Contract Log #	
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COUNTY OF MARIN STANDARD SHORT FORM CONTRACT

THIS AGREEMENT is made and entered into thisday of,	200	_by and	between	the	COUNTY	OF
MARIN, hereinafter referred to as "County" and LANDRUM & BROWN, INC., hereinafter referred to	as "Coi	ntractor."				
RECITALS:						

WHEREAS, County desires to retain a person or firm to provide the following services: Phase I of a Four Phase Plan of Study for the completion of an Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Gnoss Field Airport proposed extension of Runway 13/31; 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"** (hereinafter "the PROJECT") 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 \$540,117.00 including direct non-salary expenses. The PROJECT costs will be funded by using available Federal Aviation Administration Grant funds. Under no circumstances shall COUNTY be called upon to contribute funds other than funds appropriated from the FEDERAL AVIATION ADMINISTRATION (hereinafter FAA).

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 January 31, 2009. 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". 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.

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. 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 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:	Jeff Rawles	
	Dept./Location:	Department of Public Works	
		P. O. Box 4186	
		San Rafael, CA 94913-4186	
	Telephone No.:	415 499-654	
Notices shall be give	n to Contractor at the follo	owing address:	
	Contractor:	Landrum & Brown Inc	
	Contractor:	Landrum & Brown, Inc. Attn: Rob Adams, Managing Director	

	24.14.4.11 4.2.4.11, 1.16.
	Attn: Rob Adams, Managing Director
Address:	11279 Cornell Park Drive
	Cincinnati, OH 45242
Fax No.	513 530-1278
Telephone No.:	513 530-1201

County Counsel:

☐ Optional Review by County Counsel at Department's Request

Date:				

SCOPE OF SERVICES

The following scope of services will be provided by Contractor:

PROJECT START-UP THROUGH SCOPING

TASK 1: PROJECT MOBILIZATION

Objective: To define and establish controls for the quality and schedule adherence of the overall joint Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) project.

Description: See the following subtasks.

Subtask 1.1: Project Kick-Off Meeting/Mobilization

Description: The Consultant will attend a project kick-off meeting in San Francisco, California with the FAA and County for a briefing on the proposed project, a discussion of the potential metrologies of the contract, and to establish an agenda for future strategy meetings. Minutes of the kick-off meeting will be taken and provided to all team members.

Cost Assumptions:

• **L&B:** Project Manager, Deputy Project Manager and Project Coordinator to attend meeting in San Francisco, California

• Civil Engineering Solutions: No involvement

• Foothill Associates: No involvement

• Kleinfelder: No involvement

• Tremaine & Associates: No involvement

Urban Alternatives: Attend meeting

Deliverables: Meeting notes will be transmitted electronically to FAA, County and Consultant Team members. Copies will be placed in the Project File and on the secure project website.

Subtask 1.2: Development of Plan of Study, Cost Estimate, Schedule, and Project Outreach Plan

Description: The FAA, County of Marin, and the Consultant Team will collectively design the EIS/EIR scope and document approach. There will be up to two (2) initial strategy meetings held in San Francisco, California. The purposes of these meetings are to confirm scope tasks, document format, identify key public issues and coordinate public and agency coordination protocol(s) for the ultimate development of the Plan of Study for the EIS/EIR, as well as to facilitate the sharing of collective experiences in planning situations and enable the teams to understand the philosophical approaches of the other parties. Upon completion and acceptance of a final Plan of Study, the FAA project manager will direct the Consultant to prepare a cost estimate and schedule for the required Plan of Study's scope.

- **L&B**: Project Manager, Deputy Project Manager and Office in Charge will conduct two in-person meetings with the FAA and County. L&B will provide electronically a copy of the Plan of Study as developed from each meeting in draft form for review and comment. The final Plan of Study will be provide electronically.
- Civil Engineering Solutions: Assist L&B in development of the Plan of Study, Cost Estimate and Schedule for the applicable tasks.

- **Foothill Associates:** Assist L&B in development of the Plan of Study, Cost Estimate and Schedule for the applicable tasks.
- Kleinfelder: Assist L&B in development of the Plan of Study, Cost Estimate and Schedule for the
 applicable tasks.
- **Tremaine & Associates:** Assist L&B in development of the Plan of Study, Cost Estimate and Schedule for the applicable tasks.
- *Urban Alternatives:* Assist L&B in development of the Plan of Study, Cost Estimate, Schedule, and Project Outreach Plan for the applicable tasks.

Deliverables:

- Notes from the strategy meetings will be transmitted electronically to FAA, County and Consultant Team members. Copies of meeting notes will be placed in the Project File and on the secure project website.
- Completed Plan of Study for Phase I through Phase IV.
- Completed Project Outreach Plan.
- · Completed Schedule for Phase I through Phase IV.
- Completed cost estimate for each Phase and total cost for project.
- The Plan of Study, Project Outreach Plan and Schedule will be transmitted electronically to FAA, County and Consultant Team members. Copies will be placed in the Project File and on the secure project website.
- The Cost Estimate will be transmitted electronically to the FAA and County.

Subtask 1.3: Develop Project Communications Protocol

Objective: To outline and establish the appropriate communication protocol(s) among project team members during the EIS/EIR process.

Description: L&B, working with the FAA and the County, will develop a Project Communications Protocol to be followed during the EIS/EIR process. The Protocol will outline the lines of communication within and between the Project Managers and Consultant Team members; how to address project inquiries by the press, agencies, and the public; and what materials (data, research, draft documentation, etc.) should take be acceptable for transmission among team members. Team member contact information will be included.

Cost Assumptions:

- **L&B**: The Project Manager and Deputy Project Manager will work with the FAA and County to develop the protocol.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
- Urban Alternatives: Assist L&B in the development of the Project Communications Protocol.

Deliverables:

• The Project Communications Protocol will be transmitted electronically to FAA, County and Consultant Team members. Copy will be placed in the Project File and on the secure project website.

Subtask 1.4: Data Collection, Study Area Definition, and Base Mapping

Objective: To initiate review of previously collected data and to collect all non-aviation data needed to prepare the EIS/EIR, including existing land use and planning data with emphasis being paid to alterations that have occurred since completion of the Master Plan. This will also include new planning documentation that has been developed, along with information about cultural, physical, and natural systems in the County of Marin.

Description: An Initial Study Area will be established by the Consultant Team in consultation with the FAA and County. It will serve as the basis for presenting information during the pre-scoping and scoping workshops/meetings. The Initial Study Area would be refined once all Pre-Scoping and Scoping activities are complete, and prior to development of the description of the Affected Environment included in the EIS/EIR.

Maps, aerial photos and GIS data will be obtained from the County of Marin Community Development Agency and other sources to include the exhibits published in the *Master Plan*. These base maps would be used for presentation during the pre-scoping and scoping workshops. They would be refined and updated during development of the Affected Environment description during Phase II of the EIS/EIR. These updated maps (during Phase II) will show existing political jurisdictions, noise-sensitive land uses, compatible land uses, major and minor streets and roadways, and major physical, geographic, and natural features, along with selected place names, road names, and names of geographic features. The Team will be responsible for the base maps and display board preparation. Mapping will be developed using a Geographic Information System (GIS).

Cost Assumptions:

- L&B: Develop Study Area maps through consultation with the FAA and the County of Marin.
- Civil Engineering Solutions: Assist in identification of Study Area
- Foothill Associates: Assist in identification of Study Area
- Kleinfelder: Assist in identification of Study Area
- Tremaine & Associates: Assist in identification of Study Area
- *Urban Alternatives:* No involvement

Deliverables: Study Area maps for use in EIS/EIR reports and public presentations. Study Area maps will be placed on secure and public website and a copy will be placed in the Administrative File and Project File.

TASK 2: PROJECT MANAGEMENT

Subtask 2.1: General Project Management

Objective: To implement the Project Management protocols for Phase I of the EIS/EIR process and Plan of Study.

Description: L&B will manage the EIS/EIR through close oversight of the Consultant Team. Frequent communications with the FAA and County will take place and the Consultant Team will be instructed on how to incorporate/respond to information provided by and requests made from the FAA and County.

The Consultant Team consists of the following firms:

- Landrum & Brown Incorporated (L&B)
- Civil Engineering Solutions
- Foothill Associates
- Kleinfelder
- Tremaine & Associates
- Urban Alternatives

Responsibilities for project management will be as follows:

<u>Project Officer</u> – Mark Perryman will serve as the Project Officer for this assignment. Mr. Perryman will commit the Consultant Team's resources to fulfill this Plan of Study. He will also provide strategic project guidance and oversee project quality, schedule, costs and administration.

<u>Project Manager</u> – Rob Adams will serve as the Project Manager for this assignment. Mr. Adams will be responsible for the day-to-day management of the overall project. Responsibilities include coordination of the Team members, assuring technical sufficiency of all Tasks and Subtasks as they are completed, project schedule adherence, cost control and implementing the project per direction of the FAA Project Manager.

<u>Deputy Project Manager</u> – Sara Hassert will serve as the Deputy Project Manager for this assignment. Ms. Hassert will support Mr. Adams in the day-to-day management of the project tasks and provide oversight and technical guidance on the environmental studies and analyses along with preparation of the environmental document and supporting information. Sara will be responsible for the management of the project schedule, development of the monthly project reports and meeting minutes; and act as the point of contact for all meetings and telecom appointments. In the absence of Mr. Adams, Sara will act as Project Manager.

<u>Project Administrator</u> – Barb Castro will serve as the Project Administrator for this assignment. Barb will be responsible for set-up, management and maintenance of the project administrative files; provides assistance with contracting and invoicing; and will establish documentation protocols and formats. She will also be responsible for the Project File, Administrative File, and the Administrative Record for the EIS/EIR.

