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October 10, 2017

Mr. David Hart
Building and Grounds Manager
Mt. Diablo Unified School District
1480 Gasoline Alley
Concord, CA 94520

SUBJECT: Proposal for 2017-2018 Environmental Compliance Assistance for the Maintenance and Operations Complex-1480 Gasoline Alley, Concord, California

Dear Mr. Hart:

Aptim Environmental & Infrastructure, Inc. (APTIM) is pleased to submit this proposal to provide on-going environmental compliance consultation and professional services field support to Mount Diablo Unified School District (MDUSD) for the Maintenance and Operations Facility (Facility) located at 1480 Gasoline Alley, Concord, Contra Costa County, California. This proposal addresses three compliance areas for the contract period September 1, 2017, through August 31, 2018. These three areas include: (1) the MDUSD Storm Water Pollution Prevention Program (SWPPP); (2) compliance with the requirements of the Central Contra Costa Sanitary District (CCCSD) Class III Industrial User Permit for the Facility; and (3) compliance with the requirements of the California Aboveground Petroleum Storage Act. APTIM's proposed scope of work and cost estimate for each of the three compliance areas are described below.

SCOPE OF WORK

STORM WATER PROGRAM

The State of California Industrial Storm Water General Permit Order 2014-0057-DWQ (NPDES No. CAS000001) (Industrial [General Permit](#)) regulates storm water discharges associated with ten broad categories associated with industrial activities, one of which is transportation maintenance activities, such as that operated by MDUSD at the Facility. All facilities operating under the Industrial General Permit must prepare and maintain a current SWPPP, implement a storm water monitoring/sampling program, and file an Annual Report summarizing the sampling and monitoring activities of the previous year.

APTIM understands that MDUSD has implemented programs addressing the Industrial General Permit, and has plans and procedures in place. APTIM has supported these programs in previous years, and this proposal includes activities to continue this support during the 2017 – 2018 reporting year, with tasks include the following:

1. Update SWPPP

The Industrial General Permit requires the discharger update the facility SWPPP as necessary to address permit or facility changes. The SWPPP review carried out during the annual evaluation in May 2017 indicated minor changes are required to address clarifications to dischargers that the California State Water Resources Control Board (SWRCB) issued concerning SWPPP contents as well as revisions to tank nomenclature MDUSD made during 2017. In addition, MDUSD has informed APTIM that Mr. David Hart will be the Legally Responsible Person for the facility to replace Mr. Robert Greathouse. APTIM will prepare a revised SWPPP as well as a SWPPP amendment describing the revisions, and submit the draft SWPPP and amendment for MDUSD review. APTIM will address any MDUSD comments and upload the amendment and revised SWPPP to the SWRCB Storm Water Multiple Application and Report Tracking System (SMARTS), using the Change of Information (COI) process. MDUSD will be required to certify the SWPPP COI once it has been completed in SMARTS.

2. Inspections, Sample Collection, and Analysis

APTIM will provide Industrial General Permit storm water monitoring (inspections and sampling and subcontracting analytical services) during the 2017 – 2018 reporting year, defined in the Industrial General Permit as July 1 to June 30, as detailed below.

a. Monthly Visual Observations and Best Management Practice (BMP) Inspections

Monthly inspections will include observations of outdoor facility operations and any authorized or unauthorized non-storm water discharges (NSWD) as detailed in the SWPPP. Additionally, APTIM will complete monthly visual observations in order to:

- Document the presence of and identify the source of any pollutants and non-storm water flows; and
- Evaluate BMPs that might need maintenance or upgrade.

These observations will be documented on the Visual Observations Log – Monthly, as provided in MDUSD SWPPP, Appendix C.

Observations will be reported to the MDUSD Pollution Prevention Team Leader or designated individual, including BMP deficiencies, for which MDUSD would be responsible for implementing repairs or maintenance under the Industrial General Permit. APTIM will evaluate and document whether or not response actions have been completed during the subsequent monthly inspection. If identified deficiencies require revised or additional BMPs, APTIM will inform MDUSD in the observation report. If requested by MDUSD, APTIM can provide revised or new BMP designs; however, the cost for this particular scope is not considered as part of this proposal.

