

Contract Log # _____

**COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **LINDA HERMAN CONSULTING**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: **provide programming and space planning for the County of Marin Assessor-Recorder, Civic Center rooms 208 - 212 and 230 - 234**; 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 **\$37,500** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **the date this agreement is signed**, and shall terminate on **March 31, 2007**. 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. (see sample form: ISO - CG 20 10 11 85).

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:	Siamak Motahari
Dept./Location:	Department of Public Works
	P. O. Box 4186
	San Rafael, CA 94913-4186
Telephone No.:	415 499-7877

Notices shall be given to Contractor at the following address:

Contractor:	Linda Herman Consulting
	33 Spring Street
Address:	P. O. Box 89
	Lagunitas, CA 94938
Telephone No.:	415-488-9540

21. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

EXHIBIT A. **Scope of Services**

EXHIBIT B. **Fees and Payment**

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: _____
PRESIDENT, Board of Supervisors

CONTRACTOR:

By: _____
Name: Linda Herman
Telephone No.: 415-488-9540

**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)

Contractor agrees to provide all labor, materials, equipment, transportation, and incidentals necessary to provide programming and space planning for the County of Marin Assessor – Recorder. The Project consists of approximately 12,073 square feet, inclusive of Rooms 208-212 and 230-234, at 3501 Civic Center Drive, San Rafael.

Drawings shall be produced using AutoCAD Release 2004 software, in compliance with County standards and AIA CAD Standards. Contractor shall submit space plans in both AutoCAD and .pdf formats.

Contractor shall provide plans that comply with applicable safety codes, rules and regulations, including but not limited to CAL/OSHA and California Building Code Title 24, County Guidelines, furniture standards and American with Disabilities Act. Where codes conflict the more restrictive shall govern.

Each subsequent phase of services shall be initiated only upon written authorization by the County.

The scope of work is more completely defined but not limited to, the following:

Phase One - Programming

Provide the following programming services to confirm the Assessor - Recorder goals and spatial needs:

- A. Interview Assessor - Recorder representatives to verify the group functional needs (five (5) interviews are assumed):
 1. Departmental function, systems and procedures;
 2. Current employee needs and potential future growth;
 3. Personnel adjacency concepts;
 4. Work patterns and space needs;
 5. Security requirements;
 6. Special equipment requirements;
 7. Storage requirements.
- B. Document collection of data into a program document and submit for review and comment.
- C. Review program document with designated representatives and incorporate any final revisions or additional information.

Phase Two – Schematic Design

Upon written direction by the County of Marin, provide the following schematic design services:

Space Planning:

- A. In response to the goals and objectives identified within the Assessor - Recorder space program, develop up to three (3) conceptual space plan studies showing proposed layout.
- B. Field measure to confirm locations and dimensions of conditions, whether or not shown on the base building drawings provided by the County of Marin, Department of Public Works (DPW). Field verify all existing conditions, including furniture, electrical systems, lighting, and walls.
- C. Document all existing files, bookcases, storage cases and seating. Review to determine whether any are to be reused.
- D. Review the space plans with DPW for preliminary approval. Incorporate comments as necessary.
- E. Review the space plan studies with the Assessor - Recorder representative(s) for operational fit and feasibility.
- F. Review the space plan with the Treasurer – Tax Collector for coordination of the shared counter.
- G. Prepare, as requested, one (1) major and one (1) minor revision to the space plan, incorporating County comments as necessary.
- H. Coordinate space plan with existing ceiling layout and power ducts.
- I. Submit revised space plan to Assessor - Recorder and DPW for final approval.

Schematic Design:

- A. Develop workstation and private office furniture configurations for size and type per County of Marin furniture standards.
- B. Review workstation and private office configurations with user groups for approval.
- C. Revise furniture layouts as required.
- D. Incorporate the approved workstations into the approved space plan.

Phase Three – Contract Documents

Upon written direction by the County of Marin, proceed with the preparation of contract documents, including the following:

Construction Documents:

- A. Prepare electronic documentation of existing conditions.
- B. Prepare construction documents suitable for permitting, pricing and construction including, but not limited to, the following:
 - 1. Construction plan showing layout of any new and existing partitions and items of built-in construction;
 - 2. Power and signal plan showing electrical, telephone and data outlet locations and type, coordinated with the locations of furniture and equipment.
 - 3. Details and elevations as required.
 - 4. Notes, legends, and schedules as required.
 - 5. Specifications for construction items.
- C. Review construction documents with DPW for preliminary approval. Incorporate comments as necessary.
- D. Coordinate the construction documents with the County's furniture vendor.

Furniture Documentation:

- A. Prepare furniture plan with symbols identifying and locating each item of new furniture and furniture systems.
- B. Prepare enlarged workstation typicals and elevations indicating size and location of all components per furniture plan.
- C. Prepare specifications for freestanding furniture, if necessary, identifying all finishes and required information.
- D. Coordinate the construction documents with the power/signal work required for the furniture installation.
- E. Review furniture plan and specifications with designated representatives for accuracy and completeness.
- F. Review furniture plan and specifications with furniture vendor for completeness and coordination with any site issues.

