

Contract Number : BC- 11-087

D1. Fiscal Year : FY 2010-11
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054
D3. Requisition Number..... :
D4. Department Name..... : Flood Control
D5. Contact Person..... : Matt Griffin
D6. Phone..... : 884-8074


K1. Contract Type (check one): [] Personal Service [] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : construction inspection services
K3. Original Contract Amount..... : \$288,200
K4. Contract Begin Date : May 3, 2011
K5. Original Contract End Date..... : June 30, 2012
K6. Amendment History (leave blank if no prior amendments):
Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate Purpose (2-4 words)
\$ \$ \$

K7. Department Project Number..... : SC8042
B1. Is this a Board Contract? (Yes/No) : yes
B2. Number of Workers Displaced (if any) : N/A
B3. Number of Competitive Bids (if any) : N/A
B4. Lowest Bid Amount (if bid)..... : \$
B5. If Board waived bids, show Agenda Date..... :
B6. ... and Agenda Item Number..... : #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code..... : 1701
F2. Current Year Encumbrance Amount..... : \$
F3. Fund Number : 2610
F4. Department Number..... : 054
F5. Division Number (if applicable)..... : 04-05
F6. Account Number : 8700
F7. Cost Center number (if applicable) :
F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) : 295499
V2. Payee/Contractor Name : Fugro West Inc.
V3. Mailing Address..... : P.O. Box 200559
V4. City State (two-letter) Zip (include +4 if known) : Houston, TX 77216
V5. Telephone Number : (805) 963-4450
V6. Contractor's Federal Tax ID Number (EIN or SSN) :
V7. Contact Person : Chris Lovato
V8. Workers Comp Insurance Expiration Date :
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :
V10. Professional License Number..... : #
V11. Verified by (name of County staff)..... :
V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership [] Corporation

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

Date : Authorized Signature  3-24-11

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and Fugro West, Inc. having its principal place of business at 211 E. Victoria Street, Suite D, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Matt Griffin at phone number (805) 884-8074 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Christopher Lovato at phone number (805) 963-4450 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: Matthew Griffin, Santa Barbara, County Flood Control & Water Conservation District, 123 E. Anapamu Street, Suite 240, Santa Barbara, CA 93101

To CONTRACTOR: Christopher Lovato, Fugro West, Inc., 211 E. Victoria Street, Suite D, Santa Barbara, CA 93101

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

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

4. **TERM.** CONTRACTOR shall commence performance on May 3, 2011 and end performance upon completion, but no later than June 30, 2012 unless otherwise directed by COUNTY or unless earlier terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Agreement for Services of Independent Contractor between the **Santa Barbara County Flood Control and Water Conservation District** and **Fugro West, Inc.**

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

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT


By: _____
Chair, Board of Directors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR
FUGRO WEST, INC.

By: _____
Deputy

By:  _____


Title: Vice President

SocSec or TaxID Number: 77-0205351

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

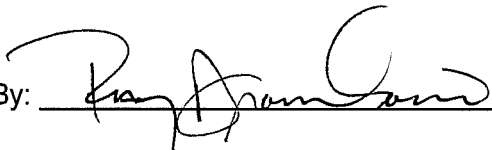
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy County Counsel

By:  _____
Deputy

Dept: 054
Fund: 2610
Acct: 8700
Program: 3005

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By:  _____



FUGRO WEST, INC.

EXHIBIT A
STATEMENT OF WORK

211 E. Victoria Street, Suite D
Santa Barbara, California 93101
Tel: (805) 963-4450
Fax: (805) 564-1327

November 22, 2010
Project No. 2010.0462

Santa Barbara County
Flood Control & Water Conservation District
123 E. Anapamu Street
Santa Barbara, California 93101

Attention: Mr. Matt Griffin:

Subject: Proposal for Construction Services, Lower Mission Creek, Reach 1A, Phase 1,
Santa Barbara, California

Dear Mr. Griffin:

Fugro is pleased to submit this proposal to provide construction services (management, inspection, and materials testing) for the Lower Mission Creek, Reach 1A, Phase 1 Project for the Santa Barbara County Flood Control and Water Conservation District (Flood Control). Our understanding of the project is based on discussions with you, and Filippin Engineering, and review of the project plans dated 7/6/10 and specifications dated September 10, 2010. The project will generally consist of reconstruction of approximately 300 feet of the existing Lower Mission Creek Channel northwest of State Street with secant pile walls. Based on information provided by Flood Control, the construction schedule is 125 working days between June 15 and Dec 15, 2011. Our project staffing, scope of work, and estimated fee to provide construction services are presented in this proposal.

PROJECT STAFFING

Based on conversations with Flood Control staff, we have been requested to provide a full-time construction inspector and a half-time construction manager for this project. We feel that all necessary coordination, site observation, construction documentation, and other tasks necessary to administer a successful construction project can be performed within this level of effort, on average, over the course of the project. Additionally, we will provide construction materials testing as required by the specifications during the course of construction.

