

# MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT - AIRPORT

## General Aviation Airport Design and Construction Management Consultant

### MEAD AND HUNT, INC.

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THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this 11<sup>th</sup> day of January, 202~~4~~ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“Sponsor” or “City”), and MEAD AND HUNT, INC., a Wisconsin corporation authorized to do business in California (“Consultant”).

### RECITALS

WHEREAS, the City requires the services of a consultant that is experienced in providing all services commonly associated with general aviation airport design and construction management functions for various projects for the City’s General Services Department, Airport Division; and

WHEREAS, City issued a Request for Qualifications, RFQ No. 2112, for purposes of retaining a consultant experienced in providing such professional services, for various projects for the City’s General Services Department, Airport Division; and

WHEREAS, Consultant has the necessary experience in providing such professional consulting services and advice on various issues; and

WHEREAS, selection of Consultant is expected to achieve the desired results in an expedited fashion; and

WHEREAS, Consultant has submitted a Proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Consultant agree as follows:

#### 1. **Scope of Services.**

1.1 Retention of Consultant. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with General Aviation Airport Design and Construction Management Consultant (“Project”).

1.2 Assigned Project. During the term of this Agreement, Consultant shall have the opportunity to submit proposals for various capital improvement projects (“Assigned Project”). The scope of work for the project will be defined in a Request for Proposals (“RFP”) issued by City. All

proposals submitted, shall be reviewed by the City. Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement, a sample of which is attached as Exhibit "B".

Execution of this Agreement by Consultant and/or the submission of proposals for City Assigned Projects does not guarantee the award of a Supplemental Agreement.

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until five (5) years from the date of execution, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Supplemental Agreement for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects, over the initial 5-year term of this Agreement, shall not exceed Five Hundred Thousand Dollars (\$500,000). Said payment shall be made in accordance with Sponsor's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Sponsor at the address set forth in Section 4 hereof.

Pursuant to Federal Aviation Administration (FAA) regulations, Advisory Circular 150-5100.14E, compensation shall be negotiated separately for each project undertaken under the Airport's Federal Aviation Administration Airport Capital Improvement Program over the term of this Agreement. Negotiated project costs shall further be subject to an Independent Fee Evaluation (IFE) by an independent consultant selected by City, or City may elect to perform the IFE with City staff.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

City

Riverside Municipal Airport  
Attn: Airport Manager  
6951 Flight Road  
Riverside, CA 92504

Consultant

Mead and Hunt, Inc.  
3110 Guasti Drive, Suite #330  
Ontario, CA 91761

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at: [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the Sponsor will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of Sponsor and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to Sponsor approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the Sponsor's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Sponsor Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the Sponsor is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the Sponsor.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the Sponsor has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and

Professions Code, and a business entity offering architectural services in accordance with that chapter.

- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
  
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
  
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation for Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the Sponsor, and the Sponsor's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the Sponsor may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the Sponsor, and with well qualified, adequately insured and experienced legal counsel acceptable to Sponsor. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity for Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the Sponsor and the Sponsor's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the Sponsor may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

#### 11.4 **Defense Obligation for Other than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the Sponsor, and the Sponsor's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the Sponsor, and with well qualified, adequately insured and experienced legal counsel acceptable to Sponsor. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 **Indemnity for Other than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the Sponsor, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the Sponsor may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

## 12. **Insurance.**

12.1 **General Provisions.** Prior to the Sponsor's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Sponsor's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to

transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to Sponsor by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The Sponsor, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to Sponsor's execution of this Agreement, Consultant shall file with Sponsor either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with Sponsor. Any certificate filed with Sponsor shall provide that Sponsor will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to Sponsor's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The Sponsor, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles,

Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to Sponsor's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Sponsor evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Sponsor and shall include the Sponsor and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Sponsor and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the Sponsor and Endorsement No. CG 20010413 shall be provided to the Sponsor.

12.4 **Errors and Omissions Insurance.** Prior to Sponsor's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Sponsor from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Sponsor's request, Consultant shall provide Sponsor with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant

will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **Sponsor's Right to Employ Other Consultants.** Sponsor reserves the right to employ other Consultants in connection with the Project. If the Sponsor is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the Sponsor reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Sponsor during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by Sponsor's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Sponsor's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the Sponsor.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of Sponsor. Consultant shall not release to others information furnished by Sponsor without prior express written approval of Sponsor.

