



**County of Solano
Standard Performance Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Customer named below:

Area West Environmental, Inc.
 CUSTOMER'S NAME

2. The Term of this Contract is:

1 Year

3. The maximum amount of this Contract is:

\$45,382

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

The parties have executed this Contract as of the 18 day of June, 2012.

CUSTOMER	COUNTY OF SOLANO		
<u>AREA WEST ENVIRONMENTAL, INC.</u> CONTRACTOR'S NAME	<u>Bob E</u> AUTHORIZED SIGNATURE		<u>6/11/12</u> DATED
<u>Becky Rozumowicz</u> SIGNATURE	<u>Director Resource Management</u> TITLE		675 Texas St, Suite 5500
<u>Becky Rozumowicz, PRESIDENT</u> PRINTED NAME AND TITLE	ADDRESS Fairfield, CA 95687		
<u>7006 ANICE STREET</u> ADDRESS	CITY	STATE	ZIP CODE
<u>ORANGEVALE</u> <u>CA</u> <u>95662</u> CITY STATE ZIP CODE	Approved as to Content: <u>[Signature]</u> DEPARTMENT HEAD OR DESIGNEE		<u>6/11/12</u> DATED
	Approved as to Form: <u>[Signature]</u> COUNTY COUNSEL		<u>6-11-12</u> DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

PROJECT BACKGROUND AND DESCRIPTION

The Suisun Valley Road Bridge project is located on Suisun Valley Road, approximately 4.7 miles northwest of Fairfield (See location map). The project consists of constructing a new two lane bridge on the same location as the existing bridge. Construction is anticipated to commence in June of 2012 and be completed by December 2012.

This Gibson Canyon Road Curve Improvement Project in Vacaville is located between Pamela Lane and Cantelow Road. This project consists of realigning the existing curve on a 0.28-mile portion of Gibson Canyon road (See location map). Construction is anticipated to commence in June of 2012 and be completed by August 2012.

CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING ALL THE REQUIREMENTS OF THE REQUEST FOR PROPOSAL (RFP) FOR THE SUISUN VALLEY ROAD BRIDGE AT SUISUN CREEK BRIDGE REPLACEMENT PROJECT AND GIBSON CANYON ROAD CURVE IMPROVEMENT PROJECT, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING DUTIES:

- ✓ Perform pre-construction surveys for federally endangered and special-status species
- ✓ Perform biological and cultural monitoring and reporting during construction
- ✓ Provide employee orientation for construction personnel
- ✓ Comply with permit and environmental requirements during ground clearing activities, pile drilling and pouring operations, and dewatering/excavation activities
- ✓ Prepare mitigation monitoring and reporting plans, reports, and permit compliance
- ✓ Consult with Solano County Department of Resource Management for coordination efforts with the California Department of Fish and Game, U.S. Fish and Wildlife Service, and other federal and state agencies in order to effectively implement all mitigation measures and comply with all environmental permits.

ENVIRONMENTAL SERVICES

The environmental requirements for the project permits include, but are not limited to:

I. Suisun Valley Road Bridge at Suisun Creek (Bridge Replacement Project)

- A. Provide Biologist to perform pre-construction surveys for:
 - 1. California red-legged frog.
 - 2. Migratory salmonids.
 - 3. Western pond turtle.
 - 4. Raptor, birds of prey, migratory and nesting birds.
 - Deliverables: A brief letter summary within 48 hours of each survey. AWE will complete a CNDDDB form and prepare a detailed map for observations of DFG-sensitive species. Inspect weekly for nesting swallows.
 - 5. Valley elderberry longhorn beetle and habitat.
 - Deliverables: Locate and install exclusion fencing to create 20-foot buffer.
- B. Provide Qualified Environmental Staff for additional duties which include:
 - 1. Provide employee orientation for construction personnel (up to 80 hrs +/-), including 50 hardhat stickers to identify trained personnel, and 50 training hand-outs that

Exhibit A

include important contact names and numbers for the County's representative and the project biologist.

2. Monitor ground clearing activities, fence installation pile drilling operations, and dewatering/excavation activities (up to 200 hrs +/-) from June 1 to November 30, 2012.
3. Prepare finding reports and mitigation plans and coordinate with the California Department of Fish and Game on the implementation of any required mitigation measures.

