

Contract # 1102987
Aircraft Noise Mitigation Study

This Contract is between Montgomery County, Maryland (“Montgomery”) and Arlington County, Virginia (“Arlington”).

As Arlington is a public entity as defined by the Montgomery County Code, this Contract may be awarded to the Contractor without competition under Section 11B-41 of the Montgomery County Code (2014) as amended, and Section 4.1.14 of the Montgomery County Procurement Regulations. Montgomery and Arlington are hereinafter referred to as the “Parties”.

BACKGROUND

The Parties are actively engaged with Federal officials to understand and mitigate the community impacts of aircraft noise resulting from both departing and arriving flights at Ronald Reagan Washington National Airport (“DCA”).

The Parties believe that the services of a third-party contractor are necessary to identify, evaluate and propose important mitigations to reduce aviation noise impacts on Arlington residents, Montgomery residents and other communities north of DCA. Through its procurement process, Arlington, with input from Montgomery, will select a vendor to act as its contractor to provide elected officials, staff, and representatives on the DCA Community Working Group (“CWG”) with technical resources to better understand the detailed nature of airspace management and possible alternatives and to assist with coordination among the surrounding jurisdictions, the Metropolitan Washington Airports Authority (“MWAA”) and the Federal Aviation Administration (“FAA”) (the “Project”).

Now, therefore, in consideration for the promises exchanged herein the receipt and sufficiency of which are mutually acknowledged, the Parties do hereby agree as follows:

ARTICLE I
SCOPE OF SERVICES

Arlington will manage and issue a solicitation for the procurement of a contractor to provide services as set forth in this agreement, working collaboratively with Montgomery procurement officials. Montgomery will coordinate with Arlington to allow for timely publication of the solicitation, including prompt review of the deliverables as defined in the contract which results from that solicitation.

The Parties will establish a joint Selection Advisory Committee (“SAC”), consisting of equal representation from the Parties. The SAC will review and evaluate responsive proposals in accordance with the evaluation criteria specified in the solicitation and in accordance with Arlington’s Purchasing Resolution and the Virginia Public Procurement Act (“VPPA”). The Arlington County Purchasing Agent will enter into a contract with the recommended Offeror.

The contract that results from the solicitation will, include the scope of services identified in Exhibit A, subject to amendment by the Parties.

Arlington will require that Montgomery be made an express third party beneficiary to the contract with the chosen vendor.

Prior to production and distribution of any reports or data visualization, the Contractor must generate sample outputs so that the Parties may understand how the deliverables will appear when completed.

ARTICLE II
COMPENSATION

The terms of this contract are subject to the appropriation and availability of funds including, but not limited to, any federal, state, or local grant program or other funding mechanism.

Prior to Arlington's publication of its solicitation, which is contingent upon receipt of funds from Montgomery, Montgomery will provide Arlington an amount equal to 50% of the ultimate contract funding. Each party's share of the contract will not exceed \$125,000.00 unless the parties agree otherwise by written amendment to this Agreement.

No expenditure of funds, as provided by Montgomery, under the contract with the chosen vendor will be made without the express written approval of Montgomery.

No later than the 15th day of each month during the term of this contract, Arlington will provide evidence to Montgomery of expenditures for the contract with the chosen vendor for the Project. The record of expenditures will be compiled by Arlington under generally accepted accounting principles. Montgomery may also request a separate audit of the expenditures, but is not required to do so.

ARTICLE III
TERM

This contract will become effective on the date of full execution and shall continue for one year. The Parties may agree to renew this contract for up to two additional one-year terms.

The activities under this contract must be performed during the term of the contract, which begins on the date it is executed by the Director of the Office of Procurement.

ARTICLE IV
MISCELLANEOUS PROVISIONS

All documents materials or data developed as a result of the contract to be awarded by Arlington are to be owned jointly by Montgomery and Arlington. Both Parties have the right to use and reproduce any such documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, the subject contract. The Parties may use this information for its own purposes, including reporting to state and federal agencies. Arlington will require its contractor to warrant that the contractor has title to or right of use of all documents, materials or data used or developed in connection

with the subject contract. Arlington will further require that its contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by Arlington or Montgomery.

Either Party may terminate the Agreement, in whole or in part, upon written notice to the other Party when the Party determines that termination is in its best interest. Upon termination, any unspent funds provided by Montgomery under this Agreement, will be re-paid to Montgomery by Arlington.

