

## **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 January 28, 2020 and end performance upon completion, but no later than June 30, 2020 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.

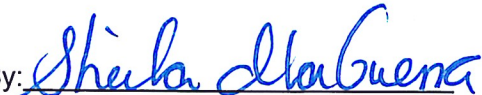
//  
//

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

By:   
Deputy Clerk


**COUNTY OF SANTA BARBARA:**

By:   
Gregg Hart, Chair  
Board of Supervisors

Date: 1-28-20

**RECOMMENDED FOR APPROVAL:**

Public Works Department

By:   
Scott D. McGolpin  
Director of Public Works

**CONTRACTOR:**

SWT Engineering, Inc.

By:   
Authorized Representative

Name: Michael A. Cullinane, P.E.

Title: Principal


**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel


**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
Deputy  
On Behalf of

**APPROVED AS TO FORM:**

Ray Aromatorio ARM, AIC  
Risk Manager

By: 

## EXHIBIT A

### STATEMENT OF WORK

CONTRACTOR agrees to provide COUNTY engineering services as identified in the attached proposal dated October 31, 2019 (**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.



October 31, 2019

PN: 19-1677

Mr. Travis Spier, P.E.  
County of Santa Barbara  
Public Works Department  
Resource Recovery Waste Management Division  
130 East Victoria Street, 1<sup>st</sup> Floor  
Santa Barbara, CA 93101

RE: PROPOSAL TO PROVIDE CONSULTING ENGINEERING SERVICES FOR THE 2020  
ACCESS ROAD EXTENSION AND SITE IMPROVEMENTS AT THE TAJIGUAS SANITARY  
LANDFILL, GOLETA, CA

Dear Mr. Spier:

SWT Engineering (SWT) is pleased to present this proposal and cost estimate to provide consulting engineering services to the County of Santa Barbara Public Works Department, Resources Recovery and Waste Management Division (RRWMD) for engineering services for the 2020 access road extension and site improvements at the Tajiguas Sanitary Landfill (TSL) as outlined in your email dated September 19, 2019.

With a vast wealth of current and previous knowledge of the TSL, SWT staff and Principals, Michael A. Cullinane, P.E., and staff, are uniquely qualified to respond quickly and promptly to any requirement of RRWMD that should arise. There is no learning curve for the site and goals of RRWMD for the Tajiguas Landfill. This knowledge and experience enable us to provide the most economical, professional services for RRWMD.

SWT has had the privilege of providing engineering services to RRWMD for the past eleven years with a total of twenty-plus years including our past professional association, we bring this history and knowledge to this project and look forward to the opportunity to continue being an extension of the County staff. Should there be any questions or if you require further clarification, please do not hesitate to contact me at (909) 390-1328 or via email at [mac@swteng.com](mailto:mac@swteng.com).

Sincerely,

Michael A. Cullinane, P.E.  
President

Attachment

Cost Proposal in Separate Envelope  
Rate Schedule





PROPOSAL TO PROVIDE CONSULTING ENGINEERING SERVICES FOR THE  
2020 ACCESS ROAD EXTENSION AND SITE IMPROVEMENTS

AT THE TAJIGUAS SANITARY LANDFILL, GOLETA, CA

SWT Engineering, Inc. (SWT) is pleased to present this proposal and cost estimate in response to the County's RFP for the above-indicated project.

GENERAL INFORMATION FOR FIRM

FIRM INFORMATION AND LOCATION OF PRINCIPAL OFFICE

SWT Engineering, Inc.  
800-C South Rochester Avenue  
Ontario, California 91761  
(V) 909-390-1328 - (F) 909-390-4868

SWT's Principals, Michael A. Cullinane, P.E. and Richard M. Genzel, P.E., can be reached at our office indicated above or via email at [mac@swteng.com](mailto:mac@swteng.com) or [rmg@swteng.com](mailto:rmg@swteng.com), respectively.

PRINCIPAL STAFF - INFORMATION-EXPERIENCE-REGISTRATIONS

MICHAEL A. CULLINANE, P.E., CPESC, CPSWQ

Registrations

Registered Civil Engineer, (CA, AZ, MT, HI, TX)

Registered Professional in Sediment and Erosion Control, 2004

Registered Professional in Storm Water Quality, 2005

Education

BS - Civil Engineering (California State Polytechnic University, Pomona, CA, 1984)

AS - Engineering Emphasis (Mount San Antonio College, Walnut, CA, 1981)

Mr. Cullinane has more than 30 years of experience managing the construction support, permitting, design, and development of municipal solid waste landfill expansions, closures, and civil improvement projects. His experience has included the construction of over 30 Subtitle D liner systems, along with performance of hydrology and hydraulic studies, design and construction of surface water drainage systems, and development of base and final grading plans and construction documents. Mr. Cullinane has made presentations to members of the Solid Waste Association of North America (SWANA) on issues raised by Subtitle D liner design regulations, and is a specialist in landfill development as a resource, while balancing the demands of operators, regulatory agencies, and owners.

