

## 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 Ave., 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.** Imelda Cragin at phone number (805) 882-3613 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: Imelda Cragin, 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 July 9, 2013 and end performance upon completion, but no later than July 31, 2014 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

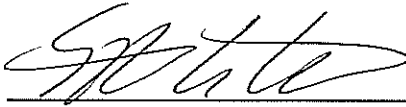
By: \_\_\_\_\_  
Salud Carbajal, Chair  
Board of Supervisors

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


ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

CONTRACTOR


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

By:   
Michael A. Cullinane, P.E., President, SWT Engineering  
SocSec or TaxID Number: 26-1253219

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By:   
Deputy County Counsel

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

By:   
Deputy  
Deputy Auditor-Controller  
Gregory Eric Levin  
Advanced and Specialty Accounting

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK MANAGER

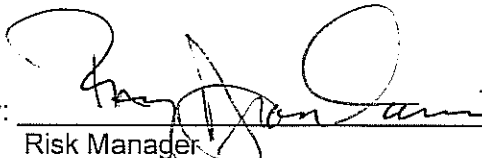
By:   
Risk Manager



EXHIBIT A  
STATEMENT OF WORK

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ENGINEERING

April 12, 2013

PN 13-1233

Ms. Imelda Cragin  
County of Santa Barbara  
Public Works Department  
Resource Recovery & Waste Management Division  
130 East Victoria  
Santa Barbara, CA 93101

RE: PROPOSAL FOR SCOPE OF WORK FOR THE CELL IIIB GROUNDWATER PROTECTION  
PROJECT LINER DESIGN FOR CONSTRUCTION AT THE TAJIGUAS LANDFILL – PN 13-  
1233

Dear Ms. Cragin:

SWT Engineering (SWT) is pleased to submit this proposal to the County of Santa Barbara Public Works Department Resource Recovery & Waste Management Division (RR&WMD) to provide consulting services for the Cell IIIB Groundwater Protection Project Liner Design for Construction at the Tajiguas Sanitary Landfill (TSL). Based on our understanding of the site and the proposed project, SWT has prepared the following scope of services and fee estimate.

#### 1.0 PROJECT UNDERSTANDING

SWT Engineering (SWT) understands that the County of Santa Barbara Public Works Department Resource Recovery & Waste Management Department (RR&WDR) desires to procure construction documents for the construction of the Cell IIIB Liner area at the Tajiguas Landfill (TL). The TL is a Class III disposal facility situated on approximately 497 acres. Refuse disposal operations are permitted in an area of approximately 118 acres. SWT will prepare the construction documents and Design Report for the development of the Phase IIIB liner project to provide uninterrupted refuse disposal airspace for City and County residents.

#### 2.0 PROJECT APPROACH

The SWT project approach to the TL Cell IIIB Liner system design is to prepare construction drawings which meet or exceed 27 CCR regulations, address any past and/or current regulatory agency issues/concerns, and maximize capacity while efficiently using capital resources. SWT will perform value engineering to review the technical feasibility aspects of the design.

800-C South Rochester Avenue, Ontario, CA 91761 (V) 909-390-1328 (F) 909-390-3848

Z:\Proposals\Santa Barbara\2013\PN 13-1233 Phase IIIB Liner\PN 13-1233\_040813\_SOW Phase IIIB.doc

As with all landfill projects, phased waste placement requires that minimum deck gradients be maintained. Storm water drainage control facilities (both interim and final) must also be progressively constructed as waste filling is completed. This will provide continuous storm water collection and conveyance in a controlled manner, minimizing erosion, enhancing sediment control, limiting ponding, and minimizing the potential for leachate generation and/or surface water contamination. SWT is intimately familiar with the existing and proposed surface water control system features at the TL, therefore, integration of the Cell IIIB control features, both interim and permanent will be technically sound. The liner system designed for the Cell IIIB area will meet or exceed the prescriptive design standards required by 27 CCR.

