



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

A-21

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: Public Works  
Department No.: 054  
For Agenda Of: 1/20/2009  
Placement: Administrative  
Estimated Tme:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

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**TO:** Board of Supervisors  
**FROM:** Department Scott McGolpin, Director x 3010 *SM*  
Director(s)  
Contact Info: Mark Schleich, Deputy Director x 3605 *MS*  
**SUBJECT:** Amendment No. 1 to the Professional Services Agreements for the Tajiguas  
Landfill Phase IIA Groundwater Protection System, County Project No.828348,  
Third Supervisorial District

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**County Counsel Concurrence**

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

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**Auditor-Controller Concurrence**

As to form: Yes

A) For the contract with the engineering firm of SWT Engineering, Inc. to provide construction management and engineering services for the construction of the Tajiguas Landfill Phase IIA Groundwater Protection System, County Project No.828348:

1. Approve Amendment No. 1 to increase the amount of the contract with SWT Engineering, Inc. by \$79,000.00 to a total of \$369,717.00; and
2. Authorize the Chair to execute Amendment No.1 with SWT Engineering, Inc.

B) For the contract with the engineering firm of Geosyntec Consultants to provide construction quality assurance services for the construction of the Tajiguas Landfill Phase IIA Groundwater Protection System, County Project No.828348:

1. Approve Amendment No. 1 to increase the amount of the contract with Geosyntec Consultants, Inc. by \$72,448.00 to a total of \$225,167.00; and
2. Authorize the Chair to execute Amendment No.1 with Geosyntec Consultants.

**Summary Text:**

This project involves the movement of over one million cubic yards of dirt and the placement of six acres of an impervious liner at the Tajiguas Landfill. The contract for construction was awarded to Raminha Construction, Inc. and construction started in May of this year. On April 15, 2008, the Board entered into an agreement with SWT Engineering, Inc. to provide construction management and engineering services and with Geosyntec Consultants to provide construction quality assurance services for this project.

During the construction process, field conditions required that the engineer redesign a portion of the excavation. Additionally, the construction contractor chose to develop the project in two separate locations at the same time and extended his hours of operation in order to meet the deadlines. This required substantially more labor than anticipated by the construction management and construction quality assurance contractors. This amendment supports the requests for additional budget to perform these operations.

**Background:**

As the Tajiguas Landfill air space is consumed, it is necessary to provide additional lined area for acceptance of new waste. This project is part of a multi-phased expansion at the Tajiguas Landfill. Each phase includes the construction of an impervious liner and the installation of a liquid collection system above the liner as the permitted capacity is utilized. The liners and liquid collection systems are required by State Regulations to protect groundwater.

This project is included in the Resource Recovery and Waste Management Division's Revised Solid Waste Facility Permit issued in May of 2003. The first of eight phases of the expansion project was completed in 2004 and the final phase is projected to be completed in fiscal year 2013/14. A description of the next four phases is included in the approved County of Santa Barbara 2007-2012 Five Year Capital Improvement Program on pages 201 through 204.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State			
Federal			
Fees			
Enterprise Fund	\$ 594,884.00		\$ 594,884.00
Total	\$ 594,884.00	\$ -	\$ 594,884.00

Narrative: Funding for the construction management with SWT Engineering and construction quality assurance services with Geosyntec Consultants are available in the Resource Recovery Waste Mgt. Enterprise Fund 1930 in line item account 8200 in the current fiscal year.

**Special Instructions:**

Please send certified stamped copies of the minute order to Mark Schleich, John Haines and Colleen Hankins and the original and one certified copy of the signed amendment to Colleen Hankins in the Resource Recovery and Waste Management Division of the Public Works Department.

**Attachments:**

1. Amendment No. 1 to the Agreement for Construction Management and Engineering Services of Independent Contractor, SWT Engineering, Inc.
2. Amendment No. 1 to the Agreement for Construction Quality Assurance Services of Independent Contractor, Geosyntec Consultants.

