

Contract Summary Form: Contract Number: .....

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FY 2011/2012 and 2012/2013
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's).....: 1930 (054-05-01-1050-1 / 054-05-01-1050-0)
D3. Requisition Number .....:
D4. Department Name .....: Public Works
D5. Contact Person.....: John Haines
D6. Phone.....: 805-882-3627

K1. Contract Type (check one): [ ] Personal Service [X] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose.....: Construction Quality Assurances Services for Tajiguas IIIA
K3. Original Contract Amount .....: \$244,417.00
K4. Contract Begin Date.....: April 3, 2012
K5. Original Contract End Date.....: May 31, 2013
K6. Amendment History (leave blank if no prior amendments):

Seq# EffectiveDate ThisAmndtAmt CumAmndtToDate NewTotalAmt NewEndDate Purpose (2-4 words)
\$ \$ \$

K7. Department Project Number.....: 828357

B1. Is this a Board Contract? (Yes/No) .....: Yes
B2. Number of Workers Displaced (if any) .....: None
B3. Number of Competitive Bids (if any) .....: N/A
B4. Lowest Bid Amount (if bid).....: \$244,417.00
B5. If Board waived bids, show Agenda Date .....: N/A
B6. ... and Agenda Item Number.....: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶).....: Yes

F1. Encumbrance Transaction Code.....: N/A
F2. Current Year Encumbrance Amount.....: N/A (Enterprise Fund)
F3. Fund Number .....: 1930
F4. Department Number .....: 054
F5. Division Number (if applicable).....:
F6. Account Number.....: 8200
F7. Cost Center number (if applicable) .....: N/A
F8. Payment Terms .....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) .....:
V2. Payee/Contractor Name .....: Geosyntec Consultants
V3. Mailing Address.....: 2100 Main Street, Suite 150
V4. City State (two-letter) Zip (include +4 if known).....: Huntington Beach, CA 92648
V5. Telephone Number .....: (714) 969-0800
V6. Contractor's Federal Tax ID Number (EIN or SSN).....: 592355134
V7. Contact Person .....: Chris Conkle
V8. Workers Comp Insurance Expiration Date .....:
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl).....:
V10. Professional License Number .....: #70923
V11. Verified by (name of County staff) .....: Colleen Hankins
V12. Company Type (Check one): [ ] Individual [ ] Sole Proprietorship [X] Partnership [ ] Corporation

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

Date : Authorized Signature... 2/23/12 Colleen Hankins

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

1. **DESIGNATED REPRESENTATIVE.** John Haines at phone number (805) 882-3627 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Chris Conkle at phone number (714) 969-0800 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: John Haines, County of Santa Barbara, 130 East Victoria Street, Suite 100, Santa Barbara, CA 93101

To CONTRACTOR: Chris Conkle, Geosyntec Consultants, 2100 Main Street, Suite 150, Huntington Beach, CA 92648

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

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

4. **TERM.** CONTRACTOR shall commence performance on April 3, 2012 and end performance upon completion, but no later than May 31, 2013 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 **County of Santa Barbara** and Geosyntec Consultants

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

COUNTY OF SANTA BARBARA

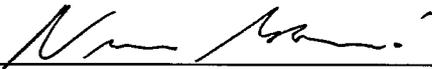
By: \_\_\_\_\_  
Doreen Farr, Chair  
Board of Supervisors

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

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

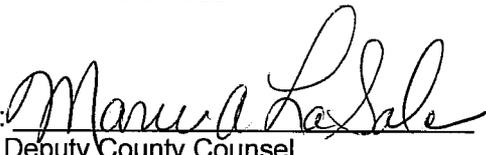
CONTRACTOR

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

By:   
See or TaxID Number: 592355134  
N.A.

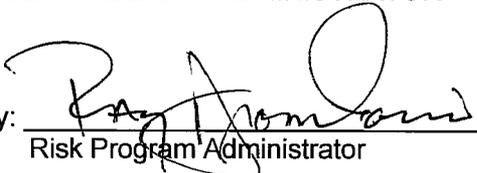
APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

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

By:   
Deputy County Counsel

By:   
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By:   
Risk Program Administrator

**EXHIBIT A**

**STATEMENT OF WORK  
PER PROPOSAL DATED FEBRUARY 16, 2012**

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16 February 2012

Mr. John Haines  
County of Santa Barbara  
Public Works Department  
130 E. Victoria St. Suite 100  
Santa Barbara, California 93101

**Subject: Proposal for CQA and Engineering Support Services  
Phase IIIA Groundwater Protection System  
Tajiguas Sanitary Landfill, Santa Barbara County, California**

Dear Mr. Haines:

## **INTRODUCTION**

Geosyntec Consultants, Inc. (Geosyntec) is pleased to provide this proposal for Construction Quality Assurance (CQA) and Engineering Support services for the subject project. This proposal is provided in response to your request that was conveyed to us by email on 3 February 2012 and discussed in subsequent telephone conversations.

We understand that Santa Barbara County (the County) is seeking services of a qualified consultant who can simultaneously provide CQA and Engineering Support services in support of construction of the Phase IIIA Groundwater Protection System. Previous experience with on-site work of this type is highly desirable.

