

CENTRAL MARIN SANITATION AGENCY
PROFESSIONAL SERVICES AGREEMENT (Short Form)

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the CENTRAL MARIN SANITATION AGENCY, hereinafter referred to as "Agency" and _____, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Agency desires to retain a person or firm to provide the following services:

_____ ; and

WHEREAS, Consultant 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 Agency, the parties agree to the following:

1. SCOPE OF SERVICES:

Consultant 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 Agency agrees to:

- A. Guarantee access to and make provisions for the Consultant to enter Agency facilities 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:

The fees for furnishing services under this Agreement shall be based on the rate schedule and fee proposal 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 Agreement.

4. MAXIMUM COST TO AGENCY:

In no event will the cost to Agency for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses.

5. PAYMENT:

The fees for services under this Agreement shall be due as set forth in Exhibit "B" within thirty (30) calendar days after receipt by Agency of an invoice covering the service(s) rendered

6. AGREEMENT PERFORMANCE TIME:

All the work required by this Agreement shall be completed and ready for acceptance no later than _____.

7. INSURANCE:

Contractor shall maintain the following insurance policies with limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease. See Item 8 below.
- (4) Errors and omissions liability: \$1,000,000 per claim and aggregate.

Said policies shall remain in force through the life of this Agreement. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to Agency prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to Agency of any termination or reduction in coverage.

By initialing in the space provided, Consultant warrants that the services to be provided under this Agreement do not require the use of any type of vehicle by Consultant.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The Agency, its members including San Rafael Sanitation District, Larkspur, Sanitary District No. 1 of Marin County , Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its members including San Rafael Sanitation District, Larkspur, Sanitary District No. 1 of Marin County , Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their officers, officials, employees and volunteers.
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- (2) For any claims related to this project, the Consultants insurance coverage shall be primary insurance as respects the Agency, its members including San Rafael Sanitation District, Larkspur, Sanitary District No. 1 of Marin County , Sanitary

District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its members including San Rafael Sanitation District, Larkspur, Sanitary District No. 1 of Marin County, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agency, its members including San Rafael Sanitation District, Larkspur, Sanitary District No. 1 of Marin County, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their officers, officials, employees and volunteers .
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Agency. Contractor agrees to provide notification to the Agency in the event the insurance policies are suspended, voided, or reduced in coverage or limits.

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

CMSA, at its discretion, may waive insurance requirements or reduce the above stated coverage limits based on the consultants scope of work and complexity of the associated tasks.

8. WORKER'S COMPENSATION:

The Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's 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 of this Agreement. If Consultant has employees, a copy of the certificates evidencing such insurance shall be provided to Agency prior to commencement of work.

By initialing in the space provided, Consultant warrants that no employees will be used in providing the services under this Agreement.

9. NONDISCRIMINATORY EMPLOYMENT:

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

10. SUBCONTRACTING:

The Consultant shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of the Agency except for any subcontract work identified herein.

11. ASSIGNMENT:

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

12. LICENSING AND PERMITS:

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

13. BOOKS OF RECORD AND AUDIT PROVISION:

Consultant shall maintain on a current basis complete books and records relating to this Agreement. 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 Agreement. In addition, Consultant 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 Agreement. Consultant will permit Agency to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Consultant who participated in this Agreement in any way. Any audit may be conducted on Consultant's premises or, at Agency's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Agency. Consultant shall refund any moneys erroneously charged.

14. TIME OF AGREEMENT:

This Agreement shall commence on _____, and shall terminate on _____ . Time is of the essence with respect to this Agreement.

15. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Consultant, shall be the property of the Agency. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Agreement, for any reason whatever, Consultant shall promptly turn over all information, writing and documents to Agency without exception or reservation.

16. TERMINATION:

- A. If the Consultant fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the Agreement may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
- B. The Consultant 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 Consultant has no control.
- C. Either party hereto may terminate this Agreement 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 Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Agreement.

17. RELATIONSHIP BETWEEN THE PARTIES:

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

18. AMENDMENT:

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

19. ASSIGNMENT OF PERSONNEL:

The Consultant 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 Agency, as is evidenced in writing.

20. JURISDICTION AND VENUE:

This Agreement 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.

21. INDEMNIFICATION:

Contractor shall indemnify, defend and hold harmless the Agency, its members including San Rafael Sanitation Agency, City of Larkspur, Sanitary District No. 1, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, and their officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses arising out of performance of the work described herein, caused in whole or in part by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole or active negligence of the Agency, its members including San Rafael Sanitation Agency, City of Larkspur, Sanitary District No. 1, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, or their officers, officials, employees and volunteers

22. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with any and all federal, state and local affecting the services covered by this Agreement.

23. NOTICES AND DESIGNATED REPRESENTATIVES:

_____ is the designated representative of CMSA and will administer this Agreement for the CMSA. _____ is the authorized representative for Consultant. Changes in designated representatives shall occur only by advance written notice to the other party.

All invoices shall be submitted and approved by the designated Agency representative and all notices shall be given to Agency at the following location:

1301 Andersen Drive
San Rafael, CA. 94901

Notices shall be given to Consultant at the following address:

Firm Name
Address
City, State, Zip

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

APPROVED BY:

CENTRAL MARIN SANITATION AGENCY:

By: _____
Jason R. Dow, General Manager

CONSULTANT:

By: _____
Name: _____
Federal Tax I.D.# _____
Telephone No. _____

EXHIBIT "A"
SERVICES TO BE PROVIDED
BY CONSULTANT

EXHIBIT "B"
COMPENSATION OR FEES TO BE PAID
TO CONSULTANT