



AGENDA REGULAR MEETING SAN BENITO COUNTY AIRPORT LAND USE COMMISSION

DATE: Thursday, August 16, 2018
3:00 P.M.

LOCATION: Board of Supervisors Chambers, 481 Fourth Street,
Hollister, CA 95023

COMMISSIONERS: Chair Jaime De La Cruz, Vice Chair Tony Boch
Directors Anthony Botelho, Jim Gillio, and Ignacio Velazquez
Alternates: San Benito County: Jerry Muenzer;
City of Hollister: Mickie Solorio Luna; San Juan Bautista: Jim West

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Director's on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

3:00 P.M. CALL TO ORDER:

A. ACKNOWLEDGE Certificate of Posting

B. PUBLIC COMMENT: (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

CONSENT AGENDA

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

- 1. APPROVE** Airport Land Use Commission Draft Meeting Minutes Dated July 19, 2018 – Gomez

REGULAR AGENDA

- 2. AUTHORIZE** Release of Request for Qualifications for the Preparation of an Update to the Land Use Compatibility Plan for the Frazier Lake Airpark – Lezama

Adjourn to ALUC Meeting on Thursday, September 20, 2018. Agenda Deadline is Tuesday, September 4, 2018 at 12:00 P.M.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Council of Governments Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Council's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.

**San Benito County
AIRPORT LAND USE COMMISSION
REGULAR MEETING**

July 19, 2018 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

Chair De La Cruz, Director Boch, Director Botelho, and Director Gillio

MEMBERS ABSENT:

Director Velazquez

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner, Veronica Lezama; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

CALL TO ORDER:

Chair Boch called the meeting to order at 3:29 P.M.

A. Acknowledge Certificate of Posting

Upon a motion duly made by Director Botelho, and seconded by Director Boch, the Directors unanimously approved the Certificate of Posting. Vote: 4/0 motion passes.

B. Public Comment: None

CONSENT AGENDA:

- 1. Approve** Airport Land Use Commission Draft Meeting Minutes dated January 18, 2018 – Gomez
- 2. Find** Solar Project Associated with Assessor Parcel Numbers: 053-360-026-000, 051-152-004-000, 051-110-022-000, 051-110-027-000 and 051-110-029-000, located in San Benito County, **Consistent** with the 2012 Hollister Municipal Airport Land Use Compatibility Plan – Lezama

There was no discussion or public comment on the Consent Agenda.

Upon a motion duly made by Director Botelho, and seconded by Director Gillio, the Directors approved Consent Agenda Item 1. Vote: 4/0 motion passes.

Upon a motion duly made by Director Botelho, and seconded by Director Boch, the Directors adjourned the ALUC Meeting at 3:29 p.m. Vote: 4/0 motion passes.

ADJOURN TO ALUC MEETING THURSDAY, AUGUST 16, 2018.



Staff Report

To: Airport Land Use Commission
From: Veronica Lezama, Transportation Planner Telephone: (831) 637-7665, ext. 204
Date: August 16, 2018
Subject: Frazier Lake Airpark Land Use Compatibility Plan

Recommendation:

AUTHORIZE Release of Request for Qualifications for the Preparation of an update to the Land Use Compatibility Plan for the Frazier Lake Airpark.

Summary:

The San Benito County Airport Land Use Commission (ALUC) adopted the current Comprehensive Land Use Plan for Frazier Lake Airpark in 2001. Subsequently, Caltrans Division of Aeronautics updated the California Airport Land Use Planning Handbook. The Frazier Lake Airpark's Comprehensive Land Use Plan requires updating to reflect the standards set forth in the current Airport Land Use Planning Handbook.

Financial Impact:

The funding agency, Council of Governments, has budgeted \$20,000 in fiscal year 2018/2019 for the preparation of the updated Frazier Lake Airpark Land Use Compatibility Plan. ALUC will serve as the lead agency for the preparation of the updated Plan.

Background:

Airport Land Use Commissions (ALUC) have been established for all counties with public use airports within the State of California. ALUCs are formed with the specific intent of implementing state law, as set forth in Division 9, Part 1, Chapter 4, Article 3.5 (sections 21670 – 21679.5) of the Public Utilities Code, regarding airports and surrounding land use compatibility. The purpose of ALUC is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

As a primary function, ALUC must adopt processes for the preparation, adoption, and amendment of the airport land use compatibility plan for each airport that is served by a scheduled airline or operated for the benefit of the general public. Specifically, PUC Sections 21674(c), 21674.7 and 21675 provide that ALUCs are responsible for the preparation of Airport Land Use Compatibility Plans (ALUCPs), in compliance with the Airport Land Use Planning Handbook. Frazier Lake Airpark is privately owned and is operated for the benefit of the general

public. Caltrans Division of Aeronautics has updated the California Airport Land Use Planning Handbook since the ALUC adopted the 2001 Frazier Lake Airpark's Comprehensive Land Use Plan. The updated Handbook provides guidance for meeting baseline safety and compatibility requirements. The updated Comprehensive Land Use Plan will operate under the name: Frazier Lake Airpark Land Use Compatibility Plan and will be in compliance with the current California Airport Land Use Planning Handbook's standards.

