



**County of Solano
Contract Review Worksheet**

Contract Number:
(Dept., Division, FY, #)
Authority:
 Dept Head Execute
 CAO Execute
 BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division:	General Services/CPM		2. Date:	05 / 22 / 2025											
3. Contract Administrator:	Megan M Greve		4. Phone Ext:	x7900											
5. Contract Attributes:	<input checked="" type="checkbox"/> Original <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue		<input type="checkbox"/> Amendment/Change Order Bid/RFP Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Sole Source Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Bid/RFP No: RFQ 906-0305-25 Date: 03 / 02 / 2025 Please attach copy of Bid/RFP or justification.	 Amendment/Change Order Number: Contract No: Date: Please attach copies of original/amendments.											
6. Description of Contract:	Requesting the Board of Supervisors to approve a Standard Contract with Associated Right of Way Services, Inc. For a Three-Year Master Services Agreement (MSA) – Real Property Related Professional Support Services														
7. Name of Contractor:	Associated Right of Way Services, Inc.		8. EIN	Pending											
9. Is Contractor a California Public Pension Plan Retiree?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO														
9. If yes: Name of Public Pension Plan:	Date of Retirement:														
Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please describe relationship:															
10.	Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please provide Department and describe relationship:														
11.	Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.														
12. Effective Date:	Original Contract: 07 / 01 / 2025 This amendment:	13. Termination Date: By this amendment:	06 / 30 / 2028												
14. Contract Budget:	Original Contract Amount: \$ 0 Total of Previous Amendments: \$ 0 Current Amendment: \$ 0 Total Amount of Contract \$ 0	15. Payment Terms: <table border="1"> <tr> <td><input type="checkbox"/> Prepaid</td> <td rowspan="2"><input checked="" type="checkbox"/> Arrears</td> </tr> <tr> <td><input type="checkbox"/> Quarterly</td> </tr> <tr> <td><input type="checkbox"/> Fixed</td> <td rowspan="2"><input checked="" type="checkbox"/> Monthly</td> </tr> <tr> <td><input type="checkbox"/> Actual</td> </tr> <tr> <td><input type="checkbox"/> Estimate</td> <td><input type="checkbox"/> Progress</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Other</td> </tr> </table>	<input type="checkbox"/> Prepaid	<input checked="" type="checkbox"/> Arrears	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Actual	<input type="checkbox"/> Estimate	<input type="checkbox"/> Progress		<input type="checkbox"/> Other	16. Source of Funds: <input type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input checked="" type="checkbox"/> County Specify: Fed Catalog No: State Legislation: AB/SB		
<input type="checkbox"/> Prepaid	<input checked="" type="checkbox"/> Arrears														
<input type="checkbox"/> Quarterly															
<input type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Monthly														
<input type="checkbox"/> Actual															
<input type="checkbox"/> Estimate	<input type="checkbox"/> Progress														
	<input type="checkbox"/> Other														
17. Fund:	006	Budget Unit:	1270	Sub-object:	18. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO										
19.	Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request.					06 / 10 / 2025									
20. Remarks	Associated Right of Way Services, Inc. partially executed Standard Contract with associated exhibits are attached for reference. Once the Board approves the Standard Contract, the CAO has the signing authority to fully execute the MSA.														
21. Signature Route:	<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> </div> <div>Department Contract Administrator</div> </div> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 05/22/2025 </div> <div>Dated</div> </div> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <small>David J. Gallegos, Deputy (May 22, 2025 13:23 PDT)</small> </div> <div>County Counsel</div> </div> </div>					05/22/2025									
	<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <small>Jorjet Potier (Jun 26, 2025 10:56 PDT)</small> </div> <div>HR Analyst (for Contract Employees) or General Liabilities (for insurance changes) if applicable</div> </div> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 06/26/2025 </div> <div>Dated</div> </div> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> </div> <div>CAO Analyst</div> </div> </div>														



**County of Solano
Standard Contract
Project: 2025-2028 Master Services Agreement**

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

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

Associated Right of Way Services, Inc.

California Corporation

CONTRACTOR'S NAME

FORM OF BUSINESS (e.g., Limited Liability Corporation)

2. The Term of this Contract is:

July 1, 2025 through June 30, 2028

3. The maximum amount of this Contract is:

Determine by the aggregate of Adjusted Services Authorizations (ASA)/ Task Orders executed pursuant to this Contract.
\$

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:

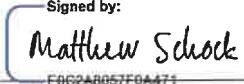
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision; (Exhibit B-1 - Fee Schedule)

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on Jun 10, 20²⁵.

