shall be deleted in its entirety and replaced by the following:

"CONTRACTOR shall provide engineering design services as set forth in the SWT Engineering, Inc. "Proposal for Engineering Design Services for Phase 2 Partial Final Closure Construction Project at the Tajiguas Sanitary Landfill" dated May 7, 2015 (Revised: May 29, 2015). The detailed scope of work is stipulated in **Attachment A-1** and is incorporated by reference.

The addendum to the scope of work is set forth in the SWT Engineering, Inc. "Amendment No 1. For the Tajiguas Landfill Phase 2 Partial Final Closure Including the Phase 3 Area". The detailed scope of work for this addendum is stipulated in **Attachment A-2** and is incorporated by reference.

Michael Cullinane, Richard Genzel, Jeremy Botica, John Boucher, Lori Olin shall be the primary individual(s) personally responsible for managing the engineering design services as specified in **Attachment A-1** and **Attachment A-2**. CONTRACTOR may not substitute other persons without prior written approval of CONTRACTOR's Designated Representative."
2. The text of **EXHIBIT B, PAYMENT ARRANGEMENTS**, Periodic Compensation (with attached Schedule of Fees), Sections A, B, C, and D shall be deleted and replaced by the following:
 - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$248,087.00.
 - 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 B-1 (Schedule of Fees)**. The total amount of this contingency fund is \$20,000.00.

- C. 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 must contain sufficient enough detail to enable an audit of the charges and provide supporting documentation is so specified in EXHIBIT A.
 - D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and with the cost basis of Attachment B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
 - E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy."
3. Except as set forth in Sections 1 and 2 hereof, this Amendment No. 1 shall not modify of change any of the provision 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 **SWT Engineering, Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

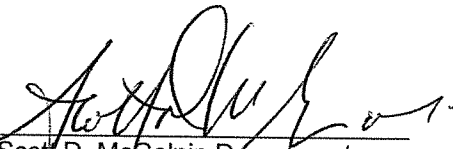
Date: _____

RECOMMENDED FOR APPROVAL:

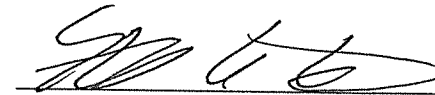
Santa Barbara County Public Works
Department

CONTRACTOR:

SWT Engineering, Inc.

By: 

Scott D. McGolpin Department
Head, Public Works Director

By: 

Authorized Representative

Name: Michael A. Cullinane, P.E.

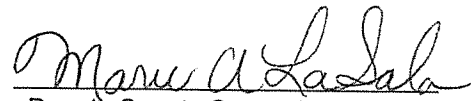
Title: Principal

APPROVED AS TO FORM:

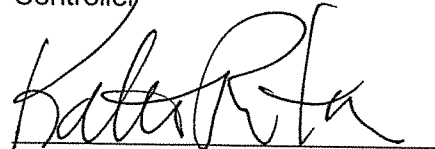
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 

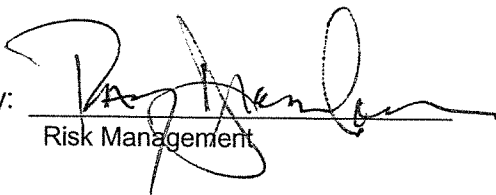
Deputy County Counsel

By: 

Deputy

APPROVED AS TO FORM:

Risk Management

By: 

Risk Management

ATTACHMENT A-2

**Addendum (Dated September 23, 2015) to
Scope of Work Dated May 7, 2015 (Revised May 29, 2015)**



September 23, 2015

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

RE: AMENDMENT NO. 1 FOR THE TAJIGUAS LANDFILL PHASE 2 PARTIAL FINAL CLOSURE INCLUDING THE PHASE 3 AREA

Dear Ms. Cragin:

As requested by the County of Santa Barbara, Public Works Department, Resource Recovery and Waste Management Division (RRWMD), SWT Engineering (SWT) has prepared the following scope of work to provide the following additional services for the Phase 2 Partial Final Closure Construction Project at the Tajiguas Landfill.