The ALUC is seeking consultant services for the preparation of the Frazier Lake Airpark Land Use Compatibility Plan (Attachment 1). The Request for Qualifications' scope of work was developed in accordance with the California Airport Land Use Planning Handbook.

The project schedule/milestones are identified below.

Date	Schedule/Milestone
August 19, 2018	Release Request for Qualifications
September 7, 2018	Statements of Qualifications Due
October 18, 2018	Award Contract
October 19, 2018	Work Begins
October 18, 2019	Contract Expires

Executive Director Review: _____

Counsel Review: Yes

Enclosure: Request for Qualifications – Frazier Lake Airpark Land Use Compatibility Plan



**Request for Qualifications (RFQ)
Frazier Lake Airpark Land Use
Compatibility Plan**

Release: August 17, 2018

STATEMENT OF QUALIFICATIONS DUE:
September 7, 2018 at 2:00PM

CONTACT:

Veronica Lezama, Project Manager
San Benito County Airport Land Use Commission
330 Tres Pinos Road, Suite C7
Hollister, CA 95023
(831) 637-7665
veronica@sanbenitocog.org
www.sanbenitocog.org

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SECTION 1: INVITATION

The San Benito County Airport Land Use Commission (ALUC) seeks qualifications from licensed and insured consultants for the following:

Update and Preparation of a Land Use Compatibility Plan for the Frazier Lake Airpark

General Background

The San Benito ALUC Board consists of two elected officials appointed from the Hollister City Council, two elected officials appointed from the San Benito County Board of Supervisors and one elected official appointed from the San Juan Bautista City Council. ALUCs have been established for all counties with public use airports within the State of California. ALUCs are formed with the specific intent of implementing state law, as set forth in Division 9, Part 1, Chapter 4, Article 3.5 (sections 21670 – 21679.5) of the Public Utilities Code, regarding airports and surrounding land use compatibility. The purpose of ALUC is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public’s exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

The California State Aeronautics Act (Public Utilities Code, Section 21670 et seq.) requires preparation of an Airport Land Use Compatibility Plan for nearly all public-use airports in the state (Section 21675). Compatibility plans are the fundamental tool used by airport land use commissions in fulfilling their purpose of promoting airport land use compatibility. The law describes the purpose of these plans in essentially the same terms as it uses with respect to the purpose of the commissions themselves (Section 21675(a)).

Airpark Background

Frazier Lake Airpark is geographically located in the north area of San Benito County approximately 8 miles north of Hollister, 40 miles south east of San Jose, and 40 miles northeast of Monterey.

The Airpark is located on 156 acres of land, at an elevation of 153 feet above mean sea level. The Airpark is privately owned and operated by the Frazier Lake Airpark Corporation. The Airpark serves for the benefit of the general public.

Frazier Lake Airpark is unique in two respects; one of its runways is irrigated turf and the other runway surface is water. The turf runway attracts pilots from other airports to the unique experience of landing on a grass surface. The water runway is used both by based aircraft and transient planes needing to rest stop or sanctuary from adverse weather conditions.



SECTION 2: INSTRUCTIONS TO RESPONDENTS - CONSULTING SERVICES

2.1 Preparation of SOQ

Respondents shall submit the completed Statement of Qualifications (SOQ) in response to this Request for Qualifications (RFQ) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name and RFQ description. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. SOQs must be completed in ink, typewritten, or word-processed.

2.2 RFQ Process Schedule

The following is an anticipated RFQ and engagement schedule. The ALUC may change the estimated dates and process as deemed necessary.

Activity	Date
Release RFQ	August 17, 2018
Deadline for Submittals	September 7, 2018
Notify CONSULTANTS for Short List Ranking	September 14, 2018
Interviews with Short Listed CONSULTANTS	To be Determined (TBD)
Notify CONSULTANTS of Final Selection	September 24, 2018
Enter into Contract with Selected Consultant	October 18, 2018

2.3 Submission of SOQ in Response to RFQ

Respondent shall submit two (2) sets of the completed SOQ forms, including the following:

1. Part A - maximum 20 Pages
 - a) Cover letter 1 Page
 - b) Executive summary 2 Pages
 - c) Project understanding 2 Pages
 - d) Firm qualifications 8 Pages
 - e) Resumes of key staff 6 Pages
 - f) Hourly Fee Schedule 1 Page
2. Part B – All of the following Exhibits
 - Exhibit A: Respondent Fact Sheet
 - Exhibit B: Customer References
 - Exhibit C: Designation of any Sub-Contractors
 - Exhibit D: Non-Collusion Declaration
 - Exhibit E: Insurance Requirements
 - Exhibit F: Project Schedule
 - Exhibit G: Standard ALUC Contract

