

2/10/15

#26

Attachment A

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Coffman Associates, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

Provide airport land use planning consulting services for four (4) general public use airports within Monterey County (RFQ #10451)
_____.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 486,025.

3. **TERM OF AGREEMENT.** The term of this Agreement is from February 10, 2015 to February 10, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A **Scope of Services/Payment Provisions**

Exhibit B **Incorporation of Request for Qualifications (RFQ) #10451 and Statement of Qualification Documents**

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Steven Benson, CEO
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Coffman Associates, Inc. 237 North West Blue Parkway Lee's Summit, MO 64063
Address	Address
(831) 755-8966	(816) 524-3500
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: *Cynthia Y. Gerson*
County Counsel

Date: 2-8-15

Approved as to Fiscal Provisions²

By: *[Signature]*
Auditor/Controller

Date: 2-2-15

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Coffman Associates, Inc.
Contractor's Business Name*

By: *[Signature]*
(Signature of Chair, President, or Vice-President)*

STEVEN G. BENSON, CEO
Name and Title

Date: 1-30-15

By: *[Signature]*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Stephen C. Wagner, CFO
Name and Title

Date: 1-30-15

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000
²Approval by Auditor/Controller is required for all Professional Service Agreements
³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Coffman Associates, Inc.
Contractor's Business Name*

By: Steven G. Benson
(Signature of Chair, President, or Vice-President)*

STEVEN G. BENSON, CEO
Name and Title

Date: 1-30-15

By: Stephen C. Wagner
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)*

Stephen C. Wagner, CFO
Name and Title

Date: 1-30-15

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

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³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, Resource Management Agency – Planning,
hereinafter referred to as “County”

and

Coffman Associates, Inc. hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide an update of the Airport Land Use Compatibility Plans (ALUCP), Environmental Documentation, and approval support for the County.

Introduction

The ALUCP Update Scope of Services is being prepared to establish the framework and task descriptions for updating the ALUCP documents for Monterey Regional, Marina Municipal, Salinas Municipal, and Mesa Del Rey Airports. Monterey Regional and Marina Municipal Airport ALUCP Updates are currently being drafted under separate contract. This Scope of Services will only include tasks for *California Environmental Quality Act* (CEQA) documentation and Airport Land Use Commission (ALUC) approval support for Monterey Regional and Marina Municipal Airports. Tasks for complete ALUCP updates for Salinas Municipal and Mesa Del Rey Airports are included in this Scope of Services.

The ALUCP updates will incorporate subsequent changes in the latest edition of the Caltrans *Airport Land Use Planning Handbook* (2011), circumstances that may have invalidated previous policies, and compatibility criteria. Still valid policies may be retained, while new policies may be developed for those policies no longer valid or considered to be unacceptable or unworkable. Coordination between County and CONTRACTOR will be essential to bring together all facts and data relevant to the project effort and to develop a mutual agreement regarding future land use development in the vicinity of the County’s public use airports.

PHASE I

ELEMENT 1 – PREPARE FUNDING STRATEGY AND GRANT APPLICATION(S)

Task 1.1 - Prepare Funding Strategy

Prepare a summary of possible funding sources for the public outreach and CEQA environmental documentation for the Monterey Regional and Marina Municipal Airport ALUCPs. Funding sources for the preparation of complete ALUCPs for Salinas Municipal and Mesa Del Rey Airports, and ALUC approval support will also be identified and pursued. Airport sponsors and jurisdictions in the vicinity of the airports will be identified, negotiation points will be developed, and memorandum of agreements initiated.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

As funding sources are identified, grant applications for Caltrans and/or other funding sources will be prepared for funding ALUCP update studies, CEQA documentation, and support services as needed.

Responsibilities:

CONTRACTOR: Primary responsibility for task.

County: Review.

Product: Summary of funding sources, negotiation points, initiation of memorandum of agreements, and grant applications as needed for ALUCP update studies, CEQA documents, and support services.

ELEMENT 2 – ALUC COORDINATION AND POLICY DEVELOPMENT

Task 2.1 - Prepare a Summary of General ALUCP Policies

Identify general policies, including geographic scope for each ALUCP, definitions, types of actions reviewed, types of airport impacts, ALUC overrule policies, ALUCP updates, review processes, and general compatibility criteria.

Responsibilities:

CONTRACTOR: Primary responsibility for task.

County: Review.

Product: Up to twenty (20) hard copies of a summary document outlining general ALUCP policies.

Task 2.2 - Attend ALUC Meeting to Review Summary of General ALUCP Policies

Meet with and give a presentation to the ALUC on the proposed County-wide ALUCP policies. The presentation will address the source, potential impacts, and potential benefits of each proposed policy.

Responsibilities:

CONTRACTOR: Provide presentations and necessary graphics for the meetings.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations and any meeting notices or mailing, if determined to be appropriate.

Product: Presentation at ALUC coordination meeting.

Task 2.3 - Prepare a General ALUCP Policy Plan

Based on the results of Tasks 2.1 and 2.2, refine general ALUCP policies and prepare a general ALUCP policy plan.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County: Review.

Product: Up to twenty (20) hard copies of a general ALUCP plan.

Task 2.4 - Attend ALUC Meeting to Review General ALUCP Policy Plan

Meet with and give a presentation to the ALUC on the County-wide ALUCP policy plan.

Responsibilities:

CONTRACTOR: Provide presentations and necessary graphics for the meetings.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations and any meeting notices or mailing, if determined to be appropriate.

Product: Presentation at ALUC coordination meeting.

PHASE II

ELEMENT 1 – MONTEREY REGIONAL AIRPORT, PUBLIC OUTREACH, CEQA INITIAL STUDY AND ALUCP APPROVAL SUPPORT

Task 1.1 - Public Workshop #1

A public workshop will be held to provide an opportunity for the general public to participate in the ALUCP update process. The purpose of the workshop will be to discuss the Draft ALUCP, obtain input into the final recommended land use compatibility policies, and discuss the upcoming Initial Study. An open-house format is planned for this workshop.

Responsibilities:

CONTRACTOR: Provide meeting notices, print ads, presentations, and necessary graphics for the meetings.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations, send meeting notices or mailing, and publish print ads if determined to be appropriate.

Product: Public workshop.

Task 1.2 – Displacement Analysis

Using Geographical Information System (GIS) data sets already developed as part of the Monterey Regional ALUCP Update, an analysis of the impact of the updated safety, noise, and airspace zones on future planned and zoned development will be prepared for the airport influence area. This analysis will be summarized in a series of tables and text.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Product: A displacement analysis for incorporation into the Initial Study for the ALUCP Update.

Task 1.3 – Prepare Administrative Draft Initial Study (IS)

The CONTRACTOR will prepare an Administrative Draft of the IS of Environmental Impacts in accordance with CEQA and Monterey County guidelines. It is anticipated that the only environmental concerns which would need to be addressed to any significant degree are those involving noise, safety, housing, and land use. The CONTRACTOR will submit up to five (5) hard copies of the IS for staff review.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review. As necessary, ALUC staff will review material with the ALUC.

Product: Up to five (5) hard copies of the Administrative Draft IS for the ALUCP Update.

Task 1.4 – Prepare Final IS

The CONTRACTOR will incorporate staff comments from the Administrative Draft IS and prepare the Final IS for the Monterey Regional Airport ALUCP Update. Both electronic and printed copies of this document will be prepared. The CONTRACTOR will submit up to twenty (20) hard copies of the Final IS and for posting the document on the County's website.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review. As necessary, ALUC staff will review material with the ALUC.

Product: Up to twenty (20) hard copies of the Final IS for the ALUCP Update. One (1) electronic copy of the document for posting on the County's website.

Task 1.5 – Determine Environmental Documentation (CEQA)

Based on the IS, the ALUC will determine the appropriate form of CEQA documentation for the proposed ALUCP Update. In the event that the completed IS shows that there is no substantial evidence that the proposed ALUCP Update may have a significant impact on the environment, or that mitigation measures incorporated into the ALUCP would avoid any significant impacts, ALUC may adopt a Negative Declaration (ND) or Mitigated Negative Declaration (MND). If the ALUC determines on the basis of the completed IS that there is substantial evidence the ALUCP may have significant environmental effects, or that it is unclear whether the ALUCP would have such effects and there is serious public controversy and/or disagreement among experts concerning potential significant effects, a Notice of Preparation (NOP) will be distributed indicating that an Environmental Impact Report (EIR) will be prepared for the project.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: Assist ALUC in determining and distributing the IS and any Notice of Determination (NOD) (for ND or MND) or NOP (for EIR).