The liner system design for Cell IIIB will consist of base and slope liner as described below:

- ◆ **Bottom Liner System Design.** The bottom area liner section will include (from top to bottom): a minimum 24-inch thick protective soil cover layer, a geotextile, a 12-inch thick LCRS gravel, a geotextile, a 60-mil HDPE geomembrane (textured on both sides), and a 24-inch compacted clay liner (CCL) thick layer of low-permeability material ( $<1 \times 10^{-7}$  cm/sec) and subdrain system where required.
- ◆ **Slope Liner System Design.** The slope liner system design, including benches, (e.g., sections with gradients greater than 5:1), will include (from top to bottom): a protective soil cover layer (minimum of 24-inches thick) placed in 12-foot lifts, a geotextile, a 60-mil HDPE geomembrane (textured on both sides), and a 24-inch thick layer of low-permeability material ( $<1 \times 10^{-7}$  cm/sec) or geocomposite clay liner (GCL) in lieu of the CCL. A liner performance demonstration was prepared and accepted by the RWQCB, which allows the option of substituting a GCL in place of the CCL on side slopes, where slope stability allows. Review of the existing slope stability analysis will be conducted, if needed. Additional analysis may be warranted to determine those portions of the slope liner system where a geosynthetic clay liner (GCL) can be utilized in lieu of a compacted clay liner (CCL).

Construction of the liner system will be conducted in accordance with a Construction Quality Assurance (CQA) Plan prepared in compliance with 27 CCR, Sections 20323 and 20324, and certified by a Registered Engineer or a Certified Engineering Geologist registered in the State of California. The CQA Plan includes selected testing, inspection, and documentation of the final construction product in order to provide the RR&WMD and agencies with an evaluation that the product/construction is of the specified quality of materials and workmanship.

Stability analyses completed in support of the Cell III area concluded that the excavation and refuse is stable under static and seismic loads with the proposed liner system as described above.

In addition to the liner system design there are other key elements of this project that will need to be evaluated and performed as described below:

- ♦ Drainage Fill Removal/Access: The balance of the drainage fill material that was placed on the north side of Phase IIA and east side of Phase IIIA will have to be removed for this project. Interim Access for Landfill Operations from Phase IIIA will be incorporated into the design.
- ♦ Interim Storm Water Pumping Point\Drainage Fill: As this cell will not require the construction of an interim drainage build, the benches on the east cut will be designed to convey interim drainage to the north until waste is placed in the area. The interim drainage for the cell area will be based on the minimum amount of refuse placement necessary to provide positive drainage to the west which is the lowest outlet point. This will be done to provide positive drainage as soon as possible from the cell area as SWT understands that the filling operation on the top deck is necessary to bring those grades to ultimate condition as soon as possible.
- ♦ Blasting. The existing conditions of the TL Phase IIIB area are hard rock and SWT recognizes that blasting is required to break up the hard rock material and make the area suitable for excavation operations. SWT understands that some of the excavation and blasting have been completed or will be completed by Operations; however, the Plans and Specifications will address the remaining material to be removed to complete the subgrade of the Phase IIIB project.
- ♦ Back-Cut Drainage System. SWT will design the back-cut drainage system consistent with the revised conceptual access studies performed for the landfill reconfiguration across the creek. The existing site hydrology study will be utilized to determine tributary flow.

SWT will obtain concurrence on the conceptual design from RR&WMD prior to commencement of preparation of the final Phase IIIB construction documents. After approval of the conceptual design, SWT will submit the constructions drawings to RR&WMD for review and comment at the 60- and 90-percent complete stage. The 90-percent submittals will also include the Technical Specifications, Material Quantity Estimates, Design Calculations, Engineer's Cost Estimate and a Bid Schedule.

The following sections identify the tasks that are anticipated to be included in the scope of work for this project.

### 3.0 SCOPE OF SERVICES

#### TASK 1.0 PREPARE CONSTRUCTION DOCUMENTS FOR THE CELL IIIB LINER SYSTEM DESIGN

The construction bid documents will be prepared in a format that will allow RR&WMD to solicit competitive bids for the TL Cell IIIB Liner System Construction Project. The construction document package will include the following:

- ♦ Construction Plans and Details;
- ♦ Technical Specifications, based on the 2010 Caltrans Standards. This will be the first project using the 2010 CalTrans Standards, which will require some additional time and review.;

- ◆ Bid schedule; and
- ◆ RR&WMD Standard Contract Language.