**Authored by:**

John Haines, Public Works Department x3627

**cc:** Project file



**Amendment No. 1 to the Agreement for Construction Quality Assurance Services  
for the Construction of the Tajiguas Landfill Phase IIA Groundwater Protection  
System  
(BC No. 08-097)**

The agreement between the County of Santa Barbara, a political subdivision of the State of California (County) and Geosyntec Consultants (Contractor) which was entered into on April 15, 2008 (Board Contract No. 08-097), is hereby modified and amended as follows:

**1. Exhibit A, Statement of Work is hereby amended to include:**

Work as described in the attached Statement of Work from Geosyntec Consultants dated September 31, 2008.

**2. Exhibit B, paragraph A is hereby amended to read:**

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including reimbursements, not to exceed \$225,167.00

All other terms and conditions of the agreement will remain in full force and effect. This amendment is effective on \_\_\_\_\_, 2008.

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

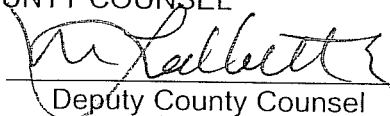
By: \_\_\_\_\_  
Deputy

COUNTY OF SANTA BARBARA

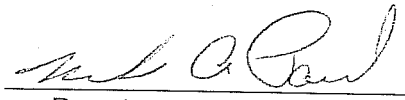
By: \_\_\_\_\_  
Chair, Board of Supervisors

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

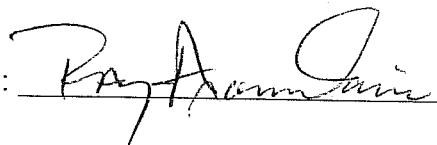
APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By:   
Deputy County Counsel

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

By:   
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By: 

CONTRACTOR:  
Geosyntec Consultants

By: 

Title Associate  
Tax Id Number: 592355134

Contract Summary Form: Contract Number : - BC - 08 - 097

D1. Fiscal Year ..... : FY 2007/2008 and 2008/2009  
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 IIA  
K3. Original Contract Amount..... : \$152,719.00  
K4. Contract Begin Date ..... : March 18, 2008  
K5. Original Contract End Date..... : March 31, 2009  
K6. Amendment History (leave blank if no prior amendments):  

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
1		\$72,448		\$ 225,167		

  
K7. Department Project Number ..... : 828348

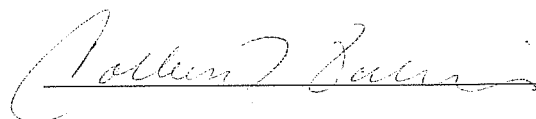
B1. Is this a Board Contract? (Yes/No) ..... : Yes  
B2. Number of Workers Displaced (if any)..... : None  
B3. Number of Competitive Bids (if any) ..... : N/A  
B4. Lowest Bid Amount (if bid) ..... : \$152,719.00  
B5. If Board waived bids, show Agenda Date ..... : N/A  
B6. ... and Agenda Item Number ..... : #  
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..... : 9/01/09  
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl)..... : 9/01/09  
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 ..... 12/10/08 .....



31 October 2008

Mr. John Haines  
County of Santa Barbara  
Public Works  
130 East Victoria, Suite 1  
Santa Barbara, CA 93101

**Subject: Request for Additional Budget, Board Contract 08094  
Construction Quality Assurance Services  
Phase IIA, Groundwater Protection System  
Tajiguas Landfill, Santa Barbara County, California**

Dear Mr. Haines:

**GENERAL**

Geosyntec Consultants (Geosyntec) is requesting approval for additional budget to complete work on Board Contract 08094, Construction Quality Assurance Services (CQA) for Phase IIA of the Tajiguas Sanitary Landfill. This request is based upon four items that were not anticipated in the original budget. These items, explained below, occurred during the construction of the Phase IIA.

