

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the _____ day of May, 2015, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Harris Miller Miller & Hanson Inc. _____, a Massachusetts corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Noise Consulting services for Development of a 14 CFR Part 150 Airport Noise and Land Use Compatibility Study Noise Exposure Map Update, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a Noise Consultant and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, this Agreement sets forth the terms and conditions under which CONSULTANT shall provide professional services, to be paid with Airport funds and reimbursed with pledged Federal Aviation Administration Entitlement Funds as they are made available; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Director of Aviation (hereinafter referred to as "Director") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or June 30, 2017, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed

within seven hundred (700) consecutive calendar days from such authorization to proceed.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Two Hundred Ninety Five Thousand Six Hundred Twenty Five Dollars and Zero Cents (\$295,625.00). Such fee includes all expenses incurred by CONSULTANT in performance of the services.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of CITY business.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable

law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Director's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

5. Confidential Information, Ownership of Documents and Copyright License.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of CITY. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement or default by CONSULTANT. CONSULTANT grants CITY a copyright license to use such drawings and writings. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. CITY may modify the design including any drawings or writings. Any use by CITY of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written verification by CONSULTANT will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT. CONSULTANT may keep a copy of all drawings and specifications for its sole and exclusive use.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of

interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

(i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms and Federal Assurances.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

(d) CITY will carry out applicable federal requirements in the administration of this Agreement. Notwithstanding Section 25 herein, CONSULTANT agrees to comply with all applicable federal assurances identified in **Exhibit D** and require that each subcontract include the same assurances by each of its subcontractors.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this

Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

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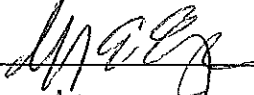
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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Harris Miller Miller & Hanson Inc.,
a Massachusetts corporation

By: _____
Kevin R. Meikle,
Director of Aviation
Airports Department

By: 
Name: Mary Eagan
Title: President

(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk


By: 

By: _____
Deputy

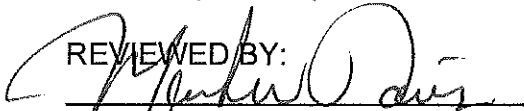
Name: DIANA WASILUK

No signature of City Attorney required.
Standard Document #FYI-S-18.0 has
been
used without modification, as certified by
the undersigned.

Title: COO / Treasurer
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

By: 
Elodia Cavazos
Staff Assistant
Airports Department

Any Applicable Professional License:
Number: N/A
Name: _____
Date of Issuance: _____

REVIEWED BY: 
Mark W. Davis,
Airports Planning Manager
Airports Department

Addresses:
CITY:
City of Fresno
Attention: Mark W. Davis,
Airports Planning Manager
4995 E. Clinton Way
Fresno, CA 93727
Phone: (559) 621-4532
FAX: (559) 498-5549

CONSULTANT:
Harris Miller Miller & Hanson Inc.
Attention: Eugene Reindel,
Vice President
8880 Cal Center Drive, Suite 430
Sacramento, CA 95826
Phone: 916-368-0707
FAX: 916-368-1201

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D - Assurances

Exhibit A
SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno
and Harris Miller Miller & Hanson Inc.
DEVELOPMENT OF A 14 CFR PART 150
AIRPORT NOISE AND LAND USE COMPATIBILITY STUDY
NOISE EXPOSURE MAP UPDATE

This scope of work outlines the professional consulting support services proposed by Harris Miller Miller & Hanson Inc. (HMMH) to the City of Fresno (the City) for an update to the Fresno Yosemite International Airport (FYIA or FAT) Noise Exposure Map (NEM). The HMMH Team shall complete all required tasks and the Federal Aviation Administration (FAA) checklists as required under Title 14 of the Code of Federal Regulations Part 150 (14 CFR Part 150) and provide the City a Noise Exposure Map for submittal to the FAA. HMMH shall also regularly confer, per City concurrence, with the FAA to assure compliance with FAA interpretations of regulatory requirements. The remainder of this introductory section provides relevant background information, the major elements and tasks of the proposed scope of work including the estimated schedule for deliverables and the proposed communication protocol we believe is essential to the successful completion of your NEM update.

Project Background

The City completed its first 14 CFR Part 150 Study for FYIA, previously named Fresno Air Terminal, in 1988. The FAA completed its review of the original NEM and found it in compliance with Part 150 requirements on February 7, 1990. The FAA approved the NCP and published a "Record of Approval" on September 14, 1990.

With HMMH consulting services, the City completed the most recent Part 150 study for FYIA in 2007. The project culminated in submission of two volumes of documentation to the FAA:

- (1) NEM documentation
- (2) A proposed Noise Compatibility Program (NCP).

The FAA found the NEM in compliance with Part 150 requirements on July 6, 2005,¹ and provided a Record of Approval (ROA) for the NCP on July 28, 2008.²

Proposed Scope of Work

Based on our extensive NEM update experience and knowledge of the purpose and need for the update at FYIA, HMMH proposes the following services, which are organized by major elements and tasks:

Element 1 – Design and Conduct a Public Participation Program

- Task 1.1 Organize and attend informational workshops with affected public
- Task 1.2 Provide toll free telephone number and study website
- Task 1.3 Respond to inquiries from citizens
- Task 1.4 Document the public participation process

Element 2 – Develop Operational, Noise, and Land Use Data Bases

- Task 2.1 Review existing planning and environmental documents
- Task 2.2 Identify gaps or inadequacies in the data base
- Task 2.3 Develop additional operational, noise, and land use data

¹ Federal Register/Vol 70, No. 165/Friday August 26, 2005/Notices, pages 50437-8

² FAA, Record of Approval, Fresno Yosemite International Airport, Noise Compatibility Program available at http://www.faa.gov/airports/environmental/airport_noise/part_150/states/media/roa_california_072808.pdf

Task 2.4 Conduct noise measurements in local communities

Task 2.5 Evaluate status of NCP implementation

Element 3 – Prepare Documents

Task 3.1 Prepare draft NEM documentation

Task 3.2 Prepare final NEM documentation

Element 4 – Evaluate Existing and Potential Airport Noise Mitigation

Task 4.1 Compare the resulting 2015 and 2020 NEMs with the previous NEM

Task 4.2 Review effectiveness of noise mitigation implementation

Task 4.3 Determine potential need for updating the Noise Compatibility Program

The following table indicates proposed major deliverables for the project, the associated tasks, and target dates for delivery. The City may, at its sole discretion, modify the delivery target dates as required for the successful completion of the project.

