

Contract Log # _____

**COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and LANDRUM & BROWN, INC., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Phase 3 of a Four Phase Plan of Study for the completion of an Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Gross 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 \$407,278.00 including direct non-salary expenses. The PROJECT costs will be funded by using available Federal Aviation Administration Grant funds.

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

5. TIME OF AGREEMENT:

This Agreement shall commence on the date this agreement is made and entered into, and shall terminate on March 31, 2012. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) with a two million dollar (\$2,000,000.00) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

(see sample form: ISO - CG 20 10 11 85).

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

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

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

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

Contractor's Professional Liability Insurance may be provided, in part, by self-insurance or large deductible as long as contractor provides: (1) evidence to the County that contractor has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

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

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

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

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

Any and all work product resulting from this agreement is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

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

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

Notices shall be given to Contractor at the following address:

Contractor:	Landrum & Brown, Inc.
	Attn: Rob Adams, Managing Director
Address:	11279 Cornell Park Drive
	Cincinnati, OH 45242
Fax No.	513 530-1278
Telephone No.:	513 530-1201

21. ACKNOWLEDGEMENT OF EXHIBITS

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

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

**APPROVED BY
COUNTY OF MARIN:**

By: _____
PRESIDENT, Board of Supervisors

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____



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

REASON(S) REVIEW:

- Contract Requires Board of Supervisors' Approval**
- Standard Short Form Content Has Been Modified**
- Optional Review by County Counsel at Department's Request**

County Counsel: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

PHASE III

DEVELOPMENT OF THE DRAFT AND FINAL EIS/EIR

FOR THE PROPOSED EXTENSION OF RUNWAY 13/31, GNOSS FIELD

The following scope of services will be provided by the Contractor:

TASK 1: PHASE III PROJECT MANAGEMENT

Subtask 1.1: General Project Management

Objective: To implement the Project Management protocols for Phase III of the EIS/EIR process and Scope of Services.

Description: L&B will manage Phase III schedule and budget, and its subconsultant staff (Consultant Team) so that the EIS/EIR project remains on schedule and on budget.. Frequent communication 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.

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 scope of services, 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 sub-consultant team members will submit progress reports to L&B on a monthly basis. Copies of these reports will be placed in the Administrative File, the Project File and on the secure project website.

Subtask 1.2: Project Management Team Meetings

Objective: To avoid schedule slippage by maintaining tight control of the project's strategic direction and progress.

Description: The Project Management Team meetings will serve to ensure that the project's focus is continuing to be maintained while also maintaining a realistic schedule. Meeting topics will include a discussion of tasks at hand, their assumptions, progress, and direction. Key issues or anticipated issues that have the potential to affect the schedule will also be discussed. The Project Management Team (PMT) will be comprised of the FAA Project Manager (Doug Pomeroy), the County (Eric Steger, Ken Robbins, and John Roberto), and L&B's Project Manager (Rob Adams) and Deputy Project Manager/Project Coordinator (Sara Hassert). Membership in the PMT may change as the EIS/EIR progresses.

Cost Assumptions:

- **L&B:** L&B Project Manager, Deputy Project Manager and Project Coordinator will attend all telecons. Additional Consultant Team members will join telecons, as necessary. Up to 26 biweekly Project Management Team meetings via telecon will be scheduled for Phase III. In addition no more than (5) and possibly less Project Management Team face-to-face meetings will be scheduled as needed throughout Phase III of the EIS/EIR.

Deliverables: Notes from each telecon, focusing on action items, will be transmitted electronically to the FAA and County and Consultant Team members. Copies of meeting minutes will be placed in the Administrative File, the Project File and on the secure project website.

Subtask 1.3: 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 five (5) team meetings will be held throughout Phase III of the EIS/EIR. These meetings will be held via telecon and will be held "on-demand," as well as regularly 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 which shall include the following members as needed for the particular topic:
- **Civil Engineering Solutions:**
- **Foothill Associates:**
- **Kleinfelder:**
- **Tremaine & Associates:**
- **Urban Alternatives:**

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 1.4: Continued Management of an Internal Use Secure EIS/EIR Project Website

Objective: To continue from Phases I and II the management of the 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: The secure project web site developed in Phase I, Subtask 2.5, will be maintained 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 web site 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 of Phase I.

Cost Assumptions:

- **L&B:** Oversight of the website material
- **Urban Alternatives:** Assist with maintenance of secure project web site.

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

TASK 2: MANAGEMENT OF THE ADMINISTRATIVE FILE AND PROJECT FILE

Objective: To continue from Phase I and II the assembly, management, and maintenance of 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, the Index to the Administrative File and the Project File for Phase III of 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.

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.

Subtask 2.1: 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
11279 Cornell Park Drive
Cincinnati, OH 45242
Phone: 513-530-5333
ATTN: Gness Field Airport EIS/EIR Project Administrator

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 repository 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 2.2: Administrative File Project Coordination

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 emailed Records Management Updates to the Project Team. The updates will provide specific instructions, advisories, and changes or enhancements to the established records management procedures.