Fugro proposes to staff the project with a team of professionals using personnel from Filippin Engineering and Fugro. The team will have the knowledge and experience required to effectively manage the critical elements of this project, such as the technicalities of secant pile wall construction, project sequencing, the complexities inherent with a highly visible location, public safety, coordination with multiple permitting agencies, and the sensitivity of construction in and around a riparian habitat. Our key staff for this project will be Kelly Wheeler, John Perrizo, Chris Starke, and Chris Lovato.

A member of the Fugro group of companies with offices throughout the world



Kelly R. Wheeler, P.E., Project Manager and Construction Manager. Ms. Wheeler will serve as the Project Manager and primary contact for the project. Ms. Wheeler is a registered civil engineer with over 10 years of design and construction experience. She will be responsible for the management of the work at the construction site, overseeing inspection of the work, communication with the Contractor, flow of information between the Contractor and the Owner, coordination with the various agencies and project stakeholders, and public relations. Ms. Wheeler has experience as the Project Manager for previous Flood Control projects, in addition to projects of similar size and scope.

John Perrizo, Construction Inspector. Mr. Perrizo will serve as the Primary Construction Inspector and will be onsite for the duration of the project. Mr. Perrizo has been providing construction management and inspection to various public agencies along the central coast for over twenty-five years. Mr. Perrizo has had the opportunity to be involved with a number of major public works projects in both Santa Barbara and Ventura County, in addition to previously working as a foundation contractor. Mr. Perrizo's background and experience will provide a unique perspective that will be of value to this particular project.

Mr. Perrizo was involved in a similar project in Lewiston, Idaho for the Army Corps of Engineers on the headwaters of the Snake River that included approximately ½ mile of wall construction using the slurry trench method with concrete cut off walls with soldier piles. He also was involved in construction of multiple high rise building foundations in the San Francisco area using CIDH construction. Having completed the inspection of several bridge and creek projects, he also has prior experience with the various environmentally sensitive items that will be affecting the Lower Mission Creek project.

Chris Lovato, G.E., Materials Testing Manager and Geotechnical Consultation. Mr. Lovato will serve as the materials testing manager and provide geotechnical consultation during the secant pile wall construction. Mr. Lovato is a registered civil and geotechnical engineer with over 15 years of experience in geotechnical engineering, construction observation and materials testing. He has provided construction services on several other Flood Control Projects.

Chris Starke, Construction Inspector/Senior Field Technician. Mr. Starke will provide drilled shaft observation during portions of the secant pile wall construction and provide construction materials testing services during the project. Since 1976, Mr. Starke has had continual experience in construction, engineering, inspection and testing. He been the inspector for drilled shaft construction, pile driving, mass grading, large concrete placements, asphalt laydown, structural steel verification, masonry construction, and post-tensioned structures. He has provided inspection services for all aspects of public works, schools, power facilities, and residential projects. He is an ICC and DSA certified Special Inspector for reinforced concrete, structural masonry, and post-tensioned concrete. He is experienced in providing inspection services involving government oversight by Caltrans, the Office of Statewide Health Planning and Development (OSHPD), the Division of the State Architect, and the Federal Aviation Administration (FAA).



On-Call Project Staffing. Although we do not anticipate the necessity of additional staff on the project, we are including resumes of additional staff that we feel can be valuable to the project in the event that the key staff noted above are on vacation, sick, etc., or if additional resources become necessary. We are also open and willing to the use of additional team members at the suggestion of Flood Control staff and want to work together to assemble the best possible team on the project. Resumes for the key personnel and the proposed on-call staff are attached to this proposal.

Matt Davis, P.E., Senior Construction Manager. Mr. Davis' work experience over the past 15 years includes project management and supervision on municipal projects from design through construction; estimating, management, inspection and construction of municipal projects. In addition, his experience includes employment as a Supervisor in the Construction Section at the City of Santa Barbara's Public Works Dept. This experience gives him an excellent understanding of agency mechanisms and expectations. Mr. Davis will be available as a back-up for both Ms. Wheeler and Mr. Perrizo performing on site construction management and or construction inspection.

Gino Filippin, P.E. Principal Construction Manager. As the owner of Filippin Engineering, Mr. Filippin will be available as a resource for any of the staff on the project. After decades of serving public agencies in the Tri-Counties, Filippin Engineering was formed to serve the specialized needs of public works clients. Mr. Filippin has over 28 years of experience in engineering design, construction management, construction engineering, contract administration, construction claims avoidance, and construction inspection. Even though he will not be personally assigned to the project, he will periodically perform quality control and assurance, and visit the construction site to review the work in progress and to assist the construction management team if needed. Mr. Filippin has a B.S. in Construction Management and is a registered Civil Engineer in California.

Tom Haas, Construction Inspector. Mr. Haas has over 19 years experience in construction special inspection, materials testing, and quality assurance on Public Works and infrastructure projects. These projects include wastewater and water treatment plants, airports, drainage structures, bridges, dams, reservoirs, utilities, multi-story structures, and roadways. He has provided special inspection and testing for reinforced concrete, masonry, adhesive anchors, drilled piers, and geotechnical inspection and testing for grading, foundations, pavement, subgrade stabilization. He has ICC certifications as a special inspector, reinforced concrete, and structural masonry, structural steel and welding, and prestressed concrete. He also has a CA Grade 1 Water Distribution Operator and OSHA 40 Hour HAZWOPR Training.

