

STANDARD CONTRACT  
(Purchase of Services – Long Form)

Number:  
Fund/Org: 7365  
Account: 2310  
Other: 6x9E30

1. **Contract Identification.**

Department: Public Works

Subject: Sanitation District No. 6 Wastewater Treatment Plant Operation and Maintenance

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: Valley Operators LLC

Capacity: California Limited Liability Company

Address: 390 Noni Avenue, Escalon, CA 95320

3. **Term.** The effective date of this Contract is October 1, 2014. It terminates on September 30, 2017 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed

\$ 175,000.00.

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.

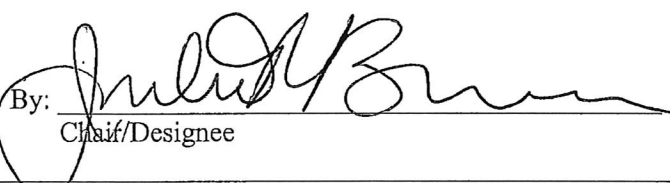
**STANDARD CONTRACT**  
**(Purchase of Services – Long Form)**

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

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**

Signature A Name of business entity: Valley Operators LLC, a California Company	Signature B Name of business entity: Valley Operators LLC, a California Company
By:  (Signature of individual or officer)	By:  (Signature of individual or officer)
<u>CASEY ALAN WICHERT, President</u> (Print name and title A, if applicable)	<u>Lynne R. Wichert, CFO</u> (Print name and title B, if applicable)

**Note to Contractor:** For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS  
(Purchase of Services – Long Form)

Number:

ACKNOWLEDGMENT

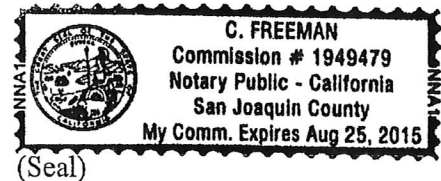
STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA )

On this 27<sup>th</sup> of July 2014 (date),  
before me, C. Freeman (name of Notary),  
personally appeared Lynne R. Wichert and Casey Alan Wichert  
(name(s) and title(s) of the officer(s)), 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.

C. Freeman  
Signature



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

APPROVALS

RECOMMENDED BY DEPARTMENT

By: [Signature]  
Designee

FORM APPROVED  
COUNTY COUNSEL

By: [Signature]  
Deputy County Counsel  
Eric Gekron

APPROVED: COUNTY ADMINISTRATOR

By: [Signature]  
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 set forth in Article II (Payment Provisions) 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 OUTLINE  
(Purchase of Services - Long Form)

Number

SERVICE PLAN

For good and valuable consideration received from Contra Costa County, on behalf of Sanitation District No. 6 Stonehurst (SD-6), Contractor agrees to provide operation and maintenance services for SD-6. The facility at which the Contractor will be performing services is remote from available County employee resources and the County's economic interests are served by using Contractor for the services described herein.

I. MAINTENANCE AND OPERATIONS SERVICES

A. General Responsibilities. Contractor will conduct the following routine scheduled work throughout the term of this Contract, Monday through Friday between the hours of 7:00 AM and 5:00 PM, except holidays, unless previously approved by County, or as otherwise specified. Contractor will equip itself with all tools, supplies, equipment and parts necessary to perform the routine services and tasks specified below. The Operations & Maintenance manual or appropriate reference file should be used for specific job duties. Record keeping in the provided operations log book, and equipment record files are part of performing the scheduled work. All samples collected are to be transported utilizing correct chain-of-custody protocols to a certified laboratory testing facility. Contractor will submit results of analytical tests on a monthly basis to the Contra Costa County Public Works Department, located at 255 Glacier Drive, Martinez, CA 94553 ATTN: Special Districts Manager, and the Regional Water Quality Control Board (RWQCB).