Milestone	Element	Months from Notice to Proceed
1. First public workshop	1	1-2
2. Draft noise modeling assumptions for review	2	4
3. Draft noise contours for review	3	5
4. Draft documentation for initial review	3	6
5. Second public workshop and public review	1	7
6. Prepare final NEM for submittal to FAA	3	9

Strategy for Communication

Successful Part 150 projects include high-quality project management and exceptional communication between the HMMH Team and the City as well as intra-Team communication among the HMMH Team members who are anticipated to include (dependent upon City approval): Harris Miller Miller & Hanson Inc. (HMMH), C&S Companies, and CommuniQuest. Successful Part 150 projects also incorporate all interested parties into the process, which the HMMH Team intends to accomplish through an extensive public outreach program described in Element 1 in this scope of work.

The Consultant Project Manager, Robert (Bob) Behr with assistance from Gene Reindel, will, upon the City's request, facilitate communications between the City and the FAA and various consultants required in this project. To ensure adequate communications between the HMMH Team and the City, HMMH will produce up to 14 detailed monthly progress reports or "executive summaries". HMMH proposes to hold monthly consultant progress meetings that will last for up to one hour and occur no more than monthly throughout the study. Under this task, upon City approval, HMMH will also periodically communicate with the FAA for continued coordination.

Responsibilities:

HMMH Team, throughout the Part 150 study, will hold regular (monthly) Team meetings, confer regularly with the FAA, and provide monthly executive summaries.

Product: Monthly executive summaries (up to 14).

The remainder of this document describes in general the task elements required to successfully complete the FYIA NEM update.

PREPARE THE NEM

The FAR Part 150 study will consist of three vital Elements: (1) the design of the public participation program; (2) the development of the operational, noise, and land use database; and (3) documentation. Upon completion of the NEM update, a fourth Element will review future mitigation with respect to the updated NEMs.

ELEMENT 1. DESIGN AND CONDUCT A PUBLIC PARTICIPATION PROGRAM

At every stage of the Part 150 planning process--from identification of local noise issues through plan development and implementation programming --opportunities exist to apprise airport neighbors, user groups, and local officials of project alternatives, and to solicit their comments, criticism, and support. In most 14 CFR Part 150 studies, HMMH considers it essential to maintain as broad a base of public involvement as possible and beyond the essential regulatory requirements to include informal contacts and consultation as well. Thus, the public information program will include the following elements:

- Informational newsletters tailored for public distribution at key points in the project
- Informal workshops open to the general public

HMMH proposes a public participation program throughout the NEM Update. CommuniQuest will provide support for the public outreach process. Based on discussions with the airport and our experience, we recommend the following subtasks for City consideration:

Task 1.1 Organize and Attend Informational Workshops with Affected Public

The HMMH Team will plan and conduct up to two community workshops on various noise and land use issues. These sessions will be informal and provide an opportunity for interested parties to comment on the 14 CFR Part 150 NEM update project in an unstructured setting.

1. Project kick-off workshop
2. Presentation of the NEM Update

At the **first public workshop**, the HMMH Team will conduct a presentation of background information on airport noise, the study process and scope, and schedule for the completion of the NEM update. This workshop will be in conjunction with the project kick-off meeting with the City and data collection visit identified in Element 2. This workshop may also be a forum for collecting potential residential sites for locating noise measurement equipment. HMMH will provide up to four (4) large-scale boards displaying airport noise and the study process and provide one or two single-page, double-sided letter size handouts. The HMMH Team will provide five team members to participate in the discussion of the boards with members of the public. We assume that City staff will assist as necessary (e.g., RSIP updates and other information not related to the study, etc.).

At the **second public workshop**, the HMMH Team will present the draft study results. HMMH will provide up to eight (8) large-scale boards displaying graphics, tables, and other pertinent information from the NEM. The HMMH Team will provide five team members to participate in the discussion of the boards with members of the public. A short presentation may also be made available to cover the highlights and results of the update. We assume that City staff will assist as necessary.

Responsibilities:

The HMMH Team will design the format for the workshops, develop agendas, workshop printed material, and sign-in sheets. Coordinate with FYIA staff to develop two (2) press releases/newspaper advertisements (one for each workshop) regarding the public workshops. Develop a mailing piece to be distributed to an agreed upon mailing list of up to 800 recipients. The mailing list should include:

- Individuals and/or organizations represented in the advisory committees of the last NEM and NCP update
- Homes within the original CNEL 65 dB contour
- Homes within the new CNEL 65 dB contour (For the second workshop only)

The City will review workshop materials and provide approval 30 days before the workshop.

The HMMH Team will collect comments received during these workshops and respond when the City believes a response is warranted, will attend and lead the proceedings at all public workshops, and will prepare summary reports of each workshop.

Product:

Two (2) public workshops, two sets of press releases/newspaper advertisements, two agendas, two informational material packets, direct mailings, two sign-in sheets and summary reports of each workshop.

Task 1.2 Provide Toll Free Telephone Number and Study Website

HMMH will set up a toll free telephone number to our Sacramento Office and make this number available to the City and the interested public. HMMH will also set up and maintain a study website. This website will provide information about the project including upcoming workshop information and results from the study and workshops. The City website may include a link to the study website.

