

BOS AGREEMENT NO. _____

Original Agreement No.	BOS 25-074 DOT 250026
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FIRST AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 25-074 / DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 250026, PROFESSIONAL SERVICES AGREEMENT WITH SWT ENGINEERING, INC., FOR CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR SOUTH COAST LANDFILL FINAL CLOSURE

This First Amendment to Board of Supervisors (BOS) Agreement Number (No.) 25-074 / Department of Transportation (DOT) Agreement No. 250026 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **SWT Engineering, Inc.**, hereinafter referred to as "CONSULTANT," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 25-074 / DOT Agreement No. 250026 was entered into on June 3, 2025 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONSULTANT, this First Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, during the course of the project, unforeseen issues have arisen that require additional engineering effort and resources beyond the original scope of the Agreement; and

WHEREAS, COUNTY and CONSULTANT desire to increase the total compensation, revising the amount payable by \$89,960 from \$66,868 to \$156,828, and to amend the original scope of services to address the unforeseen issues.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$89,960 from \$66,868 to \$156,828.
2. The Exhibit A, Definition of Services, set out in the Agreement is hereby amended to add the following subtasks to Task 3.0 Construction Engineering Support Services:

Task 3.8 Unforeseen Waste Limit Adjustment

CONSULTANT will review and adjust the existing closure construction drawings to accommodate the revised unforeseen waste limit as provided by the contractor (exploratory trenching). Updates will include modifications to relevant plan sheets, cross-sections, and grading details to reflect the adjusted waste footprint and

associated closure surface area.

Task 3.9 Attend Special Meetings (In-person or Virtual)

CONSULTANT will attend special meetings, as requested by COUNTY, to support ongoing design revisions, coordination efforts, and implementation of the work items described above.

Task 3.10 Subgrade Modifications

CONSULTANT will evaluate current field conditions and prepare revised subgrade grading plans as necessary to address modifications identified during construction. These adjustments will account for updated subgrade elevations, material availability, and site-specific conditions to ensure the subgrade meets the approved cover system design specifications.

CONSULTANT will develop a Civil 3D surface/model and provide associated digital grading files for contractor use in machine-control and GPS guided earthmoving equipment. The model will support implementation of the approved grading plan(s) and reduce field staking requirements.

Task 3.11 Top Deck Reshaping / Reduced Refuse Reconsolidation

CONSULTANT will regrade and reshape the Top Deck design to reflect the reduced refuse reconsolidation volume. Updated grading plans and cross-sections will be prepared to optimize final surface contours, drainage patterns, and material placement in coordination with the County and the Contractor.

CONSULTANT will develop a Civil 3D surface/model and provide associated digital grading files for contractor use in machine-control and GPS guided earthmoving equipment. The model will support implementation of the approved grading plan(s) and reduce field staking requirements.

Task 3.12 Additional Site Visits Based on Changed Conditions

CONSULTANT will conduct additional site visits as required by changed field conditions to verify that the design remains accurate and constructible. Site visit observations and recommendations will be documented and communicated to COUNTY in special meetings or in written form.

Additional Deliverables:

- Revised construction drawings incorporating modifications for the unforeseen waste limit, subgrade adjustments, and Top Deck reshaping, submitted to COUNTY for review and comment.
- Revised grading plan(s) and associated earthwork calculations.

- Electronic submittal via email of all drawings and grading plans in AutoCAD Civil 3D format (with model/surfaces) for internal and contractor use.
 - Written site visit reports documenting field observations, design recommendations, and as-built conditions as applicable.
3. The Fee Estimate and Fee Schedule set out in Exhibit B, Payment Terms, of the Agreement are hereby replaced and a new Fee Estimate and Fee Schedule are attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Howard N. Dashiell
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: 6/29/2026

Budgeted: ☒ Yes ☐ No
Budget Unit: 4511
Line Item: 862189
Org/Object Code: LC
Grant: ☐ Yes ☒ No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST: Interim
SARA PIERCE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

Interim
SARA PIERCE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/29/2026

CONSULTANT/COMPANY NAME

By: [Signature]
SIGNATURE

Date: 6/29/2026

NAME AND ADDRESS OF CONSULTANT:

SWT Engineering, Inc.
800-C South Rochester Ave.
Ontario, CA 91761

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 06/29/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/29/2026

Signatory Authority: \$0-25,000 Department; \$25,001- 75,000 Purchasing Agent; \$75,001+ Board of Supervisors