SOQs in response to the RFQ shall be delivered in a **sealed envelope clearly marked as RFQ– Frazier Lake Airpark Land Use Compatibility Plan, addressed to:**

San Benito County Airport Land Use Commission
Attn: Mary Gilbert, Executive Director
330 Tres Pinos Road, C7, Hollister, CA 95023

2.4 On Site Inspection **[Not applicable to this RFP.]**

~~On-site inspection of Respondent's facilities may be performed by the ALUC to ascertain that facilities and equipment will suffice for the requirements and intentions of the specifications.~~

2.5 SOQ Response Due Date

The deadline for submitting an SOQ in response to this RFQ is on **September 7, 2018 @ 2:00 p.m.**, at the office of the San Benito County Airport Land Use Commission/Council of San Benito County Governments, 330 Tres Pinos Road, C7, Hollister, CA 95023. SOQs received will be available to the public for review after the award of the contract.

2.6 Multiple SOQs

Only one SOQ will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one SOQ.

2.7 Late SOQs

All SOQ's submitted in response to the RFQ must be delivered in person or received by mail no later than specified in Section 2.5. Respondents shall be responsible for the timely delivery of their SOQs. SOQs received after the deadline will be unopened and discarded.

2.8 Point of Contact

All questions regarding this RFQ shall be directed to the Airport Land Use Commission, Veronica Lezama, Project Manager, who may be reached by e-mail at veronica@sanbenitocog.org or by phone at (831) 637-7665, Ext. 204. The ALUC Project Manager and ALUC Executive Director may answer questions; no other individual has the authority to respond to any questions submitted unless specifically authorized by the ALUC Executive Director or ALUC Project Manager. Failure to adhere to this process may disqualify the Respondent.

2.9 References

Respondent shall submit Exhibit B—Customer References with the SOQ.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration furnished by the ALUC as Exhibit D to this RFQ.

2.11 Cost of Service

ALUC reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed to costs and cash discounts are to be firm through the end of the contract term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. However, in the case of an announced cost decrease, such decrease shall be passed on to ALUC.

2.12 Reservations

ALUC reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all SOQs without indicating any reasons for such rejection,
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any SOQ or procedure, as part of the RFQ or any subsequent negotiation process.
- Terminate this RFQ and issue a new Request for Qualifications anytime thereafter.
- Procure any materials or services specified in the RFQ by other means.
- Extend any or all deadlines specified in the RFQ, including deadlines for accepting SOQs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFQ.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the SOQ or other data available to ALUC. Such disqualification is at the sole discretion of ALUC.
- Reject the SOQ of any Respondent that is in breach of or in default under any other agreement with the ALUC.
- Reject any Respondent deemed by ALUC to be non-responsive, unreliable, unqualified or non-responsible.

2.13 Notification of Withdrawals of SOQs

SOQs may be modified or withdrawn prior to the date and time specified for SOQ submission by an authorized representative of the respondent or by formal written notice. All SOQs not withdrawn prior to the response due date will become the property of ALUC.

2.14 Interpretation

Should any discrepancies, omissions, or doubt as to their meaning be found in the RFQ specifications or requirements, the respondent shall notify ALUC in writing at once (e-mail is acceptable). The ALUC will send written instructions or addenda to all participants in this RFQ process. ALUC shall not be held responsible for oral interpretations. Questions must be received by August 30, 2018 by 11:59 p.m. All addenda shall be posted by ALUC on September 4, 2018 by 5:00 p.m. at the following website: <http://sanbenitocog.org/aluc/>.

2.15 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

2.16 Pre-Award Conference

If requested, successful Respondent(s) shall meet with ALUC representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.17 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties.

2.18 Consultant Responsibility and Performance

ALUC will consider the CONSULTANT to be the sole point of contact with regard to all contractual matters.

CONSULTANT shall provide the services of one or more qualified contract or project manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the CONSULTANT have local representation to provide onsite consultation/problem resolution if required.

2.19 Consultant Qualifications

The following, in addition to any other information you may wish to submit, must be provided in attachment form as part of your SOQ. All responses shall reference the RFQ paragraph number.

- a. Experience: CONSULTANT shall be an established firm conducting business of the nature specified in this RFQ for a minimum of ten (10) years. CONSULTANT shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract.
- b. References: Provide a list of four customer references. See Exhibit B.
- c. License: CONSULTANT must possess and provide a copy of license or permit to do business in the State of California.
- d. Other Information: Any other information the CONSULTANT deems appropriate should be included in this section.

2.20 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via addenda by Veronica Lezama, ALUC Project Manager or designee, to be faxed, emailed, or mailed to all prospective respondents if/when necessary.

2.21 Proprietary Information

All information appearing within the response is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the SOQ.

SECTION 3: EVALUATION CRITERIA

The Consultant Selection Committee may interview the top three CONSULTANTS on the short list. ALUC **does not** desire the CONSULTANTS to prepare a formal presentation. It is our intent to discuss the project with the CONSULTANTS' lead project personnel in an interview format. The final ranking of the CONSULTANTS will be based on the results of the interview.

