

**COPY**

**AMENDMENT NO. 2 TO THE  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH  
Geosyntec Consultants for Construction Management of the Toro Canyon Oil/Water  
Replacement Project I (BC No. 23-173, Project No. WA8231)**

Pursuant to Paragraph 25 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on October 17, 2023, as BC No. 23-173 between the **County of Santa Barbara** (hereafter COUNTY), and **Geosyntec Consultants**, having its principal place of business **924 Anacapa Street, STE 4A, Santa Barbara, CA 93101** (hereafter CONTRACTOR), the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. **Paragraph 4 (TERM) of the AGREEMENT is hereby amended to read:**

CONTRACTOR shall commence performance on October 17, 2023 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by COUNTY or unless terminated earlier.

2. **Exhibit A, Statement of Work is hereby amended to include:**

Work as described in the attached Statement of Work from CONTRACTOR, attached as **EXHIBIT A1** incorporated by this reference.

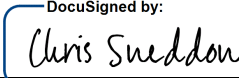
3. **Exhibit B, paragraph A and C are hereby amended to read**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$540,583**.
- C. 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 and EXHIBIT A1** 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** (Schedules 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 and EXHIBIT A1**.

In all other respects, the AGREEMENT remains unchanged and in full effect.

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

**COUNTY OF SANTA BARBARA**

By:   
Chris Sneddon, Public Works Director

Date: 8/28/2024 | 10:37 AM PDT

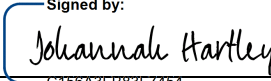
**CONTRACTOR:  
GEOSYNTEC CONSULTANTS**

By:   
Authorized Representative

Name: Maygan Cline  
Title: vice President

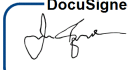
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
C156A3FB83F7454...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
DocuSigned by:  
6BAAEA15901943F...  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

By:   
Signed by:  
63A87AB798BA4D7...  
Risk Management

**EXHIBIT A1****TRANSMITTAL LETTER**

1 August 2024

Cathleen Garnand  
County of Santa Barbara  
123 East Anapamu Street  
Santa Barbara, California, 93101

**Subject: Construction Management for Toro Canyon Project**  
**Contract: BC23-173**  
**Additional Services Scope and Budget – OWS Installation, Dewatering and Field Inspections**

Follow up to our discussions during our July 2024 meetings, we prepared this description of additional scope and budget request to address the additional effort associated with dewatering for the Oil Water Separator (OWS) installation and field inspections.

This scope revision and budget is provided for additional construction management services during the OWS excavation and installation, in anticipation of additional time for dewatering activities. ICS, the contractor, has provided an estimate of the extended construction days to address the dewatering and associated activities. This includes the pilot study to assess the dewatering needs, as well as the actual excavation for the installation of the OWS. Geosyntec, as the County's Construction Manager (CM), will require additional funding for our personnel to be present onsite during the extended construction days as shown in the attached cost estimate.

The additional cost for the above-described scope of work is \$44,578. Added costs for any additional scope changes will be addressed in future change order requests.

Geosyntec is committed to continuing our record of value-added consulting the County has come to expect from us over the last 20 plus years. From our local office, we will be responsive to you as well as responsible stewards of your investment in this project.

Sincerely,



David Oliver  
Senior Construction Manager  
805-588-5588  
[doliver@geosyntec.com](mailto:doliver@geosyntec.com)



Maygan Cline, P.G. (CA)  
Senior Principal Geologist  
805-979-9130  
[mcline@geosyntec.com](mailto:mcline@geosyntec.com)

