

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 Anser Advisory, LLC with an address at 11095 Knott Avenue, Suite L, Cypress, CA 90630 (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

Jeanette Gonzales-Knight at phone number 805-882-3627 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Stephen Mutch at phone number 714-209-7671 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: Leslie Wells, 130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101
To CONTRACTOR: Paul J. Buckley, 11095 Knott Avenue, Suite L, Cypress, CA 93060

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 August 13, 2019 and end performance upon completion, but no later than June 30, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the

address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

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

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such

interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

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

19. TERMINATION

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

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

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

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

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

21. **SEVERABILITY**

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

22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **TIME IS OF THE ESSENCE**

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. **SURVIVAL**

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

32. **PRECEDENCE**

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

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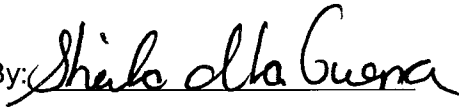
Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Anser Advisory, Inc.

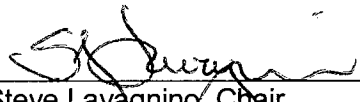
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: 
Deputy Clerk

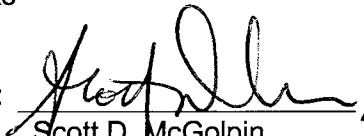
By: 
Steve Lavagnino, Chair
Board of Supervisors
Date: 8-13-19

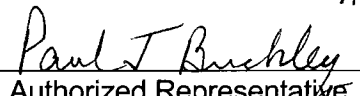
RECOMMENDED FOR APPROVAL:

Public Works

CONTRACTOR:

Anser Advisory, LLC

By: 
Scott D. McGolpin
Director of Public Works

By:  ^{7/2/19}
Authorized Representative

Name: Paul J. Buckley
Title: Managing Director


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 

EXHIBIT A

STATEMENT OF WORK

Contractor shall provide owner's representative services as set forth in the Anser Advisory proposal "Response to Request for Proposal for Construction Management Services for the Tajiguas Landfill, Phase I Part 2 Partial Final Closure and Groundwater Protection System Phase III E, Construction Project No. 129913 / 828380" dated June 7, 2019. The detailed scope of work is stipulated in Attachment A1 and is incorporated by reference. Anser Advisory's Fee Estimate for proposed services is provided in Attachment A2 and is incorporated by reference.

Paul J. Buckley, Stephen Mutch, and Tony Gatoff shall be the primary individual(s) personally responsible for services as specified in Attachment A-1. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's Designated Representative.

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

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ATTACHMENT A1

ANSER ADVISORY PROPOSAL

June 7, 2019

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

**RE: Request for Proposal for Construction Management Services for the Tajiguas Landfill Phase 3
Part 2 Partial Final Closure and Groundwater Protection System Phase III E,
Construction Project No. 129913 / 828380**

Dear Mr. Curtis,

Anser Advisory, formerly Simplus Management Company, is pleased to present the enclosed proposal to provide Construction Management (CM) Services for the project referenced above. In developing this proposal, we have addressed all content and elements outlined in the Request for Proposal (RFP), and feel that our qualifications and experience are best suited to meet your project needs.

Executive Summary

This proposal will demonstrate that our team intimately understands the County's goals and objectives as well as the scope of work for the construction project referenced above. Anser brings an unmatched landfill CM performance record, experience and qualifications to the County. The following highlights our firm's unique qualifications and distinctive competencies.

Unmatched CM Performance Record

Unlike many other firms who try to do it all, Anser is a national firm that is laser focused and concentrates 100% of its efforts on providing Program, Project and CM services. This focus is responsible for the growth and unmatched performance record seen over the past 23 years. Anser has successfully completed 33 Southern California landfill projects worth more than \$195 million in construction value with a net *negative* \$1.6 million in change orders in the past seventeen years. Our proposed team of dedicated Registered Engineers and Certified Construction Managers (CCMs) have more than 90 years of combined capital improvement CM experience and bring a "tried and true" track record of assuring project completion on schedule, within budget, and with the highest level of quality and safety.

Anser' experience managing solid waste construction projects includes landfill liner expansions, landfill closures, scale house reconstruction, stormwater basins and other drainage facilities, maintenance yard and fuel storage facility improvements, drainage facility construction, potable water system construction, field office facility construction, roadway construction and paving, as well as construction of retaining walls and landscaping and irrigation systems.

Successful, Proven Track Record in Claims Avoidance Strategies in all Aspects of CM

Since 1996, Anser's Cypress, California office has managed in excess of \$1B of construction with zero claims that have gone to litigation. This track record of success is due to Anser's forward-looking and hands-on approach to CM which is described in further detail in this proposal. One key factor in increasing the probability of success is to proactively identify and mitigate potential risks prior to bid and during construction before they can impact budgets and schedules. To accomplish this task, Anser has formalized and incorporated a streamlined qualitative risk analysis, assessment and mitigation (RAAM) procedure into its CM best practices. Our RAAM management process enables the project team to collectively identify potential problems and proactively implement proven CM techniques to provide efficient and viable solutions before and during construction, substantially increasing the probability of project success.

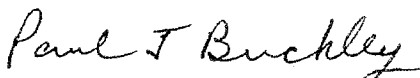
Positive Working Environment and Team Attitude

Another key factor for success is the Construction Manager's ability to create a positive working environment and team attitude among all project participants. This team includes County staff, the CM team, design consultants, the quality assurance/quality control (QA/QC) consultant, and the Contractor. Anser has great respect and a great working relationship with SWT Engineering, the design engineer of record. Information contained in this proposal will demonstrate Anser staff has successfully managed construction of many groundwater protection system projects as well as closure projects designed by SWT. Anser understands the County will enter into a separate contract with a construction quality assurance (CQA) consultant and are pleased that Anser staff have good working relationships with the primary CQA consultants in Southern California.

Anser has maintained offices in California since 1996 (23 years). Our Anser team will manage the project and provide resources from our Cypress, California office. As Vice President, I am authorized to bind Anser, am also the person to receive notices, and am authorized to make decisions and representations for Anser. Please contact me at our Cypress, California office, which is located at 11095 Knott Avenue, Suite L, Cypress, CA 90630, through our main telephone (714) 209-7671 or fax (714) 209-7681 or via email at Paul.Buckley@AnserAdvisory.com for any matters.

We look forward to the next step in your evaluation process, allowing us the opportunity to make a brief presentation to the evaluation committee and expand upon our qualifications and expertise in landfill CM. Thank you for your time and consideration.

Sincerely,



Paul J. Buckley, P.E., *Managing Director, Principal-in-Charge*

11095 Knott Avenue, Suite L, Cypress, CA 90630

O (714) 209-7671 | C (562) 743-9400

Paul.Buckley@anseradvisory.com

Enclosures: Three originals, and one electronic copy of the proposal and fee proposal.

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2. Project Team Organization and Key Personnel

The individuals below have been specifically selected for this project based on their individual solid waste experience and availability. They will not be subject to reassignment without the explicit approval of the County.

The Anser team will be led by **Paul J. Buckley, P.E., LEED AP**, as the Principal-in-Charge. Mr. Buckley will be the contractual point of contact with the County and is committed to the successful completion of this project. He is committed to ensuring success and is available as-needed for the entire duration of the contract.

Mr. Buckley has more than 37 years of experience in providing professional engineering and CM services. Mr. Buckley is an active member of Solid Waste Association of North America (SWANA), has extensive solid waste landfill CM experience, and has been working in Southern California landfills since 2002. This experience includes several closure projects, several groundwater protection system projects, as well as many projects involving landslide mitigation buttresses, landfill gas systems, roadways, weigh scales, utilities, potable water systems, maintenance facilities, administration buildings, water tanks and stormwater facilities.

Stephen Mutch is the Director of Environmental Services for Anser Advisory and will serve as the Project Director for this project. Mr. Mutch is already on-site serving as the Principal Program Manager for the Tajiguas Resource Facility Project. The Tajiguas Resource Facility Project will remain his primary responsibility, however he will also be available to assist as-needed and provided overall management oversight and is committed to this proposed project for the entire duration of the contract. His established relationships with County staff and other general contractors currently working on-site ensures efficient and collaborative communication amongst project stakeholders. Furthermore, he has the knowledge and skill level necessary to coordinate the efforts of all contractors working to avoid potential conflicts.

Tony Gatoff, CCM will be the Senior Construction Manager at the landfill site in charge of day-to-day CM and contract administration functions. Mr. Gatoff has more than 18 years of responsible-in-charge experience as a Construction Manager, resident engineer and/or project manager managing complex, heavy civil public infrastructure projects throughout Southern California.

