

Attachment A

Board Contract Summary

BC 16 _084

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	FY 2016/17
D2.	Department Name	PUBLIC WORKS
D3.	Contact Person	Todd Curtis, P.E.
D4.	Telephone	805-335-7742

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Engineering services for Phase 2 Closure Construction Support, and general landfill operations and environmental regulatory obligations.
K3.	Department Project Number	129913
K4.	Original Contract Amount	\$ 206,845.00
K5.	Contract Begin Date	7/7/2015
K6.	Original Contract End Date	November 30, 2016
K7.	Amendment? (Yes or No)	Yes
K8.	- New Contract End Date	June 30, 2017
K9.	- Total Number of Amendments	2
K10.	- This Amendment Amount	\$ 179,500 + 20,000.00 contingency
K11.	- Total Previous Amendment Amounts	\$ 41,242.00
K12.	- Revised Total Contract Amount	\$ 447,587.00

B1.	Intended Board Agenda Date	December 13, 2016
B2.	Number of Workers Displaced (if any)	0
B3.	Number of Competitive Bids (if any)	N/A
B4.	Lowest Bid Amount (if bid)	N/A
B5.	If Board waived bids, show Agenda Date	N/A
	and Agenda Item Number	N/A
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)	N/A
F7.	Payment Terms	Net 30

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	8/23/17
V8.	Liability Insurance Expiration Date	8/23/17
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: 11/8/16 Authorized Signature: Holly Kunzi

**AMENDMENT NO. 2 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. 2" to the Agreement of Services of Independent Contractor (hereinafter referred to as "Agreement")) is made by and between the County of Santa Barbara (hereinafter referred to as "COUNTY"), and 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, COUNTY and CONTRACTOR executed the Amendment No. 1 to Contract BC-16-084 on November 17, 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 **SECTION 4. TERM, EXHIBIT A, STATEMENT OF WORK** and **EXHIBIT B, PAYMENT ARRANGEMENTS** to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY AND CONTRACTOR agree to amend the Agreement as follows:

1. The text of **SECTION 4. TERM**, shall be deleted in its entirety and replaced by the following:

"CONTRACTOR shall commence performance on July 7, 2015 and end performance upon completion, but no later than June 30, 2017 unless otherwise directed by COUNTY or unless earlier terminated."

2. The text of **EXHIBIT A, STATEMENT OF WORK**, shall be deleted in its entirety and replaced by the following:

"CONTRACTOR shall provide 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 first 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.

The second addendum to the scope of work is set forth in the SWT Engineering, Inc. "Proposal to Provide Civil Engineering Services for the Tajiguas Landfill – Fiscal Year 2016/2017". The detailed scope of work for this addendum is stipulated in **Attachment A-3** 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 and Attachment A-3. CONTRACTOR may not substitute other persons without prior written approval of CONTRACTOR's Designated Representative."

3. The text of **EXHIBIT B, PAYMENT ARRANGEMENTS**, Periodic Compensation (with attached Schedule of Fees), Sections A, B, C, 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 \$427,587.00.
 - 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 B1 (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 (Schedule of Fees)** must contain sufficient enough detail to enable an audit of the charges and provide supporting documentation is so specified in **EXHIBIT A**.
 - 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 B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
 - 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."
4. **Attachment B1 (Schedule of Fees)** shall be replaced with the updated document "Fee Schedule" provided by SWT Engineering, Inc. and is incorporated by reference.
5. Except as set forth in Sections 1 and 2 hereof, this Amendment No. 2 shall not modify or change any of the provision of the Agreement and the parties to this Agreement are bound by its provisions, as amended herein.

//
//

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

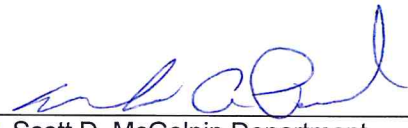
COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Santa Barbara County Public Works
Department

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

CONTRACTOR:

SWT Engineering, Inc.

By: 
Authorized Representative

Name: Michael A. Cullinane, P.E.

