

## AMENDMENT TO CONTRACT

# 3

The County of San Benito ("COUNTY") and Associated Right of Way Services, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated November 5, 2013.

#### b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 2, 2014 and September 22, 2015

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2016, to a new expiration date of June 30, 2017.

b. **Scope of Services.** (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

**Modified or New Scope of Services:**

Attachment A of the original contract, as previously amended (Exhibit 1), is hereby further amended to revise the following services provided under the heading **“ADDITIONAL APPRAISAL AND ACQUISITION SERVICES - PARCEL OF CARL L. LADD (RECORDER’S BOOK 44, PAGE 422 OF DEEDS)”**, subheadings **“Project Management Services”**, **“Appraisal Services”** and **“Acquisition Services”**, consistent with the level of service described under the heading **“NEGOTIATION/ACQUISITIONS”**:

- **Project Management Services.** In addition to the additional project management services described in Amendment #2 to this contract (Exhibit 1), CONTRACTOR will provide additional coordination of the property acquisition services regarding this parcel. CONTRACTOR will act as liaison between the Title Company and the COUNTY in preparation of a Preliminary Title Report, will coordinate with COUNTY and legal counsel for regular right of way matters and will assist with possible condemnation process as needed and as budget allows.
- **Appraisal Services.** In addition to the additional appraisal services described in Amendment #2 to this contract (Exhibit 1), CONTRACTOR will update the appraisal report for the Ladd property via memorandum. If it is determined in the updated appraisal for the Ladd property the value has changed, the updated report will be reviewed by a qualified independent review appraisal. The review appraiser will review the report to ensure it contains all prescribed requirements. The review appraiser will communicate with the County to clarify potential issues and resolve problems. Upon satisfactory completion of the appraisal reports, a review certificate report will be prepared.
- **Acquisition Services.** In addition to the additional acquisition services described in Amendment #2 to this contract (Exhibit 1), CONTRACTOR will complete its due diligence by obtaining a Preliminary Title Report and identifying any heirs of the property owners of the subject parcel and/or any owners of additional property interests therein, after reviewing the Preliminary Title Report. Based on the results of such due diligence, CONTRACTOR will prepare offer documents for any newly identified owners and will conduct negotiations with any newly identified owners and their legal representatives. This task includes administrative support.

CONTRACTOR will provide additional acquisition services for the heirs of the Ladd property to provide ongoing assistance to the County's legal counsel as required. Such assistance includes but is not limited to communication with legal counsel and property owners, research, retrieval of documentation and additional relevant information.

**Attachment A of the original contract, as previously amended (Exhibit 1), is hereby further amended to add the following services at the end of Attachment A:**

ADDITIONAL ACQUISITION SERVICES – PARCEL(S) OF AGREDANO 021-280-008 & 021-280-009

Additional acquisition services are required for the parcels identified as Assessor's Parcel Nos. 021-280-008 and 021-280-009, owned by Agredano.

Contractor will provide the following additional services, consistent with the level of service described under the heading "NEGOTIATIONS/ACQUISITIONS" set forth in Attachment A to the original contract, as previously amended (Exhibit 1)"

- Acquisition Services. CONTRACTOR's staff will provide additional acquisition services for the Agredano properties, APN's: 021-280-008 and 021-280-009, to provide ongoing assistance to the County's legal counsel as required. Such assistance includes but is not limited to communication with legal counsel and property owners, research, retrieval of documentation and additional relevant information.

ADDITIONAL APPRAISAL SERVICES – PARCEL(S) OF BIANCHI FAMILY LTD PARTNERSHIP 020-280-053-0

Additional appraisal services are required for the parcels identified as Assessor's Parcel No. 021-280-053-0, owned by the Bianchi Family LTD Partnership.

Contractor will provide the following additional services, consistent with the level of service described under the heading "APPRAISAL SERVICES" set forth in Attachment A to the original contract, as previously amended (Exhibit 1)"

- Appraisal Services. CONTRACTOR will prepare an updated appraisal report for the Bianchi Family LTD Partnership property, APN: 020-280-053-0, including re-examination of larger parcel and additional analysis of complex valuation issues.
- Appraisal Review Services. CONTRACTOR will review the independent appraisal report for APN: 020-280-053-0 provided by the owner and provide input for the formal response to the Grantor's legal representative, and will provide feedback on any questions relating to valuation from County or County's legal counsel regarding CONTRACTOR'S updated

appraisal or CONTRACTOR'S appraisal review of the property owner's appraisal.

A qualified independent review appraiser will perform an official review of CONTRACTOR'S appraisal for APN: 020-280-053-0. The review appraiser will review the report to ensure it contains all prescribed requirements. The review appraiser will communicate with the County to clarify potential issues and resolve problems. Upon satisfactory completion of the appraisal reports, a review certificate report will be prepared.

