

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

THIS AGREEMENT is made and entered into effective the day of September, 2017, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Kimley-Horn and Associates, Inc., a North Carolina Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional airport planning consulting services for the Fresno Chandler Executive Airport Master Plan Update, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a Airport Planning 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 may be reimbursed with Federal Aviation Administration 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 ("Effective Date") and shall continue in full force and effect through December 1, 2019, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this agreement and in accordance with any performance schedule set forth in **Exhibit A**.

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 Three hundred eighty three thousand, eight hundred eighty nine dollars and zero cents (\$383,889.00). 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 writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY upon completion of the services and payment in full of all monies due to the CONSULTANT, and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(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.

(e) Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

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:

(a) 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.

(b) 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.

(c) 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 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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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

Kimley-Horn and Associates, Inc.,
a North Carolina Corporation

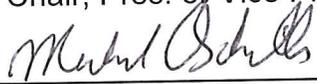
By: _____
Kevin R. Meikle, Director of Aviation
Airports Department

By: 
Name: Michael J. Hermann CA PE 49177

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Senior Vice President
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By:  8/19/12
Amanda B Freeman Date
Deputy City Attorney

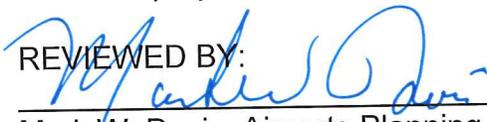
By: 
Name: Michael Co. Schiller

ATTEST:
YVONNE SPENCE, CMC
City Clerk

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

By: _____
Deputy

Any Applicable Professional License:
Number: CA CWP 49177
Name: Michael J. Hermann
Date of Issuance: 26 Jun 1992

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

Addresses:
CITY:
City of Fresno
Attention: Beth McDonell,
Capital Development Specialist
4995 E. Clinton Way
Fresno, CA 93727
Phone: (559) 621-4521
FAX: (559) 251-4528

CONSULTANT:
Kimley-Horn and Associates, Inc.
Attention: Pam Keidel-Adams,
Project Manager
7740 N. 16th Street
Phoenix, AZ 85020
Phone: (602) 678-3422
FAX: (602) 944-7423

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 ("CITY")
and Kimley-Horn and Associates, Inc. ("CONSULTANT")
Master Plan Update for Fresno Chandler Executive Airport
PROJECT TITLE**

BACKGROUND

The City of Fresno Airports Department ("the City" or "the Airports Department") has contracted the services of Kimley-Horn and its team of subconsultants (the "Consultant") to prepare a Master Plan Update (MPU or "the Study") for the Fresno Chandler Executive Airport (FCH or "the Airport"). Our Consultant will work closely with the Airports Department and the Federal Aviation Administration (FAA) to achieve results that meet their respective requirements and to create a plan that enhances the operational sustainability of the Airport. The end result of the entire effort will be a "Master Plan Update" report and an updated Airport Layout Plan (ALP) drawing set that integrates new aeronautical surveying conducted to meet the FAA's requirements for Airports Geographic Information Systems (AGIS).

The Airports Department is concurrently preparing a Master Plan Update (MPU) for the Fresno Yosemite International Airport (FAT) which is located approximately eight miles from FCH. With the City being the sponsor of these two airports, which primarily serve different segments of the aviation market, these two master plan studies must be coordinated to account for the broader system-wide influences the two facilities have on each other. The Kimley-Horn Consultant is also performing the FAT work effort and will strive to maximize cross-sharing of information, reduce redundancy of work efforts, and streamline the administration/management of both projects.

Preparation of the FCH MPU and ALP will conform to the FAA's guidance as currently available including the following:

- FAA Advisory Circular 150/5300-13A, Airport Design;
- FAA Advisory Circular 150/5070-6B, Airport Master Plans;
- FAA Advisory Circular 150/5300-16A, General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey;
- FAA Advisory Circular 150/5300-17C, Standards for Using Remote Sensing Technologies in Airport Surveys;

- FAA Advisory Circular 150/5300-18B, General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards;
- FAA Airports Division (ARP) Standard Operating Procedures (SOPs);
- FAA Order 5100.38, Airport Improvement Program (AIP) Handbook; and
- Other FAA Advisory Circulars, Orders and Regulations applicable to this project.

The MPU and ALP will provide the Airports Department guidance and serve as the general basis for ongoing facility and land development of the Airport. The overall goal of this guidance is to satisfy aviation demands and for the Airport to be wholly compatible with the community and environment. Specific objectives within this MPU Scope of Services are as follows:

- To develop new safety critical data per section 4.1.3 Safety Critical Data of FAA AC 150/5300-18B, Change 1. Obstacle and imagery collection will include the Airport's Part 77 obstruction identification surfaces for existing approaches for use in the FAA's AGIS program.
- To research factors likely to affect air transportation demands in the local area over the next 20 years, including FCH's interaction with FAT, and develop forecasts of aviation demand that are approved by the FAA.
- To determine the projected needs of Airport users for the next 20 years, taking into consideration recent revisions to FAA design standards, instrument approach capabilities, and future fleet mix.
- To recommend improvements that will enhance the Airport's ability to satisfy future aviation needs, meet FAA design standards, and enhance safety.
- To evaluate on- and off-Airport land use compatibility for both aeronautical activities and, on a cursory level, to determine potential opportunities to generate additional revenue.
- To establish a schedule of development priorities and funding needs for improvements proposed in the MPU, consistent with the FAA's capital improvement program planning, including identifying short term needs.
- To develop an Airport Layout Plan drawing set that is approved by FAA.
- To conduct a public outreach process that provides information on the Airport MPU, and offers opportunities for input and comment on the Study including use of an Advisory Committee and public workshops.

ELEMENT 1: PRE-PLANNING, STUDY DESIGN, AND ADMINISTRATION

This element includes the coordination necessary to determine the initial needs for the project and develop and finalize the Scope of Services, execute the contract agreements, and the ongoing project management needed to effectively and efficiently perform the MPU Study.

Task 1.1 – Pre-planning

Description: As part of developing the draft and final Scope of Services, pre-planning is required to understand the concerns and specific needs of the City and the Airports Department to establish the context and purpose of the Study. This consists of dialogue and coordination with FAA and City representatives on the primary issues and requirements to be addressed in the MPU. Previous study documents, as provided by the City, and readily available information will be reviewed to provide additional insight and understanding of the issues. Any resources or studies considered will be documented within the Study report. This coordination will be performed primarily via teleconferences with City representatives, Airport staff, FAA personnel and the Consultant, as well as one in-person scoping meeting conducted in concert with the FAT scoping meeting.

Product: Preliminary coordination, teleconferences, a scoping meeting, and initial review of existing documents to be used in the development of the Scope of Services.

Task 1.2 – Develop Scope of Services

Description: A draft Scope of Services will be prepared based on the pre-planning efforts and will be submitted to the Airports Department and FAA for review. Additional teleconferences may be performed and upon resolution of any comments from the Airports Department and FAA, the final scope and preliminary fee estimate will be prepared for the City’s use in obtaining an Independent Fee Estimate (IFE) for the proposed work. A preliminary project schedule will also be prepared. Following this, the Airports Department and Consultant will negotiate and execute all appropriate prime and subcontract agreements.

Product: Draft and final Scope of Services, schedule, project budget, and executed contracts.

Task 1.3 – Project Management

Description: Appropriate direction and project management will be provided in the development of the MPU as each element is undertaken and completed. This includes:

- Bi-weekly calls between the Airports Department and Consultant project managers to discuss strategy, resolve issues, and coordinate progress and schedule;
- Regular in-house meetings and internal Team coordination to manage workflow and quality control of deliverables;
- summary brochures, and other materials, as needed;

- Preparation of project status reports that will be submitted with monthly invoices; and
- Assist the Airports Department with preparation of associated FAA Quarterly Performance Reports for this project.

Product: Bi-weekly coordination calls, schedule maintenance, monthly invoicing and status reports, and assistance preparing FAA's Quarterly Performance Reports.

ELEMENT 2: STAKEHOLDER COORDINATION AND PUBLIC INVOLVEMENT PROGRAM

This element includes stakeholder, agency and public engagement efforts that will be performed throughout the course of the Study.

Task 2.1 – Kickoff Meetings

Description: A one-day set of internal team “kickoff” meetings will be held at the Airport subsequent to executing the contract agreements. It is anticipated that two (2) personnel from the team will participate in these meetings. These meetings will be used to introduce the team members and Airports Department staff, discuss the project goals and objectives, establish coordination and communication procedures, identify external coordination points, identify data resources, and generally define and clarify the mechanics of the Scope of Services. This meeting will also be used to initiate **Element 4**. The meeting is included in this task while the work associated with **Element 4** is described and included in that element.

Product: Series of kickoff meetings will be conducted at the Airport with to initiate the project and prepare for the initiation of technical analyses.