County: Decide whether to adopt a ND or MND, or to prepare an EIR.

Product: NOD or NOP as needed.

Task 1.6 - Additional Environmental Documentation (To Be Determined)

Preparation of a focused EIR, as agreed to by the ALUC. The EIR document may be focused to address a limited number of potentially significant impacts, as may have been identified in the IS. The final Scope of Services and cost for this task will be based on negotiations between the County and the CONTRACTOR.

Responsibilities:

CONTRACTOR: Prepare an EIR.

County: Negotiate the final Scope of Services and cost for the preparation of the additional environmental documentation.

Product: An EIR.

Task 1.7 – Response to Comments

CONTRACTOR will provide written responses to comments received during the notice period.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Responses to comments.

Task 1.8 – Public Workshop #2

A public workshop will be held to provide an opportunity for the general public to comment on the Draft ALUCP. An open-house format is planned for this workshop.

Responsibilities:

CONTRACTOR: Provide meeting notices, print ads, presentations, and necessary graphics for the meetings.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations, send meeting notices or mailing, and publish print ads if determined to be appropriate.

Product: Public workshop.

Task 1.9 – ALUC Meeting

Attend ALUC meeting and give a presentation on the Draft ALUCP Update and IS.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: Attend ALUC meeting and give a presentation in a workshop format on the Draft ALUCP and IS.

County: Coordinate jointly with CONTRACTOR.

Product: Presentation to the ALUC.

Task 1.10 - Prepare Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials

Prepare the Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials.

Responsibilities:

CONTRACTOR: Design, write, and print a final report.

County: Review and distribute. ALUC staff will review material with the ALUC.

Product: A final report documenting the complete ALUCP Update. Thirty (30) hard copies shall be provided. A digital version of the plan will also be provided on CD.

MONTEREY REGIONAL AIRPORT OPTIONAL TASKS

Task 1.11 – Additional Mapping and Analysis

Should GIS data files for the mapping and analysis not exist for existing land uses, zoning, general/specific plan land uses, or other information necessary to complete the project, time from this task will be used to generate/prepare this information. County approval will be needed for using time from this task.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task after County approval.

County: Request as needed.

Product: Additional project mapping and analysis as needed.

Task 1.12 – Additional Coordination and Meeting

As requested by the County, the CONTRACTOR will participate in conference calls, assist with staff reports, and prepare presentation materials. As requested by the County, the CONTRACTOR will attend up to one (1) meeting and give a presentation. The purpose of this meeting will be to discuss topics as requested by the County at any time during the ALUCP Update and IS process.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: Participate in conference calls, assist with staff reports, and prepare presentation materials as requested by the County. Attend up to one (1) meeting and provide a presentation and necessary graphics for the meeting as requested by the County.

County: Coordinate jointly with CONTRACTOR. Provide for meeting location and any meeting notices or mailing, if determined to be appropriate.

Product: General coordination tasks as requested by the County. Up to one (1) meeting is budgeted and attended by up to two (2) CONTRACTOR team members.

Task 1.13 – Assistance to ALUC During CEQA Approval Process

CONTRACTOR will provide assistance to ALUC staff as needed during the CEQA approval process. CONTRACTOR shall provide assistance with presentation graphics, PowerPoint presentations, and staff report review under this task.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Request as needed.

Product: Assistance with presentation graphics, PowerPoint presentations, and staff report review during the approval process.

Task 1.14 - Response to Public Hearing Comments

Responses will be prepared to all comments raised at the public hearing and submitted in writing during the official comment period.

Responsibilities:

CONTRACTOR: Prepare responses to comments. Submit them to County for review.

County: Review and approval of responses to comments.

Product: Responses to comments received at public hearing and submitted in writing during the official comment period.

ELEMENT 2 – MARINA MUNICIPAL AIRPORT, PUBLIC OUTREACH, CEQA IS AND ALUCP APPROVAL SUPPORT

Task 2.1 - Public Workshop #1

A public workshop will be held to provide an opportunity for the general public to participate in the ALUCP update process. The purpose of the workshop will be to discuss the Draft ALUCP, obtain input into the final recommended land use compatibility policies, and discuss the upcoming IS. An open-house format is planned for this workshop.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: Provide meeting notices, print ads, presentations, and necessary graphics for the meetings.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations, send meeting notices or mailing, and publish print ads if determined to be appropriate.

Product: Public workshop.

Task 2.2 – Displacement Analysis

Using GIS data sets already developed as part of the Marina Municipal ALUCP Update, an analysis of the impact of the updated safety, noise, and airspace zones on future planned and zoned development will be prepared for the airport influence area. This analysis will be summarized in a series of tables and text.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: A displacement analysis for incorporation into the Initial Study for the ALUCP Update.

Task 2.3 – Prepare Administrative Draft IS

The CONTRACTOR will prepare an Administrative Draft of the IS of Environmental Impacts in accordance with CEQA and Monterey County guidelines. It is anticipated that the only environmental concerns which would need to be addressed to any significant degree are those involving noise, safety, housing, and land use. The CONTRACTOR will submit up to five (5) hard copies of the IS for staff review.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review. As necessary, ALUC staff will review material with the ALUC.

Product: Up to five (5) hard copies of the Administrative Draft IS for the ALUCP Update.

Task 2.4 – Prepare Final IS

The CONTRACTOR will incorporate staff comments from the Administrative Draft IS and prepare the Final IS for the Marina Municipal Airport ALUCP Update. Both electronic and printed copies of this document will be prepared. The CONTRACTOR will submit up to twenty (20) hard copies of the Final IS and for posting the document on the County's website.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County: Review. As necessary, ALUC staff will review material with the ALUC.

Product: Up to twenty (20) hard copies of the Final IS for the ALUCP Update. One (1) electronic copy of the document for posting on the County's website.

Task 2.5 - Determine Environmental Documentation (CEQA)

Based on the IS, the ALUC will determine the appropriate form of CEQA documentation for the proposed ALUCP Update. In the event that the completed IS shows that there is no substantial evidence that the proposed ALUCP Update may have a significant impact on the environment, or that mitigation measures incorporated into the ALUCP would avoid any significant impacts, ALUC may adopt a ND or MND. If the ALUC determines on the basis of the completed IS that there is substantial evidence the ALUCP may have significant environmental effects, or that it is unclear whether the ALUCP would have such effects and there is serious public controversy and/or disagreement among experts concerning potential significant effects, a NOP will be distributed indicating that an EIR will be prepared for the project.

Responsibilities:

CONTRACTOR: Assist ALUC in determining and distributing the IS and any NOD (for ND or MND) or NOP (for EIR).

County: Decide whether to adopt a ND or MND, or to prepare an EIR.

Product: NOD or NOP as needed

Task 2.6 - Additional Environmental Documentation (To Be Determined)

Preparation of a focused EIR, as agreed to by the ALUC. The EIR document may be focused to address a limited number of potentially significant impacts, as may have been identified in the IS. The final Scope of Services and cost for this task will be based on negotiations between the County and the CONTRACTOR.

Responsibilities:

CONTRACTOR: Prepare an EIR.

County: Negotiate the final Scope of Services and cost for the preparation of the additional environmental documentation.

Product: An EIR.

Task 2.7 – Response to Comments

CONTRACTOR will provide written responses to comments received during the notice period.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Responses to comments.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2.8 – Public Workshop #2

A public workshop will be held to provide an opportunity for the general public to comment on the Draft ALUCP. An open-house format is planned for this workshop.

Responsibilities:

CONTRACTOR: Provide meeting notices, print ads, presentations, and necessary graphics for the meetings.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations, send meeting notices or mailing, and publish print ads if determined to be appropriate.

Product: Public workshop.

Task 2.9 – ALUC Meeting

Attend ALUC meeting and give a presentation on the Draft ALUCP Update and IS.

Responsibilities:

CONTRACTOR: Attend ALUC meeting and give a presentation in a workshop format on the Draft ALUCP and IS.

County: Coordinate jointly with CONTRACTOR.

Product: Presentation to the ALUC.

Task 2.10 - Prepare Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials

Prepare the Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials.

Responsibilities:

CONTRACTOR: Design, write, and print a final report.

County: Review and distribute. ALUC staff will review material with the ALUC.

Product: A final report documenting the complete ALUCP Update. Twenty (20) hard copies shall be provided. A digital version of the plan will also be provided on CD.

