

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
BETWEEN COUNTY OF SANTA BARBARA AND GEOSYNTEC CONSULTANTS, INC. (BC-19-353)**

This Amendment (hereinafter referred to as "Amendment No. 1") to the Agreement of Services of Independent Contractor (hereinafter referred to as "Agreement") is entered into between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY"), and Geosyntec Consultants, Inc., having its principal place of business at 2100 Main Street, Suite 150, Huntington Beach, CA 92648 (hereinafter referred to as "CONTRACTOR") with reference to the following:

**WHEREAS**, the parties hereto, on August 13, 2019, entered into an Agreement (BC-19-353) for all work identified in the Agreement; and

**WHEREAS**, Section 25, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the Agreement may be altered, amended or modified by an instrument in writing by the COUNTY and CONTRACTOR; and

**WHEREAS**, COUNTY and CONTRACTOR desire to amend the text of **EXHIBIT A, STATEMENT OF WORK** and **EXHIBIT B, PAYMENT ARRANGEMENTS** to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY AND CONTRACTOR agree to amend the Agreement as follows:

1. The text of the first paragraph of **EXHIBIT A, STATEMENT OF WORK**, shall be deleted and replaced with the following:

Contractor shall provide construction quality assurance services as set forth in the Geosyntec Consultants, Inc. "Proposal for Construction Quality Assurance Services, Tajiguas Landfill Phase 3 Part 2 Partial Final Closure & Groundwater Protection System Phase IIIE" dated June 14, 2019. The detailed scope of work is stipulated in Attachment A-1 and is incorporated by reference. Geosyntec Consultants, Inc. Fee Estimate for proposed services is provided in Attachment A-2 and is incorporated by reference. Contractor shall provide additional services as set forth in the Geosyntec Consultants, Inc. "Change Order Request #1 – CQA Services to Support Construction of the Phase 3 Part 2 Partial Final Closure and Phase IIIE Groundwater Protection System" dated March 4 Rev. April 14, 2020, incorporated by reference as Attachment A-3.

2. Add Attachment A-3 to **EXHIBIT A. STATEMENT OF WORK**.
3. The text of **EXHIBIT B, PAYMENT ARRANGEMENTS**, Periodic Compensation (with attached Schedule of Fees), **SECTION A** shall be deleted and replaced by the following:
  - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 180,625.

4. **Ratifications**. The terms and provisions set forth in this Amendment No. 1 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 1, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

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Amendment No. 1 to Agreement for Services of Independent Contractor between the County of Santa Barbara and Geosyntec Consultants, Inc (BC-19-353)

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: \_\_\_\_\_  
Gregg Hart, Chair  
Board of Supervisors

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

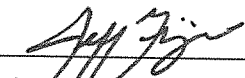
**RECOMMENDED FOR APPROVAL:**

Santa Barbara County Public Works  
Department

**CONTRACTOR:**

Geosyntec Consultants, Inc.

By: \_\_\_\_\_  
Scott D. McGolpin, Director  
Director of Public Works

By:  \_\_\_\_\_  
Authorized Representative

Jeff Fijalka

Name: On behalf of Mark Grivetti

Title: Senior Principal

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Ray Aromatorio, ARM, AIC  
Risk Manager

By: \_\_\_\_\_  
Risk Management

**ATTACHMENT A-3**



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Huntington Beach, California 92648  
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FAX 714.969.0820  
[www.geosyntec.com](http://www.geosyntec.com)

4 March 2020  
Revised 14 April 2020

Mr. Todd Curtis, P.E.  
Santa Barbara County Department of Public Works  
Resource Recovery & Waste Management Division  
130 E. Victoria Street, Suite 100  
Santa Barbara, CA 93101

**Subject: Change Order Request #1 – CQA Services to Support Construction of the Phase 3 Part 2 Partial Final Closure and Phase III E Groundwater Protection System  
Tajiguas Sanitary Landfill  
Goleta, California**

Dear Mr. Curtis:

The County of Santa Barbara Board of Supervisors previously authorized the signing of an Independent Contractor Services Agreement between the County of Santa Barbara (County) and Geosyntec Consultants (Geosyntec) for Construction Quality Assurance (CQA) services during construction of the Phase 3 Part 2 Partial Final Closure and Phase III E Groundwater Protection System at Tajiguas Sanitary Landfill (the Project). As documented in County File Reference No. 19-00691, this authorization included a base contract amount of \$160,625 for CQA services, with provisions for an additional contingency amount of \$16,000 to be released pending approval by the Public Works Director.