**ITEM 1-ADDITIONAL DAYS ON SITE**

Geosyntec originally budgeted for a total number of 82 days on site for CQA monitors. The total number of CQA monitor presence days on site was 106. This included a number of days where two CQA monitors were required on site because the contractors schedule included two separate work items (such as simultaneous installation of compacted clay liner and geosynthetic liner) which could not be documented sufficiently by one employee. Where possible a single, more experienced employee, with a higher hourly rate was mobilized to minimize cost to the project where otherwise two CQA monitors would have been required.

**ITEM 2-CONTRACTOR WORK SCHEDULE**

Geosyntec's original budget was based on the assumption that work would be performed 8-hours per day, 5-days per week. The actual construction's schedule

included working 12-hour days including some Saturdays. This schedule change had two impacts on Geosyntec's budget:

1. Additional hours per day.

12-hour days increase the total number of hours worked per day over the originally budgeted 8 hours.

2. Prevailing Wage Mandated Overtime.

Geosyntec's CQA monitors are subject to the field soils and materials tester prevailing wage determination when working on site. When working more than 8 hours per day, employees are required to be paid prevailing wage over time or prevailing wage double time depending on the number of hours worked.

It is projected that approximately 215 prevailing wage overtime hours will have been worked by Geosyntec CQA monitors at the completion of the project. These additional hours and the overtime hourly rates require additional budget.

### **ITEM 3 ADDITIONAL PROJECT MANAGEMENT TIME**

Additional project management time was required by the CQA managing engineer for the following reasons:

1. Coordinate the review and response to submittals with construction manager.

The contractor submitted numerous separate sets of submittals including two sets of submittals for geomembrane and three sets of submittals of geotextile.

2. Coordinating conformance testing on additional materials.

The additional geomembrane and geotextile submittal required additional time to coordinate conformance testing.

3. Two slope instabilities observed during the construction of the south facing cut slope.



These slope instabilities required visits to the site by the CQA managing engineer for documentation and preparation of recommendations.

4. Additional interface with the Regional Water Quality Control Board.

To expedite the county's occupancy of Phase IIA, additional correspondence with the Regional Water Quality control board was required.

#### **ITEM 4 ADDITIONAL LABORATORY TESTING**

A total of \$1,948 was spent on additional out of scope laboratory testing related to the acceptance of leachate collection system gravel.

#### **REVISED BUDGET**

Based on the contractor's work hours and the changed conditions encountered during construction, Geosyntec requests additional budget as follows:

Item 1: Additional Days on Site .....	\$30,000
Item 2: Contractors Work Schedule .....	\$27,000
Item 3: Additional Project Management Time .....	\$13,500
Item 4: Additional Laboratory Testing .....	<u>\$1,948</u>
Total additional budget requested .....	<b>\$72,448</b>
Current Budget.....	\$152,719
Additional Budget Requested.....	<u>\$72,448</u>
Revised Budget.....	<b>\$225,167</b>

Mr. John Haines  
31 October 2008  
Page 4

## CLOSING

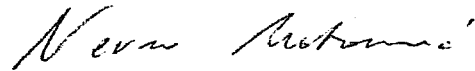
Geosyntec has enjoyed being of service to the county thus far by providing Construction Quality Assurance services to the County on this important project. We appreciate the county's consideration of this request for additional budget.

If there are any questions regarding this request, please do not hesitate to contact the undersigned at (714) 969-0800.

Sincerely,



Christopher Conkle, P.E.  
Engineer



Neven Matasovic, Ph.D., P.E., G.E.  
Associate

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
ATL-000995692-20

**PRODUCER**

Marsh USA Inc.  
1560 Sawgrass Corp. Pkwy, Suite #300  
Sunrise, FL 33323-2858  
Attn: Fax: 212-948-0512 F.Lauderdale.certs@marsh.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** Commerce And Industry Ins Co
- COMPANY  
**B** American International Specialty Lines Ins Co
- COMPANY  
**C** New Hampshire Insurance Company
- COMPANY  
**D** Insurance Company Of The State Of PA