SCOPE OF WORK

Public works construction of any kind presents many challenges. To meet those challenges, the construction team's preferred approach is to work as an extension of the District's staff. Early communication is essential to the success of this project. Ms. Wheeler will meet with Flood Control's Project Manager to define the project goals and objectives and continually coordinate on the scope of services for our project team. For the purposes of this proposal, the following project phases have been identified with the associated items of work



that our project team can perform. Fugro and Filippin Engineering will provide the following construction services during construction.

TASK 1 – BIDDING & REVIEW SERVICES:

As indicated by Flood Control staff, extra effort needs to be taken to ensure the project team is familiar with the plans and specifications package prior to construction due to a number of complexities, including, but not limited to, extensive environmental permitting and the high public visibility. Upon receipt of final documents, our project team will take time to methodically review the project package, giving the team a head start on staying ahead of potential construction issues and minimizing costly delay claims during the project. Upon Flood Control's request, our team can also be available to staff during and prior to the bidding phase of the project for other services not included in this scope of work, such as constructability review or additional coordination as necessary.

TASK 2 – PRE-CONSTRUCTION SERVICES:

Prior to the start of construction, we will perform the following:

- ❖ **Submittal Review** – Receive, review and/or distribute Contractor submittals prior to the project for materials submittals, shop drawings, schedules, environmental permit compliance, and any other required documentation necessary prior to project kick-off.
- ❖ **Pre-Construction Conference** – Coordinate and chair, if requested by Flood Control staff, the Pre-construction Conference. Schedule meeting and provide notices to project participants prior to the start of any field activities. Prepare and distribute minutes of the conference.
- ❖ **Document Control** – Establish document control procedures and Construction Management procedures to ensure organized, complete, and effective construction management and documentation at the onset and throughout the project duration.
- ❖ **Develop Project Health and Safety Plan** - A project-specific Health, Safety and Environmental (HSE) Plan will be developed to identify HSE personnel, hazards, applicable Job Safety Analyses (JSAs), hazardous control procedures, minimum PPE equipment requirements, and local emergency contact information. The plan will be applicable for all Fugro and Filippin personnel working on site.

TASK 3 – CONSTRUCTION PHASE SERVICES:

Within the proposed level of effort, our team will perform construction management and observation services. Based on our experience with similar Flood Control projects, we expect that our services will consist of the following:

- ❖ **On-Site Management & Construction Phase Communication** - Execute contract administration as an agent of Flood Control. Establish and implement coordination and communication procedures among Flood Control, City, other permitting agencies



(Army Corps, Fish & Game, etc.), property owners, Fugro, Filippin Engineering, the Design Professional, and Contractors.

- ❖ **Construction Administration Procedures** - Utilize the Construction Management procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As Flood Control's representative at the construction site the Construction Manager shall be the party to whom all such information shall be submitted.
- ❖ **Review of Requests for Information, Shop Drawings, & Other Submittals** - Review the Contractors' requests for information, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, the project and construction budget, and the master schedule. Forward to the Design Professional for review the request for clarification or interpretation, shop drawing, sample, or other submittals, along with Filippin Engineering's comments. The Construction Manager's comments shall not relate to design considerations, but rather to matters of constructability, cost, sequencing, scheduling and time of construction, clarity, consistency, and coordination and documentation. The Construction Manager shall receive from the Design Professional, and transmit to the Contractor, all information so received from the Design Professional.
- ❖ **Change Order Preparation, Negotiation and Processing** - Establish, implement and coordinate systems for processing all contract change orders. Prepare independent cost estimate for all contract change orders. Negotiate all contract change orders with the Contractor. Prepare contract change order document for execution by Contractor and Flood Control.
- ❖ **Change Order Reports** - The Construction Manager shall prepare and distribute change order reports during the contraction phase. The report shall list all Flood Control-approved change orders by number, a brief description of the change order work, the cost established in the change order and percent of completion of the change order work.
- ❖ **Contractor's Construction Schedule** - The Construction Manager shall review each Contractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the contract documents and that it establishes completion dates that comply with the requirements of the master schedule. In addition, we will track conformance with the project schedule, requiring submission of a make-up schedule if necessary to keep the project on track for completion within the time deadlines.
- ❖ **Progress Payments** - The Construction Manager shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. The Construction Manager



shall make appropriate adjustments to each payment application and shall prepare and forward to Flood Control a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.

