

# **Attachment B**

# Contract Summary

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

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year	17/18, 18/19
D2.	Department Name:	Resource Recovery and Waste Management
D3.	Contact Person:	Todd Curtis
D4.	Telephone:	(805) 882-3621

K1.	Contract Type:	Professional Service
K2.	Brief Summary of Contract Description/Purpose:	Tajiguas Sanitary Landfill Phase IIIC Groundwater Protection System Construction Quality Assurance
K3.	Department Project Number:	828361
K4.	Original Bid Amount:	\$136,847.00
K4a.	Supplemental:	\$0.00
K4b.	Contingency:	\$13,685.00
K4c.	Total Contract Amount:	\$150,532.00
K5.	Contract Begin Date:	Per terms of Contract
K6.	Original Contract End Date:	Per terms of Contract
K7.	Amendment? (Yes or No):	No
K8.	- New Contract End Date:	N/A
K9.	- Total Number of Amendments:	0
K10.	- This Amendment Amount:	N/A
K11.	- Total Previous Amendment Amounts:	N/A
K12.	- Revised Total Contract Amount:	N/A


B1.	Is this a Board Contract? (Yes/No):	Yes
B1a.	Intended Agenda Date:	March 13, 2017
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	N/A
B4.	Lowest Bid Amount (if bid):	N/A
B5.	If Board waived bids, show Agenda Date:	N/A
	and Agenda Item Number:	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	No

F1.	Fund Number:	1930
F2.	Department Number:	054
F3.	Line Item Account Number:	8200
F4.	Project Number (if applicable):	828362
F5.	Program Number (if applicable):	1750
F6.	Org Unit Number (if applicable):	
F7.	Payment Terms:	NET 30

V1.	Auditor-Controller Vendor Number:	313257
V2.	Payee/Contractor Name:	Geosyntec Consultants, Inc.
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:	714-696-0800
V6.	Vendor Contact Person:	Chris Conkle
V7.	Workers Comp Insurance Expiration Date:	
V8.	Liability Insurance Expiration Date:	
V9.	Professional License Number:	
V10.	Verified by (print name of county staff):	

V11 Company Type (Check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

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

Date: 2/8/18 Authorized Signature: 

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Geosyntec Consultants, Inc. with an address 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.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

### **1. DESIGNATED REPRESENTATIVE**

Jeanette Gonzales-Knight at phone number 805-882-3627 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Chris Conkle at phone number 714-465-1214 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Jeanette Gonzales-Knight, Permits and Engineering Manager, County of Santa Barbara, Public Works Department, Resource Recovery & Waste Management Division, 130 E. Victoria Street, Suite 100, Santa Barbara, CA Phone: (805) 882-3600 Fax (805) 882-3601

To CONTRACTOR: Chris Conkle, Senior Geotechnical Engineer, Geosyntec Consultants, Inc., 2100 Main Street, Suite 150, Huntington Beach, CA 92648 Phone: (714) 969-0800 Fax: (714) 969-0820

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on March 13, 2018 and end performance upon completion, but no later than June 30, 2019 unless otherwise directed by COUNTY or unless earlier terminated.

