

Contract Summary Form:

BC- \_\_\_\_\_ -07- \_\_\_\_\_ - \_\_\_\_\_

Complete the information below, print this form, obtain the signature of the authorized departmental representative, and submit this form to the Clerk of the Board with the contract package.

D1. Fiscal Year .....: 2006/2007 and 2007/2008
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's).....: 054 (054-05-02-1301-0 & 054-05-01-1050-0)
D3. Requisition Number.....: N/A
D4. Department Name.....: Public Works (RR&WM)
D5. Contact Person.....: Imelda Cragin
D6. Phone.....: (805) 882-3613

K1. Contract Type (check one): [ Y ] Personal Service [ ] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose .....: Construction Quality Assurance for Foxen Cyn Landfill Closure
K3. Original Contract Amount.....: \$137,004.00
K4. Contract Begin Date.....: 2/1/2007
K5. Original Contract End Date.....: 11/30/2007
K6. Amendment History (leave blank if no prior amendments):
K7. Department Project Number.....: 170011

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

F1. Encumbrance Transaction Code .....: N/A
F2. Current Year Encumbrance Amount.....: N/A
F3. Fund Number.....: 1930
F4. Department Number.....: 054
F5. Program Number (if applicable) .....: 1750
F6. Account Number .....: 7460
F7. Cost Center number (if applicable).....: N/A
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing).....: A 313257
V2. Payee/Contractor Name.....: GeoSyntec Consultants
V3. Mailing Address .....: 2100Main Street, Suite 150
V4. City State (two-letter) Zip (include +4 if known) .....: Huntington beach, CA 92648
V5. Telephone Number.....: (714) 969-0800
V6. Contractor's Federal Tax ID Number (EIN or SSN) .....:
V7. Contact Person.....: Matthew L. Darr
V8. Workers Comp Insurance Expiration Date.....: 3/31/2007
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) ..... 3/31/2007:
V10. Professional License Number.....: #
V11. Verified by (name of County staff).....:
V12. Company Type (Check one): [ ] Individual [ ] Sole Proprietorship [ ] Partnership [ Y ] Corporation

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

Date: 12/19/06 Authorized Signature: [Handwritten Signature]

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and GeoSyntec Consultants having its principal place of business at 2100 Main Street, Suite 150, Huntington Beach, California 92648 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** John Pet at phone number (805) 882-3625 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Matthew L. Darr at phone number (714) 969-0800 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY:                    John Pet, County of Santa Barbara, Department of Public Works, Resource Recovery & Waste Management Division, 130 E. Victoria Street, Suite 100, Santa Barbara, California 93101

To CONTRACTOR:    Matthew L. Darr, GeoSyntec Consultants, 2100 Main Street, Suite 150, Huntington Beach, California 92648

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

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on February 1, 2007 and end performance upon completion, but no later than November 30, 2007 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards

observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

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

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

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

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with

others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

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

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

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

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy,

to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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

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

COUNTY OF SANTA BARBARA

By: DO NOT EXECUTE THIS DRAFT COPY  
Chair, Board of Supervisors

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR  
GEOSYNTEC CONSULTANTS

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

By: \_\_\_\_\_  
SocSec or TaxID Number: \_\_\_\_\_

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

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

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

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

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



29 November 2006

Mr. John Pet  
Public Works Department  
County of Santa Barbara  
123 East Anapamu Street  
Santa Barbara, California 93101

Subject: Proposal for Construction Quality Assurance Services – Revision 1  
Foxen Canyon Landfill Final Closure  
Santa Barbara County, California

Dear Mr. Pet:

GeoSyntec Consultants (GeoSyntec) is pleased to provide this revised proposal for Construction Quality Assurance (CQA) for earthwork, concrete works, asphalt road construction, and related improvements for closure construction at the Foxen Canyon Landfill. This proposal is provided in response to your email Request for Proposal (RFP) dated 6 September 2006. The County of Santa Barbara Department of Public Works (DPW) is seeking a CQA Consultant to monitor that the closure construction at the Foxen Canyon Landfill is completed in general accordance with the contract and construction documents. In preparing this proposal, GeoSyntec has reviewed the following documents:

