AMENDMENT NO. 1 TO THE AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC (BC22054)

THIS AMENDMENT to the Agreement for Services of Independent Contractor entered into on July 1, 2022 (hereafter Amendment No. 1), is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Geosyntec Consultants, Inc. with an address at 924 Anacapa Street, Suite 4A, Santa Barbara, CA 93101 (hereafter CONTRACTOR).

WHEREAS, the parties hereto, entered into an Agreement (BC22054) for regulatory compliance consulting services as requested by the COUNTY, commencing on July 1, 2022; and

WHEREAS, these amendments are being made pursuant to Article 25 of the Agreement, which allows for the Agreement to be amended; and

WHEREAS, the original Agreement amount for the project was in the amount of \$369,370; and

WHEREAS, additional work is necessary to support regulatory compliance pertaining to the optimization of the leachate collection and recovery systems, and geotechnical evaluations for the Tajiguas Landfill;

NOW THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. EXHIBIT A, First Paragraph, is hereby amended to read:

CONTRACTOR shall provide professional services as set forth in the CONTRACTOR'S proposal dated April 28, 2022 included as Attachment A-1, and as set forth in the CONTRACTOR'S proposal dated October 28, 2022 included as Attachment A-2, as herein attached and incorporated by reference.

- 2. Attachment A-2 is added in its entirety as attached hereto and incorporated herein by reference.
- 3. EXHIBIT B, Paragraph A, is hereby amended to read:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$432,360.

4. 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 (BC22054). The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 1, are confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

	in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of parties.
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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato **County Executive Officer**

Clerk of the Board

COUNTY OF SANTA BARBARA:

Joan Hartmann, Chair Board of Supervisors

aluent By:

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin, Director

Santa Barbara County Public Works

CONTRACTOR:

Geosyntec Consultants

DocuSigned by:

Maygan Uine

Maygan Cline, P.G. **Principal Geologist**

APPROVED AS TO FORM:

Rachel Van Mullem **County Counsel**

DocuSigned by:

annali startley

Johannah Hartley

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA **Auditor-Controller**

DocuSigned by:

APPROVED AS TO FORM:

Gregory Milligan, ARM

Risk Manager

DocuSigned by:

Risk Management

ATTACHMENT A-2 CONTRACTOR'S PROPOSAL DATED OCTOBER 28, 2022



924 Anacapa Street, Suite 4A Santa Barbara, CA 93101 PH 805.897.3800 FAX 805.899.8689 www.geosyntec.com

October 28, 2022

Ms. Jeanette Gonzales-Knight Resource Recovery and Waste Management Division Santa Barbara County Public Works 130 E. Victoria Street, Suite 100 Santa Barbara, CA 93101

Reference:

Proposal for Construction Management and Oversight, Generator Evaluation, and

Project Management

Tajiguas Sanitary Landfill Leachate Collection and Recovery System 1,2,3 Upgrade

Project

Dear Ms. Gonzales-Knight:

Geosyntec Consultants Inc. (Geosyntec) prepared this proposal for the County of Santa Barbara Resource Recovery and Waste Management Division (RRWMD) to provide construction management and oversight services. Services also include other tasks related to the reconfiguration and optimization of componentry and infrastructure of leachate collection and recovery systems (LCRS) #1 through #3 (LCRS 1,2,3) at the Tajiguas Sanitary Landfill (Landfill). Construction upgrades of the LCRS 1,2,3 systems will be based on a previously prepared civil design not intended to change the functionality of the LCRS systems, but to add minor engineering and best practice improvements. Additionally, the reconfiguration and optimization will:

- upgrade the layout of the equipment complex (Complex) to increase safety for on-site personnel who operate the LCRS system,
- protect the Complex from storm water damage, and
- determine the most appropriate approach to proving backup power to the systems.

The civil design was distributed to select contractors via a public bidding system wherein RRWMD selected the most appropriate contractor for the work.

Geosyntec prepared this proposal based on conversations and direction from RRWMD, and our current understanding of the level of effort needed to conduct the tasks which are described in detail below.

Task 1. On-Site Construction Management

During construction of the civil upgrades in the LCRS 1,2,3 Complex, Geosyntec will provide construction management oversight of the RRWMD selected construction contractor. The on-site Construction Manager's role will be to act as the intermediary between RRWMD, and quickly address questions and/or concerns that may arise during the construction activities as well as to ensure compliance with the overarching design drawings. The Construction Manager will coordinate daily with RRWMD to discuss

ATTACHMENT A-2

RRWMD - Proposal for Construction Management and Oversight, Generator Evaluation, and Project Management LCRS 1,2,3 Upgrades October 28, 2022 Page 2

status and/or pertinent findings or changes. Significant changes or design modifications that do not have a schedule or financial impact will be discussed with RRWMD to gain approval for these changes. Identified financial adjustments will be immediately communicated and coordinated through to RRWMD to facilitate approvals for the proposed changes in writing from RRWMD, prior to field implementation. Most importantly, the Construction Manager will monitor schedule compliance and work with the Contractor to remedy schedule deviations and/or coordinate with RRWMD to comply with RRWMD's Habitat Conservation Plan requirements. Based on current understanding of the execution schedule, this proposal included 13 days of construction management oversight along with pre-execution planning.

