

ASSOCIATION OF BAY AREA GOVERNMENTS

CONTRACT FOR SERVICES

This Contract is made and entered into effective September 1, 2006, by and between the Association of Bay Area Governments (ABAG), a public entity formed under the California Joint Exercise of Powers Act, Government Code Section 6500, et seq. and County of Marin (Contractor).

1. Employment of Contractor

ABAG agrees to engage Contractor and Contractor agrees to undertake, carry out, and complete in a satisfactory and proper manner certain work and services set forth in the attached Exhibit A, Scope of Services, which is incorporated herein.

2. Time of Performance

Contractor shall begin performance of the services set forth in Exhibit A as of the effective date noted in the introductory paragraph of this Agreement. Such services shall be undertaken in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all such services shall be completed by May 15, 2007.

3. Independent Contractor

Contractor renders services under this Contract as an independent contractor. None of Contractor's agents or employees shall be agents or employees of ABAG, unless otherwise agreed to by ABAG.

4. Subcontractors

Contractor is fully responsible for all work performed under this Contract including subcontracted work. Subcontract terms and conditions must include all applicable contract terms and conditions as provided herein. Subcontractor agreements require prior approval by ABAG, unless the subcontract is already part of the Agreement. Any amendments to subcontracts must be approved by ABAG. In obtaining a subcontract, the Contractor must obtain at least three (3) competitive bids, or comply with the provisions of Government Code Section 4525 et seq., as applicable, or provide written justification for nonfulfillment of these requirements. Upon termination of any subcontract, ABAG shall be notified immediately.

5. Compensation and Method of Payment

Contractor shall be compensated for all services to be rendered under this Contract in a maximum sum not to exceed forty thousand dollars (\$40,000). Compensation by ABAG to Contractor shall be payable as set forth in attached Exhibit A. Contractor shall submit invoices for payment no more frequently than once monthly and shall be paid in arrears. Invoices shall be submitted in accordance with "Invoicing Procedures" as set forth in Exhibit A. ABAG shall review Contractor's invoices and approve or disapprove them for payment, which shall be made by ABAG as appropriate.

6. Termination

(a) Termination for cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if Contractor shall violate any covenants, conditions, contracts, or stipulations of this Contract, then ABAG may terminate this Contract by giving not less than five (5) days prior written notice of such termination which specifies the effective date thereof. Upon termination under this paragraph, all unfinished or finished documents, data, studies, surveys, computer discs, computer tapes, drawings, maps, models, photographs, reports, and other materials, prepared by Contractor, if any, under this Contract, shall, at the option of ABAG, become its property and Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents and this Contract to the date of termination. Notwithstanding the above, Contractor shall not be

relieved of liability to ABAG for damages sustained by ABAG by virtue of any breach of the contract by Contractor, and ABAG may withhold any payment to Contractor for the purpose of set-off until such time as the exact amount of damage due ABAG from Contractor is determined.

(b) Termination for convenience. ABAG may terminate this Contract at any time by giving not less than thirty (30) days prior written notice of termination to Contractor which shall specify the effective date thereof. Upon termination under this paragraph, all finished or unfinished documents and other materials described in paragraph (a) shall at the option of ABAG become its property. If the Contract is terminated by ABAG as provided in this paragraph, Contractor shall be paid in an amount which bears the same ratio to the total compensation as services actually performed bear to the total services of Contractor covered by this Contract, less payments of compensation previously made; provided that, if this Contract is terminated due to the fault of Contractor, only the paragraph relative to termination for cause shall apply.

7. Hold Harmless/Insurance

Contractor shall hold harmless, defend at its own expense and indemnify ABAG against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this Contract.

8. Insurance Requirements

Contractor shall, at its own expense, obtain and maintain in effect at all times during the life of this Contract the insurance coverages set forth in Exhibit B, which is hereby made part of this Contract.

9. Nondiscrimination

Contractor, with regard to the work performed under this Contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of services, materials and leases of equipment.

10. Waiver

The waiver by ABAG of a breach by Contractor of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of a different provision of this Contract.

11. Assignment

This contract shall not be assigned, transferred, hypothecated or pledged by Contractor without prior written consent of ABAG, which consent shall not be unreasonably withheld.

12. Amendment

This contract may only be amended by a writing signed by both parties.

13. Entire Agreement

This contract is entire as to the services to be rendered under it. This Contract supersedes any and all other contracts either oral or in writing between ABAG and Contractor with respect to the subject matter hereof and contains all of the covenants and contracts between the parties with respect to such matters. ABAG and Contractor acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made to any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contracts, statement, or promise not contained in this Contract shall be valid or binding.