ALUC may bypass the interview and begin negotiations with a single selected CONSULTANT, which, in the opinion of the selection committee, is clearly the best qualified.

The CONSULTANTS will be rated using the following criteria:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications of Firm	30
Cost Proposal	25
General Qualifications of Personnel	20
Technical Project Approach	20
Ability to meet accelerated schedule(s)	5

SECTION 4: SCOPE OF WORK & GENERAL REQUIREMENTS

4.1 Scope of Work

San Benito County Airport Land Use Commission (ALUC) is soliciting Qualifications for the update and preparation of a Land Use Compatibility Plan for Frazier Lake Airpark (herein referenced as the Compatibility Plan), as described in this RFQ. This person, entity, or firm shall be licensed and provide expertise and management in all phases of development of the Compatibility Plan.

The selected firm will apply its expertise to all aspects of the Project in collaboration with other project participants to produce a Compatibility Plan that provides significant value to ALUC. The scope of work shall consist of the following:

Task 1 Project Management and Administration

The CONSULTANT'S Project Manager will work with ALUC staff to oversee the development of the Compatibility Plan. The CONSULTANT will be responsible for preparing and maintaining:

- a. Work program;
- b. Project schedule of deliverables;
- c. Updating ALUC on the project's progress.

Deliverables:

- i. Weekly telephone or email check-in meetings or as deemed necessary by ALUC staff;
- ii. Monthly invoicing (based on deliverables) and progress summary. Invoices to indicate percent completed by task (Task 1 through 10);
- iii. Project documents and correspondence, as necessary.

Task 2 Project Kick-off Meeting

Within two weeks of the contract award date, the CONSULTANT shall meet with ALUC staff and the Project Development Team to identify potential issues that will need to be considered in the preparation of the Compatibility Plan. The CONSULTANT will also use this first meeting to obtain the data listed in Task 3 from the ALUC Project Manager. Preceding the meeting, two hours will be reserved for a tour of the Airpark and neighboring communities.

Deliverables:

- i. CONSULTANT shall attend an in-person project kick-off meeting with ALUC staff and Project Development Team in Hollister, California;
- ii. CONSULTANT, in collaboration with ALUC staff, shall prepare the agenda and meeting materials;
- iii. ALUC staff shall arrange a tour of Frazier Lake Airpark.

Task 3 Data Collection and Review

The first step in the planning process is to gather and review a wide variety of data regarding the Frazier Lake Airpark and the surrounding community. Data to be obtained by the ALUC Project Manager for the CONSULTANT's use includes the following:

Airpark Data:

- a. Airpark Layout Plan;
- b. Aircraft activity data;
- c. Flight tracks;
- d. Noise complaint data;
- e. Information provided in pilot's guide;

Land Use Data:

- a. County of San Benito adopted general plans, specific plans and zoning ordinances;
- b. Adopted 2001 Frazier Lake Airpark Comprehensive Land Use Plan;
- c. ALUC site and architectural review applications, upon CONSULTANT request;
- d. Other documents, as necessary.

Deliverable:

- I. CONSULTANT shall provide a matrix identifying data needs. ALUC shall identify if the data is either available or not;
- II. ALUC staff shall provide the CONSULTANT with a CD of available data.

Assumptions:

The CONSULTANT shall maximize the use of existing information for cost savings. The CONSULTANT, one week prior to kick-off meeting, shall provide ALUC staff with the matrix of data needs. ALUC staff shall provide the CONSULTANT with CD containing available Airpark and land use data at the kick-off meeting.

Task 4 Frazier Lake Airpark Land Use Compatibility Plan Content

As required by state law, the preparation of the Compatibility Plan must be guided by information in the Airport Land Use Planning Handbook, which is published by the California Division of Aeronautics. The Compatibility Plan should be organized into chapters and a set of appendices. The general format will include:

- a. The Compatibility Plan shall reflect the anticipated growth of the Airpark during the next 20 years;
- b. *Scope of the Compatibility Plan*—In a preface or introductory chapter, provide a clear statement describing the scope and function of the Compatibility Plan;
- c. *Authority and Purpose*: Refer to state statutes which authorize establishment of ALUCs and require preparation of compatibility plans. The Compatibility Plan's purpose can be defined in terms of its intended uses and objectives;