- ❖ **Photographs and Videos** - Provide videotape and photographic documentation of project site prior to, during, and after construction.
- ❖ **Maintain Construction Record Drawings** - Maintain one set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications and change orders.
- ❖ **Schedule Laboratory and Field Testing Services** - Schedule all laboratory and field testing services with our field technicians.
- ❖ **Construction Staking** – Oversee the Contractor’s construction staking operations, or perform coordination with the County surveyor to provide construction staking.
- ❖ **Reports** - Prepare weekly statements of working days, and daily observation reports. Prepare any other reports related to field services.
- ❖ **Resident Engineering** - Manage all field operations relating to project inspection, materials testing, measurement and payment, administration and conflict resolution.
- ❖ **Field Observation** - Provide full-time detailed field observation services to verify compliance and conformance with the Contract Documents. Daily construction reports will be completed.
- ❖ **Traffic Control and Safety Plans Review**– Review Contractor’s traffic control plan and safety plan for on-site workers and the general public. Monitor throughout construction for compliance with the approved plans and safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control. Report deficiencies to Contractor.
- ❖ **Public Relations** – Perform public relations and outreach as necessary to the community. This project is in a very visible, high profile area within Santa Barbara. We are sensitive to the need to be good neighbors, being proactive, responsive, and informative.
- ❖ **Coordination** – Perform coordination between the Design Engineer (Dean Ryan), Flood Control, other County departments (including biological monitoring), City of Santa Barbara, Fish & Game, Coastal Commission, Army Corps of Engineers, property owners, and other stakeholders or agencies as necessary throughout the project.

TASK 4 – MATERIALS TESTING, MANAGEMENT AND CONSULTATION:

- ❖ During construction, provide testing and inspection and respond to requests for information or clarification from the design team and the Contractor.



- ❖ Submit daily field reports as the work progresses. A copy of the daily field report will be submitted to the on-site construction inspector prior to leaving the site, unless otherwise instructed. Electronic copies of the daily report will be submitted to the Construction Manager, typically the following day.
- ❖ Submit concrete compressive strength reports for each set of test cylinders following the 28-day break results. Coordinate the distribution for the break reports with the Construction Manager. Concrete reports will be submitted in electronic (pdf) format and submitted via email unless otherwise requested.
- ❖ During secant pile wall construction we will provide geotechnical consultation with regards to pile construction.
- ❖ During construction we automatically track failing tests, retest and out of scope items and report them separately for each task on invoices. This allows the Owner to back-charge the contractor for failing tests and additional work that may be caused by the Contractor's methods or deviation from the specifications. Recognizing that some degree of retesting is always needed, we set up tasks within our accounting system at the inception of a project so that the costs and charges associated with retests, reinspection or out-of-scope items can be recalled and reported easily for each task within our scope of work.

TASK 5 – MATERIALS TESTING:

- ❖ Perform laboratory materials testing on samples of fill material, reinforcing steel, shotcrete, and concrete to assess compliance with specifications. The preliminary numbers of tests that we expect to perform are presented on Table 1 – Fee Estimate. The actual numbers and types of test may vary based on the project needs at the time of construction. Laboratory testing will be performed in accordance with applicable ASTM standards. Laboratory tests will likely consist of laboratory maximum density (Proctor), sieve analysis, sand equivalent tests, compression tests, and reinforcing steel bend and tensile tests.

TASK 6 – FIELD COMPACTION TESTING:

- ❖ Observe the subgrade prior to placing compacted fill material to evaluate whether or not the subgrade is suitable for fill placement. Perform compaction testing on the subgrade following subgrade preparation and compaction. Field compaction testing will be performed in general accordance with ASTM standards and testing frequency defined in the specifications. Bulk samples of fill materials will be taken for laboratory compaction testing.
- ❖ Observe fill placement in fill areas and perform field compaction testing to evaluate conformance with the specified compaction for structure backfill and the fill material being placed.



TASK 7 – FIELD CONCRETE/SHOTCRETE TESTING

- ❖ Provide Special Inspection to observe rebar and concrete placement for conformance with the specifications. Continuously observe concrete placement. Reinforcing steel will be inspected in advance of the placement.
- ❖ Cast test cylinders and perform slump, air, and temperature measurements during concrete placement.
- ❖ Observe shotcrete panels cast by the Contractor. After field curing the shotcrete panels will be cored using a 3-inch diameter core bit. Cores will be labeled and transported to our laboratory for compression testing.

TASK 8 – CLOSE-OUT SERVICES:

We anticipate the need for the following services during the construction close-out phase:

- ❖ **Meetings** – Conduct and coordinate meetings with Flood Control, Contractor, and other agencies related to project completion. Prepare meeting notices and prepare and distribute meeting minutes.
- ❖ **Reports** - Prepare reports that may be required during the final acceptance and project closeout.
- ❖ **Final Inspection and Punch list** - Provide final inspection and prepare list of project construction deficiencies for resolution by Contractor.
- ❖ **Construction Approval/Acceptance** - Make recommendations to Flood Control regarding final project approval and acceptance.
- ❖ **Final Payment** - Make recommendations regarding Contractor's final progress payment request. Prepare final progress payment report for submission to Flood Control.
- ❖ **Project Closeout** - Prepare documentation needed for project closeout. Deliver all project documentation to Flood Control.
- ❖ **Final Report** – Provide the Flood Control with a project final report that summarizes key information on the project.

FEE ESTIMATE

Table 1 (Fee Estimate) presents the personnel hours and laboratory testing costs we anticipate providing for the services described in this proposal. Services will be provided on a time-and-expense basis according to the rates on Table 1. We have not budgeted additional fees for working extended hours. Should extended hours be required, overtime rates (1.3 times the normal billing rate) will apply. There may also be periods of time during construction when the need for our services will not be as great as projected. We will not exceed the estimated budget without prior authorization of Flood Control.