BACKGROUND

RRWMD is requesting that SWT Engineering, Inc. prepare a proposal for an Contract Addendum to the existing Engineering Design Services Contract with SWT Engineering, Inc. for the Tajiguas Sanitary Landfill Phase 2 Partial Closure approved on July 7, 2015 by the Santa Barbara County Board of Supervisors to include the Phase 3 Closure Area as described in the 2015 Tajiguas Landfill Phase 2 and Phase 3 Closure Area PFCMP and PCPCMP for Phase 4 Area. The Phase 2 area will also be divided into areas 2A and 2B. The scope will now include bid alternatives for the RRWMD selection of closing limits in this construction

The RRWMD has revised the Tajiguas Landfill Phase 2 Partial Final Closure Project. RRWMD has decided to include in the construction documents the closure of the top deck area (Phase 3 Partial Final Closure) to the current closure project. The revised project will be called the Tajiguas Landfill Partial Final Closure Project which now includes the closure of the existing south-facing front faces and top deck of the Tajiguas Landfill (Phases 2A, 2B and 3) as one project.

In addition, RRWMD is planning to have two construction Bid Alternatives for interested contractors to bid on for this revised project:

- Alternative Bid # 1: Phase 2A + Phase 2B + Phase 3 as one construction project
- Alternative Bid # 2: Only Phase 2A as one construction project. Phase 2B and Phase 3 would be constructed at a later date.

The decision on which Bid Alternative would be selected will be based on available funding.

The Contract Addendum Engineering Design Services Scope of Work would include the following tasks for adding the Phase 3 and dividing the Phase 2 area into Phases 2A and 2B to the existing contract's Scope of Work:

- Project Management Services.
- Review of Existing Data
- Hydrology and Drainage Design
- Grading, Construction and Improvement Plans
- Basis of Design Reports (Includes Phase 3 Construction Drawings and Plans, Construction Technical Specifications, Quantity Estimates, Bid Schedule and Engineer's Cost Estimate)
- Coordination with Regulatory Agencies
- Construction Bid Document Preparation and Review Support
- Updated Project Schedule
- Addendum Engineering Design Services Fee Estimate

SCOPE OF WORK

TASK 1.0 PROJECT MANAGEMENT

SWT will provide project management and oversight services for the Phase 3 closure area design, quality control and quality assurance, budget tracking, invoicing. The SWT Project Manager will also coordinate activities of the staff, as well as interface with RRWMD staff, including RRWMD's landfill gas consultant (GCE) and Revegetation Consultant (Land IQ) and the regulatory agencies and Project Development Team (PDT) meetings at the TSL or the RRWMD's office in Santa Barbara throughout the project. Teleconference or video conferencing will be used as much as possible and meetings can be combined to cover more than one issue for budget and time savings purposes and are covered in the original contract scope and budget.

Task 1.0 Deliverables

- ◆ No new deliverables*.

TASK 2.0 REVIEW OF EXISTING DATA

As part of this task, SWT will conduct a review of available information to refresh our awareness (i.e., technical reports, studies, as-built construction drawings for various infrastructure, discussion with RRWMD staff, etc.). Potential sources of information include the following:

Partial Final Closure Plan

- ◆ Phase 3 Closure Area PFCPMP;
- ◆ Joint Technical Document (Santa Barbara County, 2015);

-
- ◆ Fill Sequencing Plan prepared by RRWMD staff.

Task 2.0 Deliverables

No new deliverables*.

TASK 3.0 HYDROLOGY AND DRAINAGE DESIGN

SWT has already performed hydrology and hydraulic analyses for the TSL. A proposed conditions Drainage Study Overview (SWT, 2014) was developed for the proposed final design conditions discussed in the PFCPCMP/PCPCMP (SWT, 2015). SWT recognizes three conditions for the hydrology and drainage design, which includes existing conditions, the TRRP operations, and the final closure design. SWT will keep these conditions in mind to make sure the design meets regulatory requirements. SWT will expand the updated hydrology and drainage study analysis to include the Phase 3 area.

Task 3.0 Deliverables

The deliverable for this task includes updates to cover the Phase 3 Partial Final Closure Construction Project Hydrology and Drainage Design Report, along with supporting calculations and documents.

