

## 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 **Geosyntec Consultants** having its principal place of business at **2100 Main Street, Suite 150, Huntington Beach, CA 92648** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** **John Haines** at phone number **(805) 882-3627** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Chris Conkle** at phone number **(714) 969-0800** 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: **John Haines, County of Santa Barbara, 130 East Victoria Street, Suite 100, Santa Barbara, CA 93101**

To CONTRACTOR: **Chris Conkle, Geosyntec Consultants, 2100 Main Street, Suite 150, Huntington Beach, CA 92648**

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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 **May 9, 2011** and end performance upon completion, but no later than **May 31, 2012** unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Geosyntec Consultants

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Joni Gray, Chair  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

CONTRACTOR

By: \_\_\_\_\_  
Deputy

  
By: BERTRAND PALMER, VP  
SocSec or TaxID Number: 592355134

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Risk Program Administrator

**EXHIBIT A**

**STATEMENT OF WORK  
PER PROPOSAL DATED FEBRUARY 10, 2011**

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10 February 2011

Mr. John Haines  
County of Santa Barbara  
Public Works Department  
130 E. Victoria St. Suite 100  
Santa Barbara, California 93101

**Subject: Proposal for CQA and Engineering Support Services  
Phase IIC Groundwater Protection System  
Tajiguas Sanitary Landfill, Santa Barbara County, California**

Dear Mr. Haines:

## **INTRODUCTION**

Geosyntec Consultants, Inc. (Geosyntec) is pleased to provide this proposal for Construction Quality Assurance (CQA) and Engineering Support services for the subject project. This proposal is provided in response to your request that was conveyed to us during our phone call on 9 December 2010 and subsequent discussions.

We understand that Santa Barbara County (the County) is seeking services of a qualified consultant who can simultaneously provide CQA and Engineering Support services in support of construction of the Phase IIC Groundwater Protection System. Previous experience with on-site work of this type is highly desirable.

## **BACKGROUND**

In preparing this proposal, Geosyntec reviewed the following:

- *Draft Project Drawings and Technical Specifications, Tajiguas Sanitary Landfill, Phase IIC Groundwater Protection System, prepared by SWT Engineering, dated November 2011 and 29 October 2010 respectively*
- *Construction Quality Assurance Plan, Phase IIC, Tajiguas Sanitary Landfill, Santa Barbara, CA, prepared by Geosyntec Consultants, dated 12 November 2010.*

We also consulted SWT engineering (the project's design engineer), who we have collaborated extensively with in the past and who developed a tentative construction schedule for the overall project. Based upon that schedule and the 90 working days (18 week) project duration allowed for the County's contactor, Geosyntec developed a tentative CQA schedule for the Phase IIC construction project. This tentative CQA schedule is presented in Figure 1.

Figure 1 indicates that construction requiring CQA will begin on or around 9 May 2011 and will continue until approximately September 2011. Finalization of the CQA report will occur in approximately October 2011. Our staffing and cost estimate were developed accordingly.

Relevant information for development of this proposal also includes general terms and conditions, as agreed upon and documented in 3 year Master Service Agreement (MSA) between Geosyntec and the County (2011-2013).

## **GEOSYNTEC APPROACH**

Our approach to this project is centered around: (i) adequate staffing of the project; and (ii) cost effectiveness of the proposed services.

To provide adequate staffing, we are proposing to staff the project with highly-qualified and experienced team that have performed nearly identical work at this site in the past (i.e., for Phases IIA and IIB). The proposed organizational chart, with individually named committed team members, is presented in Figure 2. The qualifications and experience of these team members are discussed in a separate section at the end of this proposal.

Our cost savings measures include staffing of the project with minimal number of field personnel – this is achievable as we are proposing highly qualified and experienced team, including proposing an earthworks monitor who is also a registered geologist who can, and will provide in-grading monitoring during down time of the project. All of the proposed staff has worked at the site in the past, and project Manager and Director have a long –term working relationship with project design engineers.

Should, due to project delays or unforeseen issues, a need arise for additional staff or engineering support, Geosyntec is ready and committed to provide additional support.



This support will be provided by highly-qualified staff drawn from a pool of over 30 staff engineers and CQA Monitors who are all locally present.

## **PROPOSED SCOPE OF WORK**

Consistent with the CQA plan for the project, Geosyntec has organized the scope of work into the following five tasks:

- Task 1: Construction Observation Services;
- Task 2: Laboratory Testing;
- Task 3: Project Management;
- Task 4: Preparation of CQA Report; and
- Task 5: Engineering Support.
- Task 6: Concrete Observation Services

### **Task 1: Construction Observation Services**

Geosyntec will provide full CQA services, including CQA monitoring, sampling, field testing, and documenting liner system construction. The CQA activities performed by Geosyntec will be in general accordance with the project plans and specifications. While on site, Geosyntec will be involved in general, earthwork, and geosynthetic field activities.

#### ***General Field Activities***

Throughout construction of Phase IIC, Geosyntec's field CQA personnel will perform daily activities that are routinely performed as part of general field activities. These activities will include, but are not necessarily limited to, the following:

- interfacing with County and contractor personnel;
- documenting on-site construction personnel, equipment, and weather conditions;
- collecting, collating, and reviewing documentation as required by the plans and specifications;

- maintaining a photographic record of construction progress; and
- maintaining daily field logs and weekly progress reports.