**PRE-LITIGATION SUPPORT SERVICES:**

CONTRACTOR will provide pre-litigation support for up to three (3) cases for the above referenced properties, provide general consultation responding to requests and coordination with legal counsel, provide legal counsel with copies of the acquisition files, all diary notes and correspondence, all offers presented to the property owners, and review and signing of appraiser declarations.

**All other provisions of Attachment A to the original contract, as previously amended (Exhibit 1), shall remain the same.**

- ☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**

**c. Payment Terms. (Check one.)**

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.  
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
☒ The payment terms are modified only as specified below:

**Modified or New Payment Terms:**

**Paragraph B-3 of Attachment B of the original contract, as previously amended (Exhibit 1), is hereby further amended to increase the compensation by an additional \$28,750.00 for services rendered pursuant to this amendment, as follows:**

Original Contract:	\$119,800.00
First Amendment:	\$26,500.00
Second Amendment:	\$16,500.00
<u>Third Amendment:</u>	<u>\$28,750.00</u>
<b>Total Not To Exceed:</b>	<b>\$191,550.00</b>

Accordingly, Paragraph B-3, as previously amended, is hereby further amended to read as follows:

### B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

☐ a total lump sum payment of \$ \_\_\_\_\_, or

☒ a total sum not to exceed \$191,550.00 \_\_\_\_\_,

comprising the original contract amount (\$119,800.00), Amendment #1 (\$26,500.00), Amendment #2 (\$16,500.00) and Amendment #3 (28,750.00)

for services rendered pursuant to the terms and conditions of the original contract, as previously amended (Exhibit 1), and pursuant to any special compensation terms specified in Attachment B to the original contract, as previously amended (Exhibit 1).

Paragraph B-4 (1) of Attachment B of the original contract, as previously amended (Exhibit 1), is hereby further amended to add the following to the budget set forth in Attachment B-1:

Additional Service	Detail	Budget
Appraisal Services	Updated appraisal for the Bianchi property APN: 020-280-053-0 and re-examination of larger parcel analysis and additional analysis as referenced above.	\$10,000
Appraisal Services	Updated appraisal via memorandum for the Ladd property as referenced above.	\$2,400
Appraisal Review	Review of independent appraisal for APN: 020-280-053-0 as referenced above.	\$4,000
Appraisal Review	Independent examination of CONTRACTOR'S prepared appraisal for APN: 020-280-053-0 by a qualified licensed appraiser.	\$3,300
Appraisal Review	If it is determined in the updated appraisal for the Ladd property the value has changed, an independent examination of the appraisal by a qualified licensed appraiser.	\$1,250
Acquisition Services	Additional acquisition services for the properties referenced above.	\$4,800
Pre-Litigation Support	Pre-litigation support required for up to three (3) cases for properties referenced above.	\$3,000
<b>Total</b>		<b>\$28,750</b>

**Paragraph B-4 (2) of Attachment B of the original contract, as previously amended (Exhibit 1), is hereby further amended to read as follows:**

- (2) In the event there is any unanticipated cost overrun on any particular task, then CONTRACTOR may request and the San Benito County Resource Management Agency (RMA) Director may grant authorization of the transfer of unused budget from an already completed task into the current task. The form of such request and authorization shall in writing.

**Paragraph B-4 (3) of Attachment B of the original contract, as previously amended (Exhibit 1), is hereby further amended to read as follows:**

- (3) In addition to the contract price set forth in paragraph B-3 above, the COUNTY will make additional payment to CONTRACTOR for work performed beyond the scope of services specified in Attachment A to the original contract, as previously amended (Exhibit 1), according to the fee schedule set forth in paragraph B-4(1) to the original contract, as previously amended, and as further amended by this Amendment #3. CONTRACTOR shall obtain the advanced written consent of the San Benito County Resource Management Agency (RMA) Director, and an amendment to this contract, prior to performing any additional work. The RMA Director may approve contract amendments authorizing additional payments, up to an additional contingency amount not to exceed ten percent (10%) of any individual task, for a total additional contingency amount not to exceed \$19,155. The total contract amount plus 10% additional contingency shall not exceed \$210,705. Any contract amendment beyond 10% of the total initial contract budget must be approved by the Board of Supervisors.

**All other provisions of Attachment B to the original contract, as previously amended (Exhibit 1) shall remain the same.**

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.  
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.  
☐ The basis specified in paragraph B-4.

## **B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

## **B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

☐ a total lump sum payment of \$ \_\_\_\_\_, or

☐ a total sum not to exceed \$ \_\_\_\_\_,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS:** (Check one.)

☐ There are no additional terms of compensation.

☐ The following specific terms of compensation shall apply: (Specify)

**d. Other Terms.** (Check one.)

☒ There are no other terms of the original contract that are modified.

☐ Other terms of the original contract are modified only as specified below:

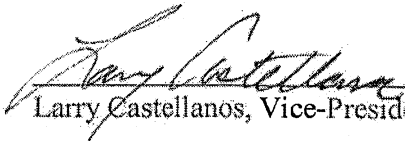
**Other Modified or New Terms:**

(Insert other modified or new terms.)