Mr. Gatoff also has extensive knowledge of landfill construction, including groundwater protection systems, closures, landfill gas systems, operation facilities, roadways, drainage systems, landslide mitigation and permit requirements.

Mr. Gatoff's knowledge and expertise using various types of computer software for spreadsheets, word processing, Critical Path Method (CPM) scheduling (Primavera P6, MS Project), and cloud-based project management document control systems will serve as a particular benefit for this County project. Mr. Gatoff is 100% available and committed to the project for the entire duration.

John Duong, EIT, CMIT will serve as the Asst. Construction Manager responsible for assisting Mr. Gatoff with the processing of submittals, Requests for Information (RFIs), documenting daily field activities, and performing contract administration functions on an as-needed basis should there be spikes in the level of construction activity. Mr. Duong will step in to assist Mr. Gatoff with contract administrative tasks which will allow Mr. Gatoff to concentrate on higher priority items.

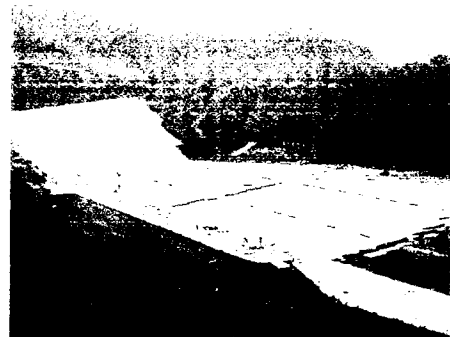
Resumes of each of our proposed team members have been included at the end of the proposal.

3. Qualification and Experience Competence

The Anser team's experience successfully completing similar consulting efforts are described below. Due to space limitations and as requested three projects have been described below. Table 2 below also provides a listing of all 33 landfill projects which Anser's proposed staff have provided construction management services for within the past 17 years.

Frank R. Bowerman (FRB) Landfill, Groundwater Protection System – Phases 1 and Phase 2 Soil Buttress and Composite Liner System Projects, Irvine, California for Orange County (OC) Waste & Recycling

Anser (formerly Simplus Management) under its 2015 On-Call CM, CQA and Archaeological/Paleontological (A/P) Services contract provided CM, quality assurance, and biological monitoring services for both phases of this project. CM services included managing and coordinating the efforts of two concurrent general contractors, numerous subcontractors, OC Waste & Recycling staff, State and Federal regulatory agencies, design consultants, CQA consultants, and adjacent construction contractors working on-site.



Anser was responsible for overall contract administration including project controls, cost estimating, scheduling, managing quality assurance and A/P services, change management, payment applications, RFIs, submittals, daily reports, coordination with operations and consultants, monitoring field activities and regulatory compliance, chairing weekly meetings and resolving field issues.

Olinda Alpha Landfill, Phase 1 Partial Final Closure & Utilities, Brea, California for OC Waste & Recycling

Anser (formerly Simplus Management) under its 2012 On-Call CM, CQA and A/P Services contract provided CM, quality assurance and biological monitoring services for this project. The project involved closing approximately 69 acres of the front face of the landfill using an alternative evapotranspirative cover to be constructed with onsite stockpiled material. CM services include managing and coordinating the efforts of general contractors, subcontractors, OC Waste & Recycling

North Region staff, State and Federal regulatory agencies, design consultants, CQA consultants, and adjacent construction contractors.

Anser was responsible for overall contract administration including project controls, cost estimating, scheduling, managing quality assurance and A/P services, change management, payment applications, RFIs, submittals, daily reports, coordination with operations and consultants, monitoring field activities, regulatory compliance, chairing weekly meetings and resolving field issues.



The details of each project along with references are listed in Table 1 below.

Table 1. Anser Advisory Project Experience and References

Owner Address	OC Waste & Recycling 300 N. Flower Street, Suite 400 Santa Ana, CA 92703	OC Waste & Recycling 300 N. Flower Street, Suite 400 Santa Ana, CA 92703	OC Waste & Recycling 300 N. Flower Street, Suite 400 Santa Ana, CA 92703
Owner's Project Manager Contact Information	Kevin Hanson (949) 551-7110	Kevin Hanson (949) 551-7110	John Powers (714) 528-7388
Related Project	FRB Landfill, Groundwater Protection System – Phase 1 Soil Buttress and Composite Liner System Project.	FRB Landfill, Groundwater Protection System – Phase 2 Soil Buttress and Composite Liner System Project	Olinda Alpha Phase 1 – Partial Final Closure and Utility Project
Project Type	CM, CQA and A/P Services contract for landfill	CM, CQA and A/P Services contract for landfill	CM, CQA and A/P Services contract for landfill

Brief Description	Unclassified Exc = 1.7MCY Unclassified Fill = 448K CY 80 MIL Geomembrane = 554K SF GCL = 554K SF 16 Oz Geotextile = 560K SF Foundation Soil Layer = 220K SF Subgrade Prep – Veneer Fill = 370K SF	Unclassified Exc = 5.1MCY Unclassified Fill = 600K CY 80 MIL Geomembrane = 1,140 SF GCL = 1,140K SF 16 Oz Geotextile = 1,140K SF Foundation Soil Layer = 1,100K SF Subgrade Prep – Veneer Fill = 55K SF	Partial final closure of 69-acre front face using alternative evapotranspirative cover using on-site stockpiled material. Also included construction of new LFG system and reclaimed water lines and tanks for maintenance use.
Original Contract Amount	\$11,127,323	\$28,643,353	\$14,377,768
Cost of Total Amendments and Change Orders	(\$871,139)	\$61,906	(\$208,217)
Completion Date	December 2015	September 2018	October 2016

Table 2. Anser Advisory Landfill CM Performance Record

Landfill	Start Date	Finish Date	Amendments & Change Orders	Contract Amount
FRB Landfill Scale & Maintenance Area Improvements	Jun-03	Apr-04	\$39,946	\$1,179,217
Santiago Canyon Landfill Closure	Aug-02	Oct-04	\$1,684,451	\$13,121,628
FRB Landfill Stormwater Desilting Basin	Oct-03	Feb-04	(\$13,069)	\$1,465,100
FRB Landfill Access Road Repaving	Dec-03	Jan-05	\$30,135	\$828,800
FRB Landfill Traffic Routing Improvements	Mar-04	Jul-04	\$0	\$175,033
FRB Landfill Interior Access Road	Sep-04	Jun-05	(\$167,241)	\$518,802
Gothard Street Landfill Closure	Oct-04	May-05	\$17,189	\$889,090
FRB Landfill Information System Technology	Oct-05	Feb-06	\$8,536	\$161,825
Stormwater System Improvements at Santiago Canyon Landfill	Apr-07	May-08	\$0	\$129,420

Landfill	Start Date	Finish Date	Amendments & Change Orders	Contract Amount
FRB Potable & Fire Water System Improvements	Aug-07	Mar-08	\$58,142	\$353,245
FRB Landslide Backcut Mitigation	Mar-08	Oct-09	(\$106,829)	\$14,349,656
FRB North 24" Methane Gas Header	Mar-08	Aug-08	\$1,272	\$292,430
Santiago Canyon Landfill Bench Paving & Stormwater Improvements	Jun-08	Sep-08	(\$28,904)	\$258,288
Cannery Street Landfill Gas Collection & Control System	Apr-09	Jan-10	\$41,734	\$439,019
FRB Landfill Scale House Backup Generator	Jun-09	Jun-10	\$0	\$60,900
Irvine Household Hazardous Waste	Sep-09	Dec-10	(\$7,103)	\$71,220
FRB Landfill Perimeter Probes	Oct-09	Mar-10	\$0	\$144,470
Huntington Hazardous Waste Project	Mar-10	Jul-10	\$0	\$65,133
Southwest Desilting Basin Skimmers	Sep-10	Dec-10	(\$7,481)	\$49,840
FRB Reclaimed Water Tank Replacement	Mar-14	Jul-14	(\$6,500)	\$146,500
FRB Asphalt Overlay Resurfacing	Feb-12	May-14	\$0	\$977,300
FRB West Channel Realignment/South Basin Wetlands Area	Feb-14	Dec-14	(\$735,386)	\$5,064,518
[REDACTED]	Feb-14	Nov-14	(\$1,617,356)	\$13,588,576
FRB East Flank Landslide Remediation	Jul-14	Jun-15	\$0	\$29,496,185
FRB East Flank Landslide Remediation - Loma Landslide	Aug-14	Jul-15	\$0	\$4,965,028
Olinda Alpha Phase 1 Partial Final Closure and Utilities	Oct-14	Oct-16	(\$208,217)	\$14,377,768
FRB Asphalt Overlay Resurfacing of Interior Access Roads	Sep-15	Jun-16	(\$24,267)	\$789,006
[REDACTED]	Dec-15	Dec-16	(\$871,139)	\$11,127,323
[REDACTED]	Nov-16	Sep-18	\$61,906	\$28,643,353
Olinda Alpha Phase 2 Partial Final Closure & Utilities	Jan-17	Jan-19	\$369,703	\$23,941,250
FRB Crews Quarters and Storage Facility	May-17	Mar-19	\$5,098	\$2,481,632
TOTALS			(\$1,657,776)	\$195,083,414

