

Contract Log # _____

**COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this _____ day of _____, 200 ____ by and between the COUNTY OF MARIN, hereinafter referred to as "County" and NOLL & TAM ARCHITECTS,, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: to design, develop, and provide construction support for various building upgrades to building 10 N. San Pedro Rd., San Rafael. ; 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 \$235,580.00 including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on the date this agreement is made and entered into, and shall terminate on July 15, 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 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) with a two million dollar (\$2,000,000.00) aggregate limit. 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 combined single limit (\$1,000,000.00).

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

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. 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 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit "C", only if it exceeds \$100,000. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Contractor's Professional Liability Insurance may be provided, in part, by self-insurance or large deductible as long as contractor provides: (1) evidence to the County that contractor has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Amount of professional liability deductible if under \$100,000 = \$25,000

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

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. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONSULTANT:

Any and all work product resulting from this agreement is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

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 workers' 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 negligence, recklessness or willful misconduct in the performance of this contract.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (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:	Kevin McGowan
Dept./Location:	Department of Public Works
	P. O. Box 4186
	San Rafael, CA 94913-4186
Telephone No.:	415 499-3076

Notices shall be given to Contractor at the following address:

Contractor:	Noll & Tam Architects
	729 Heinz Ave.
Address:	Berkeley, CA 94710
Telephone No.:	510 649-8295

21. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	<u>Scope of Services</u>	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	<u>Fees and Payment</u>	
<u>EXHIBIT C.</u>	<input type="checkbox"/>	<u>Insurance Reduction/Waiver</u>	

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: _____
Telephone No.: _____

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

REASON(S) REVIEW:

- Contract Requires Board of Supervisors' 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

The Contractor shall provide services to design and develop various building upgrades to building 10 N. San Pedro. This includes construction documents for bidding, construction cost estimating, and construction oversight during the implementation of the various building upgrades. The building upgrade may include but will not be limited to the following: HVAC system, restrooms, miscellaneous interior work, interior disability access compliance, new carpeting, painting, energy efficient office lighting, new ceiling tiles, and new energy efficient exterior windows.

After development of cost estimate at the Preliminary Design Stage, a final determination of design alternatives and upgrade options will be made by the County. It is understood that the County has budgeted \$2 million (includes soft cost) for building upgrades. It is only after cost estimating that a final determination of upgrade options can be made. Based upon cost estimates and budget limits, upgrade options may change.

Space planning and user programming will be done by Facilities By Design (Paula Stabler). Facilities By Design will deliver CAD space plans for Noll & Tam Architects incorporation into construction documents.

Disability access upgrades to building includes but are not limited to reconfiguring two existing restrooms, reconstruction of two main stairs between floors as required for ADA compliance, upgrade elevator panels, accessibility signage, and additional items as listed in "Interior Transition Plan" located at the end of Exhibit "A."

Construction documents and bidding documents shall clearly outline a per floor phased construction project.

Second Phase construction logistics shall ensure access to the second floor via elevator to accommodate essential service residing on second floor during first floor renovation.

Project Schedule goals:

1 month for design scope confirmation.

3-4 months for completion of construction documents that are bid ready.

Schedule is subject to adjustment upon mutual agreement of County and Contractor.

The scope of services to be provided includes the implementation of the following task and deliverables:

I. Design Confirmation/Preliminary Design

- A. Kick off meeting
- B. Site visit to confirm owner provided CAD files, update drawings
- C. Review/confirm and incorporate owner provided Space Plans to CAD
- D. Study and design 2 restrooms, and 2 stair rebuilds
 - 1. Provide concept drawings for County approval
 - 2. Provide finish board to include finish samples, color samples and fixture specification for County approval
- E. Building Code review & meeting for Preliminary Review (both County Planning and San Rafael Fire Marshall)
 - 1. Provide preliminary design concepts schematic for use at meeting with County Planning and San Rafael Fire Marshall
 - a. Goal: To confirm Planning's code assessment related to 1 hr. corridor code compliances outlined in Noll & Tam Building Assessment Report October 2006.
 - b. Goal: Confirm Fire Marshall code assessment of return air plenum code compliance as outlined in Noll & Tam Building Assessment Report October 2006.
- F. Prepare Preliminary Design drawing and outline spec, including structural, electrical, plumbing, HVAC
 - 1. Deliver preliminary cost estimate (include estimate for window replacement)
- G. (1) Presentation to County staff, including presentation
- H. Project management/consultant coordination

