

# DEPARTMENT OF PUBLIC WORKS

Quality, Excellence, Innovation

Raul M. Rojas  
DIRECTOR

January 3, 2017



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

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](http://www.marincounty.org/pw)

**SUBJECT:** Federal Engineering, Inc. Professional Services Agreement for Phase 2 Wireless Communications Consulting Services for the Marin Emergency Radio Authority (MERA) Next Generation Radio System Implementation

Dear Board Members:

Accounting

**RECOMMENDATION:** Authorize the agreement with Federal Engineering, Inc. in the amount of \$989,250.

Airport

Building Maintenance

**SUMMARY:** On June 30, 2015, your Board approved the Next Generation Radio System Implementation Agreement between the Marin Emergency Radio Authority (MERA) and the County of Marin ("Project Implementation Agreement"). The Project Implementation Agreement provides funding to the County to implement the Next Generation project on behalf of MERA. The Agreement provides that the County must obtain prior approval from MERA's Governing Board (or its designee) to enter into a wireless communications consulting services contract.

Capital Projects

Certified Unified Program Agency (CUPA)

Communications Maintenance

County Garage

On September 22, 2015, your Board approved a wireless consulting services agreement with Federal Engineering, Inc. (FE) for the first phase of the Next Generation system development. The contract was recommended for County approval by the MERA Governing Board on August 26, 2015 and the scope included preparation of a vendor Request for Proposals (RFP), review of vendor proposals, and assistance with contract negotiations with the selected vendor. MERA contemplated that a supplemental consulting services contract would be necessary once a vendor contract is executed and system implementation (Phase 2) is commenced. MERA is now close to concluding vendor negotiations and finalizing a vendor contract.

Disability Access

Engineering & Survey

Flood Control & Water Resources

Land Development

Purchasing

Accordingly, Public Works and MERA staff developed and negotiated the attached not-to-exceed fee contract in the amount of \$989,250 for FE to provide Phase 2 implementation services. The cornerstone of these services is the provision of a full-time project manager to oversee the system vendor's design development, construction document review/bid solicitation, site infrastructure construction management, and system testing, final acceptance and cutover. The contract term provides for these services over the next 2½ years, which is the anticipated duration of Phase 2 implementation. On December 14, 2016, the

Real Estate

Reprographic Services

Road Maintenance

Stormwater Program

Transportation & Traffic Operations

Waste Management



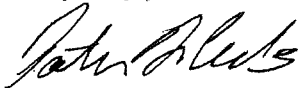
Board of Supervisors  
January 3, 2017  
Page 2 of 2

MERA Governing Board recommended the attached Agreement to your Board for approval.

**FISCAL IMPACT:** Funding for this \$989,250 agreement exists in the MERA Next Gen Project 41PWP MERA and is part of the Project Implementation Agreement, which includes up to \$40 million in reimbursement for implementation expenses of the Next Generation Radio System Project. There are no other impacts by this action.

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

Very truly yours,



Pat Echols  
Assistant Director

Attachment: Professional Services Agreement with Federal Engineering, Inc.

Munis Doc #: 31701193





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

**THIS CONTRACT** is made and entered into this 3rd day of JAN, 2017, by and between the COUNTY OF MARIN, on behalf of Marin Emergency Radio Authority (MERA), hereinafter referred to as "County" and Federal Engineering, Inc., hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following service: wireless communication services for MERA Next Generation radio system implementation; 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 **\$989,250** 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 July 31, 2019. 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.

1/3/17  
CA-6c  
Revised 20150105



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 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](http://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: Pat Echols  
Department of Public Works  
P.O. Box 4186  
 Dept./Location: San Rafael, CA 94913-4186  
 Telephone No.: 415-473-7026

Notices shall be given to Contractor at the following address:

Contractor: Ron Bosco, Federal Engineering, Inc.  
10600 Arrowhead Drive  
 Address: Fairfax, VA 22030  
 Telephone No.: 703-359-8200

**22. ACKNOWLEDGEMENT OF EXHIBITS**

**Check applicable Exhibits**

**CONTRACTOR'S INITIALS**


<b>EXHIBIT A.</b>	<input checked="" type="checkbox"/> <b>Scope of Services</b>	<u>RE</u>
<b>EXHIBIT B.</b>	<input checked="" type="checkbox"/> <b>Fees and Payment</b>	<u>RE</u>
<b>EXHIBIT C.</b>	<input type="checkbox"/> <b>Insurance Reduction/Waiver</b>	
<b>EXHIBIT D.</b>	<input checked="" type="checkbox"/> <b>Contractor's Debarment Certification</b>	<u>RE</u>
<b>EXHIBIT E.</b>	<input type="checkbox"/> <b>Subcontractor's Debarment Certification</b>	