- *Proposal and Contract (Example) Documents, Foxen Canyon Landfill Final Closure*, prepared by County of Santa Barbara, Department of Public Works, dated 10 March 2006;
- *Notice to Contractors and Special Provisions, Foxen Canyon Landfill Final Closure*, prepared by County of Santa Barbara, Department of Public Works, dated 10 October 2006;
- *Addendum to Notice to Contractors and Special Provisions, Foxen Canyon Landfill Final Closure*, prepared by County of Santa Barbara, Department of Public Works; and

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- *County of Santa Barbara, State of California, Department of Public Works, Plans for the Construction of Foxen Canyon Landfill Final Closure, Project Number 170011, prepared by SCS Engineers, dated October 2006.*

The estimated cost for GeoSyntec to provide CQA services for closure construction of the Foxen Canyon Landfill is \$137,004.

## PROJECT UNDERSTANDING

The DPW has scheduled the earthwork, concrete, asphalt concrete road construction, and related improvements to essentially begin during the week of 16 April 2007 with an estimated project completion date of 7 September 2007. The DPW closure construction schedule is presented herein as Attachment A. The general CQA services required for the subject project includes monitoring and documenting the final grading and monolithic final cover construction, asphalt road construction, construction of concrete-lined vee-ditches, channels, and a sedimentation basins, appurtenant high-density polyethylene (HDPE) storm drains and corrugated steel flume installation, reinforced concrete masonry unit (CMU) splash and slough walls, landfill gas (LFG) management system improvements, and erosion control and revegetation. According to the estimated project schedule, the CQA work for this project will commence on or about 16 April 2007 and should be completed on or about 7 September 2007.

Based on the Engineer's Estimate provided by the DPW, presented herein as Attachment B, approximately 160,000 cubic yards of soil will be excavated from an on-site borrow area and placed as monolithic final cover soil during this closure construction project.





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The construction schedule provided in the contract documents assumes that the subject project will be completed within 120 working days (i.e., 24 weeks at five (5) days per week, eight (8) hours per day) with no weather delays. The first four (4) weeks of closure construction include time for contractor mobilization, signage, fencing, safety measures, and clearing and grubbing. Therefore it is GeoSyntec's opinion that no CQA personnel are need on site for the first four (4) weeks of closure construction. GeoSyntec will be on site full time during the remaining 20 weeks (i.e., 100 working days) of closure construction. The schedule provided in the contract documents was used to develop the CQA staffing plan proposed for the project and is detailed in Task 2 of the Scope of Work.

GeoSyntec will assign Mr. Steve Chickey, P.E., to be the CQA Project Manager and CQA Officer for field inspection and testing activities. By combining management and field activities into one staff, the overall cost to the project will be reduced. The bill rate for Mr. Chickey will be reduced when he performs field testing activities as part of his CQA Officer responsibilities. In addition, Mr. Chickey is familiar with the Foxen Canyon Landfill. He directed and performed the geotechnical exploration conducted to assess the borrow source for use in the monolithic soil cover.

## SCOPE OF WORK

GeoSyntec has organized the scope of work identified by the DPW in the contract documents into three (3) tasks. These tasks are listed below and are described in the following sections:

- Task 1: *CQA Field Services*;
- Task 2: *CQA Report*; and
- Task 3: *Project Management*.



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### **Task 1: CQA Field Services**

GeoSyntec will provide CQA field services, including CQA monitoring, sampling, testing, and documenting closure construction. The CQA activities performed by GeoSyntec will be in general accordance with the construction drawings and Technical Specifications. While on site, GeoSyntec will be involved in general, earthwork, asphalt concrete, concrete, CMU wall, surface water management, LFG management, and erosion control and revegetation field activities.

