

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

1. **Contract Identification.**

Department: Public Works

Subject: Real Estate Planning Consultant Services

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: Dahlin Group, Inc.

Capacity: California Corporation

Address: 5865 Owens Drive, Pleasanton, CA 94588

3. **Term.** The effective date of this Contract is September 1, 2018. It terminates on August 31, 2020 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 220,000.

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.

See the attached Service Plan Outline.

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:
§3100. Employment of special services and advice; Payment for services; Monetary limit on contracts.

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
---	--

CONTRACTOR

Signature A Name of business entity: DAHLIN GROUP, INC., a California Corporation By: _____ (Signature of individual or officer) _____ (Print name and title A, if applicable)	Signature B Name of business entity: DAHLIN GROUP, INC., a California Corporation By: _____ (Signature of individual or officer) _____ (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

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

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: Kathleen M. Andrews
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

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 defined in Section III 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.

Initials: _____
Contractor County Dept.

I. CONTRACTOR'S OBLIGATIONS: During the term of this Contract, Contractor shall complete the following planning services and tasks

- 1. 1700 Oak Park Boulevard and 1750 Oak Park Boulevard** –Contractor shall work with the County Staff in a cooperative process with the City of Pleasant Hill (the "City") and the Pleasant Hill Recreation and Park District (the "Park District") to prepare a Specific Plan for the County Oak Park properties that integrates and coordinates land use, circulation, infrastructure, design and development standards, and project phasing. Contemplated uses for this property are community park on the north half, and City Community Library on the south half. The City and Park District or their respective consultants will provide the Contractor with graphics and text for the Contractor to compile the material provided into one graphic.
- 2. 1750 Oak Park Boulevard**– Contractor shall assist County staff and consultants in preparing a General Plan Amendment to re-designate the property from its current Semi-Public/Institutional use to a viable residential land use consistent with current market studies to be performed by County consultants. Land use applications will also include a rezoning of the property to Planned Unit Development (PUD), a vesting Tentative Map, architectural review permit, a Specific Plan for the County Oak Park properties, and a lot line adjustment(s), if necessary.

A. Task 1 - Conceptual Planning
Alternative Plan Concepts, Preferred Concept Plan and Imagery

1. Contractor's Civil Engineer (BKF) shall provide an AutoCAD base map for each site that includes elements such as the regional road alignments, topography, easements, adjacent uses, existing utilities, ownership parcels, etc. The base plan will also illustrate all easements and right of ways, significant trees, and any other physical constraints for use in the design of the Concept Plans. BKF will provide a scalable aerial photograph. The base map for the sites will be provided to County in an electronic format one (1) week prior to meeting with County staff.
2. County will assist in providing Contractor with record drawings, utility block maps, and studies related to the areas infrastructure (water, wastewater, stormwater/drainage, electrical, gas, communication, etc.). County will also assist in providing Contractor with existing utility capacity analysis reports and studies (including flood plain) and contact information for utility providers subsequent to County's discussion and review of the Alternative Concept Plans. The Alternative Concept Plans for the sites will be provided to County in an electronic format on or before February 1, 2016.
3. Contractor shall review the flood plain issues with the County Flood Control staff. The level of effort for this scope assumes that the flood plain is well documented and that no flood plain study is needed to determine development impact; and also modeling of flood plain system or displacement analyses are not included in the base level of effort.
4. Contractor shall work with County and Keyser Marston's market data to prepare two (2) alternative concept plans for each of the three (3) sites using the base map provided by BKF. The Alternative Concept Plans will include "big idea" elements that define and establish the vision for the physical plan and will include information such as access and main circulation, focal points, initial density and land uses as well as other unique features that give each plan its individual character. Contractor will meet with County and the rest of the Contractor's team to discuss the merits of each plan.

Initials: _____
Contractor

County Dept.

5. Contractor shall produce a Preferred Concept Plan. The Preferred Concept Plan will be submitted to County as an aerial photo in color for context. The Preferred Concept Plan for the sites will also be provided to County in an electronic format.
6. Contractor shall meet with County to review the Preferred Concept Plan, which will include one round of modifications, if so requested by County. If any modifications are made, the final Preferred Concept Plan will be provided to County in an electronic format.

B. Task 2 – PREPARATION OF CITY APPLICATIONS

General Plan Amendment, PUD Rezoning Application, and Concept Plans.