### ***Earthwork Field Activities***

Geosyntec will monitor and test the earthwork activities to document compliance with the plans and specifications. Geosyntec's CQA activities will include, but are not limited to, the following:

- Collecting geotechnical test samples of earthwork materials (included screened and processed low permeability material and in place low permeability material) and shipping the samples to the testing laboratory as needed;
- Monitoring and field testing during the demonstration fill construction;
- Monitoring and field testing, and sampling during the placement of approximately 112,000 cubic yards of engineered fill;
- Monitoring and field testing, and sampling during the placement of approximately 5,000 cubic yards of low permeability material;
- Observing cut slopes prior to placement of liner for evidence of potential groundwater seeps or slope instability;
- Reviewing gravel and aggregate test results for compliance with specifications; and
- Reviewing the geotechnical laboratory test results for compliance with the specifications.

### ***Geosynthetic Field Activities***

During the geosynthetic field activities, Geosyntec field CQA personnel will perform daily activities that will include, but are not necessarily limited to, the following:

- documenting delivery of geosynthetics at the site and comparing the delivered inventory against the inventory list prepared at the factory;
- reviewing the manufacturer's quality control test results for compliance with the specifications;
- documenting the storage, handling, and placement of geosynthetics delivered to the site and inspecting for damage that occurred during shipping and handling;
- reviewing the laboratory test data for compliance with the specifications;
- documenting rejection of geosynthetic materials;
- monitoring and documenting the deployment and installation of the geosynthetic materials and marking repair locations;
- monitoring trial geomembrane seaming and contractor destructive testing of trial seams;
- monitoring and documenting production seaming or joining of the adjacent geosynthetics;
- monitoring and documenting repairs for geosynthetics;
- monitoring and documenting the non-destructive field testing of production geomembrane seams and other repairs;
- selecting destructive geomembrane production seam sample locations and documenting their location;
- reviewing the destructive seam test results for compliance with the specifications; and

- monitoring and documenting the repair of geomembrane production seams that failed either non-destructive or destructive CQA testing criteria.

For Task 1, Geosyntec has budgeted a total of 496 hours (62 days at 8 hours per day) for CQA Monitor time over the course of the 90 day construction period. This will include a total of 160 hours (20 days at 8 hours per day) for a Site Manager II level monitor for Geosynthetics monitoring and a total of 336 hours (42 days at 8 hours per day) for a Professional level monitor for Earthworks.

### **Task 2: Laboratory Testing**

Geotechnical laboratory testing will be performed in general accordance with the project specifications and the CQA plan.

Geotechnical laboratory testing will be conducted by Excel Laboratories geotechnical testing laboratory located in Roswell, Georgia, with which Geosyntec has had a long-term working relationship.

All geosynthetics laboratory testing (including interface shear strength) will be the responsibility of the geosynthetics contractor.

### **Task 3: Project Management**

Geosyntec's Project Manager, Mr. Chris Conkle, P.E., G.E. will be responsible for directing the project and CQA personnel. Dr. Neven Matasovic, P.E., G.E. will serve as project director and periodically assist Mr. Conkle on technical matters requiring special attention. Both Mr. Conkle and Dr. Matasovic have an extensive experience in various aspects of landfill engineering projects.

Mr. Conkle and Dr. Matasovic will be located in Geosyntec's Huntington Beach, California office. Additional support staff will be available in Geosyntec's Santa Barbara and Huntington Beach offices to periodically perform project administration duties (e.g., invoicing, reproduction, and overnight shipping).

Geosyntec's Project Manager, Chris Conkle, will:

- administer the contract;
- update the existing the Site Health and Safety Plan;

- make site visits, including attendance at project kickoff meetings;
- handle CQA contract and administrative matters;
- introduce all project personnel;
- communicate regularly with on-site CQA personnel;
- be responsible for technical aspects of the project related to CQA;
- review the CQA documentation on a weekly basis;
- direct CQA operations and communicate directly with the County's Site Manager and/or Project Manager; and
- prepare, sign, and seal the CQA certification report.

In particular, Geosyntec's Project Director, Dr. Neven Matasovic, will:

- be responsible for technical CQA items that require special attention, such as interface conformance testing and communication with regulatory agencies (if required and approved by the County Project Manager); and
- provide senior review of the CQA certification report.

Geosyntec has budgeted 8 hours per week for the Project Manager and 1 hour per week for the Project Director for the course of the project. It is assumed that the project construction will begin in May 2011 and continue through September 2011 (a duration of approximately 90 working days or 18 weeks).

#### **Task 4: Preparation CQA Report**

At the completion of construction, Geosyntec will prepare the final CQA report that will document the quality of construction in general accordance with the project documents. The report will contain a narrative description of significant aspects of the field and laboratory CQA activities undertaken by Geosyntec. Geosyntec will include documentation of construction activities (presented on the field logs and weekly reports) as appendices to the final report.

The Engineer of Record (i.e., Geosyntec's Project Manager), a registered Professional Engineer (P.E.) and Geotechnical Engineer (G.E.) in the State of California, will sign and seal the final report of CQA field activities. Geosyntec will provide the County with two (2) initial (draft) copies of the report within two (2) weeks of the completion of work. Subsequently, Geosyntec will submit four (4) copies of the final report to County within one (1) week of receiving comments from the County.

#### **Task 5: Engineering Support**

Geosyntec will provide engineering support services during the construction.