MARINA MUNICIPAL AIRPORT OPTIONAL TASKS

Task 2.11 – Additional Mapping and Analysis

Should GIS data files for the mapping and analysis not exist for existing land uses, zoning, general/specific plan land uses, or other information necessary to complete the project, time from this task will be used to generate/prepare this information. County approval will be needed for using time from this task.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task after County approval.
County: Request as needed.

Product: Additional project mapping and analysis as needed.

Task 2.12 – Additional Coordination and Meeting

As requested by the County, the CONTRACTOR will participate in conference calls, assist with staff reports, and prepare presentation materials. As requested by the County, the CONTRACTOR will attend up to one (1) meeting and give a presentation. The purpose of this meeting will be to discuss topics as requested by the County at any time during the ALUCP Update and IS process.

Responsibilities:

CONTRACTOR: Participate in conference calls, assist with staff reports, and prepare presentation materials as requested by the County. Attend up to one (1) meeting and provide a presentation and necessary graphics for the meeting as requested by the County.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations and any meeting notices or mailing, if determined to be appropriate.

Product: General coordination tasks as requested by the County. Up to one (1) meeting is budgeted and attended by up to two (2) CONTRACTOR team members.

Task 2.13 – Assistance to ALUC During CEQA Approval Process

CONTRACTOR will provide assistance to ALUC staff as needed during the CEQA approval process. CONTRACTOR shall provide assistance with presentation graphics, PowerPoint presentations, and staff report review under this task.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.
County: Request as needed.

Product: Assistance with presentation graphics, PowerPoint presentations, and staff report review during the approval process.

Task 2.14 – Response to Public Hearing Comments

Responses will be prepared to all comments raised at the public hearing and submitted in writing during the official comment period.

Responsibilities:

CONTRACTOR: Prepare responses to comments. Submit them to County for review.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County: Review and approval of responses to comments.

Product: Responses to comments received at public hearing and submitted in writing during the official comment period.

ELEMENT 3 – SALINAS MUNICIPAL AIRPORT ALUCP UPDATE

Task 3.1 – Project Web Site

Each working paper (draft chapter), as well as a summary of the Preliminary Draft ALUCP, will be hosted on a project-specific website until the plan is approved/accepted by the ALUC. All material will be removed from the CONTRACTOR's web page after plan acceptance/approvals are obtained from the ALUC.

Responsibilities:

CONTRACTOR: Host the working papers and Preliminary Draft ALUCP on its web page.

County: Review and comment.

Product: Public web page access to the working papers and Preliminary Draft ALUCP Update.

Task 3.2 – Secure Baseline Data and Documents and Hold Public Workshop #1

This element will develop a preliminary assessment of the potentially important issues which must be addressed in the ALUCP Update. Changes which have occurred since the last ALUCP in the surrounding communities will be identified, as will preliminary issues of concern to affected agencies and airport users. Work on the project will begin immediately after receipt of the Notice to Proceed. Project staff will coordinate with the County and make appointments with airport staff at the airport, local planning agencies, and others as deemed necessary by the County or CONTRACTOR. The County will provide the latest based aircraft list and aircraft operations information for the airport.

The intent of these meetings is to secure all necessary data and discuss with the affected agencies their impressions of current noise and airport land use compatibility issues. It is essential to establish coordination with key agencies from the very beginning of the study. The local land use agencies, for example, have sole control over potentially important aspects of the program. It is crucial that the CONTRACTOR develop good working relationships with their representatives and clearly understand their concerns.

A public workshop will be held to discuss goals, objectives, and planning issues for the ALUCP update. Presentation graphics and sign-up sheets will be prepared.

This element will result in background information describing existing conditions and planning issues. It will bring together updated information needed to prepare the Preliminary Draft ALUCP.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: CONTRACTOR will obtain all relevant existing documents, perform on-site inspection of facilities, and conduct interviews with local officials. Prepare meeting notices and materials for the public workshop.

County: Assist CONTRACTOR with collection of data, including coordinating any necessary interviews with tenants. Assist CONTRACTOR with identification of relevant land use control documents. Provide a meeting location and publish meeting notices.

Product: Data on airport facilities, operations, airspace and air traffic control, and land use controls for input to later tasks. Public workshop.

Task 3.3 – Base Mapping

Based on locally available GIS digital maps, prepare digital mapping for the airport study area. If local GIS digital mapping does not exist, the newest available digital photogrammetric quality aerial photography will be used. Local maps will be used as necessary to ensure the map is up-to-date. Base maps will show the street and railroad network, the major facilities on the airport, the airport property line, major streams and ponds, and political boundaries. This base mapping will provide the basis for detailed maps developed throughout the planning process. The maps will be prepared for use in the report and for public presentations.

Responsibilities:

CONTRACTOR: CONTRACTOR will prepare a digital base map.

County: Assist CONTRACTOR with collection of the existing airport layout plans and property maps for the airport. Assist in collecting mapping from local communities. Review CONTRACTOR-developed maps.

Product: Base maps to be used throughout the study.

Task 3.4 – Aerial Photography

The most recent digital aerial photography will be obtained from existing sources that encompasses an area somewhat larger than the anticipated Part 77 conical surface for the airport. The aerial will be imported into the GIS mapping software for the purposes of updating/determining existing land uses.

Responsibilities:

CONTRACTOR: CONTRACTOR will obtain aerial photography and import into GIS software environment.

County: Assist with aerial photography acquisition and review.

Product: Aerial photography coverage of an area somewhat larger than the anticipated Part 77 conical surface for the airport.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.5 – Existing Land Use

Review existing GIS land use maps (if available), aerial photography, general plans, and other documentation of existing land use in the study area. A windshield survey will be conducted as needed to verify land uses that cannot be determined with the aerial photography. Data will be obtained for the airport study area.

Responsibilities:

CONTRACTOR: CONTRACTOR will conduct work under this task.

County: Assist CONTRACTOR with the collection of land use maps and data, as available. Review CONTRACTOR's land use map.

Product: Existing land use map and non-compatible land use data for input to later tasks.

Task 3.6 – Future Land Use Controls and Plans

Review existing zoning ordinances, subdivision regulations, building codes, land use and transportation plans, area capital improvement programs, and other documentation of land use management in the study area. Tables and exhibits of the zoning, future land use plan designations, and improvement project information will be prepared.

Responsibilities:

CONTRACTOR: CONTRACTOR will review reports and documents from area planning agencies.

County: Review.

Product: Tables and exhibits for analysis in later tasks.

Task 3.7 – Review Existing Airport Land Use Compatibility Guidelines, Policies, and Criteria

Review noise, overflight, safety, and airspace compatibility guidelines, policies, and criteria from a variety of sources, including the current Comprehensive Airport Land Use Plan, 14 CFR Federal Aviation Regulation Parts 77 and 150, FAA Advisory Circulars 150/5200-33 and 150/5300-13, the latest edition of the Caltrans *Airport Land Use Planning Handbook*, and other sources in the CONTRACTOR's library.

Responsibilities:

CONTRACTOR: Primary responsibility for task.

County: Review.

Product: Summary of noise, overflight, safety, and airspace land use guidelines, policies, and criteria from a variety of sources that have influence on the ALUCP Update.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.8 – Identify Height Limit Surfaces for Airspace Protection

Based on the review of information in Task 3.2 and the most recent Part 77 surfaces for the airport and available terrain data, height limit surfaces will be determined using GIS software.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Salinas Municipal Airport Part 77 exhibits and analysis of height limit surfaces.

Task 3.9 – Identify and Analyze Accident Risk to Develop Safety Compatibility Policies and Criteria

Based on the review of information in Task 3.2 and accident data from the most recent version of the *California Airport Land Use Compatibility Handbook*, accident risk potential will be determined in the vicinity of the airport. GIS software is anticipated to be used for this analysis.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Maps and analysis of accident risk potential and implications, and draft safety compatibility policies and criteria.