Subtask 2.3: Maintain 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 will continue to maintain 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.

Deliverable: Upon completion of the project (i.e., Record of Decision), three CD copies of the A/F, Index to the A/F and the P/F will be delivered to both the FAA and the County. One paper copy of the A/F and one paper copy of the Index to the A/F will be delivered to the FAA.

Subtask 2.4: Public File Maintenance (CEQA)

Description: For County purposes, in accordance with CEQA, the County Department of Public Works will be responsible for maintaining a paper copy of the 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.

Cost Assumptions:

- **L&B:** Will provide County with copies of Administrative File contents for inclusion in Public File.

Deliverable: Administrative File and continual coordination with County regarding contents of Public File.

TASK 3: PROJECT COMMUNICATIONS

Subtask 3.1: Management/Maintenance of a Public EIS/EIR Project Website

Objective: To continue from Phases I and II the management of an EIS/EIR web site for use by the general public in obtaining information about the EIS/EIR process and study.

Description: The public use project web site established in Phase I would be maintained through Phase III. General information regarding the EIS/EIR, the NEPA and CEQA processes, and Project Team contact information would be posted. The following information will be posted on the web site upon approval and direction of FAA.

- Public Scoping/Workshop/Meeting/Hearing notices, Fact Sheet, handouts, and comment forms
- 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.

Cost Assumptions:

- **L&B:** Provide continued oversight of material posted on web site and coordination with FAA and the County of Marin.
- **Urban Alternatives:** Continued development and maintenance of web site content, graphic template, and frames; manage, and maintain project website, and posting of information as directed by L&B.

Deliverable: The continued management of a public web site that will be designed, maintained, and updated by the Consultant Team, at the direction of FAA.

TASK 4: DRAFT ENVIRONMENTAL IMPACT STATEMENT /ENVIRONMENTAL IMPACT REPORT

Subtask 4.1.1: Project Team Review of Administrative Draft Environmental Impact Statement/Environmental Impact Report

Objective: To allow the FAA and County thirty (30) days for review of the Administrative DEIS/DEIR.

Description: The FAA and the County will each coordinate their comments on the Administrative DEIS/DEIR and provide their separate comments to the Consultant in electronic format. The County will submit their comments on the ADEIS directly to the FAA for review and final decision. The County will submit their comments on the EIR directly to L&B with a copy provided to the FAA for review and comment.

Subtask 4.1.2. FAA chain of command Draft EIS review

Description: Upon receipt of the Administrative DEIS comments from the FAA, the Consultant Team will incorporate the comments and prepare a revised Admin DEIS document for internal review by the FAA chain-of-command (FAA regional office and possibly FAA HQ office). An additional forty-five (45) days will be allowed for the FAA chain of command review of the revised Administrative Draft EIS.

Subtask 4.2: Edit, Assemble, Produce, and Distribute the Draft Environmental Impact Statement/Environmental Impact Report

Subtask 4.2.1: Upon receipt of the FAA chain of command Administrative DEIS comments, from the FAA, the Consultant Team will incorporate the comments and prepare the final DEIS document. Two print check copies and 12 CDs of the DEIS will be provided to the FAA and County. The Consultant Team will make any final edits and produce the following:

- Print ready electronic file(s);
- 100 hard copies of the Draft EIS and Appendices;
- 200 CDs with the Draft EIS, Draft EIR, and Appendices in PDF format;

The Consultant will be responsible for printing and binding the Draft EIS and Appendices. The County will be responsible for printing and binding the Draft EIR. The County will be responsible for shipping the Draft EIR to Landrum & Brown's Cincinnati Office. The Consultant will be responsible for distributing the Draft EIS, Draft EIR, and Appendices to the various recipients. The FAA and the County will prepare the distribution list and transmittal letters that will accompany each document.

For purposes of compliance with NEPA, the public comment period for the EIS will be initiated when EPA publishes the "Draft EIS/EIR Notice of Availability" in the *Federal Register*.

Subtask 4.2.2: Upon receipt of the Administrative DEIR comments from the County the Consultant Team will incorporate the comments and prepare the Draft EIR document. Two print check copies and 12 CDs of the DEIR will be provided to the FAA and County.

The Consultant Team will make any final edits and produce the following:

- Print ready electronic file(s);
- One (1) hard copy prototype of the Draft EIR, which will serve as the guide document for the printer;
- 200 CDs with the Draft EIS, Draft EIR, and Appendices in PDF format;

The Consultant will be responsible for printing and binding the Draft EIS and Appendices. The County will be responsible for printing and binding the Draft EIR. The County will be responsible for shipping the Draft EIR to Landrum & Brown's Cincinnati Office. The Consultant will be responsible for distributing the Draft EIS, Draft EIR, and Appendices to the various recipients. The FAA and the County will prepare the distribution list and transmittal letters that will accompany each document.