APTIM has completed the July and August 2017 inspections under the previous contract and will complete the July and August 2018 inspections under this contract.

b. Qualified Storm Event (QSEs)

An APTIM scientist or field technician will collect storm water samples at the Facility at the four discharge locations described in the SWPPP for four QSEs during the reporting year. A QSE is defined as any precipitation event that produces a discharge for at least one drainage area and is preceded by 48 hours with no discharge from any drainage area. Samples will be collected at designated sampling locations within four hours of either 1) the start of discharge; or 2) the start of facility operations if the QSE occurs within the previous 12 hour period.

Up to two QSE samples will be collected and analyzed from each of the four drainage areas within the first half of the reporting year (July 1, 2017 to December 31, 2017) and up to two QSE samples will be collected and analyzed from each of the four drainage areas within the second half of each reporting year (January 1, 2018 to June 30, 2018). This may require sampling during more than two events during each half of the reporting year, if runoff is insufficient during an event to collect samples from all four drainage areas.

APTIM will provide the necessary materials and equipment for sampling and will follow monitoring exceptions (exclusions such as unsafe conditions) and procedures as outlined in the SWPPP.

APTIM will also visually observe storm water discharges for the QSE events sampled as described above. Visual observations shall be employed to detect the presence or absence of floating and suspended materials, oil and grease, discolorations, turbidity, odors, and source(s) of any observed pollutants.

APTIM will document QSE sampling and observations on the Visual Observation Log – Sampling Events and Sampling Log, as provided in MDUSD SWPPP, Appendix C. In the event that QSE visual observations and sampling are not performed due to lack of QSEs during either monitoring period, APTIM will provide an explanation in the Annual Report.

APTIM will make every effort to limit trips to the Facility for sample collection to times when the storm water flow is sufficient for sample collection from all four drainage areas. However, because of the time constraints detailed in the Industrial General Permit for sample collection described above and unpredictable weather patterns, APTIM staff may mobilize for the collection of samples even though ultimately insufficient rainfall occurs, resulting in insufficient storm water flow for sampling all four locations. Additional trips may be required to collect all required samples. Additional charges will accrue for legitimate additional trips. Based on previous years' monitoring, it is assumed that one additional trip will be required to collect all samples (two per drainage area) for each monitoring period, and this contingency has been included in the cost estimate.

c. Laboratory Analysis

APTIM will subcontract with a California Environmental Laboratory Accreditation Program (ELAP)-certified analytical laboratory for analyses of samples collected from each of four drainage areas, during up to four QSE storm water events, for a total of 16 samples, as detailed in Section 1, Item b, above. APTIM will arrange for sample delivery to the laboratory and will act as laboratory liaison to ensure that the appropriate analytical methods are used, the detection limits are sufficiently low to compare to General Permit action levels, data are delivered in a timely manner, and the analytical report meets Facility needs.

Per the Industrial General Permit requirements, the following analyses will be performed for storm water samples collected by APTIM at the Facility:

- pH (field analysis)
- Total suspended solids (TSS) (SM 2540-D)
- Oil and Grease (EPA 1664A)
- Gasoline (TPH purgeable) (EPA 8015 Modified)
- Diesel (TPH-extractable) (EPA 8015 Modified)
- Diazinon (only if used at facility during preceding quarter) (Method to be determined in consultation with analytical laboratory)
- Pollutants likely to be present in discharges as determined during monitoring events may be added to the analyte testing list as necessary

Note: Diazinon analysis is not included in this cost estimate. If it is determined diazinon is a required constituent for analysis because of recent on-site use, APTIM will provide a cost estimate under a separate cover.

An APTIM scientist will review the laboratory data to ensure that it is complete per the analytical request and that it meets the requirements of the Industrial General Permit's detection limits. APTIM will tabulate the data on the SMARTS Ad Hoc electronic form and notify MDUSD when the report is ready for certification. The Ad Hoc electronic form must be certified by MDUSD and submitted via SMARTS within 30 days of analytical report receipt,

3. Annual Comprehensive Site Compliance Evaluation Event

The Industrial General Permit (Section XV) requires one Annual Comprehensive Site Compliance Evaluation (Annual Evaluation) for each reporting year, at least eight months and not more than 16 months after the previous Annual Evaluation.

