

DEPARTMENT OF PUBLIC WORKS

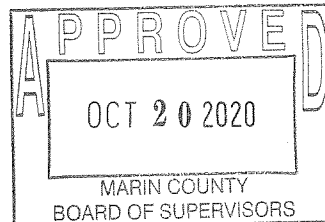
Quality, Excellence, Innovation

Raul M. Rojas
DIRECTOR

October 20, 2020

Administration
PO Box 4186
San Rafael, CA 94913-4186
415 473 6528 T
415 473 3799 F
415 473 3232 TTY
CRS Dial 711
www.marincounty.org/pw

Marin County Board of Supervisors
3501 Civic Center Drive
San Rafael, CA 94903



SUBJECT: Award of Professional Services Contract
Design Services for the Seismic Retrofit of the Veterans' Memorial Auditorium
Project No. 41C2103

Dear Board Members:

RECOMMENDATION: 1) Authorize the Board President to execute a professional services contract with Wiss, Janney, Elstner Associates, Inc. in an amount not-to-exceed \$400,000 for design services for the Veterans' Memorial Auditorium Seismic Retrofit project; and 2) Authorize the Department of Finance to increase appropriations per the Fiscal Impact Section.

SUMMARY: In 2016, the County hired Interactive Resources (IR) Architects and Engineers to prepare a Facility Assessment of the Marin Center Campus to help guide decision making on future capital investment at the site. In a final assessment report IR identified an immediate capital investment need of over \$2.5 million to address potential life-safety hazards and other code violations. Among the report's highest priority recommendations was that seismic evaluations be performed for the two primary campus structures, the Veterans' Memorial Auditorium (VMA) and the Marin Center Exhibit Hall.

On July 11, 2017, your Board approved the award of a professional services contract to Rutherford + Chekene (R+C) engineers for the performance of seismic assessments of the VMA and Exhibit Hall structures. At the conclusion of their evaluation R+C recommended that each structure undergo a modest retrofit designed to elevate the structural seismic performance to a level that meets the current code standards for life and safety. The estimated project cost to retrofit the Exhibit Hall is \$1.85 million, and \$3.4 million for the VMA.

In October 2018 proposals from structural engineering firms for seismic retrofit design services for the VMA and Exhibit Hall were solicited using the Request for Proposal process. On November 8, 2018, proposals were received from six qualified consulting firms, and on November 16 interviews were held for the three short-listed firms. The team led by Rutherford & Chekene were identified as the preferred team for the Exhibit Hall project, and Wiss, Janney, Elstner (WJE) for the VMA project. In December 18, 2020 the Board awarded R+C a professional services contract for the design of the seismic retrofit of the Exhibit Hall.

Accounting

Airport

Building Maintenance

Capital Projects

Certified Unified Program
Agency (CUPA)

Communications
Maintenance

County Garage

Disability Access

Engineering & Survey

Flood Control &
Water Resources

Land Development

Purchasing

Real Estate

Reprographic Services

Road Maintenance

Stormwater Program

Transportation &
Traffic Operations

Waste Management

CB-6

At this time, the Department of Public Works would like to move forward with issuing a professional services contract to WJE for the design of the seismic retrofit of the Veterans' Memorial Auditorium. The scope of services to be provided by WJE under this contract has been broken into two phases. Phase 1 will consist of all pre-construction services, including: structural analysis and design development; preparation of construction drawings and specifications; and the coordination of project permitting. Phase 2 will consist of construction related services including: bid support; design coordination during construction; and, production of record drawings at the end of the project. The fee for services shall be as follows: \$297,000 for Phase 1; and, \$103,000 for Phase 2. The total not-to-exceed value of the contract shall be \$400,000.

On June 24, 2020 FEMA awarded the County a Hazard Mitigation Grant (FEMA-4353-8-8R, CalOES-PJ0008) for Phase 1: Pre-Construction costs, including project design and engineering costs. On September 15, 2020 the Board accepted the HMGP grant and approved the allocation of a Capital Project Fund (1420) expenditure appropriation, in the amount \$331,000, to cover Phase 1 cost. This appropriation is now available to fund the Phase 1 pre-construction services to be provided by WJE.

At the conclusion of Phase 1, FEMA will review the final design documents and make a final determination on the award of HMGP funding for project construction (Phase 2). Upon notification of award for Phase 2 funding, the Department of Public Works will return to the Board to request acceptance of the additional grant funds, and approval of funding for Phase 2 construction related services to be provided by WJE.