II. Construction Documents

- A. Construction Drawings (2 Phases) Vicinity Plan, Floor Plans, Enlarged Bathroom and Stair Plans, interior Elevations, Typical Wall Sections, Details, HVAC Plans, Lighting Plans, as required
 - 1. Deliverables
 - a. 50% construction documents and cost estimate
 - b. 90% construction documents and cost estimate
- B. Specifications
- C. 100% construction documents and cost estimate ready for plan review
- D. Submit for County Building & City Fire permit; Pick-up Plan check comments
- E. (2) Progress meetings with County staff
- F. Project management/consultant coordination

III. Bidding/Construction Administration

- A. Walk thru/Bid Addendum
- B. (8) Construction site meetings
- C. RFI's submittal review
- D. Punch List and Close Out
- E. Prepare "Record" Drawings from "as Builts" Drawings, RFI's, etc.
 - 1. Auto Cad background release 2007 format
 - 2. 2 sets full size, 1 set ½ size

IV. Window Design

- a. Preliminary Design
 - i. Window Replacement Research/Study/Cost Estimate
 - ii. Prepare Preliminary Design drawings and outline specification
 - iii. Project Management/Consultant Coordination
- b. Construction Documents
 - i. Window replacement construction drawings exterior elevations, wall sections, details
 - ii. Specifications
 - iii. Project management/consultant coordination
- c. Bidding/Construction Administration
 - i. RFI's submittal review
 - ii. Punch list and close out

It is the Contractor's responsibility to design all projects in compliance with the most stringent criteria of all applicable codes, including, but not limited to California Building Code - Title 24, Americans with Disabilities Act (ADA), and ADA Accessibility Guidelines (ADAAG). Should any of the applicable codes conflict; the stricter requirement shall be met.

INTERIOR TRANSITION PLAN

8-1 Door/Gate

- ◆ Provide sign(s) indicating accessible entries and facilities
Notes: Directional sign to indicate the location of accessible entry is not provided.
- ◆ Provide or modify door kick plate
Notes: Kick plate is 9 ½" (10" min).

8-3 Door/Gate

- ◆ Provide sign(s) indicating accessible entries and facilities.
Notes: Directional sign to indicate the location of accessible entry is not provided.
- ◆ Provide or modify door kick plate
Notes: Kick plate is 9 ½" (10" min).

8-4 Door/gate

- ◆ Replace or modify door threshold
Notes: Threshold is 1 ½" (1/2 max) high
- ◆ Provide or modify door kick plate
Notes: Kick Plate is 6" (10" min).
- ◆ Provide additional strike edge clearance (Survey – furniture or construction?)
Notes: Strike-edge clearance on push-side is 9" (12" min).

8-6 Door/Gate

- ◆ Enlarge door opening (Req. Exemption? Not a barrier)
Notes: Height of clear openings 79 ½" (80" min).

8-7 Door/Gate

- ◆ Enlarge door opening (Req. Exemption? Not a barrier)
Notes: Height of clear openings 79" (80" min).

8-8 Door/Gate

- ◆ Provide or modify door kick plate
Notes: Kick plate is 9 ½" (10" min).

8-9 Door/Gate

- ◆ Provide or modify door kick plate
Notes: Kick plate is 9 ½" (10" min).

8-10 Door/Gate

- ◆ Replace or modify door threshold
Notes: Threshold is 1" (1/2" max) high
- ◆ Provide or modify door kick plate
Notes: Kick Plate is 5" (10" min).

13-1 Elevator

- ◆ Install or modify handrails
Notes: Handrails are 32" above the floor and 1 ¾ (1 ½") from the car walls.
- ◆ Adjust elevator controls and labeling
Notes: Hallway call buttons are centered 41" (42") above the floor on each level.
- ◆ Adjust or provide elevator signals and indicators
Notes: Hallways lanterns are not provided.
- ◆ Adjust or provide elevator signals and indicators
Notes: Floor indicators are 78" (60") above the finished floor.
- ◆ Adjust elevator operation
Notes: Doors remain fully open for 7 secs (20 secs min).
- ◆ Adjust elevator controls and labeling
Notes: Handset has a 6" (29" min) chord.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE

Contractor shall be paid up to the maximum noted in Section 4 of this agreement. Payment shall be made to the Contractor within 30 days upon receipt of monthly invoices in accordance with the rate schedule below:

TASK FEE SCHEDULE

Task I	Design Confirmation/Preliminary Design	\$49,650
Task II	Construction Documents	107,020
Task III	Bidding/Construction	43,320
Task IV	Window Design	18,090
Task V	Allowances	
	1. Structural	5,000
	2. Reimbursable Expense	<u>12,500</u>
		\$235,580

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