



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

1981

SUBJECT ACCOUNT:
0004202

1. This Contract is entered into between the County of Solano and the Contractor named below:

Kjeldsen, Sinnock & Neudeck, Inc.

Corporation

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

June 24, 2025 to February 28, 2027

3. The maximum amount of this Contract is:

\$ 364,364.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

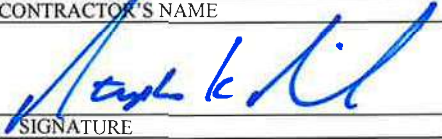
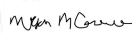
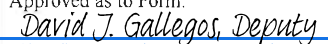
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on June 24, 2025.

CONTRACTOR	COUNTY OF SOLANO
Kjeldsen, Sinnock & Neudeck, Inc.	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	County Administrator
SIGNATURE	TITLE
Stephen Sinnock, Vice President	675 Texas Street
PRINTED NAME AND TITLE	ADDRESS
711 N Pershing Ave.	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
Stockton CA 95203	
CITY STATE ZIP CODE	Approved as to Content:
	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	David J. Gallegos, Deputy (Jun 18, 2025 11:18 P.M.)
	COUNTY COUNSEL

Rev. 12/11/20

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

Sewer Relocation Work Related to the Downtown Justice Campus Security Project

Contractor Shall be Responsible for the Following Duties:

TASK NO. 1 - Project Management

1.1.- Coordination and Meetings

- 1.1.1. Contractor will coordinate with the County, other members of the Capital Project Management team and designated Asset Protection Project team representatives, and key stakeholders through a series of meetings and site visits. Under this task, Contractor will prepare for and attend the following meetings and site visits:
 - 1.1.1.1. Attend a virtual Project Kickoff Meeting;
 - 1.1.1.2. Attend three virtual Design Review Meetings to discuss the 30%, 60%, and 100% levels of completion design documents;
 - 1.1.1.3. Attend weekly virtual coordination meetings with the County, other members of the Asset Protection Project team, and key stakeholders, to review project progress, status, tasks, and for coordination; and
 - 1.1.1.4. Additional project site visits, as needed, during the design phase of the improvements, (maximum of 2 meetings).
- 1.1.2. It is anticipated that meetings, agendas, and meetings notes will be coordinated or prepared by others. Our proposed budget is based on an eight-month overall design duration and up to thirty- five (35) weekly virtual coordination meetings.

1.2. - Progress Reports and Invoicing

Contractor will perform the necessary coordination, monitoring, and administration to manage the Contractor team's progress toward the project goals and milestones. Contractor will prepare a monthly invoice on our standard invoice form, which will include reporting of the Contractor team's project budget and progress on key deliverables. This effort will continue throughout the project's development and throughout the entire 20-month duration of the project.

1.3. - Task Deliverables:

- 1.3.1. Monthly project progress reports, in PDF format; and
- 1.3.2. Detailed monthly billings, including labor reports, in PDF format.

TASK NO. 2 - Background Research

2.1. - Existing Conditions Research

- 2.1.1. Contractor will research and review existing topographic mapping, photos/images, right-of-way maps, record drawings, recorded maps, surveys, assessor maps, and local street improvement plans along the project corridor. Research Background Information
- 2.1.2. Contractor will meet with County, Fairfield Sanitary Sewer District, and City of Fairfield staff to gather and compile information regarding the current and proposed collection system facilities. Information we anticipate obtaining during this phase includes, but is not limited to:
 - 2.1.2.1. Existing site mapping and plans;
 - 2.1.2.2. CCTV and maintenance records; and
 - 2.1.2.3. Location of laterals in the pipeline.
- 2.1.3. The Contractor team will also visit the site to perform a field reconnaissance of the project limits.

