

1. Contract Identification.

Department: Public Works

Subject: Dream Ride Elevator Maintenance Service

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: Dream Ride Engineering, Inc.

Capacity: Corporation

Address: 4780 East 2nd St, Benicia CA 94510

3. Term. The effective date of this Contract is February 1, 2014. It terminates on January 31, 2017 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed \$ 115,000.00.

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 _____ Chairman/Designee	By _____ Deputy

CONTRACTOR

Name of business entity Dream Ride Engineering, Inc., a California Corporation	Name of business entity Dream Ride Engineering, Inc., a California Corporation
By _____ (Signature of individual or officer) 1-22-14	By _____ 1/23/14 (Signature of individual or officer)
_____ (Print name and title A, if applicable)	Kurt Nelson Secretary (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.

APPROVALS/ACKNOWLEDGMENT
(Purchase of Services - Long Form)

Number

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: [Signature]
Designee

By: [Signature]
Deputy
Eric Gulston

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
SOLANO) ss.
COUNTY OF CONTRA COSTA CW)

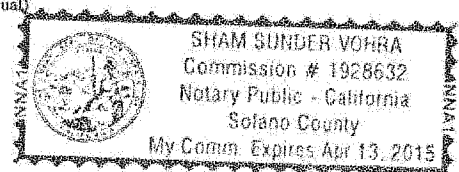
On JAN 22, 2014, before me, SHAM SUNDER VOHRA Notary Public
insert name and title of the officer), personally appeared NELSON KURT ROGER
IVAN MICHAEL WERBLIN personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within 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.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Signature

(Seal)

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



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 defined in Section E (Rates) 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.

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SERVICE PLAN

A. GENERAL


Contractor will provide elevator maintenance and repair services for the County according to the terms of this Contract. Elevator maintenance and repair services provided by Contractor include all technical and professional services, including labor, equipment, transportation, supplies, packing materials, and supervision necessary to perform the services on the four elevators located at 2311 Loveridge Road, Pittsburg, (hereinafter referred to as "Equipment").


B. CONTRACTOR RESPONSIBILITIES

1. Elevator Maintenance.

- a. The work to be performed by the Contractor under this Agreement shall consist of furnishing all material, labor, tools and equipment necessary to provide full preventative maintenance service on Equipment described.
- b. Any work not specifically mentioned but which is needed to make the maintenance complete within the intent of this Agreement shall be performed without additional cost. Any work not specifically mentioned but which is needed to make the maintenance complete within the intent of this Agreement shall be performed without additional cost.
- c. Contractor shall perform, coordinate and complete the requirements of this Agreement, in cooperation with any other contractors or trades then doing any work on the Property, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of County. Contractor shall perform the requirements of this Agreement in a manner that will not impede or obstruct the ongoing business activities of any tenants where the Equipment is located.
- d. Contractor guarantees that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each elevator at least semi-annually to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards of this Contract. The Supervisor shall schedule each visit with the County's Authorized Representative responsible for that building so that he may accompany him.
- e. Contractor represents that it is capable of maintaining Equipment to its original design capabilities based on Equipment condition as surveyed and all the technical information available at time of award of this Agreement.
- f. Contractor shall provide routine servicing of the Equipment as frequently as indicated on **Exhibit "A"** attached hereto. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the Equipment. Any repairs or replacement of Equipment is to be considered as additional time beyond that required for routine service.

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- g. At County's Authorized Representative's reasonable request, Contractor will provide a hall call traffic analysis report on any or all elevators. The analyzer shall be capable of gathering and printing information about the elevator performance and group operation on site.
2. **Exclusions.** The following work is excluded from this Agreement and is not the responsibility of the Contractor:
- a. Power supply feeders, switches and fuses; and
 - b. Repair or replacement of products of combustion detectors for fire recall; and
 - c. Car enclosure finishes; hoistway enclosures; hoistway door panels and frames; and
 - d. Buried cylinders and buried piping; and
 - e. Excluding regular wear and tear, items caused by vandalism or negligence by persons other than the Contractor, its representative and employees. Contractor shall obtain County's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.
 - f. New attachments as may be recommended or directed by federal, state, municipal or other government authorities.
3. **Conditions of Service.** Contractor shall maintain all Equipment in good operating condition in accordance with manufacturer's specifications. Should conditions warrant, Contractor will repair or replace the Equipment, including without limitation, the following:
- a. **Traction Elevators:**
- i. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, gears, worms, thrusts; and
 - ii. Motor and motor generator, static drives, transformers, motor and generator windings, rotating element, commutator brushes, brush holders and bearings; and
 - iii. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable, all mechanical and electrical driving equipment; and
 - iv. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws; and
 - v. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs. Contractor shall not be responsible for alignment when affected by building compression or shifting hoistway enclosures; and
 - vi. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load-weighing equipment, car frame, safety mechanisms, platform, platform