The public comment period for purposes of compliance with CEQA will begin when the County issues the Notice of Completion. The comment period on the Draft EIS/EIR will be not less than 45 days and not more than 90 days (CEQA).

Cost Assumptions:

- **L&B:** Assemble eight (8) print check copies of the DEIS/DEIR/Appendices, print and bind 100 hard copies of the Draft EIS and Appendices, distribute 100 hard copies of the Draft EIS/Draft EIR/Appendices, and produce and distribute 400 electronic copies (on CD) of the Draft EIS/Draft EIR/Appendices.

Deliverables:

- Eight (8) print check originals of the Draft EIS/EIR/Appendices for submission to the FAA and the County for final authorization before the Draft EIS/EIR/Appendices are published.
- 100 hard copies of the DEIS/DEIR/Appendices.

- 400 electronic copies (on CD) of Draft EIS/EIR/Appendices.

Subtask 4.3: Notice of Availability of the Draft Environmental Impact Statement

Description: The Consultant will prepare and submit to the FAA a draft electronic version of the Notice of Availability of the Draft EIS including the date, time and location of a public meeting conducted by the FAA to receive public comment on the DEIS. Upon receipt of comments, the Consultant will finalize the Notice of Availability and send an electronic copy back to the FAA. This task further includes the preparation and placement of a display ad in two local newspaper of general circulation and the direct mail-out of the Notices to the project distribution mailing list.

The Notice of Availability of the Draft EIS will include the following:

- A brief description of the proposed project and its location
- The starting and ending dates for the review period
- The date, time, and place for the public hearing
- A list of the places where the document can be obtained and/or reviewed
- The name and address to which written comments can be submitted

Cost Assumptions:

- **L&B:** Preparation of draft and final Notices and distribution of final Notices and place display ad in 2 local newspapers

Deliverables:

- An electronic version of the draft and final Notices for review by the FAA.
- Copying and mailing of the Notices to all applicable agencies on Distribution List.
- Placement of the Notices in 2 local newspapers of general circulation as a display ad.
- Placement of Notices and Draft EIS on Public website and copy to the Administrative File and Project File.

Task 4.4: Notice of Completion of the Draft EIR, per CEQA Requirements (CEQA)

Description: The Consultant will prepare and submit to the County a draft electronic version of the Notice of Completion (NOC) per CEQA Guidelines Section 15085, which is to be filed with the Office of Planning and Research stating that the DEIR is complete. The Notice of Completion will be mailed by certified mail that provides a record of receipt as required by the County including adjacent cities and counties, and State responsible agencies and trustee agencies.

This task further includes the preparation and placement of a display ad in two local newspaper of general circulation and the direct mail-out of the NOC including hard copies and CDs of the Draft EIS/EIR as indicated on the project distribution mailing list provided by the County.

The Notice of Completion will include the following:

- A brief description of the proposed project and its location
- The starting and ending dates for the Draft EIS/EIR review period
- The date, time and place for the public hearing on the Draft EIS/EIR
- A list of significant environmental effects anticipated as a result of the proposed project and whether the project site is a listed toxic site.
- A list of the places where the document can be obtained and/or reviewed

- The name and address to which written comments on the Draft EIS/EIR can be submitted

Cost Assumptions:

- **L&B:** Preparation of draft and final Notices and distribution of final Notices and placement of display ad in two local newspapers of general circulation.

Deliverables:

- An electronic version of the draft and final Notices for review by the County.
- Copying and mailing of the NOC, Draft EIS/EIR, CDs to all applicable agencies, groups, and individuals as indicated on the County's Distribution List. Certified mailing as indicated on the County Distribution List.
- Placement of the NOC in 2 local newspapers of general circulation as a display ad.
- Placement of NOC and Draft EIR on Public website and copy to the Administrative File and Project File.

TASK 5: PUBLIC HEARING ON THE DRAFT EIS/EIR

Objective: The Consultant Team will assist the FAA and the County with the preparation and conduct of a Public Hearing on the Draft EIS/EIR. The public hearing will be held no sooner than 15 days following the posting of the Notice of Availability and Notice of Completion.

Description: The FAA and County of Marin will schedule one public hearing before the end of the public comment period to receive oral and written comments on the Draft EIS/EIR. The time and date of the meeting will be determined by the FAA and County. The County will make all arrangements for holding the public hearing in County office space. Knowledgeable representatives of the Consultant Team are required to attend the public hearing and to listen to comments made on the Draft EIS/EIR. The Consultant team will not be required to respond to comments at the public hearing, but will be required to present the major findings of the Draft EIS/EIR, and to respond only to technical questions asked by the appointed or elected officials conducting the public hearing. The Consultant Team will develop and provide the handouts, Project Fact Sheet, presentation boards, and a Power Point presentation for use in conducting the meeting. The Consultant will provide staff for the oversight of the sign-in sheet and provide a court reporter for a legal transcript at the public hearing.