- d. *Geographic Coverage:* Provide a general description of the geographic extent of the Compatibility Plan; refer to policies chapter(s) for detailed mapping;
- e. *Jurisdictions Affected:* Identify which local jurisdictions are affected (i.e. San Benito County). The relationship of the Compatibility Plan to the plans of local jurisdictions also may be valuable to describe.
- f. *Limitations of the Compatibility Plan:* Note the limitations on ALUC jurisdiction over existing land uses and Airpark operations as stated in the law.
- g. *Airport Information*—Include essential information about the subject Airpark as necessary to document that the Compatibility Plan is based upon an adopted airpark master plan or an airpark layout plan approved by the Division of Aeronautics.
- h. *Planning Status:* Indicate the adopted Airpark master plan adoption date or, alternatively, refer to documentation from the Division of Aeronautics approving an airpark layout plan as the basis for compatibility planning.
- i. *Layout Plan:* Include a copy of the official Airpark layout plan or a more schematic scale drawing such as the one included on FAA Airport Master Record (5010) forms. At a minimum, show the configuration and dimensions of the runways, size and shape of runway protection zones, and location of Airpark boundaries. Also show planned changes to any of these Airpark components.
- j. *Airpark Activity:* Document existing and projected Airpark operational levels. Include data indicating the known or estimated distribution of operations by type of aircraft, time of day, and runway used.

Deliverables:

- I. Executive Summary
- II. Airpark Information
- III. ALUC Authority and Limitations
- IV. Purpose of the Compatibility Plan
- V. Goals, Policies, and Objectives
- VI. Airpark Activity Forecast
- VII. Public Participation
- VIII. Land Use Compatibility Policies
- IX. Environmental Review and Documentation
- X. Glossary

Task 5 Compatibility Plan Policies

The Compatibility Plan should include two basic types of policies; *Procedure Policies* and *Compatibility Policies*. State all policies and criteria as clearly, precisely, and completely as possible, preferably in a chapter or section separate from background information.

I. Procedure Policies

Procedure Policies will address such matters as identification of the type of land use development projects that should be subject to ALUC review and will set forth the procedures to be used by the commission in conducting the reviews; including, but limited to the following:

- a. *Procedure Policies*: List policies delineating the process the ALUC will use in reviewing local actions;
- b. *Types of Actions Reviewed*: List the types of local planning actions which are to be submitted for ALUC review. Distinguish between actions for which reviews are mandatory and those for which reviews depend upon agreement with the local agency involved;
- c. *Project Information*: List the types of information to be included when a project or action is submitted for ALUC review;
- d. *Timing of Review*: Define the timing of ALUC reviews relative to local processing of a project and the time limits within which the ALUC must respond;
- e. *ALUC Staff Responsibilities*: Define staff responsibilities for preliminary review of projects. Indicate whether staff can complete reviews of actions submitted based on agreement with affected jurisdictions;
- f. *ALUC Action Choices*: Indicate whether the ALUC will base its findings of a project's consistency or inconsistency with compatibility criteria solely on the project description as submitted or whether the commission may make a finding of consistency subject to attached conditions.

Deliverables:

- i. The CONSULTANT shall develop a set of procedural policy recommendations for ALUC staff and the Project Development Team as part of the Draft Compatibility Plan No. 1 or prior to this time.

II. Compatibility Policies

The four *Compatibility Policies* will define land use compatibility measures addressing future noise, safety, airspace, and overflight impacts.

Noise Policy:

The magnitude of the exposure of lands around Frazier Lake Airpark to Airpark-related noise shall primarily be described in terms of Community Noise Equivalent Level (CNEL) and the noise metric adopted by the State of California for land use planning purposes.

- a. Use an appropriate threshold Community Noise Equivalent Level (e.g., 70, 65, 60, 55 dBA) on which to base future land use decisions;

- b. The extent to which Airpark noise affects nearby land use, compatibility shall be assessed based upon the noise contours;
- c. Identify criteria for granting an aviation easement to the Airpark proprietor where high noise levels exist or are projected to occur;
- d. Develop a Noise Compatibility Criteria Table that lists general land use categories and indicated each use as being either “normally compatible,” “conditionally compatible,” or “incompatible” depending upon the noise contour in which it is located.

Safety Policy:

For the purposes of this Compatibility Plan, identify the risk that potential aircraft accidents pose to lands around the airpark. Because aircraft accidents are infrequent occurrences, the pattern of accidents at any one airport/airpark cannot be used to predict where future accidents are most likely to happen around that airport/airpark. Reliance must be placed on data about aircraft accident locations at similar airports/airparks nationally, refined with respect to information about the types and patterns of aircraft usage at the individual Airpark.

- a. Indicate the risk of accident potential for the area around the Airpark (including properties on Airpark property which may include non-Airpark functions).
- b. Evaluate land use implications for aircraft accident potential on which to base policies.
- c. Determine the areas near the Airpark that may be subject to significant risk to public safety. The goal shall be to avoid an unacceptable level of risk to the public, both on ground and in the air;
- d. Develop a Safety Compatibility Criteria Table that lists general land use categories and indicated each use as being either “normally compatible,” “conditionally compatible,” or “incompatible” depending upon the compatibility zone in which it is located.

Airspace Protection:

In developing the airspace protection compatibility policy development, categories of hazards to airspace shall be taken into account: physical, visual, and electronic.

