

Contract Summary Form: Contract Number:

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

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

K1. Contract Type (check one): Personal Service Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose.....: Construction Support Services for Tajiguas IIIA
K3. Original Contract Amount.....: \$151,666.00
K4. Contract Begin Date.....: April 3, 2012
K5. Original Contract End Date.....: July 31, 2013
K6. Amendment History (leave blank if no prior amendments):

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

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

B1. Is this a Board Contract? (Yes/No).....: Yes
B2. Number of Workers Displaced (if any).....: None
B3. Number of Competitive Bids (if any).....: N/A
B4. Lowest Bid Amount (if bid).....: \$155,666.00
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.....: 800-C South Rochester Avenue
V4. City State (two-letter) Zip (include +4 if known).....: Ontario, CA 91761
V5. Telephone Number.....: (909) 390-1328
V6. Contractor's Federal Tax ID Number (EIN or SSN).....: 26-1253219
V7. Contact Person.....: Michael Cullinane
V8. Workers Comp Insurance Expiration Date.....: 8/23/2012
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl).....: 8/23/2012
V10. Professional License Number.....: #41981
V11. Verified by (name of County staff).....: Colleen Hankins
V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date : Authorized Signature 2/23/12 Colleen Hankins

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and SWT Engineering, Inc. having its principal place of business at 800-C South Rochester Avenue, Ontario, CA 91761 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** John Haines at phone number (805) 882-3627 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael Cullinane at phone number (909) 390-1328 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

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

To CONTRACTOR: Michael Cullinane, SWT Engineering, Inc., 800-C South Rochester Avenue, Ontario, CA 91761

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

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

4. **TERM.** CONTRACTOR shall commence performance on April 3, 2012 and end performance upon completion, but no later than July 31, 2013 unless otherwise directed by COUNTY or unless earlier terminated.

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

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

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement,

shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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

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

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

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

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

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

17. **TERMINATION.**

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

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

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

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

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

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

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

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF SANTA BARBARA

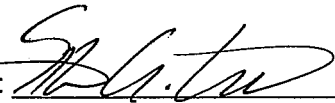
By: _____
Doreen Farr, Chair
Board of Supervisors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

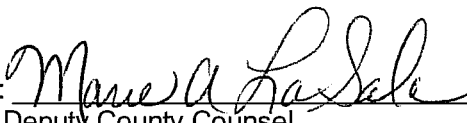
CONTRACTOR

By: _____
Deputy

By:  _____
SocSec or TaxID Number: 26-1253219

APPROVED AS TO FORM:
DENNIS A. MARSHALL,
INTERIM COUNTY COUNSEL

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

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By:  _____
Risk Program Administrator

EXHIBIT A

**STATEMENT OF WORK
PER PROPOSAL DATED JANUARY 23, 2012**

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ENGINEERING

Mr. John Haines
County of Santa Barbara
130 East Victoria Street, Ste. 100
Santa Barbara, CA 93101

January 23, 2012
PN 12-1166

RE: PROPOSAL TO PROVIDE CONSTRUCTION SUPPORT SERVICES FOR THE PHASE IIIA GROUNDWATER PROTECTION PROJECT AT THE TAJIGUAS LANDFILL, SANTA BARBARA COUNTY, CA

Dear Mr. Haines :

SWT Engineering (SWT) is pleased to present this scope of work and fee estimate to the County of Santa Barbara Public Works Department of Resource Recovery and Waste Management Division (RRWMD) to provide Engineering Support, Construction Management and Construction Quality Assurance (CQA) services for the Phase IIIA Groundwater Protection Project at the Tajiguas Landfill, Santa Barbara County, CA.

The following is the scope of work for the Phase IIIA Groundwater Construction Project:

SCOPE OF WORK

TASK 1.0 CONSTRUCTION SUPPORT SERVICES

RRWMD's Construction Manager (CM) will have overall responsibility for administration of the construction project and will maintain communication with stakeholders regarding status of construction. At the beginning of the project, SWT and RRWMD's CM will discuss and agree upon any changes distribution of contract documentation protocol, lines of authority, and other administrative issues from the project that will not be deviated from unless directed otherwise. SWT will also provide review and input on format for project files if requested to do so. SWT will review the following:

- ◆ Contract documents provided by bidders, i.e., completed Bid schedule, Subcontractors Listing, and Bonds.
- ◆ Notice to Proceed and contract time accounting procedure and documentation.
- ◆ Submittal log.
- ◆ Progress payment format in compliance with RRWMD.