#### Task 1.1 Prepare Cell IIIB Liner Construction Drawings

The construction drawings will include the following sheets showing the proposed design features for the next liner phase and perimeter channel:

- ◆ Cover Sheet;
- ◆ Site Location and Map;
- ◆ Liner Subgrade Grading/Subdrain Plans;
- ◆ Liner and LCRS Collection System Plan;
- ◆ Interim Storm Water Control;
- ◆ Back-Cut Drainage System Plan
- ◆ Low Permeability Borrow Area Grading and Drainage Plan
- ◆ Stockpile Grading and Drainage Plan
- ◆ Liner System Details
- ◆ Cross Sections.

SWT will complete the construction drawings for the construction of the proposed liner system. The final construction-level design plans for the Cell IIIB refuse disposal area will be prepared as outlined below:

#### Drawing Format

Plan sheets will consist of a subgrade plan for the two-foot thick low-permeability material for the bottom liner area and slope liner area. SWT will also prepare an LCRS plan, which will show the LCRS system components along with the anchor trench location. Detail sheets will also be provided including cross sections, enlarged and cross-referenced on the plan sheets. The drawings will be prepared in a digital format by AutoCAD (Release 2011) to a scale of 1" = 50' (minimum). A digital copy of the drawing files will be supplied to RR&WMD with representative hard copy drawings of their content. It is estimated that approximately 8 to 10 sheets will be necessary to present the TL Cell IIIB liner design.

#### Plan Review

SWT will develop the 60-percent complete construction drawings with senior review for constructability and value engineering conducted by Principal-in-Charge, Michael A. Cullinane, P.E. SWT will submit two copies of the construction drawings to RR&WMD for review and comment at the 60- and 90-percent complete design stage.

#### Deliverables

- ◆ Two copies of 60- and 90-percent level sets of the construction plans, cross sections, and details.

- ◆ Two final review sets of the construction plans and details incorporating RR&WMD comments.
- ◆ One original mylar set of signed and stamped by a licensed Civil Engineer, licensed in the State of California, of the 100-percent final construction plans and details and one copy in digital format (AutoCAD and PDF format).

#### **Task 1.2      Prepare Cell IIIB Liner System Technical Specifications/Engineer's Estimate**

Technical or Special Provisions of the Specifications for TL Cell IIIB Liner System will also be prepared and submitted as part of the 90-percent complete submittal of the construction drawings. SWT will also include material quantities and the Engineer's Cost Estimate. The Specifications will include requirements for the Contractor's Construction Health and Safety Plan detailing the minimum requirements for the anticipated construction activities. The Specifications will also include Resource Agency permit requirements. The Technical Specifications will be provided to RR&WMD for inclusion into their standard bid documents. The Special Provisions will be suitable for competitive-bidding of the Cell IIIB Liner System construction.

SWT will complete the Technical Specifications based on 2010 CalTrans Standards format in conjunction with RR&WMD requirements in a format similar to the Cell IIIA Liner project. The document will be acceptable for incorporation into RR&WMD's standard contract bid document to be distributed to contractors. The Specifications will be provided in Microsoft Word for Windows format and will also include a CQA Plan.

##### **Deliverables**

- ◆ Two copies of the draft Technical Specifications submitted at a 90-percent level of completion for review.
- ◆ Two copies of the draft Engineers Estimate including material quantities submitted at a 90-percent level of completion for review.
- ◆ Digital copy (Word for Windows and PDF format) of the final Technical Specifications, with wet stamp and signature of a licensed Civil Engineer registered in the State of California.

#### **TASK 2.0      PREPARE CELL IIIB LINER DESIGN REPORT**

##### **Task 2.1      Prepare Cell IIIB Liner Design Calculations**

SWT will prepare design calculations to support the configuration of the refuse disposal area containment system. These calculations include the following:

- ◆ Cushion geotextile calculations;
- ◆ Leachate conveyance capacity calculations to demonstrate that the specified drainage layer satisfies minimum performance standard;
- ◆ Leachate piping strength and conveyance capacity calculations to demonstrate that the leachate collection and transfer pipes are properly sized;
- ◆ Earthwork calculations; and

- ♦ Slope stability analysis for the proposed liner designs (by others).
- ♦ Engineer's construction cost estimate based on Construction Drawings and Technical Specifications (90-percent submittal).

Deliverables

- ♦ The design calculations will be submitted to RR&WMD at the 60- and 90-percent submittals and included in the Design Report Package discussed in Task 2.3.