## **5. COMPENSATION OF CONTRACTOR**

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

## **6. INDEPENDENT CONTRACTOR**

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

## **7. STANDARD OF PERFORMANCE**

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

## **8. DEBARMENT AND SUSPENSION**

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

## **9. TAXES**

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

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

#### **12. NO PUBLICITY OR ENDORSEMENT**

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

#### **13. COUNTY PROPERTY AND INFORMATION**

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

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

#### **15. INDEMNIFICATION AND INSURANCE**

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

#### **16. NONDISCRIMINATION**

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

#### **17. NONEXCLUSIVE AGREEMENT**

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

#### **18. NON-ASSIGNMENT**

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

#### **19. TERMINATION**

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

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

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

## 21. **SEVERABILITY**

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

**22. REMEDIES NOT EXCLUSIVE**

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

**23. TIME IS OF THE ESSENCE**

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

**24. NO WAIVER OF DEFAULT**

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

**25. ENTIRE AGREEMENT AND AMENDMENT**

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

**26. SUCCESSORS AND ASSIGNS**

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

**27. COMPLIANCE WITH LAW**

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

**28. CALIFORNIA LAW AND JURISDICTION**

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

**29. EXECUTION OF COUNTERPARTS**

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



### **30. AUTHORITY**

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

### **31. SURVIVAL**

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

### **32. PRECEDENCE**

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

### **33. BUSINESS ASSOCIATE**

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

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

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

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

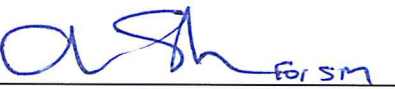
Date: \_\_\_\_\_


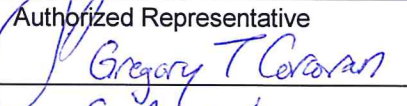

**RECOMMENDED FOR APPROVAL:**

Public Works Department

**CONTRACTOR:**

Geosyntec Consultants, Inc.

By:  \_\_\_\_\_  
Department Head

By:  \_\_\_\_\_  
Authorized Representative  
Name:  \_\_\_\_\_  
Title:  \_\_\_\_\_

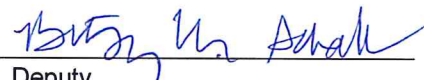
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

By:  \_\_\_\_\_  
Risk Management

## **EXHIBIT A**

### **STATEMENT OF WORK**

Contractor shall provide construction quality assurance services as set forth in the Geosyntec Consultants, Inc. "Proposal for CQA Services, Phase IIIC Groundwater Protection System, Tajiguas Sanitary Landfill, Santa Barbara County, California" dated February 5, 2018. The detailed scope of work is stipulated in Attachment A-1 and is incorporated by reference. Geosyntec Consultants, Inc. Fee Estimate for proposed services is provided in Attachment A-2 and is incorporated by reference.

Chris Conkle, Jeff Fijalka, and Greg Corcoran shall be the primary individual(s) personally responsible for construction quality assurance services as specified in Attachment A-1. CONTRACTOR may not substitute other persons without the prior written approval of CONTRACTOR's Designated Representative.

## ATTACHMENT A-1



2100 Main Street, Suite 150  
Huntington Beach, California 92648  
PH 714.969.0800  
FAX 714.969.0820  
www.Geosyntec.com

5 February 2018

Mr. Todd Curtis, P.E.  
County of Santa Barbara  
Public Works Department  
130 E. Victoria St. Suite 100  
Santa Barbara, California 93101

**Subject: Proposal for CQA Services  
Phase IIIC Groundwater Protection System  
Tajiguas Sanitary Landfill, Santa Barbara County, California**

Dear Mr. Curtis:

## **INTRODUCTION**

In response to your request, Geosyntec Consultants, Inc. (Geosyntec) is pleased to provide this proposal for Construction Quality Assurance (CQA) services for the subject project.

We understand that Santa Barbara County (the County) is seeking services of a qualified consultant to provide CQA in support of construction of the Phase IIIC Groundwater Protection System. This letter contains Geosyntec's proposed project approach in the form of scope of work, schedule, and cost estimate.

## **SITE EXPERIENCE**

Geosyntec has provided CQA during the construction of numerous similar projects at the site including five previous groundwater protection system expansions (Phases IIA, IIB, IIC, IIIA, and IIIB). In each instance, Geosyntec's CQA reports have been readily approved by the Regional Water Quality Control Board without comments. The timely completion and approval of these reports have allowed the County to occupy the new phases of the groundwater protection system prior to the wet season in each case.

Geosyntec's project manager will be Chris Conkle, P.E.. and assistant project manager will be Jeff Fijalka, P.E. Greg Corcoran, P.E. will serve as the project director. Experienced CQA monitors, most of whom are already familiar with the site and have experience on previous phases, will monitor earthworks and geosynthetics.

## **BACKGROUND**

In preparing this proposal, Geosyntec reviewed the following:

- *Approved Construction Drawings for the Tajiguas Sanitary Landfill, Phase IIIC Groundwater Protection System, prepared by SWT Engineering, dated December 12, 2017;*
- *Notice to Bidders and Special Provisions for Tajiguas Sanitary Landfill Phase IIIC Groundwater Protection System, dated December 21, 2017; and*
- *Construction Quality Assurance Plan for the Tajiguas Sanitary Landfill, Phase IIIC Groundwater Protection System, prepared by SWT Engineering, dated December 2017.*

We also consulted with SWT Engineering (the project's design engineer), with whom we have collaborated extensively in the past.