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

**CONTRACTOR:**

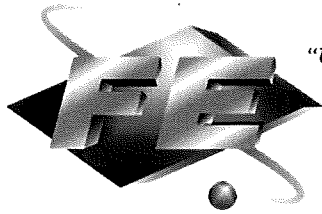
By:   
 Name: Ronald F. Bosco  
 Title: President and CEO

**APPROVED BY  
 COUNTY OF MARIN:**

By:   
Judy Arnold  
President, Board of Supervisors

.....  
**COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)**  
 County Counsel: \_\_\_\_\_ Date: \_\_\_\_\_





"Unleashing the Power of Technology"

Federal Engineering®

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

STATEMENT OF WORK (SOW)  
Issued: November 14, 2016

ATTACHMENT TO CONTRACT NAME  
CONTRACT NO.: \_\_\_\_\_  
Dated: \_\_\_\_\_

**COUNTY OF MARIN  
MERA PHASE 2 NEXT GENERATION WIRELESS COMMUNICATIONS  
CONSULTING SERVICES  
MARINCA-PSMR-IMPL**

**1. INTRODUCTION AND ISSUES**

**1.1 Project Overview**

The County of Marin (County), on behalf of the Marin Emergency Radio Authority (MERA), seeks the services of Federal Engineering (**FE**) to provide project management and technical support during the implementation phase of their new P25 Phase 2 trunked radio system. **FE** will provide oversight for the transition from the existing radio system to the new P25 Phase 2 radio system.

The implementation phase services described herein include project initiation, planning, and design review and extend through installation, testing, cutover, and final acceptance. **FE** will oversee the construction vendor and help coordinate activities between both the radio system vendor and construction vendor.

**FE** will track and manage scope, schedule and budget, and allocate and assign **FE** staff as necessary to meet the project schedule and budget constraints. **FE's** Project Manager will effectively allocate the appropriate resources to make certain that work performed is at a high-quality level and meets the scope of work, as identified herein.

**1.2 Project Assumptions**

- **FE** anticipates the project duration will be two and a half years from the start of the implementation phase. **FE's** implementation support tasks will align with the selected vendor's schedule to provide oversight and management of the vendor's specific activities. Upon vendor contract award, **FE** will provide an

implementation oversight schedule that aligns with the vendor's implementation schedule.

- **FE** proposes a Senior Consultant who will fulfill the role of Project Manager. This individual will be on-site at the client facility for the estimated two-and-a-half-year project implementation period and support Tasks 1 through 6 as defined in Section 2 of this SOW. This individual will provide necessary support to the project for 40 hours per week. The Project Manager will work for 47 weeks per year with the remainder being vacation and holiday time.
- **FE** proposes a Senior Consultant who will fulfill the role of Technical Lead. This individual will be located remotely and support Task 2 as defined in Section 2 of this SOW including attending the preliminary and final design review meetings.

## **2. TASKS TO BE PERFORMED**

### **2.1 Task 1: Implementation Project Management**

Implementation support services take a project from the initiation, planning, and design review phases through installation, testing, and final cutover. **FE** will assess the vendor's plan before major commitments are made and will provide the County management with recommendations in order to mitigate risk and create a proactive project management environment. We will assess if the radio vendor's implementation plan is consistent with the contract regarding system requirements, schedule, and cost milestones.

Our implementation support tasks will align with the selected vendor's schedule to provide oversight and management of the vendor's specific activities. Upon vendor contract award, **FE** will provide an implementation oversight schedule that aligns with the vendor's implementation schedule.

The following activities are typical of this type of project. **FE** will coordinate with the County to determine which of these tasks will be necessary based upon the radio system vendor's implementation tasks and schedule, and the County's requirements.

1. Coordinate and participate in the Implementation Kickoff Meeting to discuss project goals, objectives, tasks, schedule, and deliverables with the County and the selected vendor.
2. Participate in weekly project status teleconferences, or as required.
3. Participate in weekly on-site project status meetings.
4. Participate in other project meetings as required.