Furniture Pricing

- A. Issue the furniture plan and specifications to County's vendor to obtain quotes for the purchase and installation of furniture and furnishings, in accordance with the specifications.
- B. Provide written clarification as requested by vendor and answer questions during the pricing process.
- C. Review quotation for compliance with specifications.
- D. Review the schedule with designated representatives, the General Contractor (if necessary) and the furnishings vendor for lead time considerations and coordination with construction activities.

Phase Four – Construction Administration

Upon written direction by the County of Marin, proceed with the following Construction Administration services:

Bidding and Negotiation

- A. Provide the DPW with a reproducible set of the construction documents for their use in obtaining General Contractor bid proposals for the proposed improvements.
- B. Provide written clarification, as required, to answer questions during the bid process.
- C. Assist in the review of all bid proposals for compliance of construction documents, project program and design intent.
- D. Meet with DPW's designated representative to review the general contractor bid proposals.
- E. As required, meet with DPW's designated representative and the General Contractor to review the subcontractor bid proposals.

Permit Application

- A. Provide the required number of sets of construction documents for submittal to the County Building Department for building permit application and plan check. County of Marin will apply for permit.
- B. Issue clarifications in response to the County Building Department's questions regarding the architectural improvements and review any plan check comments with DPW's designated representative.
- C. Revise the construction documents, if required by the County Building Department, to incorporate the plan check comments into the permit documents.

Construction Observation

- A. Attend a pre-construction meeting at the site with the Project's construction team to review construction procedures, project schedule and the expected quality.
- B. Visit the site weekly, up to eight (8) weeks, to determine whether the work is proceeding in conformance with the construction documents. On the basis of such on-site inspections, Contracto will inform DPW's representative of the progress and quality of workmanship of the Project.
- C. Prior to occupancy, prepare and issue to the General Contractor an appropriate punch list of items to be corrected.

Furniture Installation

- A. Prior to occupancy, prepare a punch list of furniture items to be corrected by the furniture vendor.

Preliminary Schedule

The following is a preliminary estimate of time duration for the scope of work as outlined above:

- 1. Programming: 2 weeks
- 2. Space Planning: 4 weeks
- 3. Contract Documents: 6 weeks

Exclusions:

Any services pertaining to the identification of and/or removal of hazardous materials.

Additional Services:

Contractor will provide the following additional services if required and/or requested:

- A. A change in the original scope of services or additional work requested, including any rework of, or change in, previously approved work.
- B. Services for a building or location other than the Civic Center.
- C. Space planning for swing space for interim move during construction.
- D. Any services required due to restrictions that the County may impose on the Project after services commence.
- E. Engineering services including, but not limited to, mechanical, electrical, structural, energy-use compliance, lighting, acoustical, artwork, cost estimating, data, and security.
- F. Consultant services pertaining to artwork, accessory, planting and graphic programs.
- G. Consultation with staff for the design of one-of-a-kind furnishings and/or personal offices.
- H. Inventory of existing furniture and/or furnishings.
- I. Preparation of specifications for the repair and/or reconditioning of existing furnishings for reuse in the Project.
- J. Any services pertaining to the identification of and/or removal of hazardous materials are specifically excluded from these services.
- K. Additional value engineering services above and beyond those described in scope of work.
- L. Other services related to the Project but not specifically included under scope or work.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

Contractor shall be paid up to the maximum sum indicated in Section 4. of this agreement.

Fees shall be allocated per the following breakdown:

Phase One: Programming	\$ 2,800
Phase Two: Schematic Design	\$ 12,000
Phase Three: Contract Documents	\$ 14,400
Phase Four: Construction Administration	\$ 8,300

Payment shall be made to the Contractor upon receipt of monthly, itemized invoices in accordance with the fee schedule below:

Principal	\$ 80.00 per hour
Drafter	\$ 65.00 per hour
Project Administrative Support Person	\$ 50.00 per hour

The above hourly rates include all routine charges for expenditures such as clerical, reproduction, mail, telephone calls, and travel to Marin County for meetings. Unusual charges approved in advance by the County such as express mail, courier service, report printing, sub consultants, etc. shall be reimbursable at Contractor's cost upon submission of a paid invoice.

PAYMENT

The fees for services under this Contract shall be due within thirty (30) calendar days after receipt by the County of an invoice covering the service(s) rendered.

CONSULTANT SERVICES

Invoices for any project-related consultant services, such as mechanical, electrical, acoustical or structural engineering, renderings or preparation of finish models, if provided by Linda Herman Consulting, will be billed monthly with a 1.5% handling fee. Where applicable, Linda Herman Consulting will monitor consultant services to verify that services rendered are in accordance with fees.

ADDITIONAL SERVICES

Fees for Additional Services, if required, will be billed monthly on an hourly basis, per the rates listed below.

Principal	\$ 80.00 per hour
Drafter	\$ 65.00 per hour
Project Administrative Support Person	\$ 50.00 per hour

Provision of additional service will require prior written authorization by Department of Public Works. Where applicable, a lump sum fee will be agreed upon.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: Linda Herman Consulting

CONTRACT TITLE Space Planning Services for Assessor – Recorder

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 checked="" type="checkbox"/>	\$300,000	
Workers' Compensation Insurance	<input checked="" type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

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

Sole proprietor/no commercial automobile liability insurance.
Sole proprietor/no employees used to conduct requested services.

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____