Our understanding of the project schedule, from discussions with Michael Cullinane of SWT Engineering, is that relevant earthworks and geosynthetics construction will begin on or around April 2018 and will continue for approximately 60 days (12 weeks). Geosyntec will submit a draft CQA report for the groundwater protection system approximately two weeks after completion of the liner installation. 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 a CQA Report; and
- Task 5: Engineering Support.

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

Geosyntec will provide CQA services, limited to CQA monitoring, sampling, field testing, and documenting liner system construction. 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 IIIC, 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 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 earthworks conducted during the portions of the project referred to as Sequence 2 and Sequence 3 to document compliance with the plans and specifications. Geosyntec's CQA activities will include the following:

- Monitoring, field testing, and sampling during placement of approximately 50,000 CY of engineered fill used to construct the Phase IIIC Channel and Berm;
- Collecting geotechnical test samples of earthwork materials and shipping the samples to the testing laboratory as needed;

- Monitoring the placement of approximately 3,200 CY of protective cover soil. Materials will be sampled for conformance, but no density tests are anticipated to be conducted on the slopes;
- Observing subgrade preparation prior to liner placement;
- Reviewing gravel and aggregate test results for compliance with specifications; and
- Reviewing the geotechnical laboratory test results for compliance with the specifications.

Monitoring, field testing, and sampling of the following earthmoving operations is not included in our proposed scope of work:

- Unclassified Excavation from the North Borrow to Unclassified Fill at the West Pad;
- Unclassified Excavation from the North Borrow to Unclassified Fill at the 1-Acre Pad;
- Unclassified Excavation from North Borrow to Unclassified Fill at the 1-Acre Pad Stockpile; and
- Unclassified Excavation from East Stockpile to the Adjacent Unclassified Fill Top Deck Stockpile.



### *Geosynthetic Field Activities*

During the geosynthetic field activities as part of the portion of the project referred to as Sequence 3, Geosyntec field CQA personnel will perform daily activities related to the Phase IIIC work, including, but not necessarily limited to, the following:

- Documenting delivery of geosynthetics to 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 which may have 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 480 hours (60 days at 8 hours per day) for CQA Monitor time over the course of the 60-day construction period. This will include a total of 320 hours (40 days at 8 hours per day) for a monitor for earthworks and a total of 160 hours (20 days at 8 hours per day) for a monitor for geosynthetics.

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

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 and who has performed the geotechnical testing for Geosyntec for past groundwater protection system expansions at Tajiguas and other landfills.

Geosynthetics laboratory testing (including interface shear strength) will be the responsibility of the geosynthetics contractor. Qualification testing for subdrain gravel and LCRS gravel will be the responsibility of the Contractor and will be performed by an independent laboratory selected by the 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. Mr. Greg Corcoran, P.E., will serve as the project director and periodically assist Mr. Conkle on technical matters requiring special attention. Both Mr. Conkle and Mr. Corcoran have extensive experience in the various aspects of landfill engineering and construction projects.

Mr. Conkle and Mr. Corcoran will be located in Geosyntec offices in Huntington Beach and San Diego, respectively. 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, or Assistance Project Manager, Jeff Fijalka, will:

- Administer the contract;
- Update the existing Site Health and Safety Plan;
- Make site visits, including attendance at project kick-off meetings and bi-weekly construction meetings;
- Handle CQA contract and administrative matters;
- Introduce 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, Mr. Greg Corcoran, 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 project construction will begin in April 2018 and continue through July 2018 (a duration of approximately 60 working days or 12 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 an initial draft of the report within two weeks of the completion of the liner system. Subsequently, Geosyntec will submit four (4) copies of the final report to the County within one (1) week after receiving comments from the County.

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

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

As part of this task, Geosyntec will review relevant project designs, plans, and specifications and provide input, as necessary, related to the planned earthwork and liner construction. Additionally, Geosyntec will respond to technical questions related to the earthworks or liner system installation that may be posed by the County, the Design Engineer or the Construction Manager. For estimating purposes, it is anticipated that this support will require approximately four (4) hours of engineering effort each week for the duration of the project.

### **SCHEDULE**

This proposal is intended to cover the period from the beginning of construction in April 2018 to the completion of construction and finalization of the construction quality assurance report for the project in or around August 2018. If the actual construction schedule differs from the schedule stated, 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 berm fill, subgrade preparation, geosynthetics installation, and protective cover soil installation. While our assumed schedule does not indicate that any of these tasks will overlap, if there is indeed overlap, Geosyntec is prepared to mobilize additional monitors, as necessary, with the County's approval.