## **3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

  
Larry Castellanos, Vice-President

6/1/16  
Date

**COUNTY**

San Benito County Board of Supervisors

\_\_\_\_\_  
Robert Rivas, Chair

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

  
Shirley L. Murphy, Deputy County Counsel

June 1, 2016  
Date



**EXHIBIT 1**  
**TO AMENDMENT # 3**

**ORIGINAL**  
**CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## AMENDMENT TO CONTRACT

# 2

The County of San Benito ("COUNTY") and Associated Right of Way Services, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated November 5, 2013.

#### b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 2, 2014

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.

#### b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

#### Modified or New Scope of Services:

Attachment A of the original contract, as previously amended (Exhibit 1), is further amended to revise the services under the heading "ADDITIONAL APPRAISAL AND ACQUISITION SERVICES - PARCEL OF CARL L. LADD (RECORDER'S BOOK 44, PAGE 422 OF DEEDS)", subheadings "Project Management Services" and "Acquisition Services", as follows:

Contractor will provide the following additional services, consistent with the level of service described under the heading "NEGOTIATIONS/ACQUISITIONS" set forth in Attachment A to the original contract (Exhibit 1):

- Project Management Services. In addition to the additional project management services described in Amendment #1 to this contract (Exhibit 1), CONTRACTOR will provide additional coordination of the property acquisition services regarding this parcel. CONTRACTOR will act as a liaison between the Title Company and the COUNTY in preparation of a Preliminary Title Report, will coordinate with the COUNTY and legal counsel for regular right of way matters and will assist with possible condemnation process as needed and as budget allows.
- Acquisition Services. In addition to the additional acquisition services described in Amendment #1 to this contract (Exhibit 1), CONTRACTOR will complete its due diligence by obtaining a Preliminary Title Report and identifying any heirs of the property owners of the subject parcel and/or any owners of additional property interests therein, after reviewing the Preliminary Title Report. Based on the results of such due diligence, CONTRACTOR will prepare offer documents for any newly identified owners and will conduct negotiations with any newly identified owners and their legal representatives. This task includes administrative support.

All other provisions of Attachment A, under the heading "ADDITIONAL APPRAISAL AND ACQUISITION SERVICES - PARCEL OF CARL L. LADD (RECORDER'S BOOK 44, PAGE 422 OF DEEDS)" not expressly modified above, shall remain the same.

Attachment A of the original contract (Exhibit 1), as previously amended, is further amended to add the following new services at the end of Attachment A:

ADDITIONAL ACQUISITION SERVICES - PARCEL OF BIANCHI FAMILY LTD PARTNERSHIP 020-280-053-0 (portion)

Additional acquisition services are required for the parcel identified as Assessor's Parcel No. 020-280-053-0 (portion), owned by the Bianchi Family LTD Partnership.

Contractor will provide the following additional services, consistent with the level of service described under the heading "NEGOTIATIONS/ACQUISITIONS" set forth in Attachment A to the original contract (Exhibit 1):

- Acquisition Services. CONTRACTOR'S Acquisition staff will review grantor's independent appraisal report, and grantor's engineering and feasibility studies regarding the feasibility of developing the remainder parcel, to determine if there are any impacts to the COUNTY'S offer presented to the grantor in June, 2015. Based on the results of such review, CONTRACTOR will adjust the COUNTY'S offer if/as necessary, and will negotiate with the grantor's legal representatives. This task includes administrative support.

All other provisions of Attachment A to the original contract, which are not expressly modified above, shall remain the same.

- ☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:  
(Insert new services.)

c. **Payment Terms. (Check one.)**

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.  
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

Paragraph B-3 of Attachment B of the original contract (Exhibit 1), as previously amended, is further amended to increase the compensation by an additional \$16,500.00 for services rendered pursuant to this amendment, as follows:

Original Contract	\$119,800.00
First Amendment:	\$26,500.00
<u>Second Amendment:</u>	<u>\$16,500.00</u>
Total Not To Exceed:	\$162,800.00

Accordingly, Paragraph B-3 is hereby amended to read as follows:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

☐ a total lump sum payment of \$\_\_\_\_\_, or

☒ a total sum not to exceed \$162,800.00

for services rendered pursuant to the terms and conditions of the original contract as previously amended (Exhibit 1) and this Amendment #2, and pursuant to any special compensation terms specified in paragraph B-4 to the original contract (Exhibit 1).

Paragraph B-4 (1) of Attachment B of the original contract (Exhibit 1), as previously amended, is further amended to add the following to the budget set forth in Attachment B-1:

- Additional Project Management Services: \$6,000.00
- Additional Acquisition Services: \$10,500.00

Paragraph B-4 (2) of Attachment B of the original contract (Exhibit 1) is amended to read as follows:

- (2) In the event there is any unanticipated cost overrun on any particular task, then CONTRACTOR may request and the San Benito County Resource Management Agency (RMA) Director may grant authorization of the transfer of unused budget from an already completed task into the current task. The form of such request and authorization shall be in writing.