1. Contractor shall prepare lot merger/lot line adjustment application to rationalize the current parcel boundaries.
2. Contractor shall prepare a Site Assessment Report to identify all applicable constraints, regulations, development standards, easements, ownership interests, etc.
3. Based on the Preferred Concept plans, Contractor, along with BKF, shall prepare PUD documentation including the following:
 - a. The distribution, location and extent of the uses of land, including open space, within the area covered by the plan.
 - b. The proposed distribution and location of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other facilities proposed to be located in the area covered by the plan and needed to support the land uses described in the plan.
 - c. Standards and criteria by which development will proceed, and standards for conservation, development and utilization of natural resources including geological features, where applicable.
 - d. A land use regulation schedule defining the permitted, conditional, temporary and accessory uses.
 - e. A development regulation schedule establishing the physical standards for development including, but not limited to, setbacks, building heights, building coverage, and floor area ratios.
 - f. Concept Design for all landscaped areas, buildings and structures depicting tree patterns, areas of planting and hardscape (does not include detailed landscape plan).
 - g. A statement of the relationship of the proposed rezoning to the General Plan.
4. Based on the mutually agreed upon program, Contractor will prepare schematic architectural design studies of floor plans, and exterior elevations that delineate the basic shape, structure, size, and character of the proposed buildings for presentation to County. The design program as agreed upon (subject to change) is:
 - a. 34 Single Family Detached Units:
 1. Plan One: Two story, 2898 square feet, 4 bedrooms, 3 baths on a flat pad 48' x 80' lot.
 2. Plan Two: Two story, 3,064 square feet, 4 bedrooms, 3.5 baths on a flat pad 48' x 80' lot.
 3. Plan Three: Two story, 3,183 square feet, 4 bedrooms, 3.5 baths on a flat pad 48 x 80' lot.
 4. Plan Four: Two story, 3,363 square feet, 4 bedrooms, 4.5 baths on a flat pad 54' x 80' lot.

Initials: _____
Contractor

County Dept.

- b. Three (3) elevations per floor plan.
5. The PROJECT will consist of approximately 34 lots.
- a. Schematic Design drawings to include the following:
 - 1. Floor plans.
 - 2. Front elevations for all elevation styles.
 - 3. Sides and rear elevations for one elevation style per plan.
 - b. If at this phase County desires floor plan and/or elevation flexibility to be a part of the architectural program, the designs of these "flex options" shall occur concurrently with the schematic architectural designs. Additional fees for the flex option work will be determined based on the scope of the flex options.
 - c. Contractor will attend up to two (2) meetings with County in this phase.
6. Contractor shall prepare Design Guidelines/criteria for the proposed development for Architectural Review Commission in conjunction with the PUD Concept Plan(s). The Design Guidelines establish the character of the urban design features, architecture and landscape as well as the level of detail and quality of the architecture expected. There will be flexibility built into the requirements to allow for individual creativity within the established framework. Design character will be guided through encouraged or discouraged elements and examples. This document will be illustrated with photos.
7. Contractor shall prepare related graphics and visual simulations illustrating the proposed land use concept:
- a. With County's written approval of the schematic plan and elevation designs, Contractor will prepare (11x17 format if requested or appropriate format) the following plan and elevation drawings for submittal to City's Planning Department for Design Review:
 - 1. Updated Illustrative Plan, if required.
 - 2. Floor (building) plans at 1/4" scale (black and white).
 - 3. Front elevations at 1/4" scale with one (1) set of elevations of all sides and rear of each floor plan at 1/8" scale (black and white).
 - 4. One (1) colored streetscape showing a representation of the front elevations for the PROJECT. (Streetscape should include each plan type and one elevation of each style).
 - b. Color Selections and Material Boards – Contractor will select approximately 2-3 color schemes per elevation style including paint, trim, accent colors, roofing materials and prepare three (3) sets of color and material boards.
 - c. No colored presentations of the above drawings (other than the colored streetscape) are included. Colored presentations of the above drawings can be prepared at the written request of County and invoiced as Additional Services.
 - d. Landscape architecture design and submittals are not included in Contractor's Scope of Services and will be provided separately by County. If requested by County in writing, Contractor will

Initials: _____
Contractor

County Dept.

coordinate the services of a Landscape Architect, and County will reimburse fees for these services to Contractor as a Reimbursable Expense per the terms of this Agreement.

8. Design Review Presentations and Revisions:
 - a. All presentations to, and meetings with, City's planning staff, design review board, Planning Commission, City Council and neighborhood groups will be attended by Contractor as requested by the County.
 - b. Revisions and changes to the plans and elevations as required by the City design review process will be provided by Contractor upon written approval of the County prior to the start of Design Development.
9. Contractor shall prepare conceptual grading/drainage/improvement plans in coordination with the preferred land use concept plan(s).
10. Contractor shall provide technical support for KMA & Associates as they complete their economic analysis and marketing studies.
11. Contractor shall prepare GPA for Site 3 including text and graphics to support the City's General Plan Amendment.
12. Contractor shall prepare proposal(s) for addressing City Affordable Housing objectives as set forth in the adopted Housing Element of the General Plan and the City Zoning Ordinance. Site Plan modifications, adaptation of development regulations or new policy approaches might be required to adequately satisfy these requirements. As a part of this scope, it is understood that Contractor will assist in the research and in finding the right implementation strategy for the project. Since the project has not been defined as yet, nor has there been consultation with the City regarding the Housing Element, the scope and the budget anticipates working within the confines of the Housing Element and does not involve any amendments or changes to the actual policy.

C. Meetings, Public Outreach, and Hearings

Contractor shall do the following:

1. Attend meetings with County staff (approx. 5 meetings).
2. Attend internal team meetings as required.
3. Conduct three (3) public outreach meetings as designated by the County, with appropriate displays/graphics to illustrate the proposal(s).
4. Develop a public website with appropriate project graphics and data to be used as an outreach tool.
5. Prepare individual presentation of proposals with appropriate displays/graphics at the City of Pleasant Hill Architectural Review Commission, the Planning Commission, and the City Council.