APTIM will perform one yearly comprehensive Facility walkthrough in May or June 2018 (as indicated in the SWPPP) to prepare the comprehensive annual compliance report portion of the

Annual Report. The Facility walkthrough will include a visual inspection, which will be documented on a standard checklist that is based on the Industrial General Permit requirements for the Annual Evaluation. It will consist of, at a minimum, an inspection of:

- All areas of industrial activity and associated potential pollutant sources for evidence of (or potential for) pollutants entering the storm water conveyance system.
- All drainage areas previously identified as having no exposure to industrial activities and materials in accordance with Industrial General Permit Section XVII.
- Equipment needed to implement BMPs.
- All installed physical BMPs.

The evaluation will also include the following:

- A review of all sampling, visual observation, and inspection records for the 2016-2017 reporting year.
- A review and effectiveness assessment of all BMPs for each area of industrial activity and associated potential pollutant sources to determine if the BMPs are properly designed, implemented, and are effective in reducing and preventing pollutants in industrial storm water discharges and authorized NSWDS.
- A review of the most recent revision of the SWPPP to ensure it is up-to-date.

Based on the results of the Annual Evaluation, the SWPPP may be required to be revised and revisions implemented within 90 days of the Annual Evaluation. This 2018 SWPPP revision effort is excluded from this scope of work. Should a 2018 SWPPP revision be required, APTIM will prepare a proposal to update the SWPPP and complete revisions per Industrial General Permit requirements.

4. Annual and Interim Reporting

a. Interim Reporting

APTIM will provide a brief verbal or e-mail report for MDUSD after sampling or observations have been completed and summarizing issues found, if any.

b. 2017-2018 Annual Report

APTIM will compile the Annual Report for the Facility in the electronic format in SMARTS as required by the Industrial General Permit. APTIM will input information from the inspections and the Annual Evaluation for MDUSD and prepare a draft report from SMARTS for submittal to MDUSD for their review. After all comments by MDUSD are resolved, APTIM will submit the report for MDUSD to certify in SMARTS. The Annual Report will be certified and submitted in SMARTS no later than July 15, 2018.

INDUSTRIAL USER PERMIT

The Facility discharges wastewater to the CCCSD facilities, therefore CCCSD has issued an Industrial User Permit that contains specific process, inspection, sampling, and reporting requirements. APTIM understands that MDUSD has a program in place to meet the permit provisions, and APTIM has implemented the inspection, sampling, and reporting aspects of the program on behalf of MDUSD in previous years. This proposal includes a continuation of APTIM's the activities, including the following tasks:

1. Inspect the wash bay and collect a sample of the oil/sand interceptor effluent.

Per the Industrial User Permit, the wash bay and landscape oil/sand interceptors at the Facility must be inspected and sampled once every six months, in December and June.

The CCCSD permit requires that an effluent sample from the sample box downstream of the interceptor must be collected during one full workday at regular intervals over eight hours in December and June. A second oil/sand interceptor, installed near the landscape equipment staging area, and which has not been used in several years, must also be inspected every six months; in the case of the Facility, APTIM understands inspections will be performed in December and June of each year.

APTIM will inspect the wash bay and collect an effluent sample from the wash bay interceptor, as required, in December 2017 and again in June 2018. APTIM will submit the wash bay samples to an analytical laboratory, review the analytical results, and submit the data to the CCCSD on behalf of MDUSD for each of the two events. Samples will be analyzed for the parameters listed in MDUSD's 2017 Industrial User Permit.

2. Prepare the semi-annual Periodic Compliance Reports (PCRs).

The PCRs will be completed using the report form from CCCSD. The PCR will be completed and submitted by January 30, 2018, for the first report and by July 31, 2018, for the second report, as required by CCCSD.

The MDUSD Industrial Users Permit requires that the wash bay oil/sand interceptor be cleaned and maintained at least every 90 days, and any waste from the maintenance be disposed of in accordance with regulations. In addition, MDUSD also handles and disposes of hazardous waste. APTIM understands that MDUSD has contracted with other firms for these activities. Documentation of these activities for the preceding 6 months must be attached to each PCR, which includes cleaning manifests for the maintenance of the wash bay interceptor and waste manifests for any hazardous waste disposal for the past 6 months. If MDUSD requests that APTIM prepare a complete PCR for submittal to CCCSD, MDUSD will provide the documentation to APTIM in a timely manner so that APTIM can complete the PCR as required. Otherwise, MDUSD will provide a hard copy of the PCR report without the manifests and maintenance records, and MDUSD will complete the submittal.