Task 2.2 – Master Plan Advisory Committee

Description: The Consultant will facilitate establishment of an Advisory Committee for the MPU. The Advisory Committee will serve as a non-voting body to provide stakeholder input and advise the Airports Department on content and recommendations for the MPU through meetings and review of the interim working papers. The Advisory Committee membership will be coordinated and confirmed with the Airports Department but may include representatives from the following entities:

- City of Fresno Airports Department;
- Airport Tenants and Fixed Base Operators;
- FAA Program Manager & Planner;
- California Department of Transportation (Caltrans) Division of Aeronautics;
- Fresno Council of Governments (including Airport Land Use Commission);
- City of Fresno Representative;

- Fresno Economic Development Corporation; and
- Fresno Chamber of Commerce.

The Consultant will facilitate three (3) Advisory Committee meetings to be held at a location determined in coordination with the Airports Department. Three (3) Consultant team personnel will attend the meetings.

The first will consist of a kickoff meeting to introduce the study and gain stakeholder input. Two subsequent meetings will be held to present draft findings of the MPU as it progresses. The date and time of the meetings will be coordinated with the Airports Department. The Consultant will distribute electronic copies of the working papers to the Committee prior to scheduled meetings, once approved by the Airports Department. The Consultant will prepare necessary meeting materials such as PowerPoint presentations, handouts, sign-in sheets and meeting summaries. Meetings are anticipated to be held in association with the key study topics as follows:

- Study Kickoff (to be held same day as Task 2.1);
- Inventory, Activity Forecasts, and Facility Requirements;
- Alternative Development Strategies; Recommendations and Implementation Plan.

Product: Three (3) Advisory Committee meetings will be conducted at the Airport with supporting materials provided before and after the meetings, as appropriate.

Task 2.3 – Airports Department and FAA Briefings/Coordination Meetings

Description: The Consultant will meet with the Airports Department and FAA staff to coordinate the MPU's and ALP's review and approval. One (1) meeting at either the Airport or the FAA's San Francisco Airports District Office (ADO) are accounted for with one (1) Consultant team member attending the meeting. This coordination meeting will be used to discuss the study's progress, provide opportunities for review and input on specific issues such as forecasts, alternative evaluations, ALP development, and/or other topics that arise during the MPU.

Product: One (1) Airports Department/FAA coordination meetings. One (1) Consultant team personnel will attend the meeting.

Task 2.4 – Briefings for Government Officials and/or Special Interest Groups

Description: During the course of the Study, it is likely that the need will occur to brief elected or government officials, or special interest groups, on areas of special concern or interest to them, ahead of broader public discussions and announcements. It is also anticipated that briefings will be needed at the conclusion of the planning effort to present the study findings to the City Council or others deemed important by the

Airports Department. This task accounts for preparation and attendance at one (1) such briefing/meeting specifically for FCH, by one (1) consultant team member, to be held in conjunction with another visit (such as the advisory committee or agency meetings).

Product: One (1) government or special interest group briefings outside of the other regularly scheduled meetings. At least one (1) Consultant team member will attend the meeting.

Task 2.5 – Public Workshops

Description: Development of the MPU will be coordinated with the general public in public workshops, offering opportunities for input from stakeholders and the local community. The workshops will follow the “open house” format as recommended in FAA AC 150/5070-6B, *Airport Master Plans*. Advertising for the workshops will be accomplished by the Airports Department primarily through electronic means (email, website, social media), as well as through notifications in the local news media. The location and times for all workshops will be coordinated with the Airports. Two (2) Consultant team personnel will be in attendance to manage and conduct the workshops and address public questions. Two (2) workshops have been budgeted over the course of the MPU, scheduled to coincide with the Advisory Committee meetings and covering the following topics:

- Study purpose, goals, inventory of existing facilities, activity forecasts and facility requirements;
- Alternatives, recommendations and implementation plan.

Product: Two (2) public information workshops and development of presentation materials to be provided in both hard copy and electronic format for posting on the Airport’s website.

Task 2.6 – Online Engagement

Description: The Consultant will obtain a domain (preferred is FresnoAirportsMasterPlan.com) for a website and will develop a website that provides information for both FAT and FCH. The Airports Department’s website (FlyFresno.com) will have minimal FCH MPU information and will provide a link to the MPU website. The Consultant will develop materials regarding the FCH MPU. The Consultant will work with the Airports Department on the general layout of the website or applicable MPU page(s). The website will be hosted by the Consultant for the duration of the project – at least until FAA’s approval of the final documentation is received. During the planning process, draft materials (e.g. working papers) will be available for review and download on the website as approved by the Airports Department. The website will provide the public with a means to make comments on the contents of the MPU (either on the

website itself or direct them to a location to submit those comments). All pertinent comments will be included within the Final Master Plan document.

The Consultant will announce the public workshops via the study website and will provide material to the Airports Department to also announce the workshops via their online methods.

Product: Acquire domain for website that will host information for both FAT and FCH. Website content development and access to project materials will be provided separately for FCH.

ELEMENT 3: NEW AERIAL PHOTOGRAPHY AND PLANIMETRIC MAPPING

Description: The purpose of this task is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1, Runways with Vertical Guidance. The project will be done in compliance with FAA AGIS policies and will include an airport airspace analysis for vertically-guided operations for existing and future Runway 12-30. For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1"= 3,750' of the obstruction surface areas and 1"=972" of the airport property. The aerial imagery will cover all of the VG Airspace Analysis surfaces using an Ultracam Falcon Digital Aerial Mapping System, or comparable, during leaf-on conditions. In addition, we will cover all of the non-precision Part 77 surfaces.

From the 1"= 3,750' imagery, the Consultant will produce the following:

- Limited landmark feature planimetric mapping;
- Color digital orthophotos with a 1.0' pixel resolution;
- Identification and mapping of obstruction obstacles for the VG surfaces; and
- Identification and mapping of obstruction obstacles for all objects within 10 feet of the Part 77 surface.

From the 1"= 972 imagery, we will produce the following:

- 100 scale mapping with 2' contours of the existing Airport property (1,190 acres);
 - Top of all buildings on Airport property.
 - Roadway elevations where they intersect the extended runway centerlines and edges of the RPZ/Part 77 Approach Surfaces as indicated on the ALP Inner Approach Drawings. This will include
 - a. South Thorne Ave
 - b. West Kearney Blvd
 - c. West Whitesbridge Ave

- d. S. West Avenue
- e. S Roeding Drive
- f. Sequoia Kings Canyon Freeway
- Color digital orthophotos with a 0.5'' pixel resolution; and
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS & VGPS surfaces.

The Consultant will be responsible for preparation and submittal of the Statement of Work (SOW), Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA AGIS online database.

Quality Standards: The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two-foot contours and six and twelve-inch orthophoto production. In addition, the Consultant ensures that the photogrammetric mapping will meet all FAA and NGS standards. The Consultant will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area: The project area encompasses all of Fresno Chandler Executive Airport inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying: The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. The Consultant will process the ABGPS data using COR stations and reference it to the project control datums:

- Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the CA State Plane Coordinate System, zone IV in US survey feet.
- Vertical: North American Vertical Datum of 1988 (NAVD 88).

A member of the Consultant team will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing Airport PACS and SACS stations or establish temporary Airport control according to the guidelines established in AC 150/5300-16A.
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control. The Consultant will provide information on the specific locations of the required control and check points.
- Collection of all the Airport runway end positions.
- Collection of vertical profiles for all runways.

- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the Airport and associated with any current instrument approach servicing the Airport.
- Full field-collected attribution of all Airport features.
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Airport Layout Plan".

Photogrammetric Mapping: The Consultant will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the City's RFP. The Consultant will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2-foot contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA) and AutoCAD format.

Orthophoto Mapping: The Consultant will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the Airport property, with a 0.5' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

VG Obstruction Surveys: For the VG Obstructions Surfaces the Consultant will satisfy the following requirements of the AC 150/5300-18B:

- 2.7.1.2 Analysis of Runway 12-30 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS).

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection. The final data will be delivered in ESRI Shapefile format.

Deliverables: The Consultant will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs. The 18B deliverables that will be uploaded to the AGIS website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan;
- Image Delivery;
- Digital limited landmark detail outside the Airport;
- Color digital orthophotos with a 1.0' pixel resolution (GeoTIFF format);
- Obstruction survey data (that covers VG surfaces);
- Surveyed centerline profile on VG runways;
- NAVAID data;
- Planimetric data and two-foot contours to 18B specs (Shapefile format);
- Photogrammetrically derived and surveyed attributes in defined format;
- FGDC compliant metadata; and
- Final Report.

Other than the 18B delivery, the Consultant will deliver the following items to the Airport:

- Planimetric data and two foot contours to 18B specs in Civil 3D (or other) format;
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (Airport property); and
- 2 color enlargements (30"x40") covering the Airport and surrounding area (mounted/laminated/framed).

