

Contract Log # _____

**MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between the MARIN DISTRICT FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter referred to as "DISTRICT" and Stetson Engineers Inc, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following services:engineering services for the study of Ryan Creek in Mill Valley; 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 District, 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 District 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 District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$38,919 including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on the date this agreement is made and entered into, and shall terminate on June 30, 2011. 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 District. The general liability policy shall be endorsed naming the District as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the District prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to District 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 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 District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District 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, District 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) with a two million dollar (\$2,000,000.00) aggregate limit. The District 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 combined single limit (\$1,000,000.00).

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

6.3 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 or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

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

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit "C", only if it exceeds \$100,000. If the deductible or self-insured retention amount exceeds \$100,000, the District may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the District may conclusively rely thereon.

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.

Amount of professional liability deductible if under \$100,000 = \$ 50,000

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

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 District 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 District 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 District.

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 District 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 District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONSULTANT:

Any and all work product resulting from this agreement 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 Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant 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 District 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 District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' 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 District, 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 District, 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.

19. 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 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 District's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on District'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 District at the following location:

Contract Manager:	Tracy J . Clay / Neal Conatser
Dept./Location:	Department of Public Works
	P. O. Box 4186
	San Rafael, CA 94913-4186
Telephone No.:	415-507-2941

Notices shall be given to Contractor at the following address:

Contractor:	Stetson Engineers Inc
	2171 E. Francisco Blvd., Suite K
Address:	San Rafael, CA 94901
Telephone No.:	(415) 457-0701

21. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	<u>Scope of Services</u>	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	<u>Fees and Payment</u>	
<u>EXHIBIT C.</u>	<input type="checkbox"/>	<u>Insurance Reduction/Waiver</u>	

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

**APPROVED BY
MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:**

By: _____
PRESIDENT, Board of Supervisors

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____

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

District and Contractor are entering into this agreement, as described herein, for the purpose of studying the hydraulics of lower Ryan Creek and the operation of designated flood control and drainage facilities within the adjoining watershed. As part of this agreement Contractor, under the general direction of District staff, shall provide services as described herein for each of the following tasks:

Task 1: Generate Topographic Data and Conduct Cross Section Survey

Contractor shall use LiDAR data obtained from FEMA to extend its existing 2009 topo dataset of the Arroyo Corte Madera del Presidio floodplain to encompass the entire Ryan Creek floodplain, as delineated in the FEMA flood insurance rate map, and the marsh. In addition, Contractor shall survey cross sections of the Ryan Creek channel and adjacent marsh extending from the pump station upstream to Hilarita Avenue, including all bridges, culverts, and other structural crossings along lower Ryan Creek. **Deliverables:** (1) – All survey data noted in *Task 1* complete with metadata; data to be provided in AutoCAD and/or AutoCAD supported files.

Task 2: Build HEC-RAS Hydraulic Model

Contractor shall incorporate the topographic data developed in *Task 1* into HEC-RAS. This work shall include creating channel and culvert geometry files and the elevation-storage curve for the marsh. Contractor shall use the existing HEC-HMS model of the Arroyo Corte Madera Creek watershed to generate hydrographs of runoff from the Ryan Creek drainage contributing to the tidal gate and pump station for a complete range of storm events (25 yr, 50 yr, and 100 yr). Contractor shall use the head vs. discharge capacity curve for the pump station in the model, as modified in *Task 4*. According to *Task 4*, Contractor shall use manufacturer's curves to test greater capacity pump configurations, if deemed necessary by the study. **Deliverables:** (1) A copy of the final working HEC-RAS model project file including all Plan, Run, Output, Geometry, Flow data, and all other associated files.

Task 3: Set-up Pump Test; Assist in Conducting Pump Test; Compile Pump Test Data; Calibrate HEC-RAS Hydraulic Model

3a: Contractor shall install (and remove at the direction of the District and upon completion of the study) monitoring devices for the pump test, including water level recorders at four locations and flow meters in the two pump discharge pipes. District shall install monitoring devices for the pump test consisting of data recorders indicating the date, time, and duration of operation of each pump. Upon the recommendation of Contractor, District shall operate pumps as required to obtain sufficient data for performing the study. In the event that sufficient data is not obtained, monitoring devices shall be deployed until the time when sufficient data has been obtained. Contractor shall assist with scheduling the test and shall be available for a limited time to provide assistance to District during the conduction of the pump test. Contractor shall download, compile, and analyze recorded data from all pump tests and shall calibrate the HEC-RAS unsteady model based on the recorded data. **Deliverables:** (1) Data from and subsequent analysis of all water level monitoring data (as described in *Task 1*) to be included in the draft and final reports.

3b (Optional): Contractor shall install (and remove at the direction of the District and upon completion of the study) 10 ft extensions on the discharge pipes to enable the flow meters to satisfactorily measure the flow.

Task 4: Run HEC-RAS Hydraulic Model Simulations

For each selected design storm event, and using an assigned initial water level in the marsh, Contractor shall use HEC-RAS to simulate unsteady hydraulic routing of Ryan Creek flows from Hilarita Avenue to Richardson's Bay. That is, based on the initial water level in the marsh, the time-varying inflows entering the model domain, and the pump capacity curve (as modified based on the pump test), the Contractor shall compute the resulting time-varying pump station discharges, marsh water levels, and water surface profiles along lower Ryan Creek. The computed peak water levels shall be compared to the topographic data and elevations of street drain inlets, yards, and first finished floors of residences in the vicinity of the creek to estimate the occurrence of flooding and potential damage. These results shall be used to assess the adequacy of the existing pump station and determine the maximum initial water level in the marsh that should not be exceeded prior to storms. Contractor shall use manufacturer's curves to test greater capacity pump configurations, as deemed appropriate by the study. **Deliverables:** (1) Graphical and tabular model results showing computer water surface elevations to be included in the draft and final reports.

Task 5: Prepare Report

Contractor shall prepare and submit to District draft and final reports summarizing the analysis, results, findings, and recommendations of the study. Findings shall 1) address the adequacy of the existing pump station, 2) define the water level in the marsh that should not be exceeded prior to precipitation events, and 3) describe potential flooding scenarios along Ryan Creek (including upstream of the Camino Alto Bridge) under a range of tidal and operating conditions. Recommendations shall be made, as indicated as appropriate by the study, for 1) pump station operation, 2) pump station modification, and 3) operation or modification of other flood control and drainage facilities to mitigate flooding along Ryan Creek (including upstream of the Camino Alto Bridge). The District shall have a minimum of 3 weeks to review and provide comment on the draft report prior to the Contractor incorporating comments into the final report. **Deliverables:** (2) – Draft Report, Final Report

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

This is a time and materials contract with a maximum not to exceed sum indicated in Section 4 of this agreement. Payment shall be made to Contractor upon receipt of regular itemized invoices.

Task	Cost
1. Generate Topographic Data and Conduct Cross Section Survey	\$9,296
2. Build HEC-RAS Hydraulic Model	\$6,306
3a. Set-up Pump Test; Install Flow Sensors; Assist in Conducting Pump Test; Compile Pump Test Data; Calibrate HEC-RAS Hydraulic Model	\$8,777
3b. (Optional) Install and remove 10 ft pipe extensions for pump test.	\$7,266
4. Run HEC-RAS Hydraulic Model Simulations	\$3,376
5. Prepare Report	\$3,898
TOTAL (including optional task)	\$38,919