Task 3.10 – Define Noise and Overflight Implications

Based on the review of information in Task 3.2, aviation forecasts from other sources, aircraft fleet mix, flight tracks, and noise exposure contours will be prepared for the current year and the 20-year forecast condition. Noise exposure contours down to 55 CNEL will be prepared. It is anticipated that the latest version of the Integrated Noise Model (INM) will be used to develop the noise contours. GIS software and base mapping from Task 3.3 is anticipated to be used as a base for this analysis and determining any potential impacts. Criteria and policies will also be developed.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Aviation forecasts, aircraft fleet mix, flight tracks, and noise contour maps and analysis of noise and overflight implications. Noise contour map, based on the current year and the 20-year projection for Salinas Municipal Airport, including 55, 60, 65, and 70 CNEL, and proposed safety compatibility criteria and policy.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.11 – Identify Airport Land Use Compatibility Issues and Policies, and Develop Draft Airport Influence Area (AIA) Boundary

Identify noise, overflight, safety, and airspace compatibility issues based on existing land use patterns, potential future development patterns, existing and forecasted noise contours, and the compatibility guidelines reviewed in the previous task. Based on these issues, identify land use compatibility policies for consideration. Develop Draft AIA boundary for policy implementation.

Responsibilities:

CONTRACTOR: Primary responsibility for task.

County: Review.

Product: Documentation of airport land use compatibility issues and policies. Draft AIA Boundary map.

Task 3.12 – Refinement of Noise, Overflight, Safety and Airspace Protection Compatibility Policies and Implementation Materials, Including Refinement of AIA Boundary Map.

Based on the results of Tasks 3.3 to 3.11 and the public workshop, refined noise, overflight, safety, and airspace protection compatibility policies will be developed.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Refined noise, overflight, safety, and airspace protection compatibility policies and AIA map.

Task 3.13 – Prepare Preliminary Draft ALUCP

Information gathered and analyzed in Tasks 3.3 to 3.12 will be summarized in a report format to facilitate further coordination and consideration by key stakeholders and the general public. The following outline of the document will be used.

CHAPTER 1

- I. Introduction
 - A. Scope of the Plan
 - B. State Authorization
 - C. Description of ALUC
 - D. Authority of ALUC
- II. General Policies and Plan Implementation Overview
 - A. Plan Purpose and Need
 - B. Amendments of the ALUCP
 - C. Applicability of the ALUCP
 - D. AIA Boundary

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- E. General Land Use Compatibility Policies
- F. ALUCP Implementation

CHAPTER 2

- I. Salinas Municipal Airport Environs
 - A. Airport Setting
 - B. Study Area
 - C. Existing Land Use
 - D. Land Use Planning Policies and Regulations
 - E. Airport Noise Exposure and Noise Abatement/Mitigation Programs

CHAPTER 3

- I. Salinas Municipal Airport
 - A. Airport Facilities
 - B. Airport Activity Data
 - C. Future Airport Improvements

CHAPTER 4

- A. Safety Compatibility Policies and Criteria
- B. Noise Compatibility Policies and Criteria
- C. Height Compatibility Policies and Criteria
- D. Airspace Protection Compatibility Policies and Criteria

APPENDICES

- A. Airport Noise Analysis
- B. Safety Compatibility Issues and Alternatives
- C. Noise Compatibility Issues and Alternatives
- D. Height Restriction Issues and Alternatives
- E. Implementation Materials

Responsibilities:

CONTRACTOR: Primary responsibility for task.

County: Review and coordination. ALUC staff will review material with the ALUC.

Product: Preliminary Draft ALUCP. Twenty (20) hard copies shall be provided to the County.

Task 3.14 – ALUC Meeting and Public Workshop #2

Attend ALUC meeting and give a presentation on the Preliminary Draft ALUCP Update. The purpose of the presentation will be to discuss the Preliminary Draft ALUCP Update in order to obtain input into the final ALUCP. Following the ALUC meeting, a public workshop will be held to provide an opportunity for the general public to comment on the Preliminary Draft ALUCP. An open-house format is planned for this workshop.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: Provide meeting notices, print ads, presentations, and necessary graphics for the meetings.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations, send meeting notices or mailing, and publish print ads if determined to be appropriate.

Product: ALUC meeting and public workshop.

Task 3.15 – Revision of Noise, Overflight, Safety and Airspace Protection Compatibility Policies and Implementation Materials as needed

Based on the results of the ALUCP coordination meetings and workshop identified in Task 3.14, refinements to the noise, overflight, safety and airspace protection compatibility policies will be made as needed.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Refined noise, overflight, safety, and airspace protection compatibility policies and criteria.

Task 3.16 – Prepare Draft ALUCP

Information gathered in Tasks 3.14 and 3.15 will be used to prepare the Draft ALUCP and to facilitate further coordination and consideration by the ALUC and general public. The outline in Task 3.13 of this document will be used.

Responsibilities:

CONTRACTOR: Primary responsibility for task.

County: Review and coordination. ALUC staff will review material with the ALUC.

Product: Draft ALUCP. Twenty (20) hard copies shall be provided to the County.

Task 3.17 – Displacement Analysis

Using GIS data sets already developed as part of the Salinas Municipal Airport ALUCP Update, an analysis of the impact of the updated safety, noise, and airspace zones on future planned and zoned development will be prepared for the airport influence area. This analysis will be summarized in a series of tables and text.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Product: A displacement analysis for incorporation into the IS for the ALUCP Update.

Task 3.18 – Prepare Administrative Draft IS

The CONTRACTOR will prepare an Administrative Draft of the IS of Environmental Impacts in accordance with CEQA and Monterey County guidelines. It is anticipated that the only environmental concerns which would need to be addressed to any significant degree are those involving noise, safety, housing, and land use. The CONTRACTOR will submit up to five (5) hard copies of the IS for staff review.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review. As necessary, ALUC staff will review material with the ALUC.

Product: Up to five (5) hard copies of the Administrative Draft IS for the ALUCP Update.

Task 3.19 – Prepare Final IS

The CONTRACTOR will incorporate staff comments from the Administrative Draft IS and prepare the Final IS for the Salinas Municipal Airport ALUCP Update. Both electronic and printed copies of this document will be prepared. The CONTRACTOR will submit up to twenty (20) hard copies of the Final IS and post the document on the study website.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review. As necessary, ALUC staff will review material with the ALUC.

Product: Up to twenty (20) hard copies of the Final IS for the ALUCP Update.

Task 3.20 - Determine Environmental Documentation (CEQA)

Based on the IS, the ALUC will determine the appropriate form of CEQA documentation for the proposed ALUCP Update. In the event that the completed IS shows that there is no substantial evidence that the proposed ALUCP Update may have a significant impact on the environment, or that mitigation measures incorporated into the ALUCP would avoid any significant impacts, ALUC may adopt a ND or MND. If the ALUC determines on the basis of the completed IS that there is substantial evidence the ALUCP may have significant environmental effects, or that it is unclear whether the ALUCP would have such effects and there is serious public controversy and/or disagreement among experts concerning potential significant effects, a NOP will be distributed indicating that an EIR will be prepared for the project.

Responsibilities:

CONTRACTOR: Assist ALUC in determining and distributing the IS and any NOD (for ND or MND) or NOP (for EIR).

County: Decide whether to adopt a ND or MND, or to prepare an EIR.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Product: NOD or NOP as needed.

Task 3.21 - Additional Environmental Documentation (To Be Determined)

Preparation of a focused EIR, as agreed to by the ALUC. The EIR document may be focused to address a limited number of potentially significant impacts, as may have been identified in the IS. The final Scope of Services and cost for this task will be based on negotiations between the County and the CONTRACTOR.

Responsibilities:

CONTRACTOR: Prepare an EIR.

County: Negotiate the final Scope of Services and cost for the preparation of the additional environmental documentation.

Product: An EIR.

Task 3.22 – Response to Comments

CONTRACTOR will provide written responses to comments received during the notice period.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Responses to comments.

Task 3.23 – ALUC Meeting

Attend ALUC meeting and give a presentation on the Draft ALUCP Update and Initial Study.

Responsibilities:

CONTRACTOR: Attend ALUC meeting and give a presentation in a workshop format on the Draft ALUCP and IS.

County: Coordinate jointly with CONTRACTOR.

Product: Presentation to the ALUC.

Task 3.24 - Prepare Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials

Prepare the Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials.

Responsibilities:

CONTRACTOR: Design, write, and print a final report.

County: Review and distribute. ALUC staff will review material with the ALUC.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Product: A final report documenting the complete ALUCP Update. Twenty (20) hard copies shall be provided. A digital version of the plan will also be provided on CD.

SALINAS MUNICIPAL AIRPORT OPTIONAL TASKS

Task 3.25 – Additional Mapping and Analysis

Should GIS data files for the mapping and analysis not exist for existing land uses, zoning, general/specific plan land uses, or other information necessary to complete the project, time from this task will be used to generate/prepare this information. County approval will be needed for using time from this task.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task after County approval.

County: Request as needed.

Product: Additional project mapping and analysis as needed.