TASK 4.0 GRADING, CONSTRUCTION, AND IMPROVEMENT PLANS

SWT will prepare an updated 90-, and 100-percent design submittals. The plans will include the Partial Final Closure Plan Phase 3 area.

The submittals will include drawings illustrating the layout and details of the work. The development of the Phase 3 construction level design plans and specifications will be consistent with regulatory requirements and permit design criteria for the TSL, as well as 27 CCR and Title 40 of the Code of Federal Regulations (40 CFR) requirements, and the landfill gas design from GCE. The Phase 3 construction-level plans will be included in the Phase 2 closure construction documents. As the Phase 3 area is a totally different cover system, additional details will have to be developed. These details will include LLHDP cover sections along with foundation soil and foundation cover soils, whereas the Phase 2 area was an evapotranspiration cover system made up of an earthen section. SWT will also develop the back-up calculations to support the linear low cover system such as geotextile cushion, thickness calculations, etc.

We will use the Phase 2 and 3 closure documents for the basis of this project.

The overall objectives for this task are similar to the original contract services which include the following:

- ◆ Minimize or eliminate impacts to operations or landfill traffic during construction;
- ◆ Maximize efficiency of closure design to reduce closure costs;
- ◆ Prepare construction drawings including plans, cross-sections, and details necessary to provide the construction contractor with sufficient information to construct Phase 3 Partial Final Closure;

- ◆ Work with GCE on minimizing impacts to the Landfill Gas-to-Energy (LFGTE) Facility and incorporate GCE's plans and specifications into the Phase 3 Partial Final Closure Construction Project specifications;
- ◆ Include, wherever possible, permanent BMPs to reduce TSS in storm water runoff on the Phase 3 Partial Final Closure Construction Project area to meet new National Pollutant Discharge Elimination System (NPDES) Permit Requirements. This will be detailed on the Erosion Control Plan for the closure area. An erosion Control Detail Sheet will also be included in the design;
- ◆ Outlying considerations based on time-sensitive issues (i.e., potential nesting birds).

The latest version of AutoCAD and associated engineering software will also be used to develop the final grading plans and estimates of the volumes of excavation and cover soil fill required for the Phase 3 area. Drainage structures will be developed and designed based on the hydrology and hydraulic calculations provided under Task 3.0. The grading plans will include survey control (the AutoCAD Civil 3D drawing grading surfaces will be the basis for the survey control for the contractor). The work will also include design of final cover, erosion control measures, permanent storm drain facilities, cross-sections, incorporating the landfill gas design from GCE.

Issues relating to construction phasing, including storm water control, will be considered in development of the grading plan and will also consider the most current topography and fill sequencing (as provided by the RRWMD), the overall soils handling plan, soil stockpile configurations, grading, and operational concerns for slope and drainage maintenance.

SWT will receive and respond to any comments on plans, specifications, and estimates after each phase of design from peer, constructability, and operational reviews by the RRWMD.

Task 4.0 Construction Drawing and Plans Deliverables

- ◆ 90-percent Construction Drawings and Plans which includes Phase 3.
- ◆ 100-percent Construction Drawings and Plans which includes Phase 3.

Electronic AutoCAD drawing files (to be provided in 2015 AutoCAD format)

Prepare Closure Construction Technical Specifications, and Bid Schedule for the Phase 3 Area

SWT will prepare the technical specifications and bid schedule to accompany the construction drawings for inclusion into the RRWMD standard bid documents. The technical specifications will be prepared in accordance with CalTrans Standard Specifications (2010 Edition) and will detail minimum requirements. An Appendix to the Technical Specifications will include the CQA Plan prepared by Geo-Logic Associates. The technical specifications will be submitted in a format acceptable for incorporation into the RRWMD's standard contract bid document to be distributed to contractors for bid purposes.

As discussed previously, the Phase 3 area is a different cover system, therefore, specific sections of the specifications will have to be developed. These will include:

- ◆ Foundation Layer, placement and preparation;
- ◆ Synthetic Material;
- ◆ Vegetative Layer and placement.