## **BACKGROUND**

In preparing this proposal, Geosyntec reviewed the following:

- *Construction Drawings, Tajiguas Sanitary Landfill, Phase IIIA Groundwater Protection System, prepared by SWT Engineering, dated January 2012;*
- *Construction Quality Assurance Plan, Phase IIIAC, Tajiguas Sanitary Landfill, Santa Barbara, CA, prepared by Geosyntec Consultants, dated 13 December 2011.*

Mr. John Haines  
16 February 2012  
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We also consulted SWT engineering (the project's design engineer), whom we have collaborated extensively with in the past and who developed a tentative construction schedule for the overall project. Based upon that schedule and the 120 working days (24 week) project duration allowed for the County's contractor, Geosyntec developed a tentative CQA schedule for the Phase IIIA construction project. This tentative CQA schedule is presented in Figure 1.

Figure 1 indicates that construction requiring CQA will begin on or around 30 April 2012 and will continue until approximately October 2012. Finalization of the CQA report for the groundwater protection system component will occur in approximately early September 2012. Our staffing and cost estimate were developed accordingly.

## **PROPOSED SCOPE OF WORK**

Consistent with the CQA plan for the project, Geosyntec has organized the scope of work into the following five tasks:

- Task 1: Construction Observation Services;
- Task 2: Laboratory Testing;
- Task 3: Project Management;
- Task 4: Preparation of CQA Report;
- Task 5: Engineering Support; and
- Task 6: Concrete Observation Services.

### **Task 1: Construction Observation Services**

Geosyntec will provide CQA services, limited to CQA monitoring, sampling, field testing, and documenting liner system construction. The CQA activities performed by Geosyntec will be in general accordance with the CQA plan for the project and the project plans and specifications. While on site, Geosyntec will be involved in general, earthwork, and geosynthetic field activities.

***General Field Activities***

Throughout construction of Phase IIIA, Geosyntec's field CQA personnel will perform daily activities that are routinely performed as part of general field activities. These activities will include the following:

- interfacing with County and contractor personnel;
- documenting on-site construction personnel, equipment, and weather conditions;
- collecting, collating, and reviewing documentation as required by the plans and specifications;
- maintaining a photographic record of construction progress; and
- maintaining daily field logs and weekly progress reports.

***Earthwork Field Activities***

Geosyntec will monitor and test the earthwork activities to document compliance with the plans and specifications. Geosyntec's CQA activities will include the following:

- Collecting geotechnical test samples of earthwork materials (included screened and processed low permeability material and in place low permeability material) and shipping the samples to the testing laboratory as needed;
- Monitoring and field testing during the demonstration fill construction;
- Monitoring and field testing, and sampling during the placement of approximately 290,000 cubic yards of engineered fill;
- Monitoring and field testing, and sampling during the placement of approximately 9,000 cubic yards of low permeability material;
- Monitoring of placement of veneer and protective cover soil. Materials will be sampled for conformance, but no density tests are anticipated to be conducted at this time;

- Observing cut slopes prior to placement of liner for evidence of potential groundwater seeps or slope instability;
- Reviewing gravel and aggregate test results for compliance with specifications; and
- Reviewing the geotechnical laboratory test results for compliance with the specifications.

### ***Geosynthetic Field Activities***

During the geosynthetic field activities, Geosyntec field CQA personnel will perform daily activities that will include, but are not necessarily limited to, the following:

- documenting delivery of geosynthetics at the site and comparing the delivered inventory against the inventory list prepared at the factory;
- reviewing the manufacturer's quality control test results for compliance with the specifications;
- documenting the storage, handling, and placement of geosynthetics delivered to the site and inspecting for damage that occurred during shipping and handling;
- reviewing the laboratory test data for compliance with the specifications;
- documenting rejection of geosynthetic materials;
- monitoring and documenting the deployment and installation of the geosynthetic materials and marking repair locations;
- monitoring trial geomembrane seaming and contractor destructive testing of trial seams;
- monitoring and documenting production seaming or joining of the adjacent geosynthetics;
- monitoring and documenting repairs for geosynthetics;

- monitoring and documenting the non-destructive field testing of production geomembrane seams and other repairs;
- selecting destructive geomembrane production seam sample locations and documenting their location;
- reviewing the destructive seam test results for compliance with the specifications; and
- monitoring and documenting the repair of geomembrane production seams that failed either non-destructive or destructive CQA testing criteria.

For Task 1, Geosyntec has budgeted a total of 680 hours (85 days at 8 hours per day) for CQA Monitor time over the course of the 120 day construction period. This will include a total of 120 hours (15 days at 8 hours per day) for a Site Manager II level monitor for Geosynthetics monitoring and a total of 560 hours (70 days at 8 hours per day) for a Site Manager II level monitor for Earthworks.

### **Task 2: Laboratory Testing**

Geotechnical laboratory testing will be performed in general accordance with the project specifications and the CQA plan.

Geotechnical laboratory testing will be conducted by Excel Geotechnical Testing, Inc. located in Roswell, Georgia, with which Geosyntec has had a long-term working relationship.

All geosynthetics laboratory testing (including interface shear strength) will be the responsibility of the geosynthetics contractor.

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

Geosyntec's Project Manager, Mr. Chris Conkle, P.E., G.E. will be responsible for directing the project and CQA personnel. Dr. Neven Matasovic, P.E., G.E. will serve as project director and periodically assist Mr. Conkle on technical matters requiring special attention. Both Mr. Conkle and Dr. Matasovic and have an extensive experience in various aspects of landfill engineering projects.