Responsibilities:

The HMMH Team will provide a project-specific toll free number for contacting HMMH during the study and set up and maintain a project-specific website. HMMH will keep a log of calls to the toll free number and provide to the City on a monthly basis. All inquiries related to the SMART program will be referred back to the City. HMMH will meet with the City to determine the information to be provided on the website and update the website before and after each public workshop or as needed with updates not to exceed 14.

The City may, at its discretion, provide a link from the City website to the study website.

Product:

A toll free telephone number, a study website, and a monthly log of phone calls received regarding the study.

Task 1.3 Respond to Inquiries from Citizens

The HMMH Team staff will respond promptly and courteously to inquiries from airport neighbors, and airport users. All media contacts will be referred to the City for response as warranted. Because it is important that the Project Manager and other HMMH staff be as accessible as possible throughout the study, all telephone calls, letters, and requests for information will be documented and handled in a professional and responsive manner. All inquiries from the public related to the SMART program will be referred back to the City.

Responsibilities:

The HMMH Team will prepare responses to citizen inquiries and prepare responses to media inquiries at the City's request.

Product:

Responses to inquiries.

Task 1.4 Document the Public Participation Process

Full documentation of this task will be provided in the Part 150 summary reports identified under

Element 3. Documentation will include notes of workshops, records of pertinent phone conversations and the running phone log, copies of informational material developed under this task, copies of letters received, and attendance sign-in sheets. These materials will be incorporated as an appendix to the final document as an indication of the extent of public participation and outreach achieved by the study.

Responsibilities:

The HMMH Team will maintain records of all phone conversations, copies of outreach informational material, letters received by the HMMH Team, and attendance sign-in sheets.

The City shall review the documentation.

Product:

Public outreach effort documentation for inclusion with the FAA submissions as required by 14 CFR Part 150.

ELEMENT 2. DEVELOP OPERATIONAL, NOISE, AND LAND USE DATA BASE

The success of the Part 150 planning process depends on the development of accurate and reliable data about the airport, the community, and the noise impact of the airport's operations on the community. Existing airport and local land use studies contain a great deal of relevant information about the current and future operations of the airport, and the land uses in the airport's environs.

Task 2.1 Review Existing Planning and Environmental Documents

The HMMH Team will identify and collect relevant planning and environmental documents related to the airport, and surrounding land uses. Likely sources of information include:

- 2004 Noise Exposure Map Update
- Environmental Assessment for Proposed Runway Safety Area Improvements
- California Air National Guard Environmental Impact Statement
- Airport Layout Plan
- State System Plan Study, if available
- FAA Tower Orders, Letters of Agreement, and Standard Operating Procedures
- FAA Air Traffic Control Tower operations records
- FAA Terminal Area Forecast (TAF)
- FlightAware operations data for aircraft filing instrument procedures to FYIA
- Airport operations summaries
- US Weather Service data
- Aeronautical charts and instrument approach procedures
- Land use and zoning maps
- Building Codes
- Airport tenant and operating agreements

Responsibilities:

The HMMH Team will identify, collect and review planning and environmental documents that relate to the airport, aircraft operations, and surrounding land uses.

The City shall assist in identifying and collecting required information (see list above) and review list of documents collected for applicability and completeness.

Product:

Detailed list of documents collected by the HMMH Team.

Task 2.2 Identify Gaps or Inadequacies in the Data Base

Based on the review of documentation in Task 2.1, the HMMH Team will evaluate the available data and prepare a technical memorandum identifying areas in which the Team will need to supplement or update those data.

Responsibilities:

The HMMH Team will evaluate available data and prepare a technical memorandum that identifies areas in which supplemental information is required.

The City shall review the technical memorandum and provide timely feedback.

Product:

A technical memorandum from HMMH to the City identifying areas in which it will be necessary to supplement or update the available data.

Task 2.3 Develop Additional Operational, Noise, and Land Use Data

The HMMH Team will provide the additional operational, noise, and land use data identified as lacking in Task 2.2. We anticipate that the following new material may have to be developed under this task:

- The HMMH Team will develop all noise modeling inputs based on collected data, interviews and discussions. As appropriate under Part 150 requirements and FAA guidelines, HMMH will determine any non-standard modeling requirements and develop a request to the FAA for review and approval (e.g., user-defined profiles and aircraft substitutions).
- Noise exposure contours and associated demographic and land use information for a base year and for a five-year projection of operations, as required by 14 CFR Part 150. Assuming the NEM will be submitted to the FAA in calendar year 2015, the base year will be 2015 and the forecast year will be 2020. It is likely that the base year will be generated using 2013/2014 operations, which will be the most current full year of operational data available. Contours will be developed using the FAA-approved computer model, INM Version 7.0d and will be presented in 5 dB increments from CNEL 60 db to CNEL 75 dB. Land use compatibility will be specified out to the CNEL 60 dB contour. As required by the FAA during the preceding NEM update, the CNEL 60 dB contour will be distinguished with "for informational purposes only".

The HMMH team will provide minor updating of recent land use development in the airport environs along with a projection of future development trends. The HMMH team will develop the land use mapping using a Geographic Information System (GIS) allowing transfer of data by shape files. The HMMH Team will coordinate with local planning agencies to ensure that the land uses shown for existing and future conditions are accepted by these agencies.

