



Issue Date: August 17, 2009

**DEPARTMENT OF
ADMINISTRATIVE SERVICES
PURCHASING**

Mark A. Cowart
Chief Information Officer

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Equal Opportunity Employer

**COUNTY OF MERCED
REQUEST FOR PROPOSAL
NUMBER 6460
FOR**

491000

**COMPREHENSIVE UPDATE OF THE ALUC-WIDE
AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP)**

Notice is hereby given that proposals will be received at the Merced County Department of Administrative Services-Purchasing Division for performing all work necessary in accordance with the "Requirements" and other related documents provided herein. Please carefully read and follow the instructions.

Proposals shall be clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside and forwarded to:

County of Merced
Department of Administrative Services-Purchasing Division
2222 "M" Street Merced, California 95340
Attn: Procurement Specialist
reed@co.merced.ca.us

Proposals may be submitted electronically in Word 2003 or PDF format, with Signature Page scanned into document and placed as first page. Required documentation (i.e. financial) should be submitted as an attached PDF file. Submit to:

Bidandrfp@co.merced.ca.us

Any bidder, who wishes their proposal to be considered, is responsible for making certain that their proposal is received in the Merced County Department of Administrative Services-Purchasing Division Office by the closing date.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND WILL BE RETURNED TO THE BIDDER UNOPENED.

CLOSING DEADLINE DATE: 4:00 P.M., THURSDAY, OCTOBER 01, 2009

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING DIVISION TIME CLOCK READS 4:01 P.M.

All prospective bidders must comply with the Terms and Conditions listed on the Merced County Web Site. Attachment A of Request for Proposal (RFP) will require written certification that the RFP is being submitted in compliance with the Terms and Conditions as stated on Merced County web page at 4:00 P.M. on date of close of RFP.

STRIVING FOR EXCELLENCE

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SUBMITTAL CHECKLIST

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

1. _____ Acknowledgement of Amendment(s) (If any)
2. _____ Cover Letter
3. _____ Table of Contents
4. _____ Executive Summary
5. _____ Exceptions
6. _____ Bidder's Qualifications
7. _____ Approach
8. _____ Cost Proposal
9. _____ Financial Statement or Sufficient Financial Information **(Non-submittal is considered non-responsive and cause for rejection of proposal.)**
10. _____ Agreement
11. _____ Signature Sheet (Attachment A)
12. _____ References (Attachment B)

SECTION 1

INTENT OF THE REQUEST FOR PROPOSAL

1.1. INTRODUCTION

It is the intent of this Request for Proposal (RFP) to secure the services of a qualified planning consultant to prepare an update of the "Merced County Airport Land Use Compatibility Plan" and related environmental document for the Merced County Airport Land Use Commission (ALUC). The Merced County ALUC plans to update the Airport Land Use Compatibility Plan for all five (5) public use airports located within Merced County. This Request for Proposal (RFP) is for the completion of detailed Comprehensive Land Use Plans (CLUPs), also known as Compatibility Plans for the following airports:

- Castle Airport
- Gustine Airport
- Los Banos Airport
- Merced Airport
- Turlock Airport

The primary goal of the ALUC in updating the ALUCP is to conform with the 2002 or most current guidelines in the "California Airport Land Use Planning Handbook" prepared by Caltrans Division of Aeronautics, and to ensure the Comprehensive Land Use Plans for each airport reflect the most recently adopted Airport Master Plan and airport operational information. The purpose of the ALUCP, as specified in Section 21675(a) of the California Public Utilities Code is:

- To "provide for the orderly growth of each public airport and the area surrounding the airport within the jurisdiction of the commission..." and
- To "safeguard the general welfare of the inhabitants within the vicinity of the airport and the public in general."

The Plan includes "compatibility zones" for each airport which are established to identify the intensity, density and types of land uses that may be compatible with airport operations, and those that are incompatible. It is intended that the ALUCP will be used by the ALUC and the corresponding cities and Merced County for amendments to their respective General Plans and Zoning Ordinances as provided for the Public Utilities Code. The ALUCP is also used to review proposed development of vacant lands and redevelopment and in-fill projects for their compatibility with airport operations and safety, and for the review of new airport and heliport proposals.

The appropriate type of environmental document that will be required to evaluate the potential impacts from the updated ALUCP has not been determined at this time. Either an Initial Study/Mitigated Negative Declaration or a Program Environmental Impact Report may be anticipated. Compliance with the current California Environmental Quality Act (CEQA) Guidelines along with recent legislation concerning the scope of environmental review will be required before the Commission (ALUC) will be able to act on the Plan update.