Geosyntec's Project Manager, Chris Conkle, will:

- review the submittals;
- evaluate field conditions encountered during construction to evaluate impact on proposed construction; and
- review design modifications/clarifications prepared in response to field conditions.

Geosyntec has budgeted 4 hours per week for the Project Manager and 1 hour per week for the Project Director for the course of the project.

#### **Task 6: Concrete Observation Services**

Geosyntec will perform CQA activities to monitor and test shotcrete work during the out of channel basin floor and slope construction. These activities will document compliance with the plans and specifications. Geosyntec's CQA activities will include, but are not limited to, the following:

- Observe preparation of foundation for shotcreting;
- Observe the placement of reinforcing steel, construction joints and control joints;
- Measure the slump of the wet concrete for conformance with the project specifications;

- Closely observe shotcreting operations to confirm the crew is using proper procedures including removal sand pockets, sloughed material and rebound before coverage by additional shotcrete; and
- Observe the preparation of test panels and coring of in place concrete in accordance with ASTM C42/C42M for strength testing.

Geosyntec assumes that the cost of required concrete laboratory conformance testing will be borne by the contractor.

Geosyntec assumes that one CQA inspector is required on site full time during an assumed 4 week concrete construction period. For Task 6, Geosyntec has budgeted a total of 184 hours (23 days at 8 hours per day) for CQA Monitor time. Additionally, 4 hours per week during the 4 week construction period has been budgeted for Geosyntec's project manager to review documentation and field reports.

In the event that additional shotcrete nozzles are utilized for the project, additional monitors may be required.

## **STAFFING**

Geosyntec's Project Manager will be Mr. Chris Conkle, P.E., G.E., a Geotechnical Engineer with over 5 years of local (southern California) experience. When necessary, Mr. Conkle will consult with the Project Director, Dr. Neven Matasovic, P.E., G.E., a Geotechnical Engineer with over 25 years of professional experience. Dr. Matasovic will also provide internal quality control and facilitate resolution of technical and other issues that might arise during the project.

Mr. Kevin Coffman, P.G., from our Santa Barbara Office will serve as an earthworks CQA monitor and hence will be continuously present during placement of engineered fill and low permeability material. Mr. Coffman, who is a registered Geologist, will also perform in-grade geologic monitoring upon completion of grading.

Mr. Stewart Aadnes, a Geosyntec site manager with significant experience with oversight of installation of geosynthetic components of composite liner systems, will serve as the geosynthetics CQA monitor. Mr. Aadnes will be continuously present on site during the occurrence of critical geosynthetics activities (e.g., GCL and geomembrane installation).

The entire project team participated in the Phase IIA and IIB CQA projects and thus they bring site specific experience both individually and as a team.

## **SCHEDULE**

This proposal is intended to cover the period from the beginning of construction in May 2011 to the completion of construction and finalization of the construction quality assurance report for the project in early October 2011 as shown in Figure 1.

Geosyntec assumes that a CQA Monitor will be present on site full time during engineered fill placement, low permeability layer placement, and geosynthetics installation.

This project will be complete upon Geosyntec's submittal of a construction quality assurance report for Phase IIC to the regional water quality control board.

## **COST ESTIMATE**

Geosyntec proposes to bill for its services on a time and material basis. The estimated cost for providing construction quality assurance services is **\$176,391**. A detailed cost estimate is included as Attachment A and was formulated in accordance with Geosyntec's Fee Schedule presented in Attachment B.

Geosyntec has made the following assumptions in preparing the cost estimate:

- *Project Documents:* The County will make available a sufficient number of copies of the project documents (including a set of full-size drawings) for the site personnel at the pre-construction meeting.
- *Health and Safety Plan:* The owner or contractor will provide: (i) any necessary Health and Safety Plan for the scope of work described herein; and (ii) any necessary monitoring equipment. Geosyntec will develop its own Health and Safety Plan for the CQA activities carried out by Geosyntec personnel.
- *Expenses:* Geosyntec will invoice costs for expenses (including vehicle, per diem, mileage, and other project-specific purchases and expenses). Geosyntec details these expenses in Attachment A.



- *Travel:* Geosyntec will bill travel expenses at cost; however, Geosyntec will not bill the County for costs associated with personnel rotation travel, should it occur.
- *Charged Time:* Hours worked on the project will be billed at the rates indicated in the attached Schedule of Fees (these rates are also utilized in the project cost build-up). The cost estimate assumes that CQA monitors are required to perform work no more than 8 hours per day. Overtime rates are provided in Attachment B. Geosyntec will not apply standby time to the field CQA personnel for days not worked, provided they can bill at least 40 chargeable hours each week when assigned on site full time. If CQA staff work federal statutory holidays (i.e., Thanksgiving Day, Christmas, etc.), the rates provided will be doubled for hours worked on these days, in accordance with prevailing wage laws.
- *Accommodations and Meals:* Geosyntec bill a per diem of \$46 per person per calendar day for meals. An additional per diem of \$120 per day will be supplied for those requiring lodging. Geosyntec bases its estimate on the availability of suitable accommodations in the project area. In the event of inclement weather, Geosyntec will bill subsistence for on-site personnel regardless of days not worked.
- *Vehicle:* Geosyntec proposes to provide a rental/company vehicle for use by Geosyntec CQA personnel on site. The estimated costs for this vehicle, included in the budget estimate, include the costs of fuel and maintenance.
- *Consumables:* Geosyntec estimates that \$1000 for the project will cover the cost of field supplies (small tools, markers, paint, soil sample bags, photographs, computer supplies, etc.), and will be billed at cost.
- *On-Site Facilities:* Geosyntec CQA personnel will require space for office work, power, and small equipment storage while on site. Geosyntec assumes that the County will provide these facilities.
- *Field Equipment:* Geosyntec will provide a nuclear moisture/density gauge for use by CQA personnel. The estimated cost for these items includes shipping costs to and from the site for this equipment and includes the total rental charges for the equipment. Geosyntec assumes that the County will

provide a proper overnight storage area for the nuclear gauge, which requires special handling and lockdown.