Deliverables: L&B will submit electronically monthly written reports to the FAA, the County and Consultant Team members on the progress of the EIS/EIR project work. The monthly reports shall describe the status of each aspect of the work, any problems encountered, the amount of work accomplished and a comparison of actual accomplishments to the goals established for the period. In the event that established goals have not been met, the monthly report shall describe the reasons for slippage. The monthly report shall also describe recommendations for modifications to the Plan of Study and/or Project Outreach Plan, changes in the methodology or schedules for completion, decisions made during the month or conclusions which may alter the course of these studies, and dates of upcoming meetings. To assist L&B with the development of the monthly report, all subconsultant team members will submit progress reports to L&B on a monthly basis. Copies of the monthly report will be placed in the Administrative File, the Project File and on the secure project website.

Subtask 2.2: Project Management Team Meetings

Objective: To plan and manage the overall direction and major aspects of the EIS/EIR process.

Description: The Project Management Team (PMT) will be comprised of the FAA Project Manager (Barry Franklin), the County (John Roberto and Ken Robbins), and L&B's Project Manager, Deputy Project Manager and Project Coordinator during Phase I of the EIS/EIR. Membership in the PMT may change as the EIS/EIR progresses through subsequent phases. The PMT will conduct telecoms at specific points during Phase I to discuss issues pertinent to the overall management of the planning and EIS/EIR tasks at hand and to formulate strategies to address issues of agency and Tribal consultation, public coordination and Cooperating agency status.

Cost Assumptions:

- **L&B**: L&B Project Manager, Deputy Project Manager and Project Coordinator will attend all telecom meetings. Additional L&B project staff may join telecoms, as necessary.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
 Urban Alternatives: No involvement

Deliverables: Notes from each telecom meeting, focusing on action items, will be developed and transmitted electronically to the FAA, County and Consultant Team members. Copies of meeting notes will be placed in the Administrative File, the Project File and on the secure project website. Up to four (4) Project Management Team meetings will be scheduled as needed throughout Phase I of the EIS/EIR. Two meetings will be held via telecom and two meetings will be face-to-face meetings held in San Francisco, CA.

Subtask 2.3: Consultant Team Meetings

Objective: To keep all Consultant Team members abreast of the progress and findings of the overall study and to efficiently communicate with the entire team.

Description: Consultant Team meetings will be held to discuss and if needed, resolve technical issues, progress schedules, milestones, or "housekeeping" items. Directions received from the Project Management Team meetings will also be discussed. Up to four (4) team meetings will be held throughout Phase I of the EIS/EIR. These meetings will be held via telecom and will be held "on-demand," scheduled to coincide with project milestones or other key strategic study/process events.

Cost Assumptions:

- L&B: Project Manager and/or Deputy Project Manager will lead Consultant Team Meetings.
- Civil Engineering Solutions: Will participate as necessary throughout the EIS/EIR process
- Foothill Associates: Will participate as necessary throughout the EIS/EIR process
- Kleinfelder: Will participate as necessary throughout the EIS/EIR process
- Tremaine & Associates: Will participate as necessary throughout the EIS/EIR process
- Urban Alternatives: Will participate as necessary throughout the EIS/EIR process

Deliverables: Meeting notes (focus on action items), will be transmitted electronically to the Consultant Team and will be added only to the Project File. Minutes of these meetings will not be placed on the secure project website.

Subtask 2.4: Management of an Internal Use Secure EIS/EIR Project Website

Objective: To develop and maintain an internal use, secure EIS/EIR project website for access and use by the FAA, the County, other agencies (cooperating agencies) as warranted and the Consultant Team during the study.

Description: A secure project website will be established for access and use by the project team for communicating with each other and for posting data, documents, and studies for use in preparing the EIS/EIR. Appropriate access and security procedures will be applied to the website to ensure that it is fully secure. This site will also be tied to the electronic document management system used to maintain the Administrative File and Project File described under Task 3. This private, password protected, intranet Web based work space will be dedicated to provide the Project Team with the latest project information. At a minimum, the secure website will require the following features: team member contact information, relevant news articles, reports and documents, calendar of meetings/events, and 24/7 accessibility from work or home. Other features could include Document Collaboration/Editing, a Photo Library and GIS project map views.

Cost Assumptions:

- **L&B**: Oversight of the website material
- Civil Engineering Solutions: No involvement, use of website only
- Foothill Associates: No involvement, use of website only
- Kleinfelder: No involvement, use of website only
- Tremaine & Associates: No involvement, use of website only
- Urban Alternatives: Establish and maintain secure project web site.

Deliverable: A secure project website for access and use by all project team members during the EIS/EIR process.

TASK 3: MANAGEMENT OF THE ADMINISTRATIVE FILE AND PROJECT FILE

Objective: To assemble, manage, and maintain the Administrative File (A/F) and the Project File (P/F) for the EIS/EIR.

Description: This task provides for the assembly, management, and maintenance of the Administrative File, an Index to the Administrative File and the Project File for the EIS/EIR.

The **Administrative File (A/F)** is a collection of data and materials maintained during the life of the project for the purpose of documenting the project processes, methodologies, analysis, and decisions that contribute to the FAA

and County of Marin decision-making process. The Administrative File is comprised of **possible decisional material** and contains items such as reports, letters, memos, e-mails, books or chapters from books, internet pages of information, documented phone conversations, minutes of meetings, FAA Orders and Regulations, maps, engineering drawings/exhibits, etc.

The **Index to the Administrative File** is a database document of the material contained in the Consultant's Administrative File and is produced in Microsoft Access. A file plan (Index) is also created by the Consultant to organize the documents in the Administrative File by Topic and Sub-Topic (see Subtask 3.1). This is done to make the search for documents/data easier for the team of consultants during the course of the project. This application could be made accessible through the project's Intranet Web work space.

The **Project File (P/F)** is comprised of all *decisional* and *non-decisional material*. This file includes all items such as documents, studies, materials and contracts associated with administrative and technical life of the project.

In the event that legal action is filed against the FAA's Record of Decision, L&B may provide assistance to the FAA and the U.S. Department of Justice, as directed (reference Task 33). The information contained in the Administrative File (A/F) may be included in the Administrative Record should such become necessary. This assistance is not included in this task, but is included in Contingent Tasks, Task 35, Post-Decision Litigation Support.

Subtask 3.1: Database to Organize the Administrative File

Description: Landrum & Brown will establish and maintain a *Gnoss Field Airport EIS/EIR Records Management System* (RMS), which will include an Electronic Document Repository housing images of A/F and P/F documents, data-entry profiles, and other related information. The electronic document repository and database (aka Index to the Administrative File) will be housed on a records management server at L&B. An electronic document repository will be matched to the project electronic document repository for remote upload purposes. The database fields will include, but are not limited to:

- Document Number
- Document Title/Description
- Document Publication Date
- Document Author
- Document Recipient
- Document Number of Pages
- Document Category
- Document Sub-category

At the discretion of the FAA, additional information may be included in the database.

Subtask 3.2: Category and Sub-category List

Description: A Category and Sub-Category List to categorize documents by subject matter for entry into the A/F database will be developed and maintained by L&B. The initial Category/Sub-Category List will be expanded as determined by the subject of the documents included in the A/F.

Subtask 3.3: Maintenance of the Administrative File, the Index to the Administrative File and the Project File

Description: Pre-existing project-related documents will be converted to an image format, using high-speed scanners. Documents to be scanned will be identified by L&B Project Management. Document imaging will be provided of project-related A/F documents, as determined by L&B (based on size of document), over the life of the project.

All documents for possible inclusion in the A/F and/or P/F will be sent by all project team members to:

LANDRUM & BROWN

ATTN: Gnoss Field Airport EIS/EIR Project Administrator

11279 Cornell Park Drive Cincinnati, OH 45242 Phone: 513-530-5333

Hard-copy documents authorized to become a part of the A/F will be indexed, verified, prepped, imaged, and filed. Upon completion of the imaging process; all meta-data and images will be uploaded to the project Intranet Web work space for access.

The L&B Project Administrator will periodically review the documents entered into the A/F and P/F to ensure that: (a) documents are filed in numeric sequence; (b) database entry is consistent with style and format established; (c) documents are placed in the proper folders in the P/F; and (d) all additions or revisions to the Categories/Sub-Categories are consistent with the direction given.

Subtask 3.4: Administrative File Project Coordination

Description: Coordination meetings will be conducted with L&B staff responsible for the maintenance and integrity of the Administrative File. The purpose of these meetings will be to reinforce the purpose of file organization and maintenance, responsibility of project staff relating to project documents, and to answer questions or address database cataloging or filing issues.

Team records management coordination efforts will also be conducted via frequently e-mailed Records Management Updates to the Project Team or made accessible through the project's Intranet Web work space. The updates will provide specific instructions, advisories, and changes or enhancements to the established records management procedures.

Subtask 3.5: Administrative File Access by the Project Team Members

Description: The Administrative File may be accessed by the FAA, the County or Consultant Team members through the secure project website.

Cost Assumptions:

- L&B: L&B maintains possession of Administrative File and the Project File until issuance of Record of Decision. At that time, the file contents would be turned over to the FAA. Copies would be retained by L&B. The Project Administrator and an Administrative Assistant will be responsible for establishing, organizing, and maintaining the A/F and P/F.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
 Urban Alternatives: No involvement

Deliverable: Continual maintenance of the A/F, Index to the A/F and the P/F.

Subtask 3.6: Administrative (Public) File Maintenance (Marin County Purposes)

Description: The County will be responsible for maintaining a paper copy of an Administrative File which will be known as the Public File. Coordination will be made between the FAA and the County on items that can be released to the County for their Public File.