1.2. BACKGROUND INFORMATION

The current ALUCP was adopted by the Merced County ALUC in April 1999. This document was prepared using the 1994 "Caltrans Airport Land Use Planning Handbook." It was also based upon airport master plans and City and ALUC General Plans in effect at the time. Since 1999, Airport Master Plans and City General Plans have been updated affecting several airports, and General Plan updates are currently in process for Merced County and the City of Merced which could have implications for land use and airport compatibility.

The bidder should review the 1999 Merced County ALUCP, and review the status of the General Plan Updates currently underway in preparation of their responses to this RFP.

Since completion of the last ALUCP, the ALUC has acquired substantial amounts of data and information contained in our Geographic Information System (GIS) which will be an aid to the successful bidder in the analysis and preparation of the Plan and environmental document.

1.3. CONTRACT TERM

The Contract term shall be for a period of approximately eighteen (18) months. The start date will tentatively commence January 01, 2010, with a scheduled completion date of June 30, 2011, contingent on appropriate and approved sufficient funding.

1.4. SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. Merced County Administrative Services - Purchasing reserves the right to modify the dates below in accordance with its review process.

Activity Estimated Schedule	Date
1.4.1. Availability of the Request for Proposal	August 17, 2009
1.4.2. Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request for Proposal	September 17, 2009
1.4.3. Closing Date for the Request for Proposal.	October 1, 2009
1.4.4. Commencement of review of Request for Proposal by Evaluation Committee	October 2, 2009
1.4.4. Oral Presentations	TBD
1.4.5. Interview Presentations	TBD
1.4.6. Evaluation Committee's recommendation to State for Grant	November, 2009
1.4.7. Contract Performance to Commence (Estimated Date) (SUBJECT TO APPROVAL OF GRANT FUNDING)	January 01, 2010

SECTION 2

REQUIREMENT

2.1. INTENT

This scope of work provides a description of the products that are required. In responding to this RFP, the Consultant shall apply his or her expertise, experience and knowledge in describing in detail how the work will be accomplished and the products that will be delivered.

2.1.1. Establish a Database:

1. Consultant shall create a database of existing information about each of the five public airports that includes airport utilization, noise contours, obstruction charts and safety zones.
2. Consultant shall obtain relevant information on existing and projected land uses from General Plans, zoning ordinances and on-site observations/aerial photography evaluations.

2.1.2. Create a Base Map and Mapping Protocol:

1. Consultant to establish a base map the will serve as the graphics model for all project maps for noise contours, obstruction planes/surfaces and for the safety zones. All mapping used for each airport's CLUP must be compatible with and be adaptable to the ALUC Geographic Information System (GIS).
2. The mapping and databases must be in format that can be transferred to the ALUC of Merced planning staff and maintained and updated by them. The ALUC currently uses Environmental Systems Research Institute's (ESRI) GIS.

2.1.3. Analysis of Existing and Projected Conditions:

1. Consultant shall provide a written narrative generally describing the existing and planned land uses in areas adjacent to each of the five public use airports out to the edge of the Conical Surface as defined by Part 77 of the Federal Aviation Regulations. Specific details of land use locations relative to the airport shall be included on a color-coded map that can be understood when copied in black and white.
2. Specifically designate on the land use mapping the location of sensitive land uses such as residential, schools, hospitals, outdoor interpretative/entertainment venues, churches, day care centers, senior facilities and uses that are wildlife attractants, create excessive glare or use flammable materials and/or hazardous materials.
3. Using narrative and mapping, identify the relationship between current and projected land uses and current and projected airport utilization.
4. Consultant to identify existing and planned incompatible land uses on maps and in text.
5. Using narrative and mapping, identify potential future incompatible land uses (ie. those represented in an adopted General Plan).

2.1.4. Define Height/Obstruction Limits and Surfaces:

1. Consultant shall provide a complete analysis of the obstruction limits/surfaces, considering the future use of the airport, in accordance with Part 77 of the Federal Aviation Regulations.
2. Consultant shall provide a map overlay of the obstruction surfaces on existing topography that is in sufficient detail to allow the ALUC to judge specific project proposals
3. Consultant shall provide a profile of the approach areas with the appropriate obstruction slopes and indicating dominant man-made and natural features.