Due to changes in the construction schedule, and requests by the County for CQA observation of geosynthetic repairs that were outside the original project scope, Geosyntec incurred additional expenses during the course of the Project. Per your request, we have prepared this Change Order Request to provide an itemization of additional costs associated with the CQA program. We understand that this itemization will be used in support of a release of the contingency amount and an additional authorization over and above the contingency to allow for completion of the project CQA Reports and preparation of memos to document out-of-scope liner and cover repairs observed by Geosyntec.

## **ITEMIZATION OF ADDITIONAL COSTS**

### **Extended Project Duration**

Geosyntec's proposal for CQA services, submitted to the County on 14 June 2019, was based on an anticipated project duration of 60 continuous working days (12 weeks), as was stipulated in the Request for Proposal issued by the County. The actual duration of construction spanned a total of 17 weeks, starting the week of 14 October 2019, and ending with the completion of PCS placement at the Phase III E liner on 7 February 2020. Reasons for the general contractor's extended work duration include the following:

- Multiple seasonal precipitation events, which left portions of the Project area too wet for construction activity, and led to some re-work;
- Contractor production, and sequencing of earthwork and geosynthetics operations.

Additionally, requests were made by the County for observation of geosynthetic repair work at the previously completed Phase 2 Cover, Phase IIA/IIB Liner, and the Phase IIC liner area. This work was outside the scope of the original authorization.

Due to the extended construction duration and these additional requests, Geosyntec performed onsite observation on a total of 71 days and thus requests an increase in budget to account for 8 hours per day for each of the additional 11 days, or 88 additional hours of CQA monitor time, and an additional 14 hours for project management activities.

In addition to the labor hours cited for onsite observation and project management efforts, the schedule extension resulted in a total of 104 days over which lodging, per diem, and vehicle expenses were incurred. This exceeds the originally budgeted 84 days by 20 additional days.

### **De-mobilization during Christmas Holiday**

Construction activities were put on hold for approximately 12 days over the Christmas holiday due to rain events and excessive moisture onsite. Geosyntec incurred 16 hours of travel time for the CQA monitor's de-mobilization and re-mobilization as a result of this delay.

### **Overtime Hours**

The original budget prepared by Geosyntec was based on an anticipated standard 8-hour workday and did not include any overtime. Throughout construction, Contractor

operations often required the CQA monitor to be onsite for additional time each day. A total of 60 additional hours of CQA monitor effort at an overtime rate was incurred.

### **Documentation of Out-of-Scope Repair Work**

Geosyntec will prepare a separate letter memo with photographs to document observations made during the repair work performed at the Phase II Cover, Phase IIA/IIB Liner, and Phase IIC Liner. Preparation of these three brief letter memorandums is anticipated to require approximately 16 hours of Senior Staff Engineer effort and 8 hours of Project Manager effort.

**Summary of Additional Costs**

The table below presents a summary of the originally budgeted hours and associated costs along with the additional costs in each area.

	<b>Originally Budgeted Hours</b>	<b>Additional Hours</b>	<b>Additional Direct Costs</b>
<b>CQA Observation</b>	480	88	\$7,380 (direct costs for 20 additional days)
De-mobilization_during Christmas Holiday	0	16	N/A
<b><u>CQA Monitor</u></b> Overtime Hours	0	60	N/A
Documentation of_Out-of-Scope Repair Work	0	24	N/A
<b>Miscellaneous Engineering Support</b>	36	12	N/A
<b>Project Management</b>	132	14	N/A

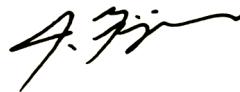
## BUDGET

In light of the additional project costs identified herein, Geosyntec requests authorization of an additional \$20,000 to complete the CQA Reports identified in the original Scope of Work and to document out-of-scope cover and liner repairs that were observed during the course of the Project. All charges will be billed on a time and material basis. The requested amount is in addition to previously approved contingency and assumes that the \$16,000 contingency fund will be released by Public Works. A breakdown of the estimated additional costs is provided in the attached Table 1, and additional field expenses are identified in Table 2.