14. Conflict of Interest

Contractor covenants that presently there is no interest, and none shall be acquired, direct or indirect, which conflicts in any manner or degree with its performance of services as required under this Contract.

Contractor further covenants that in the performance of this Contract, no person having any interest shall be employed by it.

15. Notices

Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing, shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

ABAG

San Francisco Estuary Project
1515 Clay Street, Suite 1400
Oakland, CA 94612
Attn.: Marcia Brockbank
Phone: (510) 622-2325
Fax: (510) 622-2501
Email: mbrockbank@waterboards.ca.gov

and

Contractor

County of Marin

Marin County Department of Public Works
3501 Civic Center Drive, Room 304
San Rafael, CA 94903-4112
Attn: Elizabeth Lewis
Phone: (415) 499-7226
Fax: (415) 499-3799
Email: lizlewis@co.marin.ca.us

and

Subcontractor

Stillwater Ecosystem, Watershed & Riverine Sciences
2855 Telegraph Avenue, Suite 400
Berkeley, CA 94705
Phone: (510) 848-8098
Fax: (510) 848-8398

16. Audit: Access to Records.

Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles in effect on the date of execution of this Contract. Audits conducted under this provision shall be in accordance with generally accepted audit standards and with established procedures and guidelines of the reviewing audit agencies. Contractor agrees to disclose all information and reports resulting from access to records under this clause. For the purpose of determining compliance with Public Contract Code Section 10115, et.seq. and Title 21, California Code.

17. Binding on Heirs

This Contract shall be binding upon the heirs, successors, assigns, or transferees, of ABAG or Contractor, as the case may be. This provision shall not be construed as an authorization to assign, transfer,

hypothecate or pledge this Contract other than as provided above.

18. Other Contract Provisions

This Contract shall be subject to the Standard Contract Provisions as set forth in Exhibit C, which is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

Dated: _____

CONTRACTOR:

Signature

President, Board of Supervisors, County of Marin

Dated: _____

ASSOCIATION OF BAY AREA GOVERNMENTS:

Henry L. Gardner
Executive Director

Approved as to legal form and content:

Kenneth K. Moy, Legal Counsel
Association of Bay Area Governments

James G. Flageollet
County Counsel, County of Marin

EXHIBIT A

SCOPE OF SERVICES

Introduction:

This Scope of Services covers the Phase 2 analysis by Stillwater Ecosystem, Watershed & Riverine Sciences (Stillwater Sciences) to quantify sediment delivery to the upper Lagunitas Creek watershed. As background, Phase 1 of this analysis (Tasks 1 through 5) was implemented by Stillwater Sciences under contract with the Contractor (commencing November 2005) and funded by the Prop. 13 grant agreement between the Contractor and State Water Resources Control Board (Lagunitas Creek Watershed Sediment Reduction and Enhancement Project, Grant Agreement No. 04-109-552-0). Funding is now available for Phase 2 of this sediment analysis. Contractor will subcontract with Stillwater Sciences to complete the Phase 2 tasks described below. Stillwater Sciences was selected to perform this sediment analysis under a competitive process.

1. Technical Approach

Studies of average annual sediment production and delivery typically rely on two analytical steps: identification of sediment sources and sinks, and estimates of the rate at which sediment is produced or deposited. The former requires staff skilled in geomorphic field interpretation, while the latter requires integration of field observation, photogrammetry and air photo interpretation, and modeling.

Investigation of sediment delivery rates into channels of the upper Lagunitas Creek watershed will be based on the following guiding principles:

1. construction of a valid conceptual model of geomorphic processes operating under current and historical periods;
2. estimates of sediment production, storage and delivery for individual processes derived from a finite set of geomorphic processes (see below);
3. stratification of the study area into areas where certain geomorphic processes dominate according to a combination of factors such as geology, slope, land cover, land use, and channel management. Stratifying both hillslope areas and channel segments allows the extrapolation of estimated process rates into unsurveyed terrain. Such analysis can also be used to determine where sediment production is effectively disconnected from the channel network;
4. validation and corroboration of sediment source estimates against estimates derived using relevant published values for nearby and/or similar areas, downstream sites of sediment deposition, and sediment transport models derived from daily average hydrological data;
5. collecting available data with the goals of
 - a. distinguishing natural process rates from anthropogenically influenced rates, and
 - b. subdividing geomorphic process rates into historical periods based on major human and/or climatic influences.

Experience with sediment budgets indicates that sediment rate estimates are best constrained using multiple approaches and data sources.