Task 3.26 – Additional Coordination and Meeting

As requested by the County, the CONTRACTOR will participate in conference calls, assist with staff reports, and prepare presentation materials. As requested by the County, the CONTRACTOR will attend up to one (1) meeting and give a presentation. The purpose of this meeting will be to discuss topics as requested by the County at any time during the ALUCP Update and IS process.

Responsibilities:

CONTRACTOR: Participate in conference calls, assist with staff reports, and prepare presentation materials as requested by the County. Attend up to one (1) meeting and provide a presentation and necessary graphics for the meeting as requested by the County.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations and any meeting notices or mailing, if determined to be appropriate.

Product: General coordination tasks as requested by the County. Up to one (1) meeting is budgeted and attended by up to two (2) CONTRACTOR team members.

Task 3.27 – Assistance to ALUC During CEQA Approval Process

CONTRACTOR will provide assistance to ALUC staff as needed during the CEQA approval process. CONTRACTOR shall provide assistance with presentation graphics, PowerPoint presentations, and staff report review under this task.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Request as needed.

Product:

Assistance with presentation graphics, PowerPoint presentations, and staff report review during the approval process.

Task 3.28 – Response to Public Hearing Comments

Responses will be prepared to all comments raised at the public hearing and submitted in writing during the official comment period.

Responsibilities:

CONTRACTOR: Prepare responses to comments. Submit them to County for review.

County: Review and approval of responses to comments.

Product:

Responses to comments received at public hearing and submitted in writing during the official comment period.

ELEMENT 4 – MESA DEL REY AIRPORT ALUCP UPDATE

Task 4.1 – Project Web Site

Each working paper (draft chapter), as well as a summary of the Preliminary Draft ALUCP, will be hosted on a project-specific website until the plan is approved/accepted by the ALUC. All material will be removed from the CONTRACTOR's web page after plan acceptance/approvals are obtained from the ALUC.

Responsibilities:

CONTRACTOR: Host the working papers and Preliminary Draft ALUCP on its web page.

County: Review and comment.

Product:

Public web page access to the working papers and Preliminary Draft ALUCP Update.

Task 4.2 – Base Mapping

Based on locally available GIS digital maps, prepare digital mapping for the airport study area. If local GIS digital mapping does not exist, the newest available digital photogrammetric quality aerial photography will be used. Local maps will be used as necessary to ensure the map is up-to-date. Base maps will show the street and railroad network, the major facilities on the airport, the airport property line, major streams and ponds, and political boundaries. This base mapping will provide the basis for detailed maps developed throughout the planning process. The maps will be prepared for use in the report and for public presentations.

Responsibilities:

CONTRACTOR: CONTRACTOR will prepare a digital base map.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County: Assist CONTRACTOR with collection of the existing airport layout plans and property maps for the airport. Assist in collecting mapping from local communities. Review CONTRACTOR-developed maps.

Product: Base maps to be used throughout the study.

Task 4.3 – Aerial Photography

The most recent digital aerial photography will be obtained from existing sources that encompasses an area somewhat larger than the anticipated Part 77 conical surface for the airport. The aerial will be imported into the GIS mapping software for the purposes of updating/determining existing land uses.

Responsibilities:

CONTRACTOR: CONTRACTOR will obtain aerial photography and import into GIS software environment.

County: Assist with aerial photography acquisition and review.

Product: Aerial photography coverage of an area somewhat larger than the anticipated Part 77 conical surface for the airport.

Task 4.4 – Existing Land Use

Review existing GIS land use maps (if available), aerial photography, general plans, and other documentation of existing land use in the study area. A windshield survey will be conducted as needed to verify land uses that cannot be determined with the aerial photography. Data will be obtained for the airport study area.

Responsibilities:

CONTRACTOR: CONTRACTOR will conduct work under this task.

County: Assist CONTRACTOR with the collection of land use maps and data, as available. Review CONTRACTOR's land use map.

Product: Existing land use map and non-compatible land use data for input to later tasks.

Task 4.5 – Future Land Use Controls and Plans

Review existing zoning ordinances, subdivision regulations, building codes, land use and transportation plans, area capital improvement programs, and other documentation of land use management in the study area. Tables and exhibits of the zoning, future land use plan designations, and improvement project information will be prepared.

Responsibilities:

CONTRACTOR: CONTRACTOR will review reports and documents from area planning agencies.

County: Review.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Product: Tables and exhibits for analysis in later tasks.

Task 4.6 – Review Existing Airport Land Use Compatibility Guidelines, Policies, and Criteria

Review noise, overflight, safety, and airspace compatibility guidelines, policies, and criteria from a variety of sources, including the current Comprehensive Airport Land Use Plan, 14 CFR Federal Aviation Regulation Parts 77 and 150, FAA Advisory Circulars 150/5200-33 and 150/5300-13, the latest edition of the Caltrans *Airport Land Use Planning Handbook*, and other sources in the CONTRACTOR's library.

Responsibilities:

CONTRACTOR: Primary responsibility for task.

County: Review.

Product: Summary of noise, overflight, safety, and airspace land use guidelines, policies, and criteria from a variety of sources that have influence on the ALUCP update.

Task 4.7 – Identify Height Limit Surfaces for Airspace Protection

Using the most recent Part 77 surfaces for the airport and available terrain data, height limit surfaces will be determined using GIS software.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Mesa Del Rey Airport Part 77 exhibits and analysis of height limit surfaces.

Task 4.8 – Identify and Analyze Accident Risk to Develop Safety Compatibility Policies and Criteria

Using accident data from the most recent version of the *California Airport Land Use Compatibility Handbook*, accident risk potential will be determined in the vicinity of the airport. Geographic information system software is anticipated to be used for this analysis.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Maps and analysis of accident risk potential and implications, and draft safety compatibility policies and criteria.

Task 4.9 – Define Noise and Overflight Implications

Aviation forecasts from other sources, aircraft fleet mix, flight tracks, and noise exposure contours will be prepared for the current year and the 20-year forecast condition. Noise exposure

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

contours down to 55 CNEL will be prepared. It is anticipated that the latest version of the INM will be used to develop the noise contours. GIS software and base mapping from Task 4.2 is anticipated to be used as a base for this analysis and determining any potential impacts. Criteria and policies will also be developed.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product:

Aviation forecasts, aircraft fleet mix, flight tracks, and noise contour maps and analysis of noise and overflight implications. Noise contour map, based on the current year and 20-year projection for Mesa Del Rey Airport, including 55, 60, 65, and 70 CNEL, and proposed safety compatibility criteria and policy.

Task 4.10 – Identify Airport Land Use Compatibility Issues and Policies, and Develop Draft AIA Boundary

Identify noise, overflight, safety, and airspace compatibility issues based on existing land use patterns, potential future development patterns, existing and forecasted noise contours, and the compatibility guidelines reviewed in the previous task. Based on these issues, identify land use compatibility policies for consideration. Develop Draft AIA boundary for policy implementation.

Responsibilities:

CONTRACTOR: Primary responsibility for task.

County: Review.

Product: Documentation of airport land use compatibility issues and policies. Draft AIA boundary map.

Task 4.11 – Refinement of Noise, Overflight, Safety and Airspace Protection Compatibility Policies and Implementation Materials, Including Refinement of AIA Boundary map

Based on the results of Tasks 4.2 to 4.10, refined noise, overflight, safety, and airspace protection compatibility policies will be developed.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product:

Refined noise, overflight, safety, and airspace protection compatibility policies and AIA map.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 4.12 – Prepare Preliminary Draft ALUCP

Information gathered and analyzed in Tasks 4.2 to 4.11 will be summarized in a report format to facilitate further coordination and consideration by the County and general public. The following outline of the document will be used.

CHAPTER 1

- I. Introduction
 - A. Scope of the Plan
 - B. State Authorization
 - C. Description of ALUC
 - D. Authority of ALUC
- II. General Policies and Plan Implementation Overview
 - A. Plan Purpose and Need
 - B. Amendments of the ALUCP
 - C. Applicability of the ALUCP
 - D. AIA Boundary
 - E. General Land Use Compatibility Policies
 - F. ALUCP Implementation

CHAPTER 2

- I. Mesa Del Rey Airport Environs
 - A. Airport Setting
 - B. Study Area
 - C. Existing Land Use
 - D. Land Use Planning Policies and Regulations
 - E. Airport Noise Exposure and Noise Abatement/Mitigation Programs

CHAPTER 3

- I. Mesa Del Rey Airport
 - A. Airport Facilities
 - B. Airport Activity Data
 - C. Future Airport Improvements

CHAPTER 4

- A. Safety Compatibility Policies and Criteria
- B. Noise Compatibility Policies and Criteria
- C. Height Compatibility Policies and Criteria
- D. Airspace Protection Compatibility Policies and Criteria

APPENDICES

- A. Airport Noise Analysis
- B. Safety Compatibility Issues and Alternatives
- C. Noise Compatibility Issues and Alternatives
- D. Height Restriction Issues and Alternatives

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

E. Implementation Materials

Responsibilities:

CONTRACTOR: Primary responsibility for task.