**Task 2.2      Prepare Cell IIIB Liner Design Report**

SWT will prepare a Design Report Package (DRP). The DRP will include the Phase IIIB design plans, Specifications and a CQA Plan for the proposed construction area incorporating, or referencing the following information:

- ♦ Design rationale;
- ♦ Design criteria;
- ♦ Design calculations;
- ♦ Construction drawings;
- ♦ Construction specifications;
- ♦ Construction Quality Assurance Plan (by others);
- ♦ Stability analysis and geotechnical information (by others); and
- ♦ Interim refuse grades and phase capacity.
- ♦ Hydrology and Hydraulic Calculations for the Perimeter Drainage System

The final DRP will be transmitted to RR&WMD for submittal to the RWQCB.

Deliverables

- ♦ Two copies of the draft DRP.
- ♦ Four copies of the final DRP incorporating RR&WMD comments (two for RR&WMD, one for RWQCB and one for LEA).
- ♦ One copy of the final DRP in Word for Windows and PDF format on CD-ROM.

**TASK 3.0      GEOTECHNICAL SUPPORT SERVICES**

SWT proposes using Geosyntec Consultants (under a separate contract to RR&WMD) for the geotechnical support services. SWT will coordinate and provide review of the below items:

**Task 3.1      Conduct Updated Slope Stability Analysis or Use Existing**

A minimum of two critical cross sections will be analyzed for stability under static and seismic loading conditions for the Phase IIIB refuse cell. The slope configurations will incorporate appropriate subsurface soils, liner interfaces, and refuse fill. Analysis for static loading conditions will be performed using the computer program, SLIDE (v5.0). The

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program allows the use of several methods of analysis using limited equilibrium procedures for moments (Bishop Method), or forces (simplified Janbu and Spencer Methods), or both moments and forces (Morgenstern and Price Method) for both circular and non-circular failure surfaces. For cases where the pseudostatic safety factor is less than 1.5, we propose to use the procedure described by Makdisi and Seed (1975) and /or Newmark (1965) to estimate seismic induced permanent displacements. Pseudo-static analysis to evaluate the yield acceleration, used in the procedure, will be completed using SLIDE.

#### Task 3.2 UPDATED CQA Plan Preparation

An updated liner CQA Plan will be prepared for Phase IIIB by Geosyntec. The previous Phase IIIA CQA Plan will be used as the basis for Phase IIIB and will be modified as needed. The CQA Plan includes procedures to obtain test results and inspection observations in order to evaluate whether the final product is completed in compliance with minimum regulatory standards and the approved design. This CQA Plan will conform to current State and federal regulatory requirements and will include the following:

- ◆ General project design information;
- ◆ Definitions of responsible parties and descriptions of specific materials to be used in the construction;
- ◆ Personal qualifications, chain of command, and CQA Plan organization;
- ◆ Project meetings;
- ◆ Demonstration pad inspection and testing, including the rational for field permeability test methods;
- ◆ Test methods and inspection requirements for materials to be used in the construction of the liner system;
- ◆ CQA testing interpretation protocols including data evaluation, pass/fail criteria, and methods for combining different test methods to provide overall confidence in the quality and uniformity of the completed liner system;
- ◆ Documentation requirements and formats including daily records, inspection sheets, photographs, acceptance of completed portions of the project, final documentation (Construction Report of Compliance), and document storage.

SWT will support the above-mentioned tasks. This support will include providing cross sections based on locations to be determined by the Geotechnical Engineer and will provide peer review of both the stability analysis and the final CQA Plan. This information will be incorporated into the Design Report and Bid Documents as appropriate.

#### TASK 4.0 PROJECT ADMINISTRATION/COORDINATION AND MEETINGS

SWT will provide project administration services including project schedule development, tracking and updating, budget tracking, invoicing, and activity reporting, as requested. The SWT Project Manager will also coordinate activities with RR&WMD and the regulatory agencies, if requested. This task also includes budget for two additional meetings in

addition to those conducted as part of Tasks 1 through 3 at the RR&WMD's Office and one meeting with the RWQCB at their office, if necessary.

The SWT Project Manager will provide general administration of the contract, track budget performance and task scheduling, conduct regular progress meetings, document scope changes, provide RR&WMD with required monthly invoice activity reports, and generally coordinate all efforts related to the project within the bounds of the scope as directed by RR&WMD.