#### **General Field Activities**

During his on-site presence, GeoSyntec's CQA Officer will perform daily activities that are routinely performed as part of general field activities. These activities will include, but are not necessarily limited to, the following:

- interfacing with DPW personnel;
- documenting on-site construction personnel, equipment, and weather conditions;
- collecting, collating, and reviewing documentation as required by the contract documents, Technical Specifications, and CQA Plan;
- maintaining a photographic record of construction progress; and
- preparing and maintaining daily field logs and weekly progress reports.



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### **Earthwork Field Activities**

GeoSyntec will monitor and test the earthwork activities to document compliance with the contract documents, Technical Specifications, and CQA Plan. GeoSyntec's CQA activities will include, but will not be limited to, the following:

- collecting geotechnical test samples of monolithic soil, embankment fill (i.e., engineered fill), aggregate base material, and concrete and shipping the samples to the testing laboratory as needed;
- reviewing the geotechnical laboratory test results for compliance with the Technical Specifications;
- performing in-place density and moisture content testing of the monolithic final cover soil, embankment fill, access road subgrade, aggregate base material, pipe bedding material, concrete, and asphalt concrete in general accordance with the construction drawings and Technical Specifications; and
- reviewing the surveyor's "as-built" documentation.

For Task 1: *CQA Field Services*; GeoSyntec proposes to deploy one experienced CQA Officer with experience in earthworks and related site improvements such as those outline above in this scope of work. GeoSyntec proposes to use Mr. Steve Chickey, P.E., as the CQA Officer (see Attachment C for a copy of his resume). Mr. Chickey has over five years of experience in related construction projects.

GeoSyntec has budgeted 100 working days of full-time presence (5 days per week at 8 hours per day Monday to Friday) for the CQA Officer to perform the above-mentioned activities. GeoSyntec has also included an additional 12 hours for mobilization and demobilization.



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The costs for laboratory testing are based on the required number of tests calculated from the quantities presented in DPW's Engineer's Estimate dated 10 October 2006 (see Attachment B), the testing frequencies indicated in GeoSyntec's CQA Plan, and assumed testing frequencies based on standard engineering practice for the asphalt concrete access road, concrete works, and pipe bedding material for LFG header and lateral trench construction.

### **Task 2: CQA Report**

GeoSyntec will prepare a final CQA report that will document the quality of construction in general accordance with the construction drawings, Technical Specifications, and CQA Plan. The report will contain a narrative description of significant aspects of the field and laboratory CQA activities undertaken by GeoSyntec. GeoSyntec will include documentation of construction activities (presented on the field logs and weekly reports) as appendices to the final CQA report. The final CQA report will contain "as-built" drawings provided by the DPW showing each of the completed components, including the final cover grading, limits of the final cover, asphalt concrete road construction, CMU wall construction, surface water management system improvements, LFG management system improvements, and erosion control and revegetation components.

The Engineer-of-Record, a registered professional engineer in the State of California, will sign and seal the final CQA report. The Engineer-of-Record will be Dr. Tarik Hadj-Hamou, P.E. GeoSyntec will provide the DPW with two (2) draft copies of the report within two (2) weeks of the completion of work. GeoSyntec will submit four (4) copies of the final report to the DPW within one (1) week of receiving DPW comments on the draft report.

For Task 3: *Certification Report*; GeoSyntec has budgeted 40 hours for the CQA Officer to prepare the CQA report. The Engineer-of-Record, Dr. Hadj-Hamou, is budgeted for four (4) hours to review and certify the final CQA report.