Cost Assumptions:

- **L&B:** Provide staff at Public Hearing
- **Foothill Associates:** Provide staff at Public Hearing
- **Urban Alternatives:** Assist in preparing information support materials, especially the updated Fact Sheet summarizing key EIS/EIR findings, for use at the Public Hearing. Provide staff for sign-in sheet at Public Hearing and arrange for a court reporter to provide a legal transcript of the hearing.

Deliverables:

- Meeting handouts, presentation boards, and Power Point presentation.
- Consultant to provide court reporter to create official legal transcript of oral comments and meeting proceedings
- Consultant to provide necessary administrative staffing for reception table to include the sign-in sheet and distribution of public comment forms.

Subtask 5.1: Public Comments and Official Transcript of Hearing

Objective: As a result of the Public Hearing on the Draft EIS/EIR, collect all comments, letters, or petitions and distribute a copy of the original official transcript of the hearing to the FAA and County.

Description: Originals of all comment letters, petitions, and other comments, as well as the official transcript of the Public Hearing will be provided to the FAA and County and then copied by the Consultant Team for inventory and processing. All written and oral comments submitted will be categorized by subject and whether the comment is NEPA or CEQA related and incorporated into a comment database system, which was created during the Scoping Process (reference Phase I, Task 5.6) and will continue to be maintained throughout the course of the EIS/EIR.

Cost Assumptions:

- **L&B:** Maintenance of comment database system. All comments will be reviewed, summarized, and cross-referenced to the commenter.

Deliverables:

- To FAA and County: Copy of the transcript, comment letters, petitions, and other comments received at Public Hearing
- To Consultant Team: Copies of the transcript, scoping letters, petitions, and other comments received at Public Hearing.
- Maintenance of Comment database system, which will contain all written and oral comments, and will be maintained throughout the course of the project.
- Copies of the comments, letters and petitions will be placed in the Administrative File and Project File. The Comment database will be available through the secure website.

TASK 6: POSSIBLE REFINEMENT OF THE SCOPE OF SERVICES FOR PHASE III

Objective: As a result of comments, letters or data received Draft EIS/EIR, it may become necessary to modify the Scope of Services. If this becomes necessary, the Schedule and Cost Estimate would require adjustments also.

Description: If needed, based upon the public review and comment process or other identified issues, the Consultant Team will refine the Scope of Services for Phase III 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 Scope of Services, the schedule and cost estimate to complete the services, if necessary. A contract amendment would subsequently be negotiated as needed. This approach will ensure that the Phase III scope accurately reflects the input from the public and agencies received during scoping.

Deliverables (if Subtask is necessary):

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

TASK 7: DEVELOPMENT OF RESPONSES TO COMMENTS RECEIVED ON THE DRAFT EIS/EIR

Subtask 7.1: Analysis of Comments Received on the Draft EIS/EIR

Objective: Compile and index comment documents received, identify individual issues that require response within comment documents, and organize and categorize issues that need responses.

Description: Landrum & Brown will analyze all written and oral comments received on the Draft EIS/EIR. Comments will be logged into a computerized database system. All comments will be reviewed, summarized, and cross-referenced to the commentator. The comments will be organized into subject matter format to be included as an Appendix to the Final EIS/EIR. The FAA and County will review all written comments received on the Draft EIS/EIR during the public comment period to determine if the comments are NEPA or CEQA related. The FAA and County will consult and convey their determinations to Landrum & Brown for either NEPA or CEQA analysis and response development. CEQA only comments and responses will be identified and appended to the Final EIR

Comments will be logged into a database using Microsoft Excel or a compatible database that can be easily translated into Microsoft Excel. The following process will be used:

- Each comment document received will be assigned a sequential identification number
- Landrum & Brown will review each comment document and identify and enter into the database the following information:
 - Name and address of the commentator
 - Document Identification number
 - Tag if CEQA only comment
 - Identify potential impacts or other issues raised in the comment document, based on a coding system approved by the FAA
 - Will numerically track each distinct comment in the response to comment document.
- Landrum & Brown will prepare a list of issues based on comments received, including a summary statement of each issue and shall propose organization and content of Master Responses.
- **L&B:** Review, summarize, and cross-reference to the commentator all comments received on the Draft EIS/EIR. Log all comments into a computerized database system. Organize comments into a format to be included as an appendix to the Final EIS/EIR

Cost Assumptions: *If the FAA determines that it is necessary to perform additional analyses significantly beyond that contemplated in this Scope of Services or if the total number of comments received on the Draft EIS exceeds five hundred (500) individual and separate responses, the additional analyses or responses to comments will be performed under a revision to this Scope of Services as directed by the FAA. Master responses combining many similar individual comments shall be considered as one response.)*

Deliverables: Computerized database system containing a log of all comments received, cross-referenced by commentator

Subtask 7.2.1: Preparation of Responses to Comments on Draft EIS

Objective: The Project Team will confer (via teleconference) on the EIS comments received and identify comments requiring responses. Based on this teleconference meeting, the Consultant Team will prepare draft responses for review by the FAA and County.