Legend: Groundwater Protection Systems (Blue Highlight) | Closures (Yellow Highlight)

4. Proposed Method to Accomplish the Services

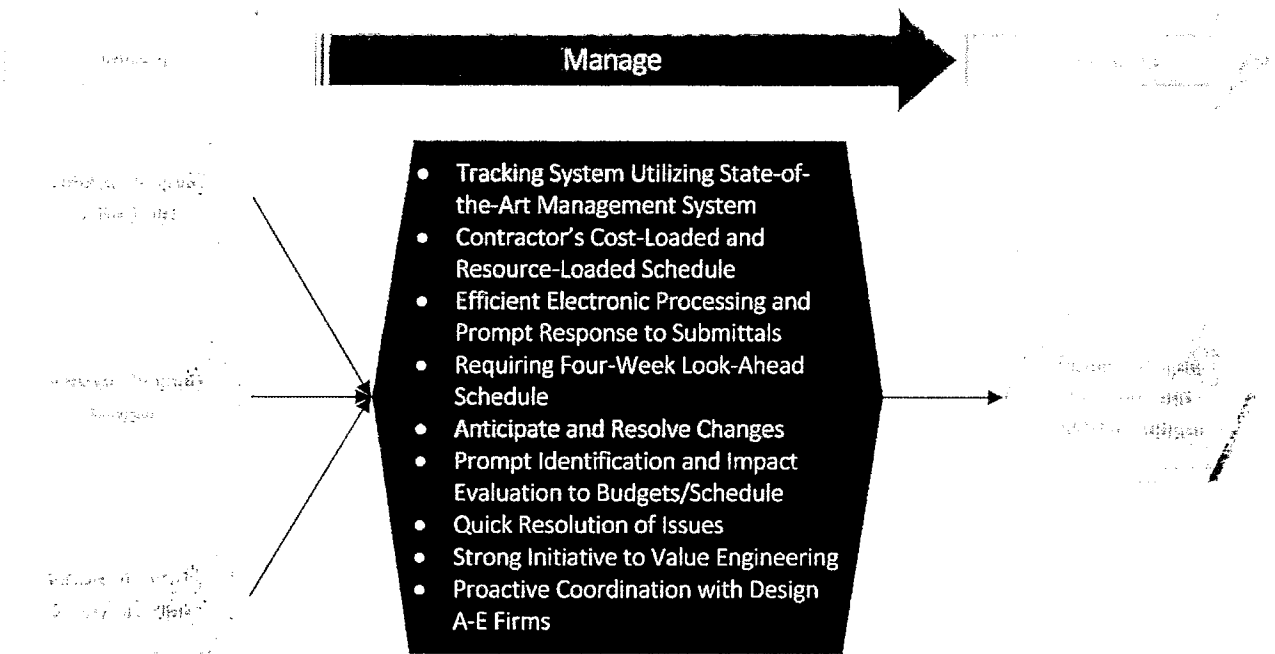
A successful project is achieved by fostering good relationships between project team members, including County staff, Construction Managers, QA/QC and A/P consultants, Design Architects-Engineers (A-Es), and contractors. The Construction Manager's most important roles are establishing good relationships with all team members, creating efficient chains of communication, and ensuring that all parties are treated fairly and with respect at all times. When the Construction Manager accomplishes these goals, all parties will work cohesively together as one project team to ensure that the proposed project is constructed to the required quality, economic and safety standards. Before the Construction Manager can begin to accomplish these goals, the Construction Manager must first understand the viewpoints of not only County stakeholders, but, also just as importantly, the viewpoints of the Design A-Es and the contractors. The Construction Manager must have the ability to analyze critical situations from all viewpoints and work with the project team to develop the best solution.

Anser approaches contract administration with a very unique style directed towards efficiency, value engineering, and risk analysis, assessment and mitigation early in the project stage. While always focused on being proactive and extremely responsive to the County's needs, Anser continues to set higher CM standards on each new project. By combining an assertive attitude, practical field knowledge, an in-depth understanding of scheduling and cost control with the latest state-of-the-art technology, Anser continues to impress present and past clients. Many clients are now or will be requiring other CM firms to model Anser' methods and procedures on future contracts. This opinion is supported by comments made by County staff as well as other clients.

Our standard contract administration procedures include complete scanning, logging, electronic filing and electronic distribution of all documentation. The use of this technology makes standard CM practices extremely quick and efficient by reducing the processing, review and response times for general correspondence, submittals, RFIs, meeting minutes, project photos, daily reports and monthly reports. Critical project information is uploaded to a project website where it can easily be downloaded at the convenience of County staff and other stakeholders. Our standard CM requirements often include the contractor to submit cost-loaded and resource-loaded schedules as well as four-week look-ahead schedules. These and other requirements have raised the "performance bar" for contractors and have heightened their awareness to submit quality documentation. It forces contractors to plan, analyze and focus on the construction phasing and sequencing of work. When contractors plan their work well ahead of project activities, they are far better prepared, more efficient, and provide a higher-end product. Their reasoning for submitting any request for change order has to be sound to be considered by the Construction Manager.

Anser has managed over \$195 million worth of contracts (construction value) on 33 projects for public agencies in the past seventeen years and has been successful in delivering projects within budget, with cumulative net change orders of negative \$1.6M on the \$195 million worth of construction costs.

A flow chart of Anser' approach to achieving quality projects on time and within budget is illustrated below:

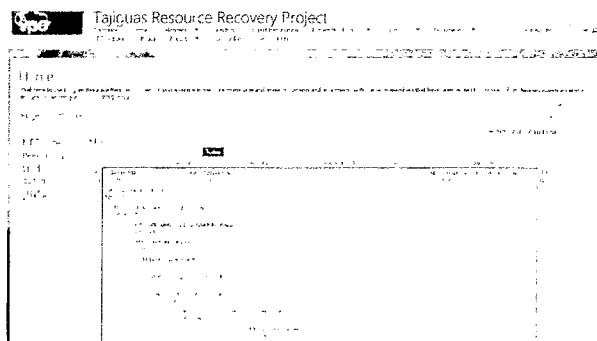


Anser will perform contract administration and CM during the development of the construction contract documents, bidding and pre-construction activities, construction phase, and post construction period, in accordance with Public Works Code, and establish and implement coordination procedures between County and the contractors.

Project Control

Our project control system is based on the belief that comprehensive documentation of all aspects of the project will maintain accountability of the CM, QA/QC, and other consultant Design A-Es, contractors and the County Project Managers. Professional service-oriented Construction Managers know that comprehensive documentation on each project is the best technique available for avoiding and defending against change orders and claims, controlling time, cost and quality. Project controls will assure County receives a successful project.

The proposed project, like our current CM assignments, will be tied to a remote server, which is backed up daily for security purposes. The remote server hosts all project data and the project control software, Virtual Project Office (VPO), the project control software that enables Anser' staff to document, track and log all project information, as well as standard reference materials. The remote server enables all project staff the ability to access all project data from any location as long as there is an internet connection.



The Anser staff will access the following modules to control the project:

- **Project Information:** This module allows the documentation and tracking of the project number, project title, key parties, contract dates and basic contract information.
- **Project Workflows:** This module allows the documentation and tracking of daily reports, inspection and testing reports, issues, non-compliance notices, project tasks, punch list items, RFIs, identified risks and submittals.
- **Contracts:** This module allows the documentation and tracking of all contract budget items including contract changes, payment applications, potential change orders initiated by the contractor or owner, RFPs, and schedule of value.
- **Documents:** This module allows the documentation and tracking of approved drawing sets, bulletins, certificates of insurance, correspondence, general documentation, internal documents, letters and notices, meeting minutes, monthly reports, photos and schedules.

Primavera P6 will be utilized for development, review and tracking of project CPM schedules. The Anser Team strongly recommends that the County's future project specifications require the contractor to submit a cost-loaded and resource-loaded schedule. This requirement forces the contractor to thoroughly plan the project and identify upfront the manpower, equipment and material anticipated to be used in successfully completing the project as well as the associated costs. The costs are then tied back to each bid item. This requirement prevents the contractor from front-loading bid items and also helps defend against change orders and requests for time extensions by collecting, organizing and evaluating factual information.