2.2. - Utility Coordination

- 2.2.1. Utility Coordination: Within the project limits, Contractor will conduct a standard three-step utility research and coordination process based on outreach to the expected list of utilities in the vicinity, using lists from USA, and the County, City, and FSSD. The three-step process will include:
 - 2.2.1.1. Preparing Utility A letters for distribution to the utility providers requesting information and maps of existing utilities within the project vicinity. Responses from this Utility letter A process will be mapped with the topographic survey and other information to present record-based existing conditions.
 - 2.2.1.2. Between the 60% and 100% design detail levels KSN will submit Utility B letters to utilities with known utilities potentially in conflict with the project following the Utility A letter process. Utility B letters will indicate conflicts and requirements for utility relocation.
 - 2.2.1.3. At the 100% design detail level Utility C letters will be issued to relevant utilities indicating the final design and utility relocation requirements.
 - 2.2.1.4. Record of all utility coordination and communication will be maintained as part of the project file and provided to the County upon request.
- 2.2.2. It is anticipated that utility locating and potholing will be coordinated and performed under a separate scope of services in coordination with the schedule for this scope of services and will be provided to KSN by others.

2.3. - Coordination for Utility Locating and Potholing

The Contractor team will provide input to the County's Construction Manager to provide the design team information needs for utility locating and potholing,

including providing exhibits and anticipated locations of utilities to be located and/or potholed. It is anticipated that the utility locating and potholing will be coordinated and performed under a separate scope of services.

2.4. - Environmental Project Description Support

It is anticipated that the project is subject to CEQA review and may be subject to NEPA review, and both CEQA and NEPA compliance are anticipated to be completed by the County or others. Contractor will support the environmental document preparation process by commenting on a Project Description to be prepared by others, and providing an outline of the types of construction tasks anticipated for the project, following the completion of the 30% design submittal.

TASK NO. 3 - Surveying and Mapping

Contractor will acquire aerial mapping and perform field surveys to develop the base mapping for the project. The scope of services Contractor proposes to provide is more specifically described as follows:

3.1 - Control Network

Horizontal and vertical survey control for the project will be based on available published control monuments utilizing either GPS or conventional survey methods. Horizontal control will be provided based on the California Coordinate System of 1983, Zone 2 (CCS83, Zone 2), U.S. Foot units, and if applicable, consistent with the local horizontal survey control network. Vertical control will be referenced to the North American Vertical Datum of 1988 (NAVD 88) based on available published National Geodetic Survey (NGS) and/or local benchmarks.

3.2 - Aerial Survey

Contractor will set aerial control panels at locations and frequency adequate to meet national mapping accuracy standards of 1" = 20' scale mapping, with 1' contour intervals. Mapping limits include an approximate 100' wide strip centered along Washington Street, Texas Street, Clay Street, Delaware Street, Union Avenue, and an area to the south of Delaware Street. The mapping will include a background color orthophoto.

3.3 - Field Surveys

Field ground surveys will be performed to gather critical site data as needed to supplement the aerial survey. Surface evidence of the existing utilities will be surveyed and include invert elevations of below grade utilities, where accessible, utility locating markings, and utility pothole surface locations. The information obtained by the field surveys will be incorporated into the project base mapping.

3.4 - Topographic Mapping

Base mapping will be prepared at a scale of 1" = 20' with spot elevations and/or 1' contour intervals. Contractor will prepare the base mapping at the stated mapping scale and contour interval showing visible surface features, contours, and spot elevations within the mapping limits.

3.5. - Task Deliverables:

Digital file of the topographic base mapping in an AutoCAD compatible format.

3.6 - Monument Preservation

Contractor will prepare Pre-Construction Corner Records for the project. The purpose of the Corner Records will be to identify and record the location of existing monumentation prior to the construction of improvements to conform with Cal. Bus. & Prof. C. section 8771(b) of the Professional Land Surveyors' Act. Contractor will prepare a maximum of four (4) Corner Records tied to the project's horizontal control system. Contractor will submit and process the Corner Records through the Solano County Surveyors Office.

3.7. -Task Deliverables:

Digital copy of the final Corner Records showing the location of found monuments prior to construction in PDF format.

