

**CONTRACT AMENDMENT AGREEMENT
(Purchase of Services – Long Form)**

Number: F4619000
Fund/Org: 7473
Account: 2310
Other: 6X9E71

1. **Identification of Contract to be Amended.**

Number: F4619000

Effective Date: September 1, 2017

Department: Public Works

Subject: On-Call Water Treatment Facility Operation and Maintenance Services for CSA M-28

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: 1211 Como Drive, Manteca, CA 95337

3. **Amendment Date.** The effective date of this Contract Amendment Agreement is April 1, 2019.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the “Amendment Specifications” attached hereto which are incorporated herein by reference.

5. **Signatures.** These signatures attest the parties’ agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

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

<p>Signature A Name of business entity: Valley Operators LLC, a California Limited Liability Company</p> <p>By: _____ (Signature of individual or officer)</p> <p>_____ (Print name and title A, if applicable)</p>	<p>Signature B Name of business entity: Valley Operators LLC, a California Limited Liability Company</p> <p>By: _____ (Signature of individual or officer)</p> <p>_____ (Print name and title B, if applicable)</p>
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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.

AMENDMENT SPECIFICATIONS

(Administrative) Amendment No. 1

Valley Operators LLC
(September 1, 2017 – December 31, 2021)

Due to a greater than anticipated need of Contractor’s services, and County’s need for additional Contractor services, for good and valuable consideration, in exchange for the mutual promises set forth in this Amendment No. 1, County and Contractor hereby amend the Contract as follows:

1. The Term set forth in Section 3 (Term) of the Contract is hereby extended from August 31, 2020 to December 31, 2021.
2. Section 4 (Payment Limit) of the Agreement is hereby amended by increasing the payment limit by \$100,000 from \$100,000 to a new Payment Limit of \$200,000.
3. Section I (DESCRIPTION OF SERVICES) of the Service Plan is hereby deleted in its entirety and replaced with the following:

“ I. DESCRIPTION OF SERVICES

“Contractor will provide on-call operation and maintenance services for the water treatment facility located at Willow Mobile Home Park, 3656 Willow Road, Bethel Island, CA 94511 and the well system at the Orin Allen Youth Rehabilitation Facility, 4491 Bixler Road, Byron (Facilities) as requested by the Contra Costa County Public Works Department (Dept.) (the “Services”). The Facilities at which Contractor will be performing the Services are remote from available County employee resources and the County’s economic interests are served by using the Contractor for the Services described herein.”

4. Section II (DEPARTMENT CONTACT INFORMATION / NOTICES) of the Service Plan is hereby deleted in its entirety and replaced with the following:

“ II. DEPARTMENT CONTACT INFORMATION / NOTICES

“Contractor will send all notices, reports, and correspondence to:

Contra Costa County Public Works Department
Attention: Special Districts
255 Glacier Drive
Martinez, CA 94553

The points of contract during this Contract are as follows (listed in call out order in the event of an emergency:

For County:

Jessi Duffy, Senior Engineering Technician

(925) 313-2286 (work)

Initials: _____
Contractor County Dept.

Amendment No. 1

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AMENDMENT SPECIFICATIONS

(Administrative) Amendment No. 1

Carl Roner, Senior Civil Engineer	(925) 313-2213 (work) (925) 723-2105 (cell)
Slava Gospodchikov, Engineering Services Division Manager	(925) 313-2316 (work)
Jay Humiston, Orin Allen Youth Rehabilitation Facility	(925) 383-7818 (work)
<u>For Contractor:</u>	
Casey Wichert, Operator/President	(866) 684-2755 (work) (209) 483-5525 (cell)
Jacquelyn Parsons, Operator	(925) 354-3234 (cell)''

5. Section III (AUTHORIZED REPRESENTATIVES) of the Service Plan is hereby deleted in its entirety and replaced with the following:

“ III. AUTHORIZED REPRESENTATIVES

“County’s Contract Administrator for this Contract is Carl Roner, Senior Civil Engineer. Contractor’s Contract Administrator for this Contract is Casey Wichert, President of Valley Operators LLC. During the term of this Contract, the individuals listed below are authorized to execute task orders (each, an “Authorized Representative”).

