

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

**COUNTY OF MARIN  
STANDARD SHORT FORM CONTRACT**

**THIS AGREEMENT** is made and entered into this 4<sup>th</sup> day of April, 2006, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and John Roberto Associates, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following services: project management and coordination services for the Gness Field runway extension EIS/EIR, Phase I; 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 \$134,500.00 including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on April 4, 2006, and shall terminate on October 3, 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: Jeff Rawles, Deputy Director  
Dept./Location: Marin County Public Works Department  
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: John Roberto  
Address: P.O. Box 31330  
San Francisco, CA 94131  
Telephone No.: 415-586-0224

**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)

John Roberto will undertake all consultant work on this project, and will perform work as directed and authorized by Jeff Rawles, Deputy Director of Marin County Department of Public Works. The proposed work program is divided into two phases. Upon completion of Phase I, the Airport will evaluate progress and decide if additional consultation is necessary. Phase I consists of five general tasks. The following is a general description of the work associated with each task.

#### Phase I

##### 1. FAA and Other Public Agency Coordination

The activities associated with this task include identifying the other Federal, State, and local agencies that will rely on the EIS/EIR for future permits, funding, or other authorizations. Identify key personnel in each Federal, State and local agency that will be responsible for review and comment on the EIS/EIR. Formulate with the FAA a smaller working group from responsible agencies that can meet to address specific concerns or issues related to preparation, content, and processing of the environmental document. Identify processing milestones and formulate a preliminary schedule (timeline) for processing the EIS/EIR. Included in this task are the necessary coordination activities such as phone calls, periodic meetings to review progress, and establishment of a protocol to discuss problems that require public agency consensus to resolve.

##### 2. Affirmation of the Project Description

The activities under this task include distribution of the 'Preliminary Design Report-Runway Extension' to all agencies identified in Task 1 and a request that each agency affirm that the project description is adequate for undertaking environmental review, impact analysis, and mitigation recommendation. It will be made clear to each agency that no revision to the project description will be considered until the EIS/EIR is completed and the FAA has published a Record of Decision (ROD), and the County of Marin has certified the EIS/EIR.

If any public agency believes that additional information is needed in the project description to address their issues of concern in the environmental document, they will be asked to submit their request in writing. A meeting of the working group formed under Task 1 will be called to address the issues and questions raised in the response. The consensus of this committee, with consent from the FAA representative, will determine if additional information is needed in the project description before the environmental analysis can be initiated.

##### 3. Public Agency Agreement on the Scope of Environmental Analysis

Prior to the issuance of a Request for Qualifications or Request for Proposals, it is necessary that the FAA as the Federal Lead Agency and the County of Marin as the State Lead Agency, and all other involved public agencies, agree to the scope and depth of environmental analysis and level of data needed to prepare the EIS/EIR. JRA will review, on the behalf of the Airport, the RFP and will make recommendations and suggestions for changes, if necessary, to the FAA based on JRA's familiarity with the airport property, the project, and potential environmental concerns. A revised draft will be prepared and distributed to all involved agencies for their review and comment. Any public agency that would like to see a broader scope of work or more depth in the level of environmental analysis will be requested to submit their recommendations in writing to the FAA with a copy to the MCA.

A meeting of the working group formed under Task 1 will be called to address the issues and questions raised in the response. The consensus of this committee, with consent of the FAA representative, will

determine if additional scope or depth of environmental analysis is needed to comply with the applicable provisions of the National Environmental Protection Act (NEPA), or those of the California Environmental Quality Act (CEQA).

The scope and depth of environmental analysis agreed to by the public agencies will be incorporated into the RFP, and will be the environmental basis for public agency review of the consultant proposals submitted in response to the RFP.

4. Selection of a Consultant to Prepare the Appropriate Environmental Document

JRA on behalf of the MCA will consult with the FAA in a) assembling a short list of potential environmental consultants, b) preparing a draft RFQ and/or RFP, c) preparing a draft set of environmental criteria upon which to evaluate consultant qualifications; d) evaluating consultant responses, and e) in ranking qualified consultants. After the selection of a qualified consultant, JRA will work with the FAA and the consultant to refine the scope of work and cost estimate. Upon FAA and MCA acceptance of the final work scope and budget, the preparation of the EIS/EIR will proceed.

5. Coordination with the FAA and Preparer of the EIS/EIR

JRA will be the MCA's primary contact with the FAA and the preparer of the EIS/EIR. John Roberto will meet from time to time with the FAA and preparers of the EIS/EIR to see if they are maintaining schedule and to answer any questions that may arise. Upon completion and submittal of an administrative draft EIS/EIR; JRA will assist the MCA, FAA, and other public agencies in reviewing the document in terms of its compliance with the agreed to scope of work. JRA will also coordinate the responses of other reviewers. Upon completion of the review of the administrative draft and FAA approval, the review comments will be given to the consultant by the FAA, and the consultant will be told to prepare the draft report for public distribution.