Pre-Construction Phase

Clearly Understand County Operations: Tajiguas Landfill is an active operating landfill and is therefore critical to the County. It is mandatory that daily landfill operations not be impacted. It will be very important for Anser to be briefed on these activities and any future planned activities to understand the scope and schedule, so that construction does not interfere or impact these activities. Anser also understands the potential impacts the mass excavation and other construction activities may have on the site operations. These operations are the backbone of the County's cash flow and must be smoothly maintained with minimal interference from contractor activities.

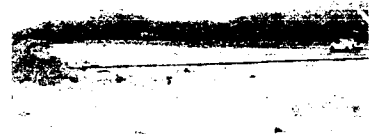


The Anser Team is made up of the same staff who are currently working at Tajiguas Landfill on the Tajiguas Resource Facility project and have a good handle on the coordination needed to manage both projects. Therefore, our team is extremely familiar with landfill operations and County staff, and clearly understand operational issues that could be impacted by mass excavation and hauling activities. Under our current CM contract at Tajiguas Landfill, the County's Project Management, Engineering and Operations staff are always welcomed to attend the weekly construction coordination meetings.

Attendance at these meetings by County staff has been very beneficial to all parties because everyone has been updated on the contractor's activities as well as current operation activities. Coordination between the contractor's activities and daily landfill operation activities are worked out right there in the meetings. For the upcoming contract, the landfill operations staff at Tajiguas Landfill will always be invited to the regular weekly meetings to stay current with the project progress and bring to our attention possible interference with site operations or any safety issues.

Become Familiar with Existing Site Conditions: Anser is quite familiar with the County's practices, policies, procedures, and operational constraints. However, just prior to each construction contract award, we will analyze conditions at that time and look for any new physical or operational constraints. This knowledge will provide a means to save time and money by:

- Responding to bidder's questions more intelligently.
- Ensuring that the plans and specifications reflect existing site conditions.
- Minimizing the possibility of change orders and claims.



Establish Communication Protocols with the County and the Design A-Es: Following the Notice to Proceed from the County, key CM team members will meet with the County and the Design A-Es in a kickoff meeting. The meeting will cover the following topics:

- Introduction of key personnel and their roles and responsibilities.
- Chains of communication.
- Common overall project goals.
- Critical design elements.
- Schedule and cost considerations.
- Past project experience that may provide "lessons learned" and avoid future challenges.

Review Plans and Specifications: Our CM team will become intimately familiar with the design plans. To accomplish this, meetings between the Construction Manager and Design A-Es will be held with the approval of the County's Project Manager to discuss design details, design intent, potential problem areas, design assumptions and other criteria. Having this knowledge will provide the following beneficial results and cost savings:

- Questions on design and project intent can be answered in the field, which will reduce the number of RFIs routed to the Design A-Es for review.
- Less review time required of the Design A-Es will result in timely responses and cost savings to the County.
- The potential for delays is minimized when questions or clarifications can be answered in the field.
- The Construction Manager gains the respect of the contractor due to the Construction Manager's thorough knowledge of the design and resulting prompt responses.
- The contractor is less likely to attempt using shortcuts if the Construction Manager shows an intimate knowledge of the design intent.

In addition to becoming familiar with the project design, our Principal Construction Manager and the Consultant QA Manager will review the plans, specifications and bid documents for completeness, compatibility, coordination of plans and specifications, and constructability. Our review will determine if any errors, omissions or ambiguities exist. These will be brought to the County Project Manager’s attention for necessary action by the Design A-Es to issue any clarification prior to bidding or addenda to the bid documents, depending upon the timing of the CM firm selection relative to the status of the construction contract award. This will minimize the potential for claims, additional costs or overruns.

Clearly Understand Identifiable Contractor Constraints: It is important for the Construction Manager to know all the constraints the contractor will have to manage, therefore meetings between the Construction Manager, Design A-Es and the County will be needed to discuss limitations. This knowledge of identifiable constraints can save time and money by:

- Reviewing the specifications for adequate protective language.
- Making field decisions based on a clear understanding of the issues.
- Reducing the possibility of change orders and claims.

Perform a Review of Construction Documents for Measurement and Payment Issues and Constructability: Ideally, a review of bid documents prior to the bidding should be conducted by the Construction Manager to ensure that the plans reflect the critical site issues. These issues include:

- Measurement and payment terms for construction.
- Site traffic restrictions to ensure no operational impacts will arise from construction vehicles.
- Submittals required of the contractor, including cost-loaded and resource-loaded schedules, equipment utilization plans, and construction sequencing plans.
- Constructability review.

Establish Tracking Control Systems: Our CM team has developed and implemented a unique and efficient Management Information System (MIS) for contract administration and control on our past and current landfill projects. The systems proposed for this project includes the following documentation software and frequency of generating that documentation.

Table 3. Anser Documentation Software and Frequency

Item	Method	Frequency
Master Project Schedule	Primavera P6	Monthly
Four-Week Look-Ahead Schedule	Primavera P6/Excel	Weekly
Correspondence	MS Word/BlueBeam/VPO	Daily
Correspondence Backup & Retrieval	VPO	Daily
Submittals, RFIs, RFP's	BlueBeam/VPO	Daily
Meeting Minutes	VPO	Each Meeting
Master Project Budget	VPO	Monthly
Progress Payments	VPO	Monthly
Survey Request Log	VPO	As Needed

Item	Method	Frequency
Change Order Processing	Client Forms and VPO	Monthly
Time and Material Work	MS Excel Time and Material (T&M) Logs/VPO	Daily
Daily Reports and Diary	BlueBeam/iPads/VPO	Daily
As-Built Drawings	BlueBeam /Reviewed and Logged	Monthly
Photo & Video	Digital/VPO	Photo Daily/Video, Existing Conditions and, Critical Activities
Contractor/Vendor/Visitors	VPO	Each Occurrence
Labor Compliance Reports	VPO	Weekly

Establish a Submittal List: The project specifications will be reviewed, and a log developed listing all required contractor submittals. Numbers will be assigned to each submittal as well as an estimate of long lead items. Immediately upon award of the contract, this list will be given to the contractor for the use in preparation of submittals. This will ensure that initial critical path items are not delayed due to submittal requirements.

Take a Lead Role During the Bid and Award of the Contract: Anser is prepared to perform the following tasks:

- Assist the County's Project Manager in conducting pre-bid meetings.
- Conduct site visits and site walk throughs.
- Document and respond to questions posed by bidders on the site conditions and intent of the design after obtaining input from the Design A-Es, the County, and/or other parties.
- Maintain log of bidders and verify that they receive all addenda for documents.
- Review all drawings and specifications, at frequent intervals, as they are prepared and advise the County whether the design process is on schedule and within the project scope and budget.
- Review the Invitation to Bid, proposal format, General Conditions, Supplementary Conditions, and Special Conditions for Construction contracts.
- Develop a bidders list and conduct a pre-bid conference to clarify any questions that may arise during the bid process.
- Coordinate and evaluate bid document addenda for time and cost impacts.
- Evaluate bids and bidders and make formal recommendations to the County.
- Assist the County in bid analysis if results are unexpected.
- Revise the master budget to reflect bid results.
- Assist the County in obtaining and expediting any required permits and reviews necessary for the implementation of the project.



Construction Phase

Administer Construction Contract: Anser, acting as an agent of the County, will provide administrative, management and related services as required to plan, monitor, coordinate and execute activities of the County, the Design A-Es, the contractor(s), and other project stakeholders.

Anser, in cooperation with the Design A-Es, will provide administration of the Construction Contract as set forth in the Construction Contract documents, which include the Plans, the General and Special Conditions, and the Technical Specifications.

Budget and Cost Control: Anser will provide monthly monitoring of the approved project budgets and costs, showing actual costs for activities in progress and estimates for uncompleted tasks. Anser will identify variances between actual and budgeted, and immediately advise the County whenever projected costs exceed budgets or estimates, together with recommended corrective actions.

Anser shall notify the County Project Manager in writing when expenditures against the contract reach 75% of the total dollar limit of the contract.

Establish a Relationship with the Awarded Contractor: Upon contract award, Anser will immediately start communicating with the contractor to accomplish the following:

- Meet the contractor's key project staff.
- Make sure there is a clear understanding of the documents due at the pre-construction meeting.
- Briefly discuss the contractor's overall construction plan and sequence of construction.
- Serve as the County's and other Design A-Es liaison with the contractor, working principally through the contractor's project superintendents, and assist the superintendents in understanding the intent of the Contract Documents.