The Public File will only contain the final approved documents and official correspondence between the FAA, County of Marin, other public agencies, and the public. The file will not contain working documents or reports and memoranda submitted to L&B by their sub-consultants or comments received on working documents from the FAA. As noted above, the Public File maintained by the County is a public record that can be reviewed at any time by the public. Documents anticipated for inclusion in the County's Public File include:

- The RFQ
- SOQs
- Consultant Contracts
- Plan of Study
- All public notices and official correspondence between public agencies
- Correspondence received from the public
- The Scoping Report
- Draft EIS/EIR
- Minutes of Public Hearings and Meetings.
- Comments received on the Draft EIS/EIR
- Final EIS/EIR
- Any written comments received on the Final EIS/EIR
- The County's Notice of Determination
- The FAA's Record of Decision

Cost Assumptions:

• **L&B**: Will provide County with copies of information for inclusion in Public File.

• Civil Engineering Solutions: No involvement

Foothill Associates: No involvement

• Kleinfelder: No involvement

Tremaine & Associates: No involvement
 Urban Alternatives: No involvement

Deliverable: Continual coordination with County regarding contents of Public File.

TASK 4: PROJECT COMMUNICATIONS

Subtask 4.1: Distribution (Mailing) List

Description: The FAA and the County will provide L&B with a preliminary mailing distribution list. The initial list will be reviewed and evaluated by the Consultant Team to determine if and in what ways it might need to be amplified to ensure completeness and effective coverage. This distribution list is a living document and will be maintained by the consultant and updated as necessary. The distribution list serves as a benchmark for the purpose of mailing project notices, coordination letters, special announcements and the EIS/EIR documents for review. This list will identify agencies, organizations, and individuals to whom the scoping document should be sent and who should be invited to submit scoping comments, attend the public meeting, and/or provide comments on the Draft EIS/EIR document. The Distribution List will be maintained on the secure project website placed in the Draft and Final EIS/EIR's and a final copy will be placed in the Administrative File and Project File.

- **L&B**: Maintain a distribution list for the purpose of mailing project notices, coordination letters, and the EIS/EIR documents for review
- Civil Engineering Solutions: Assist with development of distribution list
- Foothill Associates: Assist with development of distribution list
- Kleinfelder: Assist with development of distribution list
- Tremaine & Associates: Assist with development of distribution list
- Urban Alternatives: Assist with development of distribution list

Deliverable: The Distribution (Mailing) List will be maintained by L&B. It will be made available on the project secure website, placed in the draft and final EIS/EIR documents and a final copy will be placed in the Administrative File and Project File.

Subtask 4.2: Development of an Ongoing Public Involvement Program Summary for Phase I of the EIS/EIR

Objective: To develop and document the project outreach and communication efforts implemented throughout the NEPA/CEQA process for the entire EIS/EIR.

Description: This ongoing summary is a living document and would serve as a comprehensive record of all agency and public involvement efforts carried out throughout preparation of the EIS/EIR. The summary would consist of multiple parts, each reflecting a specific public outreach milestone or event. For Phase I of the EIS/EIR, the following two (2) initial parts of the Plan would be prepared:

- Part 1: Public Communications describe the tasks for communicating project information to the public following FAA regulations and County of Marin adopted environmental procedures (i.e., public notices, scoping meeting, Draft EIS/EIR review and comment period, public hearing on Draft EIS/EIR, comment period on Final EIS/EIR, and County's public meeting certifying the Final EIS/EIR). This section would be updated as communication events and materials are developed throughout all phases of the EIS/EIR.
- Part 2: Public and Agency Scoping Plan describe the tasks, meeting format, Project Team member roles, and materials developed for Pre-scoping and Scoping.

Cost Assumptions:

- L&B: Assist with preparation and updating of the Public Involvement Program Summary
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
- Urban Alternatives: Prepare and keep updated the Public Involvement Program Summary.

Deliverable: Public Involvement Program Summary will be updated as needed and these updates transmitted electronically to FAA, County and Consultant Team members. Copies will be placed on the secure and public project website and in the Administrative File and the Project File.

Subtask 4.3: Establishment and Management of a Public EIS/EIR Project Website

Objective: To develop and maintain an EIS/EIR website for use by the general public in obtaining information about the EIS/EIR process and study.

Description: To provide a dynamic channel of communication with the public in addition to conventional print media, telephone, fax, letters, etc. General information regarding the EIS/EIR, the NEPA and CEQA processes, and Project contact information would be posted. The following information will be posted on the website upon approval and direction of FAA.

- Public Scoping/Workshop/Meeting/Hearing notices
- Draft and Final environmental documents published for public review

The website will include links to other appropriate websites, such as the FAA, County of Marin, and other local, county, state, and federal agency web sites for the convenience of site users.

- **L&B**: Provide oversight of material posted on website and coordination with FAA and the County of Marin.
- Civil Engineering Solutions: No involvement

• Foothill Associates: No involvement

• Kleinfelder: No involvement

• *Tremaine & Associates:* No involvement

• **Urban Alternatives:** Develop website content, graphic template, and frames; manage, and maintain project website, and post information as directed by L&B.

Deliverable: A public website that will be designed, maintained, and updated by the Consultant Team, at the direction of FAA. The design and maintenance of the public website would be included in Part 1 of the Project Outreach Plan.

TASK 5: DRAFT PURPOSE AND NEED

Objective: Develop a strong and defensible draft Purpose and Need Statement for the proposed action.

Subtask 5.1: Develop the Draft Purpose and Need

Description: The Consultant will undertake the definition and development of a strong and defensible Purpose and Need statement. As the driving force in the NEPA/CEQA decision-making process, the Purpose and Need tells the story behind the proposed action, describes the problems to be solved, and the timeframe within which the solution should be achieved. It also provides the framework for the development and consideration of reasonable alternatives. The Purpose and Need for the Proposed Action will be defined consistent with the requirements of FAA Orders 1050.1E and 5050.4B. The Purpose and Need information from the Master Plan will be reviewed to ensure consistency with FAA requirements for an EIS, and with County of Marin requirements for an EIR. The approved FAA aviation demand forecasts will be the basis for the EIS/EIR information and analysis for interim years.

Cost Assumptions:

- **L&B**: Develop Draft Purpose and Need Statement, Summary and description for the proposed action.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
- *Urban Alternatives:* Assist with development of Purpose and Need Statement for the proposed action

Deliverable: Draft Purpose and Need Statement (Task 15 in Phase II will offer an opportunity to refine the Purpose and Need statements after the Scoping process has been completed).

Subtask 5.1.1 Revise Draft Purpose and Need Statements To Comply With CEQA Requirements (CEQA)

Description: To comply with CEQA, a Summary will be developed that identifies the statutory requirements for the EIR, known areas of controversy and issues to be resolved. A Project Description shall also be developed, which will include the precise location and boundaries of the proposed project, a statement of Project Objectives, a general description of the project's technical, economic, and environmental characteristics, a reference to the list of known agencies expected to use the EIR, a reference to the known permits or other approvals required, and a reference to a list of related environmental review and consultation requirements required by CEQA. The bulk of this information will already have been collected in Task 5.1. This task provides a means to edit the information as necessary to comply with CEQA requirements.

Cost Assumptions:

• **L&B**: Develop Summary and Project Description for the proposed action.

• Civil Engineering Solutions: No involvement

Foothill Associates: No involvement

• Kleinfelder: No involvement

- Tremaine & Associates: No involvement
- *Urban Alternatives:* Assist with development of Summary and Project Description for the proposed action

Deliverables: Summary and Project Description.

Subtask 5.2: Prepare And Distribute Preliminary Draft Purpose and Need Statement for Comment

Description: The results of the Purpose and Need analysis will be documented in a preliminary draft of the Purpose and Need section of the DEIS/DEIR. The Consultant will electronically transmit a preliminary draft version of the Purpose and Need statements to the FAA and the County for review and approval prior to selection of viable alternatives. The Consultant will incorporate all FAA and County comments, prepare a revised draft, and retransmit to FAA and the County for review. A Project Management Team telecom will be held with the FAA and the County to consolidate comments before finalizing the Purpose and Need statement for inclusion in the DEIS/DEIR document.

Cost Assumptions:

- L&B: Develop and distribute (via e-mail) a preliminary draft of the Purpose and Need section of the DEIS/DEIR to FAA and the County for review and comment. Develop and distribute (via e-mail) a revised final draft of the Purpose and Need Section of the DEIS/DEIR to FAA and the County for review, which incorporates all FAA and County comments. A telecom will be held with the FAA and the County to consolidate comments before finalizing the administrative draft of the Purpose and Need statement for inclusion in the DEIS/DEIR document.
- Civil Engineering Solutions: Review and comment on preliminary draft.
- Foothill Associates: Review and comment on preliminary draft.
- Kleinfelder: Review and comment on preliminary draft
- Tremaine & Associates: Review and comment on preliminary draft
- **Urban Alternatives:** Review and comment on preliminary draft

Deliverables:

- Electronic version (e-mail) of a preliminary draft of the Purpose and Need Statements.
- Incorporate review comments, resubmit an electronic version, and schedule a teleconference to discuss the final review.
- Conduct a teleconference meeting with the FAA and County to review; annotate and finalize the Purpose and Need statements.

Subtask 5.2.1: Prepare and Distribute Preliminary Draft Summary And Project Description for Comment (CEQA)

Description: The preliminary draft Summary and Project Description, developed in accordance with CEQA, will be electronically transmitted by the Consultant to the County for review and approval prior to selection of viable alternatives. The Consultant will incorporate all County comments, prepare a revised draft, and retransmit to the County for review. If necessary, a telecom will be held with the County to consolidate comments before finalizing the Summary and Project Description for inclusion in the DEIR document.

- L&B: Develop and distribute (via e-mail) a preliminary draft of the Summary and Project Description to the County for review and comment. Develop and distribute (via e-mail) a revised final draft of the Summary and Project Description to the County for review, which incorporates all County comments. If necessary, hold a telecom with the County to consolidate comments before finalizing the administrative draft of the Summary and Project Description for inclusion in the DEIR document.
- Civil Engineering Solutions: Review and comment on preliminary draft.