In addition to the above, Part 77 deliverables will include:

- Obstruction survey data within 10 feet for Runways 12/30 in Microstation/Excel/CSV file format (20,200 feet beyond each runway)

Product: Updated mapping for preparing the ALP drawing set, including obstructions analysis and FAA-compliant Geographical Information System.

ELEMENT 4: DEFINE AIRPORT VISION AND STRATEGIC GOALS

This element will re-visit or establish the Airport Division's vision and strategic goals for the future of FCH within the context of the FCH-FAT System. The vision statement and strategic goals will guide the framework of facility planning and development alternatives in subsequent efforts of the MPU.

Task 4.1 Identify Airport Vision Statement and Strategic Goals

Description: Based on input from the Advisory Committee gathered at the MPU Kickoff Meeting, the Consultant will assist with the development and documentation of an Airport vision statement and a list of strategic goals that will incorporate issues that pertain to the Airport's strengths, weaknesses, threats, and opportunities within the context of the local community and environment.

Development of this vision statement and strategic goals will give consideration of FCH's role within the National Plan of Integrated Airports System (NPIAS) and the California Aviation System Plan (CASP).

Product: These will be incorporated into the Inventory Chapter of the MPU.

ELEMENT 5: INVENTORY OF EXISTING CONDITIONS

The purpose of this element is to assemble and organize relative information, data, and mapping related to the Airport that will be used throughout all phases of the MPU. This element will maximize the use of readily available information provided by the Airports Department and from other reliable sources. Only when existing information is not readily available, or is incomplete will new data be gathered with the advance approval of the Airports Department.

Comprehensive plans, studies, regulations, ordinances, and policies of the City, Airports Department, surrounding communities, and state agencies (including those initially reviewed as part of Task 1.1) will be reviewed to assure that recommendations of the MPU are consistent with the current and long-range objectives, goals, and needs of the various governments and jurisdictions.

Task 5.1 – General Data Collection

Description: Copies of existing reports, plans, electronic imagery, or other documents which may provide data on the history of the Airport, economic impact, area transportation systems, utilities, jurisdictional boundaries or other data and information pertinent to the MPU will be obtained by the Consultant. Where possible, the Airports Department will provide copies of existing studies for the Team's reference and use.

Collected reports and studies will be housed on a Kimley-Horn established file-share network (FTP) for use by the Study Team.

A brief overview of the history of the Airport, its aeronautical role in the national aviation system, and its role in the community's infrastructure will be documented. The Airport's economic impact and contribution to the community will also be generally described. A 10-year history of all FAA Airport Improvement Program (AIP) and state grants will be provided along with an overview of the grant obligations associated with those grants.

Product: The Consultant will compile and document existing studies and a brief description of any recommendations, issues, or concerns presented in the various existing or on-going relevant studies will be included in the MPU documents as appropriate.

Task 5.2 – Land Use and Zoning Data Collection

Description: Copies of existing local planning and land use regulations and mapping in the environs of the Airport will be obtained for review. This effort will concentrate on identifying the boundaries of controlling jurisdictions and the land uses by type. These types will be general and will include, but not be limited to, residential, commercial, agricultural, recreation, conservation, and public uses. In addition, readily available information will be obtained that will identify the typical characteristics which may influence construction and planning for the Airport. Existing, or currently proposed Airport zoning will be evaluated to determine compliance with existing FAA grant assurances and level of protection afforded to the Airport.

Product: Compilation and documentation of existing and future land use and zoning information and maps within the airport influence area.

Task 5.3 – Inventory of Airport Facilities

Description: The Consultant will conduct a one-day on-site inventory of the Airport to verify the size, type and general condition of various components of the Airport. In general, the following will be inventoried:

Airspace Structure and Approach Capability: Obstruction data will be gathered from existing obstruction charts and other sources as available. In addition, management of airspace, standard operating procedures, instrument approach procedures, departure procedures, and noise abatement procedures will be inventoried. This task will also summarize the obstruction survey findings of the AGIS survey.

Airfield: Runway, taxiways, and holding apron configurations including published pavement strength, maintenance history, Pavement Condition Index (PCI), Pavement Condition Number (PCN), airfield lighting, visual and navigational aids. The Airport perimeter fencing and access control gates will also be inventoried. The Airport's Pavement Management Plan (PMP) will be referenced for the PCI and PCN data.

General Aviation Facilities: The quantity, type, and general condition of hangars, transient aircraft parking aprons, tie-down positions, fixed base operators, flight schools, and general aviation services will be inventoried. Structural use, hangar utilization, and Airport tenant lease uses will be identified. Data on the existing terminal building and the status of the former FAA air traffic control tower (ATCT) will be obtained.

Airport Property: A review of the Airport's current Exhibit "A" will be conducted with Airports Department staff to obtain information on the Airport boundary and property interests (i.e. fee-simple, easement, rights-of-way) are accurately reflected. This effort will rely on readily available and no additional field survey or detailed deed/title research will be performed.

Ancillary/Support Facilities: Fuel storage, and equipment storage facilities, surrounding emergency response, and other Airport administration and maintenance facilities will be inventoried. Existing capacities including number of tanks, types of fuel, and available equipment and adequacy of storage tanks based on existing and forecasted aviation demand will be determined. Other types of businesses and building sizes on the Airport will be identified.

Product: On-site inventory and data collection of the above-noted categories to be documented in the Inventory Chapter of the MPU.

Task 5.4 - Inventory of Existing Infrastructure (Roadways, Vehicle Parking, and Utilities)

Description: The general condition of existing entrance roadways and vehicle parking areas will be documented to help determine adequacy of the present roadway system and vehicle parking facilities. Support facilities and major existing utilities will also be inventoried. More specifically, the inventory will include:

Vehicle Access, Circulation, and Parking: General condition and lighting of ground access will be inventoried and evaluated on the adequacy for existing and future use of the Airport. Multi-modal transportation facilities and signage (i.e. way finding) for the Airport within approximately one mile will be identified and evaluated.

Utilities: Utilities supporting the Airport will be identified and documented. Electrical power, emergency power, natural gas service, sanitary and storm sewer, potable water, telecommunication, and suppliers will be identified. The inventory will use readily available information, maps, and data provided by the City.

Product: Data collection of existing infrastructure elements will be incorporated into the Inventory Chapter of the MPU.

Task 5.5 – Review of Sustainability Practices and Information – removed from scope of work

Task 5.6 - Inventory Socioeconomic Data

Description: The Consultant will obtain available statistical data on historical and forecasted socioeconomic factors for the Fresno Metropolitan Statistical Area and/or Fresno-Madeira Combined Statistical Area from a third party such as Woods and Poole. These factors will include employment, income, and population, with emphasis placed upon the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation.

Product: Input to subsequent activity forecasting effort.

Task 5.7 – Assemble Weather Data

Description: Wind data from the NOAA National Climatic Data Center records from the Airport's Automated Weather Observing System (AWOS) will be compiled to evaluate crosswind coverage and generate updated wind roses for the Airport.

Product: Collection of wind data from the Airport's AWOS to generate updated wind roses that will be incorporated into the Inventory Chapter of the MPU as well as the Airport Layout Plan.

Task 5.8 – Obtain Financial Data

Description: Financial data and information necessary to provide adequate evaluation of recommended Airport development program resulting from this MPU will be gathered. An evaluation of Airport funds will be conducted to develop future recommendations consistent with sound fiscal management of the Airport and the funding resources required. This information will pertain primarily to the following, as it is available:

- Current and projected FCH operating budgets (revenue and expenses)

- Capital improvement projects planned, or in progress
- Airport leases
- Rates and charges for aircraft storage, fuel, and landing fees
- Historical FAA and state grants
- Debt service
- Number of employees by type and function (full and part time)

Product: Collection of financial data to be documented in the Inventory and Financial Analysis Chapters of the MPU.

Task 5.9 – Obtain Historic and Existing Operational and Based Aircraft Data

Description: Readily available historic and existing air traffic data for the Airport will be gathered and reviewed. The data will include, but is not limited to the following:

- Historic and existing aircraft operations (local and itinerant)
- Based aircraft fleet mix
- Military operations
- Flight training and touch and go activity
- Operations by aircraft type and volume
- Operational fleet mix

Sources to obtain aviation related activity will include but are not limited to FAA databases such as the TAF, ATADS, TMFSC, and other resources such as previous Airport studies and Airport records. Aircraft operational data will also be obtained/purchased from sources such as FlightAware, Airport IQ data center by GCR, or other reliable sources acceptable to the Airports Department and FAA.

A survey of based aircraft will be conducted at FCH. The survey results will be used to quantify regional trends and develop accurate regional and Airport-specific forecasts of future aviation demand.