A Bid Schedule reflecting the Measurement and Payment method for each of the Phase 3 Bid Items as listed in the Project Specification Measurement and Payment sections will be prepared. The Bid Schedule will be submitted with the 90-percent specifications, and updated for the 100-percent submittal based on RRWMD comments.

Task 4.0 Technical Specifications and Bid Schedule Deliverables

The Phase 3 area technical specifications will be additional to the original scope of work for the Phase 2 area. Where applicable, we will layout the original scope items.

Engineering Cost Opinion

The Engineer's Cost Opinion will be expanded to include the Phase 3 area. The Engineer's Cost Opinion will take the Phase 2 area and divide it into two separate areas, Phase 2A and 2B, to meet the County's ROWD requirements. The specifications and bid schedule will be modified to address the bid alternatives requested by the ROWD to construct the project as Phase 2A, 2B, and 3 with alternatives for the County to execute part or all of the closure elements.

TASK 5.0 PREPARE BASIS OF DESIGN REPORTS

The BOD Reports will include the Phase 3 area closure. The narrative will describe the technical approach planned for the project, as well as design parameters to be used. The design parameters will include any major changes, if any, to the existing permit design development drawings.

Task 5.0 Deliverables

- ◆ No new deliverables*.

TASK 6.0 PROJECT SCHEDULE

SWT is committed to providing the RRWMD with uninterrupted service so that the Phase 3 Partial Final Closure Construction Project is completed in an expeditious manner with the existing Phase 2 Closure Design.

TASK 7.0 COORDINATION WITH REGULATORY AGENCIES

SWT will coordinate any regulatory agency issues associated with the Phase 3 areas as part of the original contract scope of work.

TASK 8.0 BID SUPPORT


SWT will provide bid support that will include the Phase 3 closure area. As discussed earlier, the Phase 3 area is a different cover system, therefore additional questions may arise during the bid support period.

FEE ESTIMATE

The estimated fee for this scope of services is \$41,242. A detailed breakdown is provided on the table below. 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 RRWMD. 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

* Include additional information associated with Phase 3.

**Engineering Design Services for the
Phase 2 Partial Final Closure Construction Project at Tajiguas Sanitary Landfill
AMENDMENT 1 - INCLUDE PHASE 3 AREA**

| | Principal | Principal Engineer | Project Manager | Engineer/Designer | Planner II | Engineer I | Engineering Technician | Project Coordinator | TOTAL LABOR | 5% Expenses* | ESTIMATED FEE |
|---|----------------|--------------------|-----------------|-------------------|--------------|----------------|------------------------|---------------------|-----------------|----------------|-----------------|
| Hourly Rate/\$ | 218.00 | 208.00 | 175.00 | 126.00 | 98.00 | 104.00 | 82.00 | 73.54 | 114.00 | | |
| Task 1.0 Project Management | 10 | | 10 | 10 | 8 | | | 4 | \$6,430 | \$322 | \$6,752 |
| Task 2.0 Review of Existing Data | 4 | | 4 | | | 4 | | | \$1,988 | \$99 | \$2,087 |
| Task 3.0 Hydrology and Drainage Design | | | 2 | 8 | | | | | \$1,358 | \$68 | \$1,426 |
| Task 4.0 Grading, Construction, and Improvement Plans | 8 | 10 | 40 | 50 | | 50 | 20 | 5 | \$24,534 | \$1,227 | \$25,761 |
| Task 5.0 Prepare Basis of Design Reports for Basin | 2 | | 4 | 2 | | 0 | | 4 | \$1,844 | \$92 | \$1,936 |
| Task 6.0 Coordination with Regulatory Agencies | | | | | | | | | \$0 | \$0 | \$0 |
| Task 8.0 Bid Support | 4 | 2 | 8 | | | 2 | | 2 | \$3,124 | \$156 | \$3,280 |
| Total Hours | 28 | 12 | 68 | 70 | 8 | 56 | 20 | 15 | | | |
| Estimated Fee | \$6,104 | \$2,496 | \$11,900 | \$8,820 | \$784 | \$5,824 | \$1,640 | \$1,710 | \$39,278 | \$1,964 | \$41,242 |

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

