

# Attachment A

# Board Contract Summary

BC \_\_\_\_\_

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year .....	FY 16/17 - FY 17/18
D2.	Department Name .....	Public Works
D3.	Contact Person .....	Imelda Cragin
D4.	Telephone .....	(805) 882-3613

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	
K3.	Department Project Number .....	119900
K4.	Original Contract Amount .....	\$ 115,550.00
K5.	Contract Begin Date .....	12/13/16
K6.	Original Contract End Date .....	1/1/18
K7.	Amendment? (Yes or No) .....	No
K8.	- New Contract End Date .....	NA
K9.	- Total Number of Amendments .....	NA
K10.	- This Amendment Amount .....	\$ NA
K11.	- Total Previous Amendment Amounts .....	\$ NA
K12.	- Revised Total Contract Amount .....	\$ NA

B1.	Intended Board Agenda Date .....	12/13/16
B2.	Number of Workers Displaced (if any) .....	None
B3.	Number of Competitive Bids (if any) .....	None
B4.	Lowest Bid Amount (if bid) .....	NA
B5.	If Board waived bids, show Agenda Date .....	
	and Agenda Item Number .....	NA
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph) .....	

F1.	Fund Number .....	1930
F2.	Department Number .....	054
F3.	Line Item Account Number .....	7460
F4.	Project Number (if applicable) .....	119900
F5.	Program Number (if applicable) .....	1750
F6.	Org Unit Number (if applicable) .....	NA
F7.	Payment Terms .....	Monthly

V1.	Auditor-Controller Vendor Number .....	313257
V2.	Payee/Contractor Name .....	Geosyntec Consultants, Inc
V3.	Mailing Address .....	924 Anacapa Street, Suite 4A
V4.	City State (two-letter) Zip (include +4 if known) .....	Santa Barbara, CA 93101
V5.	Telephone Number .....	(805) 897-3800
V6.	Vendor Contact Person .....	Mark Grivetti
V7.	Workers Comp Insurance Expiration Date .....	4/1/2017
V8.	Liability Insurance Expiration Date .....	4/1/2017
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff) .....	

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

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

Date: 11/9/16 Authorized Signature: Holly Kenzi

## 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, Inc. with an address at 924 Anacapa Street, Suite 4A, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

### 1. DESIGNATED REPRESENTATIVE

Imelda A. Cragin at phone number (805) 882-3613 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Mark Grivetti at phone number (805) 979-9135 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Mr. Mark A. Schleich, County of Santa Barbara, 109 E. Victoria Street, Suite 100, Santa Barbara, CA 93101 (805) 882-3601

To CONTRACTOR: Mr. Mark Grivetti, Geosyntec Consultants, Inc., 924 Anacapa Street, Suite 4A, Santa Barbara, CA, (805) 889-8689

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### 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 December 13, 2016 and end performance upon completion, but no later than January 1, 2018 unless otherwise directed by COUNTY or unless earlier terminated.

### 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, 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**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**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. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, 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. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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 of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. 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 principles. 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. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. 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.

#### **17. 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.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. 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, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the

term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **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 or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- 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.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services 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 affect any right or remedy which COUNTY may have in law or equity.

## 20. 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.

## 21. 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.

## 22. 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.

## 23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. 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.

**25. 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.

**26. 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.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its 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 is 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.

**28. CALIFORNIA LAW AND JURISDICTION**

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.

**29. 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.

**30. AUTHORITY**

All signatories and 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.



31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. 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, 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: \_\_\_\_\_

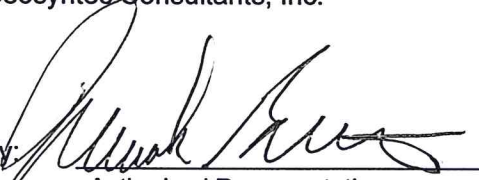
**RECOMMENDED FOR APPROVAL:**

Public Works Department

**CONTRACTOR:**

Geosyntec Consultants, Inc.

By:   
Department Head

By:   
Authorized Representative

Name: Mark Grivetti

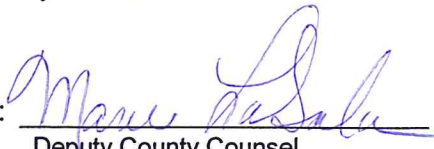
Title: Vice President

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy County Counsel

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

EXHIBIT A

STATEMENT OF WORK

Contractor shall provide regulatory compliance consulting services as set forth in the Contractor's proposal dated November 4, 2016 included as Attachment A-1, herein incorporated by reference.