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- ◆ Project personnel and emergency phone numbers.
 - ◆ Contract change order documentation and approval procedures.
 - ◆ Daily construction report format.
 - ◆ Required safety documentation and equipment.
 - ◆ Record drawing format.
 - ◆ Progress meeting format.
 - ◆ Requests for Information (RFI).
 - ◆ Change order/extra work (procedures and approvals).
 - ◆ Completion date, time extension procedures, and time accounting.
 - ◆ Project schedule, milestones.
 - ◆ Special permit requirements.
 - ◆ Review of site specific concerns (plans and specifications).
 - ◆ Survey requirements.

The CM will conduct the meeting and prepare minutes of the meeting for distribution to attendees. SWT will review draft meeting minutes before general distribution.

While a number of miscellaneous civil improvements will be constructed with this project, particular attention will be paid to the liner system, as well as proper construction of these civil improvements.

Construction documentation provides the basis for resolving issues. Clarification or adjustment of payment limits, extra work and changed or unforeseen conditions, and ultimately, an evaluation of the completeness of the project, SWT will assist RRWMD on an on-going basis.

Submittals: SWT will help identify the minimum submittal requirements for material and equipment as outlined in the Project Specifications. Anticipated due dates will be established, and each submittal will be reviewed for completeness. Most submittals will require the approval of SWT engineering staff.

Request for Information (RFI) and Design Clarification: The CM will track RFIs and Design Clarifications. Responses to RFIs and finalization of Design Clarifications will be reviewed and approved by SWT Engineering.

Weekly or Bi-Weekly Progress Meeting Minutes: The CM will document discussions at the progress meetings and will prepare meeting minutes.

The Contractor will be required to submit their proposed schedule during the pre-construction conference. The proposed schedule will be reviewed against the Contract. If the proposed schedule meets with the overall intent of the project, the Contractor schedule will then be accepted and that will become the Base Schedule. These schedules will be updated weekly as needed. SWT will confer with and advise RRWMD regarding the status of any significant schedule issues.

All contract quantities for progress payments and final payment will be verified by the CM. Any change orders or modifications that require an adjustment of the total sum of the project will be documented and tracked. When extra work is authorized, all operations will be monitored and documented to verify compliance with the intent of the change order or work directive. SWT will provide review and in-put on these items as required by RRWMD.

TASK 2.0 CONSTRUCTION ENGINEERING SUPPORT SERVICES

SWT will provide construction engineering support to RRWMD throughout construction, and final certification/acceptance process. The following tasks will be performed by the SWT as a part of the construction engineering support services relative to the Phase IIIA Groundwater Protection System Construction Project.

- ◆ Attend construction meetings to maintain project coordination and communications:
- ◆ Perform field observation services to evaluate construction activity conformance with the Plans and Specifications.
- ◆ Review and consult with RRWMD CM, CQA staff, and Contractor on technical issues that arise during construction.

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- ◆ Review contractor change order requests.
 - ◆ Review contractor submittals.
 - ◆ Respond to contractor Requests for Information (RFIs).
 - ◆ Review and comment on product manufacturer information.
 - ◆ Attend final job-walks and assist Construction Manager with the preparation of a punch list.
 - ◆ Assist (or review with) the CQA firm with the preparation of a final construction report.
 - ◆ Coordinate receipt, review, and drafting of the Contractor's record drawings developed during construction and assist in preparation of the final "Record Drawings".

TASK 3.0 CONSTRUCTION QUALITY ASSURANCE (CQA) SUPPORT SERVICES

The CQA services will be provided by Geosyntec. SWT will provide support services to the CQA function as described below.