A. Authorized Representative on behalf of the Dept.

1. Any Public Works Dept. Deputy Director
2. Slava Gospodchikov, Engineering Services Division Manager

B. Authorized Representative on behalf of the Contractor

Casey Wichert, President of Valley Operators LLC”

6. Section V (SCOPE OF SERVICES) of the Service Plan is hereby deleted in its entirety and replaced with the following:

“ V. SCOPE OF SERVICES

- A. Contractor shall conduct all Services according to current, applicable laws, regulations, guidelines, protocols, industry standards, and other applicable requirements. Task Orders will detail specific services required.
- B. Contractor will equip itself with all tools, supplies, equipment, and parts necessary to perform Services as specified in a Task Order. These Services may include, but are not limited to:
 1. Monitoring, troubleshooting, and testing all components, instruments, machines, and systems comprising the Facilities; diagnosing potential problems; identifying necessary repairs; identifying minor electrical repairs; and submitting timely repair requests. Contractor will inform County as soon as possible of any potential, suspected, or actual problems with the Facilities. In the case of an emergency, Contractor will inform County of any problems by telephone upon learning of them;

Initials: _____
Contractor County Dept.

Amendment No. 1

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AMENDMENT SPECIFICATIONS

(Administrative) Amendment No. 1

- 2. Assisting with equipment selection and installation;
- 3. Inputting readings from instruments on the provided data log;
- 4. Checking and filling all chemical storage tanks;
- 5. Submitting requests for County-approved chemicals needed for operation to County for ordering;
- 6. Testing chlorine and pH levels;
- 7. Checking and maintaining all well pumps, high-speed booster pumps and injection pumps;
- 8. Performing sampling of the water at the Facilities, coordinating with a County-approved laboratory to perform all required lab testing, and transporting samples to the County-approved laboratory using appropriate chain of custody and preservation protocol. Summarize and submit laboratory results to County. The County-approved laboratory is:
 - Cerco Analytical
 - 100 Willow Pass Court
 - Concord, CA 94520
 - Telephone: (925) 462-2771
- 9. Changing pre-filters; and
- 10. Calibrating instruments;

- C. Contractor will assist County staff and County designated consultants with work related to capital projects in County Service Area M-28 as specified in a Task Order. Typical Contractor services related to capital project will include, but are not limited to: assisting with operational challenges, equipment and system efficiency upgrades, and inspection and monitoring of capital improvements and existing equipment.
- D. Emergency Services: Contractor shall be on-call 24 hours per day, 7 days per week, including holidays, to correct system malfunctions and respond to other emergencies. Contractor shall respond and be present at the Facility within 45 minutes of being notified by telephone of an emergency. Contractor will document and inform the County of any emergency service calls within 24 hours of the emergency incident.”

All other terms and conditions referenced in the original Contract entered into on September 1, 2017, between County and Contractor, not modified by this Amendment No. 1, shall remain in full force and effect.”

Initials: _____
Contractor County Dept.

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org: 7473
Account: 2310
Other: 6x9E71

1. **Contract Identification.**

Department: Public Works

Subject: On-Call Water Treatment Facility Operation and Maintenance Services for CSA M-28

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: 1211 Como Dr, Manteca, CA 95337

3. **Term.** The effective date of this Contract is September 1, 2017. 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
\$ 100,000.

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.

