

AMENDMENT TO CONTRACT

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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 13, 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: June 6, 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:

(Insert modified or new services.)

Attachment A (Scope of Services) to the original contract (Exhibit 1) is amended to add the following to Tasks 1, 3 and 4. Except as specifically modified herein, Tasks 1, 3 and 4 shall remain in full force and effect.

Task 1 – Groundwater and Surface Water Sampling/Inspection:

For the period of July 1, 2016 through June 30, 2017, samples will be collected from the Class 1 Area Detection Monitoring Program Wells

(E-2, E-3, E-9, and E-17) during the third quarter 2016 and the second quarter 2017 sampling events, and analyzed for volatile organic compounds, chlorophenoxy herbicides, quarternary ammonium herbicides, phenols, and any other permitting required test results. Samples will be collected from the five groundwater extraction wells during the third and fourth quarters of 2016 (September and December), and the first and second quarters of 2017 (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 #CAD990-665-432

Task 3 – Reporting:

For the period of July 1, 2016 through June 30, 2017, CONTRACTOR shall prepare required Monitoring Reports. CONTRACTOR shall prepare two semiannual reports for the Class 1 results. One semiannual report will cover the third and fourth quarters of 2016 and include the annual summary for the Class I site. The other semiannual report will cover the first and second quarters of 2017. 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 report to the State GeoTracker database system.

Task 4 – Statistical Analysis:

For the period of July 1, 2016 through June 30, 2017, 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) as directed by the Waste Discharge Requirements Permit.

Except as expressly modified in this amendment, all other terms set forth in Attachment A to the original contract, as previously amended (Exhibit 1) shall remain in full force and effect. However, this amendment is intended to extend only to those services pertaining to the Class I site into Fiscal Year 2016-2017.

- [] 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 of Attachment B to the original contract is amended to increase the compensation by an additional \$20,000.00 for services rendered pursuant to this amendment for a total contract value not to exceed \$184,635.00.

Paragraph B-3 of Attachment B 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 \$184,635.00,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and pursuant to any special compensation terms specified in Paragraph B-4, in the following amounts:

Original Contract: \$144,635.00

1st Amendment: \$20,000.00

2nd Amendment: \$20,000.00

Attachment B-1 to the original contract, as previously amended (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 #2, according to the provisions of Paragraph B-4 to the original contract, as previously amended (Exhibit 1).

Except as expressly modified in this amendment, all other payment terms set forth in Attachment B to the original contract, as previously amended (Exhibit 1) shall 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.)

Paragraph 8 of the original contract is hereby amended to change the County's designated Contract Administrator as follows:

Contract Administrator for COUNTY:

Name: Mike Hodges
Title: IWM Staff Analyst
Address: 2301 Technology Parkway
Hollister, CA 95023
Telephone: 831.636.4110 x2160
Fax: 831.636.4176
Email: MHodges@cosb.us

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.
Principal/Senior Consultant

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

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.)