Task 3 Estimate: \$48,110

Task 2. Backup Generator Specifications and Recommendations

Geosyntec will conduct a load analysis of the electrical systems that are supplied power from the service drop located in the LCRS 1,2,3 Complex. The load analysis will be used as a baseline for identification and specifications for a portable backup generator capable of supplying backup power in the event of power failure(s) at the LCRS 1,2,3 Complex. Geosyntec acknowledges that RRWMD wishes to identify a generator that complies with Environmental Protection Agency (EPA) Tier 4 regulations and is powered by a motor of less than 50 brake horsepower. Geosyntec will identify a generator(s) that can supply the unique 3-phase, 4-wire, Delta 120/208/240 Wild Phase service identical to the service provided by the existing? electrical service provider. Once identified, Geosyntec will assist RRWMD in developing Guide Specifications to be shared with vendors to prepare cost estimate quotes, or to be published for public bidding. Design work to integrate the backup generator (transfer switch, circuit isolations, panel upgrades, etc.) will be described in detail in a subsequent proposal submitted to RRWMD in early 2023.

Task 4 Estimate: \$5,720

Task 3: Project Management and Client Communications

Geosyntec staff assigned to the project will communicate frequently with the COSB and selected construction contractor project team members to provide: project status and schedule updates, potential or proposed field changes that may result in either cost or schedule impacts, and other pertinent project observations or questions. The Geosyntec Project Manager will coordinate closely with RRWMD staff and provide periodic, as-needed, updates during the implementation of the tasks described above.

Geosyntec has also included attendance in four (4) bi-weekly, 30-minute calls with the RRWMD to discuss project status and answer questions as needed. Geosyntec proposes to invoice monthly for services provided.

Task 5 Estimate: \$9,160

ATTACHMENT A-2

RRWMD – Proposal for Construction Management and Oversight, Generator Evaluation, and Project Management
LCRS 1,2,3 Upgrades
October 28, 2022
Page 3

Terms and Conditions

Geosyntec assumes that the proposed services will be conducted under the terms and conditions of the existing Service Agreement contract between Geosyntec and the RRWMD. The total estimated costs for the work described above are: \$62,990. Cost Estimate details are provided as Attachment 2.

This proposal is valid for 90 days. Geosyntec continues to appreciate the opportunity to work closely with the RRWMD on these technical projects. Please contact us if you have questions.

Sincerely,

Geosyntec Consultants, Inc.

Dan Dowdy, P.E. Principal Engineer Maygan Cline, P.G. Principal Geologist

Attachments:

Attachment 1 - Geosyntec Consultants 2022-2023 COSB Fiscal Year Rate Schedule

Attachment 2 – LCRS 1,2,3 Construction Management and Oversight, Generator Evaluation, and Project Management Cost Estimate

Attachment 1 GEOSYNTEC CONSULTANTS 2022-2023 COSB FISCAL YEAR RATE SCHEDULE

Staff Professional	\$140
Senior Staff Professional	· \$164
Professional	\$185
Project Professional	\$208
Senior Professional	\$235
Principal	\$255
Senior Principal	\$275
Technician I	ф 77
Technician II	\$ 77 \$ 82
Senior Technician I	
Senior Technician II	\$ 92
	\$ 98
Site Manager I	\$108
Site Manager II	\$118
Construction Manager I	\$130
Construction Manager II	\$142
Senior Designer	\$178
Designer	\$148
Senior Drafter/Senior CADD Operator	\$ 136
Drafter/CADD Operator/Artist	\$ 122
Project Administrator	\$ 78
Clerical	\$ 60
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't 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 Producer Price Index for Engineering Services.

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

Construction management fee presented upon request.

ATTACHMENT A-2

Attachment 2

LCRS 1,2,3 Construction Management and Oversight, Generator Evaluation, and Project Management Cost Estimate County of Santa Barbara Public Works Department
Resource Recovery and Waste Management Division
Tajiguas Sanitary Landfill

Professional Labor		Rate	Task 1. On-Site Construction Management			Recommendations			Task 3. Project Management and Client Communications			Total Cost Estimate		
			Units		Cost	Units	4	Cost	Units		Cost	Units	** ** ********************************	mount
Senior Principal	\$		2 26	\$	550	0 12	\$ \$	3,060	2 24	\$ \$	550 6,120	62	\$ \$	1,100 15,810
Principal Senior Professional	\$ \$			\$	6,630 15,275	0	\$	3,000	4	\$	940	69	S	16,215
Project Professional	\$		102	\$	21,216	12	\$	2,496	4	S	832	118	S	24,544
Professional	\$		0	\$	21,210	6	\$	2,490	0	\$		0	\$	2-1,0-1-1
Senior Staff Professional	+ \$		0	\$	<u>-</u>	Ö	\$		0	\$		0	\$	
Staff Professional	\$		ō	\$		Ö	\$		0	s	-	0	S	_
Project Administrator	\$		<u> </u>	\$	-	0	\$	-	6	\$	468	6	s	468
Clerical	\$			\$	-	0	s		0	\$	-	0	\$	
Subtotal Hours & Labor Estimate*			195	\$	44,980	24	\$	5,720	40	\$	9,160	259	\$	59,860
ODCs Estimate	┿			\$			 \$	-		-			\$	
Automobile Mileage	S	0.625	1800	S	1,125	0	5	**	0	\$	-	1800	\$	1,125
AutoCAD Application	\$			\$	-,	0	\$	-	0	\$	-	0	\$	
Misc. Supplies**	\$		8	\$	2,000	0	\$		0	\$	-	8	\$	2,000
Subtotal OCDs Estimate			1808	\$	3,130	0	\$	-	0	\$	-	1808	\$	3,130
Rounded Total Cost Estimate				\$	48,110		\$	5,720		\$	9,160		\$	62,990

Notes:
"Labor estimate includes 3% communication fee for Staff Professional through Senior Principal labor categories, in accordance with Attachment 1
** Includes onsite supplies and per diem for construction manager

- 11/9/2022 Geosyntec Consultants .