FISCAL IMPACT: There will be no increase to General Fund net county cost as a result of your Board's actions. Requesting your Board to approve a professional services contract with Wiss, Janney, Elstner Associates, Inc. in an amount not-to-exceed \$400,000 for design services for the Veterans' Memorial Auditorium Seismic Retrofit project. On September 15, 2020, your Board approved funding for this effort in the amount of \$331,000 to cover design, labor and other expenses.

Approval will increase the Department of Public Works Capital Projects Fund (1420) by \$103,000 in the Veterans' Memorial Auditorium Seismic Retrofit project (41C2103) for Phase 2 design services, fully offset through a corresponding reduction to the Capital Project Contingency (41CAP96991).

Senior Project Manager Mary Hobson is the principal author of this letter.

REVIEWED BY:	<input checked="" type="checkbox"/>	County Administrator	<input type="checkbox"/>	N/A
	<input checked="" type="checkbox"/>	Department of Finance	<input type="checkbox"/>	N/A
	<input type="checkbox"/>	County Counsel	<input checked="" type="checkbox"/>	N/A
	<input type="checkbox"/>	Human Resources	<input checked="" type="checkbox"/>	N/A

Respectfully submitted,

Dorren P. Hill

Dorren P. Hill
Capital Projects Division Manager


Board of Supervisors
October 20, 2020
Page 3 of 3

Attachment: Professional Services Contract


BA Number: 2021/04 283

Project No. 41C2103

Contract No. 32100749



cc: Gabriella Calicchio, Director, Cultural Services
Mary Hobson, DPW, Capital Projects Division
Qiana Davis, DPW, Accounting



**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

THIS CONTRACT is made and entered into this 20 day of October, 2020, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Wiss, Janney, Elstner Associates, Inc., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: Architectural and Engineering Services for the Marin Veterans' Memorial Auditorium Seismic Retrofit Project; and

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

NOW, THEREFORE, for and in consideration of the Contract 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 **\$400,000.00** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on the date this agreement is made and entered into, and shall terminate on 06/30/2024. 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:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

10-20-20
CB-5

Commercial Automobile Liability:

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

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, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. 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.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

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 Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. 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 CONTRACTOR:

Any and all work product resulting from this Contract 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 Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor 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. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance 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.

16. AMENDMENT:

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

17. 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.

18. 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.

19. 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.

20. 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 Board of Supervisors Resolution #2005-97 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 Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. **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:	Mary Hobson Capital Planning and Project Manager County of Marin Department of Public Works
Dept./Location:	3501 Civic Center Dr., Room 404, San Rafael, CA 94903
Telephone No.:	(415) 473-6519







Notices shall be given to Contractor at the following address:

Contractor:	Alan Dreyfuss, Assoc. Principal Wiss, Janney, Elstner Associates, Inc.
Address:	2000 Powell St., Suite 1650, Emeryville, CA 94608
Telephone No.:	(510) 428-2907

22. **ACKNOWLEDGEMENT OF EXHIBITS**


☒ **Check applicable Exhibits**

**CONTRACTOR'S
INITIALS**

EXHIBIT A.	<input checked="" type="checkbox"/> Scope of Services	
EXHIBIT B.	<input checked="" type="checkbox"/> Fees and Payment	
EXHIBIT C.	<input checked="" type="checkbox"/> Insurance Reduction/Waiver	
EXHIBIT D.	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
EXHIBIT E.	<input checked="" type="checkbox"/> Subcontractor's Debarment Certification	
EXHIBIT F.	<input checked="" type="checkbox"/> Federal Provisions Exhibit / Attachment 1	

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

CONTRACTOR:

By: 
Name: Alan Dreyfuss
Title: Associate Principal

APPROVED BY COUNTY OF MARIN:

By: 
Katie Rice
President, Board of Supervisors

COUNTY COUNSEL REVIEW AND APPROVAL (required if tem

County Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

Architecture and Engineering Services
Marin Veterans' Memorial Auditorium Seismic Retrofit

PHASE 1: PRE-CONSTRUCTION

Task A: Planning [4 MONTHS, NOV 2020-FEB 2021]