- Update the Aviation Activity Forecast. The HMMH Team will update the aviation activity forecasts for input into the latest version of the Integrated Noise Model (INM). Forecasts will be developed for the years 2015 and 2020, assuming the NEM will be submitted to the FAA in 2015. In accordance with the FAA-recommended guidance for aviation forecasts, "Forecasting Aviation Activity by Airport"³, the HMMH Team will adhere to the following process (to the extent that data are made readily available by FYIA):
 - Step 1: Identify Aviation Activity Parameters and Measures to Forecast. The operational forecast will involve an evaluation of the following operations: based aircraft, transient aircraft, commercial aircraft, and military operations. The forecast will contain necessary information for input into the INM model and will

³ GRA, Incorporated prepared for FAA Office of Aviation Policy and Plans, Statistics and Forecast Branch, July 2001.

be broken down by aircraft category, by specific aircraft type (if the necessary information is made readily available by FYIA) and by time of day (day, evening and night as defined by the Community Noise Equivalent Level or CNEL).

- Step 2: Collect and Review Previous Airport Forecasts. Previously approved aviation demand forecasts will be reviewed to determine their applicability to the existing 2015 and future 2020 conditions. This will include a review of forecasts prepared for the 2004 NEM Update, the NGB Environmental Impact Statement (EIS)⁴, and the Environmental Assessment (EA) for the Proposed Runway 11L-29R Runway Safety Area Enhancements⁵. Dependent upon the fidelity of the aviation activity information provided by these studies, they will provide the basis for information contained in the updated aviation activity forecasts.
- Step 3: Gather Data. Once the HMMH team has determined the data requirements and identified sources for historical aviation data, FAA aviation forecasts (such as the most recent Terminal Area Forecast [TAF]⁶ and FAA Aerospace Forecasts⁷), and socioeconomic data, the HMMH team will collect and evaluate these data. As a towered airport, the FAA Air Traffic Activity Data System (ATADS)⁸ will provide reliable operations counts. Additionally, FlightAware⁹ data will be obtained as these data provide operations counts by aircraft filing instrument procedures to FYIA. Although FlightAware data do not account for all operations, they provide a reasonable starting point for developing an aircraft fleet mix. The HMMH team will also work with the airport sponsor to obtain any additional data that may not be currently available to the public.
- Step 4: Select Forecast Methodology. Step 4 involves the updating of aviation forecasts using several methodologies in order to select a preferred forecast that most accurately reflects anticipated activity. The HMMH team, with input from the airport sponsor, will utilize and compare the following methods to determine which applies best to FYIA: (1) *Regression and Trend Analysis* – This analysis assumes that operational activity is dependent upon external factors. For the FYIA Forecast, the HMMH team will complete regression analyses involving socioeconomic factors such as per capita income and population to determine the variable(s) that has(have) the greatest correlation to aviation activity at FYIA. This relationship is determined by using historic data for the independent and dependent variables. A major advantage of using the regression method is that if the independent variables are more readily projected than the forecast or dependent variable, then derivation of the aviation forecast is a relatively straight forward process. Additionally, this method yields a forecast that is rooted in local conditions. (2) *Share Analysis* – This methodology evaluates the “historical share” of national operations that the Airport has experienced and uses this share to project its future operations based on established national forecasts. (3) *Comparison with Other Airports* – This method looks at other U.S. airports of similar size and characteristics to develop a forecast for FYIA.
- Step 5: Apply Forecast Methods and Evaluate Results. Once a preferred forecast methodology has been established and approved by the City, the HMMH team will complete the forecast for each of the parameters identified in Step 1. These results will be summarized in table and narrative format, as

⁴ Draft Environmental Impact Statement for the F-15 Aircraft Conversion, 144th Fighter Wing, California Air National Guard, Fresno-Yosemite International Airport, May 2012. <http://www.eis144fw.com/>

⁵ Coffman Associates, Inc., prepared for City of Fresno and FAA, December 2012.

⁶ <http://aspm.faa.gov/main/taf.asp>

⁷ http://www.faa.gov/about/office_org/headquarters_offices/apl/aviation_forecasts/

⁸ <http://aspm.faa.gov/opsnet/sys/Main.asp?force=atads>

⁹ <http://flightaware.com/> FlightAware provides live flight data, airport delays, fuel prices, weather maps, flight planning, navigation charts, and other operational and analytical products.

appropriate.

- Step 6: Compare Airport Planning Forecast Results with TAF and Submit to the FAA for Review and Approval. The results of the forecast will be compared with the FAA's most recent TAF at the time when the City provides approval of the forecast methodology. The forecasts developed under this task will then be forwarded to the City to provide to the FAA, San Francisco Airports District Office (SF-ADO) for review and approval.
- Minor updating of recent land use development in the airport environs and a projection of future development trends.
- Interviews with representatives of the airport, FAA, airlines, community representatives, flight schools, pilots, and business interests.
- An analysis of noise complaints.

Responsibilities:

The HMMH Team will prepare a preliminary draft memorandum of all noise modeling inputs for the City to review, followed by the FAA, as deemed necessary. HMMH will revise the proposed modeling inputs to address specific comments. As appropriate under 14 CFR Part 150 requirements and FAA guidelines, HMMH will, as necessary, provide a non-standard modeling request for the City to forward to the FAA for review and approval (e.g., user-defined profiles and aircraft substitutions).

The HMMH Team will recommend the aviation forecast methodology for City approval and provide a complete aviation forecast for noise modeling purposes for City and FAA SF-ADO review and approval.

The HMMH Team will develop base year (assumed 2015) and forecast year (assumed 2020) aircraft noise exposure contour sets based on a planned 2015 NEM submission. In addition, the Team will develop a land use base map with up to date information, conduct interviews of various airport stakeholders and users, and analyze noise complaints.

The City will review and approve: (1) the aviation forecast methodology, (2) the FYIA aviation forecast, (3) noise modeling inputs, and (4) non-standard noise modeling request.

The City will submit the following to the FAA for approval: (1) the aviation forecast and (2) the non-standard modeling request (if needed).

The FAA will approve the non-standard noise modeling request and the aviation forecast.