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

GeoSyntec's CQA Officer, Steve Chickey, P.E., will act as CQA Manager, and as such, will be responsible for managing, conducting and documenting field CQA activities (see Attachment C for a copy of his resume). Mr. Chickey has over five years of experience in related construction projects. Mr. Chickey is located in GeoSyntec's Huntington Beach, California office. Additional support staff will periodically perform project administration duties. As GeoSyntec's CQA Manager, Mr. Chickey will:

- handle CQA contract and administrative matters;
- introduce all project personnel;
- communicate regularly with on-site personnel;
- be responsible for the CQA technical aspects of the project, including monitoring and testing;
- review the CQA documentation on a weekly basis;
- review the contractors' schedules;
- review requests for design modifications/clarifications;
- coordinate surveying services;
- direct CQA operations and communicate directly with the DPW and the Site Manager or Project Manager; and
- attend the Pre-Bid and Pre-Construction meetings and weekly progress meetings, as necessary.



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For Task 3: *Project Management*; GeoSyntec has budgeted for the CQA Manager/Officer to attend the weekly construction meetings. Based on the construction schedule, GeoSyntec has not budgeted the CQA Manager/Officer to attend twenty (20) weekly meetings since he will be on site. However, GeoSyntec has budgeted two (2) hours per meeting for the CQA Manager/Officer to prepare the meeting agenda and post-meeting minutes. The budget for the CQA Manager reflects additional time (2 hours per week) for on-going project administration responsibilities and communication with DPW personnel and GeoSyntec personnel. The budget also reflects administrative assistant and clerical time (1/2 hour per week each) to assist the CQA Officer. Senior Review will be provided by Dr. Tarik Hadj-Hamou, P.E., an Associate with the firm, who will also be the Engineer-of-Record for the subject project.

Miscellaneous engineering support services will be included in this task on an as-needed basis. GeoSyntec has not budgeted time or costs for miscellaneous engineering support. GeoSyntec will perform these services only when requested by the DPW. When requested, GeoSyntec will provide a budget and scope of services for the specific engineering support needed. GeoSyntec will create the budget in accordance with GeoSyntec's rate schedule presented as Attachment D to this proposal. GeoSyntec will perform engineering support only when the budget and scope are approved in writing by the DPW.

## **SCHEDULE**

The construction period provided in the contract documents calls for closure construction to be completed within 120 working days. The first four (4) weeks of closure construction include time for contractor mobilization, signage, fencing, and safety measures, and clearing and grubbing. Assuming five (5) working days per week at eight (8) hours per day, the construction duration for CQA purposes is anticipated to be 20 weeks (16 April 2007 to 7 September 2007) or 100 working days. GeoSyntec will provide full time, on-site CQA presence for 20 weeks or 100 working days. GeoSyntec assumes that one CQA Officer will be sufficient for the project based on the construction schedule provided by the DPW. GeoSyntec has estimated the field CQA staffing based on a five-day work week, and eight-hour days (i.e., 40-hour work week).

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GeoSyntec may need to revise the level of staffing if the actual construction schedule differs from the schedule provided by the DPW.

## COST ESTIMATE

The estimated cost for GeoSyntec to provide CQA services for closure construction of the Foxen Canyon Landfill is \$137,004. A task-by-task breakdown of the cost estimate is presented in Table 1. A detailed cost estimate is presented in Tables 2 and 3.

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

- *Project Documents:* the DPW will make available a sufficient number of copies of the project documents for the site personnel at the pre-construction meeting.
- *Health and Safety Plan:* The owner or contractor will provide: (i) any necessary Health and Safety Plan for the scope of work described herein; and (ii) any necessary personal protective equipment or monitoring equipment.
- *Travel:* Task 2 includes costs for travel by GeoSyntec CQA personnel to and from the site. GeoSyntec will bill travel expenses at cost; however, GeoSyntec will not bill the DPW for costs associated with personnel rotation travel.
- *Charged Time:* Hours worked on the project will be billed at the rates indicated in the attached Rate Schedule. GeoSyntec has revised the approved 2005 Rate Schedule by six (6) percent to reflect inflation and cost of living increases since 2005. GeoSyntec has assumed a five-day, 40-hour work week, with no overtime. In the event overtime work is necessary, the overtime hours will be billed at the



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overtime rates indicated in the attached Rate Schedule. GeoSyntec will not apply standby time to the field CQA personnel for days not worked, provided they can bill at least 40 chargeable hours each week for each field CQA monitor. If CQA staff work federal statutory holidays (i.e., Memorial Day, Independence Day, etc.), the rates provided will be doubled for hours worked on these days.