- *Final Report:* Geosyntec proposes to provide two (2) copies of a draft certification report and four (4) copies of the final draft certification report which will include: (i) a detailed report summarizing site construction and CQA activities; and (ii) relevant documentation of on-site construction.
- *Change Orders:* Changes to the scope of work for CQA services (including number of working days, field monitors, and laboratory testing requirements) must be approved in writing between the County and Geosyntec. Changes can be approved on a Geosyntec Field Change Order Form or any appropriate County form.
- *Field and Laboratory Testing:* Geosyntec developed the cost estimate assuming that the field and laboratory testing requirements and material quantities presented in this proposal are appropriate. Additional testing, if required due to failing materials or other reasons, will be conducted per the rates in this proposal with County approval prior to conducting the tests.

## **STATEMENT OF CONFORMANCE AND COMMITMENT**

Geosyntec makes the following commitments to the County:

- Work tasks identified in this proposal will be performed in accordance with the assumptions stated in this document.
- During the course of our work, Geosyntec's standard insurance coverage will be in effect, including General Liability coverage (\$1,000,000/ \$2,000,000), Professional Liability (Errors and Omission; \$2,000,000) coverage, and Automobile Liability (\$1,000,000), as well as the Worker's Compensation insurance.
- Geosyntec will adhere to the schedule and budget. The budget will not be exceeded unless the scope of services or schedule changes and without prior approval of the County.

- The same Project Manager and Field CQA Monitors will participate in the project for the duration of the construction. Unless the project is significantly delayed, the individuals identified in this proposal will be the key personnel assigned to the project. We will not substitute personnel without prior approval of the County.
- We are aware of the “prevailing wage” requirements and have incorporated them in our cost proposal.
- We will provide the County with professional services consistent with the standards of the profession. Our internal quality control program requires that every project deliverable be peer reviewed by a senior member of the firm with appropriate experience and qualifications prior to submittal to the client.

## CLOSURE

Geosyntec is enthusiastic about working with the Santa Barbara County Public Works Department on this important project. Please contact any of the undersigned at (714) 969-0800 if you have any questions or comments or if you need additional information.