Description: The FAA has final authority as to the content and adequacy of the Responses to Comments. Under the MOU, the County of Marin is to be given an opportunity to review the Responses to Comments and transmit its recommendations on adequacy to the FAA for consideration.

Subtask 7.2.2: Preparation of Responses to Comments on Draft EIR (CEQA)

Objective: The Project Team will confer (via teleconference) on the EIR comments received and identify comments requiring responses. Based on this teleconference meeting, the Consultant Team will prepare draft responses for review by the County.

Description: The County has final authority as to the content and adequacy of the Responses to EIR Comments. Under the MOU, the FAA is to be given an opportunity to review the Responses to EIR Comments and transmit its recommendations on adequacy to the County for consideration.

The FAA and County will review all comments and the Consultant Team will draft responses. It is expected that many items commented upon will have been discussed adequately in the DEIS/DEIR. In those cases, the Consultant Team will draft a brief but complete explanation of the adequacy of the DEIS/DEIR with respect to the comment, with a reference to the appropriate section(s) of the DEIS/DEIR. For comments on items not included in the DEIS/DEIR, the Consultant Team will prepare responses. If the comment requires additional EIS analysis beyond the Phase 2 Scope of Services, and if so directed by the FAA, the consultant Team will perform necessary additional investigations or prepare additional or modified material for inclusion in the Final EIS to respond to the comment. Likewise if the comment requires additional EIR analysis beyond the Phase 2 Scope of Services, and if so directed by the County, the consultant Team will perform necessary additional investigations or prepare additional or modified material for inclusion in the Final EIR. Any additional investigations or studies and the preparation of additional materials, if significantly beyond that contemplated in this work scope, will require a revision to this Scope of Services before they can be undertaken. If the additional studies or investigations are prepared by others, the Consultant Team will be responsible for supervising the studies and recommending to the FAA or County an appropriate response to the comment. The FAA will oversee this process and approve the substantive issues that will receive EIS responses. The FAA will determine the adequacy of the EIS responses. FAA will respond to EIS comments and questions concerning FAA policies and procedures. The County will oversee and approve the substantive issues that will receive EIR responses. The County will determine the adequacy of the EIR responses. County will respond to EIR comments and questions concerning County policies and procedures.

Cost Assumptions:

- **L&B:** Prepare responses up to five hundred (500) EIS comments for inclusion in appendix of Final EIS and up to seventy-five (75) comments for inclusion in the appendix of the Final EIR.

- **Civil Engineering Solutions:** Prepare responses to comments for inclusion in appendix of Final EIS/EIR
- **Foothill Associates:** Prepare responses to comments for inclusion in appendix of Final EIS/EIR
- **Kleinfelder:** Prepare responses to comments for inclusion in appendix of Final EIS/EIR
- **Tremaine & Associates:** Prepare responses to comments for inclusion in appendix of Final EIS/EIR
- **Urban Alternatives:** Prepare responses to comments for inclusion in appendix of Final EIS/EIR

Deliverables: Prepare up to five hundred (500) responses to NEPA comments for inclusion in appendix of Final EIS and up to seventy-five (75) responses for CEQA comments for inclusion in the appendix of the Final EIR. NEPA comments will be counted based on the number of different comments received. For example one comment letter may contain 14 different and distinct questions and comments. Therefore the letter will be counted as 14 comments. On the other hand if the same comment is made on 14 different letters. The comment will be counted as 1 comment.

TASK 8: FINAL ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT

Subtask 8.1: Development of Administrative Final Environmental Impact Statement/Environmental Impact Report

Objective: The consultant team will submit an Administrative Final EIS/EIR to the FAA and County for their review and comments.

Description: The Administrative Final EIS/EIR will be organized in the same format as the Draft EIS/EIR; a format that meets the approval of the FAA and County. and will include all components required for a complete EIS/EIR document under Federal and State regulations and County procedures.

Cost Assumptions:

- **L&B:** Assembly, production, and distribution of two hard copies and electronic versions in Microsoft Word to the FAA and two hard copies and electronic version to County of Marin.

Deliverables: Four (4) hard copies and electronic versions in Microsoft Word of Administrative Final EIS/EIR for FAA and County use.

Subtask 8.2.1: Project Team Review of Administrative Final Environmental Impact Statement/Environmental Impact Report

Objective: To allow the FAA and County of Marin 30 days for review of the Administrative Final EIS/EIR.

Description: The FAA and the County will each coordinate their comments on the Administrative FEIS/FEIR and provide their separate comments to the Consultant in electronic format. The County will submit their comments on the AFEIS directly to the FAA for review and final decision. The County will submit their comments on the FEIR directly to L&B with a copy provided to the FAA for review and comment.