2.1.5. Define Noise Implications and Impacts on Existing and Proposed Land Uses:

1. Using the current version of the FAA Integrated Noise Model, create noise contours utilizing dB CNEL levels for the existing and projected airport activity levels to a 20-year forecast horizon. Use existing noise monitoring data, where available.
2. Consultant to use the alternative methods as described in the Airport Land Use Planning Handbook for addressing areas where low ambient noise levels exist or data is limited.
3. Consultant shall provide a noise compatibility table for common land uses which specifies the maximum noise levels for these uses. If a Part 150 Noise Compatibility Plan has been prepared for an airport, integrate the recommendations of that plan with the CLUP. This shall be done in a manner that avoids any conflicts with an existing adopted Noise Compatibility Plan.
4. Consultant to consider experience at other airport locations with respect to questions of noise impacts from aircraft over flight. Identify areas where aircraft over flight is likely to be an annoyance. Areas of concern include the airport traffic pattern, frequently used arrival and departure routes or any other areas routinely over flown by aircraft, such as aircraft training patterns.

2.1.6. Define Airport Safety Zones:

1. The FAA Runway Protection Zones at the end of each runway must be included in each CLUP.
2. Consultant to evaluate the applicability of the zones identified in the Airport Land Use Planning Handbook to address the question of risk exposure in undeveloped land areas. Apply the guidelines offered in the Handbook in a manner that combines the need to protect the airport from incompatible land uses and protects the public from undue risk exposure
3. Consultant to develop recommended safety zones for each airport appropriate to the current and projected aircraft operations.
4. Consultant shall prepare a safety compatibility table that defines the specific types of recommended land uses and the intensity of use in terms of coverage and occupancy for each of the zones.

2.1.7. Define a CLUP Referral Area:

1. Consultant shall develop the referral area using the recommendations set forth in the most recent version of the Caltrans Airport Land Use Planning Handbook.
2. Consultant shall develop a CLUP referral area that encompasses the potential noise, height of structures, over-flight and safety impact areas that can be used by the ALUC and the adjacent planning and zoning jurisdictions in the administration and implementation of the CLUP. Include other areas with airport impacts that may affect the size and shape of the referral area.

2.1.8. Prepare a Comprehensive Land Use Compatibility Plan for Each Airport, and a ALUC wide Airport Land Use Compatibility Plan with Overall ALUC wide Policy:

1. Consultant shall develop general goals and policies for land use compatibility relating to height, noise, safety and over-flight issues that will apply at all airports and are reflected in the provisions for ALUC as outlined in the Public Utilities Code.
2. Consultant shall develop specific goals, objectives and policies that will be applied at each airport and that consider the needs of local jurisdictions in their adoption of the CLUP into their general plans and zoning ordinances.
3. Each CLUP should reflect the current Airport Master Plan/Airport Layout Plan/Part 150 Noise Compatibility Plan, as any one of them may apply.
4. Consultant shall identify the specific public health, safety and welfare issues that are accommodated by the plan and that will support the present and future preservation of each airport.

2.1.9. Prepare an Implementation Program:

1. The CLUP presentation of the information shall have a standard, consistent format for each airport, for publication in one comprehensive Airport Land Use Compatibility Plan document.
2. The Consultant shall develop an implementation plan that addresses the processing of general and specific plans, amendments to zoning ordinances and building regulation, airport plans, heliport proposals, amendments to CLUPs and the review and referral process.
3. The format for each CLUP shall facilitate its adoption into local General Plans, zoning ordinances and its application/use in the issuance of use permits.
4. The CLUP shall provide information so the ALUC Commission and staff can easily interpret its application to specific project proposals.
5. The CLUP shall provide information so the ALUC Commission and staff can easily amend and update its components as necessary.
6. Special attention shall be directed to sensitive proposed land uses such as new residential development and the siting of schools, churches, hospitals. Other sensitive uses I include day care and senior centers, detention centers, prisons or any other land use that might hold a concentration of non-ambulatory people.

7. The CLUP shall provide specific guidelines for outdoor uses such as flea markets, camping grounds, amphitheaters, ball fields, or any other use that might create high glare or have concentrations of people. Other land uses that would require special consideration are landfills, wildlife preserves, residential lakes or other wild life attractions.
8. Uses which may have flammable materials or other hazardous materials associated with them shall be carefully considered.

