

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

**COUNTY OF MARIN  
STANDARD SHORT FORM CONTRACT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_ 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 Gross Field Runway Extension EIS/EIR, Phase 2; 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 \$81,450 including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on June 23, 2009, and shall terminate on January 31, 2010. 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 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) with a two million dollar (\$2,000,000.00) aggregate limit. 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 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 County 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 County 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 County of Marin 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 = \$\_\_\_\_\_

☒ 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 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. 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 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 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 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 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 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: | Eric Steger                |
| Dept./Location:   | Department of Public Works |
|                   | P. O. Box 4186             |
|                   | San Rafael, CA 94913-4186  |
| Telephone No.:    | 415 507-2754               |

Notices shall be given to Contractor at the following address:

|                |                         |
|----------------|-------------------------|
| Contractor:    | John Roberto Associates |
|                | P. O. Box 31330         |
| Address:       | San Francisco, CA 94131 |
| Telephone No.: | 415 586-0224            |

**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 checked="" type="checkbox"/> | <u>Insurance Reduction/Waiver</u> |                              |

**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(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

#### JOHN ROBERTO ASSOCIATES

##### **Preamble - Next Phase of Work**

The next phase of work for the Gross Field Runway Extension project includes the preparation of the Administrative Draft EIS/EIR. The EIS/EIR consultant, Landrum & Brown, selected by the FAA and retained by the County of Marin, is responsible for completing all the environmental work in compliance with NEPA and CEQA. Under the provisions of the MOU between the County and the FAA, the County as project sponsor will be given the opportunity to review and comment on all NEPA related studies and reports, with the FAA retaining authority over the final content of the EIS. The County will provide direction to Landrum & Brown on CEQA compliance and has final authority on the content of the EIR.

The County of Marin will require the services of a consultant with experience in environmental planning and management to oversee the next phase of work by Landrum and Brown, including County review and comment on execution of site specific field studies and reports and other NEPA related documents, and providing guidance to the Cincinnati, Ohio based firm of Landrum & Brown in the preparation of an EIR in compliance with state and county guidelines. The County's consultant will also be the primary liaison with the FAA and Landrum and Brown.

John Roberto Associates (JRA) proposes to continue providing the environmental planning and management services desired by the County. John Roberto will perform work as directed and authorized by Craig Tackaberry, Deputy Director – Marin County Department of Public Works, or his assigned representative. This phase of services includes the following tasks.

##### ***Task 1: Project Management and Coordination***

- Local agency coordination on behalf of the County. Assist in logistics on behalf of the County. Includes facilitating access on to non county property for L&B, obtaining contact information, response to inquiries from the community when observing L&B in the field, and monitoring and responding to phone messages at the County's project information phone line.
- Review and advise County on Landrum and Brown's (L&B) monthly written reports on progress in completing the phase 2 plan of study.
- Participate in biweekly teleconferences with the FAA and L&B on progress in completing the administrative draft EIS/EIR. Identify issues and problems requiring resolution in order to maintain the Landrum & Brown's phase two completion schedule.
- Participate in face to face meetings of the Project Management Team, as needed or required by County.
- Maintain the EIS/EIR Project File (Public) at the County offices. Coordinate with the FAA and L&B to ensure the appropriate and/or required reports and other documents are placed in the public file.
- Monitor information on the secure EIS/EIR project website maintained by L&B.
- Coordinate with L&B in updating the EIS/EIR public website.
- Coordinate with the FAA and L&B to ensure prompt resolution on any issues.
- Attend bi-weekly Marin County Project Team meetings related to progress in completing the EIS/EIR.

##### ***Task 2: Purpose and Need, and Alternatives Analysis***

- Review and provide the County with an analysis regarding final Purpose and Need provided by L&B after or concurrent with initial FAA review.
- Review and provide the County with an analysis of selected range of alternatives to be evaluated in the EIS and provide comment to the FAA on the range of alternatives.
- Review Final Range of Alternatives and submit recommendations to the FAA for consideration.
- Coordinate with L&B on reviewing and editing all documents necessary to comply with CEQA and County Project Description requirements.
- Review and provide comments on the Environmentally Superior Alternative under CEQA, prepared by L&B.

##### ***Task 3: Description of Effected Environment – Existing Conditions***

- Review and comment on draft Description of Effected Environment report for each area of environmental analysis in EIS. Review and comment on baseline assumptions. Coordinate County review of draft document. Submit comments to FAA for consideration.

- Assist L&B and FAA in identifying local public and State agency jurisdiction relative to the NEPA analysis.
- Review and provide the County with an evaluation regarding L&B's list of relevant land use and resource protection policies contained in Marin Countywide Plan, Novato General Plan and San Francisco Bay Conservation Plan, and consult with FAA.
- Review L&B's analysis of NEPA relevant land use and resource protection policies associated with the Marin Countywide Plan, Novato General Plan, and the San Francisco Bay Conservation Plan (BCDC). Local familiarity with public agency policy determination is critical to the NEPA analysis. Provide comments to the FAA for consideration.
- Review Existing Condition descriptions required by CEQA based on final FAA approved of Descriptions of Effected Environments. Also review L&B Existing Condition descriptions mandated by CEQA only (e.g. geology, soils and seismicity) and provide comments to the County.
- Oversee the processing of the request for a jurisdictional determination from the ACOE, and coordinate the various interagency meetings i.e., ACOE, USFW, CDF&G, SFRWQCB.