**Phase II**

It is not known at this time whether the MCA will need assistance overseeing and processing the draft EIS/EIR through preparation of responses to comments and certification of the Final EIS/EIR. The Marin County Environmental Coordinator will be responsible for providing notices and scheduling the necessary hearings before the Marin County Planning Commission and Board of Supervisors. The consultant selected to prepare the EIS/EIR is responsible for reviewing comments received on the draft and preparing written responses to comments as part of the final EIS/EIR.

Should the MCA desire additional consultation beyond Task 5 the proposed work scope could be expanded to include the following:

6. Consultation on the Preparation of the Final EIS/EIR

Under this general task JRA would continue to provide consultation to the MCA and the FAA in preparing the Final EIS/EIR. JRA would assist MCA and FAA in reviewing the comments received on the draft EIS/EIR, and evaluating the level of response necessary to complete the Final EIS/EIR. JRA would assist the FAA and MCA in its review of the Administrative Draft of the Final EIS/EIR. JRA would be responsible for submitting MCA comments on the administrative draft to the FAA and the environmental consultant. JRA would assist the MCA in preparing the appropriate staff report recommending certification of the Final EIS/EIR to the appropriate Marin County decision makers.

**Proposal Assumptions**

- a. The office of the Marin County Environmental Coordinator will be responsible for preparing all necessary notices required under CEQA, distribution of the draft and final environmental document, and the

scheduling of public hearings/meetings with the Marin County Planning Commission and Board of Supervisors.

- b. The Airport will assist JRA in providing space for coordination meetings anticipated in this work scope. Airport will assign personnel as necessary to assist in distributing letters, meeting agendas, and documents associated with this coordination effort. Airport will be responsible for the cost of all mailings and courier services required in this coordination effort.
- c. This proposal does not include the preparation of any environmental studies, analysis, or documents. The consultants will not collect environmental information in the field.
- d. It is assumed that all the existing information that constitutes the project description (Preliminary Design Report-Runway Extension Gross Field) is complete and accurate. If the information provided is not detailed enough to determine the potential environmental effects of the project, JRA's proposed work scope may have to be revised.
- e. Airport will provide JRA with a copy of the project description and other documents pertinent to the project.
- f. JRA will not be responsible for: 1) printing copies of any reports or environmental documents and 2) the distribution of said materials.
- g. This proposal assumes that there will be no change in the project description. Should the project be changed or expanded to include other improvements, the work scope and budget proposed herein may have to be changed.

## **Meetings**

The work program and budget includes attendance by John Roberto at all interagency and environmental consultant coordination meetings. The proposal does not include JRA's attendance at any noticed or scheduled public meetings or hearings. Consultant attendance at public hearings or meetings will be charged on a time and materials basis.

## **Schedule**

The schedule associated with the proposed work scope assumes that the Draft EIS/EIR will be completed within eighteen months from the date work is initiated on the project.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

Fees for consulting services will be charged on a time, materials and expense basis. John Roberto's fee for consultation services on this project is one hundred fifty dollars (\$150.00) per hour. Materials, phone, fax, and other direct expenses will be charged at cost with no administrative mark-up. Total estimated fee for the Phase I work program (Tasks 1 through 5) is **one hundred thirty-four thousand five hundred dollars (\$134,500.00)**. However, any request for services beyond that described in this proposal including the total number of person hours estimated to complete Tasks 1 through 5 will require a revision of the work scope and the payment of additional consultant fees.

In addition, the person-hour rate included in this proposal will remain fixed for the 18-month schedule assumed in this proposal. The consultant, after 18-months, has the right to renegotiate the work scope including changes to consultant fees.

The fee estimate for Phase I is based on the following:

Direct Labor:

Task 1.	360.0 person hours @ \$150/hour =	\$54,000.00
Task 2.	60.0 person hours @ \$150/hour =	9,000.00
Task 3.	100.0 person hours @ \$150/hour =	15,000.00
Task 4.	150.0 person hours @ \$150/hour =	22,500.00
Task 5.	200.0 person hours @ \$150/hour =	<u>30,000.00</u>
Subtotal Direct Labor	=	\$130,500.00

Other Direct Costs (Approx 3% of Direct Labor Cost) = 4,000.00  
( photo copying, postage, telephone, fax,  
, courier service).

Total Phase I Estimated Cost = \$134,500.00

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JRA will issue progress billings each month for work completed that month. Payments are due on a net twenty (20) day basis. A service charge of the lesser of 1.25% per month compounded will be assessed on billing not paid when due. If payment of JRA's invoice is not made within 45 days of the billing date, the Consultant reserves the right to cease work on this project until such time as payment is received.



**EXHIBIT "C"**

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

CONTRACTOR: John Roberto Associates

CONTRACT TITLE Gross Field EIS/EIR Services

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 checked="" type="checkbox"/>		
<b>Professional Liability Deductible</b>	<input type="checkbox"/>	\$	

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

Contractor has no employees other than John Roberto.

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

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

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

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

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