**Cost Estimate, 1 August 2024**

## Toro Canyon OWS Installation

## Dewatering and Field Inspections

*Prepared by Jerko Kocijan/Dylan Kitao*

Labor Hours	Tasks #	Pilot study support (2 field days at 8 hour per day plus engineer and PM support		OWS Inspections (21 field days at 8 hour per day + engineer and PM support)		TOTAL	
PERSONNEL SERVICES	Labor Rates	HRS	COST	HRS	COST PER DAY	HRS	COST
Senior Principal	\$ 285		\$ -		\$ -	0	\$ -
Principal	\$ 264	8	\$ 2,112	10	\$ 2,640	18	\$ 4,752
Senior Professional	\$ 244	2	\$ 488	12	\$ 2,928	14	\$ 3,416
Project Professional	\$ 216		\$ -	8	\$ 1,728	8	\$ 1,728
Senior Staff	\$ 170	16	\$ 2,720	168	\$ 28,560	184	\$ 31,280
Senior Designer	\$ 185		\$ -		\$ -	0	\$ -
CM Field Representative	\$ 192		\$ -		\$ -	0	\$ -
Clerical/Admin	\$ 63		\$ -	4	\$ 252	4	\$ 252
<b>TOTAL DIRECT LABOR</b>		<b>26</b>	<b>\$ 5,320</b>	<b>202</b>	<b>\$ 36,108</b>	<b>228</b>	<b>\$ 41,428</b>
<b>TRAVEL</b>	<b>\$/UNIT</b>	<b>AMT</b>	<b>COST</b>	<b>AMT</b>	<b>COST</b>	<b>AMT</b>	<b>COST</b>
Rental Car	\$ 150	0	\$ -	21	\$ 3,150	21	\$ 3,150
<b>TOTAL COST</b>							<b>\$ 44,578</b>



**AMENDMENT NO. 1 TO THE  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH  
Geosyntec Consultants for Construction Management of the Toro Canyon Oil/Water  
Replacement Project I (BC No. 23-173, Project No. WA8231)**

Pursuant to Paragraph 25 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on October 17, 2023, as BC No. 23-173 between the **County of Santa Barbara** (hereafter COUNTY), and **Geosyntec Consultants**, having its principal place of business **924 Anacapa Street, STE 4A, Santa Barbara, CA 93101** (hereafter CONTRACTOR), the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. **Paragraph 4 (TERM) of the AGREEMENT is hereby amended to read:**

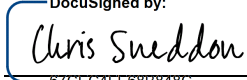
CONTRACTOR shall commence performance on October 17, 2023 and end performance upon completion, but no later than December 30, 2024 unless otherwise directed by COUNTY or unless terminated earlier.

In all other respects, the AGREEMENT remains unchanged and in full effect.

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

**COUNTY OF SANTA BARBARA**

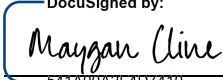
Chris Sneddon  
Public Works Director

By:   
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Date: 7/3/2024 | 2:35 PM PDT

**CONTRACTOR:**

**GEOSYNTEC CONSULTANTS**

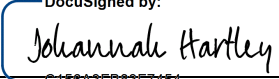
By:   
547A00A2F4D741B...  
Authorized Representative

Name: Maygan Cline

Title: Vice President

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
C156A3FB83F7454...  
Deputy County Counsel


**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
A93ED5BD71D04FB...  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

By:   
53A8AA9798BA4D7...  
Risk Management

## 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** with an address at 924 Anacapa Street, STE 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

Cathleen Garnand at phone number (805) 568-3561 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jerko Kocijan at phone number (805) 979-9148 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:	Walter Rubalcava, County of Santa Barbara, 130 E. Victoria Street, Santa Barbara, CA 93101
To CONTRACTOR:	Maygan Cline, Geosyntec Consultants, 924 Anacapa Street, STE 4A, Santa Barbara, CA 93101

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 October 17, 2023 and end performance upon completion, but no later than June 30, 2024 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.

**33. IMMATERIAL CHANGES**

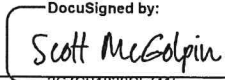
CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee in writing, and will not constitute an amendment to the Agreement.

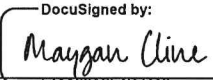
Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Geosyntec Consultants**.

