

Contract Log # \_\_\_\_\_

**COUNTY OF MARIN  
STANDARD SHORT FORM CONTRACT**

**THIS AGREEMENT** is made and entered into this \_\_\_day of \_\_\_\_\_, 20\_\_ 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: **Provide consulting engineering services relating to the repair of designated storm damage sites on County roads**; 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 **\$490,000** including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **June 6, 2006**, and shall terminate on **December 31, 2007**. 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: Bob Beaumont

Dept./Location: County of Marin, Department of Public Works  
P.O. Box 4186  
San Rafael, CA 94611-4186

Telephone No.: (415) 499-6570

Notices shall be given to Contractor at the following address:

Contractor: Harris & Associates  
120 Mason Circle  
Address: Concord, CA 94520  
Attention: Bob Guletz, Vice President

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.: \_\_\_\_\_



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The scope of work will generally include evaluating each site, preparing a CIP-type document, arranging for necessary geotechnical and survey work, preparation of plans, specifications and estimates, managing each site to successful completion, and working with the Kermani Consulting Group regarding FEMA requirements.

Harris will perform the following tasks:

1. **Kick off Meeting.** Harris will convene a meeting with Public Works engineering and maintenance personnel, consultants, and others who are familiar with the named sites. They will discuss and reach consensus on the selected sites, methodology, roles and responsibilities, schedule, and deliverables.
2. **Data Collection.** Harris will compile information on each site from County and other sources, visit each site, and take photographs.
3. **Develop Program.** Harris will develop a simple data template, which will be used to summarize the information known and status of each site. This collection of 17 project sheets will constitute an informal "CIP" for the slide repair program, and will provide a means to prioritize the sites, compile cost information, and develop summary progress reports for the Director of Public Works, the Board of Supervisors and other interested parties.
4. **Develop Repair Methodologies.** Treating each site as a project, Harris will identify the research or work needed to enable preparation of construction documents. This may include environmental review, regulatory clearances, geotechnical analysis and recommendations, surveying, structural design, civil design of adjacent facilities, traffic issues during construction, vegetation restoration, creeks and waterway protection, cost estimating, limitations on methods of construction, working outside the right of way, etc.
5. **Identify Resources.** Harris will create a list of consultants and vendors who provide the services noted in Task 4 that may be needed at one or more sites. Marin County firms will be used where possible.
6. **Prioritize the Sites.** Based on information gathered including cost and construction schedule, and working with County staff, Harris will prioritize the seventeen sites.
7. **Preparation of PS&E.** Harris will use the prioritization to schedule the preparation of the plans, specifications, and estimates for site repairs. Geotechnical firms will provide the bulk of the design if they are qualified to do so. Harris' design staff will provide design of civil facilities such as roads and storm drainage. Harris' Project Manager will ensure coordination of all construction documents, utilizing County "boilerplate" bidding forms and contract documents. If appropriate, Harris will assign work to other firms in order to meet the bidding and construction schedule goals. County will provide base mapping (aerials or other) and other support as appropriate to facilitate PS&E development.
8. **Project Management.** Each of the 17 sites will have a combination of consultants or County staff working on the project. The Harris Project Manager will coordinate each team to make sure the resources are being used efficiently and to resolve delivery issues. Where possible,

similar type projects will be assigned to the same team. Harris will coordinate the use of geotechnical, surveying and other sub-consultants. The Kermani contract will remain with the County, but Harris will continuously coordinate with Kermani regarding FEMA matters.

9. **Construction Packaging.** Working with County staff and Harris' construction experts, Harris will package sites into reasonable groups for bidding purposes. Criteria for bundling may include type of slide repair solution, type of contractor, size of projects (and equipment needed), geographic location, and required completion schedule. The intent is to spread the work among large and small contractors, to use local contractors, to be able to manage concurrent construction contracts effectively, and to get the work done before the rainy season.
10. **Bid Period Assistance.** Harris will assist the County in advertising, answering questions, reviewing bids, and awarding contracts, as requested.
11. **Construction Period Assistance.** Harris' Project Manager will be available during the construction process to direct questions to the appropriate designer or specialty consultant. In addition, Harris will provide construction management and/or inspection assistance on specific projects as directed by the County. The geotechnical firms will provide their standard construction period observation as typically called out in the soils reports.

With respect to providing construction period services, neither Harris nor its sub-consultants shall be responsible for construction means, methods, techniques, sequences, procedures or health or safety precautions and programs in connection with the work under this agreement and will not be responsible for a general contractor's failure to carry out work in accordance with the contract documents.

**Organization of Tasks.** The services to be provided include a combination of management, engineering design, and construction management / inspection for a wide range of projects. The program will utilize a "Master Agreement with Task Orders" format, with this "standard short form contract" serving as the Master Agreement. Task Order #1 will be for Program Management; Task Orders #2-18 would be for specific sites. For each of the tasks, Harris will prepare the scope, fee, deliverables, and schedule. The resulting Task Orders will be negotiated and executed by County staff and Harris. This Task Order process permits the flexibility needed in defining project assignments. Because the scope of individual emergency repair projects is uncertain at the time of this Master Agreement, the overall Program budget cannot be known presently. Harris' obligation is to complete work on the Program is subject to having sufficient budget assigned.

## EXHIBIT "B"

### FEES AND PAYMENT SCHEDULE

County shall execute payments to Harris and Associates within thirty days of receipt of monthly invoices.

#### RANGE OF HOURLY RATES: ALL HARRIS EMPLOYEES

Effective January 1 - December 31, 2006

Program Manager                      Dave Bernardi    \$140

#### ENGINEERING DESIGN AND MUNICIPAL SERVICES GROUPS

#### HOURLY RATE

Project Directors	\$190-270
Project Managers	125-240
Project Engineers	100-210
Technical Support	75-140
Administration	65-120

#### CONSTRUCTION / PROGRAM MANAGEMENT

#### HOURLY RATE

Project Director	\$190-270
Project Managers	125-240
Construction Managers	100-200
Resident Engineers	150-200
Construction Engineers	110-170
Scheduling Engineers	110-200
Cost Engineers	110-200
Inspectors	100-170
Technicians	90-150
Administration	65-120

\*Notes: Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1, 2007. Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as vehicles, mileage, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).