

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: construction management services for the County of Marin 2007 Pavement Rehabilitation Program for the north and south areas; 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 \$286,713.00 including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on June 5, 2007 and shall terminate on April 30, 2008. 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:	Ernest Klock
Dept./Location:	Department of Public Works P. O. Box 4186 San Rafael, CA 94913-4186
Telephone No.:	415 499-6552

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**

**HARRIS & ASSOCIATES:**

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 Supervisor's 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

SCOPE OF SERVICE MATRIX

COUNTY OF MARIN 2007 PAVEMENT REHABILITATION PROGRAM – NORTH AND SOUTH AREAS

<u>TASK 1</u>	APPROACH	BENEFIT	DELIVERABLE
<b>Bid and award Phase Services</b>			
<b>Preconstruction Conference</b>	Outline project specifics. Inform Contractor of project administration procedures.	Establish ground rules and responsibilities.	- Agenda - Meeting minutes
<b>Construction Phase Services</b>			
<b>Weekly Meetings</b>	Conduct weekly meetings to discuss schedule, current, and past issues.	Maintains official dialogue between team members.	- Agenda - Meeting minutes
<b>Issues Management</b>	Analyze issue, seek appropriate advice, and recommendations.	Provides solutions to actual conditions found in field. Minimizes delays.	- Design clarifications - Contract change orders
<b>Schedule</b>	Monitor contractor's CPM schedule monthly. Notify parties of actual or potential deviation from schedule. Work with project team to correct non-compliance with schedule.	Better project coordination. Fewer delays. Fewer time related disputes.	- Schedule reports, recommendations. - "As-built" schedule
<b>Cost Control</b>	Monitor project funding and financing. Monitor project budgets. Review A/E's estimates, contract item payments, material quantities, and change order payments.	Effective use of funds. Early warning of potential funding problems.	- Cash flow reports - Budget reports - Cost estimate reviews
<b>Change Orders</b>	Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution by the City. Keep the City apprised of impact of cumulative change orders.	Change orders reflect fair price for added or deleted work.	- Independent cost estimates - Change orders ready for execution - Change order summary reports
<b>Dispute Resolution</b>	Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.	Disputes are avoided or resolved quickly.	- Dispute avoidance procedures and recommendations

**SCOPE OF SERVICE MATRIX**

**COUNTY OF MARIN 2007 PAVEMENT REHABILITATION PROGRAM – NORTH AND SOUTH AREAS**

<b><u>TASK 1</u></b>	<b>APPROACH</b>	<b>BENEFIT</b>	<b>DELIVERABLE</b>
<b>Quality Control/ Inspection</b>	Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic documentation of construction process. Encourage and stress quality in the constructed product.	Completed project meets the City's expectations for quality and functionality.	- Photography - Project files
<b>Progress Payments</b>	Review contractors' payment requests. Verify contractor pay items. Prepare payment documentation for execution by the City.	Contractor is paid only for work in place and acceptable. In case of contractor default, funds are available to complete project.	- Progress payment request documents
<b>Site Safety</b>	Review and monitor contractors' safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify the Authority if contractor refuses to rectify unsafe condition. Investigate accidents.	Jobsite is safer. Avoids litigation.	- Accident reports - Monthly reports
<b><i>Closeout Phase Services</i></b>			
<b>Final Walkthrough</b>	Make final inspections. Prepare punch-list. Verify that required certificates of compliance, O&M manuals and as-built drawings have been delivered.	Project is completed according to contract documents. All paperwork required of contractor is delivered.	- Punchlist
<b>Project Completion Report</b>	Process final progress payment to contractor. File Notice of Completion. Prepare final report. Deliver project records to the City.	Paperwork is completed. Audit trail is completed.	- Final progress payment - Notice of Completion - Final report

## **Scope of Services:**

### **TASK 2:**

#### **Encroachment Permit Inspection for the Livestock Crossing at Big Rock**

1. Provide materials sampling and testing as required for QA/QC compliance.
2. Provide part time oversight inspection for applicable code compliance.
3. Provide part time oversight inspection for applicable State and County standards.
4. Provide part time oversight QA/QC services to ensure acceptability of work performed in the County right-of-way.