Schedule and Conduct a Pre-Construction Meeting: Anser will assist in conducting pre-construction conferences, schedule progress meetings and other job conferences as required in consultation with the County Project Manager and notify those expected to attend. Anser will also chair meetings, as well as prepare and circulate copies of minutes. At a minimum, the pre-construction meeting agenda items will include:

- Introduction of project participants.
- Communication, authority and responsibility.
- Project Health & Safety issues.
- Emergency notification procedures.
- Weekly progress meeting schedule.
- Submittal format.
- RFIs.
- Review of site-specific concerns.
- Change order/extra work procedures and approvals.
- Progress payment schedule and procedures.



- Review of project QA/QC requirements and communication of test results.
- Project schedule milestones.
- Special permit requirements.
- Site facilities.
- Utilities.
- Waste disposal.
- Traffic control.
- Site security.
- Storm water protection erosion control.
- Survey requirements.
- Record drawings.



Anser will document the pre-construction meeting and prepare meeting minutes for distribution to all attendees. Should any comments or corrections on the minutes be submitted, they will be reviewed for further discussion or incorporation.

Review Master Project Schedule Submitted by Contractor: The Construction Manager will review and evaluate the contractor's CPM schedules, computerize the schedules using a program compatible with the Primavera system, and update schedules each month to show current project status. The Construction Manager will reconcile the contractor's cost loading of schedules with CM cost schedules and contractor's schedule of values as well as the construction schedule with Design A-Es/Construction Manager construction cost estimate and schedule. The Construction Manager will evaluate the contractor's master project schedule for the following:

- Accurate start dates, completion dates and other dates detailed in the contract.
- Sufficient detail.
- Sequence of construction.
- Cost and resource loading.

Following review and approval by Anser and the County, the approved schedule will become the baseline schedule, which is a "benchmark" for monitoring performance, evaluating delays, and assessing the impact of changes. It will serve as the basis for granting time extensions.

Review Schedule of Values and Costs Submitted by the Contractor: Anser will review schedule of values and check for the following:

- Unbalanced pricing.
- Ensure that all items are quantifiable and can be verified.
- Clarify work included in each schedule item.

Ensure the Contractor Has a Clear Understanding of Project Requirements: Anser will review in detail the following items with the contractor's project manager and/or field representative(s):

- Contractual, physical and operational constraints.
- Landfill operational procedures and priorities.

- Critical milestones in the project schedule.
- RFI, RFP and Submittal procedures.
- Required documentation.
- Progress payment procedures.
- Permit requirements.
- Initial four-week look-ahead schedule.



Schedule and Conduct Field Meetings: There will be three types of meetings during the construction phase of the project (following construction contract award):

- Weekly Progress Meetings.
- Cost/Schedule Update Meetings.
- Special meetings as necessary to address issues or conditions that develop.

Weekly Construction Progress Meetings: The weekly meetings will include at a minimum the following items:

- Health & Safety issues.
- Coordination with landfill operations.
- Comments on previous meeting minutes.
- Progress and schedule review, including four-week look-ahead schedule.
- Submittal review.
- RFI review.
- Review any out-of-scope or extra work occurring during the previous period.
- Review any changes or unforeseen conditions that have come to the contractor's attention since the previous meeting.
- Schedule QA/QC activities.
- QA/QC results and discussion of any key observations, i.e., test failures and how they will be addressed.
- Task-specific issues.

Anser will document key discussions at the progress meetings and will prepare meeting minutes for distribution to all attendees via email the same day. A copy of the meeting minutes will also be posted on the project website.

Cost/Schedule Update Meetings: These meetings will be held at least on a monthly basis and will include at a minimum the following items:

- Overall project schedule status.
- Overall project budget status.
- Contract time summary to date.
- Progress payment (if applicable).
- Change order requests and associated costs.



Complete logs of meeting minutes will be maintained using the VPO software. Generally, meeting minutes will include, at a minimum, attendance, action items, and topics discussed and/or addressed. The VPO software will enable accurate and timely follow up on all action items and will also track specific resolutions to each action item.

Special Meetings: Special meetings may be required to address significant events or findings during construction that warrant special attention or pose potential problems or hazards to the completion of the project, particularly those which may result in significant change orders or claims. Special issues will be discussed as they arise and will also be addressed during the weekly construction progress meetings. Anser will promptly investigate each special issue and make recommendations as to a possible resolution. When and if a particular matter is in dispute, early identification and settlement of conflicting issues will be sought by conferring with the contractor and, if necessary, resolution meetings will be scheduled. Detailed documentation will be maintained of all issues and operations involved in the disputed work to support the County position on the matter. Each special issue will be flagged and carefully tracked using the Primavera software. Periodic summaries of special issues, including the disposition of each, will be generated using the software and used for discussion with the County and during weekly progress meetings.

Construction Schedule Monitoring: Anser will provide regular monitoring of the schedule as construction progresses. We will identify potential variances between scheduled and probable completion dates, review schedule for work not started or incomplete, advise the County regarding necessary adjustments in the work to meet scheduled completion dates, provide summary reports of each monitoring activity, and document all changes in schedule. Anser will assist the County in a speedy management and resolution of all claims, change orders, legal notifications, and enforcement of contract requirements.



Change Orders and Contract Modifications: A very strict disciplined set of procedures will be followed for change order processing. All contract change orders must be issued by the County's Project Manager or authorized representative. Anser has no authority to issue change orders. The owner-initiated changes will be initiated by the County or Design A-Es. Anser will negotiate and document cost increases or credits with the contractor and assess schedule impact. Anser will advise the County and/or Design A-Es of equitable time and cost adjustment.

If the contractor initiates a request for a change, it will be reviewed by Anser in consultation with the County and the Design A-Es to assess its merit. If it is considered acceptable, the necessary documentation for the change order will be initiated. Their revisions or comments are then communicated back to the Resident Construction Manager, who then generates the final change order and has the contractor execute the final document before passing it back to the County Project Manager for further processing and payment. Any T&M change orders will be monitored by the Anser inspection staff and documented in daily reports. The procedure for tracking and documenting a

change order is a very important part of a management information system and will be strictly followed.

Contract Claims and Claims Avoidance: Anser will promptly document all contract modifications, delays or disputes that could possibly lead to a claim and advise the County as soon as the contractor has filed a claim or provided indications for a claim. Anser and project support staff will evaluate the claim and make a recommendation based on the facts surrounding the request. The procedures for documentation of claims will be a part of the management information system.

Anser will assist in administering a claim through the contract clause procedures. It is important that the resolution of the claim, either acceptance or denial, be achieved promptly as delays in claims resolution usually result in reduced potential to resolve issues prior to the end of the project.

Our Principal Construction Manager brings strong expertise and proven credentials on use of claims avoidance techniques. These techniques are first centered on making sure the bid documents are clear with no ambiguities. This is done by performing a thorough constructability review. After the contractor mobilizes, the key to claims avoidance is documentation of contractor activities. The Resident Construction Manager implements the document tracking control systems described above. The final key to claims avoidance is regular open communications with the entire project team.

Anser's Cypress office performance record on claims avoidance / resolution is unparalleled. Since the firm was founded in 1996, it has managed over \$1B of construction without a single claim that could not be resolved equitably before the end of the project. No claim has ever gone to mediation or court to be settled.

Construction Monitoring: Anser will, as requested by the County, assist in obtaining additional details or information when required at the site for proper execution of the work.

- Conduct onsite observations of work in progress to ascertain that the works are proceeding in accordance with the Contract Documents.
- Schedule contractor's submittals and shop drawings, receive and record date of receipt of submittals, shop drawings and material samples, arrange for tests of samples, review, transmit to County and other Design A-Es for review and appraisal, approve submittals and maintain records.
- Assist the County in determining substantial completion of the work or designated portions thereof and, in conjunction with the County and construction contractors, report to the County when any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, and advise when work should be corrected, rejected or requires special testing, inspection or approval.
- Coordinate the construction work with the activities and responsibilities of the materials testing and inspection teams to complete the project in accordance with the County's objectives of cost, time, and quality.



- Develop and implement a system for the preparation, review, and processing of construction change orders. Recommend necessary or desirable changes to the County, review requests for change, and negotiate change orders. Advise and assist in the analysis of errors and omissions discovered during construction. Monitor labor and materials associated with change orders based on time and materials.
- Observe the work of construction contractor for contract compliance and quality control. Prepare daily reports in a format approved by the County. Advise and assist the County to conduct meetings with the construction contractor to obtain correction of construction defects and deficiencies.