S81127-ALL-CAS3-08-09 HUNTI ALL3 ENDMT

**INSURED**

GEOSYNTEC CONSULTANTS, INC.  
2100 MAIN STREET  
SUITE 150  
HUNTINGTON BEACH, CA 92648

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 6  
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Contr Liab/Per Proj <input checked="" type="checkbox"/> SIR: 100,000	GL4178618	09/01/08	09/01/09	<table border="1"> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 25,000</td></tr> </table>	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	PERSONAL & ADV INJURY	\$ 1,000,000	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any one fire)	\$ 100,000	MED EXP (Any one person)	\$ 25,000				
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B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	UMB8085625	09/01/08	09/01/09	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr> <tr><td>SIR:</td><td>\$ 10,000</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000	SIR:	\$ 10,000										
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SIR:	\$ 10,000																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC5316328 (AOS) WC5316329 (CA)	09/01/08 09/01/08	09/01/09 09/01/09	<table border="1"> <tr><td>WC STATUTORY LIMITS</td><td></td><td>OTHER</td><td></td></tr> <tr><td>EL EACH ACCIDENT</td><td>\$</td><td></td><td>1,000,000</td></tr> <tr><td>EL DISEASE-POLICY LIMIT</td><td>\$</td><td></td><td>1,000,000</td></tr> <tr><td>EL DISEASE-EACH EMPLOYEE</td><td>\$</td><td></td><td>1,000,000</td></tr> </table>	WC STATUTORY LIMITS		OTHER		EL EACH ACCIDENT	\$		1,000,000	EL DISEASE-POLICY LIMIT	\$		1,000,000	EL DISEASE-EACH EMPLOYEE	\$		1,000,000
WC STATUTORY LIMITS		OTHER																			
EL EACH ACCIDENT	\$		1,000,000																		
EL DISEASE-POLICY LIMIT	\$		1,000,000																		
EL DISEASE-EACH EMPLOYEE	\$		1,000,000																		
B	Prof. Liability	195-19-04	09/01/08	09/01/09	<table border="1"> <tr><td>Each Claim / Aggregate</td><td>8,000,000</td></tr> <tr><td>Ded: Each Claim</td><td>250,000</td></tr> </table>	Each Claim / Aggregate	8,000,000	Ded: Each Claim	250,000												
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Ded: Each Claim	250,000																				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
THE COUNTY OF SANTA BARBARA, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED EXCEPT FOR WORKERS COMPENSATION PER THE ATTACHED ADDITIONAL INSURED ENDORSEMENTS.

**CERTIFICATE HOLDER**

COUNTY OF SANTA BARBARA  
PUBLIC WORKS DEPARTMENT  
109 E. VICTORIA STREET  
SANTA BARBARA, CA 93101

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
BY: Eileen S. Yodanis

*Eileen S. Yodanis*

MM1(3/02)

VALID AS OF: 09/02/08



**Amendment No. 1 to the Agreement for Construction Management and  
Engineering Services for the Construction of the Tajiguas Landfill Phase IIA  
Groundwater Protection System  
(BC No. 08-094)**

The agreement between the County of Santa Barbara, a political subdivision of the State of California (County) and SWT Engineering, Inc. (Contractor) which was entered into on April 15, 2008 (Board Contract No. 08-094), is hereby modified and amended as follows:

**1. Exhibit A, Statement of Work is hereby amended to include:**

Work as described in the attached Statement of Work from SWT Engineering, Inc. dated October 16, 2008.

**2. Exhibit B, paragraph A is hereby amended to read:**

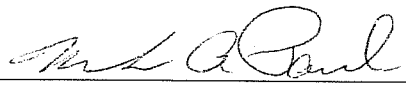
A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including reimbursements, not to exceed \$369,717.00

All other terms and conditions of the agreement will remain in full force and effect. This amendment is effective on \_\_\_\_\_, 2008.