TASK NO. 4 - Prepare Construction Documents

Following completion of the background research phase and preparation of the existing conditions mapping, Contractor will prepare the project design documents, consisting of plans, technical specifications, and an Opinion of Probable Construction Cost. We anticipate preparing documents consistent with the requirements of: the County design standards; City Engineering Design Standards, Standard Details, and Special Provisions and FSSD design standards as applicable; the current California Manual on Uniform Traffic Control Devices (MUTCD); and Contractor's standard design approach where these standards are not suitable or do not cover elements included in our design, as appropriate. This task includes preparing the following documents and related sub-tasks:

4.1 - Prepare Plans

Project plans will be developed bid level of detail, with the following drawing sheets expected:

Preliminary Drawing List		
Drawing Designation	Preliminary Drawing Name(s) and Content	Expected Number of Sheets
General and Civil		
G-001	Cover/Title Sheet, Sheet List, and Location Map	1
G-002	Sheet Index Map	1
G-003	Legend, Symbols, & Abbreviations	1
G-004	General Construction Notes	1
G-101	Contractor Site Access and Staging Plan	1
CE101 through CE103	Erosion Control Plans	3
CE501	Erosion Control Details	1

C-101 through C-105	Sewer Replacement Plans and Profiles	5
C-106 through C-109	Example Traffic Control Plan Requirements	4
C-110	Typical Sewer Bypass Plan and Pumping Requirements	1
C-501 through C-503	Civil Typical Details	3
Total		23

4.2 - Prepare Specifications

Technical Specifications (Divisions 02-50, with limited preparation of and/or input to Division 01) will be prepared in CSI MasterFormatTM 50-division structure, and are expected to include, but not be limited to the following:

- 4.2.1. 01 32 16 Construction Project Schedule
- 4.2.2. 01 51 50 Facility Shutdowns
- 4.2.3. 01 70 00 Execution and Closeout Requirements
- 4.2.4. 02 01 40 Sanitary Sewer Bypass
- 4.2.5. 02 30 00 Subsurface Investigation
- 4.2.6. 31 23 19 Dewatering
- 4.2.7. 31 23 33 Trenching and Backfilling
- 4.2.8. 31 25 00 Erosion and Sedimentation Controls
- 4.2.9. 31 50 00 Excavation Support and Protection
- 4.2.10. 33 01 30.11 Television Inspection of Sewers
- 4.2.11. 33 30 00 Sanitary Sewerage
- 4.2.12. Bid form and measurement and payment elements are to be included in the County- prepared bid form and front end (Divisions 00 and 01) contract documents.

Input will be provided to technical specifications prepared for Volumes 1 and 2 of the Asset Protection Project where necessary.

4.3 - Compile 30% Submittal

Select plans and technical specifications prepared under the above sub-tasks will be compiled into a 30% level of completion submittal for coordination and review.

4.4 - Compile 60% Submittal

Select plans and technical specifications prepared under the above sub-tasks will be compiled into a 60% level of completion submittal for coordination and review.

4.5 - Compile 100% Submittal

The entire plan set and technical specifications prepared under the above sub-tasks will be compiled into a 100% level of completion submittal for coordination and review. Following final review a bid-set of plans and special provisions will be prepared for bidding.

4.6 - Prepare Opinion of Probable Construction Cost

During our development of the 60% level of detail plans and technical specifications, Contractor will prepare an opinion of probable construction cost, which will be updated at each subsequent submittal.

4.7 - Design Period QA/QC

At the preparation of each design submittal and issuance of the bid set documents Contractor will implement its Quality Assurance and Quality Control (QA/QC) process for the project. Senior technical staff with limited involvement in the project will perform the internal quality assurance/quality control reviews, and QA/QC comments will be incorporated and back-checked prior to each PS&E submittal. At the 60% level of completion, Contractor will also review the project for constructability and biddability.