Initiate and Maintain Photo & Video Documentation Procedures: Color photo documentation is very important to record progress onsite. Color video documentation will be done at the beginning of the project to document existing conditions. Photographs shall be taken as often as needed (e.g., daily, hourly) with a digital camera with “date-back” to superimpose the date/time on the photos. In addition, photographs of specific activities will be taken, including potential or known deficiencies. Photos will be uploaded to the website on a daily basis. A set of the photos will be used in monthly progress reports submitted to County and a set shall be kept by the Construction Manager in a continuous photographic log of the project. Upon completion of the project, all photos shall be submitted to the County.



Initiate and Maintain all Tracking Control Procedures: All tracking control and documentation procedures outlined in the pre-construction phase will be initiated and maintained. Before implementation, each procedure will be presented and reviewed by the County and modified to fit County criteria:

- Monitor the contractor’s development and implementation of safety programs, which comply with all federal, state, municipal and local laws, rules, and regulations.
- Verify that tests, equipment, and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the contractors maintain adequate records.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the outcome of these inspections, and report to the County.
- Transmit to contractor, the Design A-Es and the County’s clarifications and interpretations of the contract design or Contract Documents.
- Consider and evaluate the contractor’s suggestions for modification to the Contract Documents and report them with recommendations to the County.
- Maintain at the jobsite orderly files for correspondence, reports of job conferences, shop drawings and samples submittals, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Design A-Es clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

- Keep a diary or log book, recording hours on the jobsite, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general, and specific observations related to the Quality Control Assurance plan as reported by the County's sub-consultants.
- Record names, addresses, and telephone numbers of contractors, subcontractors, and major suppliers of materials and equipment.

Monthly Progress Reports: Anser will prepare a monthly progress report. The monthly progress report will be prepared and submitted to the County Project Manager by the 10th of each month. The reports will include:

- Significant events and accomplished goals.
- Work progress with photos to enhance the descriptions.
- A comparison of actual vs. planned progress, in narrative form as well as bar graph form.
- A comparison of actual vs. planned budget expenditures based on the contractor's current CPM schedule.
- The latest detailed four-week look-ahead schedule submitted by the contractor and reviewed by the Construction Manager.
- Identification and discussion of current problems or pending change orders and actions taken or planned to resolve such issues.
- An analysis of change order impacts or potential problems on schedule and budget.
- Identification of possible future problems or change orders and proposed remedial action.
- Effect any pending changes will have on contract cost or schedule.
- Discussion of any new goals.
- An analysis of the project progress as related to each major task.
- Status of contract funds broken down into major project components and showing scheduled vs. actual disbursements.
- A financial analysis of the contract showing the original budget and any modifications to the budget caused by contract modifications and change orders.
- A change order index listing all change orders to the contract, which affect the cost or project schedule. Change orders in process or potential change orders, which will affect the cost or schedule, will also be listed.
- A list of invoices submitted for payment with the status of each request.
- A breakdown of all project staff, including subcontractors' staff actively employed during the preceding month, with the times each worked and the applicable rate.
- A QA/QC section, which addresses testing and regulatory compliance issues, and re-design and field mitigation concerns.



Periodic Reports: Anser will provide to the County periodic reports, as required, of progress of the work and the contractor's compliance with the accepted progress schedule of contractor submittals. In addition to daily recordkeeping, Anser will submit weekly written progress summaries to the County, including the information on the construction contractor's work.

Anser shall notify the County Project Manager in writing when expenditures against the contract reach 75% of the total dollar limit of the contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the total dollar limit of the contract unless an amendment to cover those costs has been issued by the County. This notification must come within three working days of receipt of invoice that is within the notification limit.

Anser will advise the County and others, as designated by the County, for the purpose of analyzing and evaluating the project site with respect to construction-related considerations and ongoing site landfill operations.

Coordinate QA/QC and Inspection Activities: From weekly project progress meetings, a review of look-ahead schedule and during the routine field meetings with the contractor, Anser will have an up-to-date understanding of the contractor's planned work and will be able to assess the field observation and testing needs for the project. Anser will advise the QA/QC Manager of these needs to allow timely scheduling of required number and types of QA/QC monitors.

Anser's QA/QC team member, AES, has extensive experience in QA/QC projects for earthworks and other landfill improvements, which allows us to plan for these activities efficiently. Anser will also be supported onsite by staff that have the capability to conduct inspections and testing during periods when only limited construction activities are ongoing and full-time QA/QC monitors are not required. Anser will:

- Consult with the County and Design A-Es in advance of scheduled major tests, inspections, or start of important phases of the work.
- At key stages of construction, arrange to have the grades verified by requesting check surveys. As an example, pre-construction and post-construction topographic surveys are critical for determining unclassified fill final and interim payment quantities.
- Furnish the County with all liner material certifications and material warranties.

Monthly Progress Payments: Prior to the notice to proceed, the contractor will submit for approval by the County a schedule of values for all lump sum items. Anser with the Construction Manager's QA/QC staff and contractor will meet after the agreed upon cut-off date to review and verify quantities of work completed this period. Once agreed upon, the contractor shall submit an invoice for work completed. Anser will then initiate the progress pay procedures.

- Review and agree with the contractors on periodic payment invoices for compliance with the established procedure for their submittal and forward those with recommendations to County, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated in the work per payment provisions of the contract.

- Provide final reports on projects for fiscal accountability and construction cost expenditures in conjunction with the County's Project Manager.
- Develop, implement, and monitor an effective system of project cost control. Review, revise, and refine the initially approved project budget, incorporate approved changes as they occur, and develop cash flow reports and revise financial forecasts as needed to keep the County informed.
- Review all work for completeness, compatibility, and coordination of plans and specifications, constructability, and construction means and methods. Advise the County as to alternative methods, materials, and techniques that may be utilized to achieve project requirements, cost and schedule control.
- Review and make recommendations pertaining to monthly payments to each contractor. This activity will be an integral part of the monthly progress report updates.
- Monitor the prime contractor's development and implementation of health and safety plans that comply with all federal, state, municipal and local laws, rules, and regulations.

Certified Payrolls: Anser will regularly receive certified payrolls from the contractors and their subcontractors to verify that they are paying prevailing wages. Any deviations will be reported to the County Project Manager for necessary action.

Plan Ahead of the Contractor: One of the most important roles for Anser is to always stay at least one month ahead of the contractor in thought process and planning. This allows the Resident Construction Manager to be in a position to anticipate whether the contractor is aware of upcoming critical issues, submittals, long lead items, etc. This also gives Anser time to meet with the Design A-Es and the County Project Manager to get clarification on issues that may appear unclear in the plans and specifications and have answers to questions before they arise. Critical items will be brought up in the weekly coordination meetings and documented. This is a good claims avoidance technique.

Project Close-Out Phase

Project Close Out: When the contract is nearing completion, Anser will initiate close out procedures. These procedures involve the following tasks:

- Development of the initial punch list. At the conclusion of all corrective action for punch list items, Design A-Es shall make:
- Final comprehensive review of the project.
- A Report to the County that will indicate whether the Design A-Es find the work performed acceptable under the Contract Documents and the relevant project data and recommendations as to final payment to the construction contractors.
- Continuous inspection of the punch list work until all items are completed.
- Arrange for final inspection by the County and by the Design A-Es.
- Develop a final punch list if necessary.
- Document acceptance of work by the County.



As-Built Surveys: As requested by the County, Anser will arrange for as-built surveys at various stages of a project and assure that a complete set of as-built data is collected and recorded. Anser will maintain as-built files of project plans and documents for reference by consultants, the County and other agencies.

Review As-Built Plans and Prepare As-Built Reports: Anser will always be aware of and will document changed field conditions. Anser will not rely on the contractor to document as-built conditions. Change in field conditions will be reported and photographed by Anser as they occur. Anser will also keep a copy of the construction documents in the Construction Manager's office specifically for documenting these as-built conditions. Anser will review the contractor's submittal of as-built conditions and compare this submittal to Anser's documentation. Discrepancies will be discussed, resolved and recorded.

- Anser will verify that as-built documents are correct, complete and certified prior to their submittal to County at the conclusion of each project. Marked-up plans showing the as-built plans prepared by the contractors will be periodically reviewed prior to the data being transferred to reproducible as-built plans.
- During the course of the project, Anser will maintain on a current basis records of all necessary contracts, drawings, materials, equipment, certificates, maintenance and operating manuals and instructions, and other documents required to be assembled and furnished by the contractors are applicable to the items actually installed, including all revisions. Anser will obtain data from construction contractors and maintain a current set of record drawings, specifications, and operating manuals. Prior to the final acceptance of each project, these documents will be delivered to the County and the Design A-Es for their review.

