

**CONTRACT FOR
AIRPORT ENGINEERING CONSULTANT SERVICES**

NUT TREE AIRPORT

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

Mead & Hunt, Incorporated

CONSULTANTS NAME

2. The Term of this Contract is:

This contract is for a period of three years commencing November 7, 2017 and ending November 6, 2020, unless otherwise extended by the County.

3. The amount of this Contract is:

Determined by the aggregate of Adjusted Services Authorizations (ASA) / Work 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 C – General Terms and Conditions

This Contract is made on November 7, 2017.


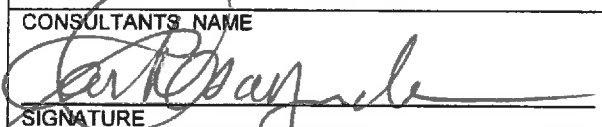
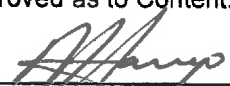
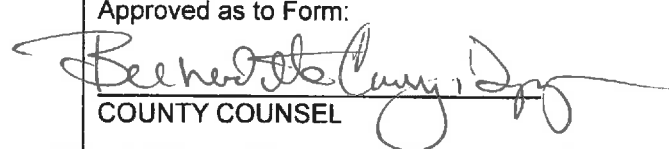
CONSULTANT	COUNTY OF SOLANO
Mead & Hunt, Incorporated	
CONSULTANTS NAME	 Birgitta E. Corsello, County Administrator
 SIGNATURE	675 Texas Street, Ste. 6500, Fairfield, CA 94533
ROBERT A. CASARANDE, VICE PRESIDENT PRINTED NAME AND TITLE	ADDRESS
1360 19 th Hole Drive, Suite 200, Windsor, CA 95492	Approved as to Content:
ADDRESS	 Michael J. Longo, Director of General Services
	Approved as to Form:
	 COUNTY COUNSEL

EXHIBIT A
SCOPE OF WORK

Master Services Agreement – Scope of Typical Services

The Solano County – Nut Tree Airport is anticipating a range of projects within the next 5-year period. Mead & Hunt has the resources and expertise to provide the needed consulting and construction services to facilitate the successful completion of these projects. Specific work scopes and budgets shall be proposed for individual projects and covered by County Adjusted Services Agreements. An anticipated summary of services for the next 5 years includes but is not limited to the following:

For Project Design, the scope of work is broken down into three phases.

- Phase 1 – Contract Administration and Coordination
- Phase 2 – Design Services
- Phase 3 – Bid Administration

These phases are further described as follows:

Phase 1 Contract Administration and Coordination

This phase involves those activities required for defining the scope of the project, negotiating contract and subcontracts, and general coordination and administration, including (but not limited to) the following activities:

- **PROJECT COORDINATION**
Consultant will coordinate with the design team, County, FAA, possible sub-consultants, and other applicable agencies to complete the tasks associated with Phase 1 of this scope. Regular progress meetings will be held with the design team.
- **GENERAL CONTRACT ADMINISTRATION**
Provide general administration during the design, document preparation, and bidding process, as applicable. Consultant will assign a Project Manager (PM) to this project to ensure continuity through all phases of work, as described in the project scope. The PM will be responsible for work performed by the Project Team. The PM's responsibilities typically include defining tasks, defining and maintaining schedules, identifying costs, monitoring work progress, coordinating with the County to receive their input, address their concerns, keep them informed regarding project status, obtain their concurrence on project scope, cost, and schedule, and obtain their input and approval of concepts and Final Design. Also included is maintaining quality control on all work of the Consultant and possible subconsultants, implementing and monitoring a program of Quality Control (QC) and Quality Assurance (QA), and preparing invoices to submit to the County in accordance with the County's standard invoice requirements.
- **GRANT APPLICATION AND ADMINISTRATION**
This element of work includes assisting the County, if needed, during its preparation of the Grant Application (Application) before design has been completed and revisions to the Application after bids are accepted.

Phase 2 Design Services

This phase involves those activities required for the design of the project and is comprised of:

- **COORDINATING WITH REQUIRED SUBCONSULTANTS**
Consultant will coordinate the activities and deliverables of subconsultants needed to complete the project such as topographic, planimetric and boundary surveys, and geotechnical investigations.
- **PREPARE PRELIMINARY DESIGN SUBMITTALS**
Consultant will complete a project layout sheet that will depict the proposed improvements. Where relevant, the Consultant will provide exhibits showing design alternatives for the County to review and determine a preferred alternative. Consultant will conduct a preliminary design review meeting with the County to go over project scope of work, design alternatives, and discuss schedule for upcoming submittals.
- **PREPARE PRELIMINARY COST ESTIMATE AND REPORT**
The Consultant will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. The Consultant will provide a preliminary cost estimate based on record cost data and similar work. Cost estimate shall be included in the Preliminary Design Report.
- **PREPARE PLANS**
Plan sheets will be prepared depicting the proposed improvements as indicated under the specific project description. The number and content of the drawings will be determined during the design phase. The number of submittals will be separately determined for each project.
- **PREPARE SPECIFICATIONS**
The Consultant will assemble the specifications and bid documents for County to use in obtaining competitive bids for the work. All documents shall meet current FAA Standards for AIP funded projects. The number of submittals will be determined for each project separately.
- **PREPARE FINAL PLANS AND SPECIFICATIONS**
A final set of plans, specifications, and contract documents will be prepared that will incorporate revisions, modifications, and corrections determined during the FAA and County's review of the ninety-five percent submittal. In addition, the typical project will require the preparation of an Engineer's Design Report and the preparation and filing of a Construction Safety and Phasing Plan with the FAA.