Task 3.1 Subgrade Preparation/Foundation Layer Construction CQA

Prior to construction of the liner system, the Contractor will prepare the FML or GCL subgrade. This preparation will include observation of clearing and grubbing and placement of foundation material in areas of the fill or low-permeability layer on the floor. Geosyntec staff will monitor the placement of this material for oversize material, moisture conditioning, and material compaction in compliance with the Project Specifications. Correct preparation of the subgrade is important as it will establish the foundation for the liner system.

Once the fill is completed and the subgrade is brought to line and grade, SWT along with the CQA Monitor will review the subgrade for installation of the GCL. The subgrade inspection will also be conducted with the Liner Installer.

CQA for HDPE Geomembrane

The test types and frequency for conformance testing of HDPE are provided per the Specifications. SWT will review the conformance testing as part of the submittal process.

Interface Shear Testing

Prior to shipping any geosynthetic materials, the Contractor will be required to perform interface shear testing at an approved laboratory to determine that the interfaces meet the specified shear strength parameters (C and Φ). SWT will review the information for impact on future development of the site.

Final Geomembrane Acceptance

The CQA Monitor will recommend geomembrane acceptance to the CM when all installation is complete, all seams have been inspected and approved, the required laboratory tests have been completed and approved, all Contractor-supplied documentation. SWT will provide input as necessary for the acceptance.

TASK 4.0 FINAL CONSTRUCTION CLOSE OUT REPORT

SWT will review the draft and final Construction Certification Reports in accordance with the CQA Plan. The final report will include the field notes, field and laboratory CQA test data, field records, completed field correspondences, project photographs, all approved modifications to the plans and specifications, and a narrative description of the project; liner system construction observation and field test results. CQA data will be presented in summary spreadsheets that compare the data results with the project specifications, and contain simple results statistics (minimum, maximum, and average values). Where CQA data differs from the specifications, the CQA Report will explain the deviations, if any.

Project close-out procedures will begin well before the end of construction. A cumulative listing of project deficiencies and corrective action items will be completed. Pre-final inspections will be implemented to develop project punch lists. If unresolved issues remain, the CM will schedule negotiation meetings.

TASK 5.0 REGULATORY LIAISON/FINAL APPROVALS

SWT will with coordination of the San Luis Obispo Regional Water Quality Control Board and LEA during the construction process, as necessary. SWT will also be available to meet with agencies during the regularly scheduled construction meetings, or as required. SWT will

coordinate the Final Construction Close Out Report which will include the CQA Report and other construction documentation including the as-builts.

TASK 6.0 AS-NEEDED SUPPLEMENTAL CONSTRUCTION MANAGEMENT SERVICES
CONSTRUCTION MANAGEMENT SERVICES

SWT's CM will evaluate the needs of specific projects based on the level of activities represented on the contractors schedule and as dictated by field conditions. CQA monitoring staff will be coordinated by the CM with additional technical support from the engineering and design staff.

SWT's CM will provide detailed reports of contractor activities. Of particular note will be any deviations from the project specifications or QA plan. All variances will be documented and will be maintained until repair and/or remediation has been completed.

SWT understands the importance of detailed documentation on all aspects of a construction project. Construction documentation provides not only a project history, but is quite often the basis for resolving many outstanding issues. Below is a brief description of typical documentation that will be maintained during a project on a daily basis:

Daily Construction Reports

Daily reports will be finalized before leaving the site. The report will include the date, weather, a summary of the equipment working (and non-operating equipment), manpower, material deliveries, visitors to the site, and a narrative.

The narrative portion of the report will include sufficient information to convey to the RRWMD CM and other concerned parties the work completed that day, and the locations in which the work occurred. Particular attention will be paid to changed or unforeseen conditions, deficiencies noted, and when corrective action is required. Monitoring of Health and Safety activities will also be a high priority during construction activities. SWT will not assume the responsibility of the Contractor for his own health and safety, but will notify the Superintendent if they are obviously not in compliance with the approved Health and Safety Plan.

Request for Information (RFI)

All responses to RFIs and finalization of Design Clarifications will be reviewed and approved by the Design Engineer and, if applicable, the CQA Officer. SWT's CM will handle RFIs and design clarifications if onsite during the regular CM activities. However, all formal requests from the Contractor will be responded to in writing to clearly document responses.