4.8 - Task Deliverables:

- 4.8.1. One (1) electronic copy of the 30%, 60%, and 100% review plans and technical specifications, in PDF format.
- 4.8.2. One (1) electronic copy of the Opinion of Probable Construction Cost, in PDF format.
- 4.8.3. One (1) electronic copy signed and sealed bid set drawings, technical specifications, and Opinion of Probable Construction Cost, in PDF format, for the County's use in project bidding.
- 4.8.4. Digital copy of the bid set drawing files in Autodesk Civil 3D 2018 compatible format.
- 4.8.5. Digital copy of the bid set technical specifications table of contents in MS Word and PDF format.
- 4.8.6. Digital copy of the bid set Opinion of Probable Construction Cost in MS Excel and PDF format.

TASK NO. 5 - Engineering Services During Construction

5.1 - Construction Phase Meetings

5.1.1 - Pre-Construction Meeting

Contractor will attend a pre-construction meeting, to be coordinated and led by the County's Construction Manager.

5.1.2 - Construction Meetings

Contractor will attend a maximum of forty (40) virtual construction meetings for the duration of construction, anticipated to be approximately 18 months, to discuss project construction progress, coordination, and schedule. The meetings are anticipated to be held weekly, and Contractor anticipates being present for the meetings only during preparation for and installation of sewers designed as part of this scope of services. It is

anticipated that if attendance at more than this maximum number of meetings is necessary to support construction activities or is requested by the County or County's Construction Manager, additional authorization will be approved.

5.1.3 - Miscellaneous Meetings

Contractor will attend up to four (4) miscellaneous project status meetings and/or site visits, to be coordinated and led by the County, to discuss project progress and schedule, and to clarify project design goals and issues, and review site conditions or constraints as needed.

5.2. - Review Submittals

Under this task, Contractor will review all incoming submittals from the Contractor, including shop drawings, the contractor's traffic control plan, and the Commissioning Plan, routed through the County's Construction Manager. Our budget is based on an estimated total of thirty (30) submittals. Our effort under this task assumes no more than one re-review per submittal and that the County's Construction Manager will screen all submittals for completeness and applicability before forwarding to Contractor for review.

5.2.1 Task Deliverables:

Signed submittal reviews.

5.3. - Respond to Contractor RFIs and Prepare Clarifications

Contractor will respond to Contractor RFIs and prepare revised plans and/or clarification exhibits as necessary for the responses. Our budget is based on responding to a total of ten (10) RFIs related to design requirements, constraints, or conflicts. We are assuming that the County's Construction Manager will review contractor RFIs for relevance and screen for unnecessary RFIs before sending relevant technical questions to KSN for response.

5.3.1. Task Deliverables:

Signed RFI responses, with clarification exhibits as required.

5.4. - Site Visits and Field Observations

Contractor will perform field observations during the construction period in up to four (4) site visits with the Contractor to observe construction progress, review site conditions, and to support design clarifications through the RFI process. Contractor's observations will be limited to the progress and character of the work as it relates to conformance with the intended design; it is anticipated that construction inspection and observation of testing will be by others.

5.5. - Provide Contract Change Order Input

Contractor will review and provide written recommendations for change order requests to the County's Construction Manager. Our budget is based on preparing documentation to support up to three (3) contract change orders, with the County's Construction Manager preparing change order forms and budget tracking documents.

5.6. - Final Project Walkthrough and Punch List

Contractor will participate in the final inspection and assist with preparing a punch list of deficiencies at the completion of construction.

5.6.1. Task Deliverables:

One (1) digital copy of the Punchlist in PDF format.

5.7. - Record Documents

Contractor will incorporate changes to the Bid Set at the completion of the Construction phase to incorporate Field Orders, RFIs, and Change Orders since the midpoint of construction. The County and/or County's Construction Manager will be responsible for providing contractor red- line drawings of Field Orders for document updates.

5.7.1. Task Deliverables:

- 5.7.1.1. One (1) digital copy of the Record Documents in PDF format.
- 5.7.1.2. Digital copy of the drawing files in Autodesk Civil 3D 2018 compatible format.