A similar approach using multiple data sources is proposed in this scope of work. Based on the current understanding of conditions in the upper Lagunitas Creek watershed, it is estimated that the following methods will be necessary (Table 1).

Table 1 Finite geomorphic process set typical to sediment sources in watersheds of the California coast range

Category	Geomorphic Process	Method of Investigation
<i>Natural Processes</i>		
Sediment production	Conversion of bedrock to soil mantle	Not appropriate to the time frame of reference for this study.
	Bedrock landsliding	
	Rockfall	
Hillslope mass wasting processes	Creep and biogenic transport	Soil creep in this study will be subsumed into rates of streamside bank erosion that represents the ultimate delivery of the creep-derived material to the channel network.
	Shallow landsliding	Use of prior reports, existing landslide inventories, records of landslide activity, interpretation of sequential aerial photography and field survey to ascertain the location, volume, and timing of shallow landslides. Application of terrain modeling to identify potentially unstable areas.
	Deep-seated landsliding	Topographic evidence suggest that deep-seated sliding has not been active in the current or recent historical past. Check against geology maps.
Hillslope overland flow erosion	Sheetwash and rill erosion	Evidence from prior reports and field survey.
Channel production processes	Channel head advance	Evidence from prior reports, oblique and sequential aerial photographs, GPS location of channel heads, and extrapolation of measured slope-thresholds for channel initiation.
	Gully incision	Evidence from prior reports and aerial photographs, field survey of sediment volumes corroborated by age of vegetation. Use of spatial comparisons to identify stage in gully development.
	Bank erosion	Use of sequential aerial photographs where visibility permits. Field surveys focusing on determining the volume of erosion according to channel morphology, vegetation age structure, and stratigraphic evidence.
	Mainstem incision / aggradation	Use of sequential aerial photographs where visibility permits. Field surveys focusing on determining the volume of erosion according to morphology, vegetation age, near-channel structures, and stratigraphic evidence. Potential use of dendrochronology where mainstem terraces are identified. Use of spatial comparisons to identify stage in erosional development. Identify sediment storage reservoirs by activity class.
Channel sediment routing and storage dynamics	Sediment transport	Use of suspended sediment and bedload gauging records where available. Application of sediment transport modeling as corroboration on sediment estimates and on variability in delivery rates/export.

Table 1 Finite geomorphic process set typical to sediment sources in watersheds of the California coast range

<i>Human Disturbances*</i>		
Road-related	Cut and fill failures	Use of prior inventories of road-related erosion in combination with field survey for evidence for age of failures and rate estimates.
	Surface erosion	
	Stream crossing fill failures	
	inboard ditch incision and slope destabilization	
	Gullying caused by drainage associated with inboard ditch relief	
	Accelerated runoff and channel destabilization	
Agriculture	Surface wash rilling and gullying	See methods for rill erosion and gully incision above.
	Accelerated runoff and channel destabilization	See methods for bank erosion and mainstem incision / aggradation above.
	Hillslope vegetation removal and landsliding	See methods for shallow landsliding above
	Riparian vegetation removal and channel destabilization	See methods for bank erosion and mainstem incision / aggradation above.
Urban	Construction phase sediment pulse	Rates of urban construction are anticipated to be too low to identify discrete fine sediment sources from field survey.
	Connection of drainage network	Examine channels above and below storm-water outfalls for erosional changes.
	Post-construction low sediment and accelerated runoff	See methods for bank erosion and mainstem incision / aggradation above.
Channel management	Channel destabilization through straightening and relocation	Refer to history of channelization and maintenance (if any). Field surveys of channel management activity; correlated to channel morphology changes.
	Channel destabilization through LWD removal	Refer to history of channel maintenance for evidence of LWD removal (if any).
	Sediment reduction through bank revetment, dams, source control measures	Field survey to examine potential sediment stores.

Note: * with the exception of road-related erosion, human disturbances affect the geomorphic processes already identified as natural and, therefore, require efforts to separate the relative influence of natural and human factors.

2. Phase 2 Tasks

Task A. Field data analysis, corroboration, and interpretation

- **Determine dominant erosion processes for each of the identified process domains.** Erosion processes will be assessed as in Table 1.
- **Determine sediment size class and grain size distribution for each dominant erosion process** from soils data, geologic data, and field survey of erosional features.