- Foothill Associates: Review and comment on preliminary draft.
- Kleinfelder: Review and comment on preliminary draft
- Tremaine & Associates: Review and comment on preliminary draft
- Urban Alternatives: Review and comment on preliminary draft

Deliverables:

- Electronic version (e-mail) of a preliminary draft of the Summary and Project Description.
- Incorporate review comments, resubmit an electronic "final" draft version.
- If necessary, conduct a teleconference meeting with the County to review, annotate, and finalize the Summary and Project Description.

TASK 6: PRE-SCOPING AND SCOPING ACTIVITIES

Subtask 6.1: Develop Plan for Pre-Scoping with Key Agencies

Objective: Prepare elementary information support/background materials to conduct pre-scoping consultation with identified key interests (stakeholders).

Prerequisites: Stakeholders will be identified through coordination with the FAA and the County of Marin from those individuals active in the previous Master Plan process. Additional stakeholders may be identified throughout the process and contacted upon approval by the FAA. Stakeholders are typically (1) those who are most likely or think they are most likely to suffer the greatest hardship if one or more of the project alternatives were implemented; (2) special interests who are most likely to be tough opponents; and (3) public agencies whose participation/cooperation is essential to the completion of a timely EIR/EIS.

Description: A "project statement" would be developed that provides a compelling, brief description of the problem to be solved by the proposed action and what would likely happen if this problem is not addressed. A brief preliminary Fact Sheet handout would also be prepared that concisely summarizes, in a user-friendly manner, the basic project background information, a generic Purpose and Need, and the likely results/consequences of the No Action Alternative, which will assist stakeholders when participating in pre-scoping consultation activities. At least one meeting with the FAA and County would be necessary for discussion, refinement, and final approval of draft "project statement" and preliminary Fact Sheet.

Cost Assumptions:

- **L&B:** Develop and refine "project statement" and Fact Sheet through discussions (meeting) with FAA and the County of Marin.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
- **Urban Alternatives:** Assist with development of the "project statement" and preliminary Fact Sheet through discussions (meeting) with FAA and the County of Marin.

Deliverables:

- Notes from meetings to be transmitted electronically and placed on the secure website and in the Administrative File and Project File.
- Develop a "Project statement" that provides a compelling, brief description of the problem to be solved by the proposed action and what would likely happen if this problem is not addressed.
- Develop a Preliminary Fact Sheet handout that concisely summarizes, in a user-friendly manner, the basic project background information, a generic purpose and need, and the likely results/consequences of the No Action Alternative.

Subtask 6.2: Conduct Pre-Scoping with Key Agencies

Objective: Meet with and interview, as necessary, key agencies; prepare a project-relevant summary document of pre-scoping results and findings.

Description: The first method of meeting with key agencies regarding the Proposed Project will be to present a project summary at a regularly scheduled, monthly Interagency Meeting held by the U.S. Army Corps of Engineers (USACE) San Francisco District. USACE San Francisco District holds a monthly interagency meeting on the second Wednesday of every month for upcoming projects. Representatives from local, state, and Federal agencies are invited to attend so that they may hear a project presentation and offer feedback on the project as proposed. It is anticipated that at a minimum the following agencies will attend the pre-application meeting: U.S. Army Corps of Engineers; U.S. Fish and Wildlife Service; the California Department of Fish and Game; the California Water Resources Control Board; and the Bay Conservation Development Commission (BCDC). If these agencies are not present, then separate face-to-face meetings will be arranged.

On behalf of the FAA, the Consultant will contact the USACE to request that the Proposed Project be included in a future interagency meeting. The Consultant will prepare the required project summary presentation (in Power Point format), which will include a project location map and will identify sensitive issues and resources, per USACE requirements. The Consultant will also prepare 30 hard copies of the project summary, which will be delivered to the USACE San Francisco District Office no later than two weeks before the scheduled meeting in order to secure a slot on the meeting agenda.

The second method of meeting with key agencies identified through the completion of Subtask 6.1 that were not present at the USACE Interagency Meeting (not to exceed 10) will be interviewed in person, if feasible, or via telephone if not, during the pre-scoping process. The preliminary Fact Sheet handout developed through the completion of Subtask 6.1 would be used as a briefing "backgrounder" for those conducting each interview.

Subsequent to each interview, a brief summary of the results of each consultation will be prepared, with a focus on the following key topics: (1) the interviewee's level of receptivity to the project statement and any critical feedback offered to make it more credible and/or comprehensible; (2) potential areas of agreement; (3) potential areas of disagreement; and (4) key areas of conditional agreement; that is, conditions which, if met, could transform an area of disagreement into one of agreement

When all interviews are completed, a brief memo summarizing the overall results of pre-scoping will be prepared for submission to FAA and the County for review and discussion. This memo will provide the consolidated observations, findings, conclusions, and recommendations drawn from the pre-scoping consultation process. At a minimum, it would: (1) assess the overall "temperature" of the project (i.e., its likely level of contentiousness); (2) identify the potential "hot-button" issues, discuss how these are viewed through the eyes of the most concerned key agencies, and note any potentially agency suggestions that could reduce/eliminate the concerns/objections voiced; (3) evaluate the credibility and action-forcing power of the draft project statement and note any cogent suggestions to improve it; (4) highlight agency suggestions, when viable, that could make the environmental review process more effective for agencies; and (5) identify actions and possibilities for coordination suggested by agencies that could help streamline the environmental review process.

Cost Assumptions:

• **L&B**: Contact the USACE San Francisco District to request that the Proposed Project be included in a future interagency meeting. Prepare the required project summary presentation (in Power Point format), which will include a project location map and will identify sensitive issues and resources, per USACE requirements. Prepare 30 hard-copy handouts of the project summary, which will be delivered to the USACE San Francisco District Office via Fed-Ex no later than two weeks before the scheduled meeting in order to secure a slot on the meeting agenda. As necessary, conduct informal interviews with key agencies on behalf of the FAA. Prepare a project-relevant summary document of pre-scoping results and findings.

• Civil Engineering Solutions: No involvement

• Foothill Associates: No involvement

Kleinfelder: No involvement

- Tremaine & Associates: No involvement
- **Urban Alternatives:** Assist with the preparation of project summary presentation and associated hard-copy handouts. As necessary, assist with informal interviews with key agencies on behalf of the FAA. Assist with preparation of project-relevant summary document of pre-scoping results and findings.

Deliverables:

- Secure a slot on an upcoming USACE San Francisco District Office Interagency Meeting. Associated presentation and hand-out materials.
- As necessary, interview up to 10 key agencies. This will consist of the Consultant arranging for the interview and attending the interview at an agreed upon location satisfactory to the stakeholder.
- Provide to the FAA and the County, by electronic transmission, a copy of the project-relevant summary
 document of pre-scoping results and findings. This memo will be placed on the secure website and a copy
 to be placed in the Administrative File.

Subtask 6.3: Prepare Information for Project Scoping Meetings with the Public and Agencies

Objective: To design the structure and process and prepare the necessary informational support materials for Project Scoping Meetings with the public and agencies.

Description: The organizational structure, flow and timing of the scoping meetings and the appropriate presenter(s) for each meeting's topic areas would be discussed and finalized by the Consultant, the FAA, and County. Descriptive text and graphics for use at the Public and Agency Scoping Meetings will be developed and published in a Scoping Document that will be submitted to the agencies prior to the agency scoping meeting. The Scoping Document will provide a discussion on background, purpose and need, preliminary alternatives, anticipated areas of environmental impacts, project schedule, and the opportunities for the agencies to officially participate/comment on the study. This subtask also provides for organizational and strategy-defining meetings between the FAA, the County and the Consultant Team to establish the times, locations, publicity, staffing, and technological equipment needs for the scoping meetings. It further includes the preparation and placement of a display ad in the local newspaper, the conceptualization of graphic materials and the basic visual presentation and handouts for the meetings and the preparation of said materials. These materials would also include up to 15 mounted display boards, a PowerPoint presentation mirroring the display boards, a 2-3 page handout, color hardcopies of the PowerPoint slides, sign-in sheets, and comment forms.

Cost Assumptions:

- **L&B**: Oversee meeting design, content and physical preparation of meeting information and project graphics, and coordinate with FAA.
- **Civil Engineering Solutions:** No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
- **Urban Alternatives:** Assist with design of scoping meetings and preparation of meeting information support materials.

Deliverables:

- Notify all Federal, State and local governmental agencies of the Agency Scoping meeting. (See Task 6.4 below)
- Prepare and place a display ad in the local newspaper to announce the Public Scoping meeting.
- All material will be placed on the secure and public website and copies put in the Administrative File and the Project File.

Subtask 6.4: Prepare Notice of Intent/Notice of Preparation

Subtask 6.4.1 Prepare Notice of Intent

Objective: To assist the FAA with the preparation of the Notice of Intent (NOI) for the Scoping activities to announce both a Public and Agency meeting.

Description: The Consultant will prepare and submit to the FAA a draft electronic version of the NOI for review and comment. Upon receipt of comments, the Consultant will finalize the NOI and send an electronic copy back to the FAA. Additional supporting information will be compiled to further explain the NOI, as necessary. This additional information shall consist of a map illustrating the Proposed Action, a map illustrating the project area, identification of known impacts, the time and location for the Scoping meetings and a discussion of the proposed NEPA process, which the study will follow. The FAA will be responsible for submitting the NOI to the Federal Register. This task further includes the preparation and placement of a display ad in a minimum of two local newspapers.

Cost Assumptions:

• **L&B**: Submit draft NOI, to FAA for comment review, edit NOI, and submit final to FAA. Conduct one inperson meeting with the FAA to confirm key public issues, coordinate public and agency coordination protocol, discuss technical approaches, and establish EIS team communication protocols for the Scoping process. L&B will transmit to the FAA an electronic copy of meeting for review and comment. The Consultant will mail the NOI to the project's Distribution List. The Consultant will also prepare a display ad and transmit to the County for placement in a minimum of two local newspapers.