**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE**  
**HARRIS & ASSOCIATES**

**COUNTY OF Marin 2007 PAVEMENT REHABILITATION PROGRAM - NORTH AREA**

TASK 1A, PHASE, DESCRIPTION	STAFF	Inspector				TOTALS
	PM HOURS	CM/RE HOURS	A HOURS	Clerical HOURS	Tech HOURS	
<b>1.0 PROJECT MANAGEMENT</b>						
1.1 Subconsultant Management	2	5	2			
1.2 Project required documents	2	5	2	10		
SUBTOTAL HOURS	4	10	4	10	0	28
SUBTOTAL DOLLARS	\$720	\$1,800	\$480	\$750	\$0	\$3,750
<b>2.0 CONSTRUCTION MANAGEMENT</b>						
2.1 Preconstruction Meeting		8	8			
2.2 Weekly Meeting		20				
2.3 Issues Management		10				
2.4 Schedule Monitoring		10				
2.5 Cost control		10				
2.6 Change Orders		10				
2.7 Dispute Resolution	4	10				
2.8 Progress Payment		10		60		
2.9 Labor Compliance Requirements		5				
3.0 Permit compliance		5				
3.1 As-Built drawings		5	5		20	
3.2 Final walk through		8	5			
3.3 Final Payment		5				
SUBTOTAL HOURS	4	116	18	60	20	218
SUBTOTAL DOLLARS	\$720	\$20,880	\$2,160	\$4,500	\$2,000	\$30,260
<b>3.0 CONSTRUCTION INSPECTION</b>						
3.1 Quality Control/ Inspection	20	40	425	20		
3.2 Permit/ environmental compliance		8	8			
3.3 Allowance for OT			40			
SUBTOTAL HOURS	20	48	473	20	0	561
SUBTOTAL DOLLARS	\$3,600	\$8,640	\$56,760	\$1,500	\$0	\$70,500
<b>A. HARRIS HOURS AND COST</b>						
HOURS PER POSITION	28	174	495	90	20	
HOURLY RATE (TYPICAL)	\$180	\$180	\$120	\$75	\$100	
HARRIS SUBTOTAL COST	\$5,040	\$31,320	\$59,400	\$6,750	\$2,000	\$104,510
<b>B. SUBCONSULTANT COST</b>	FIRM	ROLE	Task	FEE		
	Testing Engineers, Inc	Material Testing	2.3	\$13,320		
<b>C Inspector trucks</b>						
SUBCONSULTANT TOTAL COST:						\$13,320
<b>C. SUBCONSULTANT MARK-UP (10 %)</b>						\$1,332
<b>D. HARRIS DIRECT COST</b>						\$0
<b>E. TOTAL COST FOR TEAM (NOT-TO-EXCEED BASIS):</b>						<b>\$119,162</b>



