



EARTH RESOURCES INC

December 17, 2018  
WO. 2295

Wm. S. Hart Union High School District  
21830 Centre Pointe Parkway  
Santa Clarita, CA 91350

Attn: Mr. Michael Otavka, Director of Facilities

**Subject: Fee Amendment No.1 for QSP Construction Monitoring Services  
Sierra Vista JHS Container Classroom Construction Project  
19425 W Stillmore Street, Canyon Country, CA 91351**

Dear Mr. Otavka,

Per our recent phone conversation, Earth Resources Inc. is requesting a FEE AMENDMENT NO.1 for additional funds for the ongoing QSP/QSD stormwater services for your Sierra Vista Container Classroom Project. There is a remaining budget amount in our existing contract for stormwater services of \$ 581.65

Due to construction delays, the project was not completed by December 2018. Project construction is now estimated to be completed in April 2019. Due to the construction delay and additional pre- and post-storm inspections, the following SWPPP-related work will be required to remain in compliance with the Construction General Permit WDID **No. 4 19C383059**


- Outstanding ERI Invoice No. 4511 (work already completed) .....\$ 1,304.72
- Change of Information, Revised R-factor, and Site-Specific LS analysis (work completed Dec 17, 2018).....\$ 1,250.00
- 2018-2019 Annual Stormwater Compliance Report.....\$ 1,500.00
- 18 Weekly Site SWPPP Inspections X 2 hrs X \$162.00 / hr .....\$ 5,832.00
- Prepare Notice of Termination with photos .....\$ 1,850.00
- Mileage expenses 18 trips X 4 miles X \$0.545 / mile.....\$ 39.24
- Amount remaining on original contact (credit)..... (-) \$ 581.65
- \$ 11,194.31**

Therefore, ERI respectfully requests a Fee Amendment to our stormwater monitoring contract in the amount of \$11,194.31.

Authorization is needed to proceed with the work. To proceed, please sign the enclosed Work Authorization and Agreement form, or provide a Hart District contract for our review, and return it to our office. We will then sign and return a copy for your records.

We appreciate the opportunity to be of continued assistance to you on this project. If you have any questions regarding this request for Fee Amendment No.1 or the work to be performed, please do not hesitate to contact us.

Very truly yours,  
EARTH RESOURCES, INC.



JOSEPH A. COTA  
Principal Geologist  
Qualified SWPPP Developer/ SWPPP Trainer of Record #00037  
Certified Engineering Geologist No. 1490

Encl: Work Authorization and Agreement Form

Cc: (1) addressee via email  
(1) Karen Bladen via email

**WORK AUTHORIZATION AND AGREEMENT  
FOR ENVIRONMENTAL SERVICES**

**PROJECT INFORMATION**

**Proposal No.** WO 2395

Identification of Services: QSP Monitoring Services During Construction FEE AMENDMENT No.1

Project Name: Sierra Vista JHS Container Classroom Project

Project Location 19425 W Stillmore Street, Canyon Country, CA 91351

Scope of Work: Please see attached Earth Resources, Inc. Proposal No. WO. 2395 Dated: Dec 17, 20168

Fee Estimate: Hourly estimate not to exceed \$11,194.31 without prior written authorization

Portion of Fee in advance of work: none

**CLIENT INFORMATION**

Client Name: William S. Hart Union High School District

Attention: Mr. Mike Otavka

Title Director of Facilities

Address: 21380 Centre Pointe Parkway, Santa Clarita, CA 91350

Phone: (661) 259-0033 ext. 274 FAX: (661) 287-1984 email: motavka@hartdistrict.org

O+wner: same

Invoices to be sent to: Client

**SPECIAL INSTRUCTIONS:**

Report Distribution: Client \_\_\_\_\_ Copy of Inspection Checklist to site, Upload Annual Report & NOTto SMARTS  
\_\_\_\_\_ copies. Other \_\_\_\_\_

Other Instructions \_\_\_\_\_

**PROPOSAL ACCEPTANCE:**

This proposal, including the Schedule of Fees on the reverse side of this page and the Terms and Conditions attached hereto, is

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature of Authorized Agent of Client

\_\_\_\_\_  
Accepted by Earth Resources, Inc.

\_\_\_\_\_  
Print or type name and title of authorized representative

\_\_\_\_\_  
Print or type name and title of authorized representative

## TERMS AND CONDITIONS

**SERVICES TO BE PROVIDED.** EARTH RESOURCES, INC. and/or its subsidiaries, affiliates, branches, or divisions, as an independent Consultant, agrees to provide Client for its sole benefit and exclusive use consulting services set forth in our Proposal.