II. Gibson Canyon Road Curve Improvement Project:

A. Provide Biologist to perform pre-construction surveys for:

1. California red-legged frog
 - Deliverables: A brief letter summary within 48 hours of each survey. AWE will complete a CNDDDB form and prepare a detailed map for observations of DFG-sensitive species.
2. Raptor Nests, birds of prey and migratory birds.
 - Deliverables: A brief letter summary within 48 hours of each survey. AWE will complete a CNDDDB form and prepare a detailed map for observations of DFG-sensitive species.
3. American badger

B. Provide additional Qualified Environmental Staff for additional duties which include:

1. Provide employee orientation for construction personnel (up to 16 hrs for environmental training, and an additional 8 hrs for cultural resources orientation), including 50 hardhat stickers to identify trained personnel, and 50 training hand-outs that include important contact names and numbers for the County's representative and the project biologist.
2. Monitor ground disturbing activities, fence installation, road widening, and retaining wall and excavation construction activities (up to 80 hrs +/-) from June 1 to November 30, 2012.
3. Prepare finding reports and mitigation reports.

C Provide Qualified Archaeologist to perform cultural monitoring during construction:

1. Monitor ground disturbing activities (up to 60 hrs +/-), fence installation, road widening, and retaining wall and excavation activities.
2. Native American monitoring of ground disturbing activities (up to 40 hrs +/-).
3. Provide employee orientation for construction personnel (up to 8 hrs +/-).

III. On-call environmental consultant services for other Solano County Department of Resource Management Public Works Summer/Fall 2012 Construction Projects:

- A. Provide personnel for on-call environmental consultant services for other Public Works summer/fall 2012 construction projects.

SCOPE OF WORK: submitted by Area West Environmental, Inc., dated June 4, 2012.

Task 1. Suisun Valley Road at Suisun Creek Bridge Replacement Project

Task 1.1: Pre-Construction Surveys

AWE will provide a qualified biologist to perform pre-construction surveys for the Suisun Project site. Pre-construction surveys will be conducted for the following:

- California red-legged frog
- Migratory salmonids
- Western pond turtle
- Raptor, birds of prey, migratory, and nesting birds
- Valley elderberry longhorn beetle and habitat

It is assumed that all species surveys for the Suisun Project can be completed in one 12-hour day. AWE will document all plant and wildlife species observed during the field survey and will report any special-status species to the California Natural Diversity Database (CNDDDB), per DFG and USFWS guidelines.

Surveys for California Red-Legged Frog, Salmonids, and Western Pond Turtle

Within 48 hours prior to construction, an AWE qualified biologist will conduct a preconstruction clearance survey for CRLF, salmonids, and western pond turtle within and adjacent to the Suisun Project site. In addition, the Suisun Project site will be surveyed for Foothill yellow-legged frog and northern pacific pond turtle, as indicated by the Suisun Project SAA. Any special-status species found at the Suisun Project site will be allowed to passively move out of the work area or will be captured and held by a qualified biologist for the minimum amount of time necessary to release them into suitable habitat outside the construction work area. If a special-status species is observed at the Suisun Project site, the biologist will contact the County and either wait for the County to contact DFG, USFWS, and/or National Marine Fisheries Service (NMFS) within two hours to determine if additional protection measures should be incorporated into the Suisun Project or will, at the County's request, contact these agencies. If salmonids or CRLF are found, work will not start until NMFS or USFWS, respectively, have been contacted and have given their approval for work to continue. Within 48 hours following each survey, AWE will provide a brief letter report summarizing the results of the survey and, upon receiving approval from the County, AWE will forward the report to DFG (via fax) and any other applicable agency prior to the start of construction activities. As applicable, AWE will complete a CNDDDB form and prepare a detailed map for observations of DFG-sensitive species on the Suisun Project site.

Raptor, Birds of Prey, and Migratory and Nesting Bird Surveys

An AWE qualified biologist will conduct a one-day raptor, birds of prey, and migratory and nesting bird survey will be conducted within 15 days prior to the beginning of Suisun Project-related activities to determine whether any active migratory bird or raptor nests are present in or adjacent to the Suisun Project site. In accordance with the SAA for the Suisun Project, the biologist will survey within 200 feet of the construction zone for active migratory bird and raptor nests, and up to 0.25 mile from the Suisun Project site to look for occupied Swainson's hawk nests. If an active migratory bird or raptor nest is found within the survey area, AWE will contact the County and, if authorized by the County, will contact the DFG and/or USFWS to determine the need for a no-disturbance buffer or the need to monitor the nest. If there is a lapse in Suisun Project-related work of 15 days or more, an additional survey may be required. Should nest monitoring or an additional nesting survey be required, these tasks can be accomplished as a separate cost on a time and materials basis. Within 48 hours following each survey, AWE will