*Mr. Cullinane has been the Principal Engineer on every liner project at the Tajiguas Landfill since the early 1990s.* The success of these projects is shown as SWT has continued to be contracted to provide these very important services. Liner expansion projects are one of the largest costs in operating and developing ongoing landfill air space. COSBPW has continued

---

to rely on Mr. Cullinane's vast experience within the industry and at the Tajiguas Landfill. Mr. Cullinane has also been the Project Manager for the Phase 2 and Phase 3 Closures; the Phase II closure construction has recently been completed and the Phase III closure construction project is anticipated to start fall 2019.

Mr. Cullinane has not only supported large capital projects for the past two decades at the Tajiguas Sanitary Landfill, he has also assisted COSBPW and Operations with regulatory support. SWT continues to support fill sequencing operations and ongoing storm water-related engineering needs.

RICHARD M. GENZEL, P.E., QSD\QSP

Registrations

Registered Civil Engineer (CA, AZ, NM, COL, NM, TX, OR, WA and WI)

Certified QSD\QSP (01236), 2011

Education

BS - Civil Engineering (California State Polytechnic University Pomona, California – 1978)

Mr. Genzel is a Registered Civil Engineer with more than 35 years of experience in municipal solid waste disposal facility design, public works, and civil engineering project infrastructure design. Mr. Genzel is the Principal Engineer for SWT Engineering for master planning, landfill liner development projects, closure design development, construction document preparation, and design of grading, drainage systems, access roads, and operational fill sequencing for solid waste disposal sites. He also provides Construction Management, Engineering Support, operations planning, and serves as project engineer for special projects.

Mr. Genzel, as one of the Principals of SWT, provides peer review for all capital improvement projects and designs prepared by SWT Engineering. He has detailed knowledge of all the liner capital improvement and closure projects at the Tajiguas Landfill. He is also in charge of all specifications written for these projects. *In particular, he developed the first set of construction specifications using the new Cal Trans 2010 document as the County's standard for specifications after it was approved and adopted by the Board of Supervisors.* Mr. Genzel brings a wealth of experience throughout the solid waste industry and specifically for the Tajiguas Landfill.

JEREMY A. BOTICA, P.E., M.S.

Registrations

Registered Civil Engineer (CA)

Education

BS - Civil Engineering (California State Polytechnic University Pomona, California – 2009)

MS – Masters of Science (California State University Fullerton, California – 2013)



Mr. Botica is a Project Manager with over ten years of experience in municipal solid waste disposal facility design, public works, and civil engineering project infrastructure design. Mr. Botica has assisted in landfill liner development projects, closure design development, construction document preparation, design of grading, drainage systems, access roads, operational fill sequencing, and waterline projects for solid waste disposal sites. He has provided engineering calculations for hydrology studies and storm drain plans and prepared grading and drainage plans for landfill closure and civil infrastructure projects. In addition, he has prepared closure/post-closure cost estimates and Non-Water Release Corrective Action Plans for multiple sites. Mr. Botica has detailed knowledge of the last five liner expansion projects and the last two closure projects at the Tajiguas Landfill, as either a project engineer or project manager of the design and construction.

#### SWT STAFFING

Professional Staff: Registered Civil Engineers – 5; Registered EITs and/or Graduate Engineers – 2; Regulatory Planners – 3; Construction Manager – 1; Administrative (1 Full Time – 1 Part Time); IT Administrator – 1; Engineering Interns – 2 (Part Time).

In addition, SWT maintains a functional network among professionals, with whom we have worked with in the past in structural, mechanical, and electrical engineering that can be brought onto a project or consulted with, if necessary.

#### EXPERIENCE WITH COUNTY OF SANTA BARBARA

SWT has provided engineering services to the County of Santa Barbara Public Works Department since 2007 up to and including 2019, including several Master Services Agreements and Board contracts. SWT has a wealth of experience in the solid waste industry, primarily in Southern California. SWT has been fortunate to have worked on most of the solid waste projects the County of Santa Barbara Public Works Department has completed over the past twenty years, either as SWT or as a part of our previous professional experience. Therefore, SWT has more on-site, practical experience than any other consulting firm with the County and the only active landfill it operates, the Tajiguas Sanitary Landfill.