The PCR also summarizes the semi-annual sampling associated with the wash bay, and must include the analytical reports. If the data are not received by the time the PCR is submitted, the report must note this with the date of sampling and be amended when the data are received. If this occurs, APTIM will prepare an amended report when the data for the sampling is received. If

the analysis of Oil and Grease exceeds 100 mg/L, additional analysis for the mineral fraction of the sample will be required.

SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN UPDATE

MDUSD meets the definition of a “Tank Facility” under 40 CFR 112.7 and the California Aboveground Petroleum Storage Act, and is therefore required to maintain an up-to-date SPCC Plan. The regulations require that the SPCC Plan be reviewed annually and revised at a minimum of every 5 years if no structural changes have occurred at the facility. MDUSD currently has an SPCC Plan which was prepared in August 2017. APTIM understands that two events are planned that will trigger SPCC Plan revisions: 1) a Manager is expected to be hired for the facility and will assume responsibilities under the SPCC Plan and 2) a tank for New Motor Oil will be installed to replace the current tank.

New Management

The SPCC Plan must be revised when new personnel with oil storage or oil spill control management responsibilities are assigned to a facility. This is an administrative change and plan revision does not require a Professional Engineer (P.E.) to certify the plan. APTIM will revise the text and the contact list to address the management change, submit a redline draft of the revised pages to MDUSD for review, address any comments, and submit final pages to MDUSD for insertion into the two copies of the plan maintained at the facility.

New Motor Oil Tank Installation

The SPCC Plan must be updated when new oil storage equipment, such as the planned New Motor Oil Tank, is installed at a facility and the update must be in place before the tank is operational. Updating the SPCC will include:

- One site visit by an APTIM California-registered P.E., or another designated APTIM employee, as an agent according to its definition under SPCC Regulation 40 CFR 112, who is not a licensed engineer but will serve as APTIM’s authorized representative onsite.
- A review of tank specifications and installation documentation.
- Preparation of the required SPCC plan revision.

Upon notice that the tank has been purchased and installation is scheduled, APTIM will review the documentation and initiate the plan update. Once the tank is installed, but before it is in use, APTIM’s P.E. or his or her designee will visit the site to inspect the tank. Once the P.E. is satisfied that the installation meets the SPCC Rule requirements, APTIM will finalize the SPCC Plan for engineering certification by the P.E., as required by 40 CFR 112. The SPCC Plan will be provided in a draft format for review by MDUSD prior to finalizing. Upon resolution of any MDUSD comments, APTIM will provide an electronic copy, the bound original, and one bound copy to MDUSD.

Our estimate assumes that MDUSD management will provide the information needed to complete the plan, including tank specifications and operational details, operating procedures, and provide adequate site access for compliance with 40 CFR 112.7.

HEALTH AND SAFETY PLAN

APTIM is required to operate under a Health and Safety Plan (HASP) for field work such as that carried out at MDUSD. The 2017 – 2018 HASP will be prepared by an APTIM Health and Safety specialist to address the site visits and inspections, storm water sampling, and the wash bay sampling in accordance with updated APTIM policies and procedures.

ASSUMPTIONS

APTIM assumes the following in conjunction with performing the scope of work described herein:

- Field activities performed by APTIM will be conducted between 7:30 AM and 4:30 PM, Monday through Friday.
- APTIM will coordinate site visits with David Hart prior to scheduled field activities to ensure APTIM has appropriate access to the Facility.
- Pertinent documentation associated with wash bay oil/sand interceptor cleaning and hazardous waste disposal will be provided to APTIM no later than five business days prior to the due date for each PCR if MDUSD requests APTIM to prepare the complete report for submittal to CCCSD.
- Pertinent documentation associated with the New Motor Oil tank, including installation plans and manuals, will be provided to APTIM in a timely manner so that the SPCC Plan can be revised prior to the tank being put into service.
- APTIM will conduct storm water program tasks, including the monitoring activities, sample collection and analysis, and reporting on a schedule that is in accordance with the Industrial General Permit requirements.
- APTIM will conduct the June 2018 monthly storm water inspection/Annual Evaluation, and prepare the Storm Water Annual Report on a schedule that will allow adequate time for review of the drafts by MDUSD. It is assumed that MDUSD will review the draft Annual Report within 10 business days of receipt from APTIM.
- APTIM will conduct the sampling, inspections, and reporting for this project in accordance with the MDUSD Industrial User Permit. It is assumed that MDUSD will provide the maintenance documents and waste disposal manifests to APTIM.