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

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

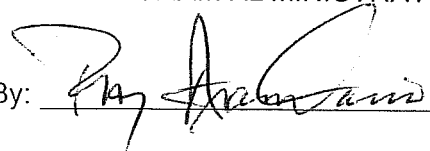
By: \_\_\_\_\_  
Deputy

By:   
Deputy

COUNTY OF SANTA BARBARA

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

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

By: 

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

CONTRACTOR:  
SWT Engineering, Inc.

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By: 

By:   
Deputy County Counsel

Title President  
Tax Id Number: 26-1253219

Contract Summary Form: Contract Number : - BC - 08 - 094

D1. Fiscal Year.....: FY 2007/2008 and 2008/2009  
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 : Contract Management and Engineering for Tajiguas IIA  
K3. Original Contract Amount.....: \$290,717.00  
K4. Contract Begin Date.....: March 18, 2008  
K5. Original Contract End Date.....: March 31, 2009  
K6. Amendment History (leave blank if no prior amendments):  

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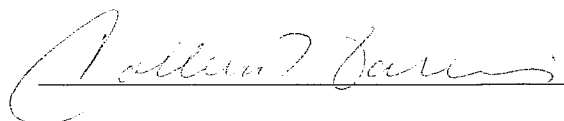
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B2. Number of Workers Displaced (if any).....: None  
B3. Number of Competitive Bids (if any).....: N/A  
B4. Lowest Bid Amount (if bid).....: \$290,717.00  
B5. If Board waived bids, show Agenda Date.....: N/A  
B6. ... and Agenda Item Number.....: #  
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.....: SWT Engineering, Inc.  
V3. Mailing Address.....: 268 North Lincoln Avenue, Suite 1  
V4. City State (two-letter) Zip (include +4 if known).....: Corona, CA 92882  
V5. Telephone Number.....: (951) 736-1010  
V6. Contractor's Federal Tax ID Number (EIN or SSN).....: 26-1253219  
V7. Contact Person.....: Michael Cullinane  
V8. Workers Comp Insurance Expiration Date.....: 8/23/2009  
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl).....: 8/23/2009  
V10. Professional License Number.....: #41981  
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 ..... 12/10/08 .....



October 16, 2008

Mr. John Haines  
County of Santa Barbara  
Public Works  
130 East Victoria, Suite 1  
Santa Barbara, CA 93101

**RE: REQUEST FOR ADDITIONAL BUDGET - BOARD CONTRACT 08094 -CONSTRUCTION MANAGEMENT SERVICES AND CONSTRUCTION SUPPORT SERVICES FOR PHASE IIA LINER PROJECT AT THE TAJIGUAS SANITARY LANDFILL, COUNTY OF SANTA BARBARA, CA**

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Dear Mr. Haines:

SWT Engineering (SWT) is requesting approval for additional budget to complete the work for the above-referenced project. This request is based primarily on the following three unanticipated conditions occurring during the construction of the Phase IIA liner.

**Item 1 Contractor Overtime**

The contractor's overtime hours included working 12-hour days and numerous Saturdays over the past three months. Our original budget was based on 9-hour days, 5-days per week. SWT's Construction Manager (CM) has, and will continue to, manage the onsite hours to minimize necessary time to adequately cover the project, for example, if CQA staff is on site and that is the only type of activity being conducted on a Saturday or during overtime hours, the Construction Manager will not be on site. The SWT CM will be onsite for the contractor's extra days of work for drainage fill and/or time and material work. This has been done and will continue to be done to minimize costs to the County.

**Item 2 Slope Instability**

Two occurrences of slope instability during the excavation of the south-facing slope: (1) the first at the westerly end of the slope above the excavation haul road; and, (2) the second below the northerly drainage bench. The first approach to the instability issue was to keep personnel away from the area and monitor the movement. It started as a surficial movement, but continued to creep up the slope and became larger (the slide is a bedding control movement). As part of Item 3, a mitigation excavation plan was developed. This required a revised excavation plans and interactively working with the geotechnical engineer, Geosynetc, to lay back the lower slopes to 1.5:1 from the designed 1:1 slopes (temporary slopes). This revision will require not only updating the plan, but also updating the quantity estimates. This information was also used in developing the no-cost Change Oder 1 for the contractor. In addition, this change will impact the drainage fill plan, and to minimize the additional drainage fill, grades will have to be adjusted as necessary.