## CLOSURE

We look forward to continuing to work with Santa Barbara County on this project. If you have questions please contact Jeff Fijalka at 714-465-1236 or [jfijalka@geosyntec.com](mailto:jfijalka@geosyntec.com).

Sincerely,



Jeff Fijalka, P.E.  
Project Engineer



Chris Conkle, P.E., G.E.  
Senior Engineer



**TABLE 1  
 COST ESTIMATE BREAKDOWN FORCHANGE ORDER REQUEST  
 PHASE 3 PART 2 PARTIAL FINAL CLOSURE AND PHASE IIIE GROUNDWATER PROTECTION SYSTEM  
 TAJIGUAS SANITARY LANDFILL  
 SANTA BARBARA COUNTY, CALIFORNIA**

TASK NUMBER	TASK/SUBTASK TITLES	LABOR CATEGORY AND RATE														TOTAL	
		CQA PROJECT DIRECTOR \$256	CQA PROJECT MANAGER \$192	CQA MONITOR (NON PREVAILING WAGE) \$100	CQA MONITOR (NON PREVAILING WAGE- OVERTIME) \$143	SENIOR STAFF PROFESSIONAL \$148	CQA MONITOR TRAVEL \$100	ADMINISTRATION \$70	WORD PROCESSOR \$56	SUBTOTAL LABOR	COMMUNICATION FEE (3% of Professional Fees)	SPECIALIZED COMPUTER APPLICATIONS (\$15 per hour)	FIELD EXPENSES (1)	LABORATORY TESTING EXPENSES (1),(3) (includes 12% markup)	MISC. EXPENSES(2)		SUBTOTAL DIRECT EXPENSES
1	Construction Observation Services			88	60		16			\$18,990	\$570		\$7,380		\$7,950	\$26,940	
2	Laboratory Testing									\$0	\$0				\$0	\$0	
3	Project CQA Management		12					2		\$2,444	\$73				\$73	\$2,517	
4	Preparation of CQA (3) Memos		8			16				\$3,904	\$117				\$117	\$4,021	
5	Engineering Support	2	10							\$2,432	\$73				\$73	\$2,505	
	<b>SUBTOTAL</b>									\$27,770	\$833	\$0	\$7,380	\$0	\$0	\$8,213	\$35,983
	Less Reserved Contingency																(\$16,000)
	<b>TOTAL ADDITIONAL REQUEST</b>																\$19,983

- (1) A detailed breakdown for field expenses is provided in Table 2.
- (2) Miscellaneous expenses include reproduction costs and/or shipping costs.
- (3) Markup applies only to subcontract services

**TABLE 2**  
**FIELD EXPENSE BREAKDOWN (CONSTRUCTION OBSERVATION)**  
**PHASE 3 PART 2 PARTIAL FINAL CLOSURE AND PHASE IIIE GROUNDWATER PROTECTION SYSTEM**  
**TAJIGUAS SANITARY LANDFILL**  
**SANTA BARBARA COUNTY, CALIFORNIA**

<b>FIELD EXPENSES</b>	<b>UNIT</b>	<b>RATE (incl. 12% markup where applicable)</b>	<b>QUANTITY</b>	<b>COST</b>
Nuclear Gauge	monthly	\$800	0	\$0
Miscellaneous Field Expenses	NTE	\$1,000	0	\$0
Lodging <sup>(1)</sup>	day	\$168	20	\$3,360
Per Diem (Meals) <sup>(1)</sup>	day	\$76	20	\$1,520
Rental Truck	day	\$125	20	\$2,500
Mileage for Biweekly site visits	miles	\$0.58	0	\$0
<b>TOTAL</b>				<b>\$7,380</b>

(1) 2019 US GSA Rates (www.gsa.gov)