5. Assist in the development of project execution processes as they relate to milestone processing, effective communications across teams, roles and responsibilities, and documentation formats.
6. Review frequency plans, coordination, and license applications as required.
7. Prepare and maintain an independent punch list of items during implementation activities including issue, responsible party, target date for completion, actual date of completion, and resolution.
8. Assist with California Environmental Quality Act (CEQA) / National Environmental Policy Act (NEPA), Coastal Development Permit and other environmental/permitting processes, including preparation of a Request for Proposals (RFP) for environmental consulting services to a) develop CEQA Initial Study, b) conduct required special studies and analyses (biological, cultural resources, visual, etc.), and c) prepare environmental determination documentation (EIR, Negative Declaration, Notice of Determination, etc.). **FE** will also assist in preparation of required permit applications.
9. Assist the County in resolving vendor implementation issues, oversee the vendor's punch list development and resolution process, identify any vendor performance issues, and make appropriate recommendations to the County.
10. Coordinate actions such as risk mitigation with the County project management personnel

## **2.2 Task 2: Preliminary Design Review (PDR) and Final Design Review (FDR)**

**FE** will participate in the radio system vendor's contract/preliminary design review and a final design review. These design reviews will be as defined in the vendor's contract.

1. **FE** will review vendor PDR documents and attend the PDR design presentation by the vendor. The review typically includes items identified in the vendor's project plan such as:
  - Project schedule
  - Individual site designs (including feasibility)
  - Frequency plan
  - Detailed system design (including station alerting, paging, and conventional resource integration)
  - Updated equipment list (by site)
  - Updated system drawings
  - Factory acceptance test plans and procedures (FATP)
  - Site testing plans and procedures

- Radio coverage methodologies and coverage acceptance test plan (CATP)
  - Cutover plans
  - System acceptance test plans
  - Training Plans
  - List of manuals and documentation
  - Final PDR package
  - Decommissioning process for old equipment
2. **FE** will identify areas of deficiency, document in a punch list, and provide recommendations to correct the deficiencies. **FE** will assist the County with change order negotiations, if any, resulting from the PDR.
  3. **FE** will review FDR documents and attend the FDR presentation to ensure PDR punch list items are adequately addressed.
  4. **FE** will make recommendations to the County regarding the vendor's readiness to move on to the next phase and supplemental facility requirements for integration of conventional resources not included in vendor's system design.

### **2.3 Task 3: Factory Testing, Equipment Delivery, and Installation Verification**

1. **FE** will attend factory staging of the system at the vendor's facility acting as the County's technical advisor to assess operational compliance.
2. **FE** will conduct an independent inventory of equipment upon delivery to each site to determine if the County is receiving what they paid for. The completed inventory will be provided in the form of a spreadsheet.
3. **FE** will oversee the radio system project implementation tasks to assess timely completion and adherence to schedule.
4. **FE** will inspect each site to determine if the equipment installations are in accordance with the specifications, meet industry workmanship practices, and are within equipment standards. For the following inspection-related activities as identified in the vendor's schedule, **FE** will typically:
  - Review shelter preparation and facilities design activities to determine if they have been performed correctly and in time for installations.
  - Assess if the required facility improvements have been made.
  - Observe site installations.
  - Observe the site equipment installation and initial testing including antenna, transmission line, radio system infrastructure equipment, and microwave equipment

- Prepare punch list of deficient items
- Observe the results of the vendor's final site tests.
- Review each site's punch list and determine if it includes deficiencies noted during the site preparation and test verification. Determine that corrective actions are taken before any punch list items are removed.

#### **2.4 Task 4: Coverage and System Testing**

*FE* will participate in the following testing activities as identified in the vendor's schedule.

1. *FE* will observe the coverage tests as the County's representative. *FE* will accompany the system vendor for the coverage testing to assess methodology, testing equipment calibration, and data collection completeness. *FE* and the County will mutually define the coverage testing area.
2. *FE* will review coverage test results.
3. *FE* will attend final system testing and assess the test results.
4. *FE* will provide a memo to the County that identifies coverage and system testing results and a punch list for the vendor to correct deficiencies in the test documentation. *FE* will review the independent punch list and vendor punch list and assess retesting results to confirm that the deficiencies have been corrected.

#### **2.5 Task 5: System Acceptance and Cutover**

1. *FE* will work with the County and radio system vendor on the development of the subscriber fleet map and will review the subscriber fleet map to identify deficiencies or areas for improvement.
2. Prior to the system acceptance process, *FE* will review the final vendor cutover plan and identify deficiencies or areas for improvement to the County. *FE* will assist the County in negotiating final changes to the cutover plan with the vendor.
3. Final system acceptance will begin after the system tests have been successfully completed by the vendor and the fully functional system has been delivered. *FE* will oversee acceptance testing activities, assess the testing results, and make any necessary recommendations for the vendor to correct deficiencies noted during the testing.
4. Upon completion of system acceptance testing and correction of deficiencies, including punch list and documentation items, *FE* will make a recommendation in memo format to the County regarding acceptance of the system and cutover.
5. *FE* will observe the cutover to determine if cutover procedures are executed properly and success criteria met.

