

Contract Log # _____

**COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this 25th day of April, 2006, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Harris & Associates, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Design services for County bridge repairs; and

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

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$108,930.00 including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on April 25, 2006, and shall terminate on December 31, 2006. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

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

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

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

6.2 AUTO LIABILITY

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

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

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

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

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed *\$2,500 unless approved by the County.

6.4.a Professional Liability Insurance..... (check box if required)

*Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (Exhibit "C") to be completed.

6.4.b Maritime Insurance..... (check box if required)

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

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

15. AMENDMENT:

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

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Jeff Rawles, Deputy Director
Marin County Public Works Department

Dept./Location: P.O. Box 4186
San Rafael, CA 94913-4186

Telephone No.: 415-499-6548

Notices shall be given to Contractor at the following address:

Contractor: Kouros Iranpour, PE
Harris & Associates

Address: 120 Mason Circle
Concord, CA 94520

Telephone No.: 925-827-4900

21. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

- EXHIBIT A.** **Scope of Services** _____
- EXHIBIT B.** **Fees and Payment** _____
- EXHIBIT C.** **Insurance Reduction/Waiver** _____

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

**APPROVED BY
COUNTY OF MARIN:**

By: _____
PRESIDENT, Board of Supervisors

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____



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

REASON(S) REVIEW:

- Contract Requires Board of Supervisors' Approval**
- Standard Short Form Content Has Been Modified**
- Optional Review by County Counsel at Department's Request**

County Counsel: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES (required)

Scope of Service Matrix for Design Services			
Marin County Bridge Maintenance Program			
TASK	OUR APPROACH	YOUR BENEFIT	DELIVERABLE
0.0 PROJECT ADMINISTRATION			
0.1 Progress Meetings	Monthly meetings with County staff and others are conducted as appropriate throughout design process.	Ensures that all parties keep in touch to address and resolve issues promptly.	Notes of each meeting highlighting agreed-upon action items.
0.2 Progress Report	A brief progress report will accompany each monthly Harris invoice. It will discuss budget and schedule status, issues resolved and unresolved, and "next steps".	You will have a continuous written record of our progress and documentation of issues.	Monthly status report.
1.0 INVESTIGATION PHASE			
1.1 Kick-off Meeting	We will meet with staff to confirm the scope of work, schedule, budget, and availability of project documents; review project goals and conceptual designs; discuss format of deliverables; and clarify responsibilities of each party.	This meeting will ensure that all parties understand all aspects of the work <i>before</i> any work begins.	Meeting notes with lists, as appropriate.
1.2 Information Gathering and Evaluation	We will gather existing background information about the project including: <ul style="list-style-type: none"> • Review Caltrans maintenance reports • Review bridges • Utility locations review at each location This activity will require assistance from County staff.	We attempt to collect all data at project inception to facilitate preliminary design and avoid costly redesign due to unknown circumstances.	List of requested documents.

Scope of Service Matrix for Design Services

Marin County Bridge Maintenance Program

TASK	OUR APPROACH	YOUR BENEFIT	DELIVERABLE
2.0 PRELIMINARY DESIGN PHASE			
2.2 Preliminary Estimate of Probable Construction Cost (50%)	A preliminary estimate of probable cost will be provided in the Basis of Design Report. We will utilize the resources of our expert design and construction management staff to provide current, realistic construction costs. Portions allocated to various fund sources will be identified, if appropriate.	We involve our construction managers in our cost estimating due to their current cost knowledge.	Preliminary itemized cost estimate.
2.3 Specifications and Contract Documents (50%)	At the 50% stage, we will prepare draft contract documents for review and comment by County staff. The first specification submittal will be in outline format. Specifications will be based upon the Caltrans standard. Contract documents will be based upon standard documents provided by the County.	Harris is familiar with a number of standard spec formats and contract documents, including Harris' own "front-end".	50% complete Contract documents
2.4 Basis of Design Report	The Basis of Design Report (BDR) will accompany our preliminary design submittal. It will discuss issues (both resolved and unresolved) associated with each bridge, and discuss possible alternatives being considered. After County staff approves the report's contents, formal design will proceed.	We consider this a significant "check point" in the design process. All parties must agree on the various elements of the BDR in order to keep costs and schedule on target.	Basis of Design Report.
2.5 Quality Review	Prior to the preliminary phase submittal, all plans and documents will be reviewed by Harris' Quality Manager.	Helps reduce County review time.	N/A.
2.6 Review Meeting	At a meeting with County staff, we will discuss our preliminary design and Basis of Design Report. A preferred alternative will be selected for each element and final design will proceed after approval from the County.	The Report will clearly state the items to be reviewed, resolved, and concurred with at this meeting.	Meeting notes.
2.7 Subconsultant Management and Coordination with Environmental Subconsultant.	We will assist our sub consultant, Sycamore Associates, in preparing supporting documents for regulatory permitting and Initial Study. We require a brief monthly status report to accompany each subconsultant invoice.	Will ease the burden on County staff.	Support documents.

