

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and Lewis Engineering ("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 May 8, 2018.

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 December 30, 2019, to a new expiration date of June 30, 2020.

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:

The services in the original contract are supplemented by the services listed in the new Attachment A to this Amendment to Contract #1.

(Please see Attachment A to this Amendment to Contract #1.)

☐ 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 Payment Terms:

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

New Payment Terms:

(Please see Attachment B to this Amendment to Contract #1.)

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:

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.)

Attachment D to the original contract has been supplemented by the new Attachment D to this Amendment to Contract #1 to include updated calendar year.

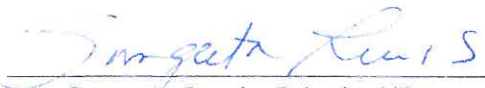
(Please see Attachment D to this Amendment to Contract #1.)

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:

Lewis Engineering


By: Sangeeta Lewis, Principal/Owner


Date

COUNTY:


San Benito County Board of Supervisors

By: Anthony Botelho, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office


By: G. Michael Ziman, Deputy County Counsel


Date

ATTACHMENT A
Scope of Services
(Amendment to Contract #1)

Upon approval of this contract, Contractor, for County's benefit shall provide the following services for the John Smith Road Landfill:

Contractor will prepare a Landfill Disposal Capacity Analysis and track the monthly airspace consumed for 2019-2020 operating year.

Project Understanding:

The County owns the John Smith Road Landfill (landfill). The landfill is operated by Waste Connections under a life of site contract with the County. As part of this contract, Waste Connections provides the County with an annual Fiscal Planning Model. The Fiscal Planning Model is based on an annual aerial survey (contracted by Waste Connections), gate receipts of refuse tonnage, landfill development plans as presented in the Joint Technical Document, and estimates of soil usage.

Scope of Work:

TASK 1 - AERIAL SURVEY AND TOPOGRAPHIC MAP

Contractor will contract with Sub-contractor to perform one annual and three quarterly aerial surveys and generate topographic mapping for use in the airspace analyses. Sub-contractor has performed past aerial survey work for the County and is familiar with the site.

Sub-contractor will provide aerial photography at 500 dpi scans. The topographic mapping will be provided at 1:100 scale with 2-ft contour intervals in AutoCad .dwg format.

Surveying to set the ground control and 5 to 6 panels for the aerial survey will be performed by Sub-contractor. The location of the survey panels to be set will be provided by Sub-contractor. Sub-contractor will set and survey permanent plywood aerial targets for the initial aerial survey. The permanent plywood targets can be re-used for the following surveys. Prior to the quarterly surveys, Sub-contractor will inventory the targets and clear or refresh them as needed, including re-painting the three targets on the pavement.

TASK 2 – LANDFILL DISPOSAL CAPACITY ANALYSIS

Contractor will prepare the annual Landfill Disposal Capacity Analysis using the aerial topographic mapping generated in Task 1. The airspace analysis will compare the 2018 and 2019 topographic maps and generate isopach maps depicting areas of cut and fill. Based on the County's input, active disposal areas of the site will be identified and the airspace consumed by refuse and daily cover between 2018 and 2019 will be calculated.

To prepare the disposal capacity analysis, various documents will be reviewed and used, as necessary:

- May 17, 2018 Aerial Survey and Topographic Map (TetraTech)
- March 12, 2017 Aerial Survey and Topographic Map (Cooper Aerial Surveys)
- Solid Waste Facility Permit No. 35-AA-0001, March 22, 2013 (CalRecycle)
- Joint Technical Document, JSRL including the Northern Expansion (most recent version)
- 2018 Fiscal Planning Model, JSRL (L&A)
- 2017 Fiscal Planning Model, JSRL (L&A)

Waste Connections and L&A will be contacted to obtain information on gate tons and the location of various materials and stockpiles.

The Disposal Capacity Analysis will include a summary table listing 2018 and 2019 results with a comment table explaining assumptions. The following figures will be generated:

- Figure 1 – 2018 Topographic Map
- Figure 2 – 2019 Topographic Map
- Figure 3 – Isopach Map – 2018 Topo vs 2019 Topo
- Figure 4 – Isopach Map – 2018 Topo vs 2019 Topo Outside Waste Boundary
- Figure 5 – Isopach Map Final Grading Plan vs Composite 2019 Topo Merged with Module 7/8 Base Grading Plan
- Figure 6 – Isopach Map Module 7/8 Base Grades vs 2019 Topo
- Figure 7 – Isopach Map – Module 1-6 Interim Fill Plan vs 2019 Topo
- Figure 8 – Details

The Reservation of Disposal Capacity table will be updated with the new information.

TASK 3 – Monthly and Quarterly Analyses

The remaining capacity will be completed monthly based on gate records of tonnage. To perform the calculation, the gate tons will be divided by an assumed refuse density to estimate the volume of airspace consumed. This monthly value will be subtracted from the remaining airspace estimate.