Phase 3 Bid Administration

This phase involves those activities required to bid a project. Specific services to be provided will be determine for each individual project. Typical services include preparing the advertisement for bids, bid document distribution, conducting a pre-bid conference, responding to bidder's questions and preparing

and distributing addenda, performing bid review and preparing a bid tabulation, and preparing a recommendation for reward.

For Project Construction, the scope of work is broken down into four phases.

- Phase 1 – Pre-Construction Services
- Phase 2 – Construction Administration
- Phase 3 – Construction Observation and Material Testing
- Phase 4 – Post Construction Services

These phases are further described as follows:

Phase 1 Pre-Construction Services

Pre-construction services typically include arranging and conducting a pre-construction conference, review contractor's Safety Plan Compliance Document, prepare Construction Management Plan, update construction documents to include any addenda, confirm contractor has submitted required DBE information to meet goals and provided the necessary proof of insurance and bonds, and to coordinate and schedule subconsultants necessary for the project work.

Phase 2 Construction Administration

Construction Administration Services required for the execution of the contracted work include reviewing shop drawings and submittals, review quality control testing performed by the contractor, supervise and coordinate subconsultant contracts for field observations and testing, attend weekly progress meetings, review pay estimates and payroll reports, process change orders as needed, and meet with Sponsor as needed.

Phase 3 Construction Observation and Material Testing

This task includes construction observation, material testing during construction, on-site construction coordination of the Consultant's staff for the duration of the project, provide an on-site Construction Observer to coordinate and schedule Consultant's staff, answer questions, observe quality control activities, and record as-built changes and report non-compliance issues to the Sponsor.

Phase 4 Post Construction Services

Services include scheduling and conducting a final inspection with the Sponsor, Contractor, and FAA representatives to determine whether the project has reached substantial completion and verify that the work is in accordance with the Plans and Specifications, prepare a punch list of deficient items discovered throughout the course of the project and during the final inspection, assemble the project Record

Drawings collaboratively with the contractor and any subcontractors, and prepare the Final Construction Report.

Standard Billing Rate Schedule

Mead & Hunt's current "Western Standard Billing Rate Schedule" is attached for reference and is valid through December 31, 2017.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Upon initiation of an Adjusted Services Authorization (ASA) /Work Order approved by the County, compensation shall be for a total not to exceed the amount in each ASA / Work Order according to the Fee Schedule including with this Exhibit B accrued on an hourly basis for task oriented work or by a separate negotiated fee for other work as mutually agreed upon by County and Consultant. The Fee Schedule for this Agreement shall be negotiated no more frequently than on a yearly basis.

No compensation shall be due without prior authorization and a properly executed ASA / Work Order. Upon submission of an invoice by Consultant, and upon approval of County's representative, County shall pay Consultant monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in each ASA / Work Order. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Payment to Consultant by County shall be made within thirty (30) days after acceptance and approval of Consultant's itemized invoice.

Consultant's standard rate schedules will be valid through the term of this Agreement. Standard rates may be reviewed and negotiated on a yearly basis, no rate adjustment earlier than one year after start of contract. Consultant must submit a written request for adjustment to the County and state reason why rates need adjustment prior to the adjustment of rates.

All invoices shall be made in writing and delivered or mailed to the Nut Tree Airport as follows:

Nut Tree Airport
301 County Airport Road, Suite 205
Vacaville, CA 95688

MEAD & HUNT, Inc.
Western Standard Billing Rate Schedule
Effective January 1, 2017

Standard Billing Rates

Clerical	\$80.00 / hour
Technical Editor	\$106.00 / hour
Senior Editor	\$156.00 / hour
Registered Land Surveyor	\$120.00 / hour
Accounting, Administrative Assistant	\$98.00 / hour
Technician I, Technical Writer	\$91.00 / hour
Technician II, Surveyor - Instrument Person	\$106.00 / hour
Technician III	\$114.00 / hour
Technician IV	\$138.00 / hour
Senior Technician	\$165.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$125.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$137.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$148.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$169.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$182.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Interior Designer, Senior Project Planner	\$222.00 / hour
Senior Associate	\$271.00 / hour
Principal	\$281.00 / hour
Senior Client/Project Manager	\$281.00 / hour

Expenses

Geographic Information or GPS Systems	\$32.00 / hour
Total Station Survey Equipment	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$ IRS rate / mile
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Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2017, and will remain in effect until December 31, 2017, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

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 all 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 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, code1 (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: | \$1,000,000 | 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. |
| (Including operations, products and completed operations.) | | |
| (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. |
| (2) Professional Liability: | \$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 3 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.

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

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

(1) 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.

(2) 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 in excess of Contractor's insurance and shall not contribute to it.

(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 do so 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

In the performance of these services, the Contractor, its employees, officers, and directors shall exercise the degree of skill and care required by customarily accepted professional engineering, architecture and technical practices and procedures. If, in the opinion of the County, the Contractor, its employees, officers, or directors should fail to meet the standards specified in the preceding sentence, their obligation and liability to the County shall include the Contractor re-performing, at its own expense and without reimbursement by the County of any of its services which do not conform to the specified standard.

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 terminate 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.

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 or from any persons directly or indirectly employed by, or acting as agent for, Contractor, negligence, recklessness, or willful misconduct, excepting the 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. 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 CFR 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.

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

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 race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (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 the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare 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 the Federal Healthcare Programs or any state healthcare programs.

B. 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.

C. If services pursuant to this Contract involve healthcare 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 of 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.