***Task 4: Determination of Environmental Impact and Consequences***

- Review each of the twenty-one (21) technical environmental reports produced in Task 18 (NEPA) of the L&B Plan of Study. Prepare preliminary list of comments for review with Marin County staff. Compile County comments in the appropriate memoranda and submit to the FAA for consideration.
- Participate in meeting(s) requested by the FAA and L&B to discuss contents of County memoranda.
- Meet with L&B team in field, and/or as requested, to assist in their efforts to collect NEPA data under Task 18 including but not limited to the placement of noise monitoring equipment, collection of water quality samples, air quality information, vegetation and wildlife data collection, and cultural resource survey.
- Attend scheduled meetings with regional agency including but not limited to the BAAQMD and the BCDC.
- Assist the FAA and L&B in the formulation of foreseeable development scenarios that will form the basis for the cumulative NEPA analysis.
- Review and comment on the L&B's NEPA cumulative impact analysis.
- Review and provide the County with an analysis regarding L&B Task 19, CEQA environmental impact analysis and mitigation recommendations. Review and compile impact analysis and mitigation measures comments from Marin County and Airport Staff, and send comments to L&B.

***Task 5: Administrative Draft EIS/EIR***

- Review Preliminary Administrative Draft EIS. L&B proposes to submit this preliminary draft for review prior to delivery of the Administrative Draft EIS at the end of November. Submit suggested edits to EIS to FAA for consideration.
- Review Preliminary Draft EIS/EIR. Submit comments on format and content of EIR to L&B.

***Task 6: Phase Three Plan of Study and Cost***

- Prepare a draft Phase Three Plan of Study with FAA and County
- Submit Draft Phase Three Plan of Study to L&B for Comment
- Finalize Draft Phase Three Plan of Study with FAA and County
- Prepare with Marin County Staff an Independent Cost Estimate for the Phase Three Plan of Study
- Request L&B Cost Estimate for Phase Three Plan of Study
- Negotiate with L&B on Final Cost of Phase Three Plan of Study

***Schedule***

JRA's phase two schedule is linked directly with Landrum & Brown's phase two completion scheduled. All the forgoing tasks will be completed by 12/31/09, provided Landrum & Brown complete tasks as set forth in their phase two schedule.

***Phase Three***

Upon request from the County, JRA has the option to prepare a phase three scope of services and cost estimate at the time Landrum & Brown finalizes their Phase Three Plan of Study and Fee.

## 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 phase two as described herein is one hundred fifty dollars (\$150.00) per hour. Materials will be charged at cost with no administrative mark-up.

| Task #   | Hours                              | Total Cost    |
|----------|------------------------------------|---------------|
| 1        | 15 hr/month x 7 months = 105 hours | 15,750        |
| 2 (NEPA) | 6                                  | 900           |
| 2 (CEQA) | 15                                 | 2,250         |
| 3 (NEPA) | 89                                 | 13,350        |
| 3 (CEQA) | 18                                 | 2,700         |
| 4 (NEPA) | 185 (includes 21 report reviews)   | 27,750        |
| 4 (CEQA) | 59                                 | 8,850         |
| 5 (NEPA) | 24                                 | 3,600         |
| 5 (CEQA) | 10                                 | 1,500         |
| 6        | 32                                 | 4,800         |
|          | <b>Project Total</b>               | <b>81,450</b> |
|          | NEPA Total                         | 66,150        |
|          | CEQA Total                         | 15,300        |

Total fee estimate for phase two (Tasks 1 through 6) is eighty-one thousand four hundred fifty dollars (\$81,450). The total number of hours anticipated to complete each task is an estimate. JRA will not exceed the total hours estimated for the entire job unless the Exhibit A Scope of Services, and the Exhibit B time estimate and cost is revised to reflect the additional time and cost to complete the assigned tasks. Any request for services beyond that described in this phase two scope of services will require a revision to the tasks described herein and the payment of additional consultant fees.

In addition the person hour rate described in this scope of services will remain fixed until January 31, 2010. The consultant after January 31, 2010 has the right to renegotiate the consultant fee.

JRA will issue progress billings each month for work completed that month. Payments are due on a net thirty (30) day basis.

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER**

CONTRACTOR: *John Roberto Associates*

CONTRACT TITLE: Project management and coordination services for the Gness Field Runway Extension EIS/EIR, Phase 2

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<br/>Where<br/>Applicable</i> | <i>Requested<br/>Limit Amount</i> | <i>CAO<br/>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 checked="" type="checkbox"/>   | \$                                |                         |

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

Sole Proprietor/No employees

Professional Liability Insurance not needed for this type of service.

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

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

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

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

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