provide a brief letter report summarizing the results of the survey and upon receiving approval from the County AWE will forward the report to DFG (via fax) and any other applicable agency prior to the start of construction activities. AWE will document all plant and wildlife species observed during the field survey and will report any special-status species to the CNDDDB, per DFG and USFWS guidelines. In addition, the bridge will be inspected weekly for nesting swallows. Based on a site visit conducted on May 9, 2012, the bridge was found to be netted to exclude birds and bats. No birds or bats appear to have entered into the exclusion netting. If construction begins and netting is removed, AWE can conduct weekly nest deterrence (i.e. remove nest starts) so that construction can continue and nesting does not occur. If nesting occurs adjacent to the bridge, AWE can monitor these nest sites throughout the Suisun Project duration to ensure that they are not being affected by Suisun Project activities. The cost for nest monitoring would be submitted in a separate cost proposal on a time and materials basis.

Surveys for Valley Elderberry Longhorn Beetle and Habitat

According to the Suisun Project BO, six elderberry shrubs that were potential habitat for the valley elderberry longhorn beetle were identified within the Suisun Project area. Five of these shrubs were mitigated for both on-site and off-site and one elderberry shrub remains within the Suisun Project area. During the one-day preconstruction survey, this remaining shrub will be identified and exclusion fencing will be installed in order to provide a 20-foot buffer from the drip line of the existing shrub so that it will be unaffected by Suisun Project activities.

Pre-construction Bat Survey

In addition to the above-mentioned surveys, the SAA for the Suisun Project requires a preconstruction bat survey. If requested by the County, AWE will conduct a bat survey in conjunction with the above-mentioned pre-construction surveys. If bats are found or evidence of use by bats is present, AWE will coordinate with DFG regarding measures to avoid or minimize disturbance of the bats. As mentioned above, bat surveys are not anticipated because exclusion netting has already been installed.

Task 1.2: Environmental Construction Personnel Orientation

AWE will conduct required employee orientation for construction personnel. The training will include a brief overview of sensitive environmental resources (i.e., special-status species, active bird or raptor nests, sensitive cultural areas) that are known to occur within or adjacent to the Suisun Project site and the importance of avoiding impacts to these resources. The training will include a brief discussion of the legal status, life history, and photographs of special-status species occurring in or near the Suisun Project area and vicinity; identify sensitive habitats to be avoided; and cover the restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on sensitive biological resources during Suisun Project construction. This information will also be provided to each crew member as a handout that can be kept on-site for reference. AWE will provide the County with up to 50 hardhat stickers that will identify trained personnel and 50 training hand-outs that include important contact names and numbers for the County's representative and project biologist. AWE will document the training by having all construction personnel sign-in upon completion of the training. Copies of the sign-in sheets will be provided to the County and to the regulatory agencies, as required, by Suisun Project permits. AWE will conduct one onsite environmental training session for construction personnel prior to the start of construction and one follow-up training for any new personnel. It is assumed that the time required to prepare the training hand-outs and complete employee orientation for construction personnel for the Suisun Project will be up to 40 hours. Environmental construction personnel orientation will be conducted on-site and on days that monitoring is also anticipated to occur, therefore, it is assumed that no additional travel is

required for this task.

Task 1.3: Biological Monitoring

In order to ensure that Suisun Project construction adheres to permit requirements, mitigation measures, and applicable regulations, AWE biologists will monitor ground clearing activities, fence installation, pile drilling operations, and dewatering/excavation activities from June 1 to November 30, 2012. The biological monitor will complete daily monitoring logs that include a summary of construction and monitoring activities and site photographs, which will be provided to the County on a weekly basis. If a special-status species is observed during construction monitoring, the biologist will contact DFG, USFWS, and/or NMFS to determine if additional protection measures should be incorporated into the Suisun Project. It is assumed that the time required to complete biological monitoring from June 1 to November 30, 2012 for the Suisun Project will be up to 200 hours. Taking into consideration the level of effort anticipated by the County, AWE assumes that this task will be completed in 19 10-hour work days, with 10 hours remaining to conduct as-needed project coordination with the County.