County: Review and coordination. ALUC staff will review material with the ALUC.

Product: Preliminary Draft ALUCP. Twenty (20) hard copies shall be provided to the County.

Task 4.13 – Public Workshop

A public workshop will be held to provide an opportunity for the general public to participate in the ALUCP update process. The purpose of the workshop will be to discuss the Preliminary Draft ALUCP and obtain input into the final recommended land use compatibility policies. An open-house format is planned for this workshop.

Responsibilities:

CONTRACTOR: Provide meeting notices, print ads, presentations, and necessary graphics for the meetings.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations, send meeting notices or mailing, and publish print ads if determined to be appropriate.

Product: Public workshop.

Task 4.14 – Revision of Noise, Overflight, Safety and Airspace Protection Compatibility Policies and Implementation Materials as needed

Based on the results of the workshop identified in Task 4.13, refinements to the noise, overflight, safety, and airspace protection compatibility policies will be made as needed.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Refined noise, overflight, safety, and airspace protection compatibility policies and criteria.

Task 4.15 – Prepare Draft ALUCP

Information gathered in Task 4.14 will be used to prepare the Draft ALUCP and to facilitate further coordination and consideration by the ALUC and general public. The outline in Task 4.12 of the document will be used.

Responsibilities:

CONTRACTOR: Primary responsibility for task.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County: Review and coordination. ALUC staff will review material with the ALUC.

Product: Draft ALUCP. Twenty (20) hard copies shall be provided to the County.

Task 4.16 – Displacement Analysis

Using GIS data sets already developed as part of the Mesa Del Rey Airport ALUCP Update, an analysis of the impact of the updated safety, noise, and airspace zones on future planned and zoned development will be prepared for the airport influence area. This analysis will be summarized in a series of tables and text.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: A displacement analysis for incorporation into the Initial Study for the ALUCP Update.

Task 4.17 – Prepare Administrative Draft IS

The CONTRACTOR will prepare an Administrative Draft of the IS of Environmental Impacts in accordance with CEQA and Monterey County guidelines. It is anticipated that the only environmental concerns which would need to be addressed to any significant degree are those involving noise, safety, housing, and land use. The CONTRACTOR will submit up to five (5) hard copies of the IS for staff review.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review. As necessary, ALUC staff will review material with the ALUC.

Product: Up to five (5) hard copies of the Administrative Draft IS for the ALUCP Update.

Task 4.18 – Prepare Final IS

The CONTRACTOR will incorporate staff comments from the Administrative Draft IS and prepare the Final IS for the Mesa Del Rey Airport ALUCP Update. Both electronic and printed copies of this document will be prepared. The CONTRACTOR will submit up to twenty (20) hard copies of the Final IS and post the document on the study website.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review. As necessary, ALUC staff will review material with the ALUC.

Product: Up to twenty (20) hard copies of the Final IS for the ALUCP Update.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 4.19 – Determine Environmental Documentation (CEQA)

Based on the IS, the ALUC will determine the appropriate form of CEQA documentation for the proposed ALUCP Update. In the event that the completed IS shows that there is no substantial evidence that the proposed ALUCP Update may have a significant impact on the environment, or that mitigation measures incorporated into the ALUCP would avoid any significant impacts, ALUC may adopt a ND or MND. If the ALUC determines on the basis of the completed IS that there is substantial evidence the ALUCP may have significant environmental effects, or that it is unclear whether the ALUCP would have such effects and there is serious public controversy and/or disagreement among experts concerning potential significant effects, a NOP will be distributed indicating that an EIR will be prepared for the project. This Scope of Services does not include the preparation of an EIR.

Responsibilities:

CONTRACTOR: Assist ALUC in determining and distributing the IS and any NOD (for ND or MND) or NOP (for EIR).

County: Decide whether to adopt a ND or MND, or to prepare an EIR.

Product: NOD or NOP as needed.

Task 4.20 – Additional Environmental Documentation (To Be Determined)

Preparation of a focused EIR, as agreed to by the ALUC. The EIR document may be focused to address a limited number of potentially significant impacts, as may have been identified in the IS. The final Scope of Services and cost for this task will be based on negotiations between the County and the CONTRACTOR.

Responsibilities:

CONTRACTOR: Prepare an EIR.

County: Negotiate the final Scope of Services and cost for the preparation of the additional environmental documentation.

Product: An EIR.

Task 4.21 – Response to Comments

CONTRACTOR will provide written responses to comments received during the notice period.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Review.

Product: Responses to comments.

Task 4.22 – ALUC Meeting

Attend ALUC meeting and give a presentation on the Draft ALUCP Update and IS.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: Attend ALUC meeting and give a presentation in a workshop format on the Draft ALUCP and IS.

County: Coordinate jointly with CONTRACTOR.

Product: Presentation to the ALUC.

Task 4.23 – Prepare Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials

Prepare the Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials.

Responsibilities:

CONTRACTOR: Design, write, and print a final report.

County: Review and distribute. ALUC staff will review material with the ALUC.

Product: A final report documenting the complete Airport Land Use Compatibility Plan Update. Twenty (20) hard copies shall be provided. A digital version of the plan will also be provided on CD.

MESA DEL REY AIRPORT OPTIONAL TASKS

Task 4.24 – Additional Mapping and Analysis

Should GIS data files for the mapping and analysis not exist for existing land uses, zoning, general/specific plan land uses, or other information necessary to complete the project, time from this task will be used to generate/prepare this information. County approval will be needed for using time from this task.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task after County approval.

County: Request as needed.

Product: Additional project mapping and analysis as needed.

Task 4.25 – Additional Coordination and Meeting

As requested by the County, the CONTRACTOR will participate in conference calls, assist with staff reports, and prepare presentation materials. As requested by the County, the CONTRACTOR will attend up to one (1) meeting and give a presentation. The purpose of this meeting will be to discuss topics as requested by the County at any time during the ALUCP Update and IS process.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: Participate in conference calls, assist with staff reports, and prepare presentation materials as requested by the County. Attend up to one (1) meeting and provide a presentation and necessary graphics for the meeting as requested by the County.

County: Coordinate jointly with CONTRACTOR. Provide for meeting locations and any meeting notices or mailing, if determined to be appropriate.

Product: General coordination tasks as requested by the County. Up to one (1) meeting is budgeted and attended by up to two (2) CONTRACTOR team members.

Task 4.26 – Assistance to ALUC During CEQA Approval Process

CONTRACTOR will provide assistance to ALUC staff as needed during the CEQA approval process. CONTRACTOR shall provide assistance with presentation graphics, PowerPoint presentations, and staff report review under this task.

Responsibilities:

CONTRACTOR: CONTRACTOR will be responsible for this task.

County: Request as needed.

Product: Assistance with presentation graphics, PowerPoint presentations, and staff report review during the approval process.

Task 4.27 – Response to Public Hearing Comments

Responses will be prepared to all comments raised at the public hearing and submitted in writing during the official comment period.

Responsibilities:

CONTRACTOR: Prepare responses to comments. Submit them to County for review.

County: Review and approval of responses to comments.

Product: Responses to comments received at public hearing and submitted in writing during the official comment period.

ELEMENT 5 – ADMINISTRATIVE RECORD

Task 5.1 – Prepare an Administrative Record

Throughout the contract period, the CONTRACTOR shall assemble the Administrative Record in an electronic format, including operational links, electronic copies of referenced documents and/or pages of documents used in preparing the environmental documents and ALUCPs for all airports.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Responsibilities:

CONTRACTOR: Responsible for this task.

County: Review and accept.

Product: Digital copy of a final Administrative Record provided to the County on CD.