Deliverables

- ◆ Project Tracking.
- ◆ Meeting Minutes, when required.
- ◆ Coordination with County staff.

**FEE ESTIMATE**

Our estimated fee to complete the above scope of work is \$105,543. A detailed breakdown is provided in Table 1 – Fee Estimate attached. 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 overall budget will not be exceeded without prior written approval from the County. 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, and other outside expenses) will be invoiced as indicated on our rate schedule.

SWT appreciates the opportunity to present this proposal and scope to the RR&WMD. If there should be any questions or you need additional clarification, please call me at 909-390-1328 or contact me via email at [mac@swteng.com](mailto:mac@swteng.com).

We look forward to your favorable consideration and working with you on this project.

Sincerely,



Michael A. Cullinane, P.E.  
President

Attachment: Table 1 Fee Estimate



TABLE 1 - FEE ESTIMATE  
COUNTY OF SANTA BARBARA  
CELL IIIB GROUNDWATER PROTECTION LINER CONSTRUCTION  
SYSTEM DESIGN  
TAJIGUAS SANITARY LANDFILL  
PN 13-1233

	Principal	Principal Engineer	Engineer III/Senior Designer	Engineering I	CADD Operator	Project Coordinator	TOTAL LABOR	5% Expenses *	ESTIMATED FEE
Hourly Rate	\$206	\$196	\$133	\$98	\$77	\$108			
Task 1.0 Prepare Construction Documents for the Cell IIIB Liner and Perimeter Drainage System Design									
Task 1.1 Prepare Cell IIIB Liner Construction Drawings	30	70	120	24	120	14	\$48,964	\$2,448	\$51,412
Task 1.2 Prepare Cell IIIB Liner System Technical Specifications\Engineer's Estimate	16	40	40	12	12	20	\$20,716	\$1,036	\$21,752
Task 2.0 Prepare Cell IIIB Liner Design Report									
Task 2.1 Prepare Cell IIIB Liner Design Calculations	2	4	12	20		8	\$5,616	\$281	\$5,897
Task 2.2 Prepare Cell IIIB Liner Design Report	6	12	20		20	16	\$9,516	\$476	\$9,992
Task 3.0 Geotechnical Support Services-Support\Review							\$0	\$0	\$0
Task 3.1 Conduct Updated Slope Stability Analysis or use Existing	6	4					\$2,020		\$2,020
Task 3.2 Updated CQA Plan Preparation	6	6					\$2,412		\$2,412
Task 4.0 Project Administration\Coordination\Meetings	24	12	12			24	\$11,484	\$574	\$12,058
Total Hours	90	148	204	56	152	82			
ESTIMATED FEE	\$18,540	\$29,008	\$27,132	\$5,488	\$11,704	\$8,856	\$100,728	\$4,815	\$105,543

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



ATTACHMENT B1  
SCHEDULE OF FEES



ENGINEERING

### FEE SCHEDULE

Staff Classification	Hourly Rate
Principal .....	\$206
Principal Planner .....	\$196
Principal Engineer .....	\$196
Project Manager .....	\$165
Project Engineer .....	\$144
Engineer III/Senior Designer .....	\$133
Engineer II/Designer .....	\$118
Engineer I .....	\$98
CADD Operator .....	\$77
Senior Planner .....	\$134
Planner II .....	\$93
Planner I .....	\$77
Construction Manager .....	\$134
Project Coordinator .....	\$108
Administrative Assistant .....	\$77
Technician .....	\$62
Clerk .....	\$52

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, 2013*

## 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 \$ 105,543.00.
- 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.

