

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 JOHN ROBERTO ASSOCIATES, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: environmental planning and management services to oversee Phase 3 of the preparation of the EIS/EIR for Gross Field Airport; 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 \$94,200 including direct non-salary expenses. The project costs will be funded by using available Federal Aviation Administration Grant funds.

The COUNTY's performance and obligation to pay under this contract is contingent upon the continued appropriation of funds from FAA Grant. Should the funds not be appropriated COUNTY may terminate this agreement with respect to those services not already provided and cancel the Project. COUNTY will give CONTRACTOR thirty (30) days' written notice of such termination. All obligations of COUNTY to make payments for services not already provided after the termination notice will cease. Failure to secure funds by COUNTY shall not be deemed a breach of this Agreement.

5. TIME OF AGREEMENT:

This Agreement shall commence on the date this agreement is made and entered into, and shall terminate on March 31, 2012. 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:


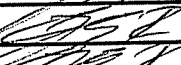
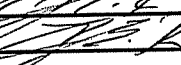
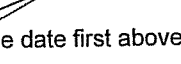
This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

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

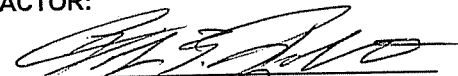
	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	<u>Scope of Services</u>	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	<u>Fees and Payment</u>	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	<u>Insurance Reduction/Waiver</u>	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/>	<u>FAA Special Provisions</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: JOHN F. ROBERTO
Telephone No.: 415-586-0224

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

REASON(S) REVIEW:

☒ Standard Short Form Content Has Been Modified

☐ Optional Review by County Counsel at Department's Request

County Counsel: 

Date: 4-28-2010

EXHIBIT "A"

SCOPE OF SERVICES (required)

Contractor shall perform the following tasks:

Task 1: Project Management and Coordination

- 1.1 Local agency coordination on behalf of the County. Assist in logistics on behalf of the County. Includes preparation of distribution lists for the Draft and Final EIS/EIR for the Gness Field runway extension, obtaining contact information, response to inquiries from the community on the availability of the Draft and Final EIS/EIR, coordinating with Landrum & Brown, Inc. (L&B) on the preparation of documents for the public hearings on the Draft and Final EIS/EIR, and monitoring and responding to phone messages at the County's project information phone line.
- 1.2 Review and advise County on L&B monthly written reports on progress in completing the Phase 3 scope of services.
- 1.3 Participate in biweekly teleconferences with the FAA and L&B on progress in completing Draft and Final EIS/EIR, including FAA Chain of Command reviews, and response to comments. Identify issues and problems requiring resolution in order to maintain the L&B Phase 3 completion schedule. Approximately 26 teleconferences are planned.
- 1.4 Participate in face to face meetings of the Project Management Team, no more than 5 face to face meetings are scheduled.
- 1.5 Participate in interagency meetings and on site inspections.
- 1.6 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.
- 1.7 Monitor information on the secure EIS/EIR project website maintained by L&B.
- 1.8 Coordinate with L&B in updating the EIS/EIR public website.
- 1.9 Coordinate with the FAA and L&B to ensure prompt resolution on any issues.
- 1.10 Attend bi-weekly Marin County Project Team meetings related to progress in completing the EIS/EIR.

Task 2: Final Review and Comment on Administrative Draft EIS/EIR

- 2.1 Review and provide the County with an analysis regarding the Administrative Draft EIS/EIR (ADEIS/EIR) comments by the FAA.
- 2.2 Provide review and comment of FAA Chain of Command comments on the Administrative Draft EIS/EIR (ADEIS/EIR).
- 2.3 Coordinate with FAA and L&B on the implementation of edits necessary to comply with CEQA and County Draft EIR requirements. (CEQA)

Task 3: Printing and Distribution of Draft EIS/EIR, and Public Hearing on Draft EIS/EIR

- 3.1 Review print check copy of the Draft EIS/EIR, and coordinate with FAA and L&B on any necessary edits before printing and distribution of the document(s).
- 3.2 Assist L&B and FAA in identifying local public and State agency jurisdiction relative to the NEPA analysis.
- 3.3 Coordinate with L&B on the delivery of one original hard copy of the EIR. (CEQA)
- 3.4 Prepare Notice of Completion (NOC) and advise Marin County Department of Public Works or Marin Community Development Agency-Planning Division on the posting, distribution, and delivery of the NOC and DEIS/DEIR. (CEQA)
- 3.5 Supervise production and quality control of hard copy printing of the Draft EIR (CEQA).