A survey will also be developed to obtain information from itinerant users to determine their general aviation facility needs. This survey will be conducted at FCH to determine the infrastructure needs and/or amenities to support their activity at FCH. The survey will be developed with both hard copy and web-based completion options. Coordination will be necessary with the FBOs to ensure they understand the reason for the survey, the request for their assistance, how to promote the survey, and how to return the surveys. Signs will be prepared for display at the FBO facilities and at fueling locations, identifying the web address and possibly a QR code for scanning. The Consultant will coordinate with the Aircraft Owners and Pilots Association (AOPA), National Business Aircraft Association (NBAA), and other groups to encourage participation. These groups

can assist by discussing the importance of the survey in some of their communications such as email blasts, newsletters, or through other means.

Product: Collection of historical and existing aviation activity to be incorporated into the Inventory Chapter and subsequent elements of the MPU. This effort will also include a survey of based aircraft and itinerant aircraft operators at FCH.

Task 5.10 – Conduct Environmental Inventory

Description: Through the use of existing reports, maps, studies, environmental documents, the Internet, on-site observation and, if needed, correspondence with the various state regulatory agencies, the Airport’s environmental setting and key environmental resources that may be affected by development will be described. In addition to the socioeconomic and land use data obtained during previous tasks, the following information, to the extent that information is readily available, will be collected for the general environs of the Airport:

- Federal and State inventories of endangered and threatened species;
- State inventories of historic and archaeological sites;
- Water resources including coastal zones, flood plains, wetlands, wild and scenic rivers, and waters of the U.S.;
- Topographical maps of soil information;
- Federal and State air quality data;
- Section 4(f) resources (e.g. public parks);
- Hazardous materials sites (e.g. RCRA, CERCLA, UST/AST);
- Noise sensitive land uses (e.g. churches, schools, hospitals);
- Any Airport sponsored Wildlife Hazard Assessments or Wildlife Management Plans;
- Any Airport stormwater discharge permits;
- Any Airport environmental or sustainability plans (e.g. 2012 Sustainability Management Plan), policies or initiatives;
- Previous on-site environmental studies or National Environmental Policy Act (NEPA) documents; and
- Stormwater Pollution Prevention (SWPPP) and Spill Prevention Control & Countermeasures (SPCC) Plans.

Noise contours for the base year will be developed using the most current FAA-approved noise modeling tool – the Airport Environmental Design Tool (AEDT). The noise contours will depict the existing (2015 or whatever base year determined in concert with the Airports Department) and aircraft activity profile and will be presented for the CNEL 60, 65, 70, and 75 levels and overlaid on a land use base map and aerial photography. During the Alternatives Element, additional noise contours will be

prepared to reflect the preferred development and the 20-year operational activity levels approved by the FAA from the Forecasts Element.

Product: An environmental inventory narrative, and corresponding environmental resource map, will be prepared to briefly describe the existing environmental and community resources in the Airport environs. This information will be used in the preparation and evaluation of alternative airport development scenarios.

Task 5.11 - Prepare Working Paper #1 – Inventory

Description: The Consultant will prepare a working paper documenting the results of the previous tasks, focused on the inventory of existing Airport facilities, environs and operational activity levels. The draft will be submitted in electronic PDF format to the Airports Department for review and comment. Upon response to comments received, the working paper will be posted on the Study website and provided to the Advisory Committee. The information in this working paper will be used in subsequent elements of the MPU and ultimately be incorporated into appropriate chapters of the final MPU document.

Product: Draft and final working paper, in electronic PDF format, submitted to the Airports Department and Advisory Committee and posted on the Study website.

ELEMENT 6: AVIATION FORECASTS

As a result of significant changes that have occurred in the aviation industry in recent years, both on a broad national level and in the region, there is a need to review and consider the influences that these factors have played in the Fresno market. The forecasting of aviation activity at FCH will be addressed from a Fresno “system” perspective. This will entail projecting based aircraft and operational demands for a combined FCH and Fresno Yosemite International Airport (FAT) market and then determining the level of general aviation demand each airport will likely experience based on airport-specific strengths, constraints, opportunities, and user preferences. This forecasting effort will identify aviation demand that is anticipated to occur over a 20-year planning period using acceptable forecasting analysis techniques consistent with FAA guidance including *Forecasting Aviation Activity by Airport* (July 2001) and *Guidance on Review and Approval of Local Aviation Forecasts* (June 2008). The recommended forecasts of aviation demand will be submitted to the FAA for review and approval.

The following elements describe the specific efforts to be performed in preparing the activity forecasts for FCH.

Task 6.1 – Identification of Historical and Current Aviation Activity

Description: Data on historic and current air traffic activity at both FCH and FAT will be assembled and organized. Historical and current information that will be incorporated into the forecasts includes:

- Annual general aviation operations by airport;
- General aviation local vs. itinerant operations by airport;
- Based aircraft totals and fleet mix by airport; and
- Itinerant general aviation fleet mix (to extent available) by airport.

It is recognized that data available from FAA's basedaircraft.com varies significantly from data on file regarding hangar leases and based aircraft. These discrepancies will be discussed in the inventory and coordinated with FAA to ensure FAA's concurrence with the base data that is used for the FCH forecasts.

Additional information specific to FCH that will be compiled and documented includes:

- Peak month general aviation operations; and
- Additional peak activity operations as available (daily, hourly, etc.).

Information concerning peak hourly operations, daily, monthly, and annual activity will be quantified to the extent feasible. Data will be obtained from Airport records, Airport users, Fixed Base Operators (FBO's), and others.

Product: Collection, analysis, and documentation of historical and current aviation activity at FCH and general aviation activity at FAT.

Task 6.2 – Review of Existing Forecasts

Description: The Consultant will identify and review for validity any existing forecasts of aviation demand as they pertain to FCH and the Fresno/Central California Region (including general aviation at FAT). These forecasts may include, but are not limited to the FAA Terminal Area Forecasts (TAF), and those identified in previous studies such as the 1999 FCH Airport Master Plan and 2006 FAT Airport Master Plan.

Product: Review of and documentation of existing forecasts for FCH and Fresno/Central California Region.

Task 6.3 – Evaluate Trends and Factors that Impact Aviation Demand

Description: The Consultant will review local, regional, and national trends that have the potential to influence aviation demand within the FCH/FAT system. This will include

socioeconomic trends such as demographics, income and employment as well as aviation related factors such as fuel prices, pilot certificates/training, aircraft sales/production, NextGen technologies, etc. The roles of the airports within the Fresno region will also be reviewed. This effort will capitalize on the inventory of nearby airports being collected as part of the concurrent FAT Master Plan Update project which encompasses an area within an approximate 50-mile radius of FAT.

Product: Evaluation and documentation of local, regional, and national trends that impact aviation activity at FCH, FAT, and the Fresno area as a whole.

Task 6.4 – Prepare System Level and Airport Specific 20-Year General Aviation Forecasts

Description: System level (FAT/FCH) and FCH-specific forecasts will be prepared for short-, medium- and long-term periods. Short-term forecasts are for the period up to five years, medium-term forecasts have a 6 to 10-year horizon, while long-term forecasts will go to 20 years.

System level aviation forecasts that include activity for both FCH and FAT will be developed for the following categories:

- Based aircraft totals and fleet mix;
- Annual general aviation operations (local vs. itinerant); and
- Itinerant general aviation aircraft operational mix.

Airport-specific forecasts for FCH will include the elements listed above as well as the following elements:

- Annual military operations (local vs. itinerant);
- Day/night-time splits of operations;
- Percentage of touch and go operations;
- Annual instrument approaches (AIA's); and
- Peak month, day, and hourly operations.

Forecasting methodologies and techniques to be employed will include, but will not be limited, to:

- Regression analysis;
- Trend analysis and extrapolation;
- Socioeconomic factor comparison;
- Market share analysis;
- Comparison to similar type or nearby airports; and

- Analysis of previously generated forecasts.

Additionally, this forecasting effort will include the selection and recommendation of a critical aircraft for use in subsequent facility planning evaluation. This determination will be made consistent with the FAA's current draft advisory circular (AC) on *Critical Aircraft and Regular Use Determination*.

Product: Development and documentation of 5, 10, and 20-year aviation activity forecasts as well as determination of the airport's critical aircraft.

Task 6.5 – Prepare Working Paper #2 – Forecasts

Description: The Consultant will prepare a working paper describing the means, methods, assumptions and results of the activity forecasting effort. The draft will be submitted in electronic PDF format to the Airports Department for review and comment. Upon review and response to comments received from the Airports Department, the working paper will be submitted to the FAA and Advisory Committee.

Product: Draft and final working paper, in electronic PDF format, submitted to the Airports Department and Advisory Committee and posted on the Study website.

Task 6.6 – Forecast Coordination and Approval

Description: Recommended forecasts of aviation demand for FCH will be coordinated with, and submitted to, the FAA for review and approval as follows:

- Coordinating with the FAA, as necessary, prior to the submission of the forecasts to identify key issues important to the FAA's review. Additional coordination with the FAA may be required if the forecasts are outside of the allowed variance from the Terminal Area Forecast (TAF). Included is one meeting with the FAA to discuss the forecast prior to it being submitted for formal FAA review.
- Submitting draft Forecast Working Paper for FAA review and approval following the incorporation of any comments from the FAA ADO project manager.
- Preparing FAA comparison templates in accordance with FAA guidelines contained in *Forecasting Aviation Activity by Airport* (available at the FAA's website). The recommended forecasts will be compared with the most recent FAA TAF for FCH in terms of based aircraft and total aircraft operations for 20-year planning horizon.