CONTRACTOR	COUNTY OF SOLANO	
Associated Right of Way Services, Inc.		
CONTRACTOR'S NAME		
Signed by:  Matthew Schock F0624B057F0A471...	<u>WJL</u> <small>William Emlen (Jun 26, 2025 14:13 PDT)</small> AUTHORIZED SIGNATURE Bill F. Emlen - County Administrator TITLE 675 Texas Street, Suite 2500 ADDRESS Fairfield CA 94533 CITY STATE ZIP CODE Approved as to Content: <u>Ben McGuire</u> DEPARTMENT HEAD OR DESIGNEE Approved as to Form: <u>David J. Gallegos, Deputy</u> <small>David J. Gallegos, Deputy (May 22, 2025 13:23 PDT)</small> COUNTY COUNSEL	
Matthew Schock, Vice President		
PRINTED NAME AND TITLE		
1255 Treat Boulevard, Suite 815		
ADDRESS		
Walnut Creek	CA	94597
CITY	STATE	ZIP CODE

Rev. 3/8/2023

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

I. PERFORMANCE STATEMENT:

- A. The purpose of this contract is to secure a three-year master services agreement with Associated Right of Way Services, Inc. to provide any, all, or individual professional project management and right-of-way services to support the General Services Department, Division of Capital Projects Management (CPM) needs in a timely fashion. This may include specialized technical support services with access to related engineering services. Services will be activated by corresponding individual task order on an as-needed basis.
- B. Associated Right of Way Services, Inc., as the single point of contact and responsibility, will use its best knowledge and efforts to manage project budgets, schedules, work of other consultants and all other activities required to complete individual work tasks or successfully deliver completed, accepted projects to County of Solano.
- C. Associated Right of Way Services, Inc. expressly agrees to present the proposed Project Manager(s) and other project personnel for approval by County of Solano for an assigned task order, and further agrees that such presentation and approval shall occur prior to the commencement of any work on the assigned task order. Once approved by County of Solano, Associated Right of Way Services, Inc. agrees that no change in the designated Project Manager(s) or approved personnel shall occur without the prior written consent of County of Solano.
- D. The County's Request for Qualifications (RFQ) Number 906-0305-25, and Associated Right of Way Services, Inc.'s response, dated April 3, 2025, by this reference, incorporated into this Contract as if fully set forth here as it applies to this scope of work and fees.
- E. Associated Right of Way Services, Inc. acknowledges that work efforts and projects will typically be administered using the following Project Management Organizational Structure (actual organization may vary depending on project type and scope):
 1. **General Services Department, Division of Capital Projects Management (CPM)** – Officially acts as the managing Department/Division in carrying out the day-to-day responsibilities of developing/managing projects that house County of Solano programs and services.
 2. **Executive Committee** - This group has authority to make final decisions concerning project issues that are outside the established scope, cost, and schedule of each project/work effort. This committee, whose composition may vary from project to project, consists of representatives from the Executive Management Group of senior County personnel and executive-level staff of the city in which the project resides. Typically, the selected Technical Support Services firm will be called on as required to provide or coordinate provision of graphic information and/or make presentations before the Executive Committee to facilitate project communication and issue resolution.
 3. **Steering Committee/Core Group** - This committee/group has authority to make final decisions concerning project issues within the project's established scope, cost, and schedule. This committee/group normally consists of representatives from County Departments/Divisions who are stakeholders in the project. The selected firm(s) will be called on to provide (or coordinate provision of) graphic information, make presentations before the Steering Committee/Core Group to facilitate project communication and issue resolution, and manage Steering Committee/Core Group meetings.

The Core Group, composed of selected members of the Steering Committee, may meet more frequently than the Steering Committee, to expedite project-related issues or solve sensitive challenges.