Paragraph B-4 (3) of Attachment B of the original contract (Exhibit 1), as previously amended, is further amended to read as follows:

- (3) In addition to the contract price set forth in paragraph B-3 above, the COUNTY will make additional payment to CONTRACTOR for work performed beyond the scope of services specified in Attachment A to the original contract (Exhibit 1), as previously amended, according to the fee schedule set forth in paragraph B-4(1) to the original contract, as previously amended, and as further amended by this Amendment #2. CONTRACTOR shall obtain the advanced written consent of the San Benito County Resource Management Agency (RMA) Director, and an amendment to this contract, prior to performing any additional work. The RMA Director may approve contract amendments authorizing additional payments, up to an additional contingency amount not to exceed ten percent (10%) of any individual task, for a total additional contingency amount not to exceed \$16,280.00. The total contract amount plus 10% additional contingency shall not exceed \$179,080.00. Any contract amendment

beyond 10% of the total initial contract budget must be approved by the Board of Supervisors.

All other provisions of Attachment B to the original contract shall remain the same.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.  
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.  
☐ The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or  
☐ a total sum not to exceed \$ \_\_\_\_\_,  
for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

- ☐ There are no additional terms of compensation.  
☐ The following specific terms of compensation shall apply: (Specify)

**d. Other Terms. (Check one.)**

- ☒ There are no other terms of the original contract that are modified.  
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:  
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

  
Name/Title: Larry Castellanos, Vice-President

9/16/15  
Date

**COUNTY**

San Benito County Board of Supervisors

  
Margie Barrios, Chair

9/22/15  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

  
Shirley L. Murphy, Deputy County Counsel

Sept. 16, 2015  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 2**

**ORIGINAL  
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)



## AMENDMENT TO CONTRACT

# 1

The County of San Benito ("COUNTY") and Associated Right of Way Services, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated November 5, 2013.

#### b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows: \_\_\_\_\_

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.

#### b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

#### Modified or New Scope of Services:

Page 1 of Attachment A of the original contract (Exhibit 1) is modified to add the following new parcel to the table of parcels to be acquired for right of way purposes:

PARCEL OF CARL L. LADD (RECORDER'S BOOK 44, PAGE 422 OF DEEDS)

Attachment A of the original contract (Exhibit 1) is modified to add the following services at the end of Attachment A:

#### SURVEYING SERVICES

Contractor will provide the following surveying services by and through its subconsultant RJA, including but not limited to obtaining plotted property rights, calculated areas, plat maps and legal descriptions:

Ridgefield Storage Company 020-280-008 (portion): in response to the property owner's request that the County acquire a small portion of land located between the new right of way and a drainage easement, Contractor will provide surveying services to include preparing a plat map and legal description.

Bianchi Family LTD Partnership 020-280-053-0 (portion): Contractor will provide surveying services to include plotting and calculating the area of a newly identified roadway easement on the larger parcel, and preparing a plat map and legal description for the roadway easement.

Parcel of Carl L. Ladd: Contractor will provide surveying services as more fully described below.

#### ADDITIONAL APPRAISAL AND ACQUISITION SERVICES - PARCEL OF CARL L. LADD (RECORDER'S BOOK 44, PAGE 422 OF DEEDS)

Additional appraisal and acquisition services are required for a new parcel identified in the First American Title Chain of Title Guarantee Report: *Carl L. Ladd according to a document recorded August 30, 1910 as Book 44, Page 422 of Deeds.*

Contractor will provide the following additional services, consistent with the level of service described under the headings "PROJECT MANAGEMENT - GENERAL CONSULTATION", "APPRAISAL SERVICES", "APPRAISAL REVIEW" and "NEGOTIATIONS/ACQUISITIONS" set forth in Attachment A to the original contract (Exhibit 1):

- Project Management Services. Contractor will provide additional coordination of the appraisal review and property acquisition services. Contractor will coordinate with County and legal counsel. Contractor will act as a liaison between its subconsultant surveyor RJA, the Title Company and the County for regular right of way matters and will assist with possible condemnation process as needed and as budget allows.
- Appraisal Services. Contractor will prepare one updated appraisal report for the parcel(s) identified above, which will reflect the current fair market value.

- Appraisal Review. Contractor will obtain an independent examination of the updated appraisal report by a qualified, licensed appraiser.
- Acquisition Services. Contractor will conduct investigative research to identify the heirs/devisees to the property; the search will initially be confined to electronic documents and information. Non-digitized vital records (i.e. probate court records and recorded documents) will be utilized if further research is required. If the heirs to the property are identified, Contractor will prepare offer documents, present an offer and conduct negotiations with the owner(s). This task includes administrative support.
- Surveying Services. Contractor will provide surveying services by and through its subconsultant RJA, to include preparing plat maps and legal descriptions for additional property rights acquired.