Sincerely,



Chris Conkle, P.E., G.E.  
Project Engineer/Project Manager



Neven Matasovic, Ph.D., P.E., G.E.  
Associate/Project Director

Attachment A: Detailed Cost Estimate  
Attachment B: Geosyntec Fee Schedule

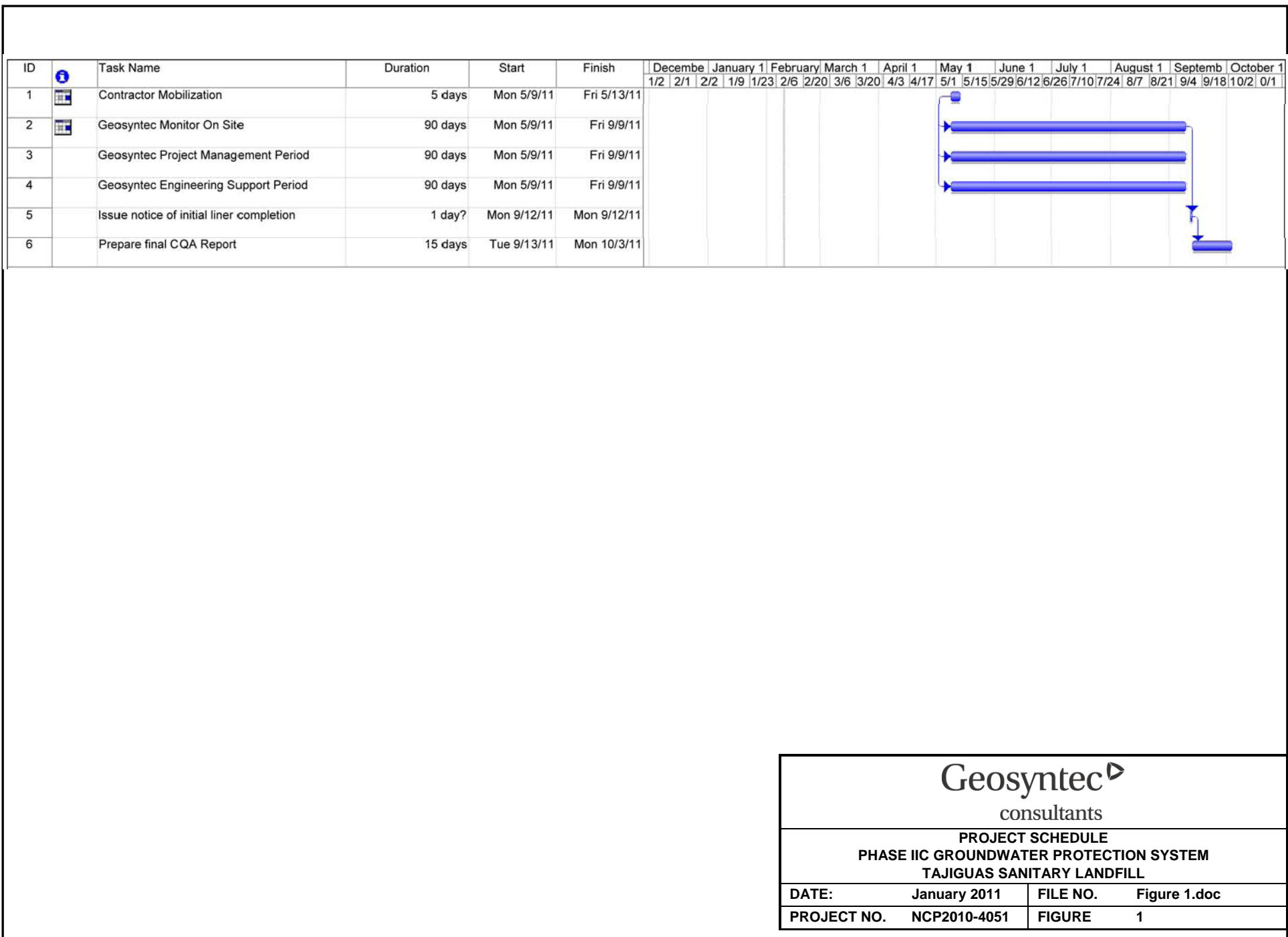
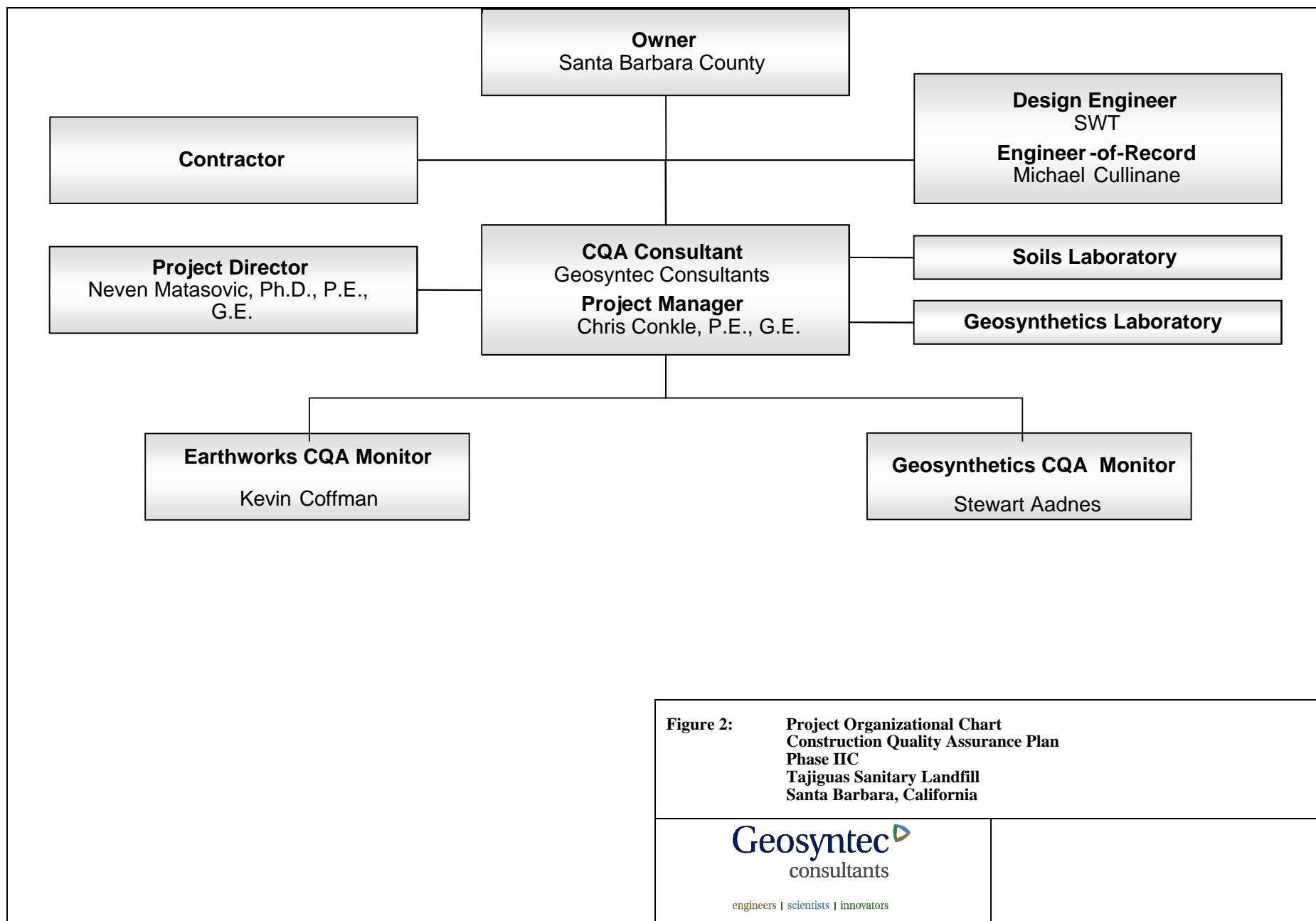