Products:

The deliverables will include:

- Memorandum recommending the aviation forecast methodology.
- Draft and final aviation forecast.
- Draft and final memorandum of all noise modeling inputs to include updated aviation activity forecasts.
- Non-standard modeling request provided to the City for submittal to the FAA for review and approval.
- Aircraft noise exposure contour sets for 2015 and 2020 (assumed years) along with the noise measurement results described in Task 2.4.

Note:

The CNEL 60 dB contours are intended for disclosure purposes only. The CNEL 60 dB contours will be shown in the contour sets with dashed lines (or other line types) and labeled as "(Disclosure Purposes Only)" to distinguish them from the other contour levels.¹⁰

¹⁰ This is consistent with the presentation in the November 2004 NEM document.

Task 2.4 Conduct Aircraft Noise Measurement Program and Obtain Aircraft Flight Track Data

The HMMH Team will conduct noise measurements at selected locations in the airport environs to provide information on noise levels of individual aircraft operations. Measurements will also be used to determine significant non-aircraft noise sources and background noise levels in the study area, and will be used as a check of computer predictions of aircraft noise exposure. HMMH will recommend potential measurement areas with final site selection coming from discussions and approval from the City. The measurements will be conducted by HMMH over an approximately one-week period of normal to high activity, based on historical traffic data. HMMH will measure noise levels at up to nine sites, four of which will be primary sites with measurements lasting approximately seven complete 24-hour days at each location. Measurements at secondary sites will be conducted for shorter periods. During the measurement period HMMH Team/City observers will note flight paths and aircraft operations. Flight track and the associated aircraft identification data for up to 14 days will be requested from the FAA or third party provider and analyzed. For purposes of our cost estimate, we have assumed the FAA will provide these data at no cost to the City.

Responsibilities:

The HMMH Team will conduct an aircraft noise measurement program to compare the measured levels to the noise modeling results, and observe flight paths and aircraft operations at FYIA. The Team will obtain and analyze up to seven (7) days of FYIA flight track and aircraft identification data in conjunction with the noise measurement period to facilitate matching aircraft to measured noise events.

Product:

The noise measurement methodology, locations and results; observations; and flight track data will be included in the written report for Task 2.3.

Task 2.5 Evaluate Status of NCP Implementation

The HMMH Team will summarize the status of approved NCP elements. This information will be acquired during the interviews discussed in Task 2.3 and additional conference calls with the City, as necessary. The treatment of other NCP elements will be limited to qualitative discussion of their implementation status.

Responsibilities:

The HMMH Team will review each approved NCP element and determine the current status for insertion in the NEM.

The City will review the summary memorandum and provide concurrence with the documented status of each NCP measure.

Product:

Draft and final memorandum describing the current status of each NCP element contained in the preceding NCP.

ELEMENT 3. DOCUMENTATION

Task 3.1 Prepare Draft NEM Documentation

The HMMH Team will provide an electronic version of the draft documentation for the City to review and approve. The HMMH Team will meet with the City via conference call to discuss comments. HMMH will prepare ten copies of a revised draft and, with The City approval, submit to the FAA for its preliminary review. HMMH representatives and the City will meet with the FAA via conference call, as necessary, to discuss FAA comments prior to release of the

document to the public for review.

Following resolution of any FAA comments, HMMH will prepare five copies of the draft document for public review. HMMH will arrange for distribution using a list developed in consultation with the City. HMMH will prepare an electronic version of the document for posting on the project's website (as discussed in Element 1), as appropriate.

Responsibilities:

The HMMH Team will prepare a preliminary and secondary draft document.

The City shall review the preliminary and secondary draft documents.

The FAA shall review the secondary draft document.

The HMMH Team shall incorporate City and FAA edits and prepare a final draft for release to the public.

Product:

The deliverables will include:

- An electronic file in Word format of the first preliminary draft NEM document
- An electronic file in pdf format and ten hard-copies of the second preliminary draft NEM document for FAA review
- An electronic file in pdf format and up to ten hard-copies of draft NEM documents for public review.

Required Travel:

One site visit by up to five team members to present the draft NEM to the City and conduct Public Workshop 2 (as discussed in Element 1).

Task 3.2 Prepare Final NEM Submittal

Following resolution of any final draft document comments received, HMMH will prepare an electronic version in Word format for the City review and approval. Upon receiving the City approval, HMMH will prepare one electronic file in pdf format and ten copies of the final document. For estimation of costs, we anticipate that the comments will not affect the technical analysis and will only require minor edits to the draft document.

This document will satisfy the requirements for the NEM documentation. HMMH recommends the City submit the NEM to the FAA SF-ADO for FAA acceptance at the conclusion of the project.

Responsibilities:

The City shall review and approve the NEM. A certification by the City validating the contours is required prior to submitting the NEM to the FAA.

The FAA shall review the NEM and accept the document if it meets FAA requirements as provided in 14 CFR Part 150. The FAA will provide a letter to the City once they find the NEM is acceptable.

Product:

Final NEM document in both electronic and hard-copy formats.

ELEMENT 4. EVALUATE EXISTING AND POTENTIAL AIRPORT NOISE MITIGATION

The City currently administers a Residential Sound Insulation Program (RSIP) at FYIA, known locally as the SMART Program. As a result of the possible changes to the NEMs the HMMH Team will complete the following three tasks to ensure the City appropriately continues noise

mitigation, assuming noise mitigation remains required to administer their Noise Compatibility Program at FYIA.

Task 4.1 Compare the resulting 2015 and 2020 NEMs with the previous NEM

Responsibilities:

The HMMH Team will compare the results of the incompatible land uses within the 2015 and 2020 NEMs with the prior results from the 2004 NEM forecast conditions for 2009.