Work Force and Material Daily Reports

When "time-and-material" work has been authorized, or disputed work is taking place, SWT's CM will keep a detailed summary of the manpower, equipment, and material being used in the operation. The report will be agreed upon by SWT's CM and the Contractor, on a daily basis, and signed by each party. The signatures are verification of the labor, equipment, and material used in the operation (for that day); however, this will not constitute the approval, or authorization for extra work.

Cumulative Corrective Action File

SWT's CM will update the list of deficiencies and items requiring repair, removal, or remediation. Also as items are corrected the SWT CM will be removing them from the list.

Contract Time Accounting

SWT's CM will make a determination as to whether or not the day is to be charged as a "contract day".

SCHEDULE

SWT is committed to providing the RRWMD with as-needed CM support. We understand this may be one day a week or a few days a month to supplement the County's on-site CM. Yr on-site coverage will be based on RRWMD request.

TASK 7.0 PROJECT MANAGEMENT AND ADMINISTRATION

SWT will provide project administration services including project schedule, tracking and updating, budget tracking, and invoicing. The SWT Project Manager will also coordinate activities of construction engineering support

COST ESTIMATE

The SWT Team proposes to perform this work on a time-and-materials basis. The estimated cost to perform the scope of work described herein is \$151,666. (A detailed breakdown is provided on Table 1 attached.) The fee estimate hours are based on Sequence 1 of 75 work days and Sequence 2 (total) of 120 work days. Fee estimate is for budget purposes only and all work performed will be invoiced on a time-and-materials, based on actual staff providing the service, not-to-exceed basis using the rates on our current rate schedule.

The fee estimate for Task 6 is based on 40 days. The estimated hours are based on 10 hours per day for either SWT staff or Michael Cullinane covering a construction day either before or after the bi-weekly construction meeting (If Mr. Cullinane covers the day, this schedule will save travel time). If a second day is needed, back-to-back, the hours will be reduced by the travel time (50 hours are allocated for travel time).

The overall budget will not be exceeded without prior written approval from RRWMD. In addition, reimbursable charges (reproduction, computer, phone, courier charges, and miscellaneous in-house expenses.) are invoiced at 5 percent of total labor charges, not requiring a breakdown. Other reimbursable charges (i.e., airfare, hotels, meals at per diem State rate, and other outside expenses) will be invoiced cost plus 15 percent. Subconsultants will be marked up 15 percent.

CLOSURE

SWT Engineering appreciates the opportunity to present this scope of work and fee estimate to RRWMD. Should there be any questions or if you require further clarification, please do not hesitate to contact me at (909) 390-1328 or via email at mac@swteng.com.

We look forward to working with you on this project.

Sincerely,



Michael A. Cullinane, P.E.
President

Attachment



ENGINEERING

FEE SCHEDULE

<u>Staff Classification</u>	<u>Hourly Rate</u>
Principal.....	\$200
Principal Planner.....	\$190
Principal Engineer.....	\$190
Project Manager.....	\$160
Project Engineer.....	\$140
Engineer III/Senior Designer.....	\$129
Engineer II/Designer.....	\$115
Engineer I.....	\$95
CADD Operator.....	\$75
Senior Planner.....	\$130
Planner II.....	\$90
Planner I.....	\$75
Construction Manager.....	\$130
Project Coordinator.....	\$105
Administrative Assistant.....	\$75
Engineering Technician.....	\$75
Technician.....	\$60
Clerk.....	\$50

Overtime premium, if appropriate, will be invoiced at 50 percent of above rates.

Reimbursable charges (reproduction, courier charges, miscellaneous in-house expenses.) are invoiced at 5 percent of total labor charges, not requiring a breakdown (as approved by the client).

Other reimbursable charges are invoiced as follows:

Mileage.....	Federal Rate (\$0.555)
Vehicle.....	\$6.00/hour
Subconsultants/Outside Services.....	Cost + 15 percent
Outside Out-of-pocket Expenses.....	Cost + 15 percent
Per Diem for Living Expenses.....	Federal Rate

Any non-recurring project specific charges not listed above will be invoiced at Cost + 15 percent, or as negotiated in the contract.