ARTICLE V
CONTRACT ADMINISTRATION AND POINTS OF CONTACT

The designated Arlington contact person for this contract is:

Sharon Lewis, Purchasing Agent
2100 Clarendon Blvd, Suite 501
Arlington, VA 22201
Email: Slewis1@arlingtonva.us
Phone: 703.228.3294

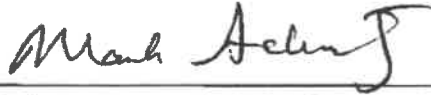
The designated Montgomery contact person for this contract is:

Ken Hartman
Regional Director
Bethesda-Chevy Chase Services Center
4805 Edgemoor Lane
Phone: (240) 777-8206
Fax: (240) 777-8211
Email: ken.hartman@montgomerycountymd.gov

(Signature Page Follows)

Contract No.: 1102987

**COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**



Mark Schwartz, County Manager
Arlington County Government

May 1, 2019

Date

**MONTGOMERY COUNTY,
MARYLAND**

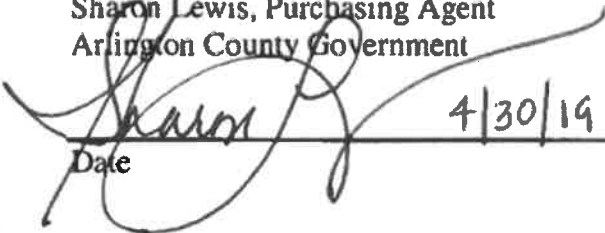


Avinash G. Shetty, Director
Office of Procurement

5/28/19

Date

Sharon Lewis, Purchasing Agent
Arlington County Government



4/30/19

Date

RECOMMENDED:



Melanie Wenger, Director
Office of Intergovernmental Relations

573-19

Date

APPROVED AS TO FORM AND
LEGALITY



County Attorney's Office

4/29/19

Date

APPROVED AS TO FORM AND
LEGALITY



Office of the County Attorney

5/15/19

Date

EXHIBIT A
Contract Scope of Services

The counties are contracting for the services described herein in order to:

- analyze and visualize existing aircraft noise and operations data to enable understanding by the public at-large and to inform efforts by policymakers to reduce noise impacts
- identify, evaluate and propose important mitigations to reduce aviation noise impacts on Arlington residents; Montgomery residents; and other communities north of Ronald Reagan Washington National Airport (DCA).

The Contractor shall, at a minimum, perform the following:

Component I: Aircraft Noise Assessment, Reduction and Mitigation Study

Part I: Analysis of DCA Noise and Operations Data

An analysis of DCA noise and operations data between 2010-2018 is required to better understand changes in the airspace that have led to a substantial increase in community complaints about aircraft noise north of the airport over this time period. Such analysis shall include supplemental noise metrics in addition to day-night average sound level (DNL), such as Number of events above Sound Exposure Level (SEL) (in 5 dB increments) and Time above SEL (in 5 dB increments). Contractor shall be responsible for retrieving the data from the originating organizations.

The analysis shall include:

1. Airport Noise Monitoring and Management (ANOMS) and Airport Noise Event Extraction Methodology (ANEEM) Data from MWAA and their consultants
 - a. Changes at individual noise monitors over time
 - b. Changes in early morning/late night noise events (both number and noise impacts)
2. Flight Track Data
 - a. Altitude and speed
 - b. Track Density
 - c. Flight path concentration
3. Flight Procedures and Operations Statistics
 - a. Procedures: The Contractor will provide a narrative summary of the history of arrival and departure procedures at DCA, including any and all noise abatement procedures. In addition, the following statistics shall be provided:
 - i. Procedure utilization rates
 - ii. Visual Flight Rules (VFR)/Instrument Flight Rules (IFR) utilization rates, particularly historical use of VFR for initial departure segment for northbound departures
 - iii. Noise impacts of procedures, relative to other procedures
 - b. Operations Statistics
 - i. Airline carrier
 - ii. Aircraft type
 - iii. Passengers/flight
 - c. Runway Utilization
 - i. Annual averages
 - ii. Analysis of weather conditions and flow

- iii. Analysis of secondary factors that have a strong influence on runway selection, such as runway safety issues, the current composition of the traffic, and flight origin or destination
- d. Fleet Mix
 - i. Changes over time and relationship to noise levels
 - ii. Upgauging (i.e., the use of higher capacity aircraft) and other efforts to maximize the number of passengers per flight and the relationship to per flight noise levels

In the analysis, the Contractor will utilize existing data, recommendations and findings available from the FAA and MWAA, in addition to work done by Contractors for both parties, including, but not limited to:

1. 1980 Environmental Impact Statement (EIS) for Metropolitan Washington Airports Policy
2. 1984 Report on the Test of Dispersal of Turbojet Aircraft Departure Tracks at Washington National Airport
3. 1989 Part 150 for DCA
4. 2004 Part 150 Update for DCA
5. 2014 DC Optimization of Airspace and Procedures in the Metroplex (OAPM) Environmental Assessment (EA)
6. 2017 DC OAPM Post-Implementation Analysis
7. DCA Airplane Noise Assessment Project from the District of Columbia Department of Energy and Environment
8. The work of ASCENT and others for the FAA specific to DCA operations, including quantifying the impacts of upgauging on noise and quantifying noise from advanced operational procedures

The Contractor shall forecast noise scenarios based upon existing and projected operations through the year 2030.