Product:

A written summary of the differences along with up to two graphics showing the differences in the incompatible land uses

Task 4.2 Review effectiveness of noise mitigation implementation

Responsibilities:

The HMMH Team will review all NCP noise mitigation measures to evaluate the current status and implementation of each measure, whether or not it was an FAA-approved noise mitigation measure of the preceding NCP update.

Product:

Summary of review incorporated in the memorandum provided in Task 4.2.

Task 4.3 Determine potential need for updating the Noise Compatibility Program

Responsibilities:

The HMMH Team will determine whether, according to FAA guidelines in 14 CFR Part 150, the City should update the FYIA NCP. Three possible outcomes from this task are: (1) a recommendation that the City complete a full update to the NCP, (2) a recommendation that the City complete a strategic update to particular NCP measures or (3) a recommendation that no changes are required to the NCP at this time. If the City elects to pursue an NCP update, an additional grant from the FAA will be required.

The City will review the memorandum, provide suggested edits and determine whether to pursue an update to the FYIA NCP at this time.

Product:

Draft and final memorandum presenting the results and recommendations from Tasks 4.2 and 4.3.

Exhibit A
SCHEDULE OF FEES
 Consultant Service Agreement between City of Fresno
 and Harris Miller Miller & Hanson Inc.
DEVELOPMENT OF A 14 CFR PART 150
AIRPORT NOISE AND LAND USE COMPATIBILITY STUDY
NOISE EXPOSURE MAP UPDATE

SUMMARY

Element Descriptions	Labor	ODC	Subconsultant	Total
1. Design and Conduct a Public Participation Program	\$48,995	\$5,400	\$37,732	\$92,127
2. Develop Operational, Noise, and Land Use Data Bases	\$112,720	\$13,453	\$13,072	\$139,245
3. Documentation	\$41,480	\$600	\$5,208	\$47,288
4. Review Future Mitigation with Respect to the NEM Update	\$16,965	\$0	\$0	\$16,965
Total	\$220,160	\$19,453	\$56,012	\$295,625

Exhibit A
SCHEDULE OF FEES
Consultant Service Agreement between City of Fresno
and Harris Miller Miller & Hanson Inc.
DEVELOPMENT OF A 14 CFR PART 150
AIRPORT NOISE AND LAND USE COMPATIBILITY STUDY
NOISE EXPOSURE MAP UPDATE

LABOR DETAIL

Element Descriptions	Principal in Charge		Project Manager		GIS Specialist		Analyst		Accounting		Contracts/Graphics		Administrative		Total Labor Cost
	Hrs.	\$240	Hrs.	\$175	Hrs.	\$150	Hrs.	\$135	Hrs.	\$190	Hrs.	\$135	Hrs.	\$100	
1. Design and Conduct a Public Participation Program															
Project Management/Coordination	4	\$960	16	\$2,800	0	\$0	8	\$1,080	2	\$380	1	\$135	0	\$0	\$18,140
Organize and attend informational workshops with affected public	32	\$7,680	32	\$5,600	0	\$0	28	\$3,780	0	\$0	8	\$1,080	0	\$0	\$15,340
Provide toll-free telephone number and study website	0	\$0	4	\$700	0	\$0	0	\$0	16	\$3,040	80	\$10,800	8	\$600	\$2,440
Respond to inquiries from citizens	4	\$960	8	\$1,400	0	\$0	8	\$1,080	0	\$0	0	\$0	0	\$0	\$6,720
Document the public participation process	4	\$960	16	\$2,800	0	\$0	16	\$2,160	0	\$0	0	\$0	8	\$800	\$49,995
Element 1 Subtotal	44	\$10,560	76	\$13,300	0	\$0	60	\$8,100	18	\$3,420	89	\$12,015	16	\$1,600	
2. Develop Operational, Noise, and Land Use Data Bases															
Project Management/Coordination	4	\$960	16	\$2,800	2	\$300	8	\$1,080	2	\$380	0	\$0	0	\$0	\$5,520
Review existing planning and environmental documents	0	\$0	4	\$700	0	\$0	8	\$1,080	0	\$0	0	\$0	0	\$0	\$1,780
Runway and Taxiway coordinates, elevations, thresholds, hold positions	0	\$0	8	\$1,400	0	\$0	16	\$2,160	0	\$0	0	\$0	0	\$0	\$3,560
Forecasts of operations and fleet mix for 2015 and 2020	0	\$0	16	\$2,800	0	\$0	32	\$4,320	0	\$0	0	\$0	0	\$0	\$4,320
Flight tracks and flight track utilization rates by aircraft group and time of day	0	\$0	8	\$1,400	0	\$0	16	\$2,160	0	\$0	0	\$0	0	\$0	\$3,560
Runway utilization rates by aircraft group and time of day	0	\$0	24	\$4,200	0	\$0	40	\$5,400	0	\$0	0	\$0	0	\$0	\$9,500
Arrival and departure procedures with a focus on the F-15	0	\$0	4	\$700	0	\$0	8	\$1,080	0	\$0	0	\$0	0	\$0	\$1,780
Runup locations, orientations, power settings, and durations	0	\$0	8	\$1,400	0	\$0	8	\$1,080	0	\$0	0	\$0	0	\$0	\$2,960
Identify gaps or inadequacies in the data base	2	\$480	8	\$1,400	0	\$0	8	\$1,080	0	\$0	0	\$0	0	\$0	\$2,960
Develop Technical Memorandum that identifies areas requiring supplemental information	4	\$960	8	\$1,400	0	\$0	24	\$3,240	0	\$0	0	\$0	0	\$0	\$5,600
Draft noise modeling inputs memorandum	0	\$0	16	\$2,800	0	\$0	24	\$3,240	0	\$0	0	\$0	0	\$0	\$6,040
Non-standard modeling request memorandum to FAA for substitutions, profiles and taxiing	8	\$1,920	8	\$1,400	0	\$0	8	\$1,080	0	\$0	0	\$0	0	\$0	\$4,400
Data collection travel	0	\$0	16	\$2,800	0	\$0	40	\$5,400	0	\$0	0	\$0	0	\$0	\$8,200
Assemble INM runs	0	\$0	8	\$1,400	0	\$0	16	\$2,160	0	\$0	0	\$0	0	\$0	\$3,560
Run INM and export results	0	\$0	8	\$1,400	8	\$1,200	8	\$1,080	0	\$0	0	\$0	0	\$0	\$3,680
Assemble land use data including mitigation information	0	\$0	8	\$1,400	8	\$1,200	8	\$1,080	0	\$0	0	\$0	0	\$0	\$3,680
Assess compatible land uses within the 65 dB DNL contours	0	\$0	8	\$1,400	8	\$1,200	8	\$1,080	0	\$0	0	\$0	0	\$0	\$3,680
Field verify land uses within the 65 dB DNL contours	0	\$0	4	\$700	8	\$1,200	8	\$1,080	0	\$0	0	\$0	0	\$0	\$2,980
Conduct noise measurements in local communities	2	\$480	80	\$14,000	0	\$0	80	\$10,800	0	\$0	0	\$0	0	\$0	\$25,280
On-site setup, observing, download, maintenance, take-down	0	\$0	8	\$1,400	0	\$0	54	\$7,290	0	\$0	0	\$0	2	\$200	\$8,890
Data analysis and development for inclusion in NEM update documentation	2	\$480	8	\$1,400	0	\$0	16	\$2,160	0	\$0	0	\$0	0	\$0	\$4,040
Evaluate status of NCP implementation	0	\$0	2	\$350	16	\$2,400	4	\$540	0	\$0	0	\$0	0	\$0	\$3,290
Evaluate status each NCP element	22	\$5,280	262	\$43,050	42	\$6,300	426	\$57,510	2	\$380	0	\$0	2	\$200	\$112,720
Create lists and graphics of properties mitigated to date															
Element 2 Subtotal	22	\$5,280	262	\$43,050	42	\$6,300	426	\$57,510	2	\$380	0	\$0	2	\$200	