To increase precision, quarterly aerial surveys will be performed. Topographic mapping from the quarterly aerial surveys will be compared with prior quarter's topographic mapping to estimate the volume of airspace consumed between quarters. The consumed volume between quarters will be subtracted from the remaining airspace to update the remaining airspace volume.

END OF ATTACHMENT A.

ATTACHMENT B
Payment Schedule
(Amendment to Contract #1)

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 \$ \$63,455.00

to add additional compensation in an amount not to exceed \$46,435.00 to the Original Contract amount (\$17,020.00) for the continuation of services described in Attachment A (Scope of Services) to Amendment to Contract #1; and pursuant to the special compensation terms specified in the Attachment B to Amendment to Contract #1.

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

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

Compensation:

Expenses incurred by Contractor will be billed at cost plus 10%

Mileage rate for 2019 is \$0.58 per mile

[continued on following page]

| TASK DESCRIPTION | UNIT | UNIT COST | QUANTITY | TOTAL COST |
|--|------|-----------|---------------------|-----------------|
| TASK 1 -Aerial Survey and Topographic Map | | | | |
| <u>Labor</u> | | | | |
| Lewis | HR | \$200 | 10 | \$2,000 |
| | | | Total Labor | \$2,000 |
| <u>Expenses</u> | | | | |
| Postage/Shipping | EA | \$25.00 | 8 | \$200 |
| CAD | HR | \$120 | 8 | \$960 |
| TetraTech (aerial photos and topo map) | EA | \$3,500 | 4 | \$14,000 |
| RJA (set initial panels and survey control) | EA | \$2,800 | 1 | \$2,800 |
| RJA (inventory panels and repair/refresh) | LS | \$1,400 | 3 | \$4,200 |
| Panel Protection | EA | \$100.00 | 4 | \$400 |
| Reproduction | EA | \$50.00 | 2 | \$100 |
| | | | Total Expenses | \$22,660 |
| | | | TOTAL TASK 1 | \$24,660 |
| TASK 2 -Landfill Disposal Capacity Analysis | | | | |
| <u>Labor</u> | | | | |
| Lewis | HR | \$200 | 40 | \$8,000 |
| | | | Total Labor | \$8,000 |
| <u>Expenses</u> | | | | |
| Postage/Shipping | EA | \$25.00 | 2 | \$50 |
| CAD | HR | \$120 | 40 | \$4,800 |
| Reproduction | EA | \$50.00 | 2 | \$100 |
| | | | Total Expenses | \$4,950 |
| | | | TOTAL TASK 2 | \$12,950 |
| TASK 3 - Monthly and Quarterly Remaining Capacity | | | | |
| <u>Labor</u> | | | | |
| Lewis | HR | \$200 | 30 | \$6,000 |
| | | | Total Labor | \$6,000 |
| <u>Expenses</u> | | | | |
| Postage/Shipping | EA | \$25.00 | 5 | \$125 |
| CAD | HR | \$120 | 20 | \$2,400 |
| Reproduction | EA | \$50.00 | 6 | \$300 |
| | | | Total Expenses | \$2,825 |
| | | | TOTAL TASK 3 | \$8,825 |

TOTAL PROJECT \$46,435

END OF ATTACHMENT B.

ATTACHMENT D
Specific Terms and Conditions
(Amendment to Contract #1)

COUNTY will provide the following:

- Electronic AutoCAD compatible version of the most recent site plan including location of various cells
- Electronic AutoCAD compatible version of the most recent Landfill Development Plans including overall base and final grades
- Electronic AutoCAD compatible version of the most recent base and interim refuse fill plan for active landfill cell
- Input on locations of active refuse filling and other landfill operations including soil excavation, borrow, and stockpile
- Landfill tonnage records since Lewis Engineering's 2018 Disposal Capacity Report, including information on beneficial reuse and alternative daily cover, if applicable
- Monthly tonnage records following the 2019 aerial survey that will be performed by Lewis Engineering as part of this contract, including information on beneficial reuse and alternative daily cover, if applicable

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 Lewis Engineering ("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 May 8, 2018, and end on December 30, 2019, 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: \$1,000,000.00
- (b) Professional liability insurance: N/A
- (c) Comprehensive motor vehicle liability insurance: \$100,000.00/\$300,000.00

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:

Contract Administrator for CONTRACTOR:

Name: Kathleen Gallagher

Name: Sangeeta Lewis

Title: Acting IWM Program Manager

Title: Principal/Owner

Address: 2301 Technology Parkway

Address: 98 Ramona Ave.