2.1.10. Prepare an Initial Environmental Assessment:

1. Consultant shall prepare the initial environmental assessment of any impacts the adoption of a CLUP might have at each location, or any impacts that may result from adoption of ALUC wide policies in the overall ALUCP document.
2. The assessment should contain sufficient information for ALUC staff, in consultation with the consultant, to determine what type of environmental document is required for compliance with the CEQA prior to Plan adoption by the ALUC.
3. Upon agreement on the type of document – anticipated to be a Mitigated Negative Declaration (MND) or a Program Environmental Impact Report (EIR) – the Consultant will prepare a the appropriate CEQA document for receiving agency and public input on the scope of the study (such as a Notice of Preparation).
4. An administrative draft version of the Initial Study/MND or Draft Program EIR will be prepared by the consultant for review by the ALUC.
5. A public release Draft MND or Program EIR will be prepared and circulated by the ALUC in a parallel time frame with the Draft ALUCP document.
6. A response to comments will be prepared, in the form of responses to include in the Commission Staff Report if the document is a MND, or in the form of a Final EIR if the document is a Program EIR.

2.2. RESPONSIBILITIES

The completion of the ALUCP will require a coordinated effort between the ALUC Staff, Consultant, Caltrans and other local jurisdictions who administer the local public airports. The general division of the responsibilities among the ALUC, Caltrans and Consultant is described as follows:

2.2.1. ALUC Staff Will:

1. Administer the Consultant agreement.
2. Coordinate cooperative interactions with the staff and governing bodies of local airport operators and planning jurisdictions.
3. Assist the Consultant with the arrangements for the public meetings/workshops in the appropriate communities.
4. Assist the Consultant in conducting presentations before the Airport Land Use Commission at workshops and at public hearings.

5. Act as the lead agency in the CEQA process.
6. Prepare the final recommendation to the ALUC and take all actions necessary to obtain a formal adoption of the ALUCP.

2.2.2. Caltrans Will:

1. Provide review/approval of the Consultant selected by the ALUC.
2. Provide state level funding and budget for:
 - a. Adoption of the Merced County ALUCP by the ALUC will constitute completion of the project for the purpose of final payment by Caltrans.
 - b. State funding will be no more than 90% of the project.
 - c. Caltrans will approve the final Scope of Work, enter a grant agreement with the ALUC, and review all subsequent work products.
3. Provide support to the ALUC in the technical review of work products.
4. Provide information and/or technical assistance to the ALUC and the Consultant as needed.

2.2.3. Consultant Will:

1. Responsible for the development of the technical work as defined in the Scope of Work.
2. Coordinate with the ALUC staff when obtaining information from local airport operators regarding airport operation information, and local planning departments regarding land uses in the vicinity of the individual airports.
3. Arrange and conduct the specified number of presentations at the public workshops.
4. Arrange and conduct the specified number of presentations at public hearings, meetings and workshops for the CEQA process and/or for the adoption of the ALUCP.

SECTION 3

PROPOSED SOLUTION

The "Proposed Solution" section should contain detailed, step-by-step descriptions of the work being proposed by the Bidder in response to the Requirements section. It should be organized to reflect the order in which the work will be done. The work sequence should identify the task and subtasks as carefully and with as much detail as possible for performing that work. A task is a discrete unit of work to be done. Subtasks are detailed activities of the task. All tasks and subtasks make up the "Requirements". The end of each major task section should specify the item resulting from successful completion of the task.

Each task should be described in a separate, numbered paragraph. There should be a deliverable item for each task. Deliverable items can be listed after each task, or may be listed in a summary schedule and cross-referenced by the appropriate task number. Acceptance of the deliverable items will signify satisfactory completion of each task. For instance, a task might read as follows:

Example:

"Consultant will prepare a work plan for the project including consulting personnel to be assigned, department personnel involvement, work schedules in chart form and the time schedule".

"Deliverable: Complete a work plan submitted to project manager within five working days of startup".

1. COST INFORMATION

Please provide pricing for the core system as well as pricing for each module or task that can be purchased and implemented separately.

- Implementation Cost
- Ongoing Maintenance Cost
- Training Cost
- Provide incremental and ongoing maintenance cost.