Final CM Report: Prepare a final CM Report summarizing the following items:

- Progress report as described above since the last period through date of final acceptance.
- Overall project summary report addressing all issues required in the monthly progress reports.
- Suggestions for improvement for future projects.
- Before preparing certificates of substantial completion, submit to the contractors a punch list of observed items requiring completion or correlation.
- Conduct final inspections in the company of the County, the Design A-Es and contractors, prepare final punch lists of items to be completed and when the work is ready for final inspection. Coordinate all close out procedures.
- Verify that all items on the final punch lists have been completed or corrected and make recommendations to the County concerning acceptance.
- Assist the County in the preparation of project completion reports.
- Assist the County in following up on defective work performed by contractor covered by warranties.
- Transmit to the County all required guarantees, warranties, operations manuals and all other documentation required by the contract.
- Transmit to the County all keys, spare parts, additional material, maintenance material, complete CM files, videotaping and photo albums and as-built drawings.

- Assist the County's Project Manager in providing data on fiscal accountability and construction cost expenditures.
- A complete as-built report documenting QA/QC activities and test results will be separately prepared for submittal to regulatory agencies.
- Assist the County to resolve any legal disputes arising from the contractor's claims.

5. Knowledge and Understanding of Federal/State/County Procedures

Anser Advisory (formerly Simplus Management) is currently working at the Tajiguas Landfill as the Owners Representative for the construction of the Tajiguas Resource Facility, which is being delivered through a design-build contract. In this role, Anser Project Manager, Stephen Mutch has been working with staff in numerous County of Santa Barbara departments and is very familiar with the County's procedures, guidelines and standards.

Having successfully managed the construction of 33 landfill improvement projects of various types, Anser staff is extremely familiar with federal, state, and local practices and regulations and regulatory entities, concerning solid waste management- laws and regulations.

Anser staff understands the importance of closely monitoring and coordinating construction activities with landfill site operations staff in order to avoid permit violations or unexpected system shutdowns.

6. Addenda to this RFP

Anser Advisory has confirmed there were no addenda issued for this project.

7. Fee Proposal

The Fee Proposal is enclosed in a separate sealed envelope marked Tajiguas Landfill Phase 3 Part 2 Partial Final Closure and Groundwater Protection System Phase III E CM Fee Proposal.

Team Resumes

Paul J. Buckley, P.E., OSD, LEED AP – Principal-in-Charge

Primary Point of Contact

Mr. Paul Buckley is Managing Director of Anser Advisory (formerly Simplus Management). Mr. Buckley has more than 37 years of experience in providing professional engineering program and CM for public agency infrastructure and heavy civil construction.

Representative Experience

Principal-In-Charge – Mr. Buckley is responsible for all technical aspects of program, project and CM, including estimating and bidding, contract negotiations and supervision of field/production operations. Mr. Buckley is responsible for leading numerous multi-disciplinary teams of professionals to develop multi-million-dollar, multi-year programs and projects. Mr. Buckley's background includes schedule and budget control, claims management, supervision and management implementation.

Experience in Landfill CM

- *Olinda Alpha Landfill Partial Final Closure Phase 2, Brea, CA - Principal Construction Manager*
- *FRB Landfill, Crews Quarters and Storage Facility, Irvine, CA - Principal Construction Manager*
- *FRB Landfill Scale House Backup Generator, Irvine, CA – Principal Construction Manager*
- *Cannery Street Landfill Gas System Project, Huntington Beach, CA – Sr. Construction Manager*
- *Household Hazardous Waste Collection Center Imp., Irvine, CA – Sr. Construction Manager*
- *FRB Landfill Landslide Backcut Excavation Project, Irvine, CA – Sr. Construction Manager*
- *Santiago Canyon Landfill Bench Paving & Stormwater Imp., Orange, CA – Sr.-Construction Manager*
- *FRB Landfill Potable & Fire Water System Imp. Irvine, CA - Principal Construction Manager*
- *FRB Landfill Phase VII-B Composite Liner, Irvine, CA – Sr. Construction Manager*
- *FRB Landfill Phase VII-A Composite Liner, Irvine, CA – Sr. Construction Manager*
- *FRB Landfill Stormwater Desilting Basin, Irvine, CA – Sr. Construction Manager*
- *FRB Landfill Access Road Repaving, Irvine, CA – Principal-In- Charge*
- *FRB Landfill Interior Access Road, Irvine, CA – Principal-In-Charge*
- *FRB Landfill Scale House & Maintenance Area Imp., Irvine, CA – Sr. Construction Manager*
- *FRB Landfill Traffic Routing Improvements, Irvine, CA - Sr. Construction Manager*
- *Santiago Canyon Landfill Closure, County of Orange, CA- Sr. Construction Manager*

Years of Experience: >37 years

Education:

B.S., Civil Engineering, New Jersey
Institute of Technology
A.S., Engineering Science, Middlesex
County College

Certifications:

Registered Civil Engineer, California
#52109
Registered Civil Engineer, Arizona
#20889
LEED AP
SWPPP QSD/P

Affiliations:

Construction Management
Association of America
U.S. Green Building Council
American Society of Civil Engineers

Stephen Mutch, P.E., CCM, Associate DBIA, QSD– Director of Environmental Services

Project Director

Mr. Stephen Mutch has more than 35 years of broad civil design and construction experience in surveying, civil design, project management, construction management, and contract administration for various types and sizes of public agency projects. His design experience includes work on public facilities and material recycling facilities, sewers, storm drains, wood and steel framed buildings, soil and groundwater remediation systems. During the past 17 years, he has focused his career on program, project and construction management as well as contract administration exclusively for public agency capital improvement projects. Mr. Mutch has an extensive environmental background and now serves as the Director of Environmental Services for Anser Advisory.

Experience in Landfill CM

- *Tajiguas Resource Recovery Project, County of Santa Barbara Department of Public Works, Santa Barbara, CA (12/2017-12/2020).* Sr. Project Manager and Owner’s Representative on the construction of a material recovery and anaerobic digester facilities totaling 95,000 square feet. Currently responsible for overall coordination of the design-build contractor and all County departments and other jurisdictional agencies.
- *55th Way Landfill Closure, City of Long Beach, CA -* Sr. Construction Manager for \$3.9M five-acre closure and park development project.
- *Amtrak Redondo Engine Facility, Los Angeles, CA -* Project Manager/Construction Manager for \$3.0 million cleanup of lead contaminated soils.
- *Point Loma Naval Facility, San Diego, CA*
- Construction Manager & Safety Officer for \$1.8 M environmental investigation of 13 sites
- *San Diego Naval Facility 32nd Street, San Diego, CA –* Conducted emergency response to delineate and cleanup of a JP-5 release from the Southwest Fire Fighting Training Center.
- *U.S. Marine Air Base, Yuma, Arizona –* Construction Manager for \$2.5M hazardous waste storage area and decontamination facility.

Years of Experience: >30 years

Education:

B.S., Civil Engineering, California State University, Long Beach

Certifications:

Registered Civil Engineer,
California #66757
SWPPP QSD
CCM Cert by CMAA, #2384

Affiliations:

Building Commissioning Authority
National Registry of Environmental Professionals
Construction Management Association of America
Design Build Institute of America

Tony Gatoff – CCM – Senior Construction Manager

Mr. Gatoff has 18 years of progressively responsible experience in construction management, including contract administration, project controls, oversight of construction activities, communication and coordination with owners, clients, architects and engineers, public agencies, utility agencies and contractors.

Mr. Gatoff has demonstrated an ability to carry out his technical procedures in an organized manner in order to achieve the project schedule, cost and technical performance objectives. His public agency projects include police stations, fire stations, emergency communications and operations centers, parking facilities, street utilities, storm drain projects, airports and landfill programs.