FEE ESTIMATE
PROPOSAL TO UPDATE CLOSURE CONSTRUCTION DOCUMENTS
AND PROVIDE CONSTRUCTION ENGINEERING SUPPORT SERVICES
FOR THE FINAL CLOSURE CONSTRUCTION AT THE SOUTH COAST LANDFILL

	Principal	Project Manager	Project Engineer	Engineer III\ Senior Designer	Engineer I	Project Coordinator	TOTAL LABOR	5% Expenses*	ESTIMATED FEE
Hourly Rate (2025)	\$295	\$239	\$208	\$192	\$142	\$150			
TASK 1.0 UPDATE EXISTING CONSTRUCTION-LEVEL ENGINEERING DESIGN PLANS SPECIFICATIONS AND BID SCHEDULE							\$0	\$0	\$0
Task 1.1 Review of Existing Data and Design Basis Meeting with County	2	4				1	\$1,696	\$85	\$1,781
Task 1.2 Update Final Cover Design Drawings	4	6		20		2	\$6,754	\$338	\$7,092
Task 1.3 Update Final Cover Design Specifications	2		12		8	1	\$4,372	\$219	\$4,591
Task 1.4 Update Final Cover Construction Bid Schedule	2	8				2	\$2,802	\$140	\$2,942
TASK 2.0 BID SUPPORT	6	20		16		1	\$9,772	\$489	\$10,261
TASK 3.0 CONSTRUCTION ENGINEERING SUPPORT SERVICES	2	16	32	40		2	\$19,050	\$953	\$20,003
TASK 4.0 FOUNDATION FILL GRADING ADJUSTMENTS	4	8	40			2	\$11,712	\$586	\$12,298
TASK 5.0 PROJECT ADMINISTRATION/COORDINATION AND MEETINGS	2	24				8	\$7,526	\$376	\$7,902
TOTAL HOURS	24	86	84	76	8	19			
ESTIMATED FEE	\$7,080	\$20,554	\$17,472	\$14,592	\$1,136	\$2,850	\$63,684	\$3,184	\$66,868
AMENDMENT 1 - ADDITIONAL FEE ESTIMATE									
	Principal	Project Manager	Project Engineer	Engineer III\ Senior Designer	Engineer I	Project Coordinator	TOTAL LABOR	5% Expenses*	ESTIMATED FEE
Hourly Rate (2026)	\$304	\$246	\$214	\$176	\$146	\$155			
TASK 3.0 CONSTRUCTION ENGINEERING SUPPORT SERVICES	24	120	80	120	60	12	\$85,676	\$4,284	\$89,960
TOTAL HOURS	24	120	80	120	60	12			
ESTIMATED FEE	\$7,296	\$29,520	\$17,120	\$21,120	\$8,760	\$1,860	\$85,676	\$4,284	\$89,960

*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 our current rate schedule.

Amendment 1 Notes:

1. Amendment 1 assumes three (3) additional site visits by the SWT Project Manager, with 14 hours allocated per visit to cover travel, site observations, coordination, and a full 8-hour on-site presence.

FEE SCHEDULE 2026

<u>Staff Classification</u>	<u>Hourly Rate</u>
Clerk	\$76
Technician.....	\$94
CADD Operator	\$118
Planner I.....	\$118
Administrative Assistant	\$122
Engineering Technician.....	\$122
Planner II/Staff Scientist.....	\$140
Engineer I.....	\$146
Project Coordinator	\$155
Planner III.....	\$170
Engineer II/Designer	\$176
Engineer III/ Scientist	\$198
Construction Manager (CM)	\$200
Senior Planner.....	\$200
Project Engineer/Senior Scientist.....	\$214
Project Manager.....	\$246
Sr. Project Manager	\$268
Principal Planner	\$290
Principal Engineer/Sr. CM	\$290
Principal.....	\$304

Overtime premium, if appropriate, will be invoiced at 1.5 times of the above rates.

Reimbursable charges (reproduction, courier charges, miscellaneous in-house expenses.) are invoiced at 5 percent of total labor charges, not requiring a breakdown.

Other reimbursable charges are invoiced as follows:

Mileage	Federal Rate
Vehicle	\$12.00/Hour
Sub consultants/Outside Services	Cost +15 percent
Outside Out-of-Pocket Expenses	Cost +15 percent
Per Diem for Living Expenses.....	Federal Rate
Drone Topographic Processing by Third Party (Propeller)	\$1,000/Credit Used

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, 2026