- a. The height of structures and other objects situated near the Airpark are a primary determinant of physical hazards to the Airpark airspace. The airspace protection policy shall be prepared for the airpark in accordance with Federal Aviation Regulations (FAR) Part 77, *Safe, Efficient Use and Preservation of the Navigable Airspace*, and other applicable obstruction clearance standards published by the Federal Aviation Administration (FAA) in Advisory Circular 150/5300-13, Change 17.
- b. Land use features that have the potential to attract birds and certain other wildlife to the Airpark area are also to be evaluated as a form of physical hazards (FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*).
- c. Visual hazards of concern include certain types of lights, sources of glare, and sources of dust, steam, or smoke.
- d. Electronic hazards are ones that may cause interference with aircraft communications or navigation.

Overflight:

The purpose of the overflight compatibility policy is to help notify people about the presence of aircraft overflight near airports/airparks so that they can make informed decisions regarding acquisition or lease of property in the affected areas. Overflight compatibility is particularly important with regard to residential land uses.

- a. Define overflight compatibility issues;
- b. Review overflight compatibility concerns in the *Airport Land Use Planning Handbook*;
- c. Obtain information on complaints about Airpark operations by geographic location and land use category (residential, office, commercial);
- d. Identify Buyer Awareness Measures to the extent applicable to the roles and responsibilities of the Airport Land Use Commission and the Compatibility Plan.

Deliverables:

- i. The CONSULTANT shall develop compatibility policies recommendations/options addressing noise, safety, airspace, and overflight impacts;

Assumption:

The CONSULTANT shall provide ALUC staff and Project Development Team with the draft policies prior to insertion into the draft compatibility plan. CONSULTANT's scope of work includes up to three iterations of the policies.

Task 6 Compatibility Maps

Using locally available GIS digital maps, the CONSULTANT will facilitate the preparation of the basemap for the Airpark study area. The basemap will show available street network, topography, major streams and ponds, runway system, and the Airpark property line. This basemap will provide the basis for compatibility maps developed through the planning process. The compatibility maps will be prepared for use in the report and for the public presentations. The maps listed below will be prepared by the CONSULTANT in collaboration with ALUC for the County and its surroundings.

- a. *Noise Contours*: Indicate boundaries and dimensions of the noise contours to be used for planning purposes;
- b. *Safety Zones*: Indicate boundaries and dimensions of safety zones. When basing zones on guidelines in Chapter 9 of the 2002 California Airport Land Use Planning *Handbook*, make adjustments as appropriate to reflect traffic pattern locations;
- c. *Airspace Protection Surfaces*: Include map derived from FAR Part 77 standards indicating allowable heights of objects relative to the Airpark elevation. Indicate locations where ground exceeds these limits.
- d. *Composite Compatibility Zones*: When using compatibility criteria representing a composite of the above individual compatibility concerns, provide a map showing the boundaries of each zone. When the boundaries do not follow geographic features, indicate distances of boundaries from the Airpark runways;

- e. *Airpark Influence Area*: Clearly identify the overall influence (planning) area boundary.

Deliverables:

The following GIS layer(s) are to be included, at a minimum:

- I. Airpark Layout Plan;
- II. Noise Contours;
- III. Airpark Safety Zones;
- IV. Elevation levels;
- V. Airspace Protection Zones (Approach, Transitional, Horizontal, and Conical imaginary airspace surfaces reflecting criteria in Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace).

Assumptions:

ALUC is responsible for providing GIS in ESRI shape file format maps. For maps that are not available in GIS/ESRI format, the CONSULTANT shall provide ALUC staff with the data necessary (i.e. coordinates) to create the maps in-house (i.e. San Benito County GIS Department). For maps outside of County of San Benito's area of expertise, the CONSULTANT shall be responsible for creating/developing said documents in GIS/ESRI format. Electronic copy of all GIS/ESRI layers in an editable format and one PDF copy. For those maps created by the CONSULTANT, data shall be prepared in a computer format capable of integration with the County's existing GIS system.

Task 7 Environmental Documents: Initial Study and Negative Declaration/Mitigated Negative Declaration

The CONSULTANT shall prepare all environmental documents necessary for the recommended Frazier Lake Airpark Land Use Compatibility Plan, in accordance with the California Environmental Quality Act (CEQA).

Deliverables

- i. Draft No. 1 electronic copy PDF and Word format of the environmental document to be circulated to ALUC staff for comment prior to release to Project Development Team or public. This includes, but is not limited to the following: Notice of Preparation, Initial Study, Negative Declaration/Mitigated Negative Declaration, or any other Documentation necessary to fulfill CEQA requirements;
- ii. Draft No. 2 to be presented to the Project Development Team for comment, prior to public release;
- iii. Draft No. 3 is the public draft to be presented to the ALUC Board of Directors as a separate attachment to the Draft Compatibility Plan. CONSULTANT with ALUC input, shall present the Draft to the ALUC Board of Directors in-person, this include the preparation of PowerPoint and written materials;
- iv. ALUC staff shall circulate the environmental documents to interested parties including: public, aviation groups, Caltrans Division of Aeronautics and State Clearinghouse. ALUC staff shall be responsible for all public scheduling of all public notices.