• Civil Engineering Solutions: No involvement

• Foothill Associates: No involvement

• Kleinfelder: No involvement

Tremaine & Associates: No involvement
 Urban Alternatives: No involvement

Deliverables:

- Attend one meeting with FAA to prepare draft NOI.
- Submit an electronic version of the draft NOI for review by the FAA. Edit NOI as required and submit Final to FAA.
- Reproduction and distribution of the NOI to all applicable agencies on the Distribution List
- Preparation of a display ad for placement in a minimum of two local newspapers
- A copy of the NOI will be placed on the secure and public website and in the Administrative File and Project File.

Subtask 6.4.2 Prepare Notice of Preparation (CEQA)

Objective: To assist the County with the Notice of Preparation (NOP) for the Scoping activities to announce both a Public and Agency meeting, in accordance with CEQA.

Description: The Consultant will prepare and submit to County a draft electronic version of the NOP for review and comment. Upon receipt of comments, the Consultant will finalize the NOP and send an electronic copy back to the County. Additional supporting information will be compiled to further explain the NOP, as necessary. This additional information shall consist of a map illustrating the Proposed Action, a map illustrating the project area, identification of known impacts, the time and location for the Scoping meetings and a discussion of the proposed NEPA/CEQA process, which the study will follow.

Cost Assumptions:

• **L&B**: Draft NOP, submit to County for comment review, edit NOP and submit final to County. Conduct one in-person meeting with the County to confirm key public issues, coordinate public and agency coordination protocol, discuss technical approaches, and establish EIS/EIR team communication protocols for the Scoping process. L&B will transmit to the County an electronic copy of meeting notes for review and

comment. The Consultant will mail the NOP to the project's Distribution List. The NOP will be mailed by certified mail that provides a record of receipt. Per CEQA Section 15063, the NOP will be sent to the State of California Office of Planning and Research (State Clearing House) and each responsible and trustee agency as well as every federal agency involved in approving or funding the project, stating that an EIR will be prepared (as part of the EIS).

A cover letter will be included with the NOP that describes the purpose of the material and lists all agencies receiving a copy of the NOP. The cover letter will also include and discuss the NOI notice.

• Civil Engineering Solutions: No involvement

Foothill Associates: No involvement

• Kleinfelder: No involvement

Tremaine & Associates: No involvement
 Urban Alternatives: No involvement

Deliverables:

- Attend one meeting with FAA and County to prepare draft NOP.
- Submit an electronic version of the draft NOP for review by the County. Edit NOP as required and submit Final to County.
- Reproduction and distribution (via Certified U.S. Mail) of the NOP to all applicable agencies on the Distribution List.
- A copy of the NOP will be placed on the secure and public website and in the Administrative File, Project File, and Public File.

Subtask 6.5: Conduct Project Scoping Meetings with the Public and Agencies

Objective: The Consultant Team will assist the FAA and the County with the preparation and conduct of public and agency scoping meetings.

Description: Two meetings (one agency meeting and one public meeting) will be conducted in Marin County, California. It is anticipated that the meetings will be held on the same day, one in the afternoon and one in the evening. The Consultant Team will develop and provide the handouts, presentation boards, and a Power Point presentation for use in conducting the meetings (see Sub-Task 5.3). The Consultant will be required to provide a court reporter at the public meeting. The meeting will be transcribed and a copy will be provided to the FAA and the County. In addition, scoping comments will be written on large boards/sheets of paper by members of the Consultant Team. The Scoping meetings will be facilitated by the FAA. The County will secure the meeting locations and publish two scoping meeting notices, one will be published 30 days prior to the meeting and the second will be published 7 days prior to the meeting. The Consultant will provide the FAA with all necessary meeting support.

Cost Assumptions:

L&B: Provide staff at Scoping Meetings.

• Civil Engineering Solutions: No involvement

Foothill Associates: No involvement

Kleinfelder: No involvement

• Tremaine & Associates: No involvement

• **Urban Alternatives:** Attend both meetings and take personal notes on public input and impressions of its implications for the overall study and future project outreach activities. Provide staff for sign-in sheet at meetings and arrange for a court reporter to provide a legal transcript of the meetings.

Deliverables: Consultant to provide necessary administrative staffing for reception table to include the sign-in sheet, to answer questions from participants in their respective area of expertise, if needed, and to actively listen to and be seen by listening to public input. Provide a court report and transcripts of each meeting. A copy of the transcripts will be placed in the Administrative File.

Subtask 6.6: Scoping Comments and Scoping Report

Objective: As a result of the Agency and Public Scoping meetings, collect all comments, letters or petitions and prepare a Scoping Report.

Description: Originals of all transcripts, scoping letters, petitions and other comments will be directed to the FAA and then copied by the Consultant Team for inventory and processing. The initial project mailing list prepared by the FAA and the County will be updated with the names and addresses of all persons who signed-in at the Scoping Meetings. The FAA, the County, and the Consultant will carefully examine all comments received and discuss the results of the scoping process for issue identification. All written comments submitted will be categorized into subject matter content and incorporated into a comment database system, which will be maintained throughout the course of the EIS/EIR.

All comments will be reviewed, summarized into subject matter content, and cross-referenced to the commenter. The Scoping Report will be included in the Draft and Final EIS/EIR documents within the Public Involvement appendix.

Cost Assumptions:

- **L&B:** Develop and maintain comment database system. Develop Scoping Report under the direction of the FAA.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
- Urban Alternatives: Assist with the Scoping Report.

Deliverables:

- To FAA: Originals of all comments, scoping letters, petitions, and other comments received at scoping meetings
- To Consultant Team: Copies of all comments, scoping letters, petitions, and other comments received at scoping meetings
- Develop a Comment database system, which will contain all written comments, and will be maintained throughout the course of the project.
- Develop a Scoping Report, which will contain all comments received in an organized format that shows what impact that comment had/did not have on shaping the project's final scope of work. All comments received will be reviewed, summarized into subject matter content, cross-referenced to the commenter.
- The comments, letters and petitions will be placed on the Public website and copies will be placed in the Administrative File and Project File. The Comment database will be available through the secure website.
- Scoping report will be placed in the Appendix of the EIS/EIR and indexed by commenter to appropriate section of EIS/EIR document for response.

Subtask 6.6.1: Cross-Referencing of Comments Per Ceqa Requirements

Description: As described in **Subtask 6.6**, above, all comments will be reviewed, summarized into subject matter content, and cross-referenced to the commenter. In addition, per CEQA requirements, each comment will be cross-referenced to its discussion location within the EIS/EIR document.

- L&B: Develop and maintain a comment index system that will be included in the Draft and Final EIS/EIR.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement

- Tremaine & Associates: No involvement
- Urban Alternatives: Assist with the Scoping Report.

Deliverable: Develop a Scoping Report, which will contain all comments received in an organized format that shows what impact that comment had/did not have on shaping the project's final scope of work. All comments received will be reviewed, summarized into subject matter content, cross-referenced to the commenter and cross-referenced to its discussion location within the EIS/EIR document.

Task 7: INITIAL CONSULTATIONS AND COORDINATIONS

Subtask 7.1: Cooperating Agency Coordination

Objective: The FAA may ask Federal agencies with special expertise or jurisdiction by law to be a cooperating agency. A cooperating agency helps the FAA prepare the environmental document to meet their jurisdictional requirements.

Description: If needed, or as a result of the Scoping process, the FAA may invite or be asked by agencies to become a cooperating agency. Should cooperating agency status be required, the FAA will prepare such correspondence and communicate with said agency directly.

Cost Assumptions:

- **L&B**: Collection of Cooperating agency letters and placement on public website, Administrative File and Project File.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
 Urban Alternatives: No involvement

Deliverables:

• Cooperating agency letters will be placed on the public website and copies will be placed in the Administrative File and Project File.

Subtask 7.2: Initial Tribal Consultation

Objective: To initiate effective communications with the tribes recognized in the County of Marin and to continue such positive agency relationships.

Description: The Consultant Team will assist the FAA project manager with tribal consultations with representatives of local Native American groups. The Consultant Team will first contact the Native American Heritage Commission (NAHC) to request information on any sacred sites in the vicinity of the proposed project and to also request a list of local contacts. The Consultant Team will then develop an introductory letter describing the proposed project, introducing the project team, and defining the preliminary study schedule. The letter will request an in-person meeting with each Tribe's business and/or Tribal council (as appropriate) to present additional details on the study and to discuss issues of interest to each Tribe. The letter will also request the names and contact information for each Tribe's cultural resources contacts. This letter will be sent out by the FAA. In addition, the introductory letters will be followed by subsequent phone calls as a good faith effort to reach those identified by the NAHC. These initial consultation meetings would be conducted by the FAA and supported with select members of the Consultant Team at each respective Tribal headquarters or at a location preferred by a specific Tribe. Each tribe will be met with individually.

Prior to Native American consultations, the Consultant Team will request a record search from the Northwest Information Center (NWIC) to identify any previously recorded sited in, or within the vicinity of, the project area. In addition, the request will include the identification of any previously documented conducted cultural resource

surveys. This record search will provide a context for any subsequent investigations and may potentially identify aspects of the project that may be of concern to the Native American community.

Cost Assumptions:

• **L&B**: The Project Manager and/or Deputy Project Manager will assist with Tribal consultation.

• Civil Engineering Solutions: No involvement

Foothill Associates: No involvement

Kleinfelder: No involvement

• Tremaine & Associates: Assist with Tribal Consultation and request a records search from the NWIC

Urban Alternatives: No involvement

Deliverables:

- Develop tribal coordination letter for FAA approval and mailing.
- Assist the FAA with Tribal consultation meetings
- Prepare notes from each tribal meeting. These notes will be placed on the secure website and a copy will be placed in the Administrative File.
- Assist the FAA with additional Tribal consultation meetings or visits as required continuing positive agency relationships.