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sub-flooring, elevator car guide shoes, gibs or rollers, signal and operating fixtures including lights, buzzers and gongs in all signal and operating fixtures; and

- vii. Renew all wire ropes as often as is necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables, hoistway and machine room elevator wiring; and
- viii. Shorten and re-shackle hoist cables if stretching of ropes makes this necessary; and
- ix. Contractor shall check the condition and operation of detectors, safety edges and light rays on car at every visit and, if they are inoperative, shall repair them within one business day. If, in Contractor's opinion, the door protection devices are not maintainable, Contractor shall replace them at no cost to County; and
- x. Seismic triggers and/or derailment devices; collision switches; and
- xi. Fire related elevator controls; and
- xii. Except as stated in Section 2(f), Contractor will make corrections and respond to discrepancies identified by the local elevator enforcing authorities.

b. Hydraulic Elevators:

- i. Complete pumping plant, valves, exposed piping, fittings, piston (unless damaged by cylinder failure), packing, tank, heaters and mufflers; and
- ii. If flexible hose and fitting assemblies are used, they shall be changed as required by ASME A17.1 Code or sooner if necessary; and
- iii. Materials and services covered by traction elevators as applicable; and
- iv. Furnish all oil, lubricants, packing and other materials required.

- c. Dumbwaiters:** Materials and services covered by Traction Elevators and Hydraulic Elevators, as applicable.

4. Performance.

- a. General:** Contractor shall maintain original contract feet-per-minute speed and the performances for elevators as indicated under "Basic Performance Requirements" located in Section B(4)(b) below.
 - i. If the actual performance time of the elevator does not meet the times established for elevators in terms of speed and type of control, Contractor shall restore the performance of the elevator to its optimum potential.
 - ii. If, in Contractor's opinion, Equipment is inherently designed so that it cannot meet these criteria, Contractor shall so state, at the initial inspection of Equipment.

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iii. If there are no exceptions taken, performance shall be provided as specified hereinafter in Section B(4)(b).

b. **Basic Performance Requirements:** Electric elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of this Contract.

i. Operating Characteristics:

- a) Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps; and
- b) Full speed riding shall be without swaying or vibration; and
- c) Elevator and door operation shall be quiet; and
- d) Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent; and
- e) Door pressure shall be maintained below 30 pounds in closing.

ii. Group Supervisory Systems: Keep group control systems operating at design criteria for the lifetime of this Contract.

iii. Individual Elevator Performances: Maintain performance requirements as follows:

- a) Maintain accuracy leveling of $\pm \frac{1}{4}$ " for traction elevators under all loading conditions.
- b) Brake-To Brake Times: Based on 12ft floor heights,
 - Gearless elevators: 5.5 to 6.5 seconds
 - Geared elevators: 6.5 to 7.5 seconds
- c) Floor to Floor Times:
 - Hydraulic elevator: 10.0 to 11 seconds
- d) 4. Door Open Times:
 - 3 ft. 6 in door, C/O: 2.0 seconds
 - 3 ft. 6 in door, side open: 2.5 seconds
- e) Door Standing Times
 - Car Call: 3.0 Seconds
 - Hall Call: 4.0 Seconds
- f) Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by California Code, Title 8, Section 3022 d(1).

Special Tests.

- a. Elevators provided with fire service, derailment devices, seismic switches or other special circuitries shall be checked annually to make certain that these devices are operating correctly and as designed. County's Authorized Representative and Contractor shall arrange for mutually acceptable dates to

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perform the tests. The emergency power operation will be tested by County's Authorized Representative and, if elevator system fails, Contractor shall make corrections and retest.