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Mr. Conkle and Dr. Matasovic will be located in Geosyntec's Huntington Beach, California office. Additional support staff will be available in Geosyntec's Santa Barbara and Huntington Beach offices to periodically perform project administration duties (e.g., invoicing, reproduction, and overnight shipping).

Geosyntec's Project Manager, Chris Conkle, will:

- administer the contract;
- update the existing the Site Health and Safety Plan;
- make site visits, including attendance at project kickoff meetings and biweekly construction meetings;
- handle CQA contract and administrative matters;
- introduce all project personnel;
- communicate regularly with on-site CQA personnel;
- be responsible for technical aspects of the project related to CQA;
- review the CQA documentation;
- direct CQA operations and communicate directly with the County's Site Manager and/or Project Manager; and
- prepare, sign, and seal the CQA certification report.

In particular, Geosyntec's Project Director, Dr. Neven Matasovic, will:

- be responsible for technical CQA items that require special attention, such as interface conformance testing and communication with regulatory agencies (if required and approved by the County Project Manager); and
- provide senior review of the CQA certification report.

Geosyntec has budgeted 8 hours per week for the Project Manager and 1 hour per week for the Project Director for the course of the project. It is assumed that the project

construction will begin in April 2012 and continue through September 2012 (a duration of approximately 120 working days or 24 weeks).

#### **Task 4: Preparation CQA Report**

At the completion of construction, Geosyntec will prepare the final CQA report that will document the quality of construction in general accordance with the project documents. The report will contain a narrative description of significant aspects of the field and laboratory CQA activities undertaken by Geosyntec. Geosyntec will include documentation of construction activities (presented on the field logs and weekly reports) as appendices to the final report.

The Engineer of Record (i.e., Geosyntec's Project Manager), a registered Professional Engineer (P.E.) and Geotechnical Engineer (G.E.) in the State of California, will sign and seal the final report of CQA field activities. Geosyntec will provide the County with two (2) initial (draft) copies of the report within one (1) month of the completion of Sequence 1 work. Subsequently, Geosyntec will submit four (4) copies of the final report to County within one (1) week of receiving comments from the County.

Additionally, at the time of completion of the Sequence 1 construction, Geosyntec will prepare a letter on behalf of the County to the RWQCB requesting conditional approval of the construction so that the County may occupy the Phase IIIA area.

#### **Task 5: Engineering Support**

Geosyntec will provide engineering support services during the construction.

Geosyntec's Project Manager, Chris Conkle, will:

- review the submittals;
- evaluate field conditions encountered during construction to evaluate impact on proposed construction; and
- review design modifications/clarifications prepared in response to field conditions.

Response to RFIs and maintenance of project submittal log will be the responsibility of the construction manager.

Geosyntec has budgeted 4 hours per week for the Project Manager and 1 hour per week for the Project Director for the course of the project.

**Task 6: Concrete Observation Services**

Geosyntec will perform CQA activities to monitor and test shotcrete work during the out of channel basin floor and slope construction. These activities will document compliance with the plans and specifications. Geosyntec's CQA activities will include, but are not limited to, the following:

- Observe preparation of foundation for shotcreting;
- Observe the placement of reinforcing steel, construction joints and control joints;
- Measure the slump of the wet concrete for conformance with the project specifications;
- Closely observe shotcreting operations to confirm the crew is using proper procedures including removal sand pockets, sloughed material and rebound before coverage by additional shotcrete; and
- Observe the preparation of test panels and coring of in place concrete in accordance with ASTM C42/C42M for strength testing.

Geosyntec assumes that the cost of required concrete laboratory conformance testing will be borne by the contractor.

Geosyntec assumes that one CQA inspector is required on site full time during an assumed 4 week concrete construction period. For Task 6, Geosyntec has budgeted a total of 160 hours (20 days at 8 hours per day) for CQA Monitor time. Additionally, 4 hours per week during the 4 week construction period has been budgeted for Geosyntec's project manager to review documentation and field reports.

In the event that additional shotcrete nozzles are utilized for the project, additional monitors may be required.

## **STAFFING**

Geosyntec's Project Manager will be Mr. Chris Conkle, P.E., G.E., a Geotechnical Engineer with over 5 years of local (southern California) experience. When necessary, Mr. Conkle will consult with the Project Director, Dr. Neven Matasovic, P.E., G.E., a Geotechnical Engineer with over 25 years of professional experience. Dr. Matasovic will also provide internal quality control and facilitate resolution of technical and other issues that might arise during the project.

Geosyntec's CQA monitors will be selected from a pool of qualified monitors, several of whom have participated in earthworks and geosynthetic monitoring during construction of Phases IIA, IIB, and IIC at the site.

## **SCHEDULE**

This proposal is intended to cover the period from the beginning of construction in April 2012 to the completion of construction and finalization of the construction quality assurance report for the project in September 2012 as shown in Figure 1. If the actual construction schedule differs from the schedule shown in Figure 1, Geosyntec reserves the right to renegotiate the rates provided in our attached rate sheet or submit a change order request for the anticipated additional scope of work.

Geosyntec assumes that a CQA Monitor will be present on site full time during engineered fill placement, low permeability layer placement, and protective cover soil installation. An additional monitor will be mobilized for the geosynthetics and concrete work if these tasks overlap.

This project will be complete upon Geosyntec's submittal of a construction quality assurance report for Phase IIIA to the regional water quality control board.