The rate for field technician includes prevailing wage rates, the support vehicle, field testing equipment (such as the nuclear gage and concrete sampling and field test equipment), and mileage. The laboratory tests and personnel hours are categorized by task and type, respectively. Additional services can be provided according to fee schedule rates.

Since Fugro does not have control over the Contractor's schedule, cost estimates given prior to the beginning of construction are made in good faith based on our experience with similar projects and information provided by Flood Control. Our estimates may not coincide with the actual construction duration or Contractor's productivity, nor reflect the final scope of our involvement.

ASSUMPTIONS

The Contractor is solely responsible for full compliance with the contract documents. We understand that words such as "verify", "certify", "test", and "inspect", as used in the specifications, mean only that we will perform observations and tests, according to standard practices, on behalf of the owner so as to have reasonable certainty that the work we are authorized to observe is being constructed in general accordance with the plans and specifications. We will not direct nor take responsibility of the Contractors work or obligations. We will not be responsible for work that is performed in our absence or under the observation or inspection of others.

Thank you for this opportunity to provide construction services to Flood Control on this project. Please contact the undersigned if you have questions or we can be of service.

Sincerely,

FUGRO WEST, INC.

A handwritten signature in black ink that reads "Christopher L. Lovato".

Christopher L. Lovato, P.E.
Senior Geotechnical Engineer

A handwritten signature in black ink that reads "Jon M. Everett".

Jon M. Everett, P.E.
Principal Geotechnical Engineer

Enclosures: Table 1 – Fee Estimate
Fee Schedule (2009)

Attachment: Resumes
Kelly Wheeler
John Perrizo
Chris Lovato
Christopher Starke
Matt S. Davis
Gino P. Filippin
Tom Haas



Task	Personnel						Hours	Total Cost		
	Word Processor	Kelly Wheeler Project Manager	John Pentzo Contract Inspector	Chris Starks Contract Inspector/Field Technician	Chrys Lovato Geotech. Consultation					
Rate/Hour (2009\$)	\$75	\$145	\$95	\$105	\$185					
Construction Services:										
1. Bidding & Review Services		40	40				80	\$ 9,600		
2. Pre-Construction Services		40	40		20		100	\$ 12,900		
3. Construction Phase Services		500	750	250	60		1560	\$ 179,900		
4. Materials Testing Management and Reporting	40				80		120	\$ 16,200		
5. Materials Testing	per laboratory unit rates presented below									
6. Field Compaction Testing				60			60	\$ 6,300		
7. Field Concrete/Shotcrete Testing				300			300	\$ 31,500		
8. Close Out Services		20	20				40	\$ 4,800		
							0	\$ -		
							0	\$ -		
							0	\$ -		
Subtotal Labor:	40	600	850	610	160	0	0	0	2,260	\$ 261,200

Laboratory and Unit Costs (see fee schedule for additional tests)	Rate (2009\$)	Material/Service							No.	Total Cost
		Compacted Fill	Structural Backfill	Concrete-Drilled Piles	Concrete - Structural	Shotcrete	Reinforcing Steel	Grout		
Modified Proctor, 4 inch mold (D1557)	\$ 235	6	2						8	\$ 1,880
Modified Proctor, 6 inch mold (D1557)	\$ 275	2							2	\$ 550
Sieve Analysis of Coarse Aggregate (C136)*	\$ 60			40					40	\$ 2,400
Sieve Analysis of Fine Aggregate (C136)*	\$ 110			40					40	\$ 4,400
Sand Equivalent (D2419)*	\$ 95			40					40	\$ 3,800
Durability Index (D2419)*	\$ 140								0	\$ -
Stabilometer for AC (D1560)*	\$ 160								0	\$ -
Lab Compacted Unit Weight, each point (CT308A)*	\$ 110								0	\$ -
Specific Gravity and Absorption, Coarse (C127)*	\$ 80								0	\$ -
Cleaness Value (C142)*	\$ 140								0	\$ -
Concrete compression or hold (C39)*	\$ 30			240	16	16			272	\$ 8,160
CLSM compression or hold (D4832)	\$ 45								0	\$ -
Extraction and Sieve of AC (D2172)	\$ 315								0	\$ -
Unit Weight of Concrete Cylinder, oven dry	\$ 40								0	\$ -
R-value, AB, untreated (D2844, Cal 301)	\$ 335								0	\$ -
Pavement Cores (subcontracted)	\$ -								0	\$ -
Unit Weight of AC Cores	\$ 85								0	\$ -
Organic Content (D2974)	\$ 95								0	\$ -
Atterberg Limits (D4318)	\$ 155	4							4	\$ 620
Mortar Cylinder Compression (C39)	\$ 35								0	\$ -
Grout Prism Compression (C39)	\$ 45							9	9	\$ 405
CMU Block (fc, shrink, moist, absorp., unit wt)**	\$ 510								0	\$ -
Sulfate Soundness (C88, Cal 214)	\$ 125								0	\$ -
L.A. Abrasion at 500 revs (C131, Cal 211)	\$ 225								0	\$ -
Expansion Index (D4828, ICC 29-1)	\$ 235								0	\$ -
Rebar - Tensile and Bend (A-370) - per Quote	\$ 130						8		8	\$ 1,040
CIDH Inspection - Per Diem (per day)	\$ 130				24				24	\$ 3,120
Reimbursable Expenses (Filippin Engineering)	\$ -								0	\$ 600
Subtotal Lab Testing:									\$	26,975

* or California Test equivalent

** Per set of 3 block. There is a 3 week lead time for shrinkage results.

ESTIMATED TOTAL: \$ 288,200

FEE ESTIMATE
 Construction Services for Reach 1A, Lower Mission Creek - Phase 1
 Santa Barbara, California



FUGRO WEST, INC.