STANDARD CONTRACT
(Purchase of Services – Long Form)


Number:
Fund/Org: 7473
Account: 2310
Other: 6x9E71

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

Government Code section 31000

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

COUNTY OF CONTRA COSTA, CALIFORNIA

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

CONTRACTOR

Signature A Name of business entity: Valley Operators LLC, a California Limited Liability Company	Signature B Name of business entity: Valley Operators LLC, a California Limited Liability Company
By: <u></u> (Signature of individual or officer)	By: <u></u> (Signature of individual or officer)
<u>CASEY WICKET OWNER</u> (Print name and title A, if applicable)	<u>Lynne Wicket, 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

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 April 21 2017 (Date),
before me, ANA ISABEL ORTIZ, NOTARY PUBLIC

(Name and Title of the Officer),
personally appeared, Casey Alan Wichert & Lynne R Wichert

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]
Signature of Notary Public

see Attached notary

Place Seal Above

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

APPROVALS

RECOMMENDED BY DEPARTMENT

By: [Signature]
Designee

FORM APPROVED BY COUNTY COUNSEL

By: [Signature]
Deputy County Counsel
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By: [Signature]
Designee

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 San Joaquin }

On April 21 2017 before me, ANA ISABEL ORTIZ, NOTARY PUBLIC
(Here insert name and title of the officer)

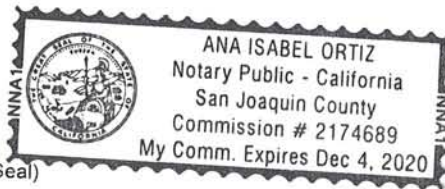
personally appeared Casey Alan Wickert & Lynne R Wickert,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that
 he/she/they executed the same in his/her/their authorized capacity(ies), and that 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.

[Handwritten Signature]

 Notary Public Signature



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Standard Contract pos long form
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ke Document Date 4/21/17

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 Section VIII (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: *SW* *[Signature]*
 Contractor County Dept.

Valley Operators LLC

ON-CALL WATER TREATMENT FACILITY OPERATION AND MAINTENANCE SERVICES FOR CSA M-28

I. DESCRIPTION OF SERVICES

Contractor will provide on-call operation and maintenance services for the reverse-osmosis water treatment facility located at the Willow Mobile Home Park on Bethel Island ("Facility") as requested by the Contra Costa County Public Works Department (Dept.) (the "Services"). The Facility at which the Contractor will be performing the Services is remote from available County employee resources and the County's economic interests are served by using Contractor for the Services described herein.

II. DEPARTMENT CONTACT INFORMATION / NOTICES

Contractor will send all notices, reports, and correspondence to:

Contra Costa County Public Works Department
Attn.: Special Districts
255 Glacier Drive
Martinez, CA 94553

The points of contact during this Contract are as follows (listed in call out order in the event of an emergency):

For County:

Jessi Duffy, Senior Engineering Technician	(925) 313-2286 (work)
Warren Lai, Engineering Services Division Manager	(925) 313-2180 (work)
	(925) 348-4937 (cell)

For Contractor:

Casey Wichert, Operator/President	(866) 684-2755 (work)
	(209) 483-5525 (cell)
Jacquelyn Parsons, Operator	(925) 354-3234 (cell)

III. AUTHORIZED REPRESENTATIVES

County's Contract Administrator for this Contract is Jessi Duffy, Senior Engineering Technician. Contractor's Contract Administrator for this Contract is Casey Wichert, President of Valley Operators LLC. During the term of this Contract, the individuals listed below are authorized to execute task orders (each, an "Authorized Representative").

A. Authorized Representative on behalf of the Dept.

1. Any Public Works Dept. Deputy Director
2. Warren Lai, Engineering Services Division Manager

B. Authorized Representatives on behalf of the Contractor

Casey Wichert, President of Valley Operators LLC

IV. TASK ORDER PROCEDURES

All on-call operation and maintenance services for the Facility will be initiated in the form of a Task Order (Appendix A) which will have a detailed scope of work.

A. Preliminary Task Order Request

Dept. will issue a written preliminary Task Order request (Request) to Contractor. The Request will briefly describe the project, specify the location, contain the requested scope of services, and specify any

performance deadlines.