All other provisions of Attachment A to the original contract shall remain the same.

[ ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:  
(Insert new services.)

c. **Payment Terms. (Check one.)**

- [ ] The payment terms in the original contract (Exhibit 1) are not modified.  
 [x] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
 [x] The payment terms are modified only as specified below:

Modified or New Payment Terms:

Paragraph B-3 of Attachment B of the original contract (Exhibit 1) is modified to read as follows:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- [ ] a total lump sum payment of \$ \_\_\_\_\_, or  
 [x] a total sum not to exceed \$146,300, comprising the original contract amount (\$119,800), and Amendment #1 (\$26,500),  
 for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this Amendment #1, and pursuant to any special compensation terms specified in Attachment B to the original contract (Exhibit 1).

Paragraph B-4(1) of Attachment B of the original contract (Exhibit 1) is modified to add the following to the budget set forth in Attachment B-1:

-- Project Management Services	\$5,000
-- Appraisal Services:	\$6,000
-- Appraisal Review:	\$1,500
-- Acquisition Services:	\$6,500
-- Survey Services	\$7,500

Paragraph B-4(3) of Attachment B of the original contract (Exhibit 1) is modified to read as follows:

(3) In addition to the contract price set forth in paragraph B-3 above, the County will make additional payment to Consultant for work performed beyond the scope of services specified in Attachment A to the original contract (Exhibit 1), according to the fee schedule set forth in paragraph B-4(1) to the original contract, as modified by this Amendment #1. Consultant shall obtain the advanced written consent of the San Benito County Public Works Director, and an amendment to this contract, prior to performing any additional work. The Public Works Director may approve contract amendments authorizing additional payments, up to an additional contingency amount not to exceed ten percent (10%) of any individual task, for a total additional contingency amount not to exceed \$14,630. The total contract amount plus 10% additional contingency shall not exceed \$160,930. Any contract amendment beyond 10% of the total initial contract budget must be approved by the Board of Supervisors.

All other provisions of Attachment B to the original contract shall remain the same.

[ ] The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- [ ] One month in arrears.
- [ ] Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- [ ] The basis specified in paragraph B-4.

## B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

## B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or  
☐ a total sum not to exceed \$ \_\_\_\_\_

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.  
☐ The following specific terms of compensation shall apply: (Specify)

d. Other Terms. (Check one.)

- ☒ There are no other terms of the original contract that are modified.  
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:  
(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

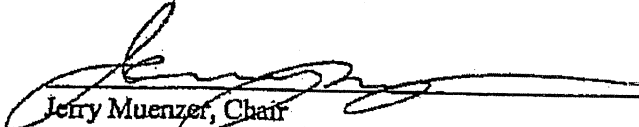
**CONTRACTOR**

  
Name/Title: Larry Castellanos, Vice-President

11/10/14  
Date

**COUNTY**

San Benito County Board of Supervisors

  
Jerry Muenzer, Chair

12/2/14  
Date

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

  
Shirley L. Murphy, Deputy County Counsel

Nov. 17, 2014  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 1**

**ORIGINAL**  
**CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Associated Right of Way Services Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on November 5, 2013 and end on June 30, 2016 unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following Insurance policy limits of coverage consistent with the further insurance requirements as specified.

(a)	Comprehensive general liability insurance:	<u>\$1,000,000</u>
(b)	Professional liability insurance:	<u>\$1,000,000</u>
(c)	Comprehensive motor vehicle liability insurance:	<u>\$250,000/\$500,000</u>

6. Termination.

The number of days of advance written notice required for termination of this contract is 30 days.

7. Specific Terms and Conditions (check one)

☐ There are no additional provisions to this contract

☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.



8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Sieve Wiltry  
Title: Public Works Administrator  
Address: 2301 Technology Parkway  
Hollister, California 95023  
Telephone No.: 831-636-4170  
Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Larry Castellanos, SRWA  
Title: Vice President  
Address: 2300 Contra Costa Blvd., Suite 525  
Pleasant Hill, CA 94523  
Telephone No.: (925) 691-8500  
Fax No.: (925) 691-8506

SIGNATURES

APPROVED BY COUNTY:



Name: Anthony Botelho

Chair, San Benito County Board of Supervisors

Date: Nov. 5, 2013

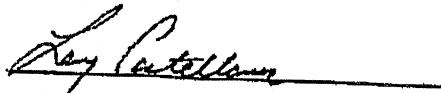
APPROVED AS TO LEGAL FORM:  
San Benito County Counsel's Office



Shirley L. Murphy, Deputy County Counsel

Date: Oct. 28, 2013

APPROVED BY CONTRACTOR:



Name: Larry Castellanos

Title: Vice President

Date: 10/28/13

## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall provide, for COUNTY's benefit, right of way project management, real estate appraisal and property acquisition services, and shall provide appraisal review services under a subcontract with a qualified review appraiser, for the Union Road Bridge project. All services shall comply with pertinent sections of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the Caltrans Right of Way Manual.