Title: President


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

//

//

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.

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 
Risk Management

ATTACHMENT A-3



October 28, 2016

PN 16-1465

Mr. Todd Curtis
County of Santa Barbara
Resource Recovery and Waste Management Division
130 East Victoria, Suite 100
Santa Barbara, CA 93101

**RE: PROPOSAL TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE TAJIGUAS LANDFILL
- FISCAL YEAR 2016/2017**

Dear Mr. Curtis:

In response to the Request for Proposal to provide Civil Engineering Services for the Fiscal Year 2016/2017 by the County of Santa Barbara, Public Works Department, Resource Recovery and Waste Management Division (RRWMD) dated October 21, 2016, SWT Engineering (SWT) has prepared the following proposal and fee estimate.

SCOPE OF WORK

TASK 1.0 DESIGN AND PLANNING SUPPORT

Capital Improvement Project (CIP) Budget Preparation Support

SWT will prepare updated CIP cost estimates for future liner phase IIIC and slope liners. As part of this update, SWT will use the most current TRRP schedule for start-up to allow RRWMD to evaluate capital cost requirements for the future liner phases. This spread sheet can also be used to do sensitivity analysis for future delays or slow start-up of the TRRP. Also once the TRRP is started, this spreadsheet can be updated to match the actual disposal tonnages and any AUF.

Operations Deck Utility Realignment Project

SWT will assist RRWMD with the actual relocation for temporary and permanent operations deck utilities associated with the TRRP project. This will include the rerouting of power, water and the leachate system. SWT will prepare plans as requested, including but not limited to, plans for Southern California Edison for the relocation of the power feed\transformer as necessary. In addition, SWT will prepare a utilities corridor or bid document so RRWMD can obtain bids for building\construction a utility trencher from the new power feed and 290 deck to Panel C where the leachate and water line connection is.

Fill Sequence Plans

SWT will prepare the fill sequencing plans for review by RRWMD Staff. This will primarily focus on getting the filling operation for the top deck area to develop the pad for the maximum area required for composting based on the potential future Conversion Technology (CT) project. SWT will develop an updated construction cost estimate for reducing the Phase 3 top deck closure area. These cost estimates will be based on the bid

from Raminha. This information will be used for the development of the CIPs. SWT will also provide miscellaneous design and planning support as requested by the RRWMD.

Miscellaneous Civil Planning and Design

SWT will provide landfill operations support, which will include, but is not limited to, review of the aerial topography for airspace consumed by waste and soil as well as borrow source soil usage needed for daily and intermediate cover. SWT will also consider potential soil remaining from the Closure Construction needs for the Phase II and III areas, also import from Highway 101 widening. This will ensure the RRWMD's closure cost savings for not having to move the soil from the borrow\ north stockpile to daily cover. SWT will be available to answer any questions related to drainage and winter preparedness as necessary.

TASK 2.0 OPERATIONS SUPPORT

SWT will provide operational support which will include fill sequencing, previously discussed, by also daily and intermediated cover, access and borrow sites that should be used. SWT will answer any questions regarding lift drainage associated with the drainage control features and pertinent landfill issues including landfill gas support.

TASK 3.0 REGULATORY COMPLIANCE SUPPORT

SWT will assist the RRWMD with regulatory agency support. This will include requests from the Regional Water Quality Control Board, Local Enforcement Agency and CalRecycle. SWT will also be available to attend meetings at the regulatory agencies offices as necessary. Items anticipated to be covered under this task include:

Tajiguas Resource Recovery Project and Sanitary Landfill JTD Updates\ Response

SWT will revise drawings, tables, and appendices related to the TRRP for inclusion in the existing JTD for TSL, as an Amendment package to be submitted by RRWMD to the regulatory agencies (i.e., the Local Enforcement Agency [LEA], CalRecycle, and the Regional Water Quality Control Board) for approval.

Closure Plan Updates\Closure Cost Estimates Updates

SWT Engineering will update the final closure construction and post-closure maintenance cost estimates. These cost estimates will be updated based on current industry construction costs.