COST ESTIMATE

The cost breakdown for the above referenced scope of work includes:

Task Item	Time & Materials Total
Storm water compliance support	\$21,275.00
SPCC Plan updates	\$4,330.00
Sanitary sewer Industrial Users Permit compliance support	\$13,001.00
Dry weather inspections	\$6,543.00
Project management and Health and Safety Plan (HASP)	\$3,465.00
Total:	\$48,614.00

AGREEMENT

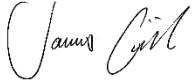
APTIM is proposing to provide the services described in this proposal for \$48,614 on a time-and-material (T&M) cost basis. APTIM will provide the work in accordance with its standard terms and conditions as established in the Professional Services Agreement (PSA) included in Attachment 1.

Please return the signed proposal and the PSA with Client initials where noted if the proposed work and cost estimate are acceptable. These documents will serve as authorization to proceed regarding the scope, budget, and terms and conditions presented herein. APTIM will schedule the work immediately upon receiving the executed PSA and proposal. This proposal is valid for 60 days.

Thank you for the opportunity to respond to your request for quotation. Please call Mary Worth (Technical Lead) at 415.622.5389 or the undersigned at 949.660.5317 if you have any questions.

Thank you for the opportunity to offer our consulting services. Please do not hesitate to contact your project manager, Jim Cirillo, at (949) 660-5317 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Cirillo". The signature is cursive and somewhat stylized, with the first name "Jim" and last name "Cirillo" clearly distinguishable.

Jim Cirillo
Project Manager
Aptim Environmental & Infrastructure, Inc.
jim.cirillo@aptim.com

Enclosures:

Attachment 1 – Professional Services Agreement
Attachment 1 – Labor Categories and Rates



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By affixing my signature below, I acknowledge and accept this letter to serve as a Notice to Proceed.

Mt. Diablo Unified School District

By: _____

Name: _____

Title: _____

Attachment 1
Professional Services Agreement

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
PROFESSIONAL SERVICES AGREEMENT
TIME AND MATERIALS BASIS

1. SERVICES: Aptim Environmental & Infrastructure, Inc. ("APTIM") a Louisiana corporation, agrees to perform for the undersigned CLIENT professional environmental, health and safety, consulting and/or analytical services ("Services") described as follows:

Proposal dated October 10, 2017 for 2017-2018 Environmental Compliance Assistance for the Maintenance and Operations Complex, all in accord with the following terms and conditions.

2. FEES, INVOICES AND PAYMENTS: The Services will be performed on a time and materials basis, with compensation due for all goods and Services provided by APTIM, computed in accord with currently-in-effect APTIM rates for Time & Material work. APTIM's particular applicable T & M Rate Sheet for the Services will be attached hereto. Other compensation provisions are as follows: Invoices will be submitted by APTIM no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payment (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against APTIM or its employees by any government or taxing authority. A service charge equal to one and one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as to any portion of an invoice, the undisputed portion shall be promptly paid.

3. CLIENT'S COOPERATION: To assist APTIM in performing the Services, CLIENT shall (i) provide APTIM with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with APTIM when requested, (iii) permit APTIM reasonable access to relevant CLIENT sites, (iv) ensure reasonable cooperation of CLIENT's employees in APTIM's activities, and (v) notify and report to all regulatory agencies as required by such agencies.

4. CONFIDENTIALITY: In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not

limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

CLIENT shall obtain APTIM's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

5. RIGHT TO USE INFORMATION AND DOCUMENTS: CLIENT may use any final reports of findings, feasibility studies, industrial hygiene and safety, engineering work or other work performed or prepared by APTIM under this Agreement for its internal purposes in connection with the project and/or location indicated in the Services for which such work was prepared, but APTIM reserves all other rights with respect to such documents and all other documents produced in performing the Services. CLIENT shall obtain prior written consent from APTIM for any other use, distribution, or publication of such reports or work results. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent APTIM from application and use of any information learned by it from the services (subject to the provisions of Section 4). All reports will be delivered subject to APTIM's then current limitations and disclaimers.

6. PATENTS AND CONFIDENTIAL INFORMATION: APTIM shall retain all right and title to all patentable and unpatentable inventions including confidential know-how developed by APTIM hereunder. However, APTIM hereby grants to CLIENT a royalty-free, nonexclusive, nonassignable license as to such inventions and know-how to use the same in any of

CLIENT's facilities. Information submitted to CLIENT by APTIM hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and APTIM specifically disclaims any liability therefor.