Task 1.4: Prepare Reports and Mitigation Plans

AWE understands that mitigation has been accomplished through both on-site and off-site measures, including through the purchase of mitigation bank credits. AWE will prepare required construction monitoring reports and consult with the Solano County Department of Natural Resources for coordination efforts with DFG, USFWS, and other federal and state agencies on the implementation of any modifications to required mitigation measures. As part of this task, AWE will compile a permit table that includes a summary of all permit conditions required prior to, during, and after construction. The permit table will designate the timing and responsible party for each required permit condition. This task also includes all letter reports summarizing survey results. It is assumed that the time required to prepare reports and mitigation plans for the Suisun Project will require up to 20 hours.

Task 2. Gibson Canyon Road Curve Improvement Project

Task 2.1: Pre-Construction Surveys

For the Gibson Canyon Project, AWE will provide a qualified biologist to perform preconstruction surveys for the Gibson Canyon Project site. Pre-construction surveys will be conducted for the following:

- California red-leg frog
- Raptor, birds of prey, migratory and nesting birds
- Valley elderberry longhorn beetle and habitat
- American badger

It is assumed that all species surveys can be completed in one 12-hour day. AWE will document all plant and wildlife species observed during the field survey and will report any special-status species to the CNDDB, per DFG and USFWS guidelines.

Survey for California Red-Legged Frog

An AWE qualified biologist will conduct a preconstruction clearance survey for CRLF and other special-status species immediately prior to any ground disturbance within and adjacent to the Gibson Canyon Project site. Any special-status species found at the Gibson Canyon Project site will be allowed to passively move out of the work area or will be captured and held by a qualified biologist for the minimum amount of time necessary to release them into suitable

habitat outside the construction work area. If a special-status species are observed at the Gibson Canyon Project site, the biologist will contact the County, and if authorized, contact DFG, USFWS, and/or NMFS to determine if additional protection measures should be incorporated into the Gibson Canyon Project. Within 48 hours following each survey, AWE will provide a brief letter report summarizing the results of the survey and upon receiving approval from the County AWE will forward the report to DFG (via fax) and any other applicable agency prior to the start of construction activities (including archaeological investigations). As applicable, AWE will complete a CNDDDB form and prepare a detailed map for observations of DFG-sensitive species on the Gibson Canyon Project site.

Raptor, Birds of Prey, and Migratory and Nesting Bird Surveys

An AWE qualified biologist will conduct a raptor, birds or prey, and migratory and nesting bird survey within 15 days prior to the beginning of Gibson Canyon Project-related activities to determine whether any active migratory bird or raptor nests are present in or adjacent to the Gibson Canyon Project site. The biologist will survey within 200 feet of the construction zone for active migratory bird and raptor nests, and up to 0.25 miles from the Gibson Canyon Project site to look for occupied Swainson's hawk nests. If an active migratory bird or raptor nest is found in the survey area, AWE will contact the DFG and/or USFWS to determine the need for a no-disturbance buffer or the need to monitor the nest. If there is a lapse in Gibson Canyon Project-related work of 15 days or more, an additional survey may be required. Should nest monitoring or an additional nesting survey be required, these tasks can be accomplished as a separate cost on a time and materials basis. Within 48 hours following each survey, AWE will provide a brief letter report summarizing the results of the survey and upon receiving approval from the City AWE will forward the report to DFG (via fax) and any other applicable agency prior to the start of construction activities (including archaeological investigations). AWE will document all plant and wildlife species observed during the field survey and will report any special-status species to the CNDDDB, per DFG and USFWS guidelines.

Surveys for Valley Elderberry Longhorn Beetle and Habitat

According to the BO for the Gibson Canyon Project, all elderberry shrubs with stems greater than 1.0 inch in diameter at ground level have been removed from the Gibson Canyon Project area and transplanted at another site. Therefore, preconstruction surveys for VELB and their associated habitat are not needed.

Task 2.2: Environmental and Cultural Construction Personnel Orientation

AWE will conduct required employee orientation for construction personnel. The training will include a brief overview of sensitive environmental resources (i.e., special-status species, active bird or raptor nests, sensitive cultural areas) that are known to occur within or adjacent to the Gibson Canyon Project site and the importance of avoiding impacts to these resources. The training will include a brief discussion of the legal status, life history, and photographs of special-status species occurring in or near the Gibson Canyon Project area and vicinity; identify sensitive habitats to be avoided; and cover the restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on sensitive biological and cultural resources during Gibson Canyon Project construction. This information will also be provided to each crew member as a handout that can be kept on-site for reference. AWE will provide the County with up to 50 hardhat stickers that will identify trained personnel and 50 training handouts that include important contact names and numbers for the County's representative and project biologist. AWE will document the training by having all construction personnel sign-in upon completion of the training. Copies of the sign-in sheets will be provided to County and to the regulatory agencies, as required, by Gibson Canyon Project permits. AWE will conduct one onsite environmental training session for construction personnel prior to the start of construction

