

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and Golder Associates, 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 April 16, 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 June 30, 2015, to a new expiration date of June 30, 2016.

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:

(Insert modified or new services.)

The following is added to Attachment A to the original contract (Exhibit 1), Task 1 – Groundwater and Surface Water Sampling/Inspection:

For the period of July 1, 2015 through June 30, 2016, samples will be collected from the Class I Area Detection Monitoring Program wells (E-2, E-3, E-9, and E-17) during the second quarter 2016 sampling event and analyzed for

constituents listed as 5Y on Table 1. Samples will be collected from the five groundwater extractions wells during the third and fourth quarters of 2015 (September and December), and the first and second quarters of 2016 (March and June) sampling events for analysis of volatile organic compounds. CONTRACTOR shall inspect the Class I site semiannually in accordance with the Post-Closure Inspection protocol listed in Post-Closure Permit EPA ID # CAD 990-665-432.

The following is added to Attachment A to the original contract (Exhibit 1), Task 3 – Reporting:

For the period of July 1, 2015 through June 30, 2016, CONTRACTOR shall prepare required Monitoring reports. CONTRACTOR shall prepare two semiannual reports for the Class I results. One semiannual report will cover the third and fourth quarters of 2015 and include the annual summary for the Class I site. The other semiannual report will cover the first and second quarters of 2016. Four paper copies and eight electronic copies in pdf format on a CD Rom of each semiannual report will be provided to the County. CONTRACTOR shall obtain analytical data from the laboratory in electronic data format (EDF) and upload the data and groundwater monitoring reports to the State GeoTracker database system.

The following is added to Attachment A to the original contract (Exhibit 1), Task 4 – Statistical Analysis:

For the period of July 1, 2015 through June 30, 2016, CONTRACTOR shall statistically evaluate the water quality results obtained from each sampling event for measurably significant changes that may indicate a release from the Class I site. Samples from the Class I detection monitoring programs will be evaluated by interwell techniques (i.e., downgradient results will be compared to upgradient “background” results) or intrawell techniques (i.e., current results will be compared to historical “background” results) as directed by the Waste Discharge Requirements Permit.

Except at expressly modified in this amendment, all other terms set forth in Attachment A in Exhibit 1 remain in full force and effect. However, this amendment is intended to extend only those services pertaining to the Class I site into Fiscal Year 2015-2016.

- ☐ 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:

(Insert modified or new payment terms.)

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add additional compensation in the amount not to exceed \$20,000.00 for the additional services to be provided during Fiscal Year 2015-2016 under this Amendment #1. Paragraph B-3, as modified, shall 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 \$164,635.00_____

comprised of the following:

- original contract: \$144,635.00
- 1st Amendment: \$20,000.00

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.

Attachment B-1 to the original contract (Exhibit 1) is hereby replaced with a revised Attachment B-1, attached hereto and incorporated herein by reference. The revised rates set forth in revised Attachment B-1 shall apply during the term of this Amendment #1, according to the provisions of paragraph B-4 to the original contract (Exhibit 1).

Except at expressly modified in this amendment, all other payment terms set forth in Attachment B in Exhibit 1 remain in full force and effect.

- ☐ 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.)

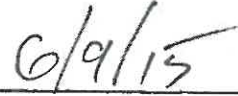
3. Other Terms.

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

CONTRACTOR



William L. Fowler, P.G., C.E.G.
Associate/Senior Consultant



Date

COUNTY

San Benito County Board of Supervisors



Margie Barrios, Chair



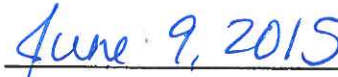
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Shirley L. Murphy, Deputy County Counsel