This project will be complete upon Geosyntec's submittal of a construction quality assurance report for Phase IIIC 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 60-day duration of the project is **\$136,847**. In addition, Geosyntec recommends that the County establish a contingency for the project in the amount of **\$13,685**. These funds would be authorized by the County only in the event that the Contractor's schedule required CQA staffing for additional working days above those assumed, or if the Contractor's schedule requires CQA monitor overtime. 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) their own 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 \$74 per person per calendar day for meals and incidentals. In addition, Geosyntec will bill for required lodging at cost plus 12% markup. An estimate of \$167 per day (including markup) has been used based on accommodations available in the project area. In the event of inclement weather, Geosyntec will bill for accommodations 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 \$1,000 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 minimal space for office work, power, internet access, 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 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 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:

- 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. County approval will be required prior to any budget increases.
- The same project staff and CQA Monitors will participate in the project for the duration of the construction. 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.

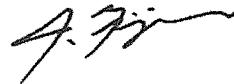


Mr. Todd Curtis  
5 February 2018  
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## CLOSURE

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

Sincerely,



Jeff Fijalka, P.E.  
Senior Staff Engineer



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

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

## ATTACHMENT A-2

**ATTACHMENT A**

**DETAILED COST ESTIMATE**

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

TASK No.	TASK TITLE <sup>(1)</sup>	TOTAL
1	Construction Observation Services	\$88,423
2	Laboratory Testing	\$5,321
3	Project Management	\$21,082
4	CQA Report	\$13,534
5	Engineering Support	\$8,487
TOTAL		\$136,847
	Contingency	\$13,685
TOTAL WITH CONTINGENCY		\$150,532

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

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

TASK NUMBER	TASK/SUBTASK TITLES	LABOR CATEGORY AND RATE													SUBTOTAL DIRECT EXPENSES					TOTAL
		CQA PROJECT DIRECTOR	CQA PROJECT MANAGER	CQA ASSISTANT PROJECT MANAGER	CQA MONITOR EARTHWORKS (PREVAILING WAGE)	CQA MONITOR GEOSYNTHETICS (PREVAILING WAGE)	CQA MONITOR CONCRETE (PREVAILING WAGE)	DESIGNER	ADMINISTRATION	WORD PROCESSOR	SUBTOTAL LABOR	COMMUNICATION FEE (3% of Professional Fees)	SPECIALIZED COMPUTER APPLICATIONS (\$15 per hour)	FIELD EXPENSES (1)	LABORATORY TESTING EXPENSES (1),(9) (includes 12% markup)	MISC. EXPENSES (2)				
1	Construction Observation Services	\$250	\$210	\$164	\$115	\$115	\$138	\$134	\$67	\$54	\$55,200	\$1,656		\$31,567				\$33,223	\$88,423	
2.	Laboratory Testing		2	8							\$1,732	\$52			\$3,537			\$3,589	\$5,321	
3.	Project CQA Management	12	20	76					12		\$20,468	\$614						\$614	\$21,082	
4.	Preparation of CQA Report	8	8	32				16		16	\$11,936	\$358	\$240			\$1,000	\$1,598	\$13,534	\$13,534	
5.	Engineering Support		8	40							\$8,240	\$247					\$247	\$8,487	\$8,487	
	SUBTOTAL	20	38	156	320	160	0	16	12	16	\$97,576	\$2,927	\$240	\$31,567	\$3,537	\$1,000	\$39,271	\$136,847	\$136,847	
	Contingency																	\$13,685	\$13,685	
	TOTAL WITH CONTINGENCY																		\$150,532	

(1) A detailed breakdowns 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 3  
FIELD EXPENSE BREAKDOWN (CONSTRUCTION OBSERVATION)  
PHASE IIC GROUNDWATER PROTECTION SYSTEM - TAJIGUAS SANITARY LANDFILL  
SANTA BARBARA COUNTY, CALIFORNIA

FIELD EXPENSES	UNIT	RATE (incl. 12% markup where applicable)	QUANTITY	COST
Nuclear Gauge	monthly	\$800	2	\$1,600
Miscellaneous Field Expenses	NTE	\$1,000	1	\$1,000
Lodging	day	\$167	84	\$14,028
Per Diem (Meals)	day	\$74	84	\$6,216
Rental Truck	month	\$2,500	3	\$7,500
Mileage for Biweekly site visits	miles	\$0.560	2184	\$1,223
<b>TOTAL</b>				<b>\$31,567</b>