Figure 1.doc



**ATTACHMENT A**

**DETAILED COST ESTIMATE**

**TABLE 1**  
**COST ESTIMATE SUMMARY**  
**PHASE IIC GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL**  
**SANTA BARBARA COUNTY, CALIFORNIA**

<b>TASK No.</b>	<b>TASK TITLE <sup>(1)</sup></b>	<b>TOTAL</b>
<b>1</b>	<b>Construction Observation Services</b>	<b>\$83,507</b>
<b>2</b>	<b>Laboratory Testing</b>	<b>\$9,408</b>
<b>3</b>	<b>Project Management</b>	<b>\$26,716</b>
<b>4</b>	<b>CQA Report</b>	<b>\$11,494</b>
<b>5</b>	<b>Engineering Support</b>	<b>\$10,259</b>
<b>6</b>	<b>Concrete Observation Services</b>	<b>\$35,006</b>
<b>TOTAL</b>		<b>\$176,391</b>

Notes: (1) For detailed cost breakdown, see Tables 2 through 4.

**TABLE 2**  
**COST ESTIMATE BREAKDOWN**  
**PHASE IIC GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL**  
**SANTA BARBARA COUNTY, CALIFORNIA**

TASK NUMBER	TASK/SUBTASK TITLES	LABOR CATEGORY AND RATE														TOTAL
		CQA PROJECT DIRECTOR \$198	CQA PROJECT MANAGER \$158	CQA MONITOR EARTHWORKS (PREVAILING WAGE) \$146	CQA MONITOR GEOSYNTHETICS (PREVAILING WAGE) \$96	CQA MONITOR CONCRETE (PREVAILING WAGE) \$134	CADD OPERATOR \$108	WORD PROCESSOR \$54	ADMINISTRATION \$54	SUBTOTAL LABOR	COMMUNICATION FEE (3% of Professional Fees)	FIELD EXPENSES	LABORATORY TESTING EXPENSES <sup>(3)</sup> (includes 12% markup)	MISC. EXPENSES <sup>(2)</sup>	SUBTOTAL DIRECT EXPENSES	
1	Construction Observation Services			336	160					\$64,416	\$1,932	\$17,159			\$19,091	\$83,507
2.	Laboratory Testing		20							\$3,160	\$95		\$6,153		\$6,248	\$9,408
3.	Project CQA Management	12	144						15	\$25,938	\$778				\$778	\$26,716
4.	Preparation of CQA Report	4	40				10	10		\$8,732	\$262			\$2,500	\$2,762	\$11,494
5.	Engineering Support	12	48							\$9,960	\$299				\$299	\$10,259
6.	Concrete Observation Services	4	16			184				\$27,976	\$839	\$6,191			\$7,030	\$35,006
	<b>SUBTOTAL</b>	32	268	336	160	184	10	10	15	<b>\$140,182</b>	\$4,205	\$23,350	\$6,153	\$2,500	<b>\$36,209</b>	<b>\$176,391</b>

Notes:

- (1) A detailed breakdowns for field expenses and laboratory testing expenses is presented in Tables 3 and 4.
- (2) Miscellaneous expenses include vehicle mileage for meetings, reproduction costs, and/or shipping costs.
- (3) Markup applies only to subcontract services



**TABLE 3**  
**FIELD EXPENSE BREAKDOWN (CONSTRUCTION OBSERVATION)**  
**PHASE IIC GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL**  
**SANTA BARBARA COUNTY, CALIFORNIA**

FIELD EXPENSES	UNIT	RATE	QUANTITY	COST
Nuclear Gauge	weeks	\$225	12	\$2,700
Miscellaneous Field Expenses	NTE	\$1,000	1	\$1,000
Lodging for non Resident	day	\$120	28	\$3,360
Per Diem (Meals)	day	\$46	70	\$3,220
Rental Truck	month	\$1,375	3	\$4,125
Mileage for Weekly site visits	miles	\$0.51	5400	\$2,754
<b>TOTAL</b>				<b>\$17,159</b>

**TABLE 3A**  
**FIELD EXPENSE BREAKDOWN (CONCRETE TESTING)**  
**PHASE IIC GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL**  
**SANTA BARBARA COUNTY, CALIFORNIA**

FIELD EXPENSES	UNIT	RATE	QUANTITY	COST
Miscellaneous Field Expenses	NTE	\$1,000	1	\$500
Lodging for non Resident	day	\$120	26	\$3,120
Per Diem (Meals)	day	\$46	26	\$1,196
Rental Truck	month	\$1,375	1	\$1,375
<b>TOTAL</b>				<b>\$6,191</b>

**TABLE 4**  
**EARTHWORKS TESTING EXPENSES**  
**PHASE IIC GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL**  
**SANTA BARBARA COUNTY, CALIFORNIA**