Assumptions:

A negative declaration is expected to be sufficient to comply with CEQA. If mitigation measures are required, they will be incorporated into the mitigated negative declaration as necessary. Inconsistencies between the draft Compatibility Plan and the affected jurisdiction's adopted general plan will be addressed in the CEQA document. Preparation of an environmental impact report (EIR) is not anticipated to be required and is not included in the CONSULTANT'S SOQ scope of work. If, after preparing the Initial Study, it is determined that an EIR will be required, the parties will negotiate an amendment to the contract, with a revised scope of services and budget. ALUC staff shall compile and provide CONSULTANT with written comments on the draft CEQA document. CONSULTANT shall address questions that ALUC staff is unable to answer.

Task 8 Draft Compatibility Plan

The CONSULTANT shall prepare the draft Compatibility Plan for public release/review according to the project schedule (exhibit F).

Deliverables:

- I. Draft No. 1 electronic copy PDF and Word format of the Draft Compatibility Plan to be circulated to ALUC staff for comment prior to release to Project Development Team and public;
- II. Draft No. 2 to be presented in-person, by the CONSULTANT and ALUC staff, to the Project Development Team for comment, prior to public release;
- III. Draft No. 3 is the public draft to be presented to the ALUC Commissioners and tentatively to the Frazier Lake Airpark Board of Directors (meetings are typically held in San Martin, CA) and the San Benito County Board of Supervisors (the fee schedule should reflect these options). This includes the preparation of a PowerPoint, 24"x36" compatibility maps and other written materials deemed necessary by ALUC staff. Map printing cost shall be the responsibility of ALUC.

Assumptions:

- I. Public notices shall be prepared by ALUC staff and submitted to appropriate publishing media. ALUC staff will tabulate all comments received during the public comment process on the Draft Compatibility Plan and environmental document. The CONSULTANT shall assist in responding to public comments that ALUC staff is unable to answer.

Task 9 Public Participation

CONSULTANT shall assist in establishing a public participation program to encourage an open exchange of information and ideas. While the draft Compatibility Plan and its corresponding environmental document are being circulated for public review and comment, the CONSULTANT will work with ALUC staff to host a public workshop to provide information about the Compatibility Plan for affected land owners. ALUC shall be responsible for all outreach, including mailings. The workshop will be informal, to allow more open exchange of thoughts than can easily be accomplished during a formal public hearing process.

Deliverables:

- II. Conduct one public workshop to discuss and receive input from the public regarding issues related to the update of the Compatibility Plan. The meeting shall take place during the Draft Compatibility Plan public comment period. The CONSULTANT shall work in collaboration with ALUC staff to develop presentation materials;
- III. ALUC staff shall mail a letter to all affected properties within the Airpark Influence Area notifying property owners of the Draft Compatibility Plan;
- IV. The CONSULTANT shall be available for one-on-one property owner conversations via telephone or in person (immediately after the public workshop, if warranted);
- V. Maps printed by ALUC;
- VI. ALUC staff will tabulate all comments received during the public comment process on the Draft Compatibility Plan and environmental document. The CONSULTANT shall assist in responding to public comments ALUC staff is unable to answer.

Task 10 Final Compatibility Plan

The CONSULTANT shall prepare the Compatibility Plan satisfactory to the Airport Land Use Commission.

Deliverables:

- I. CONSULTANT shall provide one PDF and word format copy of the Final Compatibility Plan;
- II. CONSULTANT shall provide one PDF and word document copy of the environmental document;
- III. CONSULTANT shall provide GIS/ESRI files.

ALUC maintains the right, as it may deem necessary, to add or delete services to the contract, with a thirty (30) day written notice, in order to accommodate any future ALUC offered programs or as a result in the reduction in ALUC funds. Requests for increase in services will be negotiated with the successful Respondent based on the hourly rates provided herein.

4.2 General Requirements

- a. Prime Responsibility: the selected CONSULTANT(S) will be required to assume full responsibility for all services and activities offered in its/their SOQ(s), whether or not provided directly. Further, ALUC will consider the selected CONSULTANT(S) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- b. Assurance: Any contract awarded under this RFQ must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The CONSULTANT must guarantee that services provided will be performed in compliance with all applicable ALUC, state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the CONSULTANT will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- c. Independent Contractor: In performance of the work, duties and obligations assumed by the CONSULTANT, it is mutually understood and agreed that the CONSULTANT, including any and all of the CONSULTANT'S officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the ALUC.
- d. CONSULTANTS may submit alternate SOQs. Alternate SOQs shall be clearly marked as such.
- e. San Benito ALUC prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- f. The ALUC reserves the right to reject any and all SOQs, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the SOQs; and to accept the SOQ that appears to be in the best interest of the ALUC. In determining and evaluating the SOQs, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of Respondents will be considered, along with other relevant factors.
- g. San Benito ALUC reserves the right to:
 - Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any application;
 - Amend or cancel this process at any time
 - Interview Respondents prior to award and request additional information during the interview.
 - Award more than one contract if it is in the best interest of the ALUC; and/or
 - Issue similar RFQs in the future

- h. Qualified CONSULTANTS must be prepared to enter into the ALUC's standard Personal Services Contract, a sample of which is attached to this RFQ. By reference, it incorporates many standards, terms and conditions required as a part of this RFQ. The ALUC intends to award contracts substantially in the form of the sample agreement to the selected CONSULTANT(S). Portions of the RFQ and the CONSULTANT'S SOQ may be made part of any resultant contract and incorporated into the Contract.