- *Accommodations and Meals:* GeoSyntec will charge meals and lodging (per diem) at a flat rate not to exceed \$149.00 per person per day for dedicated personnel on the project. In the event of inclement weather, GeoSyntec will bill accommodations and per diem for on-site personnel regardless of days not worked.
- *Vehicle:* GeoSyntec proposes to provide a rental/company vehicle for use by GeoSyntec CQA personnel on site. The estimated costs for this vehicle, included in the budget estimate, include the costs of fuel and maintenance.
- *Communications:* GeoSyntec assumes that the DPW will provide site CQA personnel with access to and cover the expenses for two telephones lines. GeoSyntec will provide the site CQA personnel with a photocopier, facsimile machine, computer, and overnight courier services.
- *Consumables:* GeoSyntec estimates that \$1,500 for the project will cover the cost of field supplies (nuclear gauge storage box, small tools, markers, paint, soil sample buckets, photos, etc.).
- *On-Site Facilities:* GeoSyntec CQA personnel will require space for office work, power, and small equipment storage while on site. GeoSyntec assumes that the Contractor will provide these facilities.





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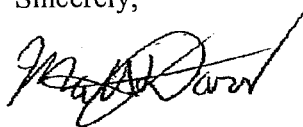
- *Field Equipment:* GeoSyntec will provide a nuclear moisture/density gauge and other miscellaneous soil testing equipment, as required, for use by the CQA personnel. The estimated cost for these items includes shipping costs to and from the site for this equipment and includes the total rental charges for the equipment. GeoSyntec will provide a temporary overnight storage area for the nuclear gauge that will meet the regulation requirements for special handling and lockdown. This storage area will be installed in the office trailer (soils testing laboratory) provided by the Contractor.
- *Final Report:* GeoSyntec proposes to provide two (2) copies of a draft report and four (4) copies of the final report, which will include: (i) a detailed report summarizing site construction and CQA activities; (ii) relevant documentation of on-site construction; and (iii) “as-built” drawings.
- *Change Orders:* Changes to the scope of work for CQA services (including number of field monitors and laboratory testing requirements) must be approved in writing between the DPW and GeoSyntec. Changes can be approved on a GeoSyntec Field Change Order Form or any appropriate DPW form.
- *Field and Laboratory Testing:* GeoSyntec developed the cost estimate assuming that the field and laboratory testing requirements and material quantities presented in DPW’s Engineer’s Estimate are appropriate. Additional testing, if required due to failing materials or other reasons, will be conducted per the rates in this proposal with DPW’s approval prior to conducting the testing.



Mr. John Pet  
29 November 2006  
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GeoSyntec is enthusiastic about working with the DPW on this important project. Please contact us at (714) 969-0800 if you have any questions or comments, or if you need additional information.

Sincerely,



Matthew L. Darr, P.E.  
Engineer



for Tarik Hadj-Hamou, Ph.D., P.E.  
Associate

Attachments



**TABLE 1  
COST ESTIMATE SUMMARY  
CONSTRUCTION QUALITY ASSURANCE  
FOXEN CANYON LANDFILL FINAL CLOSURE**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>LABOR SUBTOTAL</b>	<b>DIRECT EXPENSES</b>	<b>TOTAL COSTS</b>
1	CQA Field Services	\$69,020	\$40,932	<b>\$109,952</b>
2	Certification Report	\$6,336	\$2,180	<b>\$8,516</b>
3	Project Management	\$18,236	\$300	<b>\$18,536</b>
<b>GRAND TOTAL ESTIMATED COST</b>				<b>\$137,004</b>