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

**COUNTY OF SANTA BARBARA**  
Scott D. McGolpin  
Public Works Director

**CONTRACTOR:**  
Geosyntec Consultants

By:   
2C7CB1830C5741F...  
Date: 10/18/2023 | 3:31 PM PDT

By:   
541A00A2F4D7410...  
Authorized Representative  
Name: Maygan Cline  
Title: Vice President



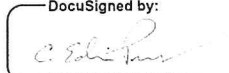
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
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Betsy M. Schaffer, CPA  
Auditor-Controller

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A39E05BD71D04FB...  
Deputy

**APPROVED AS TO FORM:**

Greg Mulligan, ARM  
Risk Manager

By:   
53A6AAB798BA4D7...  
Risk Management

EXHIBIT A  
STATEMENT OF WORK

Geosyntec<sup>®</sup>  
consultants

Construction Management Services  
For Toro Canyon Project - Additional Services  
County of Santa Barbara Project No. 720861 | 29 September 2023

1. TRANSMITTAL LETTER

1 September 2023  
(Revised 29 September 2023)

Walter Rubalcava  
County of Santa Barbara  
123 East Anapamu Street  
Santa Barbara, California, 93101

**Subject: Construction Management Services During Construction  
Toro Canyon Oil Water Separator Replacement Project  
Project No. 720861**

Follow up to the request from Santa Barbara County (the County) during our meetings in July and August 2023, this proposal presents Geosyntec Consultants (Geosyntec) proposed scope of services for construction management (CM), during-construction permitting support, and post-construction engineering services for the upcoming construction of the Toro Canyon Oil Water Separator Replacement project (Project). Our services for the Project to date, including design, permitting support, and pre-construction bid support have been performed under separate existing contract for Professional Design and Environmental Services.

The Scope of Work and Understanding of Project Deliverables are provided in the following sections, and the cost proposal is attached. This proposal was revised in line with the proposed construction schedule develop by a potential contractor.

Geosyntec is committed to continuing our record of value-added consulting that the County has come to expect from us over the last 20 plus years. From our local office, we will be responsive to you as well as responsible stewards of your investment in this Project.

Sincerely,



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## 2. PROJECT UNDERSTANDING

Toro Canyon Oil Water Separator (OWS) Replacement Project construction is expected to start in early November 2023. Construction is anticipated to be completed in four months, i.e., by late February 2024. The construction work is planned to include replacement of the existing concrete oil water separator, replacement of about 1,000-feet of below ground and above ground piping, removing the existing underground storage tank (UST), and installing a new aboveground storage tank (AST). The Project is located in a challenging construction area with limited access, especially to the upper portions of the Project area. The construction will occur in the areas used by adjacent residents/property-owners, either for access to their primary residence, or to access their avocado orchard. The Project also has a number of environmentally sensitive components, including the removal of the existing UST and removal of potentially impacts soils. To assist the County with managing the construction activities and potential interactions with local residents/property-owners, the County has requested Geosyntec to develop a proposal for full time onsite CM services, in addition to material testing, and other permit-related support and post-construction services as applicable.

## 3. SCOPE OF WORK

### 3A. Construction Management (CM) Services

As requested by the County, Geosyntec will provide CM, inspections and oversight, and material testing services during the construction activities. The Construction Manager will manage the scope, schedule, and budgetary aspects of the construction during the onsite activities. Geosyntec is proposing to have one full-time field representative onsite daily, with a principal engineer on site one to two day per week across the estimated 4-months (i.e., 85 field workdays) of construction. The construction management activities are anticipated to include the following:

- Conduct weekly construction meetings, starting with a kick-off meeting, including preparing agenda and minutes, and progress report;
- Lead site coordination (access, property owner coordination, monitoring “good neighbor” policy);
- Observe general contractor safety programs;
- Monitor construction standards and the use of proper construction techniques;
- Monitor contractor schedule and work phasing;
- Review contractor’s invoices for billed items and quantities;
- Process technical submittals for engineer’s approval, and review and respond to Requests for Information (RFIs) submittals. In our dual role as the Construction Manager and the Engineer-of-Record, Geosyntec will optimize the review of submittals, both in terms of duration to complete the review and the associated cost. Submittals will be reviewed within 3 working days.
- Manage and review contractor Request for Change (RFC) documentation and act as the intermediary between the County and the contractor. RFIs will be responded to within 3 working days.
- Oversee that the project is delivered per the intent of design, including document issues of non-conformance, if any, and work with the contractor to find appropriate/conforming resolution and document the methods implemented to resolve it;



- Perform quality assurance and quality control inspections, including procuring and coordinating field inspections and material testing including:
  - Soil compaction testing (estimated 10 site visits at 6 hours each, including travel)
  - Concrete reinforcing inspections (assumed 6 site visits at 4 hours each, including travel)
  - Concrete placement inspections (assumed 8 site visits at 8 hours each, including travel) and sample collection
  - Concrete cylinder collections and compression testing (assumed 8 sets of tests)
- Review contractor's as-built red-line drawings and maintain records to be used in the development of final as-built drawing set, as applicable.