There have been economic factors that have impacted construction costs over the past several years. These economic conditions will be taken into consideration when updating these cost estimates. SWT will also take into account the closure work that has been completed to date. A draft of the cost estimates will be provided to the RRWMD for review and concurrence.

Tajiguas Landfill Industrial Storm Water General Permit Compliance

SWT will provide General Industrial Activities Storm Water Permit support for the Tajiguas Landfill to include assistance in selecting appropriate Best Management Practices (BMPs) for the IGP, completion of observation forms, and collection of storm water discharge samples during rainstorm events in accordance with the IGP. SWT will prepare the updated

documents in the formats provided by the State Water Resources Control Board (SWRCB) or utilize a format designed to follow Review Sheets of the SWRCB.

Tajiguas Landfill SWPPP Updates\Addenda

SWT will prepare any updated addenda to the SWPPP for the Tajiguas Landfill which will comply with the current Storm Water Pollution Prevention Plan and Monitoring Program Review Sheet, which is included in the current General Industrial Activities Storm Water Permit, Water Quality Order No. 97-03-DWQ.

SWT will utilize as much of the existing SWPPP information as possible. However, the update or addenda will be based on current site

Level 1 Compliance Report

SWT will assist RRWMD with preparation of the Level 1 ERA reports using the template provided in the BMP handbook for the Tajiguas Landfill, including a summary of the Evaluation performed, as well as revisions made to the SWPPP. It should be noted that a Discharger's Level 1 status may return to baseline once a Level 1 ERA report has been completed, all identified BMPs have been implemented, and results from four consecutive QSEs that were sampled subsequent to BMP implementation indicate no additional NAL exceedances for that parameter. However, if sampling results in the next reporting year indicate a NAL exceedance for that same parameter while the Discharger is in Level 1, Level 2 Status will commence on July 1 the following reporting year during which the NAL exceedance(s) occurred (i.e., the 2017-2018 reporting year). Revise the SWPPP as necessary and implement any additional BMPs identified in the evaluation.

SWT will certify and submit via SMARTS a Level 1 ERA Report prepared by a QISP that includes the following:

- ◆ A summary of the Level 1 ERA Evaluation; and,
- ◆ A detailed description of the SWPPP revisions and any additional BMPs for each parameter that exceeded an NAL.
- ◆ Certify and submit via SMARTS the QISP's identification number, name, and contact information (telephone number, e-mail address).

Closure Cover Revegetation Performance Monitoring and Coordination

After the Phase 2 Closure is completed, SWT will work with the County on the assessment of a cover revegetation. The County currently has a Restoration Specialist under contract. SWT will provide input as it relates to the approved Closure Plan, prepared by SWT. SWT will act in a support role if necessary for this task.

TASK 4.0 PHASE 2 CLOSURE ENGINEERING SUPPORT

SWT will provide construction engineering support to RRWMD and the Construction Manager (CM) throughout construction, and final certification/acceptance process. The following tasks will be performed by SWT as a part of the construction engineering support services relative to the Phase 2 Partial Final Closure 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 RRWMD, 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.

Engineering Field Support Services

Closures tend to have issues come up due to unforeseen\unknown below-ground conditions. These can range from utilities to inaccurate limits of waste. Therefore, SWT proposes this task for Engineering Field Services when these conditions occur. SWT will first and foremost discuss the situation with the CM and potentially the Project Superintendent. Hopefully, digital pictures can be provided of the field condition. SWT will develop a response to eliminate or minimize the impacts\delays to the Contractor. Any such issues will be resolved via teleconference and pictures. SWT's local contract employee would be available to come to the field to evaluate or one of SWT's staff from Ontario will be dispatched to the site to reconcile the issue and keep the project moving forward in a timely fashion. 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.

Construction Quality Assurance (CQA) Support Services

The CQA services will be provided by Geo-Logic Associates (GLA). SWT will provide support services to the CQA function, as the Design Engineer of Record for the project, as described below.