- 3.6 Coordinate with Marin County CDA staff in securing a meeting room for the public hearing on the Draft EIS/EIR, and prepare a brief staff report for the County Draft EIS/EIR. (CEQA)
- 3.7 Review and comment on L&B presentation materials, including power point presentation, for the public hearing on the Draft EIS/EIR.
- 3.8 Attend Public Hearing on the Draft EIS/EIR and make staff presentation on the document and process, respond to procedural questions from elected and appointed officials.

Task 4: *Coordinate and Review Preparation of Responses to Comments on Draft EIS/EIR*

- 4.1 Coordinate with the FAA and L&B in the collection of all written and oral comments received on the draft EIS/EIR during the public review period.
- 4.2 L&B is responsible for assembling and categorizing all written and oral comments received on the Draft EIS/EIR. Consultant will review all canvassing reports and memorandum prepared by L&B regarding appropriate written responses to all comments received on the Draft EIS/EIR.
- 4.3 Participate in meeting(s) requested by the FAA and L&B to discuss appropriate response to all comments received on the Draft EIS/EIR.
- 4.4 Review and advise County on any requests by L&B for modifications to the Phase 3 Scope of Services and cost estimate based on comments received on the Draft EIS/EIR.
- 4.5 Assist and advise the FAA and L&B in the formulation of written responses to comments received on the Draft EIS/EIR.
- 4.6 Review and organize Marin County comments on L&B's administrative draft responses to comments.
- 4.7 Coordinate with FAA and L&B on the implementation of edits necessary to comply with CEQA and County of Marin requirements in preparing responses to comments on the Draft EIR (CEQA).

Task 5: *Administrative Draft Final EIS/EIR*

- 5.1 Review and provide the County with an analysis regarding the Administrative Final EIS/EIR (AFEIS/EIR) provided by L&B concurrent with initial FAA review.
- 5.2 Organize County comments on the AFEIS/EIR and submit comments memorandum to the FAA and L&B of the adequacy of the administrative Final EIS/EIR.
- 5.3 Review and provide the County with an analysis regarding the FAA Chain of Command AFEIS/EIR.
- 5.4 Coordinate with FAA and L&B on the implementation of edits necessary to comply with CEQA.

Task 6: *Printing and Distribution of Final EIS/EIR, and Public Hearing on Final EIS/EIR*

- 6.1 Review print check copy of the Final EIS/EIR, and coordinate with FAA and L&B on any necessary edits before printing and distribution of the document(s).
- 6.2 Coordinate with L&B on the distribution and mailing of the Notice of Availability of the Final EIS/EIR.
- 6.3 Supervise production and quality control of hard copy printing of the Final EIR (CEQA).
- 6.4 Advise Marin County Department of Public Works or Marin Community Development Agency-Planning Division on the distribution and delivery of the Notice of Availability and FEIS/FEIR. (CEQA)
- 6.5 Coordinate with L&B in the preparation of written responses to comments received during the fifteen (15) day comment period on the Final EIR (CEQA).
- 6.6 Review draft and final written responses to comments addendum prepared by L&B. (CEQA)
- 6.7 Coordinate with Marin County Board of Supervisors staff in securing a meeting date for the public hearing on the Final EIR, and prepare necessary staff reports and resolutions required for certification of the Final EIR. (CEQA)
- 6.8 Review and comment on L&B presentation materials, including power point presentation, for the public hearing on the Final EIR. (CEQA)
- 6..9 Attend Public Hearing on the Final EIR, make staff presentation on the certification of the Final EIR, and respond questions from the Board of Supervisors. (CEQA)

- 6.10 Preparation and post the Notice of Determination after a decision has been made on the runway extension project. (CEQA)

Schedule

John Roberto Associates (JRA), Phase 3 schedule is linked directly with Landrum & Brown's Phase 3 completion scheduled. All the forgoing tasks will be completed by January 31, 2012.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