Subtask 8.2.2. FAA chain of command Administrative Final EIS review:

Description: Upon receipt of the Administrative FEIS comments from the FAA, the Consultant Team will incorporate the comments and prepare a revised Admin FEIS document for internal review by the FAA chain-of-command (FAA regional office and possibly FAA HQ office). An additional forty-five (45) days will be allowed for the FAA chain of command review of the revised Admin Final EIS document.

Subtask 8.3.1: Edit, Assemble, Produce and Distribute Final Environmental Impact Statement

Description: Upon receipt of FAA comments on the FAA chain-of-command Administrative Final EIS the consultant team will incorporate the comments and prepare the Final EIS document. Two print check copies and 12 CDs of the FEIS will be provided to the FAA and County. The Consultant Team will make any final edits and produce the following:

- Print ready electronic file(s);
- 100 hard copies of the Final EIS and Appendices;
- 200 CDs with the Final EIS, Final EIR, and Appendices in PDF format;

The Consultant will be responsible for printing and binding the Final EIS and Appendices. The County will be responsible for shipping the Final EIR to Landrum & Brown's Cincinnati Office. The Consultant will be responsible for distributing the Final EIS, Final EIR, and Appendices to the various recipients. The FAA and the County will prepare the distribution list and transmittal letters that will accompany each document.

For purposes of compliance with NEPA, the public comment period for the Final EIS/EIR will be initiated when EPA publishes the "Final EIS/EIR Notice of Availability" in the *Federal Register*. The minimum No Action period on the FEIS will be 30 days. The comment period on the Final EIR will be 30 days.

Cost Assumption:

- **L&B:** Assemble four (4) print check copies of the FEIS and Appendices, print and bind 100 hard copies of the FEIS and Appendices, distribute 100 hard copies of the Final EIS and Appendices, and produce and distribute 200 electronic copies (on CD) of the Final EIS/Final EIR/Appendices.

Deliverables:

- Four print check originals of the FEIS and Appendices for submission to the FAA and the County for final authorization before the FEIS and Appendices are published.
- 100 hard copies of the FEIS and Appendices.
- 200 electronic copies (on CD) of FEIS/FEIR/Appendices.

Subtask 8.3.2: Edit, Assemble, Produce and Distribute Final Environmental Impact Report (CEQA)

Description: Upon receipt of the Administrative FEIR comments from the County the Consultant Team will incorporate the comments and prepare the Final EIR document. Two print check copies and 12 CDs of the FEIR will be provided to the County.

The Consultant Team will make any final edits and produce the following:

- Print ready electronic file(s)
- One (1) hard copy prototype of the Final EIR, which will serve as the guide document for the printer;

The County will be responsible for printing and binding the Final EIR. The County will be responsible for shipping the Final EIR to Landrum & Brown's Cincinnati Office. The Consultant will be responsible for distributing the Final EIS, Final EIR, and Appendices to the various recipients. The FAA and the County will prepare the distribution list and transmittal letters that will accompany each document.

Cost Assumptions:

- **L&B:** Assemble two (2) print check copies of the FEIR, one (1) hard copy prototype of the FEIR, and 200 electronic copies (on CD) of the Final EIS/Final EIR/Appendices.

Deliverables:

- Two (2) print check originals of the FEIR for submission to the County for final authorization before the FEIR are published.
- One (1) hard copy prototype of the FEIR.
- 200 electronic copies (on CD) of Final EIS/Final EIR/Appendices.

Subtask 8.4: Notice of Availability of the Final Environmental Impact Statement

Description: The Consultant will prepare and submit to the FAA a draft electronic version of the Notice Availability of the Final EIS for review and comment. Upon receipt of comments, the Consultant will finalize the Notice and send an electronic copy back to the FAA. This task further includes the preparation and placement of a display ad in two local newspapers of general circulation and the direct mail-out of the Notices to the project distribution mailing list.

The Notice of Availability will include the following:

- A brief description of the proposed project and its location
- The ending date- for the 30 day No Action period
- A list of the places where the document can be obtained and/or reviewed
- The name and address to which written comments can be submitted

Cost Assumptions:

- **L&B:** Preparation of draft and final EIS Notices and distribution of final EIS Notices and place display ad in 2 local newspapers of general circulation.

Deliverables:

- An electronic version of the draft and final EIS Notice for review by the FAA.
- Copying and mailing of the EIS Notice to all applicable agencies on Distribution List.
- Placement of the Notices in 2 local newspapers of general circulation as a display ad.
- Placement of Notices on Public website and copy to the Administrative File and Project File.

Subtask 8.5: Notice of Determination and Resolutions Certifying the Final EIR, per CEQA Requirements

Description: The County will prepare a Notice of Determination and Resolutions certifying the Final EIR following the Board of Supervisors Decision on the project, per CEQA Guidelines.

Cost Assumptions:

Deliverables: None: County of Marin is responsible for completion of this subtask.