Scope of Work is based on the following assumptions:

- There are up to six (6) larger parcels with up to five (5) separate property owners. Parcels are identified on Attachment A and include the following:

Parcel No.	APN	Owner
1&2	021-280-008	Maria E. Agredano
3	021-280-009	
6&9	020-280-053	Bianchi Family LTD Partnership
7	020-280-012	Granite Rock Co.
8	020-280-008	Ridgefield Storage Co.
10&11	020-280-035	SBC Water District

- This is a Caltrans "off-system" federally funded project
- There are up to six (6) partial acquisition appraisal reports necessary
- Acquisitions are from up to five (5) separate owners
- Appraisal services are not necessary for parcels owned by the County of San Benito (parcel 4; APN 021-100-017) or Shaw (parcel 5; APN 020-280-038)
- Relocation Assistance will not be necessary for any project occupants
- The DBE goal is 4%

### PROJECT MANAGEMENT – GENERAL CONSULTATION

CONTRACTOR will provide the following right of way project management services:

- Establish a work process with the COUNTY and schedule, manage and coordinate all real estate functions.
- On-going consultation, attend meetings and perform recurring project management duties.
- Coordinate with COUNTY, appraisers, independent review appraiser, property acquisition agent, design engineer, surveyor and legal counsel.
- Assistance with analyzing various courses of action. Work with COUNTY to resolve problems and recommend solutions.
- Contract management, budget monitoring and control, and project reporting.
- Implementation and compliance with Uniform Act guidelines.
- Maintaining accurate records. Monitor work plan and work flow.

- Assist with the preparation of Caltrans Right of Way Certification for COUNTY review and approval.

#### APPRAISAL SERVICES

Appraisals are to be provided as one original with two copies addressed and delivered to COUNTY staff as directed. Property rights to be appraised include the areas identified on Attachment A for the Parcels indicated above. CONTRACTOR will provide the following appraisal services:

- CONTRACTOR will prepare a damages analysis solely for Parcel Nos. 3, 6&9, and 8 to determine whether those parcels may suffer any decrease in value due to the proposed acquisition and/or the construction of the project. CONTRACTOR will prepare a benefits study solely for Parcel Nos. 6&9, to determine if benefits may off-set some or all of the potential damages. This scope of work and budget does not include a damages analysis for any other properties that may suffer a decrease in value due to the proposed acquisition and/or the construction of the project, or a benefits study for any other properties where benefits may or may not off-set some or all of the potential damages to a property. Dedication requirements or other circumstances may also require additional sets of data, supplemental meetings, research, analysis and/or alternative conclusions that are not included in this scope of work or budget. CONTRACTOR may provide additional services pertaining to damages and/or benefits to properties, additional data, supplemental meetings, research, analysis and/or alternative conclusions, if requested by COUNTY and following an amendment of this contract.
- Appraisals to be prepared in accordance with California Eminent Domain Law, California Government Code Section 7260 et seq., Uniform Standards of Professional Appraisal Practice requirements, the Caltrans Right of Way Manual, and 49 CFR, Part 24 except as jurisdictionally exempt.
- The owner or a designated representative will be invited by the appraiser to accompany him/her during the inspection of the property.
- Appraisal reports are to be prepared in a Summary Appraisal Report format in accordance with Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2 (b).
- Appraisals are for the "Fair Market Value" of the property as per California Code of Civil Procedure, Section 1263.320.
- The appraiser will issue the necessary public acquisition informational brochure to all owners.
- The market value of the property taken will not include any increase or decrease in the value of the property that is attributable to any of the following:
  - The project for which the property is taken;
  - The eminent domain proceeding in which the property is taken;
  - Any preliminary actions of the acquiring authority relating to the taking of the property.
- Appraiser will not give consideration to, nor include in their appraisals, any allowance for relocation benefits of personal property.
- The appraiser will work directly with the Review Appraiser.
- The appraisal of real estate does not include business or goodwill analyses or conclusions. Any loss of goodwill valuations will be performed by others under direct contract with the COUNTY.
- In the event, updated values are required, CONTRACTOR may provide additional services pertaining to determining updated values, if requested by COUNTY and following an amendment of this contract.

- If revisions are made to the property requirements during the appraisal process or upon completion of the report, CONTRACTOR may provide additional appraisal services, if requested by COUNTY and following an amendment of this contract.
- This scope of work and budget does not include expert witness and/or litigation support services, including preparation for and appearances at depositions, court, arbitrations/mediations, hearings, and testimony. CONTRACTOR may provide expert witness and/or litigation support services, if requested by COUNTY and following an amendment of this contract.

COUNTY will provide the following:

- Adequate appraisal maps.
- Legal descriptions and plat maps.
- Design information and construction plans.
- Current title reports for each ownership.
- Legal opinions as necessary.
- Environmental reports.