Mark Grivetti, Brandon Steets, Jeffery Zukin and Adam Questad shall be the individuals personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

**Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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ATTACHMENT A-1



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

November 4, 2016

Ms. Imelda Cragin  
Resource Recovery and Waste Management Division  
Santa Barbara County  
130 E. Victoria Street, Suite 100  
Santa Barbara, CA 93101

**Reference: Proposal for Regulatory Compliance Consulting Services for Various County  
of Santa Barbara Solid Waste Facilities**

Dear Ms. Cragin:

Geosyntec Consultants Inc. (Geosyntec) is pleased to present this proposal to support the Resource Recovery and Waste Management Division (RRWMD) on various tasks related to County of Santa Barbara (County)-owned landfills and solid waste recycling and transfer station sites in Santa Barbara County. Our proposal is based on discussions with the County and our current understanding of the level of effort needed on each task. Listed below are the tasks, along with assumptions regarding the level of effort and costing for each task.

**Task 1 – Groundwater Monitoring Report Support**

Geosyntec will provide specific support to RRWMD in the preparation of groundwater monitoring reports for the Tajiguas Landfill (TL), Ballard Canyon Closed Landfill (BCCL), Santa Ynez Airport Closed Landfill (SYACL), Foxen Canyon Closed Landfill (FCCL), and the New Cuyama Closed Landfill (NCCL). We anticipate the following scope of work:

- Task 1a. Prepare a single Microsoft Access database that includes tabs for each of the five sites listed above. The database will be populated using Electronic Data Deliverable (EDD) from the laboratory with groundwater chemistry data from the last 5 years. Data will include VOC (EPA Method 8260) analytes, five to ten general mineral parameters, and five to ten dissolved mineral/metals parameters. The database will be designed to be updated regularly with new data from each future monitoring round.

Cost for Task 1a. \$8,500. Costs for Task 1a assume:

- RRWMD provides consistent EDDs in EXCEL from a single lab.

- Geosyntec to prepare database during the next round of data collection. RRWMD staff to update database thereafter.

Task 1b. Prepare a site plan and groundwater gradient map for each of the five sites. The site plan will show site boundaries and monitoring well locations. The groundwater gradient map will show groundwater level contours or, if more appropriate, groundwater flow direction information. The groundwater gradient map as ArcGIS will be prepared on a semi-annual basis (10 maps).

Cost for Task 1b. \$7,500. Costs for Task 1b assume:

- County will transfer to Geosyntec current site maps and that adequate site information, including survey data for monitoring wells and site boundaries, are available.
- Task 1c. Provide a level of support effort to RRWMD staff to help maintain the database forward. Geosyntec will transfer all data base files and ARC GIS files to the RRWMD once completed. Geosyntec assumes a certain amount of support will be necessary to setup the files in the County system and interface with RRWMD staff on questions regarding the systems.

Cost for Task 1c. \$3,500.

- Task 1d. Report Review. Geosyntec will review current County reports and RWQCB M&RPs for each of the five landfills and prepare recommendations for report format modifications. Geosyntec will focus on stream lining or simplifying the report formats so that the reports are easier to prepare, as well as easier to review. Recommendations will be presented in a technical memorandum.

Cost for Task 1d. \$8,000

Total Cost for Task 1: \$27,500

## **Task 2 – Industrial Stormwater Compliance Support**

Geosyntec will provide stormwater-related technical consulting support to RRWMD related to compliance with the Industrial General Permit (IGP) and Santa Barbara Channelkeeper (SBCK) Consent Decree including:

- Development of a background or non-industrial stormwater sampling plan and results analysis for Tajiguas Landfill;

- Level 1 Exceedance Response Action (ERA) Report development, Stormwater Pollution Prevention Plan (SWPPP) revisions, Annual Facility Evaluation support, and SBCK Action Plan development for the South Coast Recycling and Transfer Station (SCRTS); and
- Miscellaneous as-needed IGP compliance support for all RRWMD IGP-covered facilities.

The proposed scope of work is as follows:

- Task 2a. To present a credible case that either background or non-industrial sources were the cause of IGP numeric action level (NAL) exceedances at the Tajiguas Landfill, background or non-industrial runoff and uncomingled industrial runoff samples are needed. The results would need to show that background or non-industrial runoff exceeds NALs and uncomingled industrial runoff does not. Geosyntec will provide a sampling plan that identifies number of sampling locations, number of sampling events, sampling locations, sample collection procedures, analytical parameters (which may include filtered and unfiltered analyses to better inform pollutant source), and QAQC considerations. Geosyntec will then review monitoring results and provide a memo summarizing and interpreting results, comparing results to published literature on natural background and/or non-industrial runoff concentrations, and that outlines a recommended path forward with respect to the background and/or non-industrial source demonstration pathways.

Cost for Task 2a. \$10,300. Costs for Task 2a assume:

- RRWMD staff will perform all sample collection and communication with laboratories.
- Lab analysis cost not included.
- Site visit or in person meetings not included.
- For both the sampling plan and the summary memo deliverables, one draft and final document will be submitted, providing two weeks for RRWMD review.
- This task includes initial development of the background or non-industrial source demonstration portion of the Level 2 ERA Report, but does not include finalization of these portions of the Level 2 ERA Report.

