

1. **Contract Identification.**

Department: Public Works

Subject: Carpet and Blind Cleaning

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Quality Clean LLC

Capacity: Limited Liability Corporation

Address: 2420 Sand Creek Road Suite # 209, Brentwood, CA 94513

3. **Term.** The effective date of this Contract is January 1, 2013. It terminates on December 31, 2015 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 600,000.00.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

N/A

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

Government Code section 31000

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chair/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: Quality Clean LLC	Name of business entity: Quality Clean LLC
By <u><i>Anthony Lee Youngblood</i></u> (Signature of individual or officer)	By <u><i>Cassandra Renee Youngblood</i></u> (Signature of individual or officer)
<u>Anthony Lee Youngblood Member Vice-President</u> (Print name and title A, if applicable)	<u>Cassandra Renee Youngblood Member / Secretary</u> (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

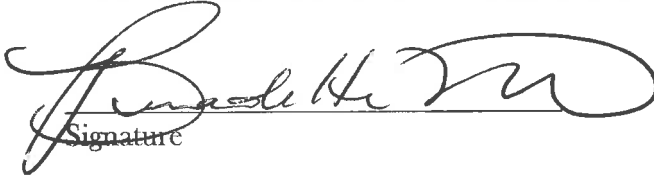
STATE OF CALIFORNIA)

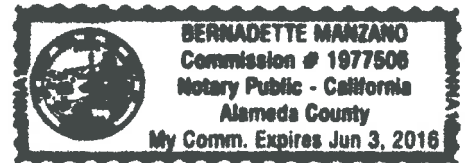
COUNTY OF CONTRA COSTA)

On Dec 8, 2012, before me, Bernadette Manzano
(insert name and title of the officer), personally appeared Anthony Lee Youngblood &
Cassandra Renee Youngblood who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.


Signature



(Seal)

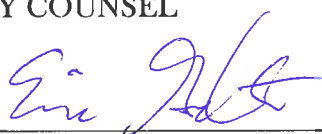
ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: 
Designee

FORM APPROVED
COUNTY COUNSEL

By: 
Deputy County Counsel
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the **Payment Limit** of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ monthly, or
- ☐ b. \$ per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☒ d. Other: As described in Section E (Compensation) of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: MB
Contractor

JAB
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SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

Number

SERVICE PLAN

A. GENERAL: Contractor shall provide carpet cleaning, window blind cleaning and emergency cleaning services at County facilities under the terms of this Contract. Contractor shall provide all labor, equipment, transportation, and supervision necessary to provide carpet cleaning, blinds cleaning and emergency cleaning service for County as directed by the Contra Costa County Public Works Custodial Staff. Contractor shall perform the work required by County in a manner that complies with this service plan. No work other than carpet cleaning, window blind cleaning and emergency cleaning service shall be performed under this Contract.

B. DELINEATION OF RESPONSIBILITIES:

1. Responsibilities of Contractor:

a. Carpet Cleaning. Contractor shall perform carpet cleaning service for County upon request by County staff, in the manner described in this Contract. This work shall include steam, chemical and encapsulation types of carpet cleaning and dirt extraction, and Emergency Cleaning as defined in paragraph 1(c) (Emergency Cleaning Services), below. Miscellaneous items of work and materials necessary to complete carpet cleaning services shall be provided by Contractor whether or not mentioned in this Service Plan.

b. Window Blind Cleaning. Contractor shall perform window blind cleaning service for County upon request by County's Custodial Manager, or designee, in the manner described in this Contract. This work shall be defined as removing dust and soil from window blinds, without causing damage.

c. Emergency Cleaning Services. If County, in its sole discretion determines that it needs Contractor's services under this Contract due to an immediate risk to safety, health, life, property or the environment, (an "Emergency Cleaning"), County's Custodial Manager, or an authorized designee, will notify Contractor of the need for Emergency Cleaning services. Contractor will have two (2) hours to respond to County's representative with an action plan to initiate corrective action or assistance. If Contractor cannot respond in the time specified by County, County may take any other action including engaging the services of other vendors to perform the cleaning services. Contractor can be contacted 24 hours a day, seven days a week at the telephone number set for in Section D (Points of Contact), below.

d. Work Proposal.

i. When County requests Contractor's carpet cleaning services, before commencing any carpet cleaning services under this Contract (except for Emergency Cleaning), Contractor shall provide County's Custodial Manager, or designee, a written estimate that specifies:

- a)** Square footage of carpet to be cleaned by Contractor; and
- b)** Schedule and estimated cost of providing the cleaning.