#### APPRAISAL REVIEW

CONTRACTOR will subcontract with a qualified independent review appraiser to provide the following appraisal review services:

- Upon receiving appraisal reports, an office review of the reports using the various standards prescribed by the Federal and State Uniform Acts, Federal Highway Administration, Caltrans appraisal procedures, Uniform Standards of Professional Appraisal Practice (USPAP) and the California Eminent Domain codes will be completed.
- A checklist identifying the various requirements of the appraisal reports will be used to ensure that the reports contain all of the prescribed requirements.
- Review appraiser will prepare a summary of the appraisal process and provide comments regarding any omissions or problems with the reports, such as lack of reasonable support for the appraisal conclusions.
- Review appraiser will make initial call to the appraiser to inform the appraiser that the reports are being reviewed. Comments will be provided to the appraiser for discussion.
- Review appraiser will schedule a field review and, if needed, schedule a meeting with the appraiser.
- Review appraiser will communicate with the COUNTY to clarify potential issues, resolve problems and notify COUNTY of the progress.
- If required by the COUNTY, review comments will be provided to the COUNTY at the same time they are sent to the appraiser.
- Upon satisfactory completion of the appraisal reports, a review certificate report will be prepared.

#### NEGOTIATIONS/ACQUISITIONS

CONTRACTOR will provide the following property negotiation and acquisition services:

- Prepare acquisition documents. Said documents include, but are not limited to, offer letter, appraisal summary statement and summary of the basis for just compensation, summary statement pertaining to

the acquisition of real property or an interest therein, purchase agreement, deed, public acquisition brochure and goodwill information sheet.

- CONTRACTOR will negotiate to acquire the property rights for the up to six (6) Parcel Nos. identified above. Negotiations are included for up to five (5) property owners and no lessees.
- It is unknown if any of the properties include tenants' interests that will need to be cleared. Acquisitions or clearance of tenants' interests are not included in this scope of work or budget. CONTRACTOR may provide services pertaining to acquisition or clearance of tenants' interests, if requested by COUNTY and following an amendment of this contract.
- COUNTY is to provide written approval of all acquisition documents. If agreement with all owners and other required interests cannot be reached, CONTRACTOR will advise the COUNTY that negotiations have reached an impasse. The COUNTY will then consider scheduling of an action in eminent domain including the required public necessity hearing. CONTRACTOR will provide condemnation support as needed and requested, budget allowing. CONTRACTOR will initiate and maintain individual acquisition files.
- If settlement with owners and other required interests is reached pursuant to a COUNTY approved appraisal or COUNTY approved administrative settlement, CONTRACTOR will prepare a Memorandum of Settlement for transmittal to the COUNTY. If an administrative settlement appears to be prudent, CONTRACTOR will prepare a settlement discussion memorandum reviewing the issues. This memorandum will require the COUNTY's written approval before implementation of any settlement agreement.
- CONTRACTOR will establish with the COUNTY a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by the title company and coordinated by the CONTRACTOR. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be by the COUNTY.
- All discussions for the acquisition of property or an interest therein will be directed to result in the payment of just compensation.
- CONTRACTOR will make every reasonable effort to acquire property on behalf of the COUNTY expeditiously through agreement with its owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated. COUNTY will provide ongoing feedback to CONTRACTOR as to authorization for settlements.

COUNTY will provide the following:

- Written approval of all acquisition documents in a timely manner.
- Direction as to administrative settlements, negotiating authority and condition of title acceptance.
- Any document formats to be used by CONTRACTOR on COUNTY's behalf.
- Selection of title company.
- Review and approval of title company prepared escrow instructions including acceptable condition of title.

END OF ATTACHMENT A.

**ATTACHMENT B**  
**Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☒ One month in arrears.  
☐ Upon the complete performance of the services specified in Attachment A.  
☐ The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or  
☒ a total sum not to exceed \$ 119,800

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

- ☐ There are no additional terms of compensation.  
☒ The following specific terms of compensation shall apply:

- (1) Compensation shall be based on the budget attached hereto and incorporated herein by reference as Attachment B-1. Appraisal reports shall be charged as a lump sum payment, as set forth in Attachment B-1. All other services will be billed on an hourly basis, according to Attachment B-1 and the following fee schedule. Fees include direct and indirect expenses and profit.