**DEFINITIONS.** When used herein, the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "its" refer to Client.

**RIGHT OF ENTRY AND RIGHT TO PROCEED.** Client grants a right of entry to Consultant, its agents, staff, Consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for the continuation of its activities at the site.

**BILLING AND PAYMENT.** Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1½ percent per month or 18 percent per year and the cost of collection, including reasonable attorney's fees, if collected by law or through an attorney. If 1½ percent per month exceeds the maximum allowed by law, the charge will automatically be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Consultant, or any right of set-off provided by law. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice to such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

**DAMAGE AT SITE.** We will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to our attention in writing and correctly shown on the plans furnished by Client in connection with work performed under this Agreement. Client recognizes that the use of exploration and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect, alteration or damage.

**STANDARD OF CARE AND WARRANTY.** Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering geological and environmental principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED.

State and local rules and regulations are subject to changing interpretations. All reports will be written by ERI so as to meet the requirements of State or local governmental agencies; however, it is understood that governmental agency approval is discretionary, and accordingly, ERI cannot and does not guarantee approval of its reports by these agencies. All additional work subsequent to submittal of the initial report by ERI will be in addition to our estimate and will be billed hourly.

**PUBLIC LIABILITY.** Consultant maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance with limits of \$1,000,000.00. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above. In the event any third party brings suit or claim for damage against us alleging exposure from materials, elements or constituents at or from Client's facility before, during or after the services of this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, uninhabitability of the property or other property damage, then: Client agrees to defend us in any such suit or claim, will pay on our behalf any judgment resulting against us, including any interest thereon. Further, Client with our concurrence will select, hire and pay an attorney to defend any such suit or claim, will pay Court costs for which we may be liable in any such suit and will bear and pay litigation expenses Client incurs in providing a reasonable and professional defense which will be provided by Client according to prevailing local standards. Client will have the right to investigate, negotiate and settle with our concurrence, any such suit or claim, and we will cooperate in the defense of any such suit or claim.

**PROFESSIONAL LIABILITY.** Client agrees to limit our liability to Client or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or our total fee, whichever is greater. If Client prefers to have higher limits of professional liability coverage, we agree, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$2,000,000 at an additional cost to be quoted by Consultant prior to entering this agreement.

**SAMPLING AND TESTING LOCATION.** The fees included in our Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical locations of tests. If surveying is required, Client will pay cost of surveying. Field tests or boring locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations are approximations.

**SAMPLE HANDLING AND RETENTION.** Generally, test samples or specimens are consumed or substantially altered during the conduct of test and Consultant, at our sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of tests.

- A. **NON-HAZARDOUS SAMPLES.** At Client's written request, we will maintain preservable test samples and specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that it will not hold us responsible or liable for any loss of test specimens or samples retained in storage.
- B. **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES.** In the event that samples contain substances or constitutes hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations, or ordinances, we will, after completion of testing and at Client's expense, (i) return such samples to Client, or (ii) using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

**HAZARDOUS SUBSTANCES AND CONSTITUENTS.** Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide Consultant continuing information as it becomes available to the attention of Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility of the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Consultant from and against any and all claims and liabilities resulting from:

- (a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents or release of toxic waste or pollution from storm water runoff, groundwater migration, or any other cause of release.
- (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;
- (c) Changed conditions or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein;
- (d) Allegations that Consultant is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, state or local regulation or law.

**CONTAMINATED EQUIPMENT.** All laboratory and field equipment contaminated in performing our services and which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment that cannot reasonably be decontaminated.

**UNFORESEEN OCCURRENCES.** If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:

- (a) If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- (c) Terminate the services effective on the date specified by us in writing.

**CLAIMS.** In the event that Client makes claim against us for any alleged error, omission, or act arising out of the performance of our services, that cannot be mutually resolved without resort to litigation, and Client fails to prove such claim, then Client shall pay all costs incurred by us in defending ourselves against the claim, including, without limitation, our personnel-related costs, attorneys' fees, court costs and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts. Client agrees that for the purposes of this Agreement it has failed to prove its claim when the judgment in litigation is for a sum of money less than that sum offered by us to resolve the matter without litigation.

**DOCUMENTS.** Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by us as instruments of service pursuant to this Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we

deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Consultant.

**FIELD REPRESENTATIVE.** The presence of our field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

**SEVERABILITY.** In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

**SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

**INTEGRATION.** This Agreement and the documents attached hereto and which are incorporated herein constitutes the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

**GOVERNING LAW.** This Agreement shall be governed in all respects by the law of the State of California.