- **Compile published process rates to derive a typical average annual rate for each process.**
Applicability, presence, and activity level of a particular process in a particular domain will be assessed as the result of aerial photo interpretation, spatial analysis of available GIS coverages, terrain modeling, field surveys, and professional judgment.
- **Extrapolation to unsurveyed areas:** determine unique erosion process rates representing sediment production under historical and current conditions within regions physiographically similar to the study area from published values.
- **Estimate average annual sediment production and delivery rates under historic and current conditions for each sub-watershed** by multiplying each specific process domain area by the determined process rate (hillslope storage will be accounted for by applying a unique sediment delivery ratio to unique processes based on published literature values).
- **Derive total sediment production (by size class) in each subwatershed** under historical and current conditions will be calculated from the sum of production within each process domain.
- **Interpret sediment erosion and deposition activity to natural processes or human actions** to the extent possible from the assembled data.

Cost estimate: ~\$14,800

Task B. Develop draft and final report.

- Produce six copies of a draft report (due 3/15/07) and final report (due 4/30/07). The draft report will be subject to expert peer review prior to submittal.
- Prior to the submittal of the final report, a meeting will be held with Marin County Department of Public Works staff and the Sediment Technical Advisory Committee to discuss comments and issues related to the draft report (*Meeting #3*).

Cost estimate: ~\$25,200

Phase 2 total : ~\$40,000

Schedule of Deliverables:

Task A will be completed by February 28, 2007.

Task B will be completed by April 30, 2007.

3. Budget:

The project budget is based on 2006 hourly rates for project staff.

UPPER LAGUNITAS CREEK WATERSHED SEDIMENT DELIVERY

STAFF CLASSIFICATION	RATE	Development of		TOTAL HOURS	TOTAL COST
		Field data analysis HOURS	recommendations and report HOURS		
Principal	\$ 175.00	0	0	0	\$0
Sr. Geomorphologist	\$ 142.00	22	60	82	\$11,644
Geomorphologist	\$ 96.00	46	112	158	\$15,168
Geomorphologist	\$ 93.00	34	24	58	\$5,394
Geomorphologist	\$ 102.92	0	0	0	\$0
Ecologist	\$ 58.92	0	0	0	\$0
GIS Specialist	\$ 121.16	4	0	4	\$485
GIS Analyst	\$ 58.92	16	20	36	\$2,121
Geomorphologist	\$ 55.80	22	40	62	\$3,460
Sediment transport modeler	\$ 156.58	8	0	8	\$1,253
TOTAL HOURS		152	256	408	\$39,524
TOTAL LABOR COST		\$14,610	\$24,914	\$39,524	\$39,524
<hr/>					
EXPENSES		Field data analysis EXPENSES	Development of recommendations and report EXPENSES		EXPENSES COST
TRAVEL (GROUND):		\$0	\$90		\$90
MEALS:		\$0	\$0		\$0
WORD PROCESSING:		\$100	\$90		\$190
COPIES:		\$100	\$90		\$190
EQUIPMENT:		\$0	\$0		\$0
OTHER DIRECT EXPENSE COST:		\$200	\$270		\$470
ODC MARK-UP:	0%	\$0	\$0		\$0
SUBTOTAL ODCs:		\$200	\$270	\$470	
TOTAL EXPENSES:		\$200	\$270	\$470	\$470
<hr/>					
PROJECT COST:		\$14,810	\$25,184	\$39,994	\$39,994

Fees and Payment Schedule

STILLWATER SCIENCES - 2006

Name	Rate
Allen, Douglas	100.32
Amerson, Byron	81.84
Araki, Sayaka	58.92
Araya, Sebastian	77.52
Aspittle, Jennifer	62.00
Baker, Peter	140.88
Bauer, Nicholas	48.24
Bell, Ethan	108.00
Booth, Derek	142.00
Bout, Emmalien	51.16
Bowers, Ronna	55.80
Braudrick, Christian	91.88
Carden, Jason	43.40
Champe, Christine	142.00
Cheang, Tom	100.00
Cholodenko, Laura	77.52
Cosio, Tamara	69.44
Cui, Yantao	156.60
Denker, Elissa	43.00
Diggory, Zooney	87.16
Downs, Peter	142.00
Dusek, Lauren	62.52
Dusterhoff, Scott	96.00
Earl, Holly	110.00
Edlund, Eric	102.32
Fadde, Jessica	50.36
Fainter, Michael	122.64
Fleming-Singer, Maia	117.20
Furber, Seaïla	45.00
Gilliam, Elizabeth	55.80
Graeber, William	121.64
Greene, Sarah	71.32
Gruszkowski, Rita	95.36
Hayden, Maya	93.00
Hose, Harry	43.00
Hume, Noah	133.04
Jaquette, Chris	75.92
Jarrett, Kenneth	46.50
Jurjavic, Nicole	80.60
Keith, AJ	112.96
Khandwala, Sapna	98.20
King, Emily	58.92
Kirihara, Steve	99.20
Kouffeld, Meadow	45.00
Kramer, Sharon	142.00
Kramer, Steve	96.72
Lassettre, Neil	98.20
Lawson, Jennifer	43.00