Scope of Service Matrix for Design Services

Marin County Bridge Maintenance Program

TASK	OUR APPROACH	YOUR BENEFIT	DELIVERABLE
3.0 FINAL DESIGN PHASE			
3.1 Final Design Development (95%)	We will submit plan sets for review at the 95% stage. Each submittal will incorporate all comments received at the previous stage.	Each subsequent submittal will include refinements and additional details. AutoCAD will facilitate this design process.	Review plan set at 95% completion stage.
3.2 Estimate of Probable Construction Cost (95%)	Spreadsheets will be provided at the 95% stage, identifying take-off quantities, unit costs, and cost estimates for each element of the project. If appropriate, bid alternates may be incorporated. Costs will also be shown by funding source if requested.	Harris design and construction engineers will provide current cost data, drawing from personal experience and company cost estimate databases.	Cost estimates at 95% stage.
3.3 Specifications and Contract Documents (95%)	At the 95% stage, we will prepare draft contract documents for review and comment by County staff. Specifications will be based upon the Caltrans standard. Contract documents will be based upon standard documents provided by the County.	Harris is familiar with a number of standard spec formats and contract documents, including Harris' own "front-end".	Contract documents, including specifications, at the 95% stage.
3.4 Quality Review	Prior to each submittal, all plans and documents are reviewed by an independent in-house team at Harris.	Quality review ensures document accuracy and completeness, and reduces necessary County review time.	N/A
3.5 Review Meeting(s)	At a meeting with County staff, we will discuss each review submittal.	Meeting to discuss County review comments ensures the County understands Harris' plans, and Harris understands the County's requested changes or comments.	Meeting notes.
3.6 Final Contract Documents (PS&E)	After staff reviews and comments on the final draft documents, we will revise as needed and resubmit reproducible plans and contract documents for bidding by the County. A final, detailed engineers estimate of probable construction cost will be provided. Plans will be prepared on standard County title block sheets. AutoCAD and Word disks will be provided for County files.	The final contract documents will incorporate all County pre-final review comments.	Reproducible plans and contract documents, plus electronic files.

Scope of Service Matrix for Design Services

Marin County Bridge Maintenance Program

TASK	OUR APPROACH	YOUR BENEFIT	DELIVERABLE
4.0 BID PERIOD SERVICES			
4.1 Pre-Bid Meeting	We will attend a pre-bid meeting scheduled by the County to answer questions from prospective bidders.	The designers' participation at this meeting shows the County's partnering approach, expedites answering questions, and should result in better bid results.	Meeting notes, including a list of questions asked.
4.2 Bidders Questions	We will answer questions from bidders by telephone during the advertising period. We will log questions and provide the County with documentation.	Takes the burden off County staff as the "middle-man" if Harris is allowed to answer questions directly.	Log of questions received and answers given, for County to distribute if appropriate.
4.3 Prepare Addenda	We will prepare any required addenda for distribution by the County.	Eliminates County staff need to issue addenda.	Addenda to bid package.
4.4 Preconstruction Meeting	We will attend the preconstruction meeting scheduled by the County to answer questions from the contractor awarded the project.	Harris' participation shows partnering approach, facilitates answering questions promptly, reduces County staff's burden.	Meeting notes, including questions asked.
5.0 DESIGN SERVICES DURING CONSTRUCTION			
5.1 Review Shop Drawings and Contractor Submittals	We will review all contractor submittals and make recommendations to the County.	Reduces staff burden; ensures designer's input.	Written evaluation of submittals.
5.2 Change Order Assistance	We will provide the County with the necessary documentation for change order processing.	Reduces staff burden; ensures designer's input; and provides critical review of the change order request in order to reduce change order costs.	Written response and recommendation for each change order.

