

Special Conditions (Consulting Services Agreement)

Consultant and Agency agree that the following Special Conditions are part of this Agreement.

1. No payment will be made prior to Agency's approval of any work, nor will Consultant perform any work prior to Agency's approval of this Agreement.
2. Payment Method. The method of payment for this Agreement is specified hourly rate not to exceed the Payment Limit specified in Section 4 Payment Limit of the Basic Terms with Agency's prior approval.
3. Section 10(b) Certificate of Insurance: of the General Conditions is hereby deleted in its entirety and replaced with the following:

"(b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Contra Costa County Public Works Department (Department) certificates of insurance evidencing the coverage required herein. Additionally, no later than five days after Consultant's receipt of (i) a notice of cancellation or a notice of an intention to cancel any of Consultant's insurance coverage required by this Agreement, or (ii) a notice of a material change to Consultant's insurance coverage required by this Agreement, Consultant will provide Agency a copy of such notice of cancellation, or notice of intention to cancel, or notice of material change. Consultant's failure to provide Department the notice as required by the preceding sentence is a default under this Agreement. If Consultant renews any of the insurance policies or acquires any new insurance policies, Consultant shall amend the coverage through an endorsement to any policy at any time during the term of this Agreement, then Consultant shall provide current certificates to Department."

4. Section 11(f) Payment Retention of the General Conditions is hereby deleted in its entirety and replaced with the following:

"(f) Payment Retention: Agency shall retain any funds."

5. Section 22 Works Made for Hire; Confidentiality of the General Conditions is hereby amended by adding the following to the end of the section: Notwithstanding the preceding, Consultant shall retain ownership in pre-existing standard drawings, details, designs, specifications, databases, computer software, proprietary information, documents, templates and any other property owned by Consultant on the date of this Agreement or developed outside of this Agreement.