Fee Schedule effective through December 31, 2012

TABLE 1 - FEE ESTIMATE
COUNTY OF SANTA BARBARA
TAJIGUAS SANITARY LANDFILL - PHASE IIIA GROUNDWATER PROTECTION PROJECT
CONSTRUCTION SUPPORT SERVICES

	Principal	Principal Engineer	Engineer III/Sr. Designer	Const. Manager	Engineering Technician	Project Coordinator	TOTAL LABOR	5% Expenses*	Vehicle @ \$6.00/hr (hours shown)	Lodging\Per Diem (\$20\day)(days shown)	ESTIMATED FEE
Hourly Rate	\$200	\$190	\$129	\$130	\$75	\$105					
Task 1.0 Construction Support Services	24					24	\$7,320	\$366			\$7,686
Task 2.0 Construction Engineering Support Services	60	140	20		20		\$42,680	\$2,134	140	14	\$48,734
Task 3.0 Construction Quality Assurance Support Services		24					\$4,560	\$228			\$4,788
Task 4.0 Final Construction Close Out Report		4			12		\$1,660	\$83			\$1,743
Task 5.0 Regulatory Liaison\Final Approvals		16				8	\$3,880	\$194			\$4,074
Task 6.0 AS-Needed Supplement Construction Management Services				450		40	\$62,700	\$3,135	450	40	\$77,335
Task 7.0 Project Management and Administration	24					24	\$7,320	\$366			\$7,686
TOTAL HOURS	108	184	20	450	32	96					
ESTIMATED FEE	\$21,600	\$34,960	\$2,580	\$58,500	\$2,400	\$10,080	\$130,120	\$6,506	\$3,540	\$11,500	\$151,666

*Expenses will be billed at 5% of labor not requiring a specific breakdown.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **151,666.00**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

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

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2012

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

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

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		CONTACT NAME: Aimee La Rue PHONE (A/C No. Ext): (714) 731-7700 FAX (A/C No): (714) 731-7750 E-MAIL ADDRESS: aimee@cornerstonespecialty.com													
INSURED SWT ENGINEERING, INC. 800-C Rochester Street Ontario CA 91760		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: RLI Insurance Company</td> <td>NAIC # 13056</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: RLI Insurance Company	NAIC # 13056	INSURER B: Continental Casualty Company	20443	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: RLI Insurance Company	NAIC # 13056														
INSURER B: Continental Casualty Company	20443														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PSB0001180 PER FORM # PPB3040610 AS REQUIRED BY WRITTEN CONTRACT CONTRACTUAL LIAB INCLD	8/23/2011	8/23/2012	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> ADDTL INSURED/PRIMARY						PERSONAL & ADV INJURY \$ INCLUDED	
<input checked="" type="checkbox"/> BLNKT WVR OF SUBROGATION	GENERAL AGGREGATE \$ 2,000,000							
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
A	AUTOMOBILE LIABILITY			PSB0001180	8/23/2011	8/23/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
					\$			
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X		PSE0001075	8/23/2011	8/23/2012	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> UMBRELLA LIAB						<input checked="" type="checkbox"/> OCCUR	AGGREGATE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	\$
	DED \$	RETENTION \$					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0001146	8/23/2011	8/23/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	PROFESSIONAL LIABILITY			EEA288334965	8/23/2011	8/23/2012	EACH CLAIM \$1,000,000	
	Claims Made						ANNUAL AGGREGATE \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Phase III Groundwater Protection System at the Tajibuas Sanitary Landfill. Certificate Holder is Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Additional Insured for Excess Liab applies as per policy conditions. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER**CANCELLATION**

haines@cosbpw.net

County of Santa Barbara
Attn: John Haines
100 Victoria St., Ste. 100
Santa Barbara, CA 93003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aimee La Rue/AIMEEL 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] FOR DESIGN PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS
THAT ARE PARTIES TO A CONTRACT
THAT REQUIRES YOU TO OBTAIN
THIS AGREEMENT, PROVIDED YOU
EXECUTED THE CONTRACT BEFORE
THE LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/23/2011

Policy No. PSW0001146

Endorsement No. 1

Insured SWT ENGINEERING, INC.

Premium INCL

Insurance Company RLI Insurance Company

WC 00 03 13
(Ed. 4-84)