Subtask 7.3: Initial Coordination with U.S. Army Corps of Engineers

Objective: To initiate effective early communications with the U.S. Army Corps of Engineers (USACE) San Francisco District Office and to continue such positive agency relationships.

Description: The Consultant Team will assist the FAA project manager with early communications to request information and establish protocols for future coordination efforts. The Consultant Team will contact the USACE via telephone to request a pre-application meeting. As a follow-up to the telephone call, the Consultant Team will develop an introductory letter describing the proposed project, introducing the project team, and defining the preliminary study schedules. The letter will request an in-person meeting with the Corps of Engineers to present additional details on the study and to discuss issues of interest such as wetland gestational and wetland delineations. The letter will also request the names and contact information within the USACE San Francisco District Office for future coordination efforts. This letter will be sent out by the FAA. If requested by the USACE, the meeting materials will be distributed for preliminary review prior to the meeting. These initial consultation meetings would be conducted by the FAA and supported with select members of the Consultant Team at a location preferred by the USACE. Cost Assumptions:

- L&B: The Project Manager and/or Deputy Project Manager will assist the FAA with coordination meeting.
- Civil Engineering Solutions: No involvement
- Foothill Associates: Assist with coordination meeting
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
- Urban Alternatives: No involvement

Deliverables:

- Develop coordination letter for FAA approval and mailing.
- Assist the FAA with coordination meeting
- Prepare notes from meeting. These notes will be placed on the secure website and a copy will be placed in the Administrative File.
- Assist the FAA with additional consultation meetings or visits as required continuing positive agency relationships.

TASK 8: AVIATION FORECASTS AND RUNWAY LENGTH ANALYSIS

Objective: To compile the information necessary to allow for the development of a technically rigorous analysis of aircraft noise with and without the Proposed Action and to allow the analysis of potential cumulative impacts to which the Proposed Action may contribute.

Description: The forecasts are necessary to provide an updated analysis of activity at the airport and to develop a basis for defining future activity levels and fleet mix necessary for the aircraft noise analysis and potential cumulative impact analysis. While the forecast effort addresses the level and type of future activity, there is also a need to revalidate that the extension proposed by the airport sponsor will sufficiently meet the requirements of the aircraft types currently operating at the airport as well as ensure the accommodation of future demand. The second element of this analysis, the Runway Length Analysis, will analyze data related to the aircraft fleet mix at DVO along with the projected future fleet, define the operational parameters associated with the activity by these aircraft factoring in environmental factors that influence aircraft performance to realistically and reasonably define the length of runway that would best meet the needs of airport users. This analysis will either validate the proposed runway extension length or suggest that an extension comprised of some other requisite length would best meet demand.

Subtask 8.1: Aviation Forecasts Analysis

Review and Evaluate Existing Documents - Existing documents including previous planning studies, and regional and statewide system plans along with other sources of based aircraft, operational and fleet mix data will be sought. It is anticipated that discussions will be conducted with the FAA San Francisco Airports District Office, California Division of Aeronautics and representatives of the Association of Bay Area Governments (ABAG) to determine available data sources for use in the forecast process. Documents to be obtained and reviewed include, but may not be limited to:

- Previous Airport Master Planning Documents
- FAA Terminal Area Forecasts
- Bay Area Regional Aviation System Plan
- California Aviation System Plan Bay Area Region
- FAA Airport Master Record (Form 5010)
- ABAG Projections 2005 and other Background Socio-economic data
- MTC Aviation Resource Guide
- MTC Regional Airport Plan

Airport Tenant Interviews/Questionnaires - Airport tenants, including any corporate users and the FBOs, will either be interviewed or requested to complete a questionnaire. The interview and/or questionnaire will solicit information including levels of operational activity conducted from the Airport, existing based aircraft, itinerant fleet mix, anticipated fleet additions and changes and impacts that current runway length have on operations and runway length required based on their aircraft operational parameters. A listing of key Airport tenants to be provided by the airport sponsor will be used to identify persons to interview and/or provide with a questionnaire, as well as for follow-up discussions on an as-needed basis.

Inventory Historical and Current Air Traffic Activity - Assemble and organize data on historic and current air traffic activity at Gnoss Field Airport (DVO). Information concerning the level of activity for any general aviation operations (both local and itinerant), military operations, fuel sales, and based aircraft (by aircraft type) will be sought. Information concerning peak hourly operations, daily, monthly, and annual activity will be quantified from the interviews/questionnaires with the Airport tenants described in the previous section. Any other pertinent data will be obtained from Airport records, the FAA, CalTrans Division of Aeronautics and the ABAG.

Factors affecting General Aviation Activity - While as will be discussed within the next section (Forecasts of Aviation Activity), forecasts tend to rely on projecting historical relationships between future aviation activity and various socioeconomic factors, these projections need to be viewed in the context of the external influences that may be emerging (both positive and negative) that may act to alter levels of activity in a manner not foreseen by projecting historical relationships. To this end a review of factors that have impacted or influenced general aviation

in the past as well as those that continue or may affect activity in the future will be undertaken. These influences/factors may include but may not be limited to:

- Fractional Ownership of aircraft and other related ownership techniques
- Emergence of the Very Light Jet Category of aircraft
- Potential use of VLJs as an alternative to air carriers
- Impact of fuel prices on general aviation ownership and operations
- Potential effect of AIP funding mechanisms on general aviation (i.e. removal of ticket tax and replacement with an increased fuel tax)
- Security changes
- Emergence of ADG III business jet models and impact to airports
- Changes in role and use of airports in the Bay Area

Forecasts of Aviation Activity - Although DVO has no scheduled air service, some limited passenger service is provided by air charter and air taxi service providers. Passenger service is also provided by privately owned business aircraft. Even though this effort is principally a forecast of future aircraft operations, the level of IFR aircraft activity will likely correlate to economic activity in the airport's service area similar to the way passenger service at commercial service airports correlates this activity.

Aircraft operations will be forecast for two perspectives: (1) itinerant and local operations and (2) IFR and VFR operations. It is assumed that a relevant, positive correlation will be found between historical IFR flight activity at DVO and local socioeconomic variables through the use of Landrum & Brown's multi-linear regression model. If a relevant, positive correlation is not found, the regression model will be abandoned and the forecasts will rely on trend analysis, time series analysis, market share analyses and the application of expert opinion.

The forecasts prepared for this task will be benchmarked against recent previous forecasts for DVO and the FAA's 2007 Terminal Area Forecast. Differences and similarities between the forecasts will be noted and discussed. In addition, the forecasts will be compared to extrapolations of past trends and a discussion of whether past trends will continue or change will be prepared.

Fleet mix projections will be developed for the primary user groups of the facility. New larger and smaller types of jet aircraft are entering the aircraft fleet mix. Smaller aircraft are more affordable and can access more airports. Larger aircraft have more diverse corporate uses and usually have a longer range. Projections of any military activity and helicopter or other types of aviation operations will be included in this task. The airport's capabilities and any local policies for accepting certain aircraft types will also be considered.

Annual forecasts of aircraft activity will be prepared for 2012, 2017, and 2027, using 2007 as the base year. The selected forecasts will include the following:

- Based aircraft totals
- Based Aircraft fleet mix
- Annual general aviation operations (local vs. itinerant, IFR vs. VFR flight plan, air taxi vs. general aviation, fixed wing vs. rotorcraft).
- Peak month, average day peak month, and peak hour operations

- **L&B**: Gather all data, documentations, inventories and conduct interviews necessary to prepare the aviation forecast.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
- Urban Alternatives: No involvement

Deliverables: L&B will deliver a brief narrative report with appropriate charts and graphs documenting the forecasts of general aviation activity to the FAA and County for review and comment. Based on this review process the consultant will make revisions to the documentation and develop a finalized version of the activity forecasts for FAA and County approval.

In addition to the Aviation Activity Forecast report, a MS PowerPoint presentation summarizing key findings will be prepared. The FAA and County will review and comment upon the findings and L&B will revise the report and presentation based upon comments received. However, in this process, the forecast findings will remain the independent opinion of Landrum & Brown. A copy of the final forecast will be placed on the websites and in the Administrative File and Project File

Subtask 8.2: Runway Length Analysis

Define Operational Conditions for Length Calculation - Using existing airport data, mean daily maximum temperature for DVO will be defined. Additionally, weather records will be reviewed to define typical hot days that occur at DVO during the summer months and to identify a hot-day value for consideration in the analysis in addition to the mean daily maximum temperature. These values will be noted for use in subsequent length analyses

Runway surface treatment will be identified to determine the need, if any, to factor in wet operational conditions in the assessment of takeoff performance by the identified fleet. Aircraft Planning Characteristics manuals typically utilize a limited number of temperatures in their takeoff calculation charts, which often do not match actual temperature factors at a particular airport. This is anticipated to be the case for DVO for the mean daily maximum temperature, and will certainly apply to the selected hot day temperature. L&B will apply an ICAO runway length refinement procedure to identify length requirements at both the mean maximum daily temperature and at the hot-day temperature to account for variation from the characteristics manuals from various manufacturers. It is also anticipated that some characteristics manuals will not contain sufficient data to develop any runway length analysis beyond that associated with a standard day temperature (59 degrees) in which case Landrum and Brown will contact the particular aircraft maker and work with their technical staff to define the requisite runway length.

Define Payload/Range Characteristics - Using the Aircraft Characteristics manuals for a select number of aircraft typical of the existing and forecast fleet at DVO, the payload range charts will be consulted to define the appropriate weight of the aircraft at takeoff for the critical stage length anticipated to be flown from DVO. Input gained during the interview/questionnaire process of FBO's and tenants will be key in defining potential stage lengths. In the event that this value is not the rated maximum gross takeoff weight for the specified aircraft, the mean maximum takeoff weight will also be obtained from the manual for use in the runway length calculation.