## **COST ESTIMATE**

Geosyntec proposes to bill for its services on a time and material basis. The estimated cost for providing construction quality assurance services over the 120 day duration of the project is **\$244,417** over the 120-day duration of the project. A detailed cost estimate is included as Attachment A and was formulated in accordance with Geosyntec's Fee Schedule presented in Attachment B.

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

- *Project Documents:* The County will make available a sufficient number of copies of the project documents (including a set of full-size drawings) for the site personnel at the pre-construction meeting.
- *Health and Safety Plan:* The owner or contractor will provide: (i) any necessary Health and Safety Plan for the scope of work described herein; and (ii) any necessary monitoring equipment. Geosyntec will develop its own Health and Safety Plan for the CQA activities carried out by Geosyntec personnel.
- *Expenses:* Geosyntec will invoice costs for expenses (including vehicle, per diem, mileage, and other project-specific purchases and expenses). Geosyntec details these expenses in Attachment A.
- *Travel:* Geosyntec will bill travel expenses at cost plus 12% markup; however, Geosyntec will not bill the County for costs associated with personnel rotation travel, should it occur.
- *Charged Time:* Hours worked on the project will be billed at the rates indicated in the attached Schedule of Fees (these rates are also utilized in the project cost build-up). The cost estimate assumes that CQA monitors are required to perform work no more than 8 hours per day. Overtime rates are provided in Attachment B. If CQA staff work federal statutory holidays (i.e., Thanksgiving Day, Christmas, etc.), the rates provided will be doubled for hours worked on these days, in accordance with prevailing wage laws.
- *Accommodations and Meals:* Geosyntec will bill a per diem of \$46 per person per calendar day for meals. In addition, Geosyntec will bill for required lodging at cost plus 12% markup. An estimate of \$135 per day (including markup) has been used based on accommodations available in the project area. In the event of inclement weather, Geosyntec will bill subsistence for on-site personnel regardless of days not worked.
- *Vehicle:* Geosyntec proposes to provide a rental/company vehicle for use by Geosyntec CQA personnel on site. The estimated costs for this vehicle, included in the budget estimate, include the costs of fuel and maintenance.

- *Consumables:* Geosyntec estimates that \$2000 for the project will cover the cost of field supplies (small tools, markers, paint, soil sample bags, photographs, computer supplies, etc.), and will be billed at cost plus 12% markup.
- *On-Site Facilities:* Geosyntec CQA personnel will require space for office work, power, and small equipment storage while on site. Geosyntec assumes that the County will provide these facilities.
- *Field Equipment:* Geosyntec will provide a nuclear moisture/density gauge for use by CQA personnel. The estimated cost for these items includes shipping costs to and from the site for this equipment and includes the total rental charges for the equipment. Geosyntec assumes that the County will provide a proper overnight storage area for the nuclear gauge, which requires special handling and lockdown.
- *Final Report:* Geosyntec proposes to provide two (2) copies of a draft certification report and four (4) copies of the final certification report which will include: (i) a detailed report summarizing site construction and CQA activities; and (ii) relevant documentation of on-site construction.
- *Change Orders:* Changes to the scope of work for CQA services (including number of working days, field monitors, and laboratory testing requirements) must be approved in writing between the County and Geosyntec. Changes can be approved on a Geosyntec Field Change Order Form or an appropriate County form.
- *Field and Laboratory Testing:* Geosyntec developed the cost estimate assuming that the field and laboratory testing requirements and material quantities presented in this proposal are appropriate. Additional testing, if required due to failing materials or other reasons, will be conducted per the rates in this proposal with County approval prior to conducting the tests.

## **STATEMENT OF CONFORMANCE AND COMMITMENT**

Geosyntec makes the following commitments to the County:

Mr. John Haines  
16 February 2012  
Page 12

- Work tasks identified in this proposal will be performed in accordance with the assumptions stated in this document.
- During the course of our work, Geosyntec's standard insurance coverage will be in effect, including General Liability coverage (\$1,000,000/ \$2,000,000), Professional Liability (Errors and Omission; \$2,000,000) coverage, and Automobile Liability (\$1,000,000), as well as the Worker's Compensation insurance.
- Geosyntec will adhere to the schedule and budget. The budget will not be exceeded unless the scope of services or schedule changes and without prior approval of the County.
- The same Project Manager and Field CQA Monitors will participate in the project for the duration of the construction. Unless the project is significantly delayed, the individuals identified in this proposal will be the key personnel assigned to the project. We will not substitute personnel without prior approval of the County.
- We are aware of the "prevailing wage" requirements and have incorporated them in our cost proposal.
- We will provide the County with professional services consistent with the standards of the profession. Our internal quality control program requires that every project deliverable be peer reviewed by a senior member of the firm with appropriate experience and qualifications prior to submittal to the client.

Mr. John Haines  
16 February 2012  
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**CLOSURE**

Geosyntec is enthusiastic about working with the Santa Barbara County Public Works Department on this important project. Please contact any of the undersigned at (714) 969-0800 if you have any questions or comments or if you need additional information.