The Contractor may recommend other analyses or tasks for Part I, such as a survey of resident attitudes towards aircraft noise impacts, if required to fully understand changes in procedures and practices that have led to increased public complaints from communities north of DCA. Should such analysis or tasks require the collection of data not readily available from other sources, such analysis shall be approved in advance by the grantors.

Prior to production and distribution of any reports or data visualization, the Contractor shall generate sample outputs for approval by the grantor so that all parties understand what the deliverables will look like and it is agreed that they are acceptable.

Part I Deliverables:

1. Provide a comprehensive assessment of the history of air traffic patterns north of DCA to identify and communicate the evolution of the air traffic volume, altitudes, speeds, frequency, track density, concentrated flight paths, hours of operation and any other relevant factors, with a particular focus on changes since 2010; and
2. Analyze the noise impacts of this traffic and these changes, showing how the noise impacts have evolved over time and identifying the key factors driving the changes; and

3. Prepare reports and use data visualization tools that allow an understanding of the above information by the general public; and
4. To the maximum extent practicable, provide all of the information above through online or other means so as to make it publicly available and accessible.

Part II: Identification and Evaluation of Alternatives to Reduce Noise

The primary focus of this solicitation is to develop and analyze alternatives to reduce the community impacts of aircraft noise.

The analysis of alternatives shall include, but not be limited to:

1. Analyze noise generated from Lazir Procedure vs. legacy procedures
2. Analyze North Flow/South Flow split and benefits/disadvantages/feasibility of a 50/50 balance
3. Evaluate the merits of the current goal of “maximizing flight time over water” as a means of achieving noise reduction and mitigation, relative to other alternatives
4. Evaluate Track/Waypoint adjustments along departure and arrival procedures
5. Analyze noise tradeoffs of altitude and thrust/climb rate/speed and potential benefits of an enhanced noise abatement climb
6. Evaluate feasibility of raising altitudes on arrival procedures and the potential noise impacts along the arrival corridor
7. Evaluate feasibility of re-creating dispersion along a departure or arrival corridor utilizing one runway
8. Evaluate fleet changes, aircraft settings or aircraft retrofits that could result in noise reduction

Proposals and alternatives for noise reduction and abatement must consider impacts in the entire DC metroplex and be feasible for FAA implementation. To the extent a “largely over the river and equidistant between noise sensitive areas” procedure is considered, provide options for reducing the impact to communities that are located adjacent to the Potomac River.

Proposals and alternatives shall consider a variety of factors that influence human experience on the ground and, using analytical techniques, quantify the improvement for each solution. For the purpose of making quantitative comparisons, the Contractor shall model the overall noise footprint of historical procedures; current procedures; and any proposed future procedures using the Aviation Environmental Design Tool (AEDT) or equivalent system to provide information about noise exposure to populations on the ground. The Contractor must employ noise metrics other than DNL that are more reflective of what is actually experienced by residents on the ground, such as Number of events above Sound Exposure Level (SEL) (in 5 dB increments) and Time above SEL (in 5 dB increments). Geographic areas shall be partitioned into grid cells of a size to be determined by the Contractor as most appropriate and useful in understanding noise impacts of populations on the ground.

Part II Deliverables:

1. Develop alternate conceptual flight routes and/or operational procedures for arrivals and departures that reduce total noise and/or more equitably distribute noise impacts, while assessing the impact of these alternatives on fuel cost, efficiency and safety; and
2. Identify and develop additional measures that may be taken by stakeholders to reduce or mitigate the impact of aviation noise from DCA on surrounding communities; and

3. Model the noise impacts of these conceptual alternatives, in relation to existing and projected noise levels under current operations, and communicate these results in a way that the general public can understand; and
4. To the maximum extent practicable, provide all of the information above through online or other means so as to make it publicly available and accessible.

Component 2: Community Engagement

The contract will require the Contractor to participate in community engagement activities through the use of a project website and information dashboard. The Contractor must attend public meetings throughout the project cycle, which will include:

1. contract kick-off briefing to the Arlington and Montgomery County communities,
2. briefing on the findings from Part I,
3. final briefing on the entire study following the completion of Part II

Component 3: Advocacy and Implementation Assistance

The Contractor will be expected to work closely with the Montgomery County and Arlington County Community Working Group (CWG) delegations to ensure they are equipped to engage with the FAA on proposal details. The Contractor must be prepared to work with the FAA during the .41 process and provide consultation to Arlington and Montgomery.