- b. Hydraulic elevators shall have a load test performed during the term of this Agreement or more often if required by applicable law, ordinance or regulation but no less than every five years from the last documented test. The test shall comply with the State of California's Elevator Safety Orders requirements. The report shall conform to the requirements of the State with the test witnessed by County's Representative.
- c. Create a form for each car describing tests and deliver a signed copy to County's Authorized Representative after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

5. Housekeeping.

- a. Within the first three (3) months this Agreement, Contractor shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Cleaning must be on-going and at the following minimum intervals or sooner where conditions warrant.
 - i. Quarterly: Car tops, pits and machine rooms.
 - ii. Semi-Annually: Hoistways and door equipment.
- b. The exterior of the machinery and any other parts of the Equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound. Contractor shall keep the elevator machinery rooms clean.
- c. All debris such as wiping rags, empty oil cans, trash from pits, etc., resulting from this work shall be promptly removed by Contractor.

6. Stock of Materials.

- a. The Contractor shall keep, in each machine room, an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves. Oily rags shall be stored in closed metal containers.
- b. Contractor will have available, onsite or within fifty (50) miles of the project and/or reasonably obtainable within 24 hours:
 - i. One set of motor brushes and holders for each type of hoist motor, when applicable to the installation; and
 - ii. One door operator motor of each type used; and
 - iii. Hanger sheaves for car and hoistway doors; and

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- iv. Two complete door interlocks; and
- v. One set of generator bearings for each type of generator; and
- vi. One set of brake linings for each type of brake; and
- vii. Parts for electronic door protective devices; and
- viii. Power supplies; and
- ix. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator; and
- x. SCR or VFAC drive components; and
- xi. One spare control board of each type installed; and
- xii. Cylinder head packing and pump motor belts, sized to installed equipment.

8. **Wiring Diagrams.** A complete set of all wiring diagrams for the Equipment covered under this Agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the Contractor shall be properly recorded on County's and machine room copies of diagrams including date of change and name of person making same. The wiring diagrams are the property of the County and are to remain in their respective machine room.

9. **Schedules and Records.**

- a. Contractor shall provide a work schedule for each machine room.
- b. Work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by Contractor for the duration of this Contract. However, in no case shall the schedule be less than the minimum requirement of on-site routine servicing man hours indicated in **Exhibit "A"** attached hereto.
- c. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by Contractor.
- d. Schedules posted shall be of the chart type which shall be initialed by the serviceman when each scheduled inspection is performed.
- e. Contractor shall maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the applicable equipment rooms at each location. Contractor's workmen or supervisor shall log in and out of each facility/building on each

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and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor's visits. These logs will remain the property of County.


- f. All forms required for the above schedules, monthly work sheets, call back records and performance reports must be approved by County's Representative.

10. Personnel.

- a. Contractor agrees that all services shall be performed by trained maintenance and repair personnel, directly employed and supervised by the Contractor. All work shall be performed by a journeyman level mechanic as a minimum. Helpers may not work alone but may assist the mechanic as needed. In the event that County becomes dissatisfied with the performance of any persons assigned to perform the services under this Contract, Contractor agrees, upon request from County's Authorized Representative, to assign other qualified personnel to perform these services.
- b. **Employees:** Contractor shall submit, at the commencement of this Contract, a current list including the name, address, Social Security number and proof of bonding for each employee who will perform work under this Contract. Changes in the employment list shall be reported to the County within 24 hours of any change. Said list and changes shall be submitted to the County Facilities 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 the County. The County may request changes to the employee list which Contractor shall not unreasonably refuse to make.
- c. **Bondable:** All employees of Contractor must be bondable under the company name and proof of such employees' bonding shall be submitted as set forth above.
- d. **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.
- e. **Work Requirements:** Each of Contractor's employees that perform 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.
- f. **Language Skills:** All employees and representatives of Contractor must be proficient in the English language and 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.
- g. **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(10)(H) (Replacement of Key Personnel), below.
- h. **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

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the concurrence of County, replace each personnel with personnel of substantially equal ability and qualifications.

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

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

11. Special Provisions.

a. Performance Guarantee:

- i. If an elevator is out of service for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next monthly billing. All repairs shall be prescheduled in writing.
- ii. If Contractor does not respond within the time frames listed in section in section B(11)(b), "Trouble Calls", the following month's billing will be credited in the amount of \$500.00 for each extended trouble call.
- iii. If during 30 consecutive days, County experiences three (3) call backs on the same elevator unit for the same problem, the monthly maintenance cost of that unit will be credited to the next monthly billing.
- iv. No penalty shall be assessed under subsection (i) or (ii) above if damage is caused by vandalism or any other cause except normal wear and tear.