Sincerely,



Chris Conkle, P.E., G.E.  
Project Engineer/Project Manager



Neven Matasovic, Ph.D., P.E., G.E.  
Associate/Project Director

Attachment A: Detailed Cost Estimate  
Attachment B: Geosyntec Fee Schedule

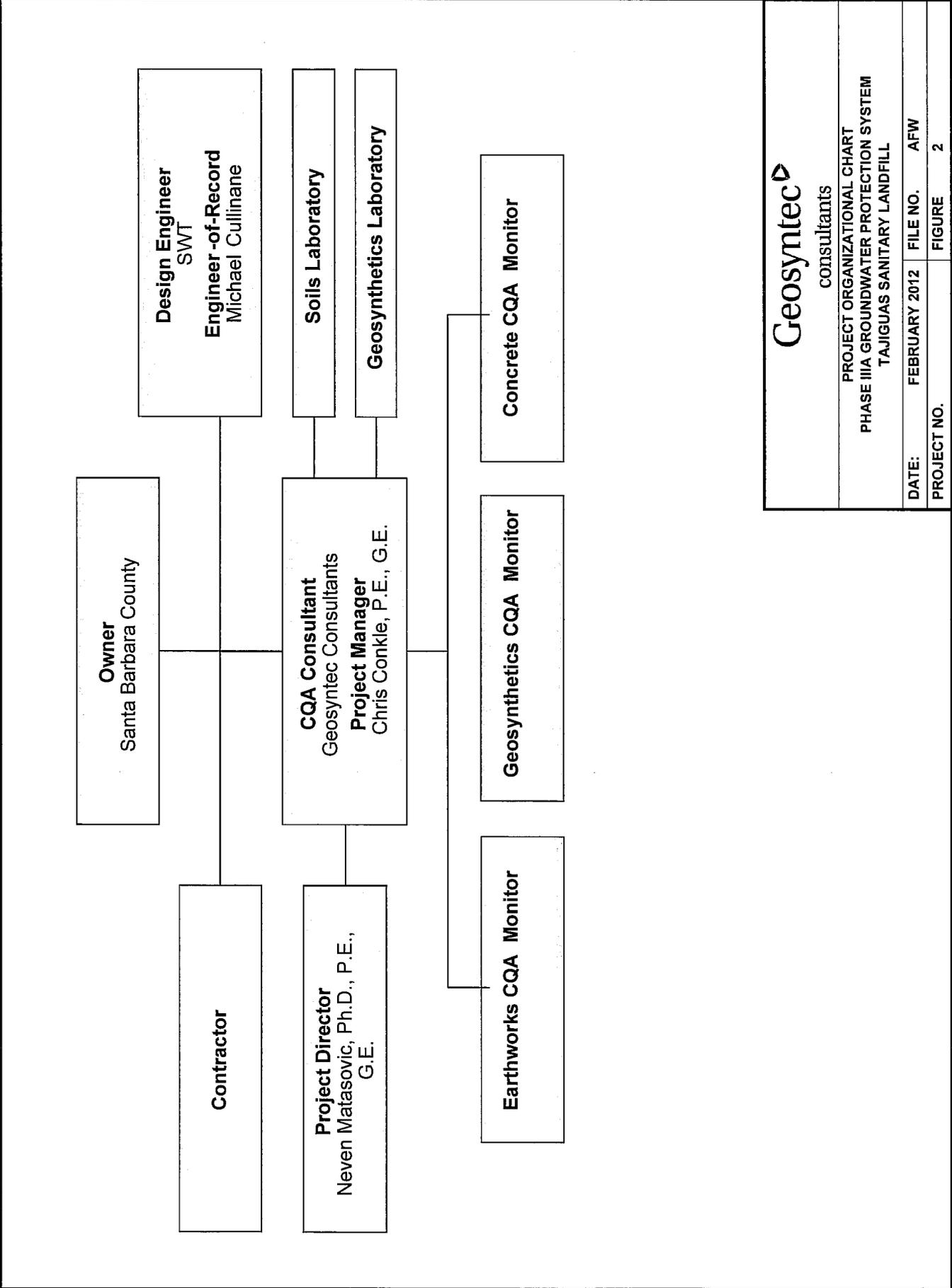
	Weeks																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	4/23	4/30	5/7	5/14	5/21	5/28	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	9/10	9/17	9/24	10/1
<b>GEOSYNTEC PERSONNEL ON-SITE</b>	◇																					◇		
Earthworks Monitor																								
Geosynthetics Monitor																								
Concrete Monitor																								
Preliminary Approval from RWQCB																								
Submit COA Report to County																				◇				
<b>SEQUENCE 1</b>	◇																							
Mobilization																								
Clearing and Grubbing																								
Blasting																								
Excavation																								
Fill West Berm																								
Low Permeability Liner																								
Slope Veneer																								
FML/Geotextile																								
Gravel																								
PCS																								
<b>SEQUENCE 2</b>																								
Blasting																								
Excavation																								
Fill																								
Concrete Channel																								
Pipes																								
Spillway/Other																								
Clean Up																								

Note: Sequence 1 and Sequence 2 schedules shown based on construction schedule provided by SWT Engineering on 24 January 2012.