Over the past 12 years, SWT has successfully completed the following projects, including:

- ◆ Phase IIA Groundwater Protections Project – Design, Engineering Support and CM;
- ◆ Phase IIB Groundwater Protections Project – Design, Engineering Support and CM;
- ◆ Phase IIC Groundwater Protections Project – Design, Engineering Support;
- ◆ Phase IIIA Groundwater Protections Project – Design, Engineering Support;
- ◆ Phase IIIB Groundwater Protections Project – Design, Engineering Support and CM.
- ◆ Phase IIIC Groundwater Protections Project – Design, Engineering Support;
- ◆ Phase 2 and 3 Part 1 Partial Final Closures – Design, Engineering Support; and
- ◆ Utility and Roadway Realignment – Design, Engineering Support.

SWT is currently providing engineering support services for the following projects:

- ◆ Phase 3 Part 2 Closure – Design, Engineering Support; and
- ◆ Phase IID Liner Groundwater Projection Construction Project – Design, Engineering Support; which is currently in the final stages of construction completion.

#### SIMILAR EXPERIENCE WITH OTHER PROJECTS

SWT has provided engineering services on similar projects throughout the past 12 years and their previous work experience, the following is a list of some similar successfully completed projects:

- ◆ Phased Entrance Road and Scales Project                      2019 - Flathead County Landfill
- ◆ Entrance Road and Scales Relocation Project                2012 - Victorville Sanitary Landfill
- ◆ Entrance Road and Scale Improvement Project                2010 - Ox Mountain Landfill
- ◆ Entrance Road and Scales Project                                2008 - Avenal Landfill
- ◆ Entrance Road and Scale Project                                  2007 - Olinda Alpha Landfill
- ◆ Entrance Road Realignment Scales Project                    2002 - FRB Landfill

#### PROPOSAL REQUIREMENTS

The following is the scope of services that are required as follows:

##### Phase I Access Road Extension Design

- ◆ Design Access Road Extension at the northerly part of Landfill including:
  - Refuse excavation (if necessary) and fill plan;
  - Excavation and compacted fill of on-site soil material; and
  - Road base and asphalt concrete.
- ◆ Considerations for traffic, drainage, and safety must be included in this design;
- ◆ Collaborate with RRWMD Engineering & Operations staff in design process;
- ◆ Create Access Road Extension Plans; and
- ◆ Create an Engineers Cost Estimate for the construction of Phase I.

##### Phase II: Maintenance and Repair

- ◆ Evaluate conditions of the existing green waste operations deck and access road;
- ◆ Consultant and collaborate with RRWMD staff to best utilize the remaining construction budget, after Phase I Engineers Cost Estimate; and
- ◆ Design effective maintenance and repair plans for Phase II.



Deliverables shall include a 50%, 90%, and final set of design plans, as well as specifications to be included with County of Santa Barbara Public Works Department standard specifications, which utilize 2016 Cal-Trans standards.

## PROPOSED SCOPE OF WORK TO COMPLETE THE PROJECT

### TASK 1.0 PHASE I ACCESS ROAD EXTENSION AND TURN AROUND PAD

SWT understands the scope of work for Phase I and has been involved in multiple other access road projects for other clients, not to mention the Utility and Roadway Realignment design and engineering support at the TSL in 2018. 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 construction near the same area. SWT continues to provide County Operation 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 was done to minimize the potential for waste excavation. SWT understands that this road paving will be for wet weather access to the wet weather pad for the next few years and will minimize the transition needed from the existing roadway but while allowing draining to flow properly.

#### 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 (Release 2019) to a scale of 1" = 50' (minimum). A digital copy of the drawing files will be supplied to RRWMD 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 I 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 RRWMD. SWT will submit two copies of the construction drawings to RRWMD for review and comment at the 90-percent complete design stage. Followed by a Final Bid package for construction.

#### Deliverables

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

### TASK 2.0 PHASE II GREEN WASTE PAD MAINTENANCE AND MISC REPAIR

SWT understands the scope of work for Phase II and can work within the County's budget to maximize the area of repair for the green waste pad operations deck and any misc repairs needed to help improve the drainage on-site. SWT will utilize any and all details, specifications, and estimates from Phase I to incorporate into Phase II to save costs and fast track Phase II. SWT understands that this area is limited on space and operations must continue to maintain the import demand from green waste outputs. SWT will work with on-site Operations Personnel to complete a design to best meet their current and future needs while ensuring that it can be sequenced properly to maintain continuous operations during construction/repair efforts.