Fees for consulting services will be charged on a time, materials, and expense basis. JRA 's fee for consultation services on Phase 3 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	COMMENTS
Task 1: Project Management and Coordination (NEPA)			
1.1	16	\$2,400	8 Hrs. DEIS/EIR, 8 Hrs FEIS/EIR
1.2	7	\$1,050	Assume review of 14 invoices
1.3	65	\$9,750	2.5 Hrs/Telecom x 26 Telecoms
1.4	15	\$2,250	3 Hrs/Meeting x 5 Meetings
1.5	12	\$1,800	
1.6	16	\$2,400	
1.7	8	\$1,200	
1.8	8	\$1,200	
1.9	24	\$3,600	
1.10	39	\$5,850	1.5 Hrs/Meeting x 26 meetings
SUBTOTAL	210	\$31,500	
Task 2: Final Review and Comment on Administrative Draft EIS/EIR			
2.1 (NEPA)	10	\$1,500	
2.2 (NEPA)	20	\$3,000	Includes Comments Memo
2.3 (CEQA)	16	\$2,400	
SUBTOTAL	46	\$6,900	30 (NEPA) - \$4,500 16 (CEQA) - \$2,400
Task 3: Printing and Distribution of Draft EIS/EIR, and Public Hearing on Draft EIS/EIR			
3.1 (NEPA)	16	\$2,400	
3.2 (NEPA)	4	\$ 600	
3.3 (CEQA)	2	\$ 300	
3.4 (CEQA)	6	\$ 900	
3.5 (CEQA)	2.5	\$ 375	
3.6 (CEQA)	10	\$1,500	
3.7 (NEPA)	6	\$ 900	
3.8 (NEPA)	5	\$ 750	
SUBTOTAL	51.5	\$7,725	31 (NEPA) - \$4,650 20.5 (CEQA) - \$3,075
Task 4: Coordinate and Review Preparation of Responses to Comments on Draft EIS/EIR			
4.1 (NEPA)	8	\$1,200	
4.2 (NEPA)	16	\$2,400	
4.3 (NEPA)	16	\$2,400	
4.4 (NEPA)	4	\$ 600	
4.5 (NEPA)	30	\$4,500	Includes review of all written and

			oral comments on DEIS/EIR
4.6 (NEPA)	40	\$6,000	Review a Admin Response to Comments, coordination, memo response
4.7 (CEQA)	30	\$4,500	Response to Comments, edits to DEIR
SUBTOTAL	144	\$21,600	114 (NEPA) - \$17,100 30 (CEQA) - \$ 4,500
Task 5-Administrative Draft Final EIS/EIR			
5.1 (NEPA)	16	\$2,400	Review all 4 Volumes
5.2 (NEPA)	24	\$3,600	Includes written memo
5.3 (NEPA)	16	\$2,400	
5.4 (CEQA)	16	\$2,400	
SUBTOTAL	52	\$7,800	36 (NEPA) - \$5,400 16 (CEQA) - \$2,400
Task 6 – Printing and Distribution of Final EIS/EIR, and Public Hearing on FEIS/EIR			
6.1 (NEPA)	8	\$1,200	
6.2 (NEPA)	4.5	\$ 675	
6.3 (CEQA)	2.5	\$ 375	
6.4 (CEQA)	28	\$4,200	
6.5 (CEQA)	16	\$2,400	
6.6 (CEQA)	48	\$7,200	
6.7 (CEQA)	6	\$ 900	
6.8 (CEQA)	8	\$1,200	
6.9 (CEQA)	3.5	\$ 525	
SUBTOTAL	124.5	\$18,675	18 (NEPA) - \$1,875 112 (CEQA) - \$16,800
TOTAL	628	\$94,200	446.5 (NEPA) - \$65,025 192.5 (CEQA) - \$29,175

Total fee estimate for Phase 3 (Tasks 1 through 6) is ninety four thousand two hundred dollars (\$94,200). 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 3 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 March 31, 2012. The consultant after March 31, 2012 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 (if applicable)

CONTRACTOR: *John Roberto Associates*CONTRACT TITLE: Environmental planning and management services to oversee Phase 3 of the preparation of the EIS/EIR for
Gross Field Airport

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:

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

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

Workers' Compensation insurance waived – sole proprietor.

Professional Liability Insurance not required for this type of service.

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

EXHIBIT "D"

FAA SPECIAL PROVISIONS

TRAFFICKING IN PERSONS:

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' may not---
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

B. Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe a 2 CFR 175.25(b).
 - B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions or Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor.

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