GEOSYNTEC CONSULTANTS CQA SCHEDULE  
 PHASE IIIA GROUNDWATER PROTECTION SYSTEM  
 TAJIGUAS SANITARY LANDFILL

DATE: FEBRUARY 2012 FILE NO. AFW  
 PROJECT NO. FIGURE 1



consultants

PROJECT ORGANIZATIONAL CHART  
 PHASE IIIA GROUNDWATER PROTECTION SYSTEM  
 TAJIGUAS SANITARY LANDFILL

DATE: FEBRUARY 2012 FILE NO. AFW

PROJECT NO. FIGURE 2

Figure 2 - Organization Chart.doc

ATTACHMENT A  
Detailed Cost Estimate

**TABLE 1  
COST ESTIMATE SUMMARY  
PHASE IIIA GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL  
SANTA BARBARA COUNTY, CALIFORNIA**

<b>TASK No.</b>	<b>TASK TITLE <sup>(1)</sup></b>	<b>TOTAL</b>
1	Construction Observation Services	\$115,728
2	Laboratory Testing	\$18,448
3	Project Management	\$39,107
4	CQA Report	\$21,631
5	Engineering Support	\$21,383
6	Concrete Observation Services	\$28,120
<b>TOTAL</b>		<b>\$244,417</b>

Notes: (1) For detailed cost breakdown, see Tables 2 through 4.

TABLE 2  
COST ESTIMATE BREAKDOWN  
PHASE IIIA GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL  
SANTA BARBARA COUNTY, CALIFORNIA

TASK NUMBER	TASK/SUBTASK TITLES	LABOR CATEGORY AND RATE													TOTAL		
		Q&A PROJECT DIRECTOR	Q&A PROJECT MANAGER	Q&A MONITOR EARTHWORKS (PREVAILING WAGE)	IN-GRADE GEOLOGIC MAPPING	Q&A MONITOR GEOSYNTHETICS (PREVAILING WAGE)	Q&A MONITOR CONCRETE (PREVAILING WAGE)	C&D OPERATOR	WORD PROCESSOR	ADMINISTRATION	SUBTOTAL LABOR	COMMUNICATION FEE (3% of Professional Fee)	SPECIALIZED COMPUTER APPLICATIONS (\$15 per hour)	FIELD EXPENSES		LABORATORY TESTING EXPENSES <sup>(1)</sup> (includes 12% markup)	MISC. EXPENSES <sup>(2)</sup>
1	Construction Observation Services	\$205	\$165	\$112	20	\$112	\$112	\$120	\$57	\$57	\$78,360	\$2,351		\$35,017			\$37,368
2	Laboratory Testing		24								\$3,960	\$119		\$14,369			\$14,488
3	Project CQA Management	24	192							24	\$37,968	\$1,139					\$1,139
4	Preparation of CQA Report	16	80				16	16	16		\$19,312	\$579	\$240		\$1,500		\$2,319
5	Engineering Support	24	96								\$20,760	\$623					\$623
6	Concrete Observation Services		16			160					\$20,560	\$917	\$6,943				\$7,560
	<b>SUBTOTAL</b>	64	408	560	20	160	160	16	16	24	\$180,920	\$5,428	\$240	\$41,960	\$14,369	\$1,500	\$63,497
																	\$115,728
																	\$18,448
																	\$39,107
																	\$21,631
																	\$21,383
																	\$28,120
																	\$244,417

Notes:

- (1) A detailed breakdown for field expenses and laboratory testing expenses is presented in Tables 3 and 4.
- (2) Miscellaneous expenses include reproduction costs and/or shipping costs.
- (3) Markup applies only to subcontract services

**TABLE 3A  
FIELD EXPENSE BREAKDOWN (CONSTRUCTION OBSERVATION)  
PHASE IIIA GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL  
SANTA BARBARA COUNTY, CALIFORNIA**

<b>FIELD EXPENSES</b>	<b>UNIT</b>	<b>RATE (incl. 12% markup where applicable)</b>	<b>QUANTITY</b>	<b>COST</b>
Nuclear Gauge	weeks	\$225	9	\$2,025
Miscellaneous Field Expenses	NTE	\$2,500	1	\$2,500
Lodging	day	\$135	119	\$16,065
Per Diem (Meals)	day	\$46	119	\$5,474
Rental Truck	month	\$1,375	5	\$6,875
Mileage for Biweekly site visits	miles	\$0.555	3744	\$2,078
<b>TOTAL</b>				<b>\$35,017</b>

**TABLE 3B**  
**FIELD EXPENSE BREAKDOWN (CONCRETE TESTING)**  
**PHASE IIIA GRO UNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDELL**  
**SANTA BARBARA COUNTY, CALIFORNIA**

<b>FIELD EXPENSES</b>	<b>UNIT</b>	<b>RATE (incl. 12% markup where applicable)</b>	<b>QUANTITY</b>	<b>COST</b>
Miscellaneous Field Expenses	NTE	\$500	1	\$500
Lodging	day	\$135	28	\$3,780
Per Diem (Meals)	day	\$46	28	\$1,288
Rental Truck	month	\$1,375	1	\$1,375
<b>TOTAL</b>				<b>\$6,943</b>

**TABLE 4  
EARTHWORKS TESTING EXPENSES  
PHASE IIIA GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL  
SANTA BARBARA COUNTY, CALIFORNIA**