TASK 9: ASSIST WITH THE DEVELOPMENT OF RECORD FOR NOTICE OF DECISION FOR EIS AND FOR CERTIFICATION OF FINAL EIR

Subtask 9.1 ASSISTANCE WITH FINAL FEDERAL FINDING

Objective: To assist the FAA in preparing the necessary documentation that is consistent with the final Federal finding on the EIS.

Description: The FAA will receive all comments on the Final EIS/EIR during the mandatory 30-day period following the publication of the Notice of Availability by the U.S. Environmental Protection Agency (EPA) of the Final EIS/EIR in the *Federal Register*.

Depending on the outcome of the environmental process, the FAA may request assistance in the development of a final decision on the EIS. The Consultant Team will be available to draft the necessary documentation that is consistent with the final Federal findings of the EIS.

Subtask 9.2 Assist County of Marin with Certification of the Final EIR and Notice of Determination(CEQA)

Objective: To assist the County in the County's preparation of the necessary resolutions and notices required for certification of the EIR and decision on the proposed project.

Description: The County of Marin will make the Final EIS/EIR available for public review and will accept written comments on the Final EIS/EIR for a period of no less than fifteen (15) days following notice of availability of the Final EIR as set forth in Marin County's Environmental Review Guidelines.

Depending on the outcome of the environmental process, the County may request assistance in the County's development of the final resolutions on the EIR and proposed project, which would require a modification to this Scope of Services and associated cost estimate and project schedule.

Subtask 9.2.1 Preparation of Amended Response to Comments

Objective: To prepare a written response to written comments received on the Final EIR.

Description: Following the FEIR review period the County shall collect and review all written comments received on the FEIR. The County will review the comments received and will forward the written comments received on the Final EIR to the Consultant. The County will direct the Consultant on the appropriate response and may request technical assistance from the Consultant team in responding to specific comments. An administrative draft Addendum to the Final EIR that will include all comment letters received and the written responses to those letters shall be prepared by the Consultant and provided to the County for review and comment.

Upon receipt of edits to the administrative draft Addendum from the County the consultant shall prepare the final Addendum to the Final EIR. Any changes warranted to the text of the FEIR will be in the form of an errata, and will not require editing and production of a Revised FEIR.

Cost Assumption:

- **L&B:** Prepare written responses to comments received on the Final EIR as directed by the County. The written responses will be included in a typed Addendum report and errata for FEIR if necessary. The report Addendum including any necessary errata will be emailed to the County and the County will reproduce the Addendum at its own expense. As directed by the County, L&B has allocated 48 hours of consultant time to prepare the Addendum to the Final EIR. If the Consultant finds after reviewing the written comments and County direction that additional time beyond that allocated is needed to prepare written responses; the Consultant will inform the County. If necessary a revised scope of services and cost will be negotiated between the Consultant and the County for preparing the written responses.
- **Civil Engineering Solutions:** Participate as needed.
- **Foothill Associates:** Participate as needed
- **Kleinfelder:** Participate as needed.
- **Tremaine & Associates:** Participate as needed.

Deliverables:

- To the County an electronic version of the administrative draft Addendum to the Final EIR
- To the County an electronic version of the final Addendum to the Final EIR.

Subtask 9.2.2: Assist County with Preparation and Conduct of Public Hearing to Certify the Final EIR

Objective: To provide professional support to the County for the Public Hearing to Certify the Final EIR.

Description: The Consultant shall assist the County with the preparation and conduct of a public hearing to certify the Final EIR. The County will make arrangements for holding the public hearing and the County will be responsible for preparing the CEQA findings and EIR Certification Resolution. The Consultant shall attend the Public Hearing, and respond only to technical questions asked by the elected officials conducting the public hearing.

Cost Assumptions:

- **L&B:** Attend and participate in Public Hearing to certify the Final EIR at County offices In San Rafael, California.

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:

