

ADJUSTED SERVICES AUTHORIZATION NO. 5

REQUESTED BY: Solano County General Services
Airport Division
301 County Airport Road, Suite 205
Vacaville, CA 95819

DATE: OCTOBER 1, 2019

To confirm authorization for Adjusted Services to the existing Agreement between the County of Solano and Cannon Design dated July 23, 2019. Cannon Design agrees to provide site improvement plans on the Child Start project at 1500 Solano Avenue, Vallejo, CA as described in the attached scope of services.

The cost of the above services is for a total estimated amount not to exceed \$193,000 including all expenses, to be billed on monthly based for the actual costs of services provided. Cannon Design has verified and reviewed the scope of work to be performed and agrees that in its professional judgment the work can and shall be completed for the maximum cost set forth in this ASA No. 5.

All other terms and conditions of the original agreement (attached) dated July 23, 2019 remain in effect.

Agreed to:
County of Solano

By: _____
Birgitta E. Corsello, County Administrator

Date: _____

Agreed to:
Cannon Design.

By: Michael Smith
Cannon Design, Principal

Date: September 12, 2019

APPROVED AS TO FORM

Office of County Counsel

By: Burke Smith

July 29, 2019 (Rev 8/12/2019) (Rev 9/3/2019)

David Daly, Airport Manager

Airport Manager, Nut Tree Airport
Solano County Department of General Services
301 County Airport Road, Suite 205
Vacaville, CA 95688

RE: Child Start – Proposal for Site Improvements

Dear David:

Thank you for this opportunity to submit this formal proposal for the Site Improvements for the Child Start facility in Vallejo, California. The following information details our approach, the deliverables, schedule, and our fee proposal.

SCOPE OF WORK

Upon completion of the Facility Cost Comparison Study completed by CannonDesign and Cumming Corporation, the County has decided to proceed with developing the alternate site and construct a new facility for the Child Start company. The County and Child Start have agreed to utilize a pre-fabricated building structure, which will be designed by Meehleis Modular Buildings Inc. (MMB). MMB will be contracted directly by Child Start. CannonDesign was requested to develop the design and documentation for the Site Improvements only. CannonDesign will be contracted directly with Solano County. MMB will be responsible for the construction of the pre-fabricated building and the construction of the site improvements.

The site to be developed is at 1500 Solano Ave., Vallejo, CA, and approximately 0.31 Acres.

The following represents CannonDesign's Scope of work for the Site Improvements:

- Demolition of existing pavements and site features as needed to facilitate new construction.
- Site Design incorporating the building footprint provided by MMB.
- Identify an exterior children's play area of approximately 1,500 SF that will contain a play structure. Play structure to be by others (TBD).
- Design and documentation of low maintenance landscape.
- Develop Site Utilities to support the new building and site development. Utilities to include storm drain, sanitary waste, domestic water, electrical power to building, and natural gas, if required.
- Fencing around children play area site to be determined. Fencing around site perimeter to be determined.
- Project parking - All parking required for new facility is assumed to be on-site.
- Coordinate building location, access, and utilities with MMB.
- Permitting Scope:
 - CannonDesign Team to develop permit and construction documents for the site improvements and turn over to the County. MMB will be responsible for obtaining all required permits with the County.
 - CannonDesign Team will be responsible for response to plan review comments and update drawings as needed. MMB will interface with County Plan Reviewers and coordinate plan review responses to the County Plan Reviewers.
 - Building foundation and slab design and Building Design by Others (MMB).
 - Construction of Site and Building development by Others (MMB).
- Construction Support:
 - CannonDesign Team will not provide Construction Administration (CA) Support under the basic scope of services. CannonDesign recommends the County include CA support to assure field quality aligns with construction documents. CannonDesign may provide CA support as an Additional Service, if requested.

In addition, the County has requested the Design Team conduct a Topographic and Boundary Survey of the project site. The following outlines this scope:

1. **Boundary Analysis:** *BKF will perform a Boundary Survey and prepare a Boundary Analysis that will define the development parcel area. While performing the field work associated with the topography, BKF will conduct field research for primary monumentation to establish boundary resolution. Once the research and reconnaissance has been completed, BKF will perform a boundary determination, which includes an analysis of the assembled evidence with respect to its relationship to the title and other documentary evidence.*
2. **Topographic Field Survey:** *Simultaneous to conducting the field reconnaissance discussed above, BKF will provide the field work to prepare a complete Topographic Map for the subject property. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:*
 - a. **Field Survey** - *BKF will utilize traditional ground surveying methods to complete detailed topographic mapping. Obtaining information would include, but not be limited to, general topography, building corners, curbs and gutters, and will record any visible infrastructure such as drainage improvements, sanitary sewer, water, utility poles and overhead utilities. Accessible gravity utilities along the frontages and within the site will be opened and "dipped" to obtain pipe size, direction, and invert elevation.*
 - b. **Mapping** - *The mapping will be tied to available City benchmarks in order to place the project in the NAVD 88 vertical datum. Mapping is anticipated to be compiled at 1" = 20'. The mapping will also indicate individual spot shots (elevations) and 1-foot contours. The background mapping may be provided to various utility companies so they can locate their respective services. Once identified, the locations of the various utilities will be incorporated into the background mapping.*