Calculate Runway Length Requirements - L&B, using the Aircraft Characteristics manuals, input from manufacturers and the ICAO methodology (if needed) along with stage length, payload, temperature and airfield characteristics will calculate the runway length requirements for the representative aircraft identified in Task 2.1. This calculation will be performed for the identified weight requirements calculated from the payload range charts from aircraft planning characteristics manuals and for the aircraft rated maximum gross takeoff weight for each specified aircraft.

Prepare Runway Length Summary Memorandum - L&B will prepare a memorandum that summarizes the steps undertaken to derive the runway length requirements. The summary memorandum will consist of a narrative description of the background data, data sources, assumptions, methodologies, and findings supported with tabular data and, to the extent necessary, supporting graphics required to explain portions of the runway length process. Five draft copies of the summary memorandum will be submitted to the FAA and County for review and comment. The memorandum will be revised per comments received and ten copies of the Final Summary Memorandum will be provided to the sponsor and designated recipients along with a PDF version of the document and supporting documentation.

- **L&B**: Gather all operational requirements, aircraft characteristics and airfield data necessary to calculate the runway length requirements.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement

• Kleinfelder: No involvement

Tremaine & Associates: No involvement

• Urban Alternatives: No involvement

Deliverables: A memorandum that summarizes the steps undertaken to derive the runway length requirements. Five draft copies of the summary memorandum will be submitted to the FAA and County for review and comment. The memorandum will be revised per comments received and ten copies of the Final

Summary Memorandum will be provided along with a PDF version of the document and supporting documentation. A copy of the final summary memorandum will be placed on the websites and in the Administrative File and Project File

Subtask 8.3: Airport Layout Plan and Master Plan

Description: The Consultant will coordinate with the FAA and the County to obtain a current copy of the Airport Layout Plan (ALP) and Master Plan for Gnoss Field Airport (DVO). The Consultant will ascertain the County's plans with respect to the potential timing of major development projects called for in the master plan.

Cost Assumptions:

- **L&B**: Will obtain a current copy of the Airport Layout Plan (ALP) and Master Plan for Gnoss Field Airport (DVO). L&B will ascertain the County's plans with respect to the potential timing of major development projects called for in the Master Plan.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
 Urban Alternatives: No involvement

Deliverables: Exhibits and narrative discussion of future airport development plans at DVO for inclusion in the DEIS/DEIR. The ALP will be digitized and incorporated into the study area base map.

Subtask 8.4: Development Plans and Activity Data for Other Study Area Airports

Description: The Consultant will obtain a Master Plan or Airport Layout Plan and Aviation Activity Forecasts for other airports located within the vicinity of the study area, if available.

Cost Assumptions:

- **L&B**: Will obtain a Master Plan or Airport Layout Plan and Aviation Activity Forecasts for other airports located within the vicinity of the study area, if available.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- Tremaine & Associates: No involvement
- Urban Alternatives: No involvement

Deliverables: Notes on potential future development, forecast operations, and flight routes and tracks at other airports in or near the study area.

Subtask 8.5: Radar Data

Subtask 8.5.1: Acquire Radar Data

Description: The Consultant will coordinate with FAA personnel at the FAA Air Traffic Lab in Washington DC to obtain terminal area radar data within a radius of approximately 25 to 30 miles of DVO. This information will be used on the flight track maps to depict a close-up look of the arrivals, departures, and overflights at DVO. Data will be requested for a forty day period spread out in ten day intervals over the four seasons. This task is included in Phase I because it often requires a long lead time to obtain the data, the information needed to develop a processing methodology, and for processing the data into a format that can be used in noise modeling.

Cost Assumptions:

 L&B: Will coordinate with FAA personnel at the FAA Air Traffic Lab in Washington DC and/or Northern California TRACON to obtain terminal area radar data within a radius of approximately 25 to 30 miles of DVO.

• Civil Engineering Solutions: No involvement

• Foothill Associates: No involvement

• Kleinfelder: No involvement

Tremaine & Associates: No involvement
 Urban Alternatives: No involvement

Deliverables: The FAA will provide electronically readable radar data.

Subtask 8.5.2: Process Radar Data

Description: The Consultant will process the radar data acquired under **Task 8.5.1** to delineate the flight tracks and climb and descent profiles for aircraft departing and landing at DVO and other study area airports. This includes the conversion of data from ARTS or STARS format to a format suitable for processing using ADT software. This data will support later evaluations of traffic loadings assigned to each delineated flight track. The Consultant will secure a license from Metron Aviation for the use of ADT software for the analysis of the data.

Cost Assumptions:

 L&B: Will process the radar data acquired under Task 8.5.1 to delineate the flight tracks and climb and descent profiles for aircraft departing and landing at DVO and other study area airports. L&B will acquire a software license from Metron Aviation for use of their ADT software.

• Civil Engineering Solutions: No involvement

Foothill Associates: No involvement

• Kleinfelder: No involvement

• Tremaine & Associates: No involvement

• Urban Alternatives: No involvement

Deliverables: Processed radar data describing flight track locations and traffic loadings to each track.

NOTE: Analysis of Radar Data will be completed during Phase II.

TASK 9: SEASON-SENSITIVE FIELD INVESTIGATIONS

Subtask 9.1: Wetlands and Other Jurisdictional Waters

Objective: To identify wetlands and other jurisdictional waters that may be impacted by the proposed project and alternatives.

Description: A Wetland and Other Jurisdictional Waters Delineation Report will be prepared for the project site, including jurisdictional waters of the U.S. and non-jurisdictional wetland features. Data gathered as part of the wetland delineation will be incorporated into the Biological Resources Assessment prepared for the DEIS/DEIR. The Consultant Team will assist the FAA with agency consultation with the U.S. Army Corps of Engineers (Corps), and

will submit the Wetland and Other Jurisdictional Waters Delineation Report for determination from the U.S. Army Corps of Engineers.

Cost Assumptions:

 L&B: Oversee delineation and USACOE determination of wetlands and other jurisdictional waters; produce associated graphics

• Civil Engineering Solutions: No involvement

• Foothill Associates: Prepare Wetland and Other Jurisdictional Waters Delineation Report

Kleinfelder: No involvement

Tremaine & Associates: No involvement
 Urban Alternatives: No involvement

Deliverables:

Wetland and Other Jurisdictional Waters Delineation Report

Subtask 9.2: Conduct Preliminary Biological Habitat Surveys

Objective: To identify any Federal and state threatened and endangered species or habitat in the project area. Need to look at USFWS website to determine if we are in the range of anything.

Description: The Consultant Team will assist the FAA in conducting the required agency coordination with the U.S. Fish and Wildlife Service and the California Department of Fish and Game to obtain a list of species within the area that are currently listed or are candidates to be listed as threatened or endangered species under the Endangered Species Act that may be affected by the proposed action. The Consultant Team will then conduct a preliminary site assessment to determine if any of the specific species are within the Study Area or may be potential affected by the proposed action. The results of this preliminary assessment will be documented in a Biological Resources Assessment Report, which will include the following:

- A description and mapping of vegetation communities;
- A discussion of wildlife habitats on the project site and in the immediate area (within 500 feet of the project boundaries);
- A listing of all wildlife, birds and plant species observed; and
- An assessment of the wildlife habitats on the property and in the immediate area in relation to potential sensitive species that could be affected by the proposed project.

It is anticipated that the baseline data needed for issues identified above, will be contained in the previous EIR/EA. If this is not the case, the Consultant will attempt to obtain baseline data from other EIRs and environmental documents prepared for other projects in the surrounding area, and will also obtain data from the California Department of Fish and Game Natural Diversity Database. Additionally, listed and known threatened and endangered species information will be obtained from the USFWS, state and county agencies during the project's scoping process.

The preliminary site assessment will also evaluate the potential of the existing habitats on the property to support any endangered, threatened, or other special status species. Based on preliminary research, the most sensitive wildlife species recorded in the project area include: the California black rail (*Laterallus jamaicensis coturniculus*, State Threatened) and the California clapper rail (*Rallus longirostris obsolentus*, State and Federal Endangered). Other sensitive species known to occur in the area are the San Pablo sparrow, burrowing owl, and the saltmarsh common yellowthroat. If suitable habitats or sign of any of these or other sensitive species are found on the site, it may be necessary and advisable to conduct a series of follow-up field surveys. For example, should suitable habitat (open grasslands) and ground squirrel burrows be found on the property, a series of four surveys should be conducted for burrowing owls between April 15 and July 15. If salt or brackish marsh habitat occurs on the property, surveys for the rails and the song sparrow should be conducted at high tide. The results of these surveys will be presented in species-specific reports along with potential impacts and proposed mitigation measures. These

species-specific surveys are expected to occur during the breeding seasons for these birds (February to October) and more appropriately sometime between April and July.

Cost Assumptions:

- **L&B**: Oversee preparation of Biological Resources Assessment Report
- Civil Engineering Solutions: No involvement
- Foothill Associates: Conduct field surveys and document findings in Biological Resources Assessment Report
- Kleinfelder: Assist with identification of endangered and threatened species in the project area
- Tremaine & Associates: No involvement
- Urban Alternatives: No involvement

Deliverables:

Biological Resources Assessment Report

Subtask 9.3: Conduct Preliminary Cultural Resources and Historic Surveys

Objective: To identify any known cultural and historic resources in the project area and to initiate Section 106 consultation if it is necessary.

Description: Prior to meeting with the SHPO, a detailed literature review will be conducted to identify all known cultural resources as well as delineate previously surveyed areas within the areas anticipated to be exposed to 65 CNEL noise levels after the project would be implemented. Known sites and structures will be mapped on project mapping and an inventory list of known resources with the determination of eligibility indicated will be prepared and keyed to the mapping. In addition, areas of disturbance will be outlined. Initial consultation with the SHPO will include one meeting at the SHPO office to be attended by the FAA and the Consultant Team. At this meeting, the project and its potential impacts to cultural and historic resources will be discussed. Further evaluation, including archaeological investigation, photo-logs, and additional field surveys, would be completed only if consultation with the SHPO and the FAA determines it necessary. Any further evaluation would be completed as part of Task 18.9 in Phase II.