5.7.2. Scope of Services Assumptions

- 5.7.2.1. Bid phase support services are excluded from this scope of services. If bid phase support is required, those services will require additional authorization.
- 5.7.2.2. **It is understood that the sewer on Clay Street is anticipated to be constructed on an accelerated schedule and approvable/constructible plans for this sewer are required in August 2025.** Construction documents for this segment of sewer will advance ahead of other design plans to facilitate early delivery of design elements related to the sewer on Clay Street. It is anticipated that the County and County's Construction Manager will facilitate accelerated predesign activities to support and agency reviews of the Clay Street construction documents to facilitate expedited preparation of the design for this portion of the project.
- 5.7.2.3. This scope of services assumes that the Volume 3 Asset Protection Project – Offsite Sanitary Sewer Improvements will be prepared as a single set of consolidated project plans and specifications. It is understood that some elements of the project design may accelerate in advance of others for staged construction, but that the documents will ultimately be a single set of construction documents. If the construction documents require preparation of multiple bid packages, additional authorization will be required. If construction is by multiple contractors, additional authorization will be required.
- 5.7.2.4. This scope of services assumes that the Volume 3 Asset Protection Project – Offsite Sanitary Sewer Improvements will be constructed by one contractor and will not be divided for construction by multiple contractors. If construction is by

- multiple contractors, additional authorization will be required.
- 5.7.2.5. The County will be responsible for any environmental research, permit application, and bid advertisement fees.
- 5.7.2.6. Permit applications, including encroachment permits, will be prepared by others.
- 5.7.2.7. Grant support and administration will be by others.
- 5.7.2.8. This scope of services does not include utility locating or potholing, which are anticipated to be completed by others under separate contract in coordination with the schedule of this scope of services and provided to Contractor during the Background Research task.
- 5.7.2.9. Front end specifications (Division 00), general conditions, bidding documents, and Division 01 specifications are anticipated to be prepared and provided by the County, with input to the bid form provided by Contractor.
- 5.7.2.10. It is Contractor's understanding that geotechnical engineering, investigations, evaluations, etc. have been performed for the Asset Protection Project at the County campus and is expected to be adequate for design of the offsite sewer improvements and are excluded from this scope of services. If additional geotechnical engineering is required to support the design of the offsite sewer improvements, it is understood that those services will be performed by others under separate contract.
- 5.7.2.11. It is assumed that compliance with CEQA and/or NEPA will be by the County, and any CEQA documentation, such as a Categorical Exemption, Initial Study, Negative Declaration, Environmental Impact Report, etc., and related studies, are excluded from this scope of services.
- 5.7.2.12. It is assumed that the nature of the project work will not trigger the need for regulatory permitting. Technical subconsultants such as biologists, cultural resources consultants, archaeologists, and the preparation of any permit applications are excluded from this scope of services.
- 5.7.2.13. It is assumed that the preparation of a Stormwater Pollution Prevention Plan (SWPPP), and submission of a Notice of Intent (NOI) will be performed others and are therefore excluded in this scope of services.
- 5.7.2.14. It is assumed that the contractor will be responsible for all public communications, outreach, coordination, planning, and notifications during construction. This scope of services excludes all public outreach.
- 5.7.2.15. It is assumed that the project control and prior survey and topographic mapping for the Asset Protection Project will be provided to Contractor by others for coordination of mapping efforts.
- 5.7.2.16. Topographic survey is expected to be exempt from City encroachment permitting.
- 5.7.2.17. The purpose of the Pre-Construction Corner Records is to identify monumentation that exists prior to the project construction. The Pre-Construction Corner Records will not establish boundary lines or right of way of lines.

- 5.7.2.18. Pursuant to Section 8771(d) of the Professional Land Surveyors Act, the governmental agency performing or permitting construction or maintenance work is responsible for ensuring that either the governmental agency or landowner performing the construction or maintenance work provides for monument perpetuation.
- 5.7.2.19. This scope of services excludes boundary and/or right of way surveys, the setting or resetting of monuments, nor does it include construction or post-construction monument perpetuation or replacement. Monument perpetuation must be addressed by others during construction and upon the completion of construction.
- 5.7.2.20. The scope of services excludes construction staking and construction support surveying services.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Sewer Relocation Work Related to the Downtown Justice Campus Security Project

1. COMPENSATION

Total Price for scoping documents shall be a fixed, not to exceed amount of \$364,364, payable as follows:

- a. Monthly, in arrears, based on the proportion of work completed for each task, as outlined in the "Task Hours Breakdown" attached hereto as Exhibit B-1, and incorporated herein by this reference.
- b. All of Contractor's incidental expenses, including but not limited to travel, shall be included in the above not to exceed amount.