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

Type Of Test	ASTM Standard	# of Tests	Responsible Party	Unit Price	Total Cost
<b>Engineered Fill</b>					
Engineering Classification and Moisture Content	ASTM D 2487 and D 2216	4	Laboratory	\$13	\$52
Atterberg Limits	ASTM D 4318	4	Laboratory	\$65	\$260
Modified Proctor (1 per 25,000 CY or per material)	ASTM D 1557	4	Laboratory	\$145	\$580
Particle Size Analysis	ASTM D 422	4	Laboratory	\$58	\$232
<b>Protective Soil Cover</b>					
Modified Proctor (2 per project)	ASTM D 1557	2	Laboratory	\$145	\$290
Particle Size Analysis	ASTM D 422	2	Laboratory	\$58	\$116
<b>Veneer Fill</b>					
Particle Size Analysis	ASTM D 422	1	Laboratory	\$58	\$58
Visual Soil Classification	ASTM D 2488	as required	Geosyntec	---	---
<b>Aggregate Testing (1 test per 5,000 CY)</b>					
Particle Size Analysis	ASTM C 136	2	Laboratory	\$80	\$160
Carbonate Content		2	Laboratory		
Hydraulic Conductivity using Rigid Wall Permeameter	ASTM D 2434	2	Laboratory	\$205	\$410
<b>Shipping</b>					
Sample Shipping	N/A	N/A	N/A	N/A	\$1,000
<b>TOTAL</b>					<b>\$3,158</b>

## EXHIBIT B

### PAYMENT ARRANGEMENTS

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

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 136,847.
- 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 (Schedule of Fees). The total amount of this contingency fund is 10% of the agreement amount or **\$13,685**.
- 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 B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.



## ATTACHMENT B-1

**ATTACHMENT B**

**GEOSYNTEC FEE SCHEDULE**

## GEOSYNTEC CONSULTANTS 2018 RATE SCHEDULE

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Staff Professional	\$123
Senior Staff Professional	\$143
Professional	\$164
Project Professional	\$188
Senior Professional	\$210
Principal	\$230
Senior Principal	\$250
 <u>Construction Services</u>	
Engineering Technician I	\$ 75
Engineering Technician II	\$ 83
Senior Engineering Technician I	\$ 93
Senior Engineering Technician II	\$ 105
Site Manager I	\$ 111
Site Manager II	\$115
 <u>Design, Graphical, and Administrative Services</u>	
Designer	\$134
Senior Drafter/Senior CADD Operator	\$ 122
Drafter/CADD Operator/Artist	\$112
Project Administrator	\$ 67
Clerical	\$ 54
 <u>General</u>	
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't 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 by a minimum of 3%.  
 Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

**GEOSYNTEC 2018 PREVAILING WAGE RATES**

Classification	Hourly Prevailing Wage (PWR)		
	Basic	OT	DT
Engineering Technician I	\$115	\$139	\$162
Engineering Technician II	\$115	\$139	\$162
Senior Engineering Technician I	\$115	\$139	\$162
Senior Engineering Technician II	\$115	\$139	\$162
Site Manager I	\$115	\$139	\$162
Site Manager II	\$115	\$139	\$162
Staff Professional	\$138	\$161	\$185
Senior Staff Professional	\$154	\$178	\$201
Professional	\$169	\$192	\$216
Project Professional	\$187	\$210	\$233

BASIC PWR Applies M-F for the first 8 hours worked per day.

Overtime (OT PWR) Applies M-F for hours worked over 8, but less than 12 and on Saturday for the first 8 hours worked.

Double time (DT PWR) Applies on designated Holidays, Sundays, and on Saturdays if more than 8 hours are worked, and on M-F if more than 12 hours are worked.

**GEOSYNTEC PER DIEM RATES**

Item Type	Daily
Per Diem (Meals Only) Per Day	\$74
Lodging Per Day	\$167
Field Vehicle (includes mileage and gasoline)	\$125

## EXHIBIT C

### Indemnification and Insurance Requirements (For Design Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**  
Coverage shall be at least as broad  
as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits

maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

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

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

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

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