EXHIBIT "B"

FEEES AND PAYMENT SCHEDULE (required)

		HARRIS & ASSOCIATES					
(Activity Code:)		(500)	(501)	(502)	(504)	(505)	
STAFF		QC/QA	PM	FIELD ENGR	TECH	CL	
TASK, PHASE, DESCRIPTION		HOURS	HOURS	HOURS	HOURS	HOURS	TOTALS
TASK 0.0 PROJECT ADMINISTRATION							
0.1	Progress Meetings, 2/mo for 5 months		20	20			
0.2	Monthly Progress Reports		10	10			
	SUBTOTAL HOURS	0	30	30	0	0	60
	SUBTOTAL DOLLARS	\$0	\$5,100	\$4,950	\$0	\$0	\$10,050
TASK 1.0 INVESTIGATION PHASE							
1.1	Kick-off Meeting		2	2			
1.2	Information Gathering - review CT reports and bridges - 34 locations			132			
	SUBTOTAL HOURS	0	2	134	0	0	136
	SUBTOTAL DOLLARS	\$0	\$340	\$22,110	\$0	\$0	\$22,450
TASK 2.0 PRELIMINARY DESIGN PHASE							
2.1	Preliminary Design (50%)		24	60	80		
2.2	Preliminary estimate (50%)		8	40			
2.3	Specs (50%)		12	20		6	
2.4	Basis of design Report		6	8	6	2	
2.5	Quality Review	4					
2.6	Review meeting			4			
2.7	Coordination with Environmental Subconsultant		16	8	24		
	SUBTOTAL HOURS	4	66	140	110	8	328
	SUBTOTAL DOLLARS	\$720	\$11,220	\$23,100	\$9,900	\$560	\$45,500
TASK 3.0 FINAL DESIGN							
3.1	Final Design (95%)		24	60	80		
3.2	Estimate (95%)		12	40		6	
3.3	Specs (95%)		8	16			
3.4	Quality Review	4					
3.5	Review Meeting			4			
3.6	Final PS&E		8	8	16	2	
	SUBTOTAL HOURS	4	52	128	96	8	288
	SUBTOTAL DOLLARS	\$720	\$8,840	\$21,120	\$8,640	\$560	\$39,880
TASK 4.0 BID PHASE ASSISTANCE							
4.1	Pre-Bid Meeting		2	2			
4.2	Bidders Questions		2	4			
4.3	Prepare Addenda		2	4	6		
4.4	Preconstruction Meeting		2	2			
	SUBTOTAL HOURS	0	8	12	6	0	26
	SUBTOTAL DOLLARS	\$0	\$1,360	\$1,980	\$540	\$0	\$3,880
TASK 5.0 DESIGN SERVICES DURING CONSTRUCTION							
5.1	Review Shop Drawings and Contract Submittals		4	6			
5.2	Change Order Assistance		4	8			

SUBTOTAL HOURS	0	8	14	0	0	22
SUBTOTAL DOLLARS	\$0	\$1,360	\$2,310	\$0	\$0	\$3,670
A. HARRIS HOURS AND COST						
HOURS PER POSITION	8	164	324	212	16	
HOURLY RATE (TYPICAL)	\$180	\$170	\$165	\$90	\$70	
HARRIS SUBTOTAL COST	\$1,440	\$27,880	\$53,460	\$19,080	\$1,120	\$102,980
B. SUBCONSULTANT COST		FIRM	ROLE	COST		
		WRECO	Hydraulic Engr.	\$5,000		
SUBCONSULTANT TOTAL COST						\$5,000
D. HARRIS DIRECT COST (printing of submittal packages, 5 packages in 2 submittals)						\$950
E. TOTAL COST FOR PS&E (NOT-TO-EXCEED BASIS):						\$108,930

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