LABOR DETAIL (Continued)

Element Descriptions	Project Manager												Total Labor Cost			
	Principal in Charge		Technical Lead		GIS Specialist		Analyst		Accounting		Contracts/Graphics Administrative					
	Hrs.	\$240	Hrs.	\$175	Hrs.	\$150	Hrs.	\$150	Hrs.	\$135	Hrs.	\$100				
LABOR													Total Labor Cost			
Principal Cons. I	Sr. Consultant I	Sr. Consultant II	Sr. Consultant III	Sr. Proj. Support	Proj. Support	Proj. Support	Proj. Support II	Proj. Support II	Proj. Support II	Proj. Support II	Proj. Support II	Proj. Support II				
Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.				
3. Documentation																
3.1 Project Management/Coordination	4	\$960	16	\$2,800	0	\$0	8	\$1,080	0	\$0	0	\$0	0	\$0	28	\$4,840
Prepare draft NEM documentation																
Prepare draft NEM and meet with Authority via teleconference	4	\$960	24	\$4,200	16	\$2,400	64	\$8,640	0	\$0	0	\$0	4	\$400	112	\$16,600
Prepare and deliver revised draft NEM	2	\$480	8	\$1,400	4	\$600	24	\$3,240	0	\$0	8	\$1,080	4	\$400	50	\$7,200
Prepare and deliver draft document for public review	0	\$0	8	\$1,400	4	\$600	8	\$1,080	0	\$0	0	\$0	4	\$400	24	\$3,480
3.2 Prepare final NEM documentation																
Prepare and deliver final document to Authority	8	\$1,920	16	\$2,800	4	\$600	24	\$3,240	0	\$0	0	\$0	8	\$800	60	\$9,360
Element 3 Subtotal	18	\$4,320	72	\$12,600	28	\$4,200	128	\$17,280	0	\$0	8	\$1,080	20	\$2,000	246	\$41,480
4. Review Future Mitigation with Respect to the NEM Update																
4.1 Project Management/Coordination	4	\$960	16	\$2,800	0	\$0	8	\$1,080	2	\$380	0	\$0	0	\$0	30	\$5,220
Compare the resulting 2015 and 2020 NEMs with the previous NEM																
Compare results to 2009 forecast NEM	0	\$0	1	\$175	0	\$0	2	\$270	0	\$0	0	\$0	0	\$0	3	\$445
Provide a summary and up to two graphics	1	\$240	2	\$350	2	\$300	2	\$270	0	\$0	0	\$0	0	\$0	7	\$1,160
4.2 Review effectiveness of noise mitigation implementation																
Review all noise mitigation measures	2	\$480	4	\$700	0	\$0	4	\$540	0	\$0	0	\$0	0	\$0	10	\$1,720
Provide a review summary of measures in memorandum in Task 4.2	1	\$240	4	\$700	0	\$0	8	\$1,080	0	\$0	0	\$0	0	\$0	13	\$2,020
4.3 Determine potential need for updating the Noise Compatibility Program																
Develop recommendations based on review of existing NCP and FAA guidelines	2	\$480	4	\$700	0	\$0	4	\$540	0	\$0	0	\$0	0	\$0	10	\$1,720
Provide draft and final memorandum of review and recommendations	4	\$960	12	\$2,100	0	\$0	12	\$1,620	0	\$0	0	\$0	0	\$0	28	\$4,680
Element 4 Subtotal	14	\$3,960	43	\$7,525	2	\$300	40	\$5,400	2	\$380	0	\$0	0	\$0	101	\$16,965
Total	88	\$23,520	453	\$76,475	72	\$10,800	554	\$88,250	22	\$4,180	97	\$13,095	38	\$3,800	1,374	\$220,160

