

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: C46015
Fund/Org: As Coded
Account:
Other:

1. **Contract Identification.**

Department: Conservation and Development

Subject: Implementation of Housing Related Park Program funds at Bay Point Regional Shoreline Harrier Trail Improvement

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: East Bay Regional Park District

Capacity: Regional Parks District

Address: 2950 Peralta Oaks Ct, Oakland, CA 94605

3. **Term.** The effective date of this Contract is September 1, 2017. It terminates on August 31, 2018 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 78,825.

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.

Design, engineering, permitting and construction management of the Harrier Trail improvement at Bay Point Regional Shoreline.

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

California Government Code Section 31000

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

COUNTY OF CONTRA COSTA, CALIFORNIA

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

Signature A Name of business entity: East Bay Regional Park District By: _____ (Signature of individual or officer) _____ (Print name and title A, if applicable)	Signature B Name of business entity: East Bay Regional Park District By: _____ (Signature of individual or officer) _____ (Print name and title B, if applicable.)
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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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

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

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

SERVICE PLAN

Contra Costa County has entered into an agreement with the State of California to receive \$162,675 for the Housing Related Parks Program (the “State Contract”), a copy of which is attached as Attachment B. The work to be performed under this contract is one of two projects funded by the State Contract.

The Contractor is responsible for implementing the portion of the work under State Contract for the Harrier Trail at the Bay Point Regional Shoreline, which is located at the end of McAvoy Rd, Bay Point, California (the “Park Site”). The improvements to be implemented at the Park Site by the Contractor include the design, engineering, and permitting of the Harrier Trail, consistent with the following budget:

Project Element	Housing Related Park Program Funds Allocated
Design, Engineering, Permitting, and Construction Management	\$78,825
Total	\$78,825

The Contractor is responsible for complying with applicable provisions of the State Contract, including records maintenance, availability of records for audit and prevailing wage requirements.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Subcontract and Assignment. Paragraph 13 (Subcontract and Assignment) of the General Conditions is hereby deleted in its entirety.

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

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 specified under the Service Plan and Attachment A. County will pay for Contractor's allowable costs that are actually incurred up to the Payment Limit.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

Attachment A – Payment Provisions

The County will reimburse Contractor for actual costs incurred in making the improvements described in the Service Plan. Contractor must submit an invoice and supporting documentation to the County to receive reimbursement. Upon receipt of the invoice and the supporting documentation, Staff will review the request and supporting documentation to ensure it is consistent with the Service Plan and HRPP requirements prior to approval.

The following are examples of the type of supporting documentation to be included with the invoice:

- Itemized invoices and/or receipts for products or services related to the work performed under the Service Plan.
- If staff time is included, the number of hours and the hourly rate must be included. (Note: construction contractor rates must be consistent with Prevailing Wage requirements.)
- In-house payroll records.