660 Clarion Court, Suite A
San Luis Obispo, California 93401
Tel: (805) 542-0797
Fax: (805) 542-9311

SOUTHERN CALIFORNIA 2009 FEE SCHEDULE
FOR CONSULTING SERVICES

PROFESSIONAL STAFF HOURLY RATE
Staff I Professional \$ 110
Staff II Professional 120
Project Professional I 140
Project Professional II 150
Senior Professional 165
Associate 185
Principal 215
Principal Consultant 240

TECHNICAL AND OFFICE STAFF
Field Technician/Inspector - Non-Prevailing Wage, Straight Time 95
Field Technician/Inspector - Prevailing Wage, Straight Time 105
Construction Inspector 110
Construction Services Manager 125
Engineering Assistant 110

Office Assistant 60
Word Processor/Clerical 75
Laboratory Technician 75
Technical Assistant/Illustrator 80
Illustrator II 85
CADD Operator 95
GIS Technician 95
HSE Manager 155

Overtime Rates for Technical and Office Staff:

- a. Saturday or over 8 hours/day during weekdays 1.3 x straight time
b. Sundays/holidays 1.5 x straight time
c. Swing or graveyard shift premium 1.3 x straight time

Fees for expert witness preparation, testimony, court appearances,
or depositions will be billed at the rate of \$325 per hour.

OTHER DIRECT CHARGES

Subcontracted Services Cost Plus 15%
Outside Reproduction Cost Plus 15%
Outside Laboratory Cost Plus 15%
Out-of-Pocket Expenses Cost Plus 15%
Travel and Subsistence Cost Plus 15%
Field Vehicle and Basic Sampling Equipment 125/day
Specialized Software Applications 30/hr
Finite Element/Finite Difference Packages 25/hr
Report reproduction and data reporting costs per staff hourly rates
Fee Schedule is subject to revision periodically

LABORATORY AND SPECIALTY TESTING AND EQUIPMENT..... See Separate Schedules

FUGRO WEST, INC.
2009 FEE SCHEDULE
LABORATORY AND MATERIALS TESTING



CLASSIFICATION TESTS

Moisture Content and Visual Classification (ASTM D2216 / D2488)	\$ 25
Total and Dry Densities (With Moisture Content ASTM D2937)	\$ 35
Add for Shelby Tube with above Tests	\$ 20
Plastic and Liquid (Atterberg) Limits (ASTM D4318)	\$ 155
Specific Gravity (AASHTO T100)	\$ 95
Organic Content (ASTM D2974)	\$ 95
Sand Equivalent (ASTM D2419)	\$ 95
Sieve Analysis (ASTM D422)	\$ 105
Less Than 200 grams of Fine-Grained Soil	
Sieve Analysis (ASTM C136, Cal 202)	
Coarse Fraction	\$ 60
Fine Fraction with Wash	\$ 110
Percent Passing #200 Sieve (ASTM D1140)	\$ 70
Particle Size Analysis -	
Sieve & Hydrometer (ASTM D422)	\$ 175
Quick Hydrometer Analysis	\$ 90

VOLUME CHANGE TESTS

Incremental Consolidation (ASTM D2435)	\$ 375
Additional Load Increment or Time Rate	\$ 60
Quick Cons., max 8 Loads (16 ksf max)	\$ 260
Constant Rate of Strain Consolidation,	
- To 16 ksf max (ASTM D4186)	\$ 425
- With Intermediate Rebound and Reload	\$ 500
Expansion Index (ASTM D4828; UBC 29-1)	\$ 235
Percent Swell (ASTM D2435)	\$ 115
Swell Pressure and	
Percent Swell (ASTM D4546)	\$ 260

STATIC STRENGTH TESTS

Hand Penetrometer	\$ 15
Torvane	\$ 25
Miniature Vane (ASTM D4648)	\$ 50
Miniature Vane, with Residual	\$ 55
Core Compression Test (Excl Stress-Strain)	\$ 80
Unconfined Compression, Soil (ASTM D2166)	\$ 100
Unconfined, Rock (ASTM D2938)	\$ 130
Triaxial Unconsolidated Undrained	\$ 140
(ASTM D2850)	
Triaxial Consolidated Drained	
Single-Stage	\$ 650
Multi-Stage	\$ Quote
Triaxial Consolidated Undrained (w/Pore Pressure)	
Single-Stage (ASTM D4767)	\$ 440
Multi-Stage	\$ Quote
Direct Shear, CD, 3 points (ASTM D3080)	\$ 435
Consolidated Undrained, 3 points	\$ 345
Add for Residual Strength, per point	\$ 50