### 3B. As-Built Drawings

Upon completion of the construction activities, Geosyntec will utilize the contractor's red-lined drawings (as reviewed by the CM) to prepare as-built drawings for the County records.

### 3C. Operation and Maintenance Manual Preparation

Upon completion of the construction activities, Geosyntec will prepare an operation and maintenance manual which will include the following:

- Description of the system with photographs of the key system elements
- Records of installed equipment as provided by the manufacturers
- Instructions (step-by-step) on operations of system elements
- Matrix of maintenance activities and recommend frequencies consistent with health and safety requirements

### 3D. Biological Construction Monitoring (Optional Work)

We understand that County has internal resource to address biological construction monitoring services, if needed, as well as other similar services that may be required according to project permits. As required, Geosyntec team can support County resources. Under this task Geosyntec team will provide as-needed support for biological construction monitoring. A qualified biologist will be available to perform various pre-construction clearance survey and biological monitoring tasks as required by the permits.

For budgeting purposes, we assumed 20 days of biological monitoring, i.e., about one-quarter of the total planned duration of the construction. All attempts will be made to utilized locally based staff and optimize the use of the budget. However, additional other direct costs (i.e., hotel and food per diem) has been added in case qualified staff who are familiar with Santa Barbara County resources but reside outside the area are needed to cover last-minute needs. Therefore, we will be able to utilize a greater qualified workforce to cover last- minute requests.

A separate scope and cost can be provided if additional support is needed beyond this estimated cost.

## 4. PROJECT DELIVERABLES UNDERSTANDING

The anticipated deliverables for the Project are as follows:

- Weekly construction meetings, including agenda and minutes;
- Project schedule updates;

- Daily field reports (submitted/uploaded to applicable platform within 48 hours);
- Processing material submittals, RFIs, and RFC packages; and
- Post-construction compilation of project records including CM daily field reports, construction meeting minutes, material submittals, RFIs, and red-line or as-built drawings.

## 5. COST

Geosyntec proposes to perform the above outlined scope of work on a time and materials basis with a not to exceed value of \$466,607, excluding optional work, or \$496,005, including optional work, as summarized in the following and presented in the breakdown table attached.

Task 1 – Construction Management Services – \$411,910

Task 2 – As-built Drawings – \$16,965

Task 3 - Operation and Maintenance Manual Preparation - \$26,809

OPTIONAL Task 4 – Biological Construction Monitoring (Optional) – \$40,320

The proposed cost will not be exceeded without consent of the County. Geosyntec will invoice the performed effort on monthly basis for subsequent payment by the County. Appendix A provides a by-task break down of the estimated costs, which is valid for 30 calendar days following the date of this letter proposal.

## 6. SCHEDULE

The construction duration is assumed to be 85 field workdays, based on the schedule received by the Contractor. The Project is assumed to start in early November 2023 and construction be completed by end of February 2024.

Cost Estimate, Revised 29 September 2023  
 Toro Canyon OWS Upgrade Project - Construction Management Services  
 County of Santa Barbara Public Works Dept - Transportation  
 Prepared by Hamid Amini/Derko Kocijan