B. Task Order Response (Proposal and Cost Estimate)

As directed by Dept., Contractor will respond in writing on Contractor's letterhead to each Request with a Task Order Response (Response). The Response will include any proposed revisions to Dept.'s proposed scope of services, a cost proposal breakdown for the services and deliverables specified in the Request, including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. Rates listed in the cost proposal must be consistent with the rates listed in Section VIII (Payment Provisions) of this Contract.

C. Task Order Authorization

Once Dept. and Contractor agree to the scope of services to be performed, a cost breakdown, and commencement date for the services and deliverables identified in the Request and the Response, a Task Order will be processed as follows:

1. Dept. will review the Response and issue two (2) original Task Orders.
2. The Contractor's Authorized Representative, identified in Section III (B) of this Service Plan, will sign and return both original Task Orders to the Dept. within three (3) business days of receipt of the Task Orders, or as otherwise specified by the Dept.
3. The Dept.'s Authorized Representative, identified in Section III (A) of this Service Plan, will sign both original Task Orders and return one (1) fully executed original Task Order to the Contractor who will begin work as set forth in the Task Order.

Note: A Task Order is of no force or effect until it is signed by the Dept.'s Authorized Representative. Contractor will not commence work, and no expenditures are authorized, until the Task Order for the particular task and products at issue is executed. The Dept. Authorized Representative will not authorize Task Orders that cause the payment limit of this Contract to be exceeded. Services performed by Contractor that were not authorized by the Dept.'s Authorized Representative are outside the scope of this Contract. Dept. may not compensate Contractor for such Services.

V. SCOPE OF SERVICES

- A. Contractor will conduct all Services according to current, applicable laws, regulations, guidelines, protocols, industry standards, and other applicable requirements. Task Orders will detail specific services required.
- B. Contractor will equip itself with all tools, supplies, equipment, and parts necessary to perform Services as specified in a Task Order. These Services may include, but are not limited to:
 1. Monitoring, troubleshooting and testing all components, instruments, machines, and systems comprising the Facility; diagnosing potential problems; identifying necessary repairs; and submitting timely repair requests. Contractor will inform County as soon as possible of any potential, suspected, or actual problems with the Facility. In the case of an emergency, Contractor will inform County of any problems by telephone upon learning of them;
 2. Inputting readings from instruments on the provided data log;
 3. Checking and filling all chemical storage tanks;
 4. Submitting requests for County approved chemicals needed for operation to County for ordering;
 5. Testing chlorine and pH levels;
 6. Checking and maintaining all well pumps, high speed booster pumps and injection pumps;
 7. Performing sampling of the water at the Facility and coordinating with a County approved laboratory

to perform all required lab testing. Summarize and submit laboratory results to County;

- 8. Changing pre-filters; and
- 9. Calibrating instruments.

- C. Contractor will assist County staff and County designated consultants with work related to capital projects in County Service Area M-28 as specified in a Task Order. Typical Contractor services related to capital projects will include, but are not limited to: assisting with operational challenges, system efficiency upgrades, and inspection and monitoring of capital improvements.
- D. Emergency Services: Contractor shall be on-call 24 hours per day, 7 days per week, including holidays, to correct system malfunctions and respond to other emergencies. Contractor shall respond and be present at the Facility within 45 minutes of being notified by telephone of an emergency. Contractor will document and inform the County of any emergency service calls within 24 hours of the emergency incident.

VI. NON-EXCLUSIVE AGREEMENT

Contractor acknowledges that this Contract is not exclusive and that Dept. may, at any and all times during the term of this Contract, obtain water treatment facility operations and maintenance services from any appropriate source.

VII. PERSONNEL

A. Qualified Persons

Contractor shall employ qualified persons in performance of this Contract in accordance with California guidelines, standards, rules and regulations, and laws related to the operations of water treatment facilities. At a minimum, Contractor shall be licensed as a California Grade I Water Treatment Operator to perform all work under this Contract.