Initials: *MTJ*
Contractor

 BNS
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ii. When County requests Contractor's window blind cleaning services, before commencing any window blind cleaning service under this Contract, Contractor shall provide County's Custodial Manager, or designee, a written estimate that specifies the estimated cost of providing such cleaning.

When a proposal is requested by County, Contractor shall not commence any Services pursuant to any proposal until County's Custodial Manager, or designee, has authorized Contractor to proceed.

e. **Locations.** Services shall be provided by Contractor, upon County's request, at any of the County sites listed on Attachment A, attached hereto and incorporated herein.

f. **Invoices.** After completing any Services, Contractor shall provide County's Custodial Manager invoices for the work in accordance with the Payment Provisions of this Contract and Section E (Compensation) below. Each invoice shall identify the amount of square footage or number of window blinds cleaned and include a brief description of services rendered. In addition, invoices must show the address of the work site for which the services were performed.

Each original invoice is to be presented to:

**County of Contra Costa
2467 Waterbird Way
Martinez CA 94553**

g. **Standards.** Contractor shall perform carpet cleaning as recommended by the manufacturer of the carpet. Contractor shall be familiar with and able to execute the manufacturer recommendations for cleaning of County's carpet. Contractor shall be responsible for training and educating Contractor's staff with these recommendations and any Technical Service Bulletins distributed by the manufacturer.

h. **Extra Charges.** Contractor will be paid at a square foot rate, as set forth in Section E (Compensation) of this Service Plan, for all services performed under this Contract and will not be paid for travel charges, trip charges or fuel surcharges.

i. **Contractor's Employees,** Contractor shall submit, at the commencement of this Contract, a current list of the names, addresses and Social Security numbers of all employees who will perform work under this Contract. Changes in the employment list shall be reported to County within 24 hours of any change. The employment list and changes shall be submitted to County's Custodial Manager at 2467 Waterbird Way, Martinez CA 94553. No employee shall be allowed on the job site until the requested documentation has been provided and the employee has been approved by County. County may request changes to the employee list which Contractor shall not unreasonably refuse to make.

i. **Bondable.** All employees of Contractor must be bondable and proof of such employees' bonding shall be submitted as set forth above.

ii. **Employee Training.** To ensure competent and safe performance of the work under this Contract, Contractor shall provide appropriate training to employees prior to the beginning of service under this Contract. Contractor shall provide, when submitting names of employees, documentation of type and amount of training received by each employee including any OSHA required training.

Initials: *RM*
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iii. Work Requirements. Each of Contractor's employee's that performs work under this Contract shall be legally entitled to work in the United States. Contractor shall provide County documentation to confirm any employee's entitlement to work in the United States upon request by County.

iv. Language Skills. All employees and representatives of Contractor must be proficient in the English language and to be able to read and understand manufacturer repair instructions, safety materials, etc, as well as converse intelligibly with County regarding the emergency repair and maintenance work to be performed under this Contract. Contractor's Supervisor must be fluent in the English language.

v. Consistent Key Personnel. Contractor agrees that, once assigned to work under this Contract, key personnel (Supervisors) shall not be removed or replaced without written notice to County, unless County requests removal for unsatisfactory performance, or the personnel are replaced as specified in paragraph B(1)(i)(vi) (Replacement of Key Personnel), below. Upon execution of this Contract, Contractor must provide County with a list of Supervisors who will work under this Contract.

vi. Replacement of Key Personnel. If Supervisors are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, Contractor shall immediately notify County, and shall, subject to the concurrence of County, replace each personnel with personnel of substantially equal ability and qualifications.