Labor Hours	Tasks #	Task 1		Task 2		Task 3		Task 4		TOTAL		TOTAL	
		Construction Management Services		As-Built Drawings		Operation and Maintenance Manual Preparation		Biological Construction Monitoring		(Excluding Optional)		(Including Optional)	
		Labor Rates		HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST
<b>PERSONNEL SERVICES</b>													
Senior Principal		\$	285	44	\$ 12,540	8	\$ 2,280	8	\$ 17,100	52	\$ 74,976	52	\$ 17,100
Principal		\$	264	260	\$ 68,640	8	\$ 2,112	16	\$ 4,224	268	\$ 74,976	268	\$ 74,976
Senior Professional		\$	244	211	\$ 51,484					211	\$ 51,484	211	\$ 51,484
Project Professional		\$	216	16	\$ 3,456			24	\$ 5,184	16	\$ 3,456	16	\$ 3,456
Senior Staff		\$	170					80	\$ 13,600	0	\$ 0	0	\$ 0
Senior Designer		\$	185			60	\$ 11,100	4	\$ 740	60	\$ 11,100	60	\$ 11,100
CM Field Representative		\$	192	950	\$ 182,400					950	\$ 182,400	950	\$ 182,400
Clerical/Admin		\$	63	64	\$ 4,032					64	\$ 4,032	64	\$ 4,032
<b>TOTAL DIRECT LABOR</b>				<b>1545</b>	<b>\$ 322,552</b>	<b>76</b>	<b>\$ 15,492</b>	<b>132</b>	<b>\$ 26,028</b>	<b>1621</b>	<b>\$ 364,072</b>	<b>1621</b>	<b>\$ 364,072</b>
<b>TRAVEL</b>													
Vehicle (daily)		\$	150	125	\$ 18,750					125	\$ 18,750	125	\$ 18,750
Per Diem (daily)		\$	288	87	\$ 25,056					87	\$ 25,056	87	\$ 25,056
Satellite Phone (weekly)		\$	200	17	\$ 3,400					17	\$ 3,400	17	\$ 3,400
Consumables (weekly)		\$	200	17	\$ 3,400					17	\$ 3,400	17	\$ 3,400
<b>TOTAL TRAVEL</b>					<b>\$ 50,606</b>						<b>\$ 50,606</b>		<b>\$ 50,606</b>
<b>OTHER DIRECT COSTS</b>													
Inspections		\$	25,960	1	\$ 25,960					1	\$ 25,960	1	\$ 25,960
CAD Software Cost		\$	15		\$ -	60	\$ 900			60	\$ 900	60	\$ 900
Dudek		\$	36,000		\$ -					0	\$ -	1	\$ 36,000
<b>TOTAL DIRECT COSTS</b>					<b>\$ 25,960</b>		<b>\$ 900</b>		<b>\$ -</b>		<b>\$ 25,960</b>		<b>\$ 25,960</b>
Fee (ODCs Only)		12%			\$ 3,115		\$ 108		\$ -		\$ 3,223		\$ 3,223
<b>TOTAL ODCs</b>					<b>\$ 29,075</b>		<b>\$ 1,008</b>		<b>\$ -</b>		<b>\$ 30,083</b>		<b>\$ 30,083</b>
Communication Fee		3%			\$ 9,677		\$ 465		\$ 781		\$ 10,922		\$ 10,922
<b>SUM</b>					<b>\$ 411,910</b>		<b>\$ 16,965</b>		<b>\$ 26,809</b>		<b>\$ 455,684</b>		<b>\$ 455,684</b>
<b>TOTAL COST</b>											<b>\$ 466,607</b>		<b>\$ 496,005</b>



## EXHIBIT B

### PAYMENT ARRANGEMENTS

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

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 496,005.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or \$49,600.50.
- C. 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**.
- D. **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 DESIGNATED 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 receipt of correct and complete invoices or claims from CONTRACTOR.
- E. 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.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the County of Santa Barbara, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet website at <https://www.dir.ca.gov/?dslr/pwd/index.htm>

**ATTACHMENT B1**

**GEOSYNTEC CONSULTANTS  
RATE SCHEDULE  
Toro Canyon CM Services**

Staff Professional	\$145
Senior Staff Professional	\$170
Professional	\$192
Project Professional	\$216
Senior Professional	\$244
Principal	\$264
Senior Principal	\$285
Construction Management Field Representative	\$192
Senior Designer	\$185
Designer	\$153
Senior Drafter/Senior CADD Operator Drafter/	\$ 141
CADD Operator/Artist	\$ 127
Project Administrator	\$ 81
Clerical	\$ 62
Vehicle	\$150/day
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee Specialized	3% of Professional Fees
Computer Applications (per hour) Personal	\$ 15
Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .09

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.



## 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, its 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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

Indemnification and Insurance Requirements (For Professional Service Contracts) 2022 03 02

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.