Type Of Test		ASTM Standard	# of Tests	Responsible Party	Unit Price <sup>(2)</sup>	Total Costs
<b>Low Permeability Material (65,840 sf [4,877 CY])</b>		<b>Frequency</b>				
Engineering Classification and Moisture Content	one per 5,000 CY	ASTM D 2487 and D 2216	1	Laboratory	\$12	\$12
Atterberg Limits	one per 5,000 CY	ASTM D 4318	1	Laboratory	\$58	\$58
Modified Proctor	one per 5,000 CY	ASTM D 1557	1	Laboratory	\$135	\$135
Particle Size Analysis	one per 5,000 CY	ASTM D 422	1	Laboratory	\$52	\$52
Hydraulic Conductivity Using Flexible Wall Test	1 per 40,000 SF	ASTM D 5084	2	Laboratory	\$200	\$400
In-Place Moisture and Density (Nuclear)	1 per 250 CY	ASTM D 3017 and D 2922	20	Geosyntec	-	-
In-Place Moisture and Density (Sandcone)	1 per 20 nuclear	ASTM D 1556	1	Geosyntec	-	-
Visual Soil Classification	as required	ASTM D 2488	as required	Geosyntec	-	-
Field Permeability	1 per 40,000 SF	-	2	Geosyntec	-	-
<b>Engineered Fill (West Berm 17,835 CY, Out of Channel 1,315 CY, In Channel Basin 93,430 CY)</b>						
Modified Proctor	one per 25,000 CY	ASTM D 1557	5	Laboratory	\$135	\$675
Atterberg Limits	one per 25,000 CY	ASTM D 4318	5	Laboratory	\$58	\$290
Particle Size Analysis	one per 25,000 CY	ASTM D 422	5	Laboratory	\$52	\$260
Visual Soil Classification	as required	ASTM D 2488	as required	Geosyntec	-	-
CU Triaxial	one per project	ASTM D4767	1	Geosyntec	\$940	\$940
<b>Protective Soil Cover (Floor 65,840 sf [4,877 CY], Slope 25,440 sf [1884 CY], Bench 11,845 sf [877 CY])</b>						
Particle Size Analysis	one per 5,000 CY	ASTM D 422	2	Laboratory	\$52	\$104
Visual Soil Classification	as required	ASTM D 2488	as required	Geosyntec	-	-
<b>Veneer Fill (94,900 sf [1757 CY])</b>						
Modified Proctor	one per 5,000 CY	ASTM D 1557	1	Laboratory	\$135	\$135
Particle Size Analysis	one per 5,000 CY	ASTM D 422	1	Laboratory	\$52	\$52
Visual Soil Classification	as required	ASTM D 2488	as required	Geosyntec	-	-
<b>Qualification/Demonstration Fill</b>						
Modified Proctor	as required	ASTM D 1557	3	Laboratory	\$135	\$405
Particle Size Analysis	as required	ASTM D 422	2	Laboratory	\$52	\$104
Atterberg Limits	one per 5,000 CY	ASTM D 4318	2	Laboratory	\$58	\$116
Hydraulic Conductivity Using Flexible Wall Test with Remold	as required	ASTM D 5084	2	Laboratory	\$245	\$490
Additional Consolidation Pressure	as required	ASTM D 5084	2	Laboratory	\$58	\$116
In-Place Moisture and Density (Nuclear)	as required	ASTM D 3017 and D 2922	as required	Geosyntec	-	-
In-Place Moisture and Density (Sandcone)	as required	ASTM D 1556	as required	Geosyntec	-	-
Visual Soil Classification	as required	ASTM D 2488	as required	Geosyntec	-	-
Field Permeability	as required	-		Geosyntec	-	-
<b>Aggregate Testing</b>						
Particle Size Analysis	1 per 500 yd <sup>3</sup>	ASTM C 136	1	Laboratory	\$71	\$71
Hydraulic Conductivity	1 per 1000 yd <sup>3</sup>	ASTM D 2434	1	Laboratory	\$149	\$149
<b>Shipping</b>						
Sample Shipping	N/A	N/A	N/A	N/A	N/A	\$1,000
<b>TOTAL</b>						<b>\$5,494</b>

**ATTACHMENT B**

**GEOSYNTEC FEE SCHEDULE**

## GEOSYNTEC CONSULTANTS 2011 RATE SCHEDULE

### Engineer/Scientist

### Rate/Hour

Staff Professional	\$105
Senior Staff Professional	\$122
Professional	\$140
Project Professional	\$158
Senior Professional	\$178
Associate	\$198
Principal	\$215

### Construction Services

Engineering Technician I	\$ 54
Engineering Technician II	\$ 60
Senior Engineering Technician I	\$ 65
Senior Engineering Technician II	\$ 70
Site Manager I	\$ 79
Site Manager II	\$ 87

### Design, Graphical, and Administrative Services

Designer	\$114
Senior Drafter/Senior CADD Operator	\$ 100
Drafter/CADD Operator/Artist	\$ 88
Admin Assistant/Tech Word Processor	\$ 56
Clerical	\$ 46

### General

Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current IRS Rate
Photocopies (per page)	\$ .09

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the US Department of Labor,  
Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

## GEOSYNTEC CONSULTANTS 2011 PREVAILING WAGE RATE SCHEDULE

<u>Engineer/Scientist</u>	<u>Rate/Hour</u> <u>PW-Regular</u>	<u>Rate/Hour</u> <u>PW-OT</u>	<u>Rate/Hour</u> <u>PW-Double</u> <u>Time</u>
Staff Professional	\$120	\$143	\$166
Senior Staff Professional	\$134	\$157	\$179
Professional	\$146	\$169	\$192
Project Professional	\$158	\$181	\$204
 <u>Construction Services</u>			
Engineering Technician I	\$81	\$103	\$126
Engineering Technician II	\$84	\$107	\$130
Senior Engineering Technician I	\$86	\$109	\$132
Senior Engineering Technician II	\$88	\$111	\$133
Site Manager I	\$92	\$115	\$138
Site Manager II	\$96	\$119	\$142

**Note:**

Prevailing Wage – Regular: First 8 hours, Monday-Friday

Prevailing Wage – Overtime: First 4 Hours O.T., First 12 Hours on Saturday

Prevailing Wage – Double Time: > 12 Hours Monday-Saturday, Sunday and Holidays

The per diem required for prevailing wage jobs will be \$46/day for meals and \$120/day for lodging.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **176,391.00**.
- 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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- 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 and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- 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.