## 2.6 Task 6: Documentation

1. **FE** will assess the delivery and adequacy of manuals identified in the contract and during the FDR.
2. **FE** will determine if the corrections have been made to the final manuals by the vendor after final system acceptance testing and discrepancies are corrected.
3. **FE** will review and assess the accuracy of as-built drawings.
4. **FE** will review training plans and curricula and make recommendations for modifications as necessary to the County.

## 3. STAFFING/ORGANIZATION

A Senior Consultant will serve as the Project Manager. This individual will be on-site at the client facility for the estimated two-and-a-half-year project implementation period. A Senior Consultant will serve as Technical Lead and will be located remotely to support Task 2 as defined in Section 2 of this SOW. All resources are subject to substitution on the project for non-performance by mutual agreement between **FE** and Marin County.

## 4. BASIS FOR OUR SCOPE OF WORK

1. This SOW assumes Federal Engineering, Inc. will perform all of the tasks as called out in Section 2 (excluding any optional or additional tasks). The deletion of a task or significant change in scope of one or more tasks may affect the overall price.
2. The detailed design of the system as well as the development of acceptance and other test plans, implementation schedules as well as meeting coverage and all other performance criteria shall be the responsibility of the system vendor.
3. **FE's** ability to fulfill this task order depends, in part, on the willingness and ability of the County, County participants, the equipment vendors, service providers, third parties, and others to provide information in a timely manner and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**.
4. This proposal is based upon a start date on or before February 1, 2017. The schedule for procurement and implementation oversight will be adjusted after

determination of the County's procurement schedule and the vendor's final approved implementation schedule. Delays to the project schedule due to actions or lack of actions on the part of the County, County participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the County will be brought to the attention of County's project manager in a timely manner, and will be reduced to writing via a mutually agreed upon contract amendment.

5. This SOW assumes that the *FE's* project manager will assist the client PM to schedule meetings, notify attendees, and arrange for on-site visits. The County will arrange for meeting facilities.



**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE (required)**

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of \$32,975.00 per month not to exceed \$989,250.00 during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at 0.
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is 30 months. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$989,250.00.





USER NAME  PASSWORD

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[Create an Account](#)

# Search Results

**Current Search Terms: federal\* engineering\* inc\***

Your search for "federal\* engineering\* inc\*" returned the following results...

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Entity	FEDERAL ENGINEERING, INC.	Status: Active	<input type="button" value="View Details"/>
DUNS: 121549364	CAGE Code: 3KPJ8		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 04/26/2017	Delinquent Federal Debt? No		
Purpose of Registration: All Awards			

## Glossary

- [Search Results](#)
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AGENCY CUSTOMER ID: FEDEENG-01

MSANDY

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Preferred Insurance Services, Inc		NAMED INSURED Federal Engineering, Inc. 10600 Arrowhead Drive #160 Fairfax, VA 22030 Fairfax	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

California Workers Compensation  
Workers Compensation policy 6012243496 effective 7/1/16 - 7/1/17 for the State of CA with limits of \$1,000,000/\$1,000,000/\$1,000,000.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

**1. ADDITIONAL INSURED – BLANKET VENDORS**

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**2. MISCELLANEOUS ADDITIONAL INSUREDS**

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. Additional Insured – Your Work**

That person or organization for whom you do work is an additional insured solely for liability due to

your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**f. Owners/Other Interests – Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

**3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:**

**H. Other Insurance**

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

**4. LEGAL LIABILITY – DAMAGE TO PREMISES**

**A.** Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. **Damage To Property**, is replaced by the following:

**k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.



Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any **one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

**5. Blanket Waiver of Subrogation**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

**6. Broad Knowledge of Occurrence**

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

**7. Bodily Injury**

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**8. Expanded Personal and Advertising Injury Definition**

- a. The following is added to **Section F. Liability and Medical Expenses Definitions**, item 14. **Personal and Advertising Injury**, in the **Businessowners General Liability Coverage Form**:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:
  - a. The insured; or
  - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to Exclusions, **Section B.:**

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the

direction of any insured.

**(16) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**9. Personal and Advertising Injury Re-defined**

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.