4. **Work Group** - This group performs the day-to-day work and prepares technical studies required to progress each project/work effort, implements the decisions made by the Executive/Steering Committees and formulates recommendations for consideration by these other committees. This group, whose composition may vary from project to project, also consists of representatives from various County Departments/Divisions who are stakeholders in the project/work effort. The selected Technical Support Services firm(s) will organize and actively participate in all Work Group meetings for assigned projects/work efforts and will be called on as required to provide or coordinate provision of graphic information and/or make presentations before the Work Group to facilitate project communication and issue resolution. Selected firms will primarily interact with Work Group members during the course of a project.
5. **Authorities Having Jurisdiction** - The Department of Resource Management acts as the primary local regulatory authority having jurisdiction in matters regarding building codes, planning and environmental issues for County-owned projects. Other agencies, such as the fire departments in local cities, will also have regulatory authority over specific aspects of the work performed under the agreements resulting from this solicitation. Depending on specific project needs, other federal, state, and local agencies may also be Authorities Having Jurisdiction, including utility providers.

II. TASK LIST

- A. The following is a non-exclusive task list for which Associated Right of Way Services, Inc. shall be responsible, to the extent congruent with Associated Right of Way Services, Inc.'s professional and/or lawfully licensed capabilities. Specific scopes of work for each project/task may vary based on actual project need. Associated Right of Way Services, Inc. may be requested to provide services to support a variety of project delivery methods based on project needs and as allowed by applicable laws/regulations. County of Solano has statutory authority to deliver projects using various methods including design-bid-build, design-build (including bridging), multiple prime/trade contracting, Job Order Contracting, Construction Manager at Risk and/or Best Value/performance contracting. Coordination and consultation with other County agencies and/or Authorities Having Jurisdiction will be required.

1. REAL ESTATE SERVICES

Real Estate Support Service tasks may include, but not limited to:

- a. Monitoring the marketplace and report on escalation and other changes
- b. Assist in conducting facility condition or code compliance assessments
- c. Assist in supporting negotiation of contracts, leases, property and right-of-way acquisitions, disposals, and other related activities
- d. Assist in developing price opinions of real property and evaluate values compared to recent sales; identify comparable properties; review discrepancies and resolve disagreements regarding estimates; support contract administration; review lease listings, and conduct property searches (online and on-site)
- e. Assist in drafting management and board reports for real estate activities
- f. Monitor project scope, budget, and schedule; prepare status reports

End of Scope of Work

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

- A. Contractor's Fee Schedule will be valid through the term of this Agreement. Standard rates may be reviewed and negotiated on a yearly basis, no rate adjustment permitted earlier than one year after start of contract term. Contractor must submit a written request for adjustment to the County and state reason(s) why rates need adjustment prior to the adjustment of rates. All rate adjustments are subject to the County's sole discretion and written approval. No retroactive adjustments will be permitted.

2. METHOD OF PAYMENT

- A. Upon initiation on an Adjusted Services Authorization (ASA)/Task Order approved by the County, compensation shall be for a total not to exceed the amount in each ASA/Task Order according to the attached Fee Schedule (Exhibit B-1) accrued on an hourly basis to task-oriented work or by a separate negotiated fee for other work as mutually agreed upon by the County and Contractor.
- B. No compensation shall be due without prior authorization and corresponding properly executed ASA/Task Order.
- C. Upon submission of an invoice by the Contractor which shall be submitted no later than the 20th of each month, and upon approval by the County's project representative, the County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount authorized in each Adjusted Services Authorization (ASA)/Task Order under the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

Exhibit B-1
2025-2028 Fee Schedule
AR/WS FEE SCHEDULE

CONSULTING CATEGORY	RATE
Principal Consultant	\$295.00
Managing Consultant	\$230.00
Consultant III	\$180.00
Consultant II	\$160.00
Consultant I	\$140.00
Right of Way Technician	\$110.00
Administrative Support	\$95.00
Appraisal Reports	Lump Sum
Appraiser III (MAI) (Hourly)	\$240.00
Appraiser II (Hourly)	\$215.00
Appraiser I (Hourly)	\$190.00
Subcontractors	Cost + 10%
Preparation for Expert Witness Testimony & Court Appearances	\$300.00
Court Attendance and Testimony at Depositions, Arbitrations, Mediations, Hearings, and Trial	\$400.00

Rates subject to a 3% annual escalation

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

- A. County will pay Contractor's 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 (including Errors and Omissions):	\$1,000,000	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, endeavor to 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

- E. employer-related costs not otherwise agreed to in advance between the County and Contractor.
- F. 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. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County of Solano's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed (maximum amount of this Contract).

2. INSURANCE

Notwithstanding, Section 7.D.(1) of the General Terms and Conditions, Cyber Liability: \$1,000,000 per incident with the aggregate limit of \$1,000,000 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.