<u>Service</u>	<u>Hourly Rate</u>
Principal Consultant	\$200.00
Managing Consultant	\$185.00
Consultant I	\$150.00
Consultant II	\$130.00
Consultant III	\$115.00
Right of Way Technician	\$80.00
Administrative Support	\$65.00
Appraisal Services (Hourly)	\$200.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$275.00

- (2) In the event there is any unanticipated cost overrun on any particular task, then Consultant may request, and the San Benito County Public Works Administrator may grant authorization of the transfer of unused budget from an already completed task into the current task. The form of such request and authorization shall be in writing.
- (3) In addition to the contract price set forth in paragraph B-3 above, the County will make additional payment to Consultant for work performed beyond the scope of services specified in Attachment A, according to the fee schedule set forth in paragraph B-4(1). Consultant shall obtain the advanced written consent of the San Benito County Public Works Administrator, and an amendment to this contract, prior to performing any additional work. The Public Works Administrator may approve contract amendments authorizing additional payments, up to an additional contingency amount not to exceed ten percent (10%) of any individual task, for a total additional contingency amount not to exceed \$11,980. The total contract amount plus 10% additional contingency shall not exceed \$131,780. Any contract amendment beyond 10% of the total initial contract budget must be approved by the Board of Supervisors.

END OF ATTACHMENT B.

Associated Right of Way Services, INC.  
Budget Estimate

Project: Union Road Bridge  
City: County of San Benito

Estimated Percentages	
Estimated Parents	6
Estimated Property Owners	8
Full Acquisitions	4
Partial Acquisitions	0
Partial Fee Simple	yes
Permanent Easements (P/E)	yes
Temporary Easements (T/E)	yes
Estimated Relinquishers	0

	Cumulative Cost
Project Management	\$10,500.00
General Services	\$10,000.00
Appraisal Software	\$10,000.00
Cost Accounting	\$9,000.00
Insurance	\$4,000.00
Travel Expenses	\$1,000.00
Office Supplies	\$1,000.00
<b>Total Project Costs</b>	<b>\$46,500.00</b>

Activity	Frequency	Time		Per/Perk	Per/Perk	Perk	Cost
		Start	End				
Principal Conference	1	10:00 AM	11:00 AM	10:00 AM	11:00 AM		10:00 AM
Conference	1	11:00 AM	12:00 PM	11:00 AM	12:00 PM	24	11:00 AM
Conference	1	12:00 PM	1:00 PM	12:00 PM	1:00 PM	100	12:00 PM
Conference	1	1:00 PM	2:00 PM	1:00 PM	2:00 PM		1:00 PM

No	Nama	Jumlah		Jumlah	Jumlah
		Barang	Uang		
1	Roman	33.000.00	112	1	33.000.00
2	Roman	37.000.00	8	1	37.000.00
3	Roman	37.000.00	848	1	37.000.00
4	Roman	33.000.00	7	1	33.000.00
5	Roman	37.000.00	8	1	37.000.00
6	Roman	33.000.00	1084	1	33.000.00

Sub-Contracting Task No.	Category	Sub-Contracting Company	Unit	Quantity	Unit Price	Amount	Remarks	Contract No.
1. Construction of 1000 sq. ft. building								
2. Construction of 1000 sq. ft. building	Class	Class & Boyd		1000.00	100.00	100,000.00		
3. Construction of 1000 sq. ft. building								
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Grand Total (Sub-Contracting) Total								

Position		Grade	Salary	Step	Pay Period	Rate	Cost
Call Center	Principal Consultant	10	\$120.00				
	Marketing Consultant	9	\$115.00				
	Consultant	8	\$110.00				
	Consultant II	7	\$105.00				
	Consultant III	6	\$100.00				
	High Level Technician	5	\$95.00				
Administration	Principal Consultant	10	\$120.00				
	Marketing Consultant	9	\$115.00				
	Consultant	8	\$110.00				
	Consultant II	7	\$105.00				
	Consultant III	6	\$100.00				
	High Level Technician	5	\$95.00				
Production	Principal Consultant	10	\$120.00				
	Marketing Consultant	9	\$115.00				
	Consultant	8	\$110.00				
	Consultant II	7	\$105.00				
	Consultant III	6	\$100.00				
	High Level Technician	5	\$95.00				
Administrative Support	Principal Consultant	10	\$120.00				
	Marketing Consultant	9	\$115.00				
	Consultant	8	\$110.00				
	Consultant II	7	\$105.00				
	Consultant III	6	\$100.00				
	High Level Technician	5	\$95.00				



## ATTACHMENT C

### General Terms and Conditions

#### C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

#### C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

#### C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

#### C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

#### C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

#### C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

#### C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

#### C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### **C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### **C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### **C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

**ATTACHMENT D**  
**Specific Terms and Conditions**

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

**D-1. GENERAL INSURANCE REQUIREMENTS.** Paragraph C-2(b) of Attachment C to this contract is hereby modified to read as follows:

- (b) Each policy shall provide that COUNTY shall be given notice in writing at least 30 days in advance of any cancellation or nonrenewal of each policy. CONTRACTOR shall ensure that COUNTY shall be given notice in writing at least 30 days in advance of any change in each policy.

**D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS:** (check one)

☒ There are no additional specific terms and conditions.

☐ The following additional specific terms and conditions shall apply: (Specify)

**D-3. HARMONIZATION OF CONTRACT TERMS.** Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

**END OF ATTACHMENT D.**

(21)