vii. Contractor's Supervisor. Contractor's supervisor shall be responsible for the conduct and performance of Contractor's employees, and compliance with the following rules:

- a) No loud or boisterous conduct will be permitted (including radios).
- b) Only personnel employed by Contractor shall be allowed on any job site.

viii. Reporting Problems. Contractor shall report any County property or equipment found not to be in serviceable or operating condition, or any damage, vandalism, graffiti, etc. to County's Custodial Manager by the end of the workday following discovery of said damage.

xi. Licenses. Contractor is required to possess and maintain all applicable licenses required to perform work under this Contract including but not limited to carpet cleaning service issues. Contractor will also need to obtain a County Business License. All licenses shall be kept current with copies provided to County.

2. Responsibilities of County:

a. Information. County shall make available to Contractor all information in County's possession that will be necessary to complete the work required by this Contract. Under this Contract, however, it will remain Contractor's responsibility to gather and verify all necessary data.

b. Invoicing. County will pay invoices submitted in conformance with this Contract in the manner specified in the Payment Provision of this Contract, but no more than once per month. Contractor shall

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not be allowed to pick up checks. Checks will be sent via US Mail to the address designated by Contractor.

C. OSHA GUIDELINES HAZARDOUS COMMUNICATIONS: Contractor shall comply with the OSHA Hazardous Communications Standard set forth at Title 29 of the Code of Federal Regulations, Part 1910.1200 as it pertains to the training, safety, and equipment needed for all employees engaged in carpet cleaning service throughout the term of this Contract and shall provide proof of such compliance to County's Custodial Manager.

- 1. Material Data Safety Sheets:** Contractor shall furnish to County copies of Material Safety Data Sheets for all products used prior to beginning service in any facility.
- 2. Labeling of Hazardous Materials:** Contractor shall comply with the OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph F, concerning the labeling of all chemical containers.
- 3. Pest Control:** County participates in an integrated pest management system, which handles pest control problems without the use of poisons or insecticides. Contractor shall make itself informed of this County policy. Contractor shall not use sprays or poisons to control insects.

D. POINTS OF CONTACT:

The points of contact during this Contract are as follows:

For County: Custodial Manager	Derrick West	925-313-7052
Materials Supervisor	Stan Burton	925-313-7077
Purchasing Buyer	Von Honey	925-313-7321
Accounting	Ann Kretz	925-313-7154

For Contractor:

Quality Clean (Anthony Youngblood) 24 hour Call Center 925-997-5028

E. COMPENSATION:

- 1. Rates:** Contractor will be paid a flat rate of \$0.185 per square foot for carpet cleaning. Contractor will be paid \$75.00 per labor hour for all other services scheduled or non-scheduled, that Contractor performs at request by County, Monday through Friday, 8:00am to 5:00pm, (Normal Time). Contractor will be paid \$100.00 per labor hour for work performed outside of Normal Time, Monday through Friday, 5:01 pm to 7:59 am; Saturday, Sunday and holidays.
- 2. Prevailing Wages:** Contractor shall pay its employees and any subcontractors prevailing wages as required under the California Labor Code.

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SPECIAL CONDITIONS
(Purchase of Services - Long Form)

1. Section 19(d) (Additional Insurance Provisions) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"(d) Additional Insurance Provisions: Contractor shall promptly furnish to the Contra Costa County Public Works Department (Department) certificates of insurance evidencing the coverage required herein. Additionally, no later than five days after Contractor's receipt of (i) a notice of cancellation or a notice of an intention to cancel any of Contractor's insurance coverage required by this Contract, or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, or notice of intention to cancel, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract. If Contractor renews any of the insurance policies or acquires any new insurance policies or amends the coverage through an endorsement to any policy at any time during the term of this Contract, then Contractor shall provide current certificates to Department."

Initials: _____


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.


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GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,


Contractor


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GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.



Contractor



County Dept.

GENERAL CONDITIONS
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28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contractor



County Dept.