B. Weekly Routine Work. Contractor will perform the following weekly routine services once a week:

- 1) At Facility, inside shack:
  - a. Log-in in plant log book: date, time, name and activities that will be done that day.
  - b. Record hour meter readings from control panels inside shack on clipboard log for each of the following:
    - i. Recirculation tank 1, pumps 1,2 & 3;
    - ii. Recirculation tank 2, pumps 1,2 & 3;
    - iii. Ultraviolet (UV) pumps 1 & 2;
    - iv. Final effluent pumps 1 & 2;
    - v. UV lamp control panel hour meter and lamp intensity meter reading; and
    - vi. Record final effluent flow readings using one of the following methods, at Public Works staff discretion:
      1. Read final effluent flow meter; or
      2. Calculate the final effluent flow using pump run time reading and effluent pumps reading, rated at gallons per minute.
  - c. Calculate pump run time hours since rounds last made and verify all pumps have been running normally.
  - d. Check control panel operating status.
  - e. Inspect UV lamp tank for normal operation.
  - f. Check alarm auto dialer for ready/normal status.
  - g. Review scheduled duties list & perform, if necessary.
- 2) At Facility, outside equipment:
  - a. Check Recirculation tanks 1 & 2 for proper operation.

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- i. Verify influent flow is split evenly between tanks 1 & 2
  - ii. Check "Mickey Mouse" diverter valves for normal operation
  - iii. Check Recirculation pump basins for level, pump operation and to ensure screens are unplugged
- b. Inspect filters for abnormal sounds, wet spots, etc.
- c. Inspect UV pump basins.
  - i. Check lever for normal
  - ii. Verify "Mickey Mouse" valves operating normally in basin
- d. Check final effluent (FE) pump tank level probe basin and record:
  - i. Level normal
  - ii. Water quality
- e. Check FE pump basin for pump operation.
- f. Check FE discharge equipment valve.
  - i. Record FE discharge line pressure on clip board log.
  - ii. Inspect equipment to ensure normal operation.
- g. Do odor patrol around the yard. Correct any problems.

3) At Pumping Station:

- a. Record hour meter readings for pumps 1 & 2 and check control panel status. Verify that the pump run time is normal.
- b. Check the alarm auto dialer and ensure that it is armed and ready.
- c. Pull manhole cover to visually check level and inside equipment for normal operation.
- d. Do odor patrol and verify that none is present.

4) At dosing tank for leach fields:

- a. Lift cover on left and inspect for normal level.
- b. Check water quality.
- c. Check counter for siphons and record reading.

5) Flush recirculating gravel filters distribution piping to remove solids.

6) Log Book Entries:

- a. Before leaving, log all work done, any abnormal observations, and time leaving the Facility.
- b. Turn off light for UV shack before locking up.
- c. All gates must be locked when leaving, both at plant and at dose field road.

C. Monthly Routine Work. Contractor will perform the following monthly routine services once a month:

- 1) Dose UV pump basins with bleach.
- 2) Record inventory of operating supplies necessary for routine duties and notify County representative if additional supplies are needed.
- 3) Prepare/submit a monthly self-monitoring report of required data (lab results, flow data chart, etc.) to the County representative and RWQCB.
- 4) Verify UV lamp tank flow control valve setting.
- 5) Pull recirculation tank pumps and screens to clean off biological growth. Wipe down floats and pump basin side walls. Frequencies of doing this task can be adjusted based on the time it takes for screen build up to restrict free flow of water into the pump basin.

D. Quarterly Routine Work. Contractor will perform the following monthly routine services once a quarter:

- 1) Collect groundwater samples from five (5) groundwater monitoring wells located in leach fields.

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- 2) Inspect five to ten (5-10) leach field inspection ports for standing water. Check ground for surface dampness during the port inspections.
- 3) Collect quarterly samples of influent and effluent at treatment plant and take to lab.
- 4) Perform surface water monitoring at four (4) creek locations.

E. Every 6 Months Routine Work. Contractor will perform the following services once every six months:

- 1) Verify the accuracy of the final effluent flow meter by administering a volumetric pump test.