19. **Copyrights.** Consultant agrees that any work prepared for Sponsor which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to Sponsor, and agrees to provide all assistance reasonably requested by Sponsor in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at Sponsor's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the Sponsor an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, Sponsor shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance with Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

Federal laws and regulations require the inclusion of specific contract provisions in certain contracts, requests for proposals, or invitations to bid. These Federal Contract Provisions are located online at [http://www.faa.gov/documentLibrary/media/Advisory\\_Circular/150-5100-14E.pdf](http://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5100-14E.pdf) and incorporated herein by reference.

23. **Waiver.** No action or failure to act by the Sponsor shall constitute a waiver of any right or duty afforded Sponsor under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and Sponsor.

25. **Termination.** Sponsor, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the Sponsor's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, Sponsor shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to Sponsor.

25.1 Other than as stated below, Sponsor shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 Sponsor may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 Sponsor decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the Sponsor, Sponsor reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by Sponsor to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by Sponsor in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the Sponsor, Sponsor will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon Sponsor and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** Sponsor and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services, attached hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

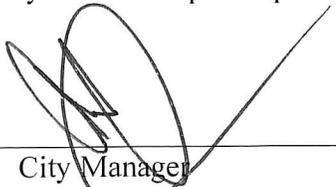
Exhibit "A" - Scope of Services

Exhibit "B" - Sample Supplemental Agreement

Exhibit "C" - Key Personnel

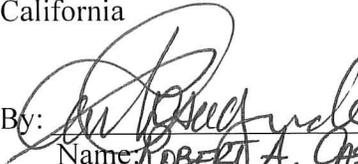
IN WITNESS WHEREOF, Sponsor and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By:   
City Manager

Attest:   
City Clerk

MEAD AND HUNT, INC., a Wisconsin corporation authorized to do business in California

By:   
Name: ROBERT A. CASAGRANDE  
Title: VICE PRESIDENT

By:   
Name: JEFFREY T LEONARD  
Title: VICE PRESIDENT

Certified as to Availability of Funds:

By:   
Chief Financial Officer

Approved as to Form:

By:   
Ruthann M. Salera  
Deputy City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## EXHIBIT A

### Scope of Services

The selected Company shall provide all services commonly associated with general aviation airport design and construction management, including, but not limited to:

1. Assist the City in preparation of all Solicitation(s) Request For Proposals (“RFP”), Request for Bid (“RFB”), Request For Qualifications (“RFQ”), and Request For Information (“RFI”):
  - 1.1. Prepare all Solicitation documentation in a form ready for publication to construction contractors for projects similar to those listed below. Projects may be funded by FAA grants and so Solicitation documentation must be compliant with FAA grant assurances.
    - a) Assist the City in developing the scope of work and other information necessary to issue a Solicitation document to construction firms of projects designed by the selected firm.
    - b) Company shall assist the City in managing services for the projects designed by the Company.
    - c) Company shall assist the City in responding to construction contractor’s RFI’s, questions, clarification requests, etc.
    - d) Company shall assist the City by responding to general inquiries from the Airport related to airport design
    - e) Company shall attend annual FAA ACIP meetings with Airport
    - f) Company shall assist the Airport in preparation of FAA documents related to annual ACIP submittals and other documentation as required by the FAA

Riverside Airport anticipates completing the following projects in the next 5-7 years. These projects have been submitted to the FAA under the Airport Capital Improvement Program. These projects may require survey and soil/material sampling and testing.

1. Airfield electrical project:
  - 1.1. Design,
    - 1.1.1. Design Phase for Rehabilitation of Taxiway A
    - 1.1.2. Construction Management for Construction Phase of Rehabilitation of Taxiway A
    - 1.1.3. Design/Construction Management for an interior Airport perimeter road
    - 1.1.4. Upgrade Runway 09/27 MIREL to LED
2. Other projects may include, but not limited to:
  - 2.1. Pavement Condition Index studies,
  - 2.2. Design/Construction Management for aircraft apron pavement improvements
  - 2.3. Airspace studies,
  - 2.4. Airport Layout Plan amendment,
  - 2.5. Master Plan update,
  - 2.6. and other projects as deemed appropriate by the Airport.