Subgrade Preparation/Layer Construction CQA

Prior to construction of the cover system, the Contractor will prepare the subgrade. This preparation will include observation of clearing and grubbing, excavation and placement of foundation material in areas of foundation the fill on the benches and slopes. CQA staff will monitor the placement of this material for oversize material, moisture conditioning, and material compaction in compliance with the Project Specifications.

Correct preparation of the subgrade is important as it will establish the foundation for the cover system, which is critical to thickness verification.

Once the fill is completed and the subgrade is brought to line and grade, SWT along with the CQA Monitor will review the subgrade for installation of the final cover soil. This will be very important for the first slope area.

Thickness Verification

One of the critical issues to an ET cover is developing and coordinating an efficient method for verification of the cover thickness. As this is a critical issue, SWT will work with the RRWMD CM and the Contractor to establish and monitor thickness verification. If the cover is placed overly thick, it does not benefit the County as the increased thickness does not provide an increased level of environmental protection. It is only an additional cost to the Contractor for materials and may result in a dispute at the end of the contract. In addition, the Tajiguas Landfill is a soil poor facility overall based on the current Operations daily cover usage. Therefore, it is of benefit to the County to minimize cover thickness other than as required by the ET cover model approved by the Regulatory Agency. This will be an on-going issue as the cover placement is the largest bid item and represents the majority of the work associated with this closure contract. SWT’s scope will include leading the discussion on verification of monitoring of thickness, reviewing Contractor’s submittals (pre-construction), reviewing documentation as it is developed during construction, and suggesting any potential modifications to increase the effectiveness of the thickness verification method.

As the Engineer of Record, SWT will attend the pre-final inspection field review and help to develop project punch lists. If unresolved technical issues remain, SWT will be part of negotiations.

Regulatory Liaison/Final Approvals

SWT will with coordination of the San Luis Obispo Regional Water Quality Control Board and the Local Enforcement Agency (LEA) during the construction process, as necessary. SWT will also be available to meet with agencies during the regularly scheduled construction meetings, or as required. SWT will coordinate the Final Construction Close-Out Report which will include the CQA Report and other construction documentation including the as-builts.

FEE ESTIMATE

Task 1.0	Design and Planning Support	\$49,000
Task 2.0	Operations Support.....	\$4,500
Task 3.0	Regulatory Compliance Support	\$95,000
Task 4.0	Phase 2 Closure Engineering Support.....	\$31,000
	TOTAL FEE ESTIMATE.....	\$179,500

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



RE: PROPOSAL TO PROVIDE CIVIL ENGINEERING SERVICES
FOR THE TAJIGUAS LANDFILL - FISCAL YEAR 2016/2017

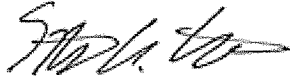
October 28, 2016

Page 6

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,

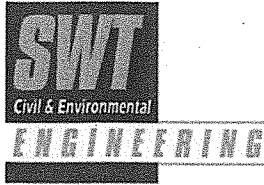


Michael A. Cullinane, P.E.
Principal

Attachment
Rate Schedule

ATTACHMENT B1

SCHEDULE OF FEES



FEE SCHEDULE-2017

Staff Classification	Hourly Rate
Principal	\$232
Principal Planner	\$222
Principal Engineer	\$222
Project Manager	\$185
Project Engineer	\$163
Engineer III/Senior Designer	\$149
Engineer II/Designer	\$134
Engineer I	\$112
CADD Operator	\$88
Senior Planner	\$150
Planner II	\$104
Planner I	\$88
Construction Manager	\$150
Project Coordinator	\$122
Administrative Assistant	\$88
Engineering Technician	\$88
Technician	\$70
Clerk	\$58

Overtime premium, if appropriate, will be invoiced at 50 percent of 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	\$64\Day
Subconsultants/Outside Services	Cost +15 percent
Outside Out-of-Pocket Expenses	Cost + 15 percent
Per Diem for Living Expenses	Federal Rate

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, 2017