Hollister, California 95023

Piedmont, CA 94611

Telephone No.: 831-636-4110

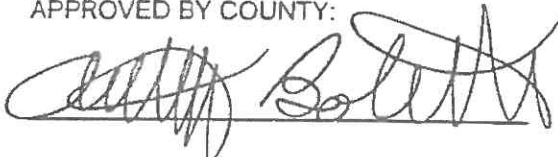
Telephone No.: 510-601-7223

Fax No.: 831-636-4176

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

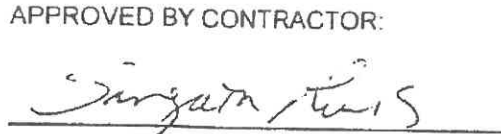


Name: Anthony Botelho

Chair, Board of Supervisors

Date: 5/8/18

APPROVED BY CONTRACTOR:




Name: SANGEETA LEWIS

Title: OWNER

Date: 4-25-18

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: Shirley L. Murphy Deputy County Counsel

Date: April 26, 2018

ATTACHMENT A Scope of Services

Upon approval of this contract, CONTRACTOR, for COUNTY's benefit, shall provide the following services regarding the aerial survey and preparation of topographic map, airspace analysis and fiscal analysis of the John Smith Road Landfill:

1. **AERIAL SURVEY AND TOPOGRAPHIC MAP:** CONTRACTOR will contract with TetraTech to perform the aerial survey and generate the topographic map. Topographic maps are generated from aerial photography of a site with the aircraft being flown at a constant altitude. The aerial photographs are used to generate a stereoscopic three-dimensional image that is converted into a topographic map with contour lines. Aerial survey panels are set and surveyed prior to the aerial flight to allow the aerial photography to be tied into established benchmarks. TetraTech has performed past aerial survey work for COUNTY and is familiar with the site. RJA Associates will survey to set 5 to 6 panels and generate ground control for the aerial survey. TetraTech will provide RJA the location of the survey panels to be set. TetraTech will provide aerial photography at 500 dpi scans. The topographic mapping will be provided at 1:100 scale with 2-ft contour intervals in AutoCad .dwg format.
2. **AIRSPACE ANALYSIS:** CONTRACTOR will perform an airspace consumed analysis based on the topographic map generated in Task 1. The airspace analysis will compare the 2017 and 2018 topographic maps and generate an isopach map depicting areas of cut and fill. Active disposal areas of the site will be identified and the airspace consumed by refuse and daily cover between 2017 and 2018 will be calculated.
3. **FISCAL ANALYSIS:** CONTRACTOR will perform fiscal analyses using an AutoCAD based method and will build on the work performed in Task 2. The isopach generated in Task 2 will be used to identify areas of cut and fill, based on Landfill operations input, to distinguish between areas of refuse filling and other landfill operations, such as soil borrow or stockpiling. In addition to the 2018 topographic map, CONTRACTOR will use electronic versions of the landfill development plans including the Final and Base Grading Plans, site plans and boundaries of cells and the landfill footprint, the 2017 topographic map, AutoCAD files from the Lawrence & Assoc Annual Fiscal Planning Models, if available, and the annual gate tonnage between the 2017 and 2018 survey dates, including data on materials that may be disposed or stockpiled that count towards beneficial re-use, if applicable. To allow ease in comparison for the COUNTY, the results of the fiscal analyses will be tabulated in a format similar to Lawrence & Assoc. and include items 1 to 43. Some established values, such as property boundary acreage and permitted landfill footprint, will be obtained from reported values and not recalculated. The calculations will focus on the items that change annually such as soil usage, remaining airspace, compaction ratios, density, and site life.

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 \$ \$17,020

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:

- A. The cost for completing the aerial survey and topographic map shall not exceed \$7,960.00.
 - a. Expenses include postage/shipping, CAD, TetraTech, and RJA services, miscellaneous, and reproduction costs (estimate \$6,790)
- B. The cost for airspace analysis shall not exceed \$2,910.00
 - a. Expenses include postage/shipping, CAD services, and reproduction (estimate \$1,350.00).
- C. The cost for fiscal analysis shall not exceed \$6,150
 - a. Expenses include postage/shipping, CAD services, and reproduction (estimate \$3,030.00).
- D. Total costs are \$17,020.00.
- E. CONTRACTOR will bill at the following hourly rates:
 - a. Sangeeta Lewis \$195.00 per hour
- F. Expenses include
 - a. mileage at the current State of California rate (currently \$0.545 per mile)
 - b. Postage/Shipping \$25.00 each

c. Incidentals will be billed at cost plus 10%

END OF ATTACHMENT B

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
Specific Terms and Conditions

COUNTY will provide the following:

- electronic AutoCAD compatible version of 2017 topographic map.
- electronic AutoCAD compatible version of site plan including location of various landfill cells
- electronic AutoCAD compatible version of Landfill Development Plans including overall base and final grading plans
- electronic AutoCAD compatible version of base and interim refuse fill plan for active landfill cell
- input on locations of active refuse filling and other landfill operations including soil excavation, borrow, and stockpile.
- Landfill tonnage records between 2017 and 2018 including information on beneficial reuse and alternative daily cover, if applicable.

END OF ATTACHMENT D.