Type Of Test	ASTM Standard	# of Tests	Responsible Party	Unit Price	Total Cost
<b>Low Permeability Material (including demonstration fill)</b>					
Engineering Classification and Moisture Content	ASTM D 2487 and D 2216	5	Laboratory	\$12	\$60
Atterberg Limits	ASTM D 4318	5	Laboratory	\$60	\$300
Modified Proctor	ASTM D 1557	5	Laboratory	\$137	\$685
Particle Size Analysis	ASTM D 422	5	Laboratory	\$52	\$260
Hydraulic Conductivity Using Flexible Wall Test	ASTM D 5084	3	Laboratory	\$255	\$765
In-Place Moisture and Density (Nuclear)	ASTM D 3017 and D 2922	80	Geosyntec	---	---
In-Place Moisture and Density (Sandcone)	ASTM D 1556	4	Geosyntec	---	---
Visual Soil Classification	ASTM D 2488	as required	Geosyntec	---	---
Field Permeability	-	7	Geosyntec	---	---
<b>Engineered Fill</b>					
Engineering Classification and Moisture Content	ASTM D 2487 and D 2216	13	Laboratory	\$12	\$156
Atterberg Limits	ASTM D 4318	0	Laboratory	\$60	\$0
Modified Proctor	ASTM D 1557	13	Laboratory	\$137	\$1,781
Particle Size Analysis	ASTM D 422	0	Laboratory	\$52	\$0
Hydraulic Conductivity Using Flexible Wall Test	ASTM D 5084	0	Laboratory	\$255	\$0
In-Place Moisture and Density (Nuclear)	ASTM D 3017 and D 2922	320	Geosyntec	---	---
In-Place Moisture and Density (Sandcone)	ASTM D 1556	16	Geosyntec	---	---
Visual Soil Classification	ASTM D 2488	as required	Geosyntec	---	---
Field Permeability	-	0	Geosyntec	---	---
CU Triaxial	ASTM D4767	2	Geosyntec	\$918	---
<b>Protective Soil Cover</b>					
Engineering Classification and Moisture Content	ASTM D 2487 and D 2216	0	Laboratory	\$12	\$0
Atterberg Limits	ASTM D 4318	0	Laboratory	\$60	\$0
Modified Proctor	ASTM D 1557	0	Laboratory	\$137	\$0
Particle Size Analysis	ASTM D 422	3	Laboratory	\$52	\$156
Hydraulic Conductivity Using Flexible Wall Test	ASTM D 5084	0	Laboratory	\$255	\$0
In-Place Moisture and Density (Nuclear)	ASTM D 3017 and D 2922	12	Geosyntec	---	---
In-Place Moisture and Density (Sandcone)	ASTM D 1556	0	Geosyntec	---	---
Visual Soil Classification	ASTM D 2488	as required	Geosyntec	---	---
Field Permeability	-	0	Geosyntec	---	---
<b>Veneer Fill</b>					
Modified Proctor	ASTM D 1557	0	Laboratory	\$137	\$0
Particle Size Analysis	ASTM D 422	1	Laboratory	\$52	\$52
Visual Soil Classification	ASTM D 2488	as required	Geosyntec	---	---
<b>Concrete</b>					
Slump	ASTM C143	18	Geosyntec	---	---
Compressive Strength	California Test 539, 540, 521	3	Laboratory	\$139	\$416
Cleanness	California Test 227	3	Laboratory	\$89	\$268
Sand Equivalent	California Test 227	3	Laboratory	\$114	\$343
Shotcrete Panel Coring & Compressive Strength	-	10	Laboratory	\$275	\$2,751
<b>Aggregate Testing</b>					
Particle Size Analysis	ASTM C 136	12	Laboratory	\$89	\$1,068
Hydraulic Conductivity using Rigid Wall Permeameter	ASTM D 2434	7	Laboratory	\$195	\$1,365
Soundness (sodium sulfate method)	ASTM C88-93	2	Laboratory	\$683	\$1,365
Los Angeles Abrasion	ASTM C131	2	Laboratory	\$200	\$399
<b>Shipping</b>					
Sample Shipping	N/A	N/A	N/A	N/A	\$1,000
<b>TOTAL</b>					<b>\$12,830</b>

**ATTACHMENT B**

**Geosyntec Fee Schedule**

**GEOSYNTEC CONSULTANTS  
2012 RATE SCHEDULE**

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Staff Professional	\$110
Senior Staff Professional	\$125
Professional	\$145
Project Professional	\$165
Senior Professional	\$185
Associate	\$205
Principal	\$225

Construction Services

Engineering Technician I	\$ 57
Engineering Technician II	\$ 62
Senior Engineering Technician I	\$ 67
Senior Engineering Technician II	\$ 72
Site Manager I	\$ 80
Site Manager II	\$ 90
Construction Manager	\$100

Design, Graphical, and Administrative Services

Designer	\$120
Senior Drafter/Senior CADD Operator	\$ 105
Drafter/CADD Operator/Artist	\$ 90
Admin Assistant/Tech Word Processor	\$ 57
Clerical	\$ 47

General

Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current IRS Rate
Photocopies (per page)	\$ .09

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

**GEOSYNTEC CONSULTANTS  
2012 PREVAILING WAGE RATE SCHEDULE**

<u>Engineer/Scientist</u>	<u>Rate/Hour</u> <u>PW-Regular</u>	<u>Rate/Hour</u> <u>PW-OT</u>	<u>Rate/Hour</u> <u>PW-Double</u> <u>Time</u>
Staff Professional	\$125	\$147	\$170
Senior Staff Professional	\$136	\$159	\$181
Professional	\$151	\$174	\$196
Project Professional	\$165	\$187	\$210
 <b><u>Construction Services</u></b>			
Engineering Technician I	\$87	\$110	\$132
Engineering Technician II	\$92	\$114	\$137
Senior Engineering Technician I	\$99	\$121	\$144
Senior Engineering Technician II	\$105	\$127	\$150
Site Manager I	\$107	\$130	\$152
Site Manager II	\$112	\$135	\$157

**Note:**

Prevailing Wage – Regular: First 8 hours, Monday-Friday

Prevailing Wage – Overtime: First 4 Hours O.T., First 12 Hours on Saturday

Prevailing Wage – Double Time: > 12 Hours Monday-Saturday, Sunday and Holidays

The per diem required for prevailing wage jobs will be \$46/day for meals and \$120/day for lodging.