SECTION 4

SPECIAL PROVISIONS

1. INSURANCE AND TAXES

Prior to the commencement of work, and as a precondition to this contract, CONSULTANT shall purchase and maintain the types of insurance as specified in the Agreement for the stated minimum limits indicated during the term of this Agreement. CONSULTANT shall provide a certificate of insurance and endorsements naming ALUC as an additional insured on each policy. The insurance carrier shall be required to give ALUC notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONSULTANT has a SIR, and if so, CONSULTANT shall be required to provide the entire policy of insurance with which it has a SIR

2. NUMBER OF COPIES TO BE SUBMITTED

Please submit **one (1) original signature hard copies** to be signed in blue ink (original copies marked as such) and **three (3)** exact copies of the original.

Bidder also to submit ONE (1) paper copy of Financial Statement as set forth herein.

3. SPECIFIC COMPLIANCE

The Bidder awarded the Contract derived from this proposal will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

- Cal OSHA Requirements
- Air Quality Act
- Energy Policy and Conservation Act
- The State Public Utilities Code regarding Airport Land Use Commissions and Compatibility Plans
- The Caltrans Airport Land Use Planning Handbook, January 2002 version or any updated version adopted by the State.
- The California Environmental Quality Act

**MERCED COUNTY
CONTRACT NO. _____**

THIS AGREEMENT, is made and entered into this by and between the Airport Land Use Commission, (hereinafter referred to as "ALUC"), and (name of contracting company or individual; specify the type of organization such as - government agency, individual, corporation, partnership, i.e. "The Redevelopment Associates", a California LLC Partnership), (Street Address, Suite No., City, State) (hereinafter referred to as "CONSULTANT").

WHEREAS, ALUC desires to contract with CONSULTANT for special services which consist of a Airport Land Use Compatibility Plan (ALUCP); and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform such services in connection with ALUCP; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide *(See Section 3 of RFP "Proposed Solution")* services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. CONSULTANT'S services include, but are not limited to, the following:

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - (e.g., COUNTY's Request for Proposal, Statement of Work, etc.)
- Exhibit B - (e.g., CONSULTANT's Responding Proposal, Proposed Budget, etc.)
- Exhibit C - (e.g., Related Documentation)

2. RESPONSIBILITIES

The completion of the ALUCP will require a coordinated effort between the ALUC Staff, Consultant, Caltrans and other local jurisdictions who administer the local public airports. The general division of the responsibilities among the ALUC, Caltrans and Consultant is described as follows:

A. ALUC STAFF WILL

1. Administer the Consultant agreement.
2. Coordinate cooperative interactions with the staff and governing bodies of local airport operators and planning jurisdictions.
3. Assist the Consultant with the arrangements for the public meetings/workshops in the appropriate communities.
4. Assist the Consultant in conducting presentations before the Airport Land Use Commission at workshops and at public hearings.

5. Act as the lead agency in the CEQA process.
6. Prepare the final recommendation to the ALUC and take all actions necessary to obtain a formal adoption of the ALUCP.

B. CALTRANS WILL

1. Provide review/approval of the Consultant selected by the ALUC.
2. Provide state level funding and budget for:
 - a. Adoption of the Merced County ALUCP by the ALUC will constitute completion of the project for the purpose of final payment by Caltrans.
 - b. State funding will be no more than 90% of the project.
 - c. Caltrans will approve the final Scope of Work, enter a grant agreement with the ALUC, and review all subsequent work products.
3. Provide support to the ALUC in the technical review of work products.
4. Provide information and/or technical assistance to the ALUC and the Consultant as needed.

C. CONSULTANT WILL

1. Be responsible for the development of the technical work as defined in the Scope of Work.
2. Coordinate with the ALUC staff when obtaining information from local airport operators regarding airport operation information, and local planning departments regarding land uses in the vicinity of the individual airports.
3. Arrange and conduct the specified number of presentations at the public workshops.
4. Arrange and conduct the specified number of presentations at public hearings, meetings and workshops for the CEQA process and/or for the adoption of the ALUCP.

2. TERM

The Contract term shall be for a period of approximately eighteen (18) months. The start date will tentatively commence January 01, 2010, with a scheduled completion date of June 30, 2011, contingent on appropriate and approved sufficient funding.

3. PRICING CONDITIONS

For the eighteen (18) months of the Contract, pricing will be fixed. The Airport Land Use Commission shall be the authorized agent in any such negotiation. The CONSULTANT must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this contract shall not exceed, unless otherwise approved by the Administrative Services.

Any Contract that may be developed as a result of this proposal will not become legally binding until it has been approved by the Airport Land Uses Commission

and signed by the Chairperson.