Product: The FAA forecast template for Airport's submittal to FAA ADO and response to FAA comments. Submittal of FCH recommended forecasts to the FAA for review and approval.

ELEMENT 7: DEMAND/CAPACITY AND FACILITY REQUIREMENTS

This element will utilize the findings of the previous Study efforts to identify the Airport facility and infrastructure improvements needed to meet projected levels of demand, current FAA airfield design standards, and the strategic goals established by the Airports Department. This will effectively be a “gap analysis” to identify recommended Airport improvements over the 20-year planning horizon.

Task 7.1 – Conduct Demand/Capacity Assessment

Description: The FAA's methodology for assessing airfield capacity and delay, as described in the FAA AC 150/5060-5, will be utilized to develop an assessment of the current and future level of airfield capacity in terms of annual and hourly service volumes. The analysis will focus on the most basic evaluation techniques due to the unlikely potential for a capacity issue at FCH.

Product: Demand and capacity assessment to be used in the identification, justification and/or prioritization of needed capacity related airfield improvements.

Task 7.2 – Identification of FAA Design Standards

Description: Selection of the appropriate critical aircraft, or family grouping of aircraft will be conducted as part of Task 6.4. Within the Demand Capacity/Facility Requirements Element, the determination of critical aircraft will be used establish the FAA airport design standards that will be applied in the evaluation of airfield facility requirements. These standards are defined in FAA AC 150/5300-13A *Airport Design* and include the various airfield dimensional and facility separation requirements, and operational and land use protection zones, needed to maintain a safe and efficient aviation operating environment.

Product: Documentation of the FAA design standards to be used for the subsequent evaluation of Airport facility needs.

Task 7.3 – Airside Requirements

Description: Using the results of the previous Study elements, the ability of the airfield facilities to meet projected activity levels over the course of the 20-year planning horizon will be evaluated. Facility needs will be based upon accepted airport planning criteria (FAA AC 150/5300-13A and other FAA advisory guidance), industry standards, the FAA-approved forecast of aviation activity, and the Airports Department’s strategic goals for the Airport. Airfield needs to be assessed include:

- Runway length, width, and affiliated shoulder and blast pad requirements;

- Operational improvements for improved runway/taxiway utilization/capacity;
- Pavement strength;
- Taxiway requirements including conformity with geometry standards set forth in AC 150/5300.13a, Change 1, Chapter Four;
- Aircraft parking aprons;
- FAA separation and protection area standards;
- Lighting and marking requirements;
- Navigational aids both ground based and satellite based; and
- FAR Part 77 & TERPS surface considerations.

This task will analyze airfield facility needs relative to the highest and best use for on-Airport properties, particularly undeveloped areas and the area that is currently occupied by the non-operational airport traffic control tower.

Product: Detailed description of all airside facilities required to meet aviation demands at the Airport through the 20-year planning period.

Task 7.4 – Landside Requirements

Description: Based on the FAA-approved aviation demand forecasts prepared in Element 6, the demand and capacity analysis, and other applicable data, an analysis of landside facility needs will be made. Existing and historic information contained in the Caltrans “General Aviation System Needs Assessment (GASNA)” and the most recent “California Aviation System Plan” will be incorporated as appropriate. Facility requirements will be expressed in terms of gross area, linear feet or other basic units as excess or deficient capacity. This assessment will quantify future development items needed to maintain an adequate level of service, function, and operation at the Airport. The analysis will include:

- Aircraft apron and tie-down area;
- Aircraft storage hangar area by hangar type (conventional and T-hangars);
- Fixed Base Operator (FBO) facilities;
- Airport access and vehicle parking areas; and
- Airport Administration Building.

Specific attention will be given to ground access and security control, particularly as they pertain to airfield access along Airport Road. An evaluation of the existing ground access system will focus on security, circulation, and FAA design standards for existing and future development and redevelopment areas of the airfield.

Product: Detailed description and tabular listing of all landside facilities required to meet aviation demands at the Airport through the 20-year planning period.

Task 7.5 – Airport Support Facilities

Description: Using input related to the adequacy or inadequacy of specific Airport support facilities and applying relevant space planning criteria, various Airport support facilities will be reviewed as to their current ability to adequately and efficiently meet the current and anticipated demands associated with their specific role. This assessment will quantify future development items needed to maintain an adequate level of service, function, and operation at the Airport. Facilities to be assessed consist of the following:

- Airport Maintenance – maintenance repair shops, equipment storage, material storage areas, administrative space; and
- Fuel Storage/Supply – expansion capability, tank capacity vs. demand by fuel type, reserve in event of supply disruption.

Product: A description of Airport support facility improvements anticipated to be necessary over the near-term, medium-term and long-term and long-term planning horizons.

Task 7.6 – Utility Systems Infrastructure

Description: Utilizing accepted planning criteria, and readily available data, this task will generally compare existing and programmed utility systems serving the Airport (water, sanitary sewer, gas, electric and communications) and identify the adequacy or inadequacy of each component to support anticipated Airport development. This includes analyzing areas of the Airport that are unserved or under-served that could support aviation related or other commercial type development. As needed, the service providers will be contacted to discuss the adequacy of these systems. No field investigations to assess utility conditions is accounted for.

Product: A description of utility system improvements anticipated to be necessary to support Airport growth over the near-term, medium-term and long-term and long-term planning horizons.

Task 7.7 – Airspace Protection

Description: Using the aerial survey data obtained in **Element 3**, along with any known obstacle/obstruction information provided by the FAA and/or Airports Department, an evaluation of existing and potential penetrations to the Part 77 Imaginary Surfaces and Threshold Siting Surfaces (per AC 150/5300-13A) will be performed. Areas of concern will be noted and documented. The Consultant will work with Airports Department staff to understand the ongoing airspace protection program and any local or state regulations or zoning ordinances that strive to prevent or minimize potential airspace related adverse impacts to the Airport. The “California Airport Land Use Planning

Handbook” (Caltrans Division of Aeronautics, October 2011) will be referenced in this evaluation. The results of this analysis will support the evaluation of any recommended runway related geometry or approach capability improvements. This information will also be used in the development of the Airspace and Inner Approach sheets of the ALP drawing set.

Product: Documentation of airspace obstacles and areas of airspace protection concern.

Task 7.8 – Prepare Working Paper #3 – Demand/Capacity and Facility Requirements

Description: The Consultant will prepare a working paper that will provide up-to-date information in tabular, narrative, and graphic format. This will include documentation of data gathered and results of the previous tasks, focused on the Airport facility requirements needed to meet projected activity levels, FAA design standards and the Airports Department’s strategic goals. The draft will be submitted in electronic PDF format to the Airports Department for review and comment. Upon review and response to comments received from the Airports Department, the working paper will be posted on the Study website and provided to the Advisory Committee. The information in this working paper will be used in subsequent elements of the MPU and will ultimately become a chapter of the final MPU document.

Product: Draft and final working paper, in electronic PDF format, submitted to the Airports Department and Advisory Committee and posted on the Study website.

ELEMENT 8: SUSTAINABILITY PLANNING – removed from scope of work

ELEMENT 9: ALTERNATIVES ANALYSIS AND RECOMMENDED DEVELOPMENT PLAN

Alternative development concepts will be derived that satisfy FAA safety and design standards and that accommodate requirements for airside, landside, and support facilities. A range of reasonable and feasible alternatives will be considered for further evaluation. Any alternatives that were considered but later dismissed from further consideration will also be briefly discussed. The evaluation of alternatives will result in the recommend development plan that will form the basis of the ALP and MPU capital development program.

Task 9.1 – Preliminary Land Use Planning

Description: The Consultant will review existing land uses within and immediately adjacent to the Airport boundary. Using current municipal land use data, aerial photography, and site observations, general land use areas will be classified, and the amount of land devoted to each of the land use categories will be quantified. This task

assesses the availability of Airport land relative to the identified facility requirements. Utilizing the results from the various sizing analyses completed under the prior tasks, general land acreage requirements will be identified for the various Airport functional areas (i.e. airfield, landside/ground access/multi-modal, general aviation, maintenance, parking, access, stormwater management, etc.).

The purpose of this task is to determine whether additional land is needed to accommodate the long-range facility requirements and where those uses should be located. If additional land is required, the assessment will identify the more desirable and/or most feasible off-airport expansion areas that should be considered from a highest and best land use perspective. The development of land use alternatives will give consideration to functional adjacencies and historic Airport land use and development patterns. This will begin as an un-constrained analysis, assuming that there are no insurmountable barriers to the expansion of Airport property.