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

##### Indemnification pertaining to Professional Services:

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

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

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 that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in

Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

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 thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

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

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



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

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk 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)  
6/11/2013

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

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

<b>PRODUCER</b> Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299  Irvine CA 92604		<b>CONTACT NAME:</b> Aimee La Rue <b>PHONE (A/C, No, Ext):</b> (714) 731-7700 <b>FAX (A/C, No):</b> (714) 731-7750 <b>E-MAIL ADDRESS:</b> Aimee@cornerstonespecialty.com																						
<b>INSURED</b> SWT ENGINEERING, INC. 800-C Rochester Avenue  Ontario CA 91760		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B:</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	RLI Insurance Company	13056	INSURER B:	Continental Casualty Company	20443	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PSB0001180	8/23/2012	8/23/2013	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> ADDTL INSURED/PRIMARY			PER FORM # PPB3040610			PERSONAL & ADV INJURY \$ INCLUDED
	<input checked="" type="checkbox"/> BLNKT WVR OF SUBROGATION			AS REQUIRED BY WRITTEN CONTRACT			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CONTRACTUAL LIAB INCLD			\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	X		PSB0001180	8/23/2012	8/23/2013	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
A	UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			PSE0001075	8/23/2012	8/23/2013	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	PSW0001146	8/23/2012	8/23/2013	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY						EACH CLAIM \$1,000,000
	Claims Made			EEH28833465	8/23/2012	8/23/2013	ANNUAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Landfill Engineer. 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. 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, the aggregate limit is the total insurance for all covered claims reported within the policy period.

**CERTIFICATE HOLDER****CANCELLATION**

County of Santa Barbara  
Attn: Imelda Cragin  
130 E. Victoria Street  
Ste. 100  
Santa Barbara, CA 93101

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/TCOWIE

Named Insured: **SWT Engineering, Inc.**

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 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.**



## EXHIBIT D

### YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY FOR GOODS AND SERVICES

CONTRACTOR warrants that any Products furnished by CONTRACTOR pursuant to this agreement shall support a four-digit year format and be able to accurately process date and time data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, as well as leap year calculations. For purposes of this warranty, "PRODUCT" shall include, without limitation, any piece of component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components of subroutines therein together with updates, upgrades and enhancements on same and all services, wherever such compliance is appropriate. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in Product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the Product from operating correctly using dates beyond December 31, 1999, CONTRACTOR shall restore or repair the Product to the same level of functionality as existed prior to the date malfunction, so as to minimize interruption to COUNTY's ongoing business processes, time being of the essence. In the event that such warranty compliance requires the acquisition of additional Products, the expense for any such associated or additional acquisitions that may be required, including without limitations, data conversion tools, shall be borne exclusively by CONTRACTOR.

In the event that restoration, repair and/or replacement is inadequate to prevent or remedy loss, CONTRACTOR shall defend, indemnify and save harmless COUNTY, its agents, officers, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the failure of this warranty or occasioned by the performance or attempted performance of the Product(s), including, but not limited to, any act or omission to act on the part of CONTRACTOR or its agents, officers, employees or independent contractors.

Nothing in this warranty shall be construed to limit any rights or remedies the COUNTY may otherwise have under this Agreement with respect to defects other than Year 2000 performance. CONTRACTOR shall obtain the same assurances from all other suppliers whose products CONTRACTOR relies upon for operation of CONTRACTOR's Product(s) and shall furnish them to COUNTY upon request.



Contract Number :

BC14-115

D1. Fiscal Year .....: FY 2013/2014  
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 1930 (054-06-01-1050-1 / 054-05-01-1050-0)  
 D3. Requisition Number .....:  
 D4. Department Name .....: Public Works  
 D5. Contact Person .....: Imelda Cragin  
 D6. Phone .....: 805-882-3613

K1. Contract Type (check one): ☐ Personal Service ☒ Capital Project/Construction  
 K2. Brief Summary of Contract Description/Purpose : Engineering Design Services for Tajiguas Phase 3B Liner  
 K3. Original Contract Amount .....: \$105,543.00  
 K4. Contract Begin Date.....: July 9, 2013  
 K5. Original Contract End Date .....: July 31, 2014  
 K6. Amendment History (leave blank if no prior amendments):

Seq#	Effective Date	This Amndt	Amt Cum	Amndt To	Date New	Total Amt	New End Date	Purpose (2-4 words)
		\$		\$		\$		

K7. Department Project Number .....: 828358

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) .....: \$105,543.00  
 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) .....: N/A  
 F6. Account Number .....: 8200  
 F7. Cost Center number (if applicable).....: N/A  
 F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) .....: 007175  
 V2. Payee/Contractor Name .....: SWT Engineering, Inc.  
 V3. Mailing Address .....: 800-C South Rochester Ave.  
 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.....: 8/23/2013  
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 8/23/2013  
 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: .....