Name	Rate
Leverich, Glen	50.36
Liebig, Russell	85.44
Ligon, Frank	175.00
Lucas, Trevor	55.80
Lue, Evan	49.60
Lyser, Shelly	43.00
Malko, Mary	48.12
McCants, Dave	120.00
McDowell, Bill	47.24
Merrill, Amy	113.16
Modafferi, Sandy	58.92
Moir, Hamish	93.00
Moyer, Jessica	43.40
Orr, Bruce	142.00
Orr, Krista	83.72
Osterback, Ann-Marie	58.92
Parton, Michael	142.00
Pedersen, Dirk	108.52
Peek, Ryan	66.36
Percival, Angela	99.20
Pittman, Roman	57.40
Ralph, Stephen	142.00
Real de Asua, Rafael	121.16
Reil, Marie	66.08
Riebe, Cliff	102.92
Sears, Bill	90.40
Simmons, Tim	55.80
Simpson, Sabrina	112.12
Sloat, Matt	86.80
Smith, Lynette	49.60
Sparks, Whitney	76.00
Stallman, Jay	93.00
Stella, John	120.92
Stevens, Nancy	58.92
Swaney, Wayne	103.80
Thoms, Rob	43.40
Trawick, Darren	55.80
Wade, Mark	93.00
Walker, Amanda	54.32
Watts, Jennifer	62.00
White, Shawn	86.56
Wilcox, Scott	142.00
Williams, Margo	45.00
Woo, Sheri	100.96
Wood, Steven	58.92
Wooster, John	94.36
Yaeger, Kurt	43.00
Zajanc, David	85.08

Rates listed above are for calendar year 2006. This will be a labor-hour level-of-effort contract with reimbursement for expenses (including travel expenses) at cost plus 10% (not to exceed State of California authorized travel and expense levels). Hourly rates will be adjusted on January 1st of each year.

Invoicing Procedures:

Contractor shall prepare and submit to ABAG, no more frequently than once monthly, a statement of work performed in that period. Each invoice shall specify in detail number of hours worked and specific tasks completed. Contractor shall be paid in arrears.

Hourly Rate: See 2006 Fees and Payment Schedule above.

Estimated hours 408 hours = \$39,524

Other direct costs: \$470.00

Indirect costs: N.A.

Contract not to exceed \$40,000.

EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - (b) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - (c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - (d) Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - (e) General Liability: \$1,000,000 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.
 - (f) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - (g) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - (h) Errors and Omissions Liability: \$1,000,000 per occurrence.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. At the option of ABAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to ABAG guaranteeing payment of losses and related investigations, claim administration and defense expenses. (Including operations, products and completed operations, as applicable.).

4. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - (j) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (k) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG.

- (l) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. 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 ABAG.
6. Verification of Coverage. Contractor shall furnish ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

EXHIBIT C

STANDARD CONTRACT PROVISIONS

1. Arbitration. Any dispute between Contractor and ABAG regarding the interpretation, effects, alleged breach or powers and duties arising out of this agreement will be submitted to binding arbitration.
2. Conflict of Interest. No employee, officer, or agent of ABAG shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - a) The employee, officer or agent;
 - b) Any member of his or her immediate family;
 - c) His or her partner; or
 - d) An organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award.

ABAG's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

3. Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.
4. Extensions of Time. The granting of or acceptance of extensions of time to complete performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of this agreement.
5. Headings. The descriptive headings used in this agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
6. Prohibited Interest. Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.
7. Records/Audit. Contractor shall keep complete and accurate books and records of all financial aspects of its relationship with ABAG in accordance with generally-accepted accounting principles. Contractor shall permit authorized representatives of ABAG and/or any of ABAG's governmental grantors to inspect, copy, and audit all data and records of Contractor relating to its performance of services under this agreement. Contractor shall maintain all such data and records intact for a period of not less than three (3) years after the date that services are completed hereunder or this agreement is otherwise terminated.
8. Remedies Cumulative. The remedies conferred by this agreement upon ABAG are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.
9. Severability. Should any part of this agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect; provided that, the remainder of this agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

10. Time of the Essence. Time is of the essence in this agreement.