MEETINGS AND SITE VISITS

Our proposal includes the following meetings:

- One (1) site visit to review existing site conditions.
- One (1) in-person meeting with the County to review final design documents.
- Up to four (4) conference calls with the County to review progress drawings and coordinate design with MMB.

Owner Responsibilities

The County will provide the following services and information that CannonDesign may rely upon in performing its services under the Agreement:

- The County will appoint a representative to acts on its behalf with respect to the project, and to provide written direction to CannonDesign
- The County will render timely decisions in writing when so requested by CannonDesign on matters pertaining to the progress of the work. The County's authorized representative will review, provide comments, and provide written approval of milestone submittals provided by CannonDesign at each phase.
- The County will furnish data, drawings, program, and other information as required for CannonDesign to perform its services, including, but not limited to Site Survey (boundary, easements, topographic and utility), Geotechnical Report, Hazardous Materials Survey, Tree Survey, and a written Program which sets forth the space requirements for the project.
- The County will establish a periodically update a budget for the project including the construction cost, the Owner's other costs, and reasonable contingencies related to all of these costs.

- The County will furnish tests, inspections and reports required by law or the contract documents, such as structural, mechanical and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- The County will furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary for the Project to meet the Owner's needs and interests.
- The County will furnish the services of consultants reasonably required for the project other than those designated in this proposal or will authorize CannonDesign to furnish them as an additional service.
- MMB will be responsible for all permitting and plan review interfaces with Authorities Having Jurisdiction (AHJ).
- ***A current title report for the property will be provide by the Owner.***

Additional Services/ Excluded Services

The services listed below as additional services are services that may be needed for this project and can be provided by CannonDesign or our consultants. Fees for these services are excluded from this proposal. Upon the request of the County, CannonDesign will provide a proposal for to perform these additional services:

- Programming and User Meetings
- Cost Estimating & Value Engineering
- Modifications of documents to meet budget.
- Measured drawings of existing conditions
- Existing facility surveys
- LEED Certification
- Life cycle cost analysis
- Additional design options
- Professional models, renderings, animations or fly-throughs
- Furniture, Furnishings and Equipment selection or procurement
- Commissioning Services
- Services required by extension of schedule or change in scope, including, but not limited to, size, quality, complexity, the Design-Builder's schedule or budget, or procurement method.
- Revisions to previously approved submittals.
- Revisions required due to changes in codes, laws or regulations
- Engineering services and specialty consultant services, other than as specified in this proposal
- Multiple bid packages
- Services related to future facilities
- On-site project representation
- Record Drawings at completion of construction based on Contractor As-Builts
- Building design and building engineering
- Boundary, topographic and utility surveys
- Geotechnical services
- Services related to identification or abatement of hazardous materials.
- Services relating to on-site safety.
- Permit Submittal / Interface with County Plan Reviewers
- Bidding or Construction Administration Phase Services and Construction Site Observation Visits
- Scheduling or cash flow analyses.
- Structural Engineering services related to site walls or other site improvement structures.
- Environmental Impact Report / Studies

DELIVERABLES

We propose to deliver the project in two phases: Schematic Design Phase and Construction Documents Phase. Construction Documents will submit a Progress Set at 60% and 95% completion as indicated in the schedule for County review.

SCHEDULE

We are ready to start immediately upon fully Adjusted Services Authorization. The fees proposed are based upon the following schedule as requested by the County.

- County Contracting with CannonDesign (*Notice to Proceed*) – Complete by ~~August 1-30, (TBD)~~
- **Site Survey Tasks: 3-4 Weeks**
- Schematic Design – ~~Complete by September 1-30, 2019 (4 Weeks- upon receipt of survey)~~
- Civil and Site Improvement Plans (Cannon Design) Construction Documents (135 days total)
 - Construction Documents (60%) ~~Plans by Nov 15- Dec 20, 2019 (TBD)~~
 - Construction Documents (95%) ~~Plans by Jan 15- Feb 13, 2020 (TBD)~~
- Project Plan Check and Permitting – ~~Complete by April 1, 2020 (TBD) (Tentative based upon AHJ review)~~
- Project Construction (Site Improvements): May – June 2020
- Building Installation: Sept – Oct 2020
- Project Completion Hard Deadline – Nov 15, 2020

PROPOSED FEE

Cannon Design proposes compensation for the **base scope** of professional Architectural/Engineering services outlined herein, for a **total lump sum fee in the amount of One-Hundred Ninety-Three Thousand Dollars (\$193,000.00)**, inclusive of sub-consultant costs, but exclusive of the allowance for reimbursable expenses. The fee will be billed monthly based on the percent completion of the work.

The proposed fee is broken down by discipline **and phases** as follows:

PRE-DESIGN – SURVEY

<i>Consultant</i>	<i>Scope</i>	<i>Pre-Design</i>	<i>Total Fee Per Consultant</i>
<i>CannonDesign</i>	<i>Project Management</i>	<i>\$1,500.00</i>	<i>\$1,500.00</i>
<i>BKF Engineers</i>	<i>Survey Tasks:</i>		
	<i>Boundary Analysis</i>	<i>\$4,500.00</i>	<i>\$10,000.00</i>
	<i>Topographic Survey</i>	<i>\$5,500.00</i>	
	<i>Pre-Design Fee Totals:</i>		<i>\$11,500.00</i>

DESIGN

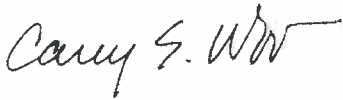
Consultant	Scope	Schematic Design	Construction Documents (60%)	Construction Documents (100%)	Total Fee Per Consultant
CannonDesign	Project Management / Design Architecture / Specifications	\$29,850.00	\$35,500.00	\$23,650.00	\$89,000.00
CannonDesign	Site Electrical Engineering	\$2,000.00	\$4,500.00	\$3,500.00	\$10,000.00
BKF Engineers	Site Civil Engineering	\$10,000.00	\$24,000.00	\$16,000	\$50,000.00
The Guzzardo Partnership	Landscape Architecture	\$9,750.00	\$13,650.00	\$9,100.00	\$32,500.00
	Fee Totals:	\$51,600	\$77,650.00	\$52,250.00	\$181,500.00
		28%	43%	29%	100%

Reimbursable expenses are in addition to the professional fee and include costs incurred by CannonDesign in the interest of the project. They include expense of transportation in connection with the project; other travel expenses; reproduction; plotting; postage; long distance telephone and fax charges; model materials and supplies; renderings; cost of special mockups; and custom samples as applicable. Expenses will be invoiced at cost plus ten percent (10%).

CannonDesign's billing rates, applicable to additional services are stated in the Master Agreement with the County and as outlined on the attached consultant hourly rate schedules.

Thank you for the opportunity to provide this proposal; we look forward to this collaboration. Please let us know if you have any questions about this proposal.

Sincerely,



Carey Woo, AIA, CDT, LEED AP
Senior Vice President
CannonDesign

Attachment: Consultant Hourly Rate Schedules

Cc: Michael Smith, AIA, LEED AP BD&C, CannonDesign

PROFESSIONAL PERSONNEL SERVICE FEES

JANUARY 1, 2019 - DECEMBER 31, 2019

PERSONNEL

HOURLY RATES

ENGINEERING

Senior Associate	\$220.00
Associate	\$214.00
Project Manager	\$204.00 - \$210.00
Engineer IV	\$189.00
Engineer I, II, III	\$134.00 - \$154.00 - \$174.00
Engineering Assistant	\$82.00
Junior Engineer	\$70.00

PLANNING

Planner I, II, III, IV	\$134.00 - \$154.00 - \$174.00 - \$189.00
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SURVEYING

Senior Associate	\$220.00
Associate	\$214.00
Project Manager	\$204.00 - \$210.00
Surveyor I, II, III, IV	\$134.00 - \$154.00 - \$174.00 - \$189.00
Survey Party Chief	\$175.00
Survey Chainman	\$113.00
Apprentice I, II, III, IV	\$70.00 - \$93.00 - \$103.00 - \$109.00
Instrumentman	\$150.00
Surveying Assistant	\$82.00
Junior Surveyor	\$70.00
Utility Locating Superintendent	\$176.00
Utility Locator I, II, III	\$91.00 - \$129.00 - \$155.00
BIM Specialist I, II, III	\$134.00 - \$154.00 - \$174.00

DESIGN AND DRAFTING

Technician I, II, III, IV	\$128.00 - \$136.00 - \$148.00 - \$161.00
Drafter I, II, III, IV	\$100.00 - \$110.00 - \$118.00 - \$132.00

CONSTRUCTION ADMINISTRATION/QSP-QSD

Senior Construction Administrator	\$198.00
Resident Engineer	\$147.00
Field Engineer I, II, III	\$134.00 - \$154.00 - \$174.00
Senior Consultant	\$229.00

SERVICES AND EXPENSES

Project Assistant	\$82.00
Clerical/Administrative Assistant	\$70.00

Principals' time on projects is chargeable at \$246.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile. Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts. Expert witness/litigation rates are available upon request.



**THE
GUZZARDO
PARTNERSHIP INC.**

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Principals	\$150.00 per hour
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Senior Associates	\$120.00 per hour
Associates	\$110.00 per hour
Senior Staff	\$100.00 per hour
Staff	\$90.00 per hour



**County of Solano
Standard Contract**

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

CANNON PARKIN INC, d/b/a CANNONDESIGN

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

This Agreement is for a period of three years, beginning July 23, 2019 and ending June 5, 2022

3. The maximum 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


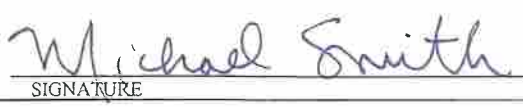


Exhibit B – Budget Detail and Payment Provision

Exhibit B - 1 – Fee Schedule

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on July 23, 2019.

CONTRACTOR	COUNTY OF SOLANO
<u>Cannon Parkin Inc., d/b/a CannonDesign</u> CONTRACTOR'S NAME	 AUTHORIZED SIGNATURE
 SIGNATURE	<u>Birgitta E. Corsello, County Administrator</u> TITLE
<u>Michael Smith, AIA, LEED AP BD+C: Principal</u> PRINTED NAME AND TITLE	<u>675 Texas Street, Suite 2500</u> ADDRESS
<u>1901 Avenue of the Stars, Suite 175</u> ADDRESS	<u>Fairfield</u> CA <u>94533</u> CITY STATE ZIP CODE
<u>Los Angeles</u> CA <u>90067</u> CITY STATE ZIP CODE	Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:  COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 3/11/19

Work Group - This group performs the day-to-day work and prepared 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.

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.

TASK LIST

The following is a non-exclusive overall list of tasks for which Cannon Parkin Inc., d/b/a CannonDesign shall be responsible, to the extent congruent with Cannon Parkin Inc., d/b/a CannonDesign's professional and/or lawfully licensed capabilities, and is the same list included in the referenced RFQ. Specific scopes of work for each project/task may vary based on actual project need. Cannon Parkin Inc., d/b/a CannonDesign 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. During each phase listed below, coordination and consultation with other County agencies and/or Authorities Having Jurisdiction will be required.

1. PRE - PROJECT ACTIVITIES

As project needs are identified, the County determines an appropriate course of action, available resources, and project priority. Technical Support Service tasks may include:

- Assist in the development of conceptual project scope
- Evaluate needs, resources, influences, and factors
- Assist in identifying design, engineering and financing alternatives and options
- Assist in the development of conceptual project budget
- Assist in identifying requisite project stakeholder responsibilities
- Determine design, engineering and construction scope of work; County/contractor responsibility
- Determine cost elements required for the project and provide a statement of probable cost
- Meet with representatives of the County Administrator's Office (CAO), General Services Administration (GSA) and/or other User Departments
- Present concepts and projects in a public forum to general public and/or elected officials
- Develop Project schedule, concept drawings and/or narrative
- Prepare meeting minutes (typical all phases)
- Make recommendations on the method of project procurement (i.e.: design/bid/build, design/build, etc.)

- Respond to Requests for Information (RFI)
- Monitor project budget and schedule; prepare status reports
- Check documents to assure correlation with project scope and program
- Perform schematic design review
- Prepare or update statement of probable cost
- Estimate project design and construction timeline
- Obtain stakeholder approval(s) of schematic design
- Prepare meeting minutes

5. DESIGN DEVELOPMENT

This phase fixes and describes the size and character of the project, including the architectural, structural, mechanical and electrical systems, materials, etc. Accountability for budget compliance is crucial. Value engineering, sustainability review and general constructability considerations should take place in this phase. Logistical issues and collateral impacts that may be precipitated by the project should be identified. Technical Support Service tasks may include:

- Prepare design development documents or make determination to outsource preparation of design development documents
- Conduct value engineering/sustainability review of design development
- Set up and monitor team meetings
- Prepare meeting minutes
- Perform Value Engineering evaluations in tandem with budget analysis to further refine the development of project(s)
- Monitor project budget and schedule; prepare status reports
- Report any deviations to project schedule and/ or budget
- Coordinate County and consultant participants
- Oversee the appropriate activities for the procurement process (i.e.: design/bid/build, etc.)
- Respond to Requests for Information
- Obtain and record decisions
- Perform design development review
- Prepare DD-level cost estimate at e.g. 50%, 100% ODs
- Update project design and construction timeline
- Obtain approvals of design development

6. CONTRACT DOCUMENTS

During this phase, materials are developed that will become the means of administering the construction process and form the basis of the legal and contractual requirements and obligations and responsibilities of the owner, contractor, and design professional. The documents communicate to the contractor the quantities, qualities, and relationships of all work required to construct the project. They will also be the means of obtaining regulatory approvals to proceed with the construction. Technical Support Service tasks may include:

- Prepare contract documents or make determination to outsource preparation of contract documents
- Coordinate team meetings
- Monitor project budget and schedule; prepare status reports

- Attend weekly work group meetings
- Identify and facilitate bidding of long-lead materials and equipment for early purchasing
- Report project progress/issues requiring Owner resolution
- Report cost and schedule impacts
- Prepare cost estimates to verify change order claims
- Assist in processing RFIs, Bulletins, RFPs; prepare change orders
- Assist in processing of submittals/review submittals
- Assist in processing of substitution requests/review substitutions
- Ensure Project Record Documents are being updated and delivered to the County
- Monitor project schedule
- Monitor project budget
- **Coordinate/Manage** information provided to Utilities providers
- Facilitate coordination of inspections with other regulatory agencies
- Assist in reviewing and processing of progress payments/pay requests
- Coordinate systems testing programs
- Assist in administering close-out process
- Review certified payroll verification
- Assist in claims analysis and dispute resolution
- Coordinate and consolidate final inspections and punch lists for completion
- Assist in preparation of Notice of Completion

9. POST CONSTRUCTION

The purpose of this phase is to evaluate the performance of the project. As the user moves in, attention to overlooked details and their correction is important. This phase also affords the opportunity to review processes and procedures, consultant and contractor performance. This helps evaluate product performance, and construction/installation details. Technical Support Service tasks may include:

- Facilitate move-in activities
- Participate in management of warranty work
- Perform consultant evaluation
- Perform contractor evaluation
- Provide information to document final project costs/cost evaluation
- Perform product specification evaluation
- Perform General Conditions/General Requirements review
- Document lessons learned for use on future projects
- Facilitate County staff performance review
- Assist in developing and administering and updating data base for future project reference

10. OTHER SERVICES

Other Technical Support Service tasks may include:

- Assist in managing solicitation processes to procure consultant/construction resources for projects
- Assist in documenting project organization and procedures at project start-up to provide continuity between project phases
- Estimate design/engineering concepts and compare to cost models

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

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.

2. METHOD OF PAYMENT

Upon initiation on 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 attached Fee Schedule (here – Consultant's rates sheet to be attached) accrued on an hourly basis to task-oriented work or by a separate negotiated fee for other work as mutually agreed upon the County and Consultant.

No compensation shall be due without prior authorization and corresponding properly executed ASA/Work Order.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard **Contract/ASA/Work Order**. Each invoice must specify services rendered, to whom, date of service and the accrued charges. County will endeavor to pay Contractor within thirty (30) days after acceptance and approval of Contractor's itemized invoice.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. 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.

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.

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) 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.

cost that may be necessary in order 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 Contractor without charge to County upon discovery by or notice to the Contractor. In the event that responsibility for the error or omission is shared by parties other than the Contractor, the cost split will be determined in accordance with the dispute resolution provisions of the contract.

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 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. For claims arising out of Contractor's performance of professional services under this Agreement, Contractor will indemnify the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, or damages, including reasonable attorney's fees arising directly from Contractor's negligent acts, errors or omissions, or the negligent acts errors and omissions of any persons directly employed by Contractor, excepting the negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injuries and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering services.

C. 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,

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.

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. 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 ("Instruments of Service"), upon payment of all sums due under this Agreement. Notwithstanding the foregoing, Contractor shall retain ownership rights of all intellectual property in existence at the time services were provided, including but not limited to, standard specifications "Pre-Existing Intellectual Property". In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Contractor and Contractor's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service when done without retaining the author of the Instruments of Service.

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:

(1) 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

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

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, 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Agreement shall be automatically extended 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 Agreement is extended, compensation for the extension period shall not exceed (contract amount).

2. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law or court order. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.