Date

AMENDMENT #1
REVISED ATTACHMENT B-1



GOLDER ASSOCIATES INC.
SUNNYVALE, CALIFORNIA
PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2015

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

Billing Level	Personnel Category	Hourly Rate (U.S.\$)
B1	Admin Support	\$70
B2	Staff Admin Support	\$76
B3	Senior Admin Support	\$86
B4	Senior Project Coordinator	\$96
T1	Technician	\$76
T2	Staff Technician	\$92
T3	Senior Technician	\$102
T4	Senior Project Technician	\$112
D1	Draftsperson	\$88
D2	Staff Draftsperson	\$98
D3	Senior Draftsperson	\$112
C1	Engineer/Scientist	\$108
C2	Staff Engineer/Scientist	\$118
C3	Project Engineer/Scientist	\$138
C4	Senior Project Engineer/Scientist	\$164
C5	Senior Engineer/Scientist	\$186
C6	Senior Consultant	\$220
C7	Practice/Program Leader	\$240
C8	Sr.Practice/Program Leader	\$260

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a minimum of 7% of the total labor fees. This Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

SERVICE	RATE
CAD/GIS Computers	\$20/hour
Color Photocopies	\$0.20/page
Color Plotter (D&E size)	\$5/plot

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.

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 Golder Associates, 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 July 1, 2013, and end on June 30, 2015, 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 specified in Attachment C.

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

6. Termination.

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

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.
- ☐ 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 E. Attachment E 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: Mandy Rose

Title: Director, Integrated Waste Mgmt

Address: 3220 Southside Road

Hollister, CA 95023

Telephone No.: (831) 636-4110

Fax No.: (831) 630-5164

Contract Administrator for CONTRACTOR:

Name: Thomas L. Vercoutere

Title: Senior Consultant

Address: 425 Lakeside Drive

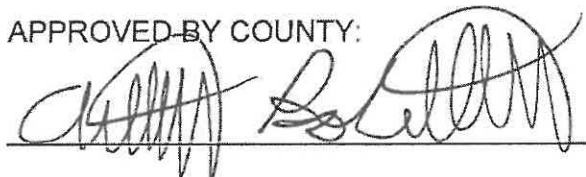
Sunnyvale, CA 94085

Telephone No.: (408) 220-9249

Fax No.: (408) 220-9224

SIGNATURES

APPROVED BY COUNTY:

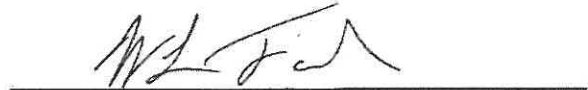


Name: Anthony Botelho _____

Chair, San Benito County Board of Supervisors

Date: 4/16/13

APPROVED BY CONTRACTOR:



Name: William L. Fowler, P.G., C.E.G. _____

Title: Associate/Senior Consultant _____

Date: 3/26/13

Tax I.D. or Social Security No.:

58-1401091

Date: 3/26/13

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: Shirley L. Murphy, Deputy County Counsel

Date: April 8, 2013

ATTACHMENT A

SCOPE OF SERVICES

THE PURPOSE OF THIS CONTRACT IS TO PERFORM CONSULTING SERVICES FOR WATER QUALITY MONITORING AND REPORTING FOR JOHN SMITH ROAD LANDFILL CLASS I AND CLASS III SITES IN ACCORDANCE WITH REGIONAL WATER QUALITY CONTROL BOARD WASTE DISCHARGE REQUIREMENTS PERMIT # 2010-0021 AND DEPARTMENT OF TOXIC SUBSTANCES CONTROL POST-CLOSURE PERMIT EPA ID # CAD 990-665-432

THIS CONTRACT COVERS THE MONITORING YEARS OF July 1, 2013 - June 30, 2014 and July 1, 2014 - June 30, 2015.

Task 1 - Groundwater and Surface Water Sampling/Inspection

CONTRACTOR will coordinate and collect semiannual water level measurements and semiannual or annual groundwater samples. Quality control samples will be collected each event and CONTRACTOR will coordinate with the analytical laboratory for bottle delivery and sample pickup. The parameter list and sampling schedule is shown on the attached Table 1.

Routine samples will be collected from the Class III Area Detection Monitoring Program wells (WA-11, WA-15, CP-25, E-15, E-16 [when E-15 is dry], and E-2), Class III Area Corrective Action Monitoring Program wells (W-4, W-5, WA-8, WA-9, WA-10, WA-12, WA-19, WA-20, CP-30, CP-31, G-32, G-33, and E-15) during the fourth quarter 2013 and 2014 (October-December) sampling events and the second quarter 2014 and 2015 (April-June) sampling events. The samples will be collected and analyzed for constituents listed as S on Table 1. The second quarter 2015 samples will also be collected and analyzed for constituents listed as 5Y on Table 1.