Areas of airport property that may no longer be needed for aeronautical use, airspace protection or noise mitigation will also be identified. Any such areas will be evaluated for potential redevelopment or re-use to support additional revenue generating non-aeronautical or commercial development.

Working with the Airports Department, a land use strategy for the Airport will be developed that takes into consideration physical, environmental, political, cost and other constraints. Objectives include determining the mix of land uses that best optimizes total revenue and return on investment, regional/local community integration, and retaining the flexibility required by the Airports Department to respond to future redevelopment opportunities.

Product: Preliminary on-airport land use plan to guide the development and evaluation of subsequent facility alternatives.

Task 9.2 – Identify and Evaluate Airside Alternatives

Description: The Consultant will formulate preliminary airside development alternatives that will address needed runway and taxiway development throughout the planning horizon and beyond. Schematic concept drawings and narrative descriptions will be provided for each concept. This task will be conducted simultaneously with the following tasks, to ensure that only options with the highest potential for integration with the other airport functional areas are brought forward for evaluation. It is anticipated that the preliminary airside alternatives will be evaluated on the following factors:

- Operational benefits
- Environmental considerations (including noise)

- Implementation costs/feasibility
- Construction/phasing issues
- Community acceptance
- Airspace and FAA standards considerations

Product: Recommended airfield layout for meeting existing and forecast runway and taxiway facility needs.

Task 9.3 – Identify and Evaluate Landside Alternatives

Description: In concert with the preliminary land use planning, development concepts for landside areas will be prepared to address anticipated demand and to provide flexibility in meeting potential tenant needs. The alternatives will generally address form, function, design standards and facility needs for the following items:

- Corporate hangar development and supporting elements (parking, apron, etc.);
- T-Hangar area expansion or development of new T-Hangar areas;
- Expansion or development of new based and/or itinerant general aviation apron areas;
- FBO facility expansion;
- Landside and airside access; and
- Potential new general aviation tenant opportunities.
- Size and condition of the existing administration building
- Potential new general aviation tenant opportunities

These alternatives will be evaluated on the basis of their efficiency in meeting identified demand by facility type and user characteristics, ability to group like tenants in the same general areas, engineering factors and enabling projects, ease of implementation, probable costs, operational efficiency, access and environmental considerations. Working with the Airports Department staff and major tenants, this will lead to the identification of a recommended landside development concept. Once the preferred alternative is identified, other configurations that could provide development flexibility for varying tenant needs (i.e. small aircraft, large aircraft, etc.) will be identified. A refined set of alternative configurations will identify examples of the general aviation development areas.

Product: Recommended configuration of landside area/s for meeting the anticipated operational and based aircraft, tenant, and Airport user needs. This will be incorporated into the Alternatives Chapter of the MPU.

Task 9.4 – Identify and Evaluate Support Facility Alternatives

Description: Alternatives to address specific support facility needs will be prepared and evaluated. It is anticipated that this effort will generally focus on the location, but possibly also the configuration, of needed support facilities. The alternatives will be evaluated based on practicality and efficiency measures as well as ease of implementation, optimized land use, environmental considerations, and development costs. This task will be conducted in concert with evaluation of land use, airside facility needs, access and general aviation planning as appropriate. Facilities that could be addressed include:

- Airport fuel farm
- Airport maintenance and storage

Product: Recommended support facility plans to be incorporated into the Alternatives Chapter of the MPU.

Task 9.5 – Consolidate Individual Recommendations into Integrated Development Concepts

Description: Recommended development options for the individual components of FCH will be integrated into not more than three airport-wide overall development concepts. Using labor and materials price data from recent Airport and local construction projects, as well as cost indices such as the Dodge Report and others, preliminary cost estimates for each Airport development concept will be developed. These preliminary cost estimates will provide additional information for selecting preferred development alternatives for the Airport.

Product: Up to three viable integrated Airport Development concepts and associated probable cost estimates.

Task 9.6 – Selection and Refinement of Recommended Airport Development Concept

Description: The Airports Department, along with the Advisory Committee, will assist with the evaluation and selection of the integrated development concept that best meets the established Airport vision and strategic goals for FCH. This recommended concept will become the basis for the remainder of the MPU planning process.

One of the Advisory Committee meetings will be devoted to reviewing and gaining stakeholder input on the individual and integrated development alternatives. Following this review, a work session will be held with the Airports Department to evaluate the alternatives and select the preferred concept. The integrated concepts will be evaluated on criteria agreed upon by the Airports Department that will likely include:

- Optimized land use
- Order-of-magnitude development and operating costs
- Engineering feasibility and ease of construction
- Environmental considerations
- Community integration
- Operational efficiency
- Long-term flexibility/expandability
- Commercial/ancillary development opportunities

The preferred concept will then be refined, as needed, to address any stakeholder input or other concerns related function, costs, environmental/community impacts, and schedule. This task may result in the need to revise or modify the earlier individual facility recommendations and if so, the rationale for the refinement will be documented.

Product: An overall integrated and refined development concept that will be carried forward as the recommended Airport development plan.

Task 9.7 - Prepare Working Paper #4 – *Alternatives*

Description: The Consultant will prepare a working paper that will provide up-to-date information in tabular, narrative, and graphic format describing the evaluation of development alternatives and the identification of the recommended Airport development concept. The draft will be submitted in electronic PDF format to the Airports Department for review and comment. Upon review and response to comments received from the Airports Department, the working paper will be posted on the Study website and provided to the Advisory Committee. The information in this working paper will be used in subsequent elements of the MPU and will ultimately become a chapter of the final MPU document.

Product: Draft and final working paper, in electronic PDF format, submitted to the Airports Department and Advisory Committee and posted on the Study website.

ELEMENT 10: STORM DRAINAGE AND STORMWATER QUALITY MASTER PLAN – removed from scope of work

ELEMENT 11: ENVIRONMENTAL CONSIDERATIONS – removed from scope of work

ELEMENT 12: FACILITIES IMPLEMENTATION PHASING PLAN

Task 12.1 – Define Individual Development Projects

Description: Individual planning, land acquisition, and capital development projects that make up the recommended development plan will be identified. This will become the basis for the MPU's draft Capital Improvement Program (CIP) schedule and cost estimates.

Product: Tabular listing of individual development projects making up the overall Airport development plan.

Task 12.2 – Estimates of Probable Cost

Description: Building upon the previous order-of-magnitude cost estimates developed for the evaluation of alternatives, and using labor and materials price data from recent Airport construction projects, construction industry sources such as the Dodge Report and project cost data from the FAA, the Consultant will determine costs for each project in the CIP, including design, engineering, administrative, professional services, construction costs and contingency factors. Such cost opinions are intended to be used for planning purposes only and will not be the result of detailed engineering design and analysis.

Product: Preliminary cost estimates for the individual development projects making up the overall Airport development plan.

Task 12.3 – Determine Project Phasing and Airport Development Schedule

Description: The individual development projects will be organized into near-term, medium-term and long-term phases. The timing of projects will take into consideration necessary enabling projects that are required prior to the initiation of another development activity, such as environmental approvals and permitting requirements. As such, individual development projects will be phased based on the need to have facilities in place in advance of the design level of activity. This will help maintain customer satisfaction and ensure maximum project lifespan. The phasing process will be an iterative process with the financial feasibility analysis (Element 13) to ensure that the CIP is both implementable and economically feasible.

Product: Phased development schedule for the improvements proposed as a part of recommended Airport development plan.

Task 12.4 - Prepare Draft Capital Improvement Program (CIP)

Description: Prepare a draft Airport CIP incorporating the phased projects and cost estimates from the previous tasks with other projects (e.g. equipment acquisitions, facility maintenance) that may already be programmed in the Airport's official working CIP. This effort includes identifying anticipated funding sources and their respective participation in terms of the FAA Airport Improvement Program (AIP) and other state, local and third party funding partners. This draft CIP will be carried forward into the financial model and feasibility analysis to be performed in a subsequent element.

Product: Draft Capital Improvement Program reflecting the recommended Airport development plan.

ELEMENT 13: FINANCIAL FEASIBILITY ANALYSIS

This element presents the financial assumptions which will ultimately impact facility and funding requirements. Initial assumptions and project objectives will be revised to reflect changes in activity forecasts and collateral development alternatives. Elements to be refined include the types of facilities to be built or rehabilitated, the total costs of these facilities, the timing of cash flows associated with the construction of planned facilities, and financing sources and terms.

Task 13.1 – Preliminary Financial Analysis

Description: With concurrent Master Plans being prepared for both Fresno-Yosemite and Fresno-Chandler Airports, the financial feasibility evaluation for both airports will be developed by the same consultant as in integrated financial model for the City of Fresno. The estimated demand on operating revenues and the impact on tenant rates and charges will be identified and analyzed, and recommended strategies for completing and funding the proposed projects will be presented. The preferred alternative will reflect a financial management structure in combination with a physical plan which accomplishes the Airports Department objectives for strategic growth, economic development, air and ground transportation services, and environmental stewardship.