# Statement of Understanding and Approach

THE  
Mead  
& Hunt  
TEAM

Mead & Hunt has an in-depth understanding of RAL, as some key staff members have supported the Airport for the last 15 years.



Mead & Hunt has been working at California's general aviation (GA) airports since 1974. We have provided planning, environmental support, design, engineering, and construction inspection and management services for airport improvement projects that are similar to those you are requesting at more than 150 airports on the west coast. In addition to serving as your current on-call engineering consultant, we currently serve 70 GA clients in California. Mead & Hunt's broad experience provides us in-depth knowledge that we will apply to your projects. Mead & Hunt's local office provides regional knowledge; we possess a keen understanding of the planning, engineering, and design challenges RAL faces, as Mead & Hunt staff members have supported your Airport for the last 15 years, sometimes as employees of other firms. Our longevity and experience mean we know not only you and airports like you, but also local contractors likely to bid on your projects, as well as the FAA Airports District Office (ADO) staff assigned to oversee your grants. As such, we can anticipate the issues, challenges, and opportunities associated with each of your planned projects. Our firm's engineers and planners have the professional experience, technical capability, and practical insight to produce cost-effective plans, designs, and specifications. In addition to our outright capabilities, we have an overall passion for our industry. We are active users of GA aircraft, with licensed pilots in almost every aviation office across the country. As such, we are very sensitive to the operational needs and functional parameters of an airport's users and tenants. Airport operational safety is always our highest priority, and we know the value of an informed airport staff and educated general public.

We are familiar with the specific planning, engineering, and construction projects listed in your RFQ. With the wide array of requested services, you need a project manager who can communicate with pilots, tenants, contractors, the City, RAL staff, and the FAA, as well as efficiently manage a diverse team. Therefore, the Mead & Hunt team offers RAL an **experienced and dedicated Project Manager, Chuck McCormick**. Chuck has more than 34 years of experience providing technical and project management services and 40 years of transient flights at RAL. He is skilled at diverse projects and coordinating multiple team partners. Chuck will be your primary point-of-contact and will manage all communication, which is the key to effective contract management. He will evaluate each request for service, assigning the necessary team members and resources accordingly. He will manage and lead the consultant team, maintain communications, and provide overall coordination on each assignment. Chuck will coordinate with the project team daily through meetings, phone calls, and emails, as appropriate.

**Rafael Gonzalez will serve as Deputy Project Manager.** His ongoing support will provide for continuity and familiarity with your projects that only the Mead & Hunt team can provide. Rafael will lead many of the design and construction projects, as he currently does for projects at RAL, further building on continuity of action. Rafael also supports our planners with cost estimates and site investigations so that as planning gives way to design, he will be able to hit the ground running, knowing his support during planning incorporated all the needs of the project.

For a team of this size, with subject matter experts from our different teaming partners, coordination is critical in completing a project assignment. It is paramount that all team members have a clear and agreed-upon understanding of project goals, objectives, budgets, schedules, and stakeholder needs. Chuck and/or Mead & Hunt staff have previously worked with all team member firms and these relationships will lead to success regardless of the scale of the project. Many of these team member firms already have relationships with the City and are familiar with working at RAL. To maintain open communication, we will have weekly internal meetings with the design team to verify a project is following the schedule. There will also be weekly meetings with City staff during project development to discuss schedule and budget. We will prepare minutes from each meeting, outlining the upcoming critical items that need to be completed during the next period. These minutes will be distributed and stored on a shared website so the team understands the tasks that need to be completed.

Anticipated Drive Time: **MEAD & HUNT** to **RIVERSIDE MUNICIPAL AIRPORT**.



Our team is organized with a **local presence** (Ontario office/staff), **depth and breadth of services** (capacity), and **mentor-protégé relationships** (meaningful roles, responsibilities, and opportunities). As part of our mentoring program, our disciplined leadership will engage with our Disadvantaged Business Enterprise (DBE) team members to provide guidance in executing detailed design elements and management processes.

To meet the needs of your Capital Improvement Plan (CIP), we have compiled a team of partner firms that bring multiple strengths that will best serve these projects. This team consists of architects, engineers, planners, surveyors, and geotechnical consultants to complement Mead & