

Contract for Services

This agreement is made between Contractor Compliance and Monitoring Inc (hereinafter CCMI) and Lake Don Pedro Community Services District (hereinafter the Client) for CCMI to provide prevailing wage and labor compliance services to the Client.

Scope of Work:

CCMI will provide labor compliance assistance consistent with its proposal attached and incorporated here in as Exhibit A. CCMI does not provide legal advice.

Fee Schedule:

CCMI will provide all monitoring services in accordance with its proposal attached as Exhibit A

CCMI does not perform legal work. Legal work can be performed by the Law Office of Deborah Wilder at the rate of \$450 an hour.

Communications/ Implementation:

The Client's contact person shall be: Peter Kampa, pkampa@kampacs.com

CCMI's main contact person will be: Deborah Wilder dwilder@ccmilcp.com; and, Yvonne Nickles ynickles@ccmilcp.com.

Insurance:

CCMI maintains \$1,000,000.00 in general liability coverage and \$1,000,000.00 in professional liability coverage. CCMI will provide a Certificate of Insurance to the City to meet the City's requirements.

Assignment:

CCMI will not assign this agreement or any interest herein to a third party without the Client's express written consent.

Compliance:

CCMI agrees to comply with all applicable State and Federal and local laws, rules, regulations, ordinances, policies and procedures in the conduct of the project specified herein. CCMI is a California corporation in good standing and is an independent contractor and not an officer, agent or employee of the Client.

Indemnification:

CCMI shall indemnify and hold the Client harmless from and defend the Client and its employees against all claims, demands, action, or liability for injury or damage to persons or property arising from any wrongdoing by CCMI under this contract. Should CCMI be exonerated from any wrongdoing or claims against CCMI are dismissed, Client will agree to reimburse CCMI for all costs and attorney's fees expended by CCMI in its defense.

Termination:

This contract may be terminated by either party upon 15 days written notice. Once the contract is terminated, CCMI will be under no obligation to provide any further or additional services. CCMI will be entitled to full payment for all services rendered until the agreement is terminated.

Integration and Amendments:

This agreement shall cover all terms of the engagement between the Client and CCMI and may only be modified in writing.

Dispute Resolution:

Should a dispute arise under the terms of this agreement, the parties agree to take this matter to mediation before a locally retired judge in the County in which the Client is located (within the State of California). In the event that the dispute is not resolved through mediation, the retired judge shall then issue an arbitration ruling, which shall become final and binding upon the parties and enforceable in a court of law. Each side will pay ½ of the mediator/arbitrator's fee.

Date: December 17, 2018

Lake Don Pedro Community Service District

By:
Lake Don Pedro Community Services District
9751 Merced Falls Rd.
La Grange, CA 95329

Contractor Compliance and Monitoring Inc.



By: Deborah E.G. Wilder, President
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San Mateo, CA 94404
650-522-4403
dwilder@ccmilcp.com