- Visit the Marin Center site to verify and document the existing conditions and meet with County staff to discuss the project objectives.
- Review findings and recommendations set forth in Seismic Evaluation Reports issued in March 2018. Conduct field investigations, review existing documents, and perform supplemental testing if deemed necessary.
- Perform field survey to establish scope of work for code required accessibility upgrades.
- Prepare a Schematic Design Technical Memo (35%) defining the retrofit scope of work required to address the deficiencies identified in the Evaluation Report, as well as any additional deficiencies identified during the site investigation. The intent of this document is to verify, further refine, and expand if appropriate, the concepts outlined in the Seismic Evaluation Report. The technical memo shall include: 1) a written description of the proposed work scope at the facility; 2) schematic plans and illustrations to support the proposed work; and 3) structural calculations.
- Meet with County representatives to review the document

Task B: Design [8 MONTHS, MAR 2021-OCT 2021]

- Prepare a set of retrofit plans & specifications (CSI) for bid and construction.
 - Upon direction of the County, final plans shall call out all code required accessibility work as a defined BID ALTERNATE.
 - In addition to final (100%) bid documents, consultant shall provide drafts for County and FEMA review at 65% (detailed) and 95% (draft bid document) stages of the designs' development.
 - Consultant shall coordinate application and submission for permits necessary for the work; including but not limited to, attending a pre-application meeting, producing required wet-signed permit drawings, preparing the permit application, submitting to the responsible agency, responding to permit agency questions, and incorporating agency comments into the plans and specifications. County shall be responsible for payment of all applicable permitting fees.
- Provide support to the County's Cost Estimator as they prepare an estimate of probable cost based on the 95% bid documents.

Phase 1 Deliverables

- Schematic Design Technical Memo (pdf)
- Design Submittals at 65%, and 95% (pdf)
- Permit Documents
 - 5 Full-size Drawing Sets, stamped and wet-signed
- Bid Documents at 100%
 - 1 Full-size Drawing Set, stamped and wet-signed
 - Electronic copy of Drawings and Specifications in original editable format (AutoCAD/MSWord/Excel)
 - Electronic copy of Drawings and Specifications in PDF format
 - Final document PDFs shall include stamps with signatures

PHASE 2: CONSTRUCTION

Task C: Bid Support [4 MONTHS, APRIL 2022-JULY 2022]

- Provide support during the bidding of the VMA retrofit project. Bid support services are anticipated to include the following:
 - Responding to bidder questions;
 - Attending the pre-bid conference; and
 - Assisting the County in the preparation of appropriate bid addenda, as required.

Task D: Construction Administration Services [12 MONTHS, AUG 2022-JULY 2023]

- Provide support during the construction of the VMA retrofit project retrofit project. Construction support services are anticipated to include the following:
 - Visit site as needed during construction to observe progress and ensure compliance with contract documents and any applicable codes.
 - Respond to contractors RFIs during construction.
 - Review submittals.
 - Attend a pre-construction meeting and progress meetings, as required.
 - Conduct a final completion inspection of the work and prepare a punch list.
 - Incorporate record of field changes into a final As-Built drawing set. Field changes are to be recorded by the general contractor for the project and it is assumed that their records will be legible and include all project field changes.

Phase 2 Deliverables

- As-Building Drawings (pdf), 1 electronic copy

Notes: An electronic copy (pdf) of each text documents shall be furnished to the County in a Section 508 compliant format.

All work products shall become the property of the County of Marin. Final versions of all documents shall be provided to the County in AutoCAD, MS Word, MS Excel, or other original electronic format upon request.

The Consultant shall, upon full payment to Consultant for services rendered, grant an irrevocable and unlimited license to the Owner to use such Documents solely for the purpose directly related to or arising out of the Contract for which they were prepared. Any other use shall be at the Owner's sole risk and without liability to the Consultant.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Architecture and Engineering Services
Marin Veterans' Memorial Auditorium Seismic Retrofit

Contractor shall be paid up to the maximum sum of **\$400,000.00** indicated in Section 4 of this contract. Progress payments not to exceed the task sub-total amounts shown below shall be made to the Consultant within 30 days of receipt and approval of monthly invoices.

