# ATTACHMENTA

### ATTACHMENT A

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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	. 2018/19
D2.	Department Name	Public Works
D3.	Contact Person	Joddi Leipner
D4.	Telephone	
1/4	Outlied Tree (dead and )	
K1.	Contract Type (check one):	
K2.	Brief Summary of Contract Description/Purpose	Biological consulting services for the Tajiguas Landfill and Baron Ranch
K3.	Department Project Number	
K4.	Original Contract Amount	
K5.	Contract Begin Date	
K6.	Original Contract End Date	
K7.	Amendment? (Yes or No)	
K8.	- New Contract End Date	INO CHAILUC
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	
K11.	- Total Previous Amendment Amounts	
K12.	- Revised Total Contract Amount	\$ 111,720
B1.	Intended Board Agenda Date	August 14, 2018
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	
E4	Front Novelee	·
F1.	Fund Number	1930
F3.	Department Number	
F4.	Line Item Account Number	
F5.	Project Number (if applicable)	129917/129927
F6.	Program Number (if applicable)	1750
F7.	Org Unit Number (if applicable)	
1.7.	Payment Terms	Monthly
V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	
V3.	Mailing Address	100111 11 11 11
V4.	City State (two-letter) Zip (include +4 if known)	
V5.	Telephone Number	805/644-2220 ext. 13
V6.	Vendor Contact Person	Matt Ingamells
V7.	Workers Comp Insurance Expiration Date	
V8.	Liability Insurance Expiration Date	
V9.	Professional License Number	
V10	Verified by (print name of county staff)	
V11	Company Type (Check one): Individual Sole Prop	rietorship Partnership Corporation
I certif	y information is complete and accurate; designated funds available	e; required concurrences evidenced on signature page.
Date:	7/9/18 Authorized Signature:	
	<i>I</i>	Revised 1/13/2014

## AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR BETWEEN COUNTY OF SANTA BARBARA AND PADRE ASSOCIATES, INC. (BC-18-179)

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

WHEREAS, COUNTY and CONTRACTOR executed the Agreement (Contract BC-18-179) on February 27, 2018; and

WHEREAS, the previously agreed upon contract scope of work and amount is to be amended;

WHEREAS, Section 25, 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. EXHIBIT A, STATEMENT OF WORK, First Paragraph, is hereby amended to read:

CONTRACTOR shall provide biological consulting services as set forth in the CONTRACTOR's proposal dated January 8, 2018 included as Attachment A-1 and as set forth in the CONTRACTOR's proposal dated May 31, 2018 included as Attachment A-2, as herein attached and incorporated by reference.

#### 2. EXHIBIT B, Paragraph A, is hereby amended to read:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$111,720.
- 3. The terms and provisions set forth in this Amendment No. 1 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 1, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Padre Associates, 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:	CONTRACTOR:
Santa Barbara County Public Works Department  By: Scott D. McGolpin Department Head, Public Works Director	By:  Authorized Representative
	Name: Man Lugainell  Title: Project Manager
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
Michael C. Ghizzoni County Counsel	Theodore A Fallati, CPA, CPFO Auditor-Controller
By:	By: Both M. Ahall Deputy
APPROVED AS TO FORM:	
Risk Management	
$\wedge$	

#### ATTACHMENT A-2



May 31, 2018 Project no. 1802-0161

Ms. Joddi Leipner Santa Barbara County Public Works Resource Recovery & Waste Management 130 East Victoria Street, Suite 100 Santa Barbara, California 93101

Amendment No. 1 to BC 18179 (File Reference No. 18-00121) for Tajiguas Landfill 2018 Wet Season and Phase 3C Liner Installation Biological Monitoring

#### Introduction

We currently have a contract in place for Wet Season and Phase 3C Liner Installation Biological Monitoring, based on Padre's January 8, 2018 proposal. Additional field surveys have been required for the Phase 3C Liner Project that were not anticipated in our contract, primarily due to the retention of storm water in the north sedimentation basin and extensive bird nesting monitoring. The purpose of this amended scope of work and fee estimate is to address additional biological monitoring.

#### Scope of Work

The attached spreadsheet (Exhibit A) documents our revised assumptions regarding the frequency and timing of biological surveys, extending through the 2018-2019 wet season to June 30, 2019. The revised scope of work also includes preparation of two annual reports (2018 and 2019), and other general biological services.

#### **Fee Estimate**

The total estimated fee for the scope of work provided in Exhibit A is \$79,280, extending from May 28, 2018 through June 30, 2019. We currently have \$26,180 left in our contract amount (\$58,620). Therefore, we request the contract amendment include a budget increase of \$53,100.

Santa Barbara County Public Works Resource Recovery & Waste Management May 31, 2018 Page 2

Should you have any questions regarding this proposal or any other environmental concern regarding the project, please contact me at 805/644-2220 extension 13 at your earliest convenience.

Sincerely,

Padre Associates, Inc.

Mark Joyands

Matt Ingamells Project Manager

EXHIBIT A
TAJIGUAS LANDFILL PHASE 3C LINER MONITORING AND WET SEASON CRLF SURVEYS
REVISED SCOPE OF WORK

			Staff	
			Professional	
	Daytime	Nighttime	Man-Hours	Truck Days
Month	Surveys/week	Surveys/week	(\$95/hour)	(\$80/day)
June 2018	4	1	96	10
July 2018	4	1	96	10
August 2018	1		16	2
September 2018	1		16	2
October 2018		2	64	4
November 2018		2	64	4
December 2018		2	64	4
January 2019		2	64	4
February 2019		2	64	4
March 2019		2	64	4
April 2019		2	64	4
May 2019	1		16	2
June 2019	1		16	2
Total Survey Hours			704	56
Annual Report Preparation (2018+2019)			40	
Other Biological Services			40	4
Totals			784	60
Fee			\$74,480	\$4,800
Less Remaining budget				

Assumptions

4 hours/survey for daytime, 8 hours/survey (2 persons) for nighttime surveys

Construction-related nest clearing continues through July (4 daytime & 1 nighttime surveys/week)

One-half truck day/survey, single truck for night surveys