Cost Assumptions:

- **L&B**: Oversee preparation of Historical, Architectural, Archeological, and Cultural Resources report.
- Civil Engineering Solutions: No involvement
- Foothill Associates: No involvement
- Kleinfelder: No involvement
- **Tremaine & Associates:** Conduct preliminary screening for Historical, Architectural, Archeological and Cultural Resources in the project area
- **Urban Alternatives:** No involvement

Deliverable: Narrative and graphic descriptions of the results of the preliminary screening for the presence of Historical, Architectural, Archeological and Cultural Resources.

Task 10: REFINEMENT OF THE PLAN OF STUDY FOR PHASE II

Objective: Based on the comments, letters, or data received during the Scoping processes of Phase I, the Plan of Study for Phase II will be refined. As necessary, the Schedule and Cost Estimate be adjusted.

Description: If needed, based upon the Scoping process or other identified issues, the Consultant Team will refine the Plan of Study for Phase II services. An electronic transmitted draft of the refined Plan will be submitted to the FAA and County for review. Following agreement on the work effort, the Consultant Team will revise the

Plan of Study, the schedule and cost estimate to complete the services. This approach will ensure that the Phase II scope accurately reflects the input from the public and agencies received during scoping.

Cost Assumptions:

- **L&B**: If necessary, draft a refined Phase II Plan of Study for submission to the FAA and County. After agreement of the modifications to the Plan of Study, a revised schedule and cost estimate will be prepared to complete the services.
- Civil Engineering Solutions: Additional work task assignments as necessary
- Foothill Associates: Additional work task assignments as necessary
- Kleinfelder: Additional work task assignments as necessary
- Tremaine & Associates: Additional work task assignments as necessary
- **Urban Alternatives:** Additional work task assignments as necessary

Deliverables:

- Draft a refined Phase II Plan of Study and transmit electronically to the FAA and County for review and approval.
- Upon approval of the revised Plan of Study, a revised schedule and cost estimate will be prepared to complete the services.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE

Contractor shall be paid up to the maximum sum indicated in Section 4 of this agreement. Payments shall be made to contractor upon receipt of monthly, itemized invoices, in accordance with the following fee schedule:

Gnoss	Field Airp	ort EIS/EIR			
FINAL (Cost Estin	nate - Phase I	CONSULTA TOT		
			Total Labor Cost	Total Expenses	Total Cost
PHASE	I - PROJE	ECT START-UP THROUGH SCOPING			
Task	Subtask	Description			
1		PROJECT MOBILIZATION			
1	1	Project Kick-off Meeting/Mobilization	\$1,407	\$48	\$1,455
1	2	Development of Plan of Study, Cost Estimate, Schedule, and Project Outreach Plan	\$13,194	\$172	\$13,366
1	3	Develop Project Communications Protocol	\$11,742	\$0	\$11,742
1	4	Data Collection, Study Area Definition, & Base Mapping	\$35,746	\$900	\$36,646
		Task 1 Subtotal	\$62,089	\$1,120	\$63,209
2		PROJECT MANAGEMENT			
2	1	General Project Management	\$42,711	\$50	\$42,761
2	2	Project Management Team Meetings	\$17,140	\$7,500	\$24,640
2	3	Consultant Team Meetings	\$6,928	\$0	\$6,928
2	4	Management of Internal Use Secure EIS/EIR Project Web Site	\$2,380	\$250	\$2,630
		Task 2 Subtotal	\$69,159	\$7,800	\$76,959
3		MANAGEMENT OF ADMINISTRATIVE FILE (A/F) & PROJECT FILE (P/F)			
3	1	Database to Organize A/F	\$2,840	\$0	\$2,840
3	2	Category and Sub-Category List	\$2,840	\$0	\$2,840
3	3	Maintenance of the A/F, Index to A/F, & P/F	\$3,050	\$0	\$3,050
3	4	A/F Project Coordination	\$3,900	\$0	\$3,900
3	5	A/F Access by the Project Team Members	\$0	\$0	\$0
3	6	A/F (Public) Maintenance (Marin County Purposes)	\$2,710	\$400	\$3,110
		Task 3 Subtotal	\$15,340	\$400	\$15,740
4		PROJECT COMMUNICATIONS			
4	1	Distribution (Mailing) List	\$10,708	\$120	\$10,828
4	2	Development of On-going Public Involvement Program Summary for Phase I	\$7,720	\$0	\$7,720
4	3	Establish & Manage Public EIS/EIR Project Web Site	\$14,878	\$372	\$15,250
		Task 4 Subtotal	\$33,306	\$492	\$33,798
5		DRAFT PURPOSE AND NEED			
5	1	Develop the Draft Purpose and Need	\$12,774	\$0	\$12,774
5	1.1	Revise Draft Purpose and Need Statements to Comply with CEQA Requirements (CEQA)	\$4,472		\$4,472
5	2	Prepare and Distribute Preliminary Draft Purpose and Need Statement for Comment	\$9,857	\$0	\$9,857
5	2.1	Prepare and distribute preliminary draft Summary and Project Description for comment (CEQA)	\$7,239		\$7,239
		Task 5 Subtotal	\$34,341	\$0	\$34,341

		EXHIBIT "B" Continued			
Gnoss	Field Airp	ort EIS/EIR			
FINAL (Cost Estin	nate - Phase I	CONSULTA		
			Total Labor Cost	Total	Total Cost
PHASE		CT START-UP THROUGH SCOPING			
Task	Subtask	Description			
6		PRE-SCOPING AND SCOPING ACTIVITIES			
6	1	Develop Plan for Pre-Scoping with Key Agencies	\$15,785		
6	2	Conduct Pre-Scoping with Key Agencies	\$17,208	\$8,040	·
6	3	Prepare Information for Project Scoping Meetings with the Public and Agencies	\$22,235	\$2,630	\$24,865
6	4	Prepare Notice of Intent/Notice of Preparation	\$0	\$0	\$0
6	4.1	Prepare Notice of Intent	\$11,160	\$0	\$11,160
6	4.2	Prepare Notice of Preparation (CEQA)	\$3,380	\$500	\$3,880
6	5	Conduct Project Scoping Meetings with the Public and Agencies	\$12,891	\$6,225	\$19,116
6	6	Scoping Comments and Scoping Report	\$15,220	\$0	\$15,220
6	6.1	Cross-Referencing of Comments per CEQA Requirements	\$5,318	\$0	\$5,318
		Task 6 Subtotal	\$103,197	\$17,415	\$120,612
7		INITIAL CONSULTATIONS AND COORDINATIONS			
7	1	Cooperating Agency Coordination	\$2,590	\$0	\$2,590
7	2	Initial tribal consultation	\$12,686	\$3,750	\$16,436
7	3	Initial Coordination with U.S. Army Corps of Engineers	\$10,925	\$2,840	\$13,765
		Task 7 Subtotal	\$26,201	\$6,590	\$32,791
8		AVIATION FORECASTS AND RUNWAY LENGTH ANALYSIS			
8	1	Aviation Forecasts Analysis	\$34,910	\$3,100	\$38,010
8	2	Runway Length Analysis	\$15,260	\$3,410	\$18,670
8	3	Airport Layout Plan and Master Plan	\$2,920	\$100	\$3,020
8	4	Development Plans and Activity Data for Other Study Area Airports	\$5,170		
8	5	Radar Data	\$0		
8	5.1	Acquire Radar Data	\$3,920	\$250	\$4,170
8	5.2	Process Radar Data	\$9,600		
		Task 8 Subtotal	\$71,780		
9		SEASON-SENSITIVE FIELD INVESTIGATIONS			
9	1	Wetlands and Other Jurisdictional Waters	\$23,110	\$750	\$23,860
9	2	Conduct Preliminary Biological Habitat Surveys	\$37,026		
9	3	Conduct Preliminary Cultural Resources and Historic Surveys	\$3,698	·	
	J	Task 9 Subtotal	\$63,834		
10		REFINEMENT OF THE PLAN OF STUDY FOR PHASE II	700,004	\$ 4,000	400,004
10		Task 10 Subtotal	\$15,593	\$0	\$15,593
		PHASE I TOTAL	\$13,393		\$15,593
		FINALLIUME	φ 494 ,040	Ψ43,277	φ54U, I 17

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER

CONTRACTOR:	Landrum	& Brown, Inc.				
CONTRACT TITLE:	DNTRACT TITLE: Phase I of a Four Phase Plan of Study for the completion of an Environmental Impact Statement/Environ Impact Report (EIS/EIR) for the Gnoss Field Airport proposed extension of Runway 13/31					
Contractor's professional liable evidence to the County that requirements and restricted so coverage and the County of March 1 accompanifications if a waiver is requested or fill in the contraction of the county	t contract specifically Marin may any all req	or has segregated y to this project or conclusively rely th uests for a reductio	amounts in a specia (2) contractor's general ereon. n/waiver of insurance re	I insurance reserves	fund meeting the fund meeting the fund meeting the fundamental street fundaments from the fundament of the f	ne contract's insurance
			Check Where Applicable	Requested Limit Amount	CAO Use Only	
General Liability Insurance				\$		
Automobile Liability Insuran	ce			\$]
Workers' Compensation Insu	urance			\$		
Professional Liability Deduc	tible			\$		
Professional Liability Deduc	ctible is \$	50,000.				
Please set forth the reasons for	or the req	uested reductions of	or waiver.			
Contract Manager Si	ignature:	N/A				
	Date:					
Ex	xtension:					
Approved by Risk N	Лanager:					

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