Item 3 Revision to the Sequence 3 Excavation

A revision was required to the Sequence 3 excavation due to the fact that the County borrowed a significant amount of soil prior to the contractor starting onsite. It was determined that the contractor could increase the Sequence 3 soil excavation to the contract quantities. This adjustment will allow for the excavation of the upper instability area above the haul road and provide for conveying additional storm water drainage to the north, away from the Sequence II-A area. The more drainage flow that can be conveyed around the Phase II-A area, the better the protection that will be provided for the new cell. This will also reduce the risk of washout and storm water infiltration. In addition, the Sequence 3 excavation plan will be completed interactively with the geotechnical engineer's input. This change will require an update of the quantity estimates for excavation and drainage facilities along with some modification of the current drainage design facilities to accommodate the revised grading.

Based on the contractor's work hours and the changed conditions encountered during construction, SWT requests additional budget as follows:

Contractor Overtime & Extra Days .....	\$41,000
Slope Instability.....	\$22,000
Revision to the Sequence 3 Excavation .....	<u>\$16,000</u>
Total additional budget requested .....	\$79,000

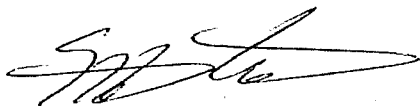
The current budget has not been exceeded, however, additional budget is necessary to complete this project.

Current Budget.....	\$290,717
Additional Budget Requested .....	<u>\$79,000</u>
Revised Budget .....	\$369,717

SWT appreciates the County's favorable consideration of this request and looks forward to the successful completion of this important project for the County.

If there should be any questions or additional clarification is required, please contact me at (951) 736-1010 or via email at [mac@swteng.com](mailto:mac@swteng.com).

Sincerely,



Michael A. Cullinane, P.E.  
President



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/19/2008

PRODUCER (949)833-7126 FAX (949)833-7127  
Insurance Office of America, Inc.  
DBA IOA Insurance Services  
Or Park Plaza, Suite 600  
Irvine, CA 92614

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
  
SWT Engineering, Inc.  
268 N. Lincoln Ave., #1  
Corona, CA 92882

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty Co.	20443C
INSURER B:	Valley Forge Insurance Co.	20508C
INSURER C:	Beazley Insurance Company	
INSURER D:		
INSURER E:		

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Add'l Insr'd & <input checked="" type="checkbox"/> Primary GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	B2097994978	08/23/2008	08/23/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	B2097994978	08/23/2008	08/23/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000	B2097995483	08/23/2008	08/23/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	ALL STATES	08/23/200	08/23/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER Professional Liability, including Pollution Liability	V15NYU08PNPA RETRO DATE: 08/23/2007	08/23/2008	08/23/2009	\$1,000,000 limit per claim \$3,000,000 annual aggregate Claims-Made
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS RE: Landfill Engineer - For general and auto liability, The County of Santa Barbara, its officers, employees, and agents are named additional insured and primary per attached endorsement, which includes cross liability wording.				

Ten (10) day notice given if canceled for non-payment of premium.

CERTIFICATE HOLDER  
  
The County of Santa Barbara  
ATTN: John Haines  
130 E. Victoria Street  
Suite 100  
Santa Barbara, CA 93101

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
Earleen Thomas/THOMAE *Earleen Thomas*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



INSURED: SWT Engineering, Inc.

POLICY NUMBER: B2097994978

EXPIRATION DATE: 08/23/2009

**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

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

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE  
&  
BLANKET WAIVER OF SUBROGATION  
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. **WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or

- b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
- 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
  - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

**C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**D. OTHER INSURANCE (Section H. 2. & 3.)** of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.)** of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."