Exhibit A
SCHEDULE OF FEES
Consultant Service Agreement between City of Fresno
and Harris Miller Miller & Hanson Inc.
DEVELOPMENT OF A 14 CFR PART 150
AIRPORT NOISE AND LAND USE COMPATIBILITY STUDY
NOISE EXPOSURE MAP UPDATE

OTHER DIRECT COST DETAIL

Element Descriptions	Other Direct Costs (HMMH)										Total	
	Air Fare	Hotel	Car	Subsistence	Instuments	Computer Use	Shipping	Reproduction	Misc.- Parking/Tolls Gas, etc.	Other		
1. Design and Conduct a Public Participation Program	\$0	\$2,000	\$500	\$1,000	\$0	\$0	\$0	\$1,100	\$400	\$400	\$400	\$5,400
2. Develop Operational, Noise, and Land Use Data Bases	\$0	\$2,700	\$825	\$1,000	\$8,528	\$0	\$2,000	\$0	\$400	\$0	\$0	\$13,453
3. Documentation	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$500	\$0	\$0	\$0	\$600
4. Review Future Mitigation with Respect to the NEM Update	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$4,700	\$1,325	\$2,000	\$8,528	\$0	\$2,100	\$1,600	\$800	\$400	\$400	\$19,453

Exhibit A
SCHEDULE OF FEES
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DEVELOPMENT OF A 14 CFR PART 150
AIRPORT NOISE AND LAND USE COMPATIBILITY STUDY
NOISE EXPOSURE MAP UPDATE

SUBCONSULTANT COST DETAIL

Element Descriptions	Subconsultant Costs						Total
	C&S Engineers		Communicquest Inc.		Subtotal	Total	
	Labor	Expenses	Labor	Expenses			
1. Design and Conduct a Public Participation Program	\$6,832	\$1,550	\$18,000	\$11,350	\$29,350	\$37,732	
2. Develop Operational, Noise, and Land Use Data Bases	\$13,072					\$13,072	
3. Documentation	\$5,208					\$5,208	
4. Review Future Mitigation with Respect to the NEM Update						\$0	
Total	\$25,112	\$1,550	\$18,000	\$11,350	\$29,350	\$56,012	

Exhibit B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno ("CITY")
and Harris Miller Miller & Hanson Inc. ("CONSULTANT")**

Development of a 14 CFR Part 150 Airport Noise and Land Use Compatibility Study
Noise Exposure Map Update
PROJECT TITLE

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

A. MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

1. **UMBRELLA OR EXCESS INSURANCE**

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

II. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or

- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

III. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

Development of a 14 CFR Part 150 Airport Noise and Land Use Compatibility Study
Noise Exposure Map Update
 PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

We work for C&S Engineers on various projects;

we believe they also do business with the City of

Fresno.

Additional page(s) attached.



 Signature

3/27/15

 Date

Mary Eagan

 (name)

Harris Miller Miller & Hanson Inc.

 (company)

77 South Bedford Street

 (address)

Burlington, MA 01803

 (city state zip)

Exhibit D
ASSURANCES

**Consultant Service Agreement between City of Fresno ("CITY")
and Harris Miller Miller & Hanson Inc. ("CONSULTANT")**

A. I. P. PROJECT NO. 3-06-0087-73

Development of a 14 CFR Part 150 Airport Noise and Land Use Compatibility Study
Noise Exposure Map Update
PROJECT TITLE

During the performance of this Agreement (hereinafter referred to as "contract" or "contract documents"), CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to collectively as "the contractor" or "CONSULTANT") agrees as follows (hereinafter, "CITY" is referred to as "Sponsor"):

**I. PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES
CONTRACTS**

A. ACCESS TO RECORDS AND REPORTS

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America Certification (below) with all bids or offers on Airport Improvement Program ("AIP")-funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.

- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

See Attachments A and B: Buy American Certifications

C. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

D. CIVIL RIGHTS ACT OF 1964, TITLE VI

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

E. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

F. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

G. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this contract, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

I. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

J. TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative ("USTR");
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K. BAN ON TEXTING AND DRIVING

The contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government. The contractor further agrees to conduct workplace safety initiatives commensurate with the size of its business, such as establishing rules or programs that prohibit text messaging while driving and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

L. CERTIFICATION OF ARCHITECT/ENGINEER

The contractor shall sign and provide the attached certification to Sponsor. Such certification is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract.

Attachment C: Certification of Architect/Engineer Form

II. PROVISION APPLICABLE TO PROFESSIONAL SERVICES CONTRACTS

\$10,000 AND GREATER

A. TERMINATION OF CONTRACT

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

III. PROVISION APPLICABLE TO PROFESSIONAL SERVICES CONTRACTS

\$25,000 AND GREATER

A. CERTIFICATIONS REGARDING DEBARMENT AND SUSPENSION

1. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

III. PROVISIONS APPLICABLE TO PROFESSIONAL SERVICES CONTRACTS \$100,000 AND GREATER

A. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

B. CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**Attachment A: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR
TOTAL FACILITY**

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.
 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

**Attachment B: CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR
MANUFACTURED PRODUCTS**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic product
 3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

1. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
2. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver -- Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

Attachment C: CERTIFICATION OF ARCHITECT/ENGINEER

A. I. P. PROJECT NO. 3-06-0087-73

**Consultant Service Agreement between City of Fresno
and Harris Miller Miller & Hanson Inc.
Development of a 14 CFR Part 150 Airport Noise and Land Use Compatibility Study
Noise Exposure Map Update
PROJECT TITLE**

State of California

I hereby certify that I am the owner and/or duly authorized representative of the firm of Harris Miller Miller & Hanson Inc. , whose address is 77 South Bedford Street, Suite 120 , Burlington, MA 01803 and that neither I nor the principals here represented have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- (c) paid or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

3/27/15

Date



Signature