Note:

Our laboratories are accredited by AASHTO, Caltrans, and the US Army Corps of Engineers

HYDRAULIC CONDUCTIVITY AND OTHER TESTS

Soil Chemistry for Corrosion (pH, chloride, sulfate, resistivity)	\$ 250
pH (soil)	Quote
pH (water)	\$ 30
Permeability - CH up to 4" Diameter	\$ 325
Permeability - CH 6" Diameter	\$ 425
Permeability - Flexible Wall (ASTM D5084)	\$ 360

EARTHWORK TESTS

Standard Proctor, 4 point (ASTM D698)	
- 4-inch mold	\$ 200
- 6-inch mold	\$ 240
Modified Proctor, 4 point (ASTM D1557)	
- 4-inch mold	\$ 235
- 6-inch mold	\$ 275
California Impact Compaction (Cal 216)	\$ 250
Moisture - Density Check Point	
- 4-inch mold	\$ 75
- 6-inch mold	\$ 100
Rock Correction for above	\$ 90
Soil Cement - Moisture/Dens. (ASTM D558)	\$ 275
Index Density and Unit Weight (ASTM D4253)	
Maximum	\$ 315
Minimum	\$ 135
R-Value (ASTM D2844; Cal 301)	\$ 310
Treated Soil	\$ 325
Aggregate Base	\$ 335
Base with Admixture	\$ 350
CBR (One Point) (ASTM D1883)	\$ 340
Proctor Compaction w/above CBR	Extra
Surcharge for Addition of Admixture	\$ 50

AGGREGATE TESTS

Percent passing #200 Sieve for Aggregate (ASTM C117)	\$ 85
Unit Weight and Voids in Aggregate (ASTM C29, Cal 212)	\$ 95
Organic Impurities of Concrete Aggregates (ASTM C40)	\$ 55
Sieve Analysis of Coarse Aggregate (ASTM C136, Cal 202)	\$ 60
Additional Test Increment of 10 kg	\$ 30
Sieve Analysis of Fine Aggregate (ASTM C136, Cal 202)	\$ 110
Specific Gravity & Absorption - Coarse (ASTM C127, Cal 206)	\$ 80
Specific Gravity & Absorption - Fine (ASTM C128, Cal 207)	\$ 125
Cleanliness Value (ASTM C142, Cal 227)	\$ 140
Durability Index - Coarse or Fine (ASTM C3744, Cal 229)	\$ 140
Sand Equivalent of Graded Aggregate (ASTM D2419, Cal 217)	\$ 95
Percentage of Crushed Particles (ASTM D5821, Cal 205)	\$ 100
Moisture Content of Aggregate (ASTM C566)	\$ 60

FUGRO WEST, INC.
2009 FEE SCHEDULE
LABORATORY AND MATERIALS TESTING (continued)



AGGREGATE TESTS (cont'd)

Sulfate Soundness - per sieve fraction (ASTM C88, Cal 214	\$ 125
L.A. Abrasion - at 500 revolutions (ASTM C131, Cal 211)	\$ 225

ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560, Cal 366) \$	160
Lab Compacted Unit Weight - Paraffin Coated Each Briquette (ASTM D1188, Cal 308A) \$	110
Surcharge for Rubberized AC for Above \$	20
Unit Weight of Asphalt Cores or Slabs	\$ 85
Theoretical Maximum Specific Gravity and Density of Asphalt Mixtures (ASTM D2041) \$	150
Extraction and Sieve Analysis of Asphalt Mixtures (ASTM D2172 & D5444)..... \$	315
Asphalt Content by Ignition (ASTM D6307, CT382)	\$ 150
Calibration Curve for Ignition Test	\$ 300

CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression	
Each 6 x 12 or 4x8 Cylinder (ASTM C39)...	\$ 30
Hold or Additional Test	\$ 30
Light Weight Concrete (CTM 548)	\$ 40
Cylinder Molds with Lids	\$ 8
Compression of Cored Concrete or Masonry Specimen Including End Preparation (ASTM C42).....	
	\$ 90
Soil-Cement Compression (ASTM D1633) ...	\$ 40
Shrinkage of Mortar and Concrete 3 Bars;	
Site Delivery & Pick Up Extra (ASTM C157)...	\$ 440
Unit Weight of Concrete Cylinders - Air Dry...	\$ 30
Unit Weight of Concrete Cylinders - Oven Dry \$	40
Shotcrete Panel - Lab Coring & Compression	
- 3 cores (ASTM C42).....	\$ 375
Grout Prism Compression - each (ASTM C39) \$	45
Mortar Cylinder Compression - each (ASTM C39).....	
	\$ 35
Composite Prism Compression (ASTM E447)	
- 8x8	Quote
- 8x12	Quote
- 8x16	Quote
CMU/Concrete Block Compression (ASTM C140).....	
	Quote
Site Pick up - Concrete Specimens - each..	\$ 13
Site Pick up - Masonry Specimens - each..	\$ 13
Site Pick up - Shotcrete Panel - each...	\$ 60
Site Pick up - Composite Prism - each.....	\$ 25
Absorption & Moisture of CMU/Concrete Blocks\$	95
Concrete Moisture Emission Test Kit - each [Technician Time Extra].....	
	\$ 60
Rebar - Tensile and Bend (ASTM A-370)	Quote