## GEOSYNTEC CONSULTANTS 2011 RATE SCHEDULE

### Engineer/Scientist

### Rate/Hour

Staff Professional	\$105
Senior Staff Professional	\$122
Professional	\$140
Project Professional	\$158
Senior Professional	\$178
Associate	\$198
Principal	\$215

### Construction Services

Engineering Technician I	\$ 54
Engineering Technician II	\$ 60
Senior Engineering Technician I	\$ 65
Senior Engineering Technician II	\$ 70
Site Manager I	\$ 79
Site Manager II	\$ 87

### Design, Graphical, and Administrative Services

Designer	\$114
Senior Drafter/Senior CADD Operator	\$ 100
Drafter/CADD Operator/Artist	\$ 88
Admin Assistant/Tech Word Processor	\$ 56
Clerical	\$ 46

### General

Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current IRS Rate
Photocopies (per page)	\$ .09

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the US Department of Labor,  
Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.



## GEOSYNTEC CONSULTANTS 2011 PREVAILING WAGE RATE SCHEDULE

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Staff Professional	\$120	\$143	\$166
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Professional	\$146	\$169	\$192
Project Professional	\$158	\$181	\$204
 <u>Construction Services</u>			
Engineering Technician I	\$81	\$103	\$126
Engineering Technician II	\$84	\$107	\$130
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Senior Engineering Technician II	\$88	\$111	\$133
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Prevailing Wage – Overtime: First 4 Hours O.T., First 12 Hours on Saturday

Prevailing Wage – Double Time: > 12 Hours Monday-Saturday, Sunday and Holidays

The per diem required for prevailing wage jobs will be \$46/day for meals and \$120/day for lodging.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### INDEMNIFICATION

##### **Indemnification pertaining to other than Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY or the acts or omissions to act on the part of the COUNTY's contractors or others who may be on or about the project site.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Professional Services:**

Pursuant to Section 2782 of the California Civil Code, CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligence, recklessness or willful misconduct of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him in the performance or attempted performance of this Agreement to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide written notice to the COUNTY of any cancellation, or non-renewal of the policy in accordance with applicable state insurance laws. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et

seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given written notice of cancellation, expiration or non-renewal of the policy in accordance with applicable state insurance laws.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. To the extent commercially available, said policy or policies shall provide that COUNTY shall be given written notice prior to cancellation or non-renewal of the policy. In the event that such endorsement is not commercially available, it shall be the CONTRACTOR's responsibility to provide such notice, including material reduction in coverage. If the policy providing professional liability coverage is an on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

Contract Summary Form: Contract Number : - - - -

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FY 2010/2011 and 2011/2012  
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's).....: 1930 (054-05-01-1050-1 / 054-05-01-1050-0)  
D3. Requisition Number .....:  
D4. Department Name .....: Public Works  
D5. Contact Person.....: John Haines  
D6. Phone .....: 805-882-3627

K1. Contract Type (check one): ☐ Personal Service ☒ Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose.....: Construction Quality Assurances Services for Tajiguas IIC  
K3. Original Contract Amount .....: \$176,391.00  
K4. Contract Begin Date.....: May 9, 2011  
K5. Original Contract End Date.....: May 31, 2012  
K6. Amendment History (leave blank if no prior amendments):  

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

K7. Department Project Number .....: 828356

B1. Is this a Board Contract? (Yes/No) .....: Yes  
B2. Number of Workers Displaced (if any) .....: None  
B3. Number of Competitive Bids (if any) .....: N/A  
B4. Lowest Bid Amount (if bid).....: \$176,391.00  
B5. If Board waived bids, show Agenda Date .....: N/A  
B6. ... and Agenda Item Number.....: #  
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶).....: Yes

F1. Encumbrance Transaction Code.....: N/A  
F2. Current Year Encumbrance Amount.....: N/A (Enterprise Fund)  
F3. Fund Number .....: 1930  
F4. Department Number .....: 054  
F5. Division Number (if applicable).....:  
F6. Account Number.....: 8200  
F7. Cost Center number (if applicable) .....: N/A  
F8. Payment Terms .....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) .....:  
V2. Payee/Contractor Name .....: Geosyntec Consultants  
V3. Mailing Address.....: 2100 Main Street, Suite 150  
V4. City State (two-letter) Zip (include +4 if known).....: Huntington Beach, CA 92648  
V5. Telephone Number .....: (714) 969-0800  
V6. Contractor's Federal Tax ID Number (EIN or SSN).....: 592355134  
V7. Contact Person .....: Chris Conkle  
V8. Workers Comp Insurance Expiration Date .....:  
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl).....:  
V10. Professional License Number .....: #70923  
V11. Verified by (name of County staff) .....: Colleen Hankins  
V12. Company Type (Check one): ☐ Individual ☐ Sole Proprietorship ☒ Partnership ☐ Corporation

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....: \_\_\_\_\_