Cost Estimate			CONSULTANT TEAM TOTAL		
			Total Labor Cost	Total Expenses	Total Cost
PHASE III - DEVELOPMENT OF FINAL EIS and EIR					
1		<u>PHASE III PROJECT MANAGEMENT</u>			
1	1	<i>General Project Management</i>	\$44,327	\$0	\$44,327
1	2	<i>Project Management Team Meetings</i>	\$21,393	\$3,000	\$24,393
1	3	<i>Consultant Team Meetings</i>	\$10,161	\$0	\$10,161
1	4	<i>Continued Management of Internal Use Secure EIS/EIR Project Web Site</i>	\$2,500	\$0	\$2,500
		Task 1 Subtotal	\$78,381	\$3,000	\$81,381
2		<u>PHASE III MANAGEMENT OF ADMINISTRATIVE FILE (A/F) & PROJECT FILE (P/F)</u>			
2	1	<i>Maintenance of A/F, Index to A/F, & P/F</i>	\$4,500	\$2,000	\$6,500
2	2	<i>A/F Project Coordination</i>	\$4,195	\$0	\$4,195
2	3	<i>Maintain A/F Access by Project Team Members</i>	\$1,515	\$0	\$1,515
2	4	<i>Public File Maintenance (CEQA)</i>	\$4,840	\$0	\$4,840
		Task 2 Subtotal	\$15,050	\$2,000	\$17,050
3		<u>PHASE III PROJECT COMMUNICATIONS</u>			
3	1	<i>Management/Maintenance of Public EIS/EIR Project Web Site</i>	\$9,875	\$125	\$10,000
		Task 3 Subtotal	\$9,875	\$125	\$10,000
4		<u>DRAFT ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT</u>			
4	1.1	<i>Project Team Review of Administrative Draft EIS/EIR</i>	\$0	\$3,000	\$3,000
4	1.2	<i>FAA Chain of Command Draft EIS Review</i>	\$9,988	\$4,200	\$14,188
4	2	<i>Edit, Assemble, Produce, & Distribute the Draft EIS and EIR (See also sub-tasks below)</i>	\$29,870	\$0	\$29,870
4	2.1	<i>Prepare Print-Check Copies of Draft EIS and distribute to FAA for review; Production of Draft EIS for agency/public review and comment</i>	\$2,720	\$35,000	\$37,720
4	2.2	<i>Prepare Print-Check Copies of Draft EIR and distribute to County for review; Production of Draft EIR for agency/public review and comment</i>	\$2,720	\$5,000	\$7,720
4	3	<i>Notice of Availability of Draft EIS</i>	\$960	\$1,500	\$2,460
4	4	<i>Notice of Completion of the Draft EIR, per CEQA Requirements (CEQA)</i>	\$960	\$2,000	\$2,960
		Task 4 Subtotal	\$47,218	\$50,700	\$97,918

Cost Estimate			CONSULTANT TEAM TOTAL		
			Total Labor Cost	Total Expenses	Total Cost
5		<u>PUBLIC HEARING ON THE DRAFT EIS/EIR</u>			
5	1	<i>Public Comments & Official Transcript of Hearing</i>	\$7,840	\$9,500	\$17,340
		Task 5 Subtotal	\$7,840	\$9,500	\$17,340
6		<u>POSSIBLE REFINEMENT OF THE SCOPE OF SERVICES FOR PHASE III</u>			
		Task 6 Subtotal	\$2,000	\$0	\$2,000
7		<u>DEVELOPMENT OF RESPONSES TO COMMENTS RECEIVED ON DRAFT EIS/EIR</u>			
7	1	<i>Analysis of Comments Received on Draft EIS/EIR</i>	\$6,078	\$0	\$6,078
7	2.1	<i>Preparation of Responses to Comments on Draft EIS</i>	\$38,663	\$0	\$38,663
7	2.2	<i>Preparation of Responses to Comments on Draft EIR (CEQA)</i>	\$14,767	\$0	\$14,767
		Task 7 Subtotal	\$59,507	\$0	\$59,507
8		<u>FINAL ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT</u>			
8	1	<i>Development of Administrative Final EIS and EIR</i>	\$2,220	\$2,000	\$4,220
8	2.1	<i>Project Team Review of Administrative Final EIS/EIR</i>	\$530	\$3,000	\$3,530
8	2.2	<i>FAA Chain of Command Administrative Final EIS Review</i>	\$5,170	\$4,700	\$9,870
8	3.1	<i>Edit, Assemble, Produce, & Distribute the Final EIS to FAA for Review; Produce Final EIS for FAA's use for agency/public review and comment</i>	\$29,870	\$36,000	\$65,870
8	3.2	<i>Edit, Assemble, Produce, & Distribute the Final EIR to County for Review; produce and distribute Final EIR</i>	\$1,660	\$6,000	\$7,660
8	4	<i>Notice of Availability of Final EIS</i>	\$960	\$1,500	\$2,460
		Task 8 Subtotal	\$40,410	\$53,200	\$93,610
9		<u>ASSIST WITH DEVELOPMENT OF THE RECORD OF DECISION FOR EIS AND THE CERTIFICATION OF FINAL EIR</u>			
9	1	<i>Assistance with Final Federal Finding</i>	\$11,432	\$0	\$11,432
9	2.1	<i>Preparation of Amended Response to Comments on Final EIR (CEQA)</i>	\$11,280	\$200	\$11,480
9	2.2	<i>Assist County with Preparation and Conduct of Public Hearing to Certify the Final EIR</i>	\$3,760	\$1,800	\$5,560
		Task 9 Subtotal	\$26,472	\$2,000	\$28,472
		PHASE III SUBTOTAL	\$286,753	\$120,525	\$407,278

EXHIBIT "D"

FAA SPECIAL PROVISIONS

TRAFFICKING IN PERSONS:

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

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

B. Definitions. For purposes of this award term:

1. "Employee" means either:

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

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

3. "Private entity":

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

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

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

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

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

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

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

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

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

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