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

COUNTY OF SOLANO
Volume 3 Asset Protection Project - Offsite Sanitary Sewer Improvements
TASK HOURS BREAKDOWN

TASKS AND DESCRIPTIONS		KJELDSEN, SINNOCK & NEUDECK, INC. STAFF HOURS																Total Labor Hours	Total Labor Budget	OTHER DIRECT COSTS				Other Direct Costs Budget	Total Budget (Rounded)
		Classification	Principal Engineer	Associate Principal Engineer	Associate Engineer	Senior Engineer	Engineer I	Junior Engineer	Project Manager	Senior Surveyor	Surveyor	Assistant Surveyor	Field Crew PW 1 Person	Field Crew PW 2 Person	Tech/GIS/ CAD Designer II	Tech/GIS/ CAD Designer I	Project Coordinator IV			Project Coordinator III	Direct Expense	Mileage Expense	Sub-Contract		
Rates	\$310	\$295	\$285	\$260	\$216	\$180	\$260	\$275	\$244	\$205	\$270	\$394	\$162	\$130	\$170	\$140	110%	0.70	110%						
PROJECT TASKS																									
1.0 Project Management		2	23	24	65	43	0	0	0	0	0	0	0	0	0	4	20	18	\$ 43,913.00	\$ -	\$ 146	\$ -	\$ 146	\$ 44,059	
1.1 Coordination and Meetings			18	24	55	43											140	35,738.00	\$0	\$146	\$0	\$146	\$ 35,884		
1.2 Progress Reports and Invoicing (Assumes 20 month project duration)		2	5		10											4	20	4	8,175.00	\$0	\$0	\$0	\$0	\$ 8,175	
2.0 Background Research		0	5	12	33	32	0	2	0	0	0	0	0	88	0	0	0	172	\$ 35,163.00	\$ -	\$ 73	\$ -	\$ 73	\$ 35,236	
2.1 Existing Conditions Research			1	4	11	16								40			72	14,231.00	\$0	\$73	\$0	\$73	\$ 14,304		
2.2 Utility Coordination			2	6	14	16								40			78	15,876.00	\$0	\$0	\$0	\$0	\$ 15,876		
2.3 Coordination for Utility Locating and Pot-holing			1	2	4									8			15	3,201.00	\$0	\$0	\$0	\$0	\$ 3,201		
2.4 Environmental Project Description Support			1		4			2									7	1,855.00	\$0	\$0	\$0	\$0	\$ 1,855		
3.0 Surveying and Mapping		0	0	2	0	5	0	0	36	64	46	16	92	0	0	0	0	26	\$ 77,164.00	\$ -	\$ -	\$ 9,873	\$ 9,873	\$ 87,037	
3.1 Control Network (C&S3IF- NAVD88)				1					4		12		12				28	8,573.00	\$0	\$0	\$0	\$0	\$ 8,573		
3.2 Aerial Survey									6		8		20				34	11,170.00	\$0	\$0	\$9,873	\$9,873	\$ 21,043		
3.3 Field Surveys				1		2			4	16	20	16	52				111	34,629.00	\$0	\$0	\$0	\$0	\$ 34,629		
3.4 Topographic Mapping						1		6	24	4							37	9,082.00	\$0	\$0	\$0	\$0	\$ 9,082		
3.5 Monument Preservation						2			14	24	2		8				50	13,700.00	\$0	\$0	\$0	\$0	\$ 13,700		
4.0 Prepare Construction Documents		12	18	62	88	149	51	12	0	0	0	0	0	74	93	0	10	570	\$ 119,837.00	\$ -	\$ -	\$ -	\$ -	\$ 119,837	
4.1 Prepare Plans		4	10	24	48	77	41							56	93		35	68,684.00	\$0	\$0	\$0	\$0	\$ 68,684		
4.2 Prepare Technical Specifications		2	4	6	25	40										4	78	17,910.00	\$0	\$0	\$0	\$0	\$ 17,910		
4.3 Compile 30% Submittal			1	2	4	8								4			24	4,561.00	\$0	\$0	\$0	\$0	\$ 4,561		
4.4 Compile 60% Submittal			1	2	4	8								4			24	4,561.00	\$0	\$0	\$0	\$0	\$ 4,561		
4.5 Compile 100% Submittal for Review			1	2	4	6								2			18	3,805.00	\$0	\$0	\$0	\$0	\$ 3,805		
4.6 Prepare Opinion of Probable Construction Cost			1	2	4	6	10										22	5,001.00	\$0	\$0	\$0	\$0	\$ 5,001		
4.7 Design Period G&P&C		6	4	24	4	4		12						8			58	15,315.00	\$0	\$0	\$0	\$0	\$ 15,315		
