

Contract Log # _____

**COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **Richard Chuck**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Professional consulting to be performed in connection with the Marin County communications system; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$500,000.00** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **July 1, 2007**, and shall terminate on **June 30, 2010**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed *\$2,500 unless approved by the County.

6.4.a Professional Liability Insurance..... **(check box if required)**

*Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (**Exhibit "C"**) to be completed.

6.4.b Maritime Insurance..... **(check box if required)**

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager) named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager:	Farhad Mansourian, Director
Dept./Location:	Department of Public Works
	P. O. Box 4186
	San Rafael, CA 94913-4186
Telephone No.:	415 499-6570

Notices shall be given to Contractor at the following address:

Contractor:	Richard Chuck
	PO Box 416
Address:	Cotati, CA 94931
	(415) 602-2041
Telephone No.:	

21. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

- EXHIBIT A.** **Scope of Services (required)**
- EXHIBIT B.** **Fees and Payment Schedule (required)**
- EXHIBIT C.** **Insurance Reduction/Waiver**

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
COUNTY OF MARIN:**

By: _____
County Administrator

CONTRACTOR:

By: _____
Name: Richard Chuck
Telephone No: (415) 602-2041

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason applies)

REASON(S) REVIEW:

- Contract Requires Board of Supervisor's Approval**
- Standard Short Form Content Has Been Modified**
- Optional Review by County Counsel at Department's Request**

County Counsel: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES (required)

The following services shall be provided by the Consultant from the date awarded through the completion of the Agreement. This contract shall commence on July 1, 2007 and terminate on June 30, 2010. Services beyond the scope of this Agreement shall be on an "on call" basis, to be negotiated on a time and materials basis separate from the basic Consultant contract.

Consultant shall prepare and present a monthly written report to Department of Public Works Director which summarizes the key issues relating to the following tasks:

- A. Provide assistance to MERA and County regarding completion of the Motorola trunked system contract.
- B. Review and assist County Staff to complete required MERA system subscriber programming.
- C. Review and assist County Staff to complete required MERA system network programming and data base administration.
- D. Provide technical assistance to County Staff and MERA members regarding network maintenance, interference and installation issues.
- E. Review research and development regarding developing communications system technologies.
- F. Monitor State and Federal regulations and legislation regarding communications related issues and recommend alternatives to Department of Public Works Director.
- G. Seek and track communications system related grants available to all MERA agencies.
- H. Other related services as assigned by County.

CONSULTANT AGREEMENT EXHIBIT "A"

- A. The County may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed by the Consultant hereunder. If such changes cause an increase in the Consultant's cost or time required for performance of any services required under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
- B. Any claim of the Consultant for adjustment of this agreement under this Article 3.00 shall be asserted in writing within ten (10) days from the date of receipt by the Consultant notification of change.
- C. No services for which additional compensation, or compensation based on time and materials, shall be furnished by the Consultant without prior written authorization of the County.

The Consultant's compensation as defined in Article 4.00 "Basis of Compensation," is the maximum compensation payable under the terms of this Agreement and is subject to adjustment as provided in this Agreement. The Consultant shall not provide services beyond the scope of this Agreement unless those services and compensation for those services have been defined in an approved amendment to this Agreement. No one other than representatives of the County can bind the County with regard to payment for services which exceed the amount payable under the terms of the Agreement.

Major Changes - In the event the County requires a major change in the scope, complexity or character of the work after preliminary or final plans have progressed as directed by the County, adjustments in compensation to Consultant and in the time for performance of work, as modified, shall be determined through negotiation between parties to the Agreement.

Minor Changes - In the event the County requires minor changes in the scope, complexity or character of the work, not including the correction of errors made by the Consultant, after preliminary plans or final plans have progressed as directed by the County, these County-initiated changes shall be considered as additional services as set forth in Article 4.05, Additional Services, hereof.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

- A. In no event will the cost to County for the services to be provided herein exceed the maximum sum of five hundred thousand dollars (\$500,000), including direct non-salary expenses.
- B. In consideration of the performance of the Work herein contained on the part of the Consultant, the County agrees to pay the Consultant for performing the services as described in Article 2.00, of this Agreement, the Total Contract Sum of four hundred ninety-three thousand, four hundred thirty-seven dollars (\$493,437) payable in equal monthly payments of \$13,706.58 plus expenses. All tasks shall be reported on a monthly basis. Said sums shall include all business related fees, licenses, permits, insurance, business and occupation taxes, state and local sales taxes and consumer taxes, which are legally enacted as of the date of this Agreement, whether or not yet in effect and shall be subject to adjustment as provided in this Agreement.