The following components of the financial analysis will be conducted:

- Sources and uses of funds analysis – Reviewing design cost and phasing to determine both the costs and the different sources of funding for the recommendations including any portion that must be financed through bonds.
- Revenue forecasting analysis – Projecting amount and timing of additional revenues from increased facilities and from activity forecasts, as well as

reviewing concession tenant leases to determine if rates can be increased during the projection period.

- Operating expense projections – Analyzing historical trends and the impact of new facilities on projections.
- Cash flow analysis – Calculating net revenue projections. Also, projecting internal rates of return, net present values, and the effects of economic and financial constraints on project viability.
- Debt service analysis – Determining the par amounts required for construction and or refinancing; calculation of required reserve funds, capitalized interest, and debt service coverage per the bond resolution.

Product: Draft financial plan for the recommended Airport development program.

Task 13.2 – Prepare Working Paper #6 – *Financial Feasibility Analysis*

Description: Prepare a working paper describing the programmatic costs, phasing and financial feasibility of implementing the recommended Airport development plan. The draft will be submitted in electronic PDF format to the Airports Department for review and comment. Upon review and response to comments received from the Airports Department, the working paper will be posted on the Study website and provided to the Advisory Committee. The information in this working paper will be used in subsequent elements of the MPU and will ultimately become a chapter of the final MPU document.

Product: Draft and final working paper, in electronic PDF format, submitted to the Airports Department and Advisory Committee and posted on the Study website.

ELEMENT 14: AIRPORT LAYOUT PLAN DRAWING SET

This element of the Study will produce an updated Airport Layout Plan (ALP) drawing set for the Fresno Chandler Executive Airport that reflects the recommended development plan resulting from this MPU Study. The ALP set will be produced in both digital (CAD and PDF) and hard copy versions. The new aerial survey and imagery obtained under **Element 3** of this Study will form the basis. Other sources of information used in the preparation of the ALP drawing set will include the previous ALP provided by the Airports Department (dated June 2014), the previous airport master plan reports, USGS mapping, legal descriptions, existing available property surveys, local and regional government mapping, FAA databases, and any other secondary sources as appropriate.

The drawing set will be prepared in accordance with the requirements of FAA Standard Operating Procedure (SOP) 2.0 “Checklist for Review and Approval of Airport Layout Plans” and SOP 3.0 “Checklist for Review of Exhibit “A” Airport Property Inventory Maps”. These checklists will be filled out and used to guide the development and quality control review of the various ALP drawings. The checklist will also be submitted to the FAA at each stage of

the ALP review process. The FAA design standards and development criteria reflected within the drawing set will be in accordance with FAA AC 150/5300-13A *Airport Design*, Change 1. The ALP drawing set will be provided to the FAA in both electronic and hard copy formats as required for their multi-level review and approval. The drawing set will include the following sheets which are briefly described in the following tasks:

- Cover Sheet
- Airport Data Sheet
- Airport Layout Plan
- Focused Area Plans (e.g. Terminal, General Aviation)
- Airport Airspace Plan and Profile
- Inner Portion of the Approach Surface Drawings
- Runway Departure Surfaces Drawings
- Land Use Drawing, including the 65 CNEL contour
- Airport Property Inventory Map / Exhibit "A"

Task 14.1 - Cover Sheet

This sheet will include applicable information such as the name and location of the airport and sponsor, location and vicinity maps, an index of drawings contained within the set and the date of the set.

Task 14.2 – Airport Data Sheet

This sheet will include tabular information to supplement information of existing and future conditions that are graphically displayed and noted on the ALP. This information includes such items as general airport information, airfield and runway classifications, navigational aids and approach capabilities, weather and wind coverage, declared distances and operational limitations, and any conditions on the Airport that do not meet current FAA standards and will identify the planned disposition.

Task 14.3 – Airport Layout Plan

The ALP sheet will depict existing physical features of the Airport, along with existing and proposed airport facilities and applicable FAA safety and design standards. Property boundaries, terrain and development immediately adjacent to the Airport are also shown. This sheet will also contain signature blocks for City and FAA approval. This sheet forms the basis for FAA funding approval

Task 14.4 – General Aviation Terminal Area

These will be larger scale, or “zoomed in” views of the general aviation terminal area that may not be readily discernable on the ALP sheet due to graphic scale. By zooming

in, more detail regarding configuration, terrain and physical features, circulation, and design standards will be able to be depicted. This could include one or multiple sheets depending upon graphic scale and/or development areas identified through the course of the Study.

Task 14.5 – Airspace Drawing

The Airport airspace drawing will provide a large scale view of the extents of the existing and future 14 CFR Part 77 Imaginary [Airspace Protection] Surfaces. The base mapping for this drawing is typically U.S. Geographical Survey (USGS) Topographic Quadrangle Maps. Both plan and profile views will be provided. Objects identified as obstacles to the Part 77 surfaces, through the previous airspace analysis task or noted on readily available FAA resources, will be depicted and documented in tabular form and their recommended disposition will also be noted.

Task 14.6 – Inner Portion of the Approach Surface Drawings

These drawings will provide a close-in view of the Part 77 Approach Surfaces (to an elevation of approximately 100 feet above the runway end) for each runway end at FCH. The area depicted off of each runway approximately corresponds with the Runway Protection Zones (RPZs). The base mapping for this drawing will be the aerial imagery and topographic survey obtained under **Element 3** of this Study. Two drawings will be prepared, one for each runway, and both plan and profile views of the inner approach area will be provided. Objects identified as obstacles to the Part 77 surfaces, through the previous airspace analysis task or noted on readily available FAA resources, will be depicted and documented in tabular form along with their recommended disposition.

Task 14.7 – Runway Departure Surface Drawings

While FAA departure surface requirements (as detailed in AC 150/5300-13A) only apply to designated instrument departure runways, the FAA recommends that they be evaluated for all runway ends, particularly those that server turbine powered aircraft. For those reasons, an analysis will be prepared for each runway. The base mapping for this drawing will be the aerial imagery and topographic survey obtained under **Element 3** of this Study. Significant objects within the departure surface limits, as defined by SOP 2.0, will be identified and documented in tabular form along with their recommended disposition.

Task 14.8 – Land Use Drawing

The Land Use drawing will depict on- and off-Airport land uses and zoning for the area around the Airport, extending to include land within the 65 CNEL noise contours developed in a previous task. The ALP will serve as the base map for the Land Use drawing. Off-Airport land uses will be depicted by generalized categories (e.g.,

agriculture, residential, institutional, recreational, industrial, and commercial, etc.) and on-Airport land by aviation related use categories (e.g. Airport Operations Area, general aviation development area, terminal development area, aviation related development, commercial revenue support, etc.). Existing and any future Airport boundaries will be identified.

Task 14.9 – Airport Property Inventory Map / Exhibit “A”

The existing Airport Property Map will be updated to reflect the recommended Airport development plan arising from this MPU Study that may include any significant airfield improvements, land acquisition/easement requirements, or potential land release opportunities. The Property Map will be updated using readily available information provided by the Airports Department and following the guidance in FAA SOP 3.0 and Advisory Circular 150/5100-17, *Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects*. No additional deed and title search or boundary survey efforts are accounted for.

Task 14.10 – Submittal and Review of Preliminary Draft ALP Drawing Set

Description: Once a draft version of each of the preceding ALP sheets have been prepared, a complete preliminary draft ALP drawing set will be submitted to the Airports Department for review. Upon resolution of any comments, the draft set will then be submitted to the FAA for review. At this point, a work session with appropriate Airports Department and FAA ADO personnel will be held (refer to **Task 2.3**) to ensure a mutual understanding of the recommended Airport development plan and resolve any technical ALP issues in advance of uploading the ALP to the FAA’s Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website and concurrent FAA “line of business” review (refer to **Task 16.2**).

Product: Preliminary draft ALP drawing set and Airports Department/FAA review and coordination meeting.

ELEMENT 15: UPDATED INFORMATION FOR AIRPORT’S GENERAL PLAN AND ENVIRONS PLAN – removed from scope of work

ELEMENT 16: FINAL DOCUMENTS – SUBMITTAL AND APPROVAL

This element entails the preparation, review, approval and production of the final Master Plan Update report and Airport Layout Plan drawing set.

Task 16.1 - Draft Final Master Plan Report and Executive Summary

Description: Upon review of all draft working papers and the incorporation of appropriate revisions, a draft-final Master Plan Report will be prepared. An Executive Summary Brochure will also be developed to summarize the findings and recommendations of the Study effort. The Executive Summary will be designed to function as a standalone product that the Airports Department can distribute and is anticipated to be not more than 16 pages, designed and printed in brochure format.

The draft documents will be submitted in hard copy and electronic PDF format to the Airports Department for review and comment. Upon review and response to comments received from the Airports Department, the documents will be submitted to the FAA in hard copy and electronic format for their review. The documents will also be posted on the Study website and provided to the Advisory Committee in electronic format.