Fee Schedule

Task	Sub-Task	Discipline	Budget
Phase 1: Pre-Construction			
Task A: Planning		Structural	\$30,000.00
		Geotechnical	\$27,000.00
Task B: Design	60% Set	Structural	\$80,000.00
		Architectural	\$12,000.00
		Accessibility	\$20,000.00
		MEP	\$5,000.00
		Surveying/Civil	\$7,000.00
	95% Set	Structural	\$50,000.00
		Architectural	\$8,000.00
		Accessibility	\$15,000.00
		MEP	\$2,500.00
	100% Set	Structural	\$30,000.00
		Architectural	\$3,000.00
		Accessibility	\$5,000.00
		MEP	\$2,500.00
Sub-total: Phase 1			\$297,000.00
Phase 2: Construction			
Task C: Bid Support		Structural	\$10,000.00
		Architectural	\$2,000.00
		Accessibility	\$5,000.00
		MEP	\$1,000.00
Task D: Construction Administration		Structural	\$50,000.00
		Architectural	\$25,000.00
		Accessibility	\$5,000.00
		MEP	\$5,000.00
Sub-total: Phase 2			\$103,000.00
Not-to-Exceed Total Contract Amount			\$400,000.00

Billing Rates

Professional Staff		Professional Support Staff	
Senior Principal	\$350.00	Senior Specialist	\$150.00
Principle	\$290.00	Specialist	\$135.00
Associate Principal	\$235.00		
Senior Associate	\$205.00	Senior Technician II	\$115.00
Associate III	\$185.00	Technician II	\$100.00
Associate III	\$160.00	Technician I	\$85.00
Associate I	\$130.00		

EXHIBIT "C"
INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: Wiss, Janney, Elstner Associates, Inc.

CONTRACT TITLE: Architectural and Engineering Services for the Marin Veterans' Memorial
Auditorium Seismic Retrofit Project

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 checked="" type="checkbox"/>	\$	

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

Professional Liability Insurance policy shall remain in force through the life of this Contract and shall be payable on a "claims made" basis. #

Contract Manager Signature: _____

Mary L. Holson

Date: 10/05/2020

Extension: 6565

Approved by Risk Manager: _____

Date: _____

EXHIBIT "D"
CONTRACTOR'S DEBARMENT CERTIFICATION

Architecture and Engineering Services
Marin Veterans' Memorial Auditorium Seismic Retrofit

SAM Search Results List of records matching your search for :			
Functional Area: Entity Management Record Status: Active Entity Name: WISS, JANNEY, ELSTNER ASSOCIATES Location 1 - City: EMERYVILLE, State: CALIFORNIA			
ENTITY	WISS, JANNEY, ELSTNER ASSOCIATES, INC.		Status: Active
DUNS: 152364725 +4: CAGE Code: 1BJH4 DoDAAC:			
Expiration Date: 03/16/2021 Has Active Exclusion?: No Debt Subject to Offset?: No			
Address: 2000 Powell St Ste 1650 City: EMERYVILLE State/Province: CALIFORNIA ZIP Code: 94608-1817 Country: UNITED STATES			

EXHIBIT "E"
SUBCONTRACTOR'S DEBAREMENT CERTIFICATION

Architecture and Engineering Services
Marin Veterans' Memorial Auditorium Seismic Retrofit

SAM Search Results List of records matching your search for : Search Term : SLATE GEOTECHNICAL CONSULTANTS, INC.* Record Status: Active			
ENTITY	SLATE GEOTECHNICAL CONSULTANTS, INC.		Status: Active
DUNS: 116857266 +4: CAGE Code: 8CWZ7 DoDAAC:			
Expiration Date: 04/15/2021 Has Active Exclusion?: No Debt Subject to Offset?: No			
Address: 490 43rd St City: Oakland State/Province: CALIFORNIA ZIP Code: 94609-2138 Country: UNITED STATES			

EXHIBIT "F"
FEDERAL PROVISIONS EXHIBIT (required)

Architecture and Engineering Services
Marin Veterans' Memorial Auditorium Seismic Retrofit

This Exhibit is incorporated into the Agreement entered into between Contractor and County.

I. DEFINITIONS

- a. **Government** means the United States of America and any executive department or agency thereof.
- b. **FEMA** means Federal Emergency Management Agency.
- c. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from FEMA.

II. FEDERAL COMPLIANCE

- a. This is an acknowledgement that FEMA financial assistance will be sought and if available used to fund all or a portion of the Agreement. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein for reference. Contractor's failure to so comply shall constitute a material breach of the Agreement.
- b. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. CLEAN AIR ACT (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. Contractor agrees to report each violation to The County of Marin and understands and agrees that the County of Marin will, in turn, report each violation to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provide by FEMA.

IV. FEDERAL WATER POLLUTION CONTROL ACT (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Contractor agrees to report each violation to the County of Marin and understands that The County of Marin will, in turn, report each violation to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provide by FEMA.

V. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. §1352 (as amended)

- a. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any

- Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. Contractor agrees to the provisions of Attachment 1, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
 - c. Contractor agrees to include paragraphs a. and b. above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of the Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements;
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website. <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act".

VII. DEBARMENT AND SUSPENSION CLAUSE

- a. The Agreement and this Exhibit is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded or disqualified (defined at 2 C.F.R. §180.935).
- b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transactions it enters into.
- c. This certification is a material representation of fact relied upon by the County of Marin. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to the remedies available to the County of Marin, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while the offer is valid and throughout the period of any contract that may arise out of this offer. The bidder or proposer agrees to include such compliance in its lower tier covered transactions.

VIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers or other construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- a. *Overtime requirements:* No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek, in which he or she is employed on such work, to work in excess of forty(40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages:* In the event of any violation of the clause set forth in VII(a) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to

each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in VIII(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in VIII(a) of this section.

- c. *Withholding for unpaid wages or liquidated damages*: the County of Marin shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in VIII(b) of this section.
- d. *Subcontracts*: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in VIII(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in VIII(a) through (d) of this section.

IX. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGOS, FLAGS

- a. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

X. ACCESS TO RECORDS

- a. Contractor agrees to provide the County of Marin, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- d. In compliance with the Disaster Recovery Act of 2018, the County of Marin and Contractor acknowledge and agree that no language in the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XI. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. The Federal Government is not a party to the Agreement or this Exhibit and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.
- b. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Contractor acknowledges that the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Agreement.

XIII. TERMINATION FOR CAUSE

Contractor's failure to perform or observe any term, covenant or condition of this Exhibit shall constitute an event of default under the Agreement and County may terminate the Agreement.

XIV. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3).

a. During the performance of the Agreement, Contractor agrees as follows:

- i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a

contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

- XV. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair above \$2,000 where the Davis-Bacon Act also applies; 44 CFR §13.36(i)(4))
- a. Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as may be applicable, which are incorporated by reference into the Agreement.
 - b. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.
- XVI. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)
- a. To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under the Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in the Agreement.
 - b. Contractor shall be bound to the provisions of the Davis-Bacon Act and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

XVII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA)

- a. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- b. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- c. Contractor agrees to include paragraphs a. and b. above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XVIII. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

- a. The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

Attachment 1


CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature
Alan Dreyfuss
Associate Principal



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Sam Barbera	FAX (A/C, No): 847-291-9371	
	PHONE (A/C, No, Ext): 847-753-7211	E-MAIL ADDRESS: sbarbera@wje.com	
INSURED Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nat'l Union Fire Ins Co of Pittsburgh, PA		19445
	INSURER B:		
	INSURER C: New Hampshire Ins. Co.		23841
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 57615868**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	GL9566221	4/1/2020	4/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll <input checked="" type="checkbox"/> 1,000 ded.	<input checked="" type="checkbox"/>	CA5721463	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC015853342 (AOS) WC015853341 (CA)	4/1/2020 4/1/2020	4/1/2021 4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WJE No. 2018.6947- Marin County Veterans Memorial Auditorium and Exhibit Hall

Additional Insured: County of Marin

CERTIFICATE HOLDER**CANCELLATION**County of Marin
Department of Public Works
PO Box 4186
San Rafael CA 94913-4186

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matias Ormaza

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Greyling Insurance Brokerage		NAMED INSURED Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: County of Marin Department of Public Works

ADDRESS: PO Box 4186 San Rafael CA 94913-4186

Subject to the terms, conditions, limitations and exclusions of the policies evidenced herein: The above are included as Additional Insureds when required by written contract with the Named Insured under the general liability including ongoing operations and products/completed operations and auto liability, but only with respect to services provided by the Named Insured, regarding the referenced project.

POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

Wiss, Janney, Elstner Associates, Inc
Attn: Sam Barbera

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", property damage or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL9566221

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or property damage caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Sam Barbera
	PHONE (A/C, No, Ext): 847-753-7211 FAX (A/C, No): 847-291-9371
	E-MAIL ADDRESS: sbarbera@wje.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lloyd's of London
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 57615900 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)		W1755E200601	1/1/2020	1/1/2021	\$5,000,000 Per Claim \$5,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WJE No. 2018.6947- Marin County Veterans Memorial Auditorium and Exhibit Hall

CERTIFICATE HOLDER

County of Marin
Department of Public Works
PO Box 4186
San Rafael CA 94913-4186

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matias Ormaza

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