ELEMENT 6 – GIS IMPLEMENTATION TOOL (Optional Element)

Task 6.1 - Develop GIS Implementation Tool

Work with County to assemble information to be put on GIS Website Tool. This includes vector datasets, aerial photography, and website functionality. Land use dataset as part of the ALUCP Update is to be included as part of data collection. Gather information about hardware and internet connection speeds and any Information Technology (IT) issues at the airport with a focus on internet access. Discuss web browsers used at the airport. GIS Website Tool function will include land use compatibility, obstruction analysis, and reporting. Web-based collaboration will be used through web-meeting technology and conference calls.

Coordinate with the County on the name and appearance of the GIS Website Tool. Discuss website security requirements and passwords. Discuss website functionality and look-and-feel through available web technology. Demonstrate a sample site to facilitate the discussion. After the appearance of the website, security issues, and browsers are determined, load previously discussed data onto CONTRACTOR's servers and create the GIS Website Tool. Notify County of the website and allow thirty (30) days for comments. Web-based collaboration will be used through web-meeting technology and conference calls.

The County's website and data will be hosted by CONTRACTOR for a period of two years under this Scope of Services agreement. This includes backup of the County's data and maintenance of the County's GIS Website Tool. After the two-year host period, monthly website and data hosting fees will be charged based upon the storage file size needed for the County's data and data updates as requested.

Responsibilities:

CONTRACTOR: Responsible for this task.

County: Coordinate jointly with CONTRACTOR. Provide source data and comments as necessary.

Product: GIS Website Tool and two-year website hosting agreement.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- A.2** All written reports required under this Agreement must be delivered to Joseph Sidor, Associate Planner, to the following address:

County of Monterey
Resource Management Agency – Planning
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$25,000 for the performance of Phase I, Elements 1 and 2, for all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the rates in the attached cost estimate.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

- B.2** Services performed under this Agreement shall be provided on a deliverables basis. Services for Phase I shall not exceed the amount of \$25,000 and shall commence upon CONTRACTOR receiving notice to proceed from County. Services for Phase II, including Optional Tasks, shall not exceed the amount of \$461,025 and shall not be performed until funding is available and authorized, and upon CONTRACTOR receiving notice to proceed from County. Total amount of services provided under this Agreement shall not exceed the sum of \$486,025.

B.3 CONTRACTORS BILLING PROCEDURES

Payment for services shall be paid by County to CONTRACTOR in monthly installments proportionate to the amount of work completed in each task listed in this Exhibit A to the Agreement.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

MONTEREY COUNTY AIRPORT LAND USE COMPATIBILITY PLAN UPDATE						
		Coffman Associates (Hourly Rates)				Total
		Principal	Planner	Technical	Expenses	
16-Jul-14		\$ 267	\$ 198	\$ 116		
PHASE I						
ELEMENT 1 – PREPARE FUNDING STRATEGY AND GRANT APPLICATION(S)						
Task 1.1	Prepare Funding Strategy	5	7	4	\$0	\$3,185
Total		5	7	4	\$0	\$3,185
ELEMENT 2 – ALUC COORDINATION AND POLICY DEVELOPMENT						
Task 2.1	Prepare A Summary Of General ALUCP Policies	1	4	2	\$20	\$1,311
Task 2.2	Attend ALUC Meeting To Review Summary of General ALUCP Policies	16	16	2	\$1,900	\$9,572
Task 2.3	Prepare A General ALUCP Policy Plan	1	3	4	\$35	\$1,360
Task 2.4	Attend ALUC Meeting To Review General ALUCP Policy Plan	16	16	2	\$1,900	\$9,572
Total		34	39	10	\$3,855	\$21,815
Phase I Total		39	46	14	\$3,855	\$25,000
PHASE II						
ELEMENT 1 – MONTEREY REGIONAL AIRPORT, PUBLIC OUTREACH, CEQA INITIAL STUDY AND ALUCP APPROVAL SUPPORT						
Monterey Regional Airport Tasks						
Task 1.1	Public Workshop #1	16	16	2	\$2,200	\$9,872
Task 1.2	Displacement Analysis	4	24	64	\$0	\$13,244
Task 1.3	Prepare Administrative Draft Initial Study	4	24	4	\$140	\$6,424
Task 1.4	Prepare Final Initial Study	8	16	4	\$143	\$5,911
Task 1.5	Determine Environmental Documentation (CEQA)	1	1	0	\$0	\$465
Task 1.6	Additional Environmental Documentation (TBD ¹)					
Task 1.7	Response to Comments	8	16	4	\$0	\$5,768
Task 1.8	Public Workshop #2	16	16	2	\$2,200	\$9,872
Task 1.9	ALUC Meeting	16	16	2	\$1,900	\$9,572
Task 1.10	Prepare Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials	4	12	8	\$2,000	\$6,372
Total		77	141	90	\$8,583	\$67,500
Monterey Regional Airport Optional Tasks						
Task 1.11	Additional Mapping and Analysis	4	16	16	\$0	\$6,092
Task 1.12	Additional Coordination and Meeting	16	16	4	\$2,180	\$10,084
Task 1.13	Assistance to ALUC During CEQA Approval Process	4	8	4	\$0	\$3,116
Task 1.14	Response to Public Hearing Comments	4	12	4	\$0	\$3,908
Total		28	52	28	\$2,180	\$23,200
Element 1 Total		105	193	118	\$10,763	\$90,700
ELEMENT 2 – MARINA MUNICIPAL AIRPORT, PUBLIC OUTREACH, CEQA INITIAL STUDY AND ALUCP APPROVAL SUPPORT						
Marina Municipal Airport Tasks						
Task 2.1	Public Workshop #1	16	16	16	\$2,200	\$11,496
Task 2.2	Displacement Analysis	4	24	32	\$0	\$9,532
Task 2.3	Prepare Administrative Draft Initial Study	4	24	4	\$130	\$6,414
Task 2.4	Prepare Final Initial Study	8	16	4	\$141	\$5,909
Task 2.5	Determine Environmental Documentation (CEQA)	1	1	0	\$0	\$465
Task 2.6	Additional Environmental Documentation (TBD ¹)					
Task 2.7	Response to Comments	8	16	4	\$0	\$5,768
Task 2.8	Public Workshop #2	16	16	2	\$1,900	\$9,572
Task 2.9	ALUC Meeting	16	16	2	\$1,900	\$9,572
Task 2.10	Prepare Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials	4	12	8	\$1,000	\$5,372
Total		77	141	72	\$7,271	\$64,100
Marina Municipal Airport Optional Tasks						
Task 2.11	Additional Mapping and Analysis	4	16	16	\$0	\$6,092
Task 2.12	Additional Coordination and Meeting	16	16	4	\$2,180	\$10,084
Task 2.13	Assistance to ALUC During CEQA Approval Process	4	8	4	\$0	\$3,116
Task 2.14	Response to Public Hearing Comments	4	12	4	\$0	\$3,908
Total		28	52	28	\$2,180	\$23,200
Element 2 Total		105	193	100	\$9,451	\$87,300