Samples will be collected from the Class I Area Detection Monitoring Program wells (E-2, E-3, E-9, and E-17) during the second quarter 2015 sampling event and analyzed for constituents listed as 5Y on Table 1.

Samples will be collected from the five groundwater extractions wells during the third and fourth quarters of 2013 and 2014 (September and December), and first and second quarters of 2014 and 2015 (March and June) sampling events for analysis of volatile organic compounds.

CONTRACTOR shall inspect the Class I site semiannually in accordance with the Post-Closure Inspection protocol listed in Post-Closure Permit EPA ID # CAD 990-665-432.

Task 2 – Gas and Leachate Monitoring

CONTRACTOR shall perform quarterly soil-gas/landfill gas monitoring in the three single-level probes (GP-2, GP-3A, and GP-11T) and the seven multi-level probes (GP-2A, GP-6, GP-7, GP-9, and GP-10, GP-12, and GP-13) on the perimeter of the site. Each probe will be monitored for volatile organic compounds, methane, oxygen, and carbon dioxide using field instruments once each quarter. Contractor shall collect samples for laboratory analysis of volatile organic compounds once during the monitoring year if volatile organic compounds are

detected by field instruments.

Samples will be collected from the landfill gas collection system header and from the landfill gas condensate during the fourth quarters of 2013 and 2014 (October-December), and the second quarter of 2014 and 2015 (April-June) sampling events for analysis of volatile organic compounds.

Samples will be collected from the landfill leachate sump during the fourth quarters of 2013 and 2014 (October-December), and analyzed for volatile organic compounds.

Task 3 - Reporting

CONTRACTOR shall prepare required Monitoring reports. CONTRACTOR shall prepare two semiannual reports that combine the Class I and Class III results. One semiannual report will cover the third and fourth quarters of 2013 and 2014 and include the annual summary for each site. The other semiannual report will cover the first and second quarters of 2014 and 2015. Additionally, four quarterly letter reports that summarize the gas monitoring results will be prepared. The reports will contain a description of the sampling procedures, sampling locations, and tabular results of each quarter's field measurements. Four paper copies and eight electronic copies in PDF format on a CD ROM of each semiannual report will be provided to the County.

Contractor shall obtain analytical data from laboratory in electronic data format (EDF) and upload data and groundwater monitoring reports to State GeoTracker database system.

Task 4 - Statistical Analysis

CONTRACTOR shall statistically evaluate the water quality results obtained from each sampling event for measurably significant changes that may indicate a release from the landfill. Samples from the Class I and Class III detection monitoring programs will be evaluated by interwell techniques (i.e., downgradient results will be compared to upgradient "background" results) or intrawell techniques (i.e., current results will be compared to historical "background" results) as directed by the Waste Discharge Requirements Permit. Samples from the other Class III programs will be evaluated for measurably significant trends and compared to water quality standards and discharge limits.

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 \$ 144,635.00

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: (Specify)

The amounts payable shall be determined based upon the Schedule of Charges attached to this contract as Attachment B-1. Attachment B-1 is made part of this contract.

END OF ATTACHMENT B.

**GOLDER ASSOCIATES INC.
NORTHERN CALIFORNIA
PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2013**

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

<i>Billing Level</i>	<i>Personnel Category</i>	<i>Hourly Rate (U.S.\$)</i>
B1	Admin Support	\$70
B2	Staff Admin Support	\$75
B3	Senior Admin Support	\$85
B4	Project Coordinator	\$95
T1	Technician	\$75
T2	Staff Technician	\$90
T3	Senior Technician	\$100
T4	Senior Project Technician	\$110
D1	Draftsperson	\$85
D2	Staff Draftsperson	\$95
D3	Senior Draftsperson	\$110
C1	Engineer/Scientist	\$100
C2	Staff Engineer/Scientist	\$115
C3	Project Engineer/Scientist	\$135
C4	Senior Project Engineer/Scientist	\$155
C5	Senior Engineer/Scientist	\$180
C6	Senior Consultant	\$210
C7	Practice/Program Leader	\$235
C8	Senior Practice/Program Leader	\$260

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a minimum of 7% of the total labor fees. This Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

SERVICE	RATE
CAD/GIS Computers	\$20/hour
Color Photocopies	\$0.20/page
Color Plotter (D&E size)	\$5/plot

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.