- Task 2b. A Level 1 ERA Evaluation was performed by Geosyntec for the SCRTS facility on September 28, 2016. Geosyntec will develop a Level 1 ERA report to summarize the results of this evaluation and provide BMP recommendations and SWPPP revisions targeting the pollutants exceeding the NALs. This report will include necessary components outlined in the IGP including a specific evaluation of each NAL-exceeding pollutant.

Cost for Task 2b. \$7,100. Costs for Task 2b assume:

- One draft and one final report (limited to a maximum 10 page memo format) will be submitted, providing two weeks for RRWMD review.
  - Site visit or in person meetings not included.
  - Review of Level 1 reports for other County IGP facilities not included, but could be added for an additional fee.
- Task 2c. Geosyntec will update the existing SWPPP for the SCRTS facility to include updated BMPs, reporting, sampling, and maintenance activities occurring or planned at the facility based on requirements of the Consent Decree and the recommendations in the Level 1 ERA report. The existing SWPPP will also be updated to include all required components listed in the IGP SWPPP checklist including additional minimum and advanced BMP details, a more descriptive monitoring plan, an updated site map, a refined pollutant source assessment, and other miscellaneous requirements.

Cost for Task 2c. \$12,800. Costs for Task 2c assume:

- The existing SWPPP will be provided to Geosyntec in a word document.
- All necessary Geographic Information System (GIS) files will be provided by RRWMD.
- One draft and one final SWPPP will be submitted, providing two weeks for RRWMD review.
- Site visit or in person meetings not included.
- Review of SWPPPs for other County IGP facilities not included, but could be added for an additional fee.

- Task 2d. To assist RRWMD staff in completing the Annual Comprehensive Facility Compliance Evaluation as required by the IGP, Geosyntec will advise RRWMD staff on what evaluations and inspections to perform, as well as what documentation needs to be provided to both State regulators and SBCK.

Cost for Task 2d. \$2,200. Costs for Task 2d assume:

- RRWMD staff will perform the actual evaluation.
- Site visit or in person meetings not included.
- Task 2e. If an advanced BMP is implemented at the SCRTS Facility as outlined in the Consent Decree and IGP discharge samples continue to exceed the Numeric Levels in the Consent Decree (samples are only valid if collected during a storm equal to or less than the design storm), an Action Plan must be submitted by August 1 following the reporting year. Geosyntec will work with RRWMD staff to evaluate sample results and begin preparing the Action Plan if it is required.

Cost for Task 2e. \$5,400. Costs for Task 2e assume:

- This task is only relevant if an advanced BMP is implemented during this fiscal year.
- This task includes initial development of the draft Level 2 ERA Action Plan, but does not include finalization of this plan.
- Site visit or in person meetings not included.
- Task 2f. During the 2016/2017 wet season, Geosyntec will provide as-needed consulting support to RRWMD staff regarding miscellaneous IGP and Consent Decree compliance issues at any of the County's IGP-covered facilities. To help the County comply with and track nuances and emerging issues of the IGP and the Consent Decree, questions may arise regarding sampling plans, interpretation and evaluation of sampling results, BMP recommendations (e.g., to address existing or new NAL exceedances), pollutant source assessments, and/or reporting requirements. Geosyntec will be available for telephone and/or in-person meetings, development of recommendation memos, or review of draft County reports, as-requested and as budget allows.

Cost for Task 2f. \$15,000.



Total Cost for Task 2: \$52,800

For tracking purposes, the following table is provided to summarize the County's IGP or Consent Decree-required deliverables for each facility relative to this scope of work. Empty cells indicate required deliverables that are not addressed by this scope of work, therefore County would need to address internally or through a change order.

IGP/Consent Decree-Required Submittals	Facility		
	SCRTS	FCCL	TL
2016 Level 1 Report	Included		
2017 Action Plan to SBCK (if needed)	Initial data analysis/reporting included, but complete Action Plan not included	N/A	N/A
2017 Level 1 ERA Evaluation and Report (if new NAL exceedances occur in 2016/17)			
2017 Level 2 ERA Action Plan			Background or Non-Industrial Sampling Plan and results memo for source demonstration (complete Action Plan not included)

**Task 3 – Ballard Canyon Closed Landfill Feasibility Study Updates**

Geosyntec will provide additional support to RRWMD in the preparation of groundwater monitoring reports for the BCCL. We anticipate the following scope of work:

- Task 3a. Prepare updated plume map for 2 semiannual reports. Using the GIS base map figure prepared under Task 1b for the BCCL, Geosyntec will update the plume map for 2 groundwater monitoring reports. Cis-1,2,-DCE is the major VOC of concern at the BCCL; therefore, it is proposed that a map showing the 6 ug/l contour for cis-1,2,-DCE (MCL) be prepared.