**MISCELLANEOUS LABORATORY TESTS
AND CHARGES**

Sample Remold Surcharge	\$ 85
Special Processing	Hourly Rates
Extrude Tube Sample and Visual Classification \$	70
Sample Tube Cutting, each cut.....	\$ 25
Sample Preparation - Non-Routine	\$ 100
Steel Drum - 55 Gallon with Lid.....	\$ 80
Gas Powered Generator.....	\$ 80
Shelby Tube with Caps.....	\$ 45
Addition of Soil Admixtures and Curing.....	\$ 95
Capping of Strength Test.....	\$ 40
Weight Analysis of Roofing Materials (ASTM D2829).....	
	\$ 50
Density of Sprayed on Fireproofing Materials. \$	60
Asphalt Slurry Seal	
Wet Track Abrasion (ASTM D3910)	\$ 70
Static Friction Test	
- Per Surface Location (ASTM C1028) ...	\$ 375
FerroScan Rebar Locator - per half day...	\$ 120
Coring Equip/Bit Charge - per half day.....	\$ 85
Bit Charge - Difficult Materials - per half day..	\$ 100
Specimen End Prep	
- Less than 4" Diameter - per cut.....	\$ 12
- 4" to 8" Diameter - per cut.....	\$ 18
Special Capping of Specimen	\$ 40
Patch or Grout Core Hole	\$ 35
Photograph of Sample	\$ 50
Additional Copies of Photographs	Cost + 15%
Local Site Pick up of Bulk or AC Sample	
- within 30-mile radius, per sample.....	\$ 60

NOTES:

- 1) Rates for other tests and test variations can be furnished on request.
- 2) Rates for Asphalt Concrete, Lime/Cement Admixture, and Portland Cement Concrete mix designs and testing can be furnished upon request.
- 3) The following are included at NO CHARGE: visual classification with all strength and volume change tests, natural water content and density with all triaxial compression and volume change tests.
- 4) Rush assignments are subject to a 25% surcharge.
- 5) Weekend or Holiday test assignments are subject to a 50% overtime surcharge
- 6) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
- 7) Sample shipment or other outside costs at Cost + 15%.

FUGRO WEST, INC.
2009 FEE SCHEDULE
FIELD EQUIPMENT AND SUPPLIES



FIELD INSTRUMENTATION/EQUIPMENT

Inclinometer Probe and Readout Device....	\$ 185/day	Baroid Drilling Fluid Test Kit.....	\$ 30/day
Rotary Hammer.....	\$ 40/day	Conductivity Probe (in situ)	\$ 55/day
Portable Photoionization Detector (PID)	\$ 125/day	CPN Corp. Hydroprobe	\$ 75/day
Gas Tech	\$ 25/day	Double-Ring Infiltrometer	\$ 75/day
Portable Flame Ionization Detector (FID)....	\$ 150/day	Downhole Soil Samplers	\$ 75/day
Field Computer.....	\$ 30/day	(2½-inch California liner, SPT)	
Manometer.....	\$ 55/day	Fisher TW-6 Metal Detector	\$ 50/day
Dynamic or Stainless Steel Penetrometer..	\$ 50/day	Gas Powered Generator	\$ 80/day
Brass or Stainless Steel Sample Sleeves..	\$ 8/each	Groundwater Modeling Software.....	\$ 25/day
Well Bailer - Disposable	\$ 15/each	Hermit 1000C and Transducer.....	\$ 135/day
Keyed-Alike Locks.....	\$ 8/each	ISCO Peristaltic Air Pump	\$ 25/day
55-gallon Drum.....	\$ 80/each	Positive Displacement Pump	\$ 25/day
Field Filter	\$ 25/unit	Temperature-pH-Conductivity Meter	\$ 25/day
Nuclear Gauge.....	\$ 50/day	Transducer (in situ)	\$ 75/day
Stainless Steel Hand-Auger Sampler.....	\$ 50/day	Water Level Recorder	\$ 20/day
Teflon Tape - 4" roll.....	\$ 35/roll	Water Sampling Pump	\$ 200/day
Liquinox.....	\$ 20/bottle	(Bladder Pump or Electric Submersible)	
Tyvek	\$ 15/each	Water Sampling Pump (Well Wizard).....	\$ 200/day
Respirator Cartridges	\$ 10/set	Well Bailer - Standard	\$ 25/day
Bulk Sample Bags.....	\$ 4/each	Disposable Camera.....	\$ 15/each
Water Level Indicator	\$ 20/day	Digital Camera	\$ 25/day
Kemlevel	\$ 20/day		
Well Cap 2"	\$ 22/each		
12 Channel Seismograph.....	\$ 150/day		
2-inch Diameter Water Meter	\$ 20/day		
4-inch Diameter Water Meter	\$ 40/day		
Asphalt Patch.....	Cost +15%		

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$ 288,200**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 15% of the agreement amount or **\$43,230**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY 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 presentation.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

INSURANCE

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

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

apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

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

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

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

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

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

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

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

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

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D