The above Total Contract Sum payment is for satisfactory performance in accordance with professional standards normal to advisory consultants and includes all direct costs, salaries, fringe benefits, overhead and profit. Payments to Consultant shall be made monthly subject to adjustment for actual Reimbursable Expenses as set forth below.

- C. Fees for Services as listed in the Scope of Work represent a joint estimate by Consultant and County as to the likely level of efforts required. Services shall include all such services provided by Consultant on behalf of the County as a result of claims or changes in the work which would otherwise make Consultant fees exceed the monthly projected amount for Fixed Services. Payment to Consultant for all services over and above the Scope of Work shall be made monthly at the hourly rates set forth in Article 4.05 Additional Services.

The parties hereto acknowledge that the Total Contract Sum is initially established through joint estimate of the required Scope of Work. Such Sum may be lower than so estimated. If County elects not to increase said sum, then Consultant shall not be obligated to perform additional services hereunder beyond those services for which said Total Contract Sum covers. In the event County elects to increase the Total Contract Sum necessary to complete said Scope of Work, then Consultant agrees to complete said Scope of Work or to continue services to the extent that said Total Contract Sum has been increased.

4.02 REIMBURSABLE EXPENSES

- A. Reimbursable expense allowance - The above Maximum Contract Sum and Scope of Work also include a reimbursable expense allowance in an amount that shall not exceed an additional 10% of all fees for Professional Services. Reimbursable expenses shall not exceed this formula without prior written agreement of County. Reimbursable expenses shall be billed at the actual cost for travel, long distance telephone and job related expenses for all Consultant's staff including per diem expenses for Consultant's staff.
- B. No markup will be charged on those Consultant's subconsultants set forth in Section 4.05.
- C. Travel and Per Diem Expenses: Consultant shall be reimbursed for travel and per diem expenses and other direct expenses (not including on-site representatives) in accordance with Consultant's established policies. If Consultant's employees travel by private or commercial coach aircraft, Consultant will be reimbursed at commercial coach airline rates for the class of fair authorized for equivalent Consultant's employees under Consultants established policies. For any part of the route for which there is no regularly scheduled commercial coach air service, reimbursement shall be at prevailing published rates. Per diem reimbursement includes parking at airports, taxis to the job site and meals and accommodation expenses.

CONSULTANT AGREEMENT EXHIBIT "A"

4.03 LEVEL OF EFFORTS

Total Contract Sum is based upon the initial project estimate of one professional for a 36 month period. In the event the proposed actual work required to complete the project would exceed the estimate, the parties agree to renegotiate by mutual agreement an increase in the Scope of Work and Fees which increase shall not be subject to the limit of the Total Contract Sum.

4.04 ADDITIONAL SERVICES

- A. If County requires any additional services not included as part of the Basic Services from the Consultant, payment for such services shall be based on the following hourly rates, which include all direct costs, salaries, fringe benefits, overhead and profit.

<u>POSITION</u>	<u>HOURLY RATE</u>
Professional/Technical	\$150
Administration	\$ 75

Long term contract extensions can be individually negotiated.

- B. The hourly rates as set forth in this Article 4 shall remain in force through Calendar 2008, without adjustment.
- C. In the event that County wishes to extend this Agreement the rates shall be adjusted by a factor of 1.0 times the increase in the Consumer Price Index for the County of Marin (State of California) from July 2008.

4.05 NO DEDUCTION IN PAYMENTS

No deduction will be made by County from any payment due the Consultant on account of penalties, liquidated damages or other sums withheld from payments on account of the cost of changes in the Work, claims or lawsuits through no fault of the Consultant.

4.06 BILLING AND PAYMENT

- A. Monthly Billing - On or about the first (1st) day of each month, Consultant shall furnish the County with a progress invoice of all professional services rendered and reimbursable expenses incurred during the preceding calendar month. Fees for Fixed Services shall be billed in accordance with the Scope of Work. Each progress invoice will be supported by vendors' invoices, expense reports, and any other documentation necessary to substantiate the basic fees and reimbursable expenses. Each invoice shall summarize previous billings, and any balance remaining, separately identified from the current billing. County shall pay the invoiced amount within thirty (30) calendar days after receipt of the invoice. Reimbursable expenses may be billed separately from fees for Basic Services but in no case shall Reimbursable expenses be billed more frequently than once per month.
- B. Final Billing - Upon termination of this Agreement, Consultant shall submit a statement summarizing previous billings rendered, payments received and any balance remaining. Added to such statement, and properly supported by documentary evidence of expenditure, shall be any changes to the total cost of the Services not reported previously. Within ten (10) days after receipt thereof, County shall pay Consultant all remaining amounts due.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____