Initials: _____
Contractor

County Dept.

II. PAYMENT PROVISIONS

1. 2018 RATE SCHEDULE

Founder	\$250.00
President	\$235.00
Vice President / Design Director	\$235.00
Senior Principal	\$210.00
Principal	\$190.00
Director	\$190.00
Senior Associate	\$180.00
Associate	\$170.00
Senior Architect, Senior Project Manager, Senior Planner, Senior Designer	\$160.00
Architect, Project Manager, Designer	\$130.00
Planning Project Manager, Digital Graphics Manager	\$130.00
Senior Graphic Artist	\$130.00
Job Captain. Designer/Drafter III, Planner III, Graphic Artist III	\$115.00
Designer/Drafter II, Planner II, Graphic Artist II	\$104.00
Designer/Drafter I, Planner I, Graphic Artist I	\$94.00
Intern, Clerical, and Corporate Administrator	\$65.00

2. Reimbursable Expenses

- a. Printing and reproduction, other than prints for County's review and approval.
- b. Photography and photographic reproductions.
- c. Travel by auto (per mile) expenses and mileage per current IRS rate.
- d. Delivery services and Express Mail/Federal Express.
- e. Subcontractors, printing services, graphic materials, additional vendors billable at 1.15 of total cost.
- f. Government permits and plan check fees.
- g. Website hosting fees.

3. Reimbursable Costs

Computer Plotting (Grayscale) (24" x 36" sheet – bond))	\$7.26 / Sheet
Computer Plotting (Grayscale) (30" x 42" sheet – bond)	\$10.59 / Sheet
Computer Plotting (Color) (8.5" x 11" sheet) Standard Paper	\$.65 / Sheet
(8.5" x 11" sheet) Heavy Matte Paper	\$.85 / Sheet
(11" x 17" sheet) Standard Paper	\$2.10 / Sheet
(11" x 17" sheet) Heavy Matte Paper	\$2.50 / Sheet
Oversize Computer Plotting (Color)	\$4.00 / sq. ft.

Initials: _____

Contractor

County Dept.

Oversize Grayscale Plotting on Bond Paper (Finished Graphics, rendering).	\$2.75 / sq. ft
Oversize Grayscale Plotting on Vellum	\$2.93 / sq. ft.
Line Print for Graphics (Black and white line print on special paper that accepts marker)	\$2.00 / sq. ft.
Consultant fees, additional vendors, outside services, printing, graphic materials, telephone, and similar project related expenses:	1.15 x billing.
Expert Witness rate at 3x Billable Rate.	3 x Billable Rate
Travel time at Basic Hourly Rate. Travel mileage beyond the San Francisco Bay Area, which is defined as Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties and City of San Francisco	Per IRS Current Rate

4. Invoices

- a. In consideration for the performance of services under this Contract, County shall compensate Contractor at the rates specified in section II.1, above, but in no event shall County compensate Contractor more than \$220,000.00 to complete the services specified in this Contract. In addition to paying for Contractor's service, County shall reimburse Contractor for all reasonable expenses; provided that, before incurring expenses of more than \$10,000.00, Contractor shall first obtain approval from County. Such reimbursement is part of the \$220,000 cap on amounts paid to the Contractor under this Contract.
- b. Work authorized by County other than that listed in Tasks 1 and 2 shall be considered Additional Services and shall be paid hourly according to the Rate Schedule above, but in no event will compensation for work performed pursuant to this Contract exceed \$220,000.
- c. Contractor may request an increase in the foregoing rates, on an annual basis, in September of each calendar year during the term of this Contract, beginning with September 2019. Contractor shall provide County with at least 30 days advance written notice of a proposed increase. The requested change will be presented to the Board of Supervisors for approval and, if approved, a new, dated Section II will be appended to this Service Plan to replace the superseded Section II. An increase in rates will not result in any increase in the Payment Limit specified in Section (Payment Limit) of this Contract.
- d. The 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. Contractor will not be allowed to pick up checks. Checks will be sent via U.S. Mail to the address designated by Contractor.

Invoices must include an invoice number, date of invoice, reference the time period of when services were performed, specify classification, hours, rates and applicable Task number/Additional Services.

Initials: _____
Contractor

County Dept.

**SPECIAL CONDITIONS
(Purchase of Services - Long Form)**

1. **Section 18 (Indemnification)** of the General Conditions is hereby amended to read as follows:

"Contractor shall 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 (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder to the extent such Liability is caused by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control and will make good to and reimburse the County for any expenditures, including reasonable attorney's fees and costs, the County may make by reason of such matters. This provision will survive the expiration or termination of this Contract."

Initials: _____
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

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

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

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

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

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

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

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

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the 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, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, 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

Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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, 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

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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. 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.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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 Contactor 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 expends \$750,000 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 Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

- d. With respect to the audits specified in sections (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.
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.