Years of Experience: >18 years

Education:
B.S., Construction Engineering
Management, California State
University, Long Beach

Certifications:
CCM Cert by CMAA, #4738
QSP Certified
ACI Tech 1

Construction Management Experience

- *FRB Landfill, Orange County, California (12/2013-Current)* – Mr. Gatoff is the Resident Construction Manager for a project involving CM, quality assurance and control, and A/P services for Phase VIII-C Excavation for Liner Construction, East Flank Landslide Remediation, Wetlands Basin Construction, West Channel Realignment, and East Canyon Excavation and Buttress Construction. Mr. Gatoff is responsible for project control, including cost, schedule control and quality assurance. Mr. Gatoff submits for client approval all progress payments, contractor submittals, inspections, RFI's and change order requests, and conducts weekly CM meetings.
- *FRB and Santiago Canyon Landfills, Front Face Access Road Paving and Drainage Facilities, Irvine, CA for Orange County Waste & Recycling* – Asst. CM and PW Inspector for the project consisting of the placement of eight-inch thick asphalt concrete over 12-inches of miscellaneous base on a 1,500-foot long by 32-foot wide existing subgrade. Final grading was required, including the excavation of 20-inches of soil for placement of road base and asphalt paving. The project also included construction of a concrete drainage channel and installation of roadside guard railing. The project at Santiago Canyon Landfill included the placement of 4-inch thick asphalt concrete over eight-inches of miscellaneous road base.
- *FRB Landfill, Landfill Information System Technology Study, Irvine, CA for Orange County Waste & Recycling* – Asst. CM and PW Inspector for the project consisting of installation of underground conduit, conductors, electrical, mechanical and computer equipment necessary to automate the vehicle weighing process for several scales at the FRB Landfill.
- *FRB Landfill, Phase VII-A and Phase VII-B Composite Liner System, Irvine, CA for Orange County Waste & Recycling* – Asst. CM and PW Inspector for the project consisting of unclassified excavation, unclassified fill, low permeability material processing and placement, construction of an 80-mil HDPE geosynthetic clay liner, construction of subdrain and leachate collection systems, and miscellaneous erosion control and civil improvements at the Frank R. Bowerman Landfill.

John V. Duong, EIT-FE – Assistant Construction Manager

Mr. Duong is an Assistant Construction Manager for Anser Advisory and has more than four years of experience in construction management and project controls for various heavy civil infrastructure projects. He possesses the organizational and technical skills necessary to coordinate and manage all contract administration requirements for large complex construction projects.

Solid Waste Construction Management Experience

- *FRB Landfill, OC Waste & Recycling, Irvine, CA* - Assistant Construction Manager and Project Controls Manager for the Crews Quarters and Storage Facility Project. Mr. Duong was responsible for all document control, including contractor submittals, RFI's, daily logs, inspection reports, meeting minutes, processing payment applications, monitoring schedules and assistance with change management tasks.
- *FRB Landfill, OC Waste & Recycling, Irvine, CA* - Assistant Construction Manager and Project Controls Manager for the Phase VIII-B1 Soil Buttress and Composite Liner project. Construction included mass excavation, transport, placement and compaction of soil materials within a designated buttress fill areas and construction of a composite liner groundwater protection system. Mr. Duong was responsible for all document control, including contractor submittals, RFI's, daily logs, inspection reports, meeting minutes, processing payment applications, monitoring schedules and assistance with change management tasks.
- *FRB Landfill, OC Waste & Recycling, Irvine, CA* - Assistant Construction Manager and Project Controls Manager for the Phase VIII-B2 Soil Buttress and Composite Liner project. Construction included mass excavation, transport, placement and compaction of soil materials within a designated buttress fill areas and construction of a composite liner groundwater protection system. Mr. Duong was responsible for all document control, including contractor submittals, RFI's, daily logs, inspection reports, meeting minutes, processing payment applications, monitoring schedules and assistance with change management tasks.
- *FRB Landfill, OC Waste & Recycling, Irvine, CA*, - Office Engineer for engineering control and management of landfill projects. Mr. Duong's responsibilities included measuring and gathering GPS points for proposed projects, assigning elevations to contour lines, determining flow rates and determining surface volumes. He calculated, analyzed and maintained refuse tonnage and load data. As a part of quality assurance and control, Mr. Duong monitored and collected groundwater sampling for compliance with the Regional Water Quality Control Board, including NPDES and SWPPP. He also participated in field surveys and construction inspections.

Years of Experience: >Four years

Education:

B.S., Civil Engineering, California State University, Long Beach

Certifications:

Engineer In-Training –
Fundamentals of Engineering
40-Hour Training Course –
Hazardous Waste Operations
and Emergency Response

ATTACHMENT A2

FEE ESTIMATE

Anser Advisory Fee Proposal and Manpower Estimate								
Construction Management Services								
Tajiguas Landfill Phase 3 Part 2 Partial Final Closure and Groundwater Protection System Phase III E								
Construction Project No. 129913 / 828380								
Project Phase	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19			
Anser Advisory	Precon	Construction				Close Out		
Paul Buckley - Principal	2	2	2	2	2	10	\$ 240.00	\$ 2,400.00
Stephen Mutch - Sr. PM	8	8	8	8	4	36	\$ 205.00	\$ 7,380.00
Tony Gatoff - Sr. CM	120	160	184	152	144	760	\$ 190.00	\$ 144,400.00
John Duong - Office Eng II		16	16	16	16	64	\$ 150.00	\$ 9,600.00
Per Diem	\$ 1,220.00	\$ 4,880.00	\$ 5,612.00	\$ 4,636.00	\$ 4,392.00			\$ 20,740.00
Field Vehicles	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00			\$ 6,750.00
Monthly Estimate	\$ 26,890.00	\$ 41,300.00	\$ 46,592.00	\$ 39,536.00	\$ 36,952.00			\$ 191,270.00

Per Diem Calculation					
Tony Gatoff (Est. Days On-Site)	5	20	23	19	18
Per Diem (\$244/day)	\$ 1,220.00	\$ 4,880.00	\$ 5,612.00	\$ 4,636.00	\$ 4,392.00

Vehicle Charges = \$1500/Month

Total Proposed Fee = \$ 191,270.00

See Anser Advisory Schedule of Fees for detailed fee information.

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 \$ **191,270**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. 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**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY 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.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

ATTACHMENT B1
SCHEDULE OF FEES

ANSER ADVISORY FEE PROPOSAL & SCHEDULE OF FEES

Construction Management Services for the Tajiguas Landfill Phase 3 Part 2 Partial Final Closure and Groundwater Protection System Phase IIIE Construction Project No. 129913 / 828380

Anser Advisory proposes to provide Construction Management Services as defined in the RFP and as described in this proposal for the fee shown on the Anser Advisory Fee Proposal and Manpower Estimate included at the end of this document.

NOTE: All Rates Shall Be Effective Through the Entire Term of this Agreement

	<u>Personnel Category</u>	<u>Rate/Hour</u>
01	Principal	\$240.00
02	Sr. Construction Manager, P.E.	\$205.00
03	Sr. Construction Manager, CCM	\$190.00
04	Construction Manager, P.E.	\$185.00
05	Construction Manager, CCM	\$185.00
06	Asst. Construction Manager, P.E.	\$175.00
07	Asst. Construction Manager, CCM	\$175.00
08	Scheduler/Estimator	\$165.00
09	Office Engineer II	\$150.00
10	Office Engineer I	\$145.00
11	Building Inspector – Prevailing Wage	\$145.00
12	Building Inspector – Prevailing Wage (Overtime)	\$170.00
08	PW Inspector – Prevailing Wage	\$125.00
09	Administrative Assistant	\$95.00

Subconsultants/Subcontractors

Non Listed Subconsultants/Subcontractors Cost plus 10%

Project Expenses

Special Reimbursable Expenses (When authorized by Site PM) Cost plus 10%

1. Identifiable printing or reproduction services, commercial printing and binding, and similar costs.
2. Identifiable postage/communication expense (large packages or express, overnight or next day mail charges), other than for general correspondence required for the performance of the work.
3. Travel costs if authorized in advance and in writing by the County Project Manager.
4. Mileage during the conduct of business within the Scope of Services (not including authorized on-site field vehicles) shall be based on the IRS Standard Mileage Rate in effect at the time.
5. Per Diem (for meals/lodging required by Labor Code) Government Rate for Santa Barbara County.

Other Direct Costs (ODCs) Markups

4x4 Field Vehicle \$1,500/mo./each

Prevailing Wage Rate Notes:

Basic Prevailing Wage Rate (Applies M-F for the first 8 hours worked per day)

OT Prevailing Wage Rate (Applies M-F for hours worked over 8, but less than 12 and on Saturday for the first 8 hours worked)

Double OT Prevailing Wage Rate (Applies on designated Holidays, Sundays, and Saturdays if more than 8 hours are worked, and M-F if more than 12 hours are worked)

Per Diem (for meals/lodging required by prevailing Wage Labor Code) Government Rate for Santa Barbara County.

Anser Advisory Exclusions:

Field office, field office furniture, field office utilities (high speed internet, electric, water, power, sewer), reimbursables not specifically defined above.

EXHIBIT C

Indemnification and Insurance Requirements (For This Anser Contract Only)

INDEMNIFICATION

A. Indemnification pertaining to other than Professional Services:

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, arising out of or related to the CONTRACTOR'S work or activities for the COUNTY and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation does not apply to the COUNTY's sole negligence or willful misconduct.

B. Indemnification pertaining to Professional Services:

CONTRACTOR agrees to indemnify and hold harmless COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, losses, damages, judgments and/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. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR's proportionate percentage of fault.

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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos

(Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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