and one follow-up training for any new personnel. It is assumed that the time required to prepare the training hand-outs and complete employee environmental orientation for construction personnel for the Gibson Canyon Project will be up to 28 hours. Environmental and cultural construction personnel orientation will be conducted on-site and on days that monitoring is also anticipated to occur, therefore it is assumed that no additional travel is required for this task.

Task 2.3: Biological Monitoring

In order to ensure Gibson Canyon Project construction adheres to permit requirements, mitigation measures, and applicable regulations, AWE biologists will monitor ground clearing activities, fence installation, road widening, and retaining wall and excavation activities from June 1 to November 30, 2012. The biological monitor will complete daily monitoring logs that include a summary of construction and monitoring activities and site photographs, which will be provided to the County on a weekly basis. If a special-status species is observed during construction monitoring, the biologist will contact DFG, USFWS, and/or NMFS to determine if additional protection measures should be incorporated into the Gibson Canyon Project. It is assumed that the time required to complete biological monitoring for the Gibson Canyon Project will be up to 60 hours from June 1 to November 30, 2012. AWE assumes that this task will be completed in five 10-hour work days, with 10 hours remaining to conduct as-needed project coordination with the County.

Task 2.4: Cultural Monitoring

An AWE or Far Western qualified archaeologist and a Native American monitor will perform cultural monitoring during construction. As indicated in the RFP, it is assumed that the time required to complete cultural/archaeological monitoring for the Gibson Canyon Project will be up to 60 hours. Native American monitoring of ground disturbing activities will require an additional 40 hours. Taking into consideration the level of effort anticipated by the County, AWE assumes that this task will be completed in ten 10-hour work days, with 8 hours remaining to conduct as-needed project coordination with the County.

Task 2.5: Prepare Reports and Mitigation Plans

AWE understands that mitigation has been accomplished through both on-site and off-site measures, including through the purchase of mitigation bank credits. AWE will prepare required construction monitoring reports and consult with the Solano County Department of Natural Resources for coordination efforts with DFG, USFWS, and other federal and state agencies on the implementation of any modifications to required mitigation measures. As part of this task, AWE will compile a permit table that includes a summary of all permit conditions required prior to, during, and after construction. The permit table will designate the timing and responsible party for each required permit condition. This task also includes all letter reports summarizing survey results. It is assumed that the time required to prepare reports and mitigation plans for the Gibson Canyon Project will be approximately 20 hours.

Task 3. On-Call Environmental Consultant Services

AWE will provide personnel for on-call environmental consultant services for other Solano County Department of Resource Management Public Works Summer/Fall 2012 Construction Projects. A rate sheet for consultant team for similar services is included in an enclosed sealed envelope with our cost estimate for all other tasks.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

Consultant: Area West Environmental, Inc.

Project I : Suisun Valley Road at Suisun Creek Bridge Replacement

DIRECT LABOR

Classification	Name	Hours		Rate*	Total
Project Manager	A. Dour-Smith	12	@	\$45.00	\$540.00
Mid-level Biologist	Becky Rozumowicz	18	@	\$57.69	\$1,038.42
Sr. Biologist	M. Tovar	46	@	\$40.87	\$1,880.02
Mid-level Biologist	C. Brinkman	80	@	\$13.00	\$1,040.00
Mid-level Biologist	T. Segebart	128	@	\$35.00	\$4,480.00
Staff Botanist	B. Helm	12	@	\$55.00	\$660.00
Environmental Technician	E. Serra	10	@	\$30.00	\$300.00
Clerical	J. Lund	8	@	\$25.00	\$200.00
		<u>314</u>			<u>\$10,138.44</u>

FRINGE BENEFITS

	Total
\$ 2,027.69	\$ 2,027.69

INDIRECT COSTS

Overhead	\$506.90
General and Administrative	\$7,401.06
	\$7,907.96

FEE (Profit)

\$2,007.00

Project I : Suisun Valley Road at Suisun Creek Bridge Replacement (Cont.)