**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE**

**COUNTY OF Marin 2007 PAVEMENT REHABILITATION PROGRAM - SOUTH AREA**

TASK 1B, PHASE, DESCRIPTION	STAFF	Inspector					TOTALS
	PM HOURS	CM/RE HOURS	A HOURS	Clerical HOURS	Tech HOURS		
<b>1.0 PROJECT MANAGEMENT</b>							
1.1 Subconsultant Management	2	5	2				
1.2 Project required documents	2	5	2	10			
SUBTOTAL HOURS	4	10	4	10	0		28
SUBTOTAL DOLLARS	\$720	\$1,800	\$480	\$750	\$0		\$3,750
<b>2.0 CONSTRUCTION MANAGEMENT</b>							
2.1 Preconstruction Meeting		8	8				
2.2 Weekly Meeting		20					
2.3 Issues Management		10					
2.4 Schedule Monitoring		10					
2.5 Cost control		10					
2.6 Change Orders		10					
2.7 Dispute Resolution	4	10					
2.8 Progress Payment		10		42			
2.9 Labor Compliance Requirements		5					
3.0 Permit compliance		5					
3.1 As-Built drawings		5	5		20		
3.2 Final walk through		5	5				
3.3 Final Payment		5					
SUBTOTAL HOURS	4	113	18	42	20		197
SUBTOTAL DOLLARS	\$720	\$20,340	\$2,160	\$3,150	\$2,000		\$28,370
<b>3.0 CONSTRUCTION INSPECTION</b>							
3.1 Quality Control/ Inspection	20	30	425	20			
3.2 Permit/ environmental compliance		8	8				
3.3 Allowance for OT			40				
SUBTOTAL HOURS	20	38	473	20	0		551
SUBTOTAL DOLLARS	\$3,600	\$6,840	\$56,760	\$1,500	\$0		\$68,700
<b>A. HARRIS HOURS AND COST</b>							
HOURS PER POSITION	28	161	495	72	20		
HOURLY RATE (TYPICAL)	\$180	\$180	\$120	\$75	\$100		
HARRIS SUBTOTAL COST	\$5,040	\$28,980	\$59,400	\$5,400	\$2,000		\$100,820
<b>B. SUBCONSULTANT COST</b>							
	FIRM	ROLE	Task	FEE			
	Testing Engineers, Inc	Material Testing	2.3	\$16,710			
<b>C Inspector trucks</b>							
SUBCONSULTANT TOTAL COST:							\$16,710
<b>C. SUBCONSULTANT MARK-UP (10 %)</b>							\$1,671
<b>D. HARRIS DIRECT COST</b>							\$0
<b>E. TOTAL COST FOR TEAM (NOT-TO-EXCEED BASIS):</b>							<b>\$119,201</b>

**EXHIBIT "B"**  
**FEE & PAYMENT SCHEDULE**  
**TASK 2 ENCROACHMENT PERMIT INSPECTION FOR LIVESTOCK CROSSING AT BIG ROCK**

Employee	Title	Assignment(s)	July	August	September	October	November	Subtotal	Rate	Total
Craig Parnley	CM	Lucas Valley Road	5	5	5	5	5			
			5	5	5	5	5	25	\$180.00	\$ 4,500.00
Eddy Finley	Inspector	Lucas Valley Road	45	69	57	66	48			
			45	69	57	66	48	285	\$110.00	\$31,350.00
										<b>\$35,850.00</b>

Assumptions:

1. Proposal assumes 95 working day construction duration with inspector coverage of 3 hours per day.
2. Above hourly rates include all overtime, fringe and profit unless otherwise noted.
3. Harris and Associates rates normally increase by 5% every January.
4. Construction Management Services to be provided by others.

M&T Costs	
Lucas Valley Road	\$ 12,500.00

Total Budget Required: **\$48,350.00**

**Contractor shall be paid up to the maximum sum indicated in Section 4 of this agreement. Payment shall be made based on a monthly invoice submitted with a breakdown of hours and in accordance with the billing rates stated in Task 1A, Task 1B, and Task 2 of this Exhibit "B".**

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER (if applicable)**

Harris & Associates

CONTRACTOR:

CONTRACT TITLE      County of Marin 2007 Pavement Rehabilitation Program for the north and south areas

Contractor's professional liability insurance may be provided, in part, by self-insurance or large deductible as long as contractor provides: (1) evidence to the County that contractor has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
<b>General Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Automobile Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Workers' Compensation Insurance</b>	<input type="checkbox"/>		
<b>Professional Liability Deductible</b>	<input checked="" type="checkbox"/>	\$	

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

Change requested by Harris & Associates that the deductible or self-insured retention for Professional Liability Insurance be increased from \$2,500 to **\$150,000**.

Contract Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Extension: \_\_\_\_\_

Approved by Risk Manager: \_\_\_\_\_

Date: \_\_\_\_\_

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