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.

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, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, 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, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

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

Except as specifically identified and addressed in Attachment D, all provisions in this contract, including those in Attachments A-C, take precedence over the provisions in Attachment D.

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 negligent performance, errors and omissions 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-30. RIGHT OF ENTRY

COUNTY will provide for the right of entry for CONTRACTOR, its subcontractors, and all necessary equipment in order to complete the Services under the CONTRACT. If COUNTY does not own the site, COUNTY must obtain permission for CONTRACTOR to enter the site and perform the Services. While CONTRACTOR will take all reasonable precautions to minimize any damage to the property, it is understood by COUNTY that in the normal course of work some surface damage may occur, the restoration of which is not part of the CONTRACT.

C-31. SUBSURFACE RISKS

Special risks occur whenever engineering or geologic or related disciplines are applied to identify subsurface conditions. In the prosecution of the Services, CONTRACTOR will take reasonable precautions to avoid damage or injury to subsurface conditions including utilities.

C-32. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

All uncontaminated samples obtained pursuant to the CONTRACT remain the property and responsibility of COUNTY. These soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, CONTRACTOR will store samples for longer periods of time or transmit the samples to COUNTY for a mutually acceptable charge. All contaminated samples and materials (containing or potentially containing hazardous constituents), soil cuttings, contaminated water, and/or other environmental wastes obtained pursuant to the CONTRACT remain the property and responsibility of COUNTY and shall be returned to COUNTY for proper disposal. All laboratory and field equipment that cannot be cleansed, readily and adequately, of its hazardous contaminants shall become the property and responsibility of COUNTY. All such equipment shall be charged and turned over to COUNTY for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at COUNTY's direction and expense. It is understood and agreed that CONTRACTOR is not, and has no responsibility as,

a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site

C-33. CONTROL OF WORK AND JOB-SITE SAFETY

CONTRACTOR shall be responsible for its activities and that of its employees and subcontractors. CONTRACTOR will not direct, supervise or control the work of other COUNTY consultants and contractors or their subcontractors. CONTRACTOR shall have no responsibility for the acts or omissions of any other COUNTY contractor, subcontractor, supplier or other entities furnishing materials or performing any work at the project site.

Insofar as job site safety is concerned, CONTRACTOR is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve COUNTY or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONTRACTOR shall not advise on, issue directions regarding, or assume control over safety conditions and programs for the COUNTY including COUNTY employees, consultants and contractors. Neither the professional activities of CONTRACTOR, nor the presence of CONTRACTOR or its employees and subcontractors, shall be construed to imply that CONTRACTOR controls the operations of others or has any responsibility for job site safety.

C-33. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

COUNTY warrants it has furnished to CONTRACTOR all documents and information known to COUNTY that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site. COUNTY hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONTRACTOR.

COUNTY recognizes that hazardous materials or suspected hazardous materials may be discovered on the project site or on adjacent property to the site. COUNTY recognizes that it is COUNTY's responsibility, and not CONTRACTOR's, to inform the owner of any affected property not owned by COUNTY and other public agencies of such discovery. COUNTY agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which CONTRACTOR shall be fairly compensated.

C-34. CONFIDENTIALITY

CONTRACTOR shall endeavor to keep confidential all data and information which is marked confidential and furnished to CONTRACTOR by COUNTY under the CONTRACT. CONTRACTOR's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to CONTRACTOR, obtained from third parties without violating any confidentiality agreement, required to be produced by CONTRACTOR pursuant to any law, subpoena, or court order or required by CONTRACTOR in the defense of any claim. CONTRACTOR may use and publish the COUNTY's name and give a general description of the Services rendered by CONTRACTOR for the purpose of informing other CLIENTs and potential CLIENTs of CONTRACTOR's experience and qualifications.