4. TERMS OF PAYMENT

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF SERVICES." Payment shall be made in the following manner:

CONSULTANT shall submit monthly itemized invoices, or alternate documentation as deemed appropriate in advance by ALUC, for services it has provided and for the amount owed under this Agreement. In addition to the invoices submitted by the CONSULTANT for payment, CONSULTANT must complete and submit to the ALUC, Form W-9, "A Request for Taxpayer Identification Number and Certification" (www.irs.gov/pub/irs-pdf/fw9.pdf).

Both invoices and the W-9 form shall be forwarded to the ALUC at the ALUC address indicated under Section "NOTICES" of this Agreement.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by CONSULTANT.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by ALUC as deemed necessary by ALUC to properly evaluate or process CONSULTANT's claim.

Upon approval by ALUC, the fee due hereunder shall be paid to CONSULTANT within thirty (30) days following receipt of a proper invoice.

5. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONSULTANT shall have no claim against ALUC for payment of any kind whatsoever for any services provided by CONSULTANT which were provided after the expiration or termination of this Agreement.

6. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o
ALUC
2222 M Street
Merced, CA 95340

CONSULTANT

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

7. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by ALUC at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, ALUC shall have no further liability to CONSULTANT except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by ALUC. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONSULTANT prior to, and in connection with, discontinuing the work hereunder.

8. TERMINATION FOR CAUSE

The ALUC may terminate this Agreement for and be relieved of any making any payments to CONSULTANT, and all duties to CONSULTANT should the CONSULTANT fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the ALUC may proceed with the work in any manner deemed proper by the ALUC.

All costs to the ALUC shall be deducted from any sum otherwise due the CONSULTANT and the balance, if any, shall be paid to the CONSULTANT upon demand. Such remedy is in addition to such other remedies as may be available to the ALUC provided by law.

9. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONSULTANT pursuant to this Agreement is based on ALUC'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, ALUC, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the ALUC arising from this Agreement shall be immediately discharged. ALUC agrees to inform CONSULTANT no later than ten (10) calendar days after the ALUC determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONSULTANT arising out of performance of this Agreement must be submitted to ALUC prior to the final date for which funding is available. In the alternative, ALUC and CONSULTANT may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the ALUC may, if funding is provided to the ALUC in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the ALUC may, in its sole discretion, provide similar promises to pay to the CONSULTANT, which the CONSULTANT hereby agrees to accept as sufficient payment until cash funding becomes available.

10. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto

11. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, CONSULTANT shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONSULTANT shall provide a certificate of insurance and endorsements naming ALUC as an additional insured on each policy. The insurance carrier shall be required to give ALUC notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONSULTANT has a SIR, and if so, CONSULTANT shall be required to provide the entire policy of insurance with which it has a SIR.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The ALUC and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the ALUC.
4. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering CONSULTANT's wrongful acts, errors and omissions.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the ALUC Risk Manager.
2. Each of the above required policies shall be endorsed to provide the ALUC with 30 days prior written notice of cancellation. The ALUC is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONSULTANT to furnish insurance during the term of this Agreement.

12. INDEMNIFICATION

CONSULTANT has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, ALUC, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONSULTANT.

CONSULTANT's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the CONSULTANT, its agents, Sub-Consultant's and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of ALUC. This duty shall arise at the first claim or allegation of liability against ALUC. CONSULTANT will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

13. INDEPENDENT CONSULTANT

It is mutually understood and agreed that CONSULTANT is an independent CONSULTANT in the performance of the work duties and obligations devolving upon CONSULTANT under this Agreement. ALUC shall neither have, nor exercise any control or direction over the methods by which CONSULTANT shall perform the assigned work and functions. The contractual interest of ALUC is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and CONSULTANT shall hold ALUC harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes any contributions or premiums imposed or required by workers' compensation; any unemployment insurance, social security, income tax, and any other obligations from statutes or codes applying to CONSULTANT, or its Sub-Consultant's and employees, if any.

It is mutually agreed and understood that CONSULTANT, its Sub-Consultant's and employees, if any, shall have no claim under this Agreement or otherwise against the ALUC for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

CONSULTANT shall insure that all its personnel and employees, Sub-Consultant's and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that ALUC is not responsible for any benefits, coverage or payment for their efforts.

14. RECORDS, INFORMATION AND REPORTS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, the ALUC shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, CONSULTANT shall furnish ALUC such periodic reports as ALUC may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection shall be borne by the CONSULTANT.

15. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT hereunder are the exclusive property of ALUC and upon request of ALUC shall be delivered to ALUC upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of ALUC, and to the extent permitted by law, shall become the property of the ALUC. CONSULTANT may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by ALUC.

16. QUALITY OF SERVICE

CONSULTANT shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawing, specifications, designs, and/or other related items or services.

17. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the ALUC as provided in this Agreement are expressly conditioned upon CONSULTANT'S compliance with the provisions of the contract to the personal satisfaction of the ALUC. ALUC shall determine compliance in good faith as a reasonable person would under the circumstances.

18. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

19. ALUC NOT OBLIGATED TO THIRD PARTIES

The ALUC shall not be obligated or liable hereunder to any party other than CONSULTANT.

20. LAWS, LICENSE, PERMITS AND REGULATIONS

The CONSULTANT and the ALUC agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to CONSULTANT and ALUC, their sub-grantees, CONSULTANT, or Sub-Consultant and their work.

CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, ALUC of Merced and all other appropriate governmental agencies, including any certification and credentials required by ALUC. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by ALUC.

21. LIMITED EFFECT OF WAIVER OR PAYMENTS

In no event shall the making, by the ALUC, of any payment to CONSULTANT constitute, or be construed as, a waiver by the ALUC of any breach of covenant, or any default which may then exist, on the part of CONSULTANT. The making of any such payment by the ALUC while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONSULTANT from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

22. PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

23. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon ALUC unless agreed in writing by ALUC and counsel for ALUC

Notwithstanding any other provision of this Agreement, any dispute, concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

24. BREACH OF CONTRACT

Upon breach of this Agreement by CONSULTANT, ALUC shall have all remedies available to it both in equity and/or at law.

25. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if CONSULTANT fails to perform any obligation of this Agreement, the ALUC may itself perform, or cause the performance of, such agreement or obligation. In that event, CONSULTANT will, on demand, fully reimburse the ALUC for all such expenditures. Alternatively, the ALUC, at its option, may deduct from any funds owed to CONSULTANT the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the ALUC by law or as otherwise stated in this Agreement.

26. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONSULTANT will ensure that no conflict of interest exists between its officers, employees, or Sub-Consultant's, and the ALUC. CONSULTANT shall ensure that no ALUC officer or employee, in a position in the ALUC that enables them to influence this Agreement, will have any direct or indirect financial interest resulting from this Agreement. CONSULTANT shall ensure that no ALUC employee shall have any relationship to the CONSULTANT or officer or employee of the CONSULTANT, nor that any such person will be employed by CONSULTANT in the performance of this Agreement without immediate divulgence or such fact to the ALUC.

27. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONSULTANT and any Sub-Consultant's shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of ALUC, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of ALUC employees and agents, and recipients of services are free from such discrimination and harassment.

CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

28. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

29. SUB-CONTRACTS - ASSIGNMENT

CONSULTANT shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by ALUC. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by ALUC for the performance of any SUB-CONSULTANT whether approved by ALUC or not.

30. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to CONSULTANT from the ALUC may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

31. DUPLICATE COUNTERPARTS

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

The Agreement shall be deemed executed when it has been signed by both parties.

32. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

33. DEATH AND DISABILITY

It is understood and agreed that because this Agreement is entered into for the unique personal services of CONSULTANT, in the event of his/her death, this Agreement is forthwith terminated. In the event CONSULTANT is disabled permanently or for an extended period, ALUC may, at its option, terminate this Agreement forthwith. Permanent or extended disability means that CONSULTANT is unable to perform the services of this Agreement for such a period of time that it would cause a detriment to the ALUC as determined by the reasonable judgment of the ALUC.

Airport Commission

By _____

(Name)

(Title of Individual)

Dated

(Name of Individual/Company)

By _____

(Name)

(Title of Individual)

Dated

APPROVED AS TO LEGAL FORM
AIRPORT COMMISSION COUNSEL

By _____

Dated

ATTACHMENT: A

SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

Authorized Representative - Name Title

Signature Date

Business License No.: (Merced City) _____

(Merced ALUC) _____

Professional License No.: _____

Taxpayer Identification No.: _____

ATTACHMENT: B

REFERENCE LIST

(BIDDER TO COMPLETE AND RETURN WITH PROPOSAL)

List Five (5) Reference where the same or similar Scope of Work were provided

REFERENCE NO. 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 4 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

REFERENCE NO. 5 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____