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

MONTEREY COUNTY AIRPORT LAND USE COMPATIBILITY PLAN UPDATE						
Coffman Associates (Hourly Rates)						
		Principal \$ 267	Planner \$ 198	Technical \$ 116	Expenses	Total
ELEMENT 3 – SALINAS MUNICIPAL AIRPORT ALUCP UPDATE						
Task 3.1	Project Web Site	1	4	8	\$0	\$1,987
Task 3.2	Secure Baseline Data & Docs & Hold Public Workshop #1	20	24	16	\$2,500	\$14,448
Task 3.3	Base Mapping	2	16	20	\$500	\$6,522
Task 3.4	Aerial Photography	0	8	8	\$0	\$2,512
Task 3.5	Existing Land Use	0	8	20	\$0	\$3,904
Task 3.6	Future Land Use Controls and Plans	0	8	16	\$0	\$3,440
Task 3.7	Review Existing ALUC Guidelines, Policies, and Criteria	0	8	0	\$0	\$1,584
Task 3.8	Identify Height Limit Surfaces for Airspace Protection	0	4	8	\$0	\$1,720
Task 3.9	Identify & Analyze Accident Risk to Develop Safety Compatibility Policies & Criteria	0	4	8	\$0	\$1,720
Task 3.10	Define Noise and Overflight Implications	0	4	8	\$0	\$1,720
Task 3.11	Identify Airport Land Use Compatibility Issues and Policies, and Develop Draft Airport Influence Area (AIA) Boundary	2	8	8	\$0	\$3,046
Task 3.12	Refinement of Noise, Overflight, Safety and Airspace Protection Compatibility Policies and Implementation Materials, Including Refinement of Airport Influence Area (AIA) Boundary Map	0	12	12	\$0	\$3,768
Task 3.13	Prepare Preliminary Draft ALUCP	3	18	14	\$500	\$6,489
Task 3.14	ALUC Meeting and Public Workshop #2	24	24	12	\$3,000	\$15,552
Task 3.15	Revision of Noise, Overflight, Safety and Airspace Protection Compatibility Policies and Implementation Materials as needed	0	16	16	\$0	\$5,024
Task 3.16	Prepare Draft Final ALUCP	2	16	16	\$500	\$6,058
Task 3.17	Displacement Analysis	2	24	40	\$0	\$9,926
Task 3.18	Prepare Administrative Draft Initial Study	2	24	4	\$143	\$5,893
Task 3.19	Prepare Final Initial Study	2	16	4	\$144	\$4,310
Task 3.20	Determine Environmental Documentation (CEQA)	1	1	0	\$0	\$465
Task 3.21	Additional Environmental Documentation (TBD ¹)					
Task 3.22	Response to Comments	8	16	4	\$0	\$5,768
Task 3.23	ALUC Meeting	16	16	2	\$1,900	\$9,572
Task 3.24	Prepare Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials	4	12	8	\$1,000	\$5,372
	Total	89	291	252	\$10,187	\$120,800
Salinas Municipal Airport Optional Tasks						
Task 3.25	Additional Mapping and Analysis	4	16	16	\$0	\$6,092
Task 3.26	Additional Coordination and Meeting	16	16	4	\$2,180	\$10,084
Task 3.27	Assistance to ALUC During CEQA Approval Process	4	8	4	\$0	\$3,116
Task 3.28	Response to Public Hearing Comments	4	12	4	\$0	\$3,908
	Total	28	52	28	\$2,180	\$23,200
Element 3 Total						
	Total	117	343	280	\$12,367	\$144,000

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

MONTEREY COUNTY AIRPORT LAND USE COMPATIBILITY PLAN UPDATE						
Coffman Associates (Hourly Rates)						
		Principal \$ 267	Planner \$ 198	Technical \$ 116	Expenses	Total
ELEMENT 4 – MESA DEL REY AIRPORT ALUCP UPDATE						
Task 4.1	Project Web Site	1	4	8	\$0	\$1,987
Task 4.2	Base Mapping	2	16	20	\$500	\$6,522
Task 4.3	Aerial Photography	0	8	8	\$0	\$2,512
Task 4.4	Existing Land Use	0	8	20	\$0	\$3,904
Task 4.5	Future Land Use Controls and Plans	0	8	16	\$0	\$3,440
Task 4.6	Review Existing ALUC Guidelines, Policies, and Criteria	0	8	0	\$0	\$1,584
Task 4.7	Identify Height Limit Surfaces for Airspace Protection	0	4	8	\$0	\$1,720
Task 4.8	Identify & Analyze Accident Risk to Develop Safety Compatibility Policies & Criteria	0	4	8	\$0	\$1,720
Task 4.9	Define Noise and Overflight Implications	0	4	8	\$0	\$1,720
Task 4.10	Identify Airport Land Use Compatibility Issues and Policies, and Develop Draft Airport Influence Area (AIA) Boundary	2	8	8	\$0	\$3,046
Task 4.11	Refinement of Noise, Overflight, Safety and Airspace Protection Compatibility Policies and Implementation Materials, Including Refinement of Airport Influence Area (AIA) Boundary Map	0	12	12	\$0	\$3,768
Task 4.12	Prepare Preliminary Draft ALUCP	3	18	14	\$500	\$6,489
Task 4.13	Public Workshop	16	16	16	\$2,200	\$11,496
Task 4.14	Revision of Noise, Overflight, Safety and Airspace Protection Compatibility Policies and Implementation Materials as needed	0	16	16	\$0	\$5,024
Task 4.15	Prepare Draft Final ALUCP	2	16	16	\$500	\$6,058
Task 4.16	Displacement Analysis	2	24	32	\$0	\$8,998
Task 4.17	Prepare Administrative Draft Initial Study	2	24	4	\$159	\$5,909
Task 4.18	Prepare Final Initial Study	2	16	4	\$160	\$4,326
Task 4.19	Determine Environmental Documentation (CEQA)	1	1	0	\$0	\$465
Task 4.20	Additional Environmental Documentation (TBD ¹)					
Task 4.21	Response to Comments	8	16	4	\$0	\$5,768
Task 4.22	ALUC Meeting	16	16	2	\$1,900	\$9,572
Task 4.23	Prepare Final Airport Comprehensive Airport Land Use Plan Update and Implementation Materials	4	12	8	\$1,000	\$5,372
Total		53	157	102	\$5,919	\$101,400
Mesa Del Rey Airport Optional Tasks						
Task 4.24	Additional Mapping and Analysis	4	16	16	\$0	\$6,092
Task 4.25	Additional Coordination and Meeting	16	16	4	\$2,180	\$10,084
Task 4.26	Assistance to ALUC During CEQA Approval Process	4	8	4	\$0	\$3,116
Task 4.27	Response to Public Hearing Comments	4	12	4	\$0	\$3,908
Total		28	52	28	\$2,180	\$23,200
Element 4 Total						
Total		81	209	130	\$8,099	\$124,600

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

MONTEREY COUNTY AIRPORT LAND USE COMPATIBILITY PLAN UPDATE						
Coffman Associates (Hourly Rates)						
	Principal \$ 267	Planner \$ 198	Technical \$ 116	Expenses	Total	
ELEMENT 5 – ADMINISTRATIVE RECORD						
Task 5.1	Prepare an Administrative Record	4	16	16	\$8	\$6,100
Total		4	16	16	\$8	\$6,100
ELEMENT 6 – GIS IMPLEMENTATION TOOL (Optional Element)						
Task 6.1	Develop GIS Implementation Tool	0	32	16	\$133	\$8,325
Total		0	32	16	\$133	\$8,325
TOTAL ALUCP COSTS BY ELEMENT						
Phase I						
ELEMENT 1 – PREPARE FUNDING STRATEGY AND GRANT APPLICATION(S)		5	7	4	\$0	\$3,185
ELEMENT 2 – ALUC COORDINATION AND POLICY DEVELOPMENT		34	39	10	\$3,855	\$21,815
Phase I Total		39	46	14	\$3,855	\$25,000
Phase II						
ELEMENT 1 – MONTEREY REGIONAL AIRPORT, PUBLIC OUTREACH, CEQA INITIAL STUDY AND ALUCP APPROVAL SUPPORT		77	141	90	\$8,583	\$67,500
ELEMENT 2 – MARINA MUNICIPAL AIRPORT, PUBLIC OUTREACH, CEQA INITIAL STUDY AND ALUCP APPROVAL SUPPORT		77	141	72	\$7,271	\$64,100
ELEMENT 3 – SALINAS MUNICIPAL AIRPORT ALUCP UPDATE		89	291	252	\$10,187	\$120,800
ELEMENT 4 – MESA DEL REY AIRPORT ALUCP UPDATE		53	157	102	\$5,919	\$101,400
ELEMENT 5 – ADMINISTRATIVE RECORD		4	16	16	\$8	\$6,100
Phase II Total (without Optional Tasks)		300	746	532	\$31,968	\$359,900
OPTIONAL TASKS						
Monterey Regional Airport Optional Tasks		28	52	28	\$2,180	\$23,200
Marina Municipal Airport Optional Tasks		28	52	28	\$2,180	\$23,200
Salinas Municipal Airport Optional Tasks		28	52	28	\$2,180	\$23,200
Mesa Del Rey Airport Optional Tasks		28	52	28	\$2,180	\$23,200
ELEMENT 6 – GIS IMPLEMENTATION TOOL (Optional Element)		0	32	16	\$133	\$8,325
Total Phase I and II (with Optional Tasks)		451	1032	674	\$44,676	\$486,025
¹ To be determined. If an environmental impact report is deemed necessary, a scope of services and budget will be prepared under a separate contract.						
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Prices shall remain firm for the initial term of this Agreement and, thereafter, may be adjusted annually. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement. County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

SB
Contractor's Initials

1-30-15
Date

**EXHIBIT B – INCORPORATION OF RFQ #10451 AND
STATEMENT OF QUALIFICATION DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) through RFQ #10451, for Airport Land Use Planning Consulting Services for Four (4) General Public Airports within Monterey County. Coffman Associates, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10451.

RFQ #10451 and the Statement of Qualifications submitted by Coffman Associates, Inc. are hereby incorporated into the Agreement by this reference.