**TABLE 2  
ESTIMATED DIRECT COSTS  
CONSTRUCTION QUALITY ASSURANCE  
FOXEN CANYON LANDFILL FINAL CLOSURE**

Task Number	Activity/Task	Labor Subtotal							Direct and Subcontract Expenses (See Table 3)	CADD Computer Time	Direct Expenses Subtotal	TOTAL
		Associate (Engineer-of-Record)	Non-Prevailing Wage Activities)	Prevailing Wage Activities)	CQA Officer (Prevailing Wage Activities)	Administrative Assistant	CADD Designer	Word Processor				
1	<b>CQA Field Services</b>											
	Personnel Hours			812								
	Subtotal - Task 2			\$69,020					\$40,932		\$40,932	\$109,952
2	<b>CQA Report</b>											
	Personnel Hours	4	40				8	6				
	Subtotal - Task 3	\$700	\$4,240			\$760	\$348	\$288	\$80	\$2,100	\$2,180	\$8,516
3	<b>Project Management</b>											
	Personnel Hours	40	96					10				
	Subtotal - Task 1	\$7,000	\$10,176					\$580		\$300	\$300	\$18,536

**NOTES**

1. Assumes 100 days of full time CQA monitoring as indicated in the DPW contract documents.
2. CQA Officer is budgeted for 2 hours/week for project management, 2 hours per weekly meeting (CQA project duration is no more than 20 weeks), and 8 hours each for attending and participating in the Pre-Bid and Pre-Construction meetings.
3. CQA Officer is budgeted to be on-site for 100-days (8 hours per day Monday through Friday) plus 12 hours for mob/demobilization
4. CQA Engineer-of-Record is budgeted for 8 hours each for 3 meetings and 8 hours each for the Pre-Bid and Pre-Construction meetings.
5. Cost estimate assumes as-built drawings (Task 3) provided by the DPW from verification surveys taken during construction.

**TABLE 3  
DIRECT EXPENSE BREAKDOWN  
CONSTRUCTION QUALITY ASSURANCE  
FOXEN CANYON LANDFILL FINAL CLOSURE**

ITEM	UNITS	RATE	QUANTITY	TOTAL
<b>Task 1 - CQA Field Services</b>				
<b>Monolithic Final Cover Soil Fill (160,000 CY)<sup>(2,3)</sup></b>				
Moisture-Density Relationship Curves (ASTM D 698) <sup>(4)</sup>	ea	\$155	16	\$2,480
Particle Size (ASTM D 422) <sup>(4)</sup>	ea	\$62	32	\$1,984
Moisture Content (ASTM D 2216) <sup>(4)</sup>	ea	\$13	16	\$208
Density, Nuclear Method (ASTM D 2922/3017) <sup>(1)</sup>	ea	\$0	160	\$0
Sand Cone Tests (ASTM D 1556) <sup>(1)</sup>	ea	\$0	16	\$0
<b>Concrete (670 CY)<sup>(2,3)</sup></b>				
Compression Cylinder (ASTM C 39) <sup>(4)</sup>	ea	\$25	40	\$1,000
Concrete Slump (ASTM C 143) <sup>(1)</sup>	ea	\$0	60	\$0
<b>Aggregate Base (4,320 tons)<sup>(2,3)</sup></b>				
Particle Size (ASTM C 136) <sup>(4)</sup>	ea	\$97	2	\$194
Moisture Content (ASTM D 2216) <sup>(4)</sup>	ea	\$13	2	\$26
Index Density (ASTM D 4253/4254) <sup>(4)</sup>	ea	\$208	2	\$416
Density, Nuclear Method (ASTM D 2922/3017) <sup>(1)</sup>	ea	\$0	44	\$0
Sand Cone Tests (ASTM D 1556) <sup>(1)</sup>	ea	\$0	4	\$0
<b>Asphalt Concrete (2,460 tons)<sup>(2,3)</sup></b>				
Density, Nuclear Method (ASTM D2950) <sup>(1)</sup>	ea	\$0	23	\$0
<b>Pipe Bedding (1,795 LF)<sup>(2,3)</sup></b>				
Particle Size (ASTM D 422) <sup>(4)</sup>	ea	\$62	2	\$124
Sand Cone Tests (ASTM D 1556) <sup>(1)</sup>	ea	\$0	2	\$0
Density, Nuclear Method (ASTM D 2922/3017) <sup>(1)</sup>	ea	\$0	18	\$0
<b>Miscellaneous Expenses</b>				
Field Equipment (Nuclear Gage, Oven, BAT, and Sand Cone)	week	\$280	20	\$5,600
Per Diem and Lodging for CQA Monitor	day	\$149	100	\$14,900
Vehicle for CQA Monitor	week	\$400	20	\$8,000
Photocopier, Fascimile Machine, Computer, and Cell Phone	week	\$100	20	\$2,000
Courier and Shipping Services (includes pick-up of concrete cylinders)	NTE	\$2,500	1	\$2,500
Miscellaneous Field Supplies (includes nuclear storage compartment)	NTE	\$1,500	1	\$1,500
			<b>SUBTOTAL</b>	<b>\$40,932</b>
<b>Task 2 - Certification Report</b>				
Production Costs (2 drafts and 4 final reports) <sup>(5)</sup>	ea	\$350	6	\$2,100
			<b>SUBTOTAL</b>	<b>\$2,100</b>
<b>Task 3 - Project Administration, Meetings, and Misc. Engineering Support</b>				
Vehicle for CQA Project Director to attend meetings (3 trips)	day	\$100	3	\$300
			<b>SUBTOTAL</b>	<b>\$300</b>