OTHER COSTS

Travel Costs	\$1,585.00	
Equipment and Supplies (GPS)	\$300.00	
Other Direct Costs (Printing)	\$200.00	
		\$2,085.00

TOTAL COST PROJECT I **\$24,166.09**

Project II : Gibson Canyon Road Curve Improvement (HR3)

DIRECT LABOR

Classification	Name	Hours		Rate*	Total
Project Manager	A. Dour-Smith	6	@	\$45.00	\$270.00
Mid-level Biologist	Becky Rozumowicz	14	@	\$57.69	\$807.66
Sr. Biologist	M. Tovar	24	@	\$40.87	\$980.88
Mid-level Biologist	C. Brinkman	18	@	\$13.00	\$234.00
Mid-level Biologist	T. Segebart	56	@	\$35.00	\$1,960.00
Staff Botanist	M. Bailey	56	@	\$35.00	\$1,960.00
Environmental Technician	E. Serra	10	@	\$30.00	\$300.00
Clerical	J. Lund	8	@	\$25.00	\$200.00
Senior Archaeologist	K. Carpenter	8	@	\$55.00	\$440.00
Staff Archaeologist	A. Whitaker	30	@	\$35.00	\$1,050.00
Native American Cultural Monitor	N/A	40	@	\$ 22.00	\$880.00
		<u>270</u>			<u>\$9,082.54</u>

FRINGE BENEFITS

	Total
\$1,816.51	\$1,816.51

INDIRECT COSTS

Overhead	\$454.11	
General and Administrative	\$6,630.25	
		\$7,084.36

**Project II : Gibson Canyon Road
Curve Improvement (HR3) (Cont.)**

<u>FEE (Profit)</u>		\$1,798.00
 <u>OTHER COSTS</u>		
Travel Costs	\$934.50	
Equipment and Supplies (GPS)	\$300.00	
Other Direct Costs (Printing)	\$200.00	
		\$1,434.50
 TOTAL COST PROJECT II		 \$21,215.91
 TOTAL: PROJECTS I & II		 \$45,382.00

On-Call Environmental Consultant Services for Other Solano County Department of Resource Management Public Works
Summer/Fall 2012 Construction Projects

Upon submission of an invoice by AWE (Contractor), and upon approval of County's representative, County shall pay AWE (Contractor) monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice will specify services rendered, to whom, date of service and the accrued charges.

AWE, Inc. : Staff Rate/Cost Sheet

DIRECT LABOR

Classification	Name	Rate*
Project Manager	A. Dour-Smith	\$45.00
Mid-level Biologist	Becky Rozumowicz	\$57.69
Sr. Biologist	M. Tovar	\$40.87
Mid-level Biologist	C. Brinkman	\$13.00
Mid-level Biologist	T. Segebart	\$35.00
Entry-level Biologist	C. Salvera	\$30.00
Entry-level Biologist	A. Richardson	\$18.00
Entry-level Biologist	A. Miller	\$16.00
Staff Botanist	B. Helm	\$55.00
Staff Botanist	M. Bailey	\$35.00

Environmental Technician	E. Serra	\$30.00
Environmental Technician	Bob Rozumowicz	\$35.00
Clerical	J. Lund	\$25.00
Senior Archaeologist	K. Carpenter	\$55.00
Staff Archaeologist	A. Whitaker	\$35.00
Native American Cultural Monitor	N/A	\$ 22.00

FRINGE BENEFITS 20%

INDIRECT COSTS

Overhead 5%
General and Administrative 73%

FEE (Profit) 10%

OTHER COSTS

Travel Costs \$0.55 per mile
Equipment and Supplies (GPS) \$150.00 per day
Other Direct Costs (Printing) \$0.80 per page
Other At cost

NOTE: THE DEPARTMENT SHALL RETAIN A MINIMUM 20% FIXED FEE BASED ON THE TOTAL COST OF THE WORK UNTIL THE WORK HAS BEEN ACCEPTED BY ALL APPROVING AGENCIES

*According to AWE, Inc. policy, overtime rates for non-exempt staff will be billed according to the rates established by California state law (i.e., 1.5 times the pay rate for hours worked over 8 hours).

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract

and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- (1) General Liability: **\$5,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails

to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

14. CONFIDENTIALITY

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.
- D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

- A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of

this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County

County of Solano
Area West Environmental, Inc for
Suisun Valley Road Bridge Replacement and
Gibson Valley Road Curve Improvement Projects

Exhibit C
General Terms and Conditions

projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.