F. Yearly Routine Work. Contractor will perform the following services once a year:

- 1) Test collection systems air relief valve operation and clean internal screen if necessary. Replace carbon cartridges in vented covers for relief valve vaults.
- 2) Wash down tank and pump basin manhole walls and covers with hose and brush:
  - a. Recirculation pump basins
  - b. UV pump basins
  - c. Recirculation tank access hatches
  - d. Final effluent tank-level float access riser and pump basin
- 3) Drain and flush final effluent line between the plant and drain fields.
- 4) Check calibration of UV lamp intensity meter.
- 5) Pull the pumps to scrub down pump basin and pump out debris.
- 6) Replace UV lamps and O-rings.
- 7) Take on hand inventory of spare parts and ask County representative to order needed items.

G. Every 2 Years Routine Work. Every two years Contractor will check the condition of the "Mickey Mouse" diverter valve balls.

H. Plant Maintenance. Contractor will periodically perform the following services on an as-needed basis:

- 1) Keep filtration beds free of weeds by regularly weeding. Conduct periodic weeding of grounds.
- 2) Maintain plant and grounds in clean and sanitary condition. Dispose of any on-site trash or debris.
- 3) Recognize when pumps need repair and make minor repairs and adjustments of plant equipment.
- 4) Conduct other duties as required to ensure the smooth running operation of the Sanitation District.

I. Sewer Maintenance. Contractor will:

- 1) Respond to sewer calls and complaints. Contact appropriate sewer contractor. Obtain confirmation of arrival time. Do final check after repair is completed.
- 2) As USA Notifications are received, contractor is to review and mark project areas in accordance with the USA North Color Code Procedures.

J. Emergencies. Contractor will report all emergencies to County within 24 hours of the occurrence.

## II. PAYMENT PROVISIONS

County will pay Contractor for services at the rates set forth below. These rates shall remain in effect for the duration of this Contract.

A. Rate. A monthly rate of \$3,800.00 for the operation and maintenance services as set forth in Article I of this Service Plan. The rate for any incidental work will be \$95.00 per hour.

B. Expenses. Contractor shall not make any expenditure in excess of routine repair or maintenance without approval by County Staff. All items reimbursed by the County will be considered County property.

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C. Reimbursables. The Rate for reimbursables will be paid according to the chart below:

Mileage	Included in the rate per hour and not separately reimbursed
Parking Toll	At cost with original receipt
Parts	At cost with original receipt
Chemicals for Facility	At cost with original receipt
Travel/Hotel/Food	Non-Reimbursable items
Postage/Express Mail	Included in the rate per hour and not separately reimbursed
Photo Copy	Included in the rate per hour and not separately reimbursed

D. Invoices. Invoices shall be submitted on a monthly basis, within 30 days of the previous month. Invoices shall be sent to Contra Costa County Public Works, 255 Glacier Drive, Martinez, CA 94553, Attn: Special Districts, by the end of each calendar month. Checks will be mailed to address provided by Contractor and are not available for pick-up.

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SPECIAL CONDITIONS  
(Purchase of Services - Long Form)

Contractor and County agree that the following Special Conditions are part of this Contract:

1. Assignment. County may assign all of its rights and obligations under this Contract to another public agency or public entity at any time without the consent of Contractor. County will provide Contractor notice of its intention to assign its rights and obligations under this Contract at least five days prior to the effective date of such assignment. Contractor agrees to cooperate and execute any documents necessary to effect an assignment by County, including without limitation, an assignment and assumption agreement. This Contract is binding on County's permitted assignees.

**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 total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended 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 total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, 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.

  
Contractor

  
County Dept.



**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.

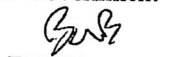
**12. No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the 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. Contractor is not a County employee. This Contract does not give Contractor any right 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

  
Contractor

  
County Dept.



**GENERAL CONDITIONS**  
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Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, 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. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, 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 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 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

  
Contractor

  
County Dept.

**GENERAL CONDITIONS**  
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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. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. 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.

- 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.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in 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, notice of intention to cancel, notice of lapse of coverage, 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
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 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

  
Contractor

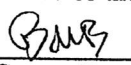
  
County Dept.

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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, Rights in Data, and Works Made for Hire.** 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. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, 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

  
Contractor

  
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contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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.

as SN  
Contractor

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County Dept.