B. Licensing

Contractor shall maintain the following licenses at all times and provide copies of them to the County: a California contractor's license, Water Treatment Operator (T1) license, and Water Distribution Operator (D1) State Certification.

VIII. PAYMENT PROVISIONS

A. Rates

County will pay Contractor for Services at the hourly rates and for other costs as set forth below. These rates shall remain in effect for the duration of this Contract.

- 1. Normal Operations (Weekdays and Weekends, 7:00 a.m. – 7:00 p.m.) \$95.00/hr
- 2. Emergency Call-Outs (Weekdays and Weekends, 7:00 p.m. – 7:00 a.m.) \$142.50/hr
- 3. Holidays (As observed by Contra Costa County Public Works Department) \$142.50/hr
- 4. Travel Time (per round trip) – Billed at 1/2 the Normal Operations hourly rate, not to exceed 1/2 hour.

B. Annual Rate Increases

Contractor may request an increase in the hourly rates set forth in Section VIII (A) of this Service Plan, on an annual basis, in September of each calendar year during the term of this Contract, beginning with September 2018. The proposed increase in hourly rates cannot exceed the actual increase in the hourly rates paid by Contractor to its staff. Contractor shall provide Agency with at least 30 days advance written notice of a proposed increase. Subject to approval by Agency's department head, the proposed increase will be effective 30 days following receipt of Contractor's request. An increase in the hourly rates shall not result in any increase in the Payment Limit specified in Section 4 (Payment Limit) of this Contract.

C. Reimbursables

The rate for reimbursables will be paid according to the following chart:

Mileage	Included in the hourly rate
Parking Toll	At cost with original receipt
Parts	At cost with original receipt
Hotel/Food	Non-reimbursable items
Postage/Express Mail	Included in the hourly rate
Photocopies/Printing	Included in the hourly rate

D. Invoices

Contractor will submit monthly invoices to Dept. Project Manager on Contractor letterhead for services provided under each Task Order until Dept. determines that Task Order work is complete.

1. Invoices must include invoice number, date of invoice, and reference the time period of when services were performed [Example: Services provided between January 1, 2015 through January 31, 2015:].
2. Invoices must include a summary of contract charges (see example below):
On-Call Contract payment limit: \$ _____
Total previous invoice amounts: \$ _____
Remaining Contract Amount: \$ _____

3. Invoices must specify Task Order number, Project Name & Number, Task Order payment limit, list total previous billed amounts, and remaining budget for the task order (See example format below):
Task Order # (insert): (insert Project Name & Number)
Task Order payment limit: \$ _____
Total previously billed amounts \$ _____
Remaining Task Order Budget: \$ _____

4. Invoices must specify hours, rates and task description of the work performed, consistent with Rates (above).

E. 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.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Contractor and Agency agree that the following Special Conditions are part of this Contract.

As used in this Contract, the terms "Agency", "Local Agency", and "County" all mean Contra Costa County.

As used in this Contract, the term "Agreement" has the same meaning as "Contract."

1. No payment will be made prior to Agency's approval of any work, nor will Contractor perform any work prior to Agency's approval of this Contract.
2. California Labor Code Section 1771.1(a) is hereby incorporated into the Agreement as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
3. Payment Retention. County will not retain any funds.
4. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Contract, shall be delivered to and become the property of County. Contractor shall retain, and make available to County in accordance with Section 3(a) Retention of Records, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Contract.

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


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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.


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10. **Choice of Law and Personal Jurisdiction.**

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

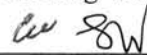
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

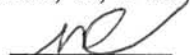
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the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

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

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, 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


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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

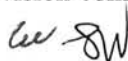

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services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their 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


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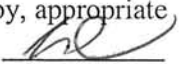

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requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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 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.**
- 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.
 - 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.
 - 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


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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.


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