3. INDEPENDENT CONTRACTOR

Contractors who provide services under this Contract do so as independent contractors:

- A. As such, they are expected to provide themselves with all training and material support necessary to independently provide those services without reliance on County of Solano resources, workspace, training, or equipment.
- B. Contracting professionals are not assigned work hours by the County of Solano, nor are they required to report to County of Solano offices outside of job-site visits necessary to observe, administer and document the progress of the work. Work hours are per the Contractor's choice, consistent with due prosecution of project objectives. Normal County business hours are 8:00 a.m. – 5:00 p.m. County holidays are noted on the County of Solano website.
- C. The County of Solano may, at its discretion:
 - i) Make temporary drop-in workspace available for occasional use by contracting professionals when on-site for e.g. project-rated meetings. (The contractor is not required to make use of an offer of temporary workstation and is required in any case to be fully capable of off-site/remote work independent of county workspace or office infrastructure).
 - ii) Provide temporary door access key-cards as needed for access to construction sites or temporary workspace.
 - iii) Provide sign-on access to cloud-based project management software for relevant project-related documentation and communication exchange.
- D. The term of service of an individual contractor staff member providing Project Management/Construction Management (PM/CM) services is typically limited to the duration of the project(s) assigned or to a maximum of 960 hours per fiscal year. Contractors are not limited to working solely with the County of Solano. Contractors are free to work elsewhere concurrently so long as County of Solano project objectives are met of delivering the defined project scope within the approved project budget and schedule.
- E. Contractor professionals shall make best efforts and use of professional judgment in all matters to expeditiously deliver complete and satisfactory work to the County of Solano. The County of Solano

will provide project objectives information to the Contractor as needed to support the completion of work, but shall not direct Contractor's work approach, means or methods.

F. The County of Solano discourages the use of Contractor staff members who are CalPERS members.

4. STANDARD OF CARE

Architecture and/or Engineering (A/E) firms in responsible control of project design will have the following included in their contract with the County:

- A. The Architect/Engineer Contractor shall perform services consistent with the professional skill and care ordinarily provided by architects/engineers/professional services consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Notwithstanding any other provision of this Agreement, this Standard of Care shall govern the Contractor's services and any clause which purports to heighten the standard of care shall be read as if it is subject to the Standard of Care.
- B. The Architect/Engineer shall provide services and produce Instruments of Service, defined as drawings, specifications and other documents in accordance with the Standard of Care. Owner and Architect/Engineer acknowledge that no set of Instruments of Service is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care and that the Instruments of Service, while still consistent with the Standard of Care, may contain errors, omissions, and inconsistencies (collectively "Errors") at the time they are provided to Owner.
- C. The Owner agrees that for portion of projects consisting of construction values \$100,000 or less, if the Errors do not increase the Construction Cost by Change Order by more than ten percent (10%), the Owner releases Architect/Engineer from any liability for the increase in the Construction Cost in connection with the Errors. The Owner agrees that for the portion of projects consisting of construction values \$100,000 to \$1,000,000, if the Errors do not increase the Construction Cost by Change Order by more than five percent (5%), the Owner releases Architect from any liability for the increase in the Construction Cost in connection with the Errors. The Owner agrees that for portion of projects consisting of construction values over \$1,000,000, if the Errors do not increase the Construction Cost by Change Order by more than three percent (3%), the Owner releases Architect/Engineer from any liability for the increase in the Construction Cost in connection with the Errors. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from such Errors. This release does not limit Architect/Engineer's liability for increases beyond the applicable percentages in the event the Instruments of Service are not prepared in a manner consistent with the Standard of Care. Construction Cost increases by Change Order as a result of Owner requests, changes in governmental agency requirements after previous approval, errors made by the Contractor or Owner's consultants, or unforeseen conditions are not costs due to Errors of Architect/Engineer. The Architect/Engineer shall not be responsible for increases to the Construction Cost for items omitted from the Instruments of Services, but that are necessary for the proper completion of the Project, except for 15% percent of the negotiated change order, which shall be the established amount to recognize the premium cost that may be necessary to add or retrofit an omitted item. Any Error in the Instruments of Service, whether or not in violation of the Standard of Care, shall be promptly corrected by Architect/Engineer without charge to Owner upon discovery by or notice to the Architect/Engineer. In the event that responsibility for the error or omission is shared by parties other than the Architect/Engineer, the cost split will be determined in accordance with the dispute resolution provisions of the contract.