- i. Prior to commencement of services, the CONSULTANT—Contractor must provide evidence of the following insurance coverages identified in Exhibit E: Insurance Requirements.

EXHIBIT A: Respondent Fact Sheet

Name of CONSULTANT: _____

CONSULTANT Tax ID#: |__|__|_|_|_|_|_|_|_|_|_|_| *

CONSULTANT'S License #: _____ Type: _____
(as applicable)

CONSULTANT Does Business As: Individual Partnership Corporation
 Government Fiduciary Other
CONSULTANT is a: Resident Non-Resident of California

- 1) Is your firm authorized to do business in the State of California? Yes No
- 2) Is your firm a State of California registered small business? Yes No
- 3) Local Business Yes No
- 4) This firm has been in continuous business under the present name for _____ years.

* A completed W9 Taxpayer form will be required from an awarded consultant.

EXHIBIT B: Customer References

List and submit with this SOQ four (4) customer references for whom you have furnished similar product or service.

1. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

2. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

3. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

4. Company Name: _____
Address: _____
Contact Person: _____
Telephone No.: _____

EXHIBIT C: Designation of Subconsultants

Respondent shall complete the form below for each Subconsultant. A Subconsultant is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no subconsultants, please state “NONE”.

SUBCONSULTANTS		
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK
Respondent Signature: _____ Date: _____ Respondent's Name & Title (Print): _____

EXHIBIT D: Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH SOQ

I, _____, am the
Name
_____, of _____,
Position/Title Company

the party making the foregoing SOQ that the SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the SOQ is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham SOQ; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham SOQ, or that anyone shall refrain from responding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the SOQ are true; and, further, that the respondent has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham SOQ.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date

Signature

EXHIBIT E: Insurance Requirements

Indemnity

In conjunction with work performed for ALUC, the CONSULTANT shall exonerate, indemnify, defend, and hold harmless ALUC (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which ALUC may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONSULTANT'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the ALUC. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons. In addition, the CONSULTANT shall hold the ALUC of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

CONSULTANT, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects ALUC and any insurance or self-insurance maintained by ALUC shall be in excess of CONSULTANT'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) CONSULTANT'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONSULTANT'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - c) CONSULTANT shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the CONSULTANT'S indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of ALUC.

2. Other Insurance Provisions

- a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by ALUC.
- b) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

"The San Benito ALUC is hereby added as an additional insured as respects the operations of the named insured."
- c) All the insurance required herein shall contain the following clause:

"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the ALUC shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the ALUC as evidenced by properly validated return receipt. Such notice shall be sent to:
San Benito County Airport Land Use Commission
330 Tres Pinos Road, C7
Hollister, CA 95023"
- d) Prospective CONSULTANT agrees to provide ALUC at or before the effective date of any award resulting from this Request for Qualification with a certificate of insurance of the coverage required.
- e) All required insurance policies shall be endorsed to contain the following clause:

"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:
San Benito County Airport Land Use Commission
330 Tres Pinos Road, C7
Hollister, CA 95023"

CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide ALUC on or before the effective date of this contract Certificates of Insurance for all required coverage.

All Respondents will be required to furnish, at time of submittal of SOQs, proof of the insurances stated herein, which will be incorporated into the final contract with the CONSULTANT selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your SOQ with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your SOQ would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact ALUC at (831) 637-7665, Ext. 204.

EXHIBIT F: Project Schedule

ALUC anticipates a timeframe of not more than 9 months to prepare the Frazier Lake Airpark Land Use Compatibility Plan.

Task/Milestone	2018				2019				
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.
Contract Execution	√								
Task 1: Project Management and Administration	√	√	√	√	√	√	√	√	√
Task 2: Project Kick-off Meeting		√							
Task 3: Data Collection and Review	√	√							
Task 4: Frazier Lake Airpark Land Use Compatibility Plan Content			√	√	√	√	√	√	
Task 5: Compatibility Policies				√	√	√	√		
Task 6: Compatibility Maps				√	√	√	√		
Task 7: Environmental Document						√	√		
Task 8: Public Draft Plan							√		
Task 9: Public Participation							√	√	√
Task 10: Final Plan Adoption									√

EXHIBIT E: Standard Contract