7. DELAYS AND CHANGES IN CONDITIONS: If APTIM is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by APTIM; or (vi) any other cause beyond the reasonable control of APTIM, **then** 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) APTIM shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on APTIM's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.

8. INSURANCE: APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to Client on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

9. RISK ALLOCATION - CLIENT hereby agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and considering APTIM's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for APTIM's agreement to perform the Services on the terms and at the price herein provided for, CLIENT SPECIFICALLY AGREES THAT APTIM'S LIABILITY SHALL BE STRICTLY LIMITED AS PROVIDED IN SECTIONS 10 THROUGH 12 OF THIS AGREEMENT.

10. WARRANTY: APTIM is an independent contractor and APTIM's Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards governing

recognized firms in the area engaged in similar work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

11. INDEMNITIES: APTIM shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of APTIM, its subcontractors, and their respective employees and agents acting in the course and scope of their employment; provided, however, APTIM shall indemnify CLIENT from and against any loss or damage in the handling or management of any hazardous or radioactive material, or any pollution, contamination, or release of hazardous or radioactive materials, only to the extent resulting from APTIM's gross negligence or willful misconduct. CLIENT shall defend, indemnify and save harmless APTIM (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by APTIM shall not apply to, loss, damage, injury or liability arising from the (i) acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties; (ii) any allegations that APTIM is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution, contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from APTIM's gross negligence or willful misconduct.

12. LIMITATIONS OF LIABILITY:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY APTIM SHALL BE TO REQUIRE APTIM TO RE-PERFORM ANY DEFECTIVE SERVICES. APTIM'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE LESSER OF THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR \$100,000 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. ALL CLAIMS, INCLUDING THOSE FOR NEGLIGENCE OR ANY OTHER CAUSE

WHATSOEVER SHALL BE DEEMED WAIVED UNLESS SUIT THEREON IS FILED WITHIN ONE (1) YEAR AFTER THE EARLIER OF (1) APTIM'S SUBSTANTIAL COMPLETION OF THE SERVICES OR (2) THE DATE OF APTIM'S FINAL INVOICE. FURTHER, APTIM SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. **CONSEQUENTIAL DAMAGES:** FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, APTIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

13. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the State in which the site to which the Services relate is located.

14. TERMINATION: Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay APTIM for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay APTIM all reasonable costs and expenses incurred by APTIM in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

15. ASSIGNMENT: Neither APTIM nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Services may be performed by any subsidiary, parent or affiliate of APTIM, or other person designated by APTIM, and, APTIM may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

16. MISCELLANEOUS:

a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** The terms and conditions set forth herein constitute the entire

understanding of the Parties relating to the provisions of the Services by APTIM to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by APTIM, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the four pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement.

b. **DISPUTES, ATTORNEY FEES** – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 13 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. **WAIVER OF TERMS AND CONDITIONS** - The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by APTIM or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in

Section 11 is unenforceable under an applicable “anti-indemnity” statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therefor. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and APTIM agree to the foregoing (**INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 9-12**) and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on _____, 2017

CLIENT

Client Name: Mount Diablo Unified School District

By (Sign): _____

Print Name: _____

Title: _____

Address: 1480 Gasoline Alley, Concord, CA 94520

Phone: _____

Fax: _____

E-mail: _____

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

**Attachment 2
Rate Table**

Labor Category	Hourly Rate
Project Manager 2	\$160
Project Engineer 1	\$150
Project Scientist 4	\$135
Scientist 3	\$110
CADD/Drafter	\$109
Scientist 2	\$100
Administrative Assistant 3	\$81
Technical Publications Specialist 2	\$75
Project Management Assistant 2	\$73

Other Direct Costs	Rate
Laboratory services	Cost + 12%
Personal vehicle mileage ¹	Cost + 12%
Materials and supplies	Cost + 12%
APTIM pick up truck	\$45/day

1 – Personal vehicle mileage will be billed at:

- September 1, 2017 – December 31, 2017: Internal Revenue Service (IRS) reimbursement rate of 53.5 cents per mile
- January 1, 2018 – August 31, 2018: IRS 2018 reimbursement rate, which as of the issuance of this proposal has not been published