#### 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 (Release 2019) to a scale of 1" = 50' (minimum). A digital copy of the drawing files will be supplied to RRWMD with representative hard copy drawings of their content. It is estimated that approximately four to eight sheets will be necessary to present the TSL Phase II Green Waste Pad Maintenance and Repair 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 RRWMD. SWT will submit two copies of the construction drawings to RRWMD for review and comment at the 90-percent complete design stage. Followed by a Final Bid package for construction.

#### Deliverables

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

### TASK 3.0 MISCELLANEOUS DRAINAGE IMPROVEMENTS

SWT understands the scope of work for miscellaneous drainage improvements on site that can work within the County's capital budget to help the site with future drainage needs. One area of concern is how the future down drain of the Phases II & III liner areas will drain to the north sedimentation basin. SWT will look at the future sequencing and come up with a design to a proper drainage system to get storm water into the north sedimentation basin. Also, potential drainage crossing for the wet weather deck. SWT will work with on-site Operations Personnel to complete a design to best meet their current and future needs while ensuring that it can be sequenced properly to maintain continuous operations during construction efforts. Construction documents will be included into the Phase I paving plans.

---

### 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 (Release 2019) to a scale of 1" = 50' (minimum). A digital copy of the drawing files will be supplied to RRWMD with representative hard copy drawings of their content. It is estimated that approximately two to four sheets will be necessary to present the TSL Phase II Green Waste Pad Maintenance and Repair 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 RRWMD. SWT will submit two copies of the construction drawings to RRWMD for review and comment at the 90-percent complete design stage. Followed by a Final Bid package for construction.

### Deliverables

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

## TASK 4.0 PROJECT COORDINATION AND MEETINGS

SWT will provide project coordination 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 RRWMD and the regulatory agencies, if requested. This task also includes budget for two on-site meetings conducted as part of Tasks 1.0, 2.0, and 3.0, if necessary.

The SWT Project Manager will provide general administration of the contract, track budget performance and task scheduling, conduct regular progress meetings, document scope changes, provide RRWMD with required monthly invoice activity reports, and generally coordinate efforts related to the project within the bounds of the scope as directed by RRWMD.

### Deliverables

- ◆ Project Tracking.
- ◆ Attendance at Meetings, when required.
- ◆ Coordination with RRWMD staff.

---

## FEE ESTIMATE

SWT proposes to perform this work for the Spring Paving Project Phases I and II as shown on the detailed breakdown in Table 1 (separate envelope attached). Fee estimate is for budget purposes only and all work performed will be invoiced on a time-and-materials not-to-exceed basis, based on actual staff providing the service, using the rates on our current rate schedule when services are provided.

The overall budget will not be exceeded without prior written approval from RRWMD. In addition, reimbursable charges (reproduction, computer, phone, courier charges, and miscellaneous in-house expenses). are invoiced at 5 percent of total labor charges, not requiring a breakdown. Other reimbursable charges (i.e., airfare, hotels, meals at per diem State rate, and other outside expenses) will be invoiced cost, plus 15 percent. Subconsultants, if any, will be marked up 15 percent.

FEE ESTIMATE - TABLE 1  
 PROPOSAL TO PROVIDE CONSULTING ENGINEERING SERVICES FOR THE  
 2020 ACCESS ROAD EXTENSION AND SITE IMPROVEMENTS AT THE TAJIGUAS SANITARY LANDFILL, GOLETA, CA

	Hourly Rate	Principal	Project Manager	Engineer III	Engineering Technician	Admin/Project Coordinator	TOTAL LABOR	5% Expenses*	ESTIMATED FEE
Task 1.0 - Phase I Access Road Extension & Turn Around Pad		4	10	70	30		\$16,554	\$828	\$17,382
Task 2.0 - Phase II Green Waste Pad Maintenance & Repair		4	10	80	40		\$19,034	\$952	\$19,986
Task 3.0 - Miscellaneous Drainage Improvements		4	10	40	20		\$10,994	\$550	\$11,544
Task 4.0 - Project Coordination		6	8	12		6	\$5,656	\$283	\$5,939
TOTAL HOURS		18	38	202	90	6			
ESTIMATED FEE		\$4,428	\$7,486	\$31,108	\$8,460	\$756	\$52,238	\$2,612	\$54,850

Notes:

\*Expenses will be billed at 5% of labor not requiring a specific breakdown.

Fee estimate is for budget purposes only. All work will be invoiced and a time-and-materials basis by the staff performing the work based on our current rate schedule.

**EXHIBIT B**

**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 \$54,850.
- 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.