## 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 \$ **244,417.00**.
- 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 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.
- 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.

## GEOSYNTEC CONSULTANTS 2012 RATE SCHEDULE

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Staff Professional	\$110
Senior Staff Professional	\$125
Professional	\$145
Project Professional	\$165
Senior Professional	\$185
Associate	\$205
Principal	\$225
<u>Construction Services</u>	
Engineering Technician I	\$ 57
Engineering Technician II	\$ 62
Senior Engineering Technician I	\$ 67
Senior Engineering Technician II	\$ 72
Site Manager I	\$ 80
Site Manager II	\$ 90
Construction Manager	\$100
<u>Design, Graphical, and Administrative Services</u>	
Designer	\$120
Senior Drafter/Senior CADD Operator	\$ 105
Drafter/CADD Operator/Artist	\$ 90
Admin Assistant/Tech Word Processor	\$ 57
Clerical	\$ 47
<u>General</u>	
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current IRS Rate
Photocopies (per page)	\$ .09

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

**GEOSYNTEC CONSULTANTS  
2012 PREVAILING WAGE RATE SCHEDULE**

<u>Engineer/Scientist</u>	<u>Rate/Hour</u> <u>PW-Regular</u>	<u>Rate/Hour</u> <u>PW-OT</u>	<u>Rate/Hour</u> <u>PW-Double</u> <u>Time</u>
Staff Professional	\$125	\$147	\$170
Senior Staff Professional	\$136	\$159	\$181
Professional	\$151	\$174	\$196
Project Professional	\$165	\$187	\$210
 <b><u>Construction Services</u></b>			
Engineering Technician I	\$87	\$110	\$132
Engineering Technician II	\$92	\$114	\$137
Senior Engineering Technician I	\$99	\$121	\$144
Senior Engineering Technician II	\$105	\$127	\$150
Site Manager I	\$107	\$130	\$152
Site Manager II	\$112	\$135	\$157

**Note:**

Prevailing Wage – Regular: First 8 hours, Monday-Friday

Prevailing Wage – Overtime: First 4 Hours O.T., First 12 Hours on Saturday

Prevailing Wage – Double Time: > 12 Hours Monday-Saturday, Sunday and Holidays

The per diem required for prevailing wage jobs will be \$46/day for meals and \$120/day for lodging.

## EXHIBIT C

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

#### INDEMNIFICATION

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

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

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:

Pursuant to Section 2782 of the California Civil Code, CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligence, recklessness or willful misconduct of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him in the performance or attempted performance of this Agreement to the fullest extent allowable by law.

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

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

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide written notice to the COUNTY of any cancellation, or non-renewal of the policy in accordance with applicable state insurance laws. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This

provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

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

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

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

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given written notice of cancellation, expiration or non-renewal of the policy in accordance with applicable state insurance laws.

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. To the extent commercially available, said policy or policies shall provide that COUNTY shall be given written notice prior to cancellation or non-renewal of the policy. In the event that such endorsement is not commercially available, it shall be the CONTRACTOR's responsibility to provide such notice, including material reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350		<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No, Ext):</b> (770) 552-4225 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com <b>FAX (A/C, No):</b> (866) 550-4082															
<b>INSURED</b> Geosyntec Consultants, Inc. 900 Broken Sound Parkway NW Suite 200 Boca Raton FL 33487		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Commerce &amp; Industry Insurance</td> <td>19410</td> </tr> <tr> <td>INSURER B: Chartis Specialty Insurance Co.</td> <td>26883</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D: Ins. Co. of the State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Insurance	19410	INSURER B: Chartis Specialty Insurance Co.	26883	INSURER C: New Hampshire Insurance Company	23841	INSURER D: Ins. Co. of the State of PA	19429	INSURER E:		INSURER F:	
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**COVERAGES**      **CERTIFICATE NUMBER: 11-12 (Geosyntec FL)**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<b>GENERAL LIABILITY</b>			GL 417-86-18	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000			
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC									PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			CA 505-39-37 (AOS)	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO			CA 195-54-51 (MA)	9/1/2011	9/1/2012	BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	UMB 8085625	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 10,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000			
	<input type="checkbox"/> DED	<input type="checkbox"/>	<input type="checkbox"/> RETENTION \$				\$			
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC 0206-35-626 (AOS)	9/1/2011	9/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC 0206-35-627 (CA)	9/1/2011	9/1/2012	E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
B	<b>Professional Liability</b>			COPS 1951904	9/1/2011	9/1/2012	Per Claim \$8,000,000			
	<b>Contractors Poll. Liab.</b>						Aggregate \$10,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Tajiguas Sanitary Landfill Phase IIIA Construction Quality Assurance. The County of Santa Barbara, its officers, agents & employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. This insurance is primary & non-contributory where required by written contract. Separation of Insureds applies to the General Liability Policy.

<b>CERTIFICATE HOLDER</b>  County of Santa Barbara John Haines 130 East Victoria Street Suite 100 Santa Barbara, CA 93101	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Matias Ormaza/JERRY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
BLANKET AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