- b. **Trouble Calls.** Call back service shall be furnished upon request at Contractor's expense during regular working hours as listed in section E(1), "Rates". In the event a call back during overtime hours is required, Contractor shall furnish all travel time, expenses and time on the job.

- i. In the event an elevator is shut down with trapped passengers, Contractor will respond within thirty (30) minutes during regular hours, and within one (1) hour during holiday and overtime hours as described in section E(1)(a) "Description of hours".
- ii. In the event an elevator is shut down without trapped passengers, Contractor will respond within two (2) hours at all times.

C. RESPONSIBILITIES OF COUNTY:

- 1. **Information.** County will make available to Contractor all information in County's possession that will be necessary to complete the work required by this Contract. Under the Contract, however, it will remain Contractor's responsibility to gather and verify all necessary data.
- 2. **Invoicing.** County will pay invoices submitted in conformance with the Contract in the manner specified in the Payment Provision of this Contract, but no more than once per month. Contractor shall not be allowed to pick up checks. Checks will be sent via US Mail to the address designated by Contractor.

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D. POINTS OF CONTACT; AUTHORIZED REPRESENTATIVES.

1. The County's points of contact for this Contract and its Authorized Representatives are:

Lead Engineer Jay Humiston	(925) 383-7818
Facilities Supervisor Doug Parker	(925) 313-7052
Facilities Manager Roland Hindsman	(925) 313-7052
Materials Supervisor Stan Burton	(925) 313-7077
Facilities Accounting Ann Kretz	(925) 313-7024

2. Contractor's point of contact is:

Ivan Werblow	(707) 745-1380
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3. **Changes to Authorized Representatives.** County and Contractor may change their respective points of contact and Authorized Representative by providing 30 days advance written notice to the other.

E. RATES; INVOICING AND PAYMENT

1. **Rates.** Contractor shall charge County elevator maintenance and repair services at the rates set forth in the table below. The hourly rates for maintenance and repair services are inclusive and Contractor will not be compensated separately for travel charges, trip charges or fuel surcharges. Hourly charges start at the time Contractor arrives at the work location and end when Contractor leaves a work location. All maintenance work will be performed at 2311 Loveridge Road in Pittsburg during regular hours.

a. Description of hours.

Regular hours	Monday thru Friday 8:00 am – 5:00 pm
Holidays	County recognized holidays, 12:01 am – 11:59 pm
Overtime hours (after hours)	Monday thru Friday 5:00 pm – 8:00 am Saturday & Sunday 12:01 am – 11:59 pm
Team hours	Two or more mechanics working together

b. Rates.

Monthly maintenance, Units #1, #2 and #3	\$245.00 per unit, per month
Monthly maintenance, Unit #4	\$165.00 per unit, per month
Repairs, (non-maintenance) regular hours	\$190.00 per mechanic hour \$325.00 per team hour
Holiday repair	\$357.00 per mechanic hour \$473.00 per team hour
Overtime repair	\$228.00 per mechanic hour \$391.00 per team hour

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2. **Invoicing.** After the completion of maintenance and repair services, Contractor shall provide the County with an invoice for the work performed in accordance with the Payment Provisions of this Contract and the rates provided in Section E(1) above. Each invoice shall include a brief description of the services rendered.

Each original invoice is to be submitted to:

County of Contra Costa
Public Works Facilities Maintenance
2467 Water bird Way
Martinez CA 94553

3. **Payment.** County will pay invoices submitted in conformance with this Contract in the manner specified in the Payment Provisions of this Contract, but no more than once per month. Checks will be sent via U.S. mail to the address designated by Contractor.

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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**. 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."

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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.


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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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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,


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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.

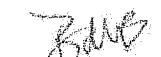
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole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


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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


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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.


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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.



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EXHIBIT "A"
SCHEDULE OF EQUIPMENT AND FREQUENCY OF SERVICE
(MINIMUM ROUTINE SERVICE)

BUILDING LOCATION	EQUIPMENT TYPE	EQUIPMENT UNIT NUMBER	MINIMUM FREQUENCY	MINIMUM HOURS PER VISIT
2311 Loveridge Road	Geared traction	#1, #2 & #3	MONTHLY	3 HOURS
2311 Loveridge Road	Hydraulic	#4	MONTHLY	1 HOUR