(1) Testing to be performed on site by CQA personnel at no extra cost.

(2) Tests performed and testing frequency is based on GeoSyntec's Technical Specifications & CQA Plan and assumed testing requirements and testing frequencies for concrete, asphalt concrete, aggregate base, and pipe bedding material.

(3) Quantities are based on the DPW Engineer's Estimate dated 10 October 2006.

(4) Prices for laboratory tests, in-plant sampling, and surveying services includes a 7.5% markup as stated in the Rate Schedule.

(5) Assumes as-built drawings provided by the DPW from verification surveys during construction.

~~ATTACHMENT D~~  
**GEOSYNTEC RATE SCHEDULE**

64065\64065-LTR.DOC





**GEOSYNTEC CONSULTANTS**

**ATTACHMENT D**

**Santa Barbara County Public Works  
GEOSYNTEC CONSULTANTS  
RATE SCHEDULE**

<u>Professional Services</u>	<u>Rate/Hour</u>
Staff Professional	\$ 95
Senior Staff Professional	\$ 106
Assistant Project Professional	\$ 122
Project Professional	\$ 138
Senior Project Professional	\$ 154
Associate	\$ 175
Principal	\$ 191

*(Rates for expert witness depositions and testimony at trial is \$250 per hour, with a four (4) hour minimum.)*

Administrative Services

Design Professional	\$ 95
Senior Drafter/Senior CADD Operator	\$ 85
Drafter/CADD Operator/Artist	\$ 74
Technical Word Processor	\$ 58
Administrative Assistant	\$ 58
Clerical	\$ 48

General

Direct Expenses	Cost plus 7.5%
Subcontract Services	Cost plus 7.5%
Computer System (per hour)	\$ 10
Personal Automobile (per mile)	Government Rate
Photocopies (per page)	\$ .12

1. Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
2. Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, West Urban Area.



### ***Prevailing Wage Rates***

<b>Rate</b>	<b>Senior Staff Professional</b>	<b>Applies</b>
1	\$ 85	First 8 hours, Monday-Friday
2	\$ 105	First 4 Hours O.T., First 12 Hours on Saturday
3	\$ 125	> 12 Hours Monday-Saturday, Sunday & Holidays



## EXHIBIT C

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

#### INDEMNIFICATION

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

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

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

##### Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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

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

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as

defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

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

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

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

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

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

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