5.0 Engineering Services During Construction		2	21	23	135	127	0	0	0	0	0	0	0	8	0	0	4	320	\$ 77,758.00	\$ -	\$ 437	\$ -	\$ 437	\$ 78,195	
5.1 Construction Phase Meetings				10		30											110	27,630.00	\$0	\$364	\$0	\$364	\$ 27,994		
5.2 Review Submittals (Maximum of 30)			6	10	15	49											78	18,240.00	\$0	\$0	\$0	\$0	\$ 18,240		
5.3 Respond to Contractor RFI's and Prepare Clarifications (Maximum of 10)		2	4	6	10	30											52	12,580.00	\$0	\$0	\$0	\$0	\$ 12,580		
5.4 Site Visits and Field Observations (Maximum of 4)					24	12											36	8,832.00	\$0	\$0	\$0	\$0	\$ 8,832		
5.5 Provide Contract Change Order Input (Maximum of 3)					3	6	6										18	3,711.00	\$0	\$0	\$0	\$0	\$ 3,711		
5.6 Final Project Walkthrough and Punch List					2	8											10	2,650.00	\$0	\$73	\$0	\$73	\$ 2,723		
5.7 Record Documents			1	2	2	4								8			24	4,105.00	\$0	\$0	\$0	\$0	\$ 4,105		
PROJECT TOTALS		16	68	123	321	354	51	14	36	64	46	16	92	170	93	4	34	1504	\$ 353,835.00	\$ -	\$ 655.20	\$ 9,873.00	\$ 10,528.20	\$ 364,364	
GRAND TOTALS		16	68	123	321	354	51	14	36	64	46	16	92	170	93	4	34	1504	\$ 353,835.00	\$ -	\$ 655	\$ 9,873	\$ 10,528	\$ 364,364	

General Note: This costs allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per the attached Fee Schedule.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's (KSN) final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal
injury and property damage, or the full per
occurrence limits of the policy, whichever is
greater. If Commercial General Liability
insurance or other form with a general
aggregate limit is used, either the general
aggregate limit shall apply separately to this
project/location or the general aggregate limit
shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property
damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers,

officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery.

If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract.

Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices

below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. INSURANCE

Notwithstanding section 7.C(1) in Exhibit C, the following modification shall apply to this Contract:

C. Minimum Scope of Insurance Coverage must be at least as broad as:

- | | |
|---|--|
| (1) General Liability: \$1,000,000
(Including operations,
products and completed
operations.) | per occurrence with the aggregate limit twice (\$2,000,000) the required limit for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
|---|--|

2. INDEMNIFICATION

Notwithstanding section 10.A in Exhibit C, the following modification shall apply to this Contract:

A. Subject to Cal. Civil C. section 2782, Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services. The County of Solano agrees that in no event shall the cost charged to the Contractor exceed that professional's proportionate percentage of fault.

3. PRICING

Section 33 in Exhibit C shall not apply to this Contract.

4. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Section 34 in Exhibit C shall not apply to this Contract.