Cost for Task 3a. \$750.

- Task 3b. Provide level of effort support to RRWMD staff relating to analysis of trends, plume stability, and alternatives analysis. VOC concentration trend analyses will be performed after the second semi-annual monitoring event is completed. The objective of the trend analyses is to comply with current Feasibility Study (FS) recommendations. The

concentration trend analyses will be performed for selected VOCs at selected monitoring locations to evaluate the occurrence of increasing, decreasing, or stable concentration trends. The analyses will be performed by plotting VOC concentrations versus time using EXCEL software. A short technical memorandum will be prepared summarizing trend analyses results.

Cost for Task 3b. \$5,000

- Task 3c. Level of effort support to address RWQCB issues related to the FS and site conditions.

Cost for Task 3c. \$3,000

Total Cost for Task 3: \$8,750.

#### **Task 4 – Tajiguas Landfill Waste Acceptance Policy Development Update**

Geosyntec will prepare a draft Waste Acceptance Policy (WAP) for the TL. The plan will build on the recently prepared draft Soil Acceptance Plan (draft SAP) prepared by Geosyntec. The WAP will provide clarity regarding the types of wastes the facility will accept. Specifically, the plan will be designed to establish an updated process for determining whether wastes can be accepted at the TL. The plan will build on both the draft SAP, as well as other WAPs in the State (e.g. the County of Sacramento Solid Waste Acceptance Policy dated January 2014). The following scope of work is envisioned in preparing the draft WAP:

- Review relevant site specific data including the Site's WDRs, M&RP, JTD and other similar documents.
- Research other WAP documents for similar landfills in the same RWQCB jurisdiction, and elsewhere, as relevant.
- Gather input from RRWMD staff regarding issues/needs for the WAP relevant to the TL.
- Based on the data obtained, Geosyntec will prepare a draft WAP for RRWMD review. Geosyntec will address and incorporate one round of review comments by RRWMD into a final document.

Total Cost Task 4: \$23,000.

Ms. Cragin  
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**Task 5 – M&RP Analysis for Santa Ynez Airport Closed Landfill**

Geosyntec will review the current groundwater monitoring program for the SYACL and prepare a technical memorandum presenting recommendations for monitoring program modifications. Modifications that will be considered include: (1) removal of selected wells currently being monitored; (2) adjustments in sampling intervals (i.e., semi-annual versus annual); and (3) changes in the laboratory testing program. All proposed modifications will be supported by clear technical rationale.

Total Cost Task 5: \$3,500.

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### Terms and Conditions

We assume that the proposed services will be conducted under the terms and conditions of a board of supervisors' contract between Geosyntec and the County. The scope of work under this contract will be completed by January 1, 2018. The total estimated costs for the work are:

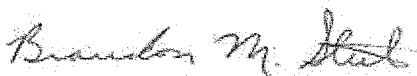
Task	Cost
1 - Groundwater Monitoring Report Support	\$27,500
2 - Industrial Stormwater Compliance Support	\$52,800
3 - Ballard Canyon Closed Landfill Feasibility Study Updates	\$8,750
4 - Tajiguas Landfill Waste Acceptance Policy Development Update	\$23,000
5 - M&RP Analysis for Santa Ynez Airport Closed Landfill	\$3,500
Total	\$115,550

This proposal is valid for 60 days. Geosyntec continues to appreciate the opportunity to work with the RRWMD on this project. Please contact us if you have questions.

Sincerely,  
Geosyntec Consultants, Inc.



Mark Grivetti, P.G., C.E.G., C.Hg.  
Senior Principal Hydrogeologist



Brandon Steets, P.E., QISP ToR  
Senior Principal

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 115,550.
- 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.
- 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 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 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.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Greyling Ins. Brokerage/EPIC, 3780 Mansell Road, Suite 370, Alpharetta, GA 30022. CONTACT NAME: Carly Underwood, PHONE: 770.552.4225, FAX: 866.550.4082, E-MAIL ADDRESS: carly.underwood@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Union Fire Ins. Co. (NAIC # 19445), INSURER B: New Hampshire Ins. Co. (23841), INSURER C: Allianz Underwriters Ins. Co. (36420), INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: 16-17 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation, and Professional/Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) County of Santa Barbara and its officers, officials, employees, agents and volunteers are named as Additional Insureds with respects to General Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. (See Attached Descriptions)

CERTIFICATE HOLDER: County of Santa Barbara, 130 E. Victoria St., Suite 200, Santa Barbara, CA 93101. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

## DESCRIPTIONS (Continued from Page 1)

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

### Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 4/1/2016 forms a part of Policy No. 15893710

Issued to GEOSYNTEC CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