Product: Draft-final Master Plan report and Executive Summary in hard copy and electronic format. Five (5) hard copies of the report and 100 Executive Summary Brochures will be provided as well as an electronic file in PDF format.

Task 16.2 – Draft Submittal, Final Approval and Production of the ALP Drawing Set

Description: Following resolution of any comments on the preliminary draft ALP set, a revised draft ALP set will be submitted to the FAA. As required by SOP 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)* dated October 1, 2013, the draft ALP and corresponding “review checklist” will be uploaded by the Consultant on behalf of the Airports Department to the FAA’s OE/AAA online system in PDF format.

The FAA Airports Division and other lines of business within the OE/AAA system will conduct its review. Agency comments will be consolidated by the responsible FAA project manager and forwarded to the Airports Department as a final FAA comment letter which will include an airspace determination addressing any potential impacts to navigable airspace.

Upon resolution of any agency comments, the ALP set will be ready for the Airports Department’s final approval and/or adoption. Up to eight (8) hard copies of the final ALP drawing set will be provided to the City for signature. These will then be forwarded to the FAA ADO for their final approval signature/stamp. Signed hard copies will be re-distributed to the FAA and Airports Department. The signed ALP sheet will be electronically scanned and added to the electronic PDF version of the final ALP drawing set for recordation and use by the City.

Product: Revised draft ALP set uploaded to FAA OE/AAA website and hard copy and electronic final versions of the approved and signed ALP drawing set.

Task 16.3 – Final MPU Report

Description: Upon resolution of any comments on the draft MPU report and draft ALP drawing set, a final MPU report will be printed. Up to five (5) hard copies of the final report will be provided. In addition, two (2) CDs containing the electronic files of the MPU, executive summary and ALP drawing set will be provided to the Airports Department. The final electronic files will be provided in their native format including Word, Excel, and AutoCAD, as well as in PDF.

Product: Final MPU report (5 hard copies) and two CDs with native electronic files and PDF formats of the final document and ALP drawing set.

- end of scope of services -

Exhibit B

INSURANCE REQUIREMENTS **Consultant Service Agreement between City of Fresno ("CITY")** **and Kimley-Horn and Associates, Inc. ("CONSULTANT")** **Master Plan Update for Fresno Chandler Executive Airport** PROJECT TITLE

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.

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.
- 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.

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.

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 to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or 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 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.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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 relating 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 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 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 years 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 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 calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

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 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.

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, CONSULTANT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.

VERIFICATION OF COVERAGE

USER 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, USER 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
Consultant Service Agreement between City of Fresno ("CITY")
and Kimley-Horn and Associates, Inc. ("CONSULTANT")
Master Plan Update for Fresno Chandler Executive Airport
 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 checked="" type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: 3. Sub to CSHQA. Prime on
City of Fresno Dept. of Transportation, Bus
Rapid Transit projects. 6. Both KH and Blair
Church & Flynn hold on-call contracts with
the City of Fresno Airports Department and
would have interest in the projects that
develop from the Chandler MP, although the
FAA's rules regarding the project selections
will be followed.

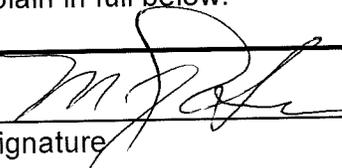

 Signature
08/08/2017
 Date
Michael Hermann
 (name)
Kimley-Horn and Associates, Inc.
 (company)
7740 N. 16th Street, Suite 300
 (address)
Phoenix, AZ 85020
 (city state zip)

Exhibit D

ASSURANCES

**Consultant Service Agreement between City of Fresno ("CITY")
and Kimley-Horn and Associates, Inc. ("CONSULTANT")
Master Plan Update for Fresno Chandler Executive Airport
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 "CONTRACTOR") 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.

D. CIVIL RIGHTS ACT OF 1964, TITLE VI

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 Acts 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 Nondiscrimination Acts and Authorities, 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 Nondiscrimination Acts And Authorities 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 Nondiscrimination Acts And Authorities 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.

7. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin

discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- I. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. DISADVANTAGED BUSINESS ENTERPRISES

In the event that the Sponsor has established a Disadvantaged Business Enterprises (DBE) participation goal for the Project which is the subject of this contract, contractor shall comply with all applicable DBE requirements of 49 CFR Part 26. The DBE participation may be composed of any combination of firms certified as DBEs in accordance with 49 CFR Part 26. The contractor shall comply with Sponsor's DBE Program and subcontract with those firms as previously submitted to Sponsor (on form provided by Sponsor) on the contractor's list of disadvantaged businesses to meet the DBE participation goal for this Project. If the contractor intends to subcontract a portion of the services to be performed hereunder, the contractor shall affirmatively seek out DBEs that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices. Any questions concerning DBE issues shall be addressed to DBE Program staff at Telephone No. (559) 498-4071 or Fax No. (559) 621-1182.

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 contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the contractor receives from Sponsor. The contractor agrees further to return any retainage payments to each subcontractor within 10 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 Sponsor. This clause applies to both DBE and non-DBE subcontractors.

F. ENERGY CONSERVATION REQUIREMENTS

Contractor and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

G. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

All contracts and subcontracts resulting from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with

the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the 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 as published by the Office of the United States Trade Representative (U.S.T.R.);
- 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 included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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.

The contractor must 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 contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Sponsor or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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.

The Sponsor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Sponsor has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an 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 Sponsor or the FAA.

K. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when

there are covered veterans readily available and qualified to perform the work to which the employment relates.

L. SEISMIC SAFETY (applicable to agreements involving design)

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

II. PROVISIONS APPLICABLE TO CONTRACTS

\$2,000 AND GREATER

A. COPELAND "ANTI-KICKBACK" ACT (applicable if contract includes construction, alteration, repair, as defined in 29 CFR Part 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Sponsor a weekly statement on the wages paid to each employee performing on covered work during the prior week. Sponsor must report any violations of the Act to the Federal Aviation Administration.

B. DAVIS-BACON REQUIREMENTS (applicable if contract includes construction, alteration, repair, as defined in 29 CFR Part 5)

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes

of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be

greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

III. PROVISION APPLICABLE TO CONTRACTS

\$3,000 AND GREATER

A. 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.

IV. PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS

\$10,000 AND GREATER

A. AFFIRMATIVE ACTION REQUIREMENT (applicable to contracts and subcontracts exceeding \$10,000 and including AIP-funded construction work. "Construction work" means construction, rehabilitation, alteration, conversion,

extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 26.1%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of California, County of Fresno, City of Fresno.

B. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O) (applicable to construction contracts, as defined in the Affirmative Action provision, over \$10,000)

1. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading

programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor

has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. PROHIBITION OF SEGREGATED FACILITIES (applicable to contracts and subcontracts exceeding \$10,000 and including AIP-funded construction work.

“Construction work” means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.)

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

D. PROCUREMENT OF RECOVERED MATERIALS (applicable if an agreement includes procurement of a product that exceeds \$10,000)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserva/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

E. TERMINATION OF CONTRACT

1. TERMINATION FOR CONVENIENCE

The Sponsor may, by written notice to the Contractor, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

2. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Sponsor:** The Sponsor may terminate this Agreement in whole or in part, for the failure of the Contractor to:
 - i) Perform the services within the time specified in this contract or by Sponsor approved extension;
 - ii) Make adequate progress so as to endanger satisfactory performance of the Project;
 - iii) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Contractor was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

- b) **Termination by Contractor:** The Contractor may terminate this Agreement in whole or in part, if the Sponsor:
- i) Defaults on its obligations under this Agreement;
 - ii) Fails to make payment to the Contractor in accordance with the terms of this Agreement;
 - iii) Suspends the Project for more than [180] days due to reasons beyond the control of the Contractor.

Upon receipt of a notice of termination from the Contractor, Sponsor agrees to cooperate with Contractor for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Contractor cannot reach mutual agreement on the termination settlement, the Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Contractor through the effective date of termination action. Sponsor agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**V. PROVISION APPLICABLE TO 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 of the non-compliant participant.

**V. PROVISIONS APPLICABLE TO CONTRACTS
\$100,000 AND GREATER**

A. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS (applicable to contracts employing laborers, mechanics, watchmen and guards, or installing equipment onsite)

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) of this clause, 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) of this clause, 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) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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 moneys 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 of this clause.

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 clause.

B. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The contractor certifies by signing and submitting this bid or proposal, 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 contractor, 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.
- (3) The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

VI. PROVISIONS APPLICABLE TO CONTRACTS \$150,000 AND GREATER

A. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its 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 agreement.

Sponsor will provide the contractor with written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the contractor must correct the breach. Sponsor may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are 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

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

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**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.

4 AUG 2017
Date


Signature

Kimley-Horn and Associates Inc
Company Name

Senior Vice President
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.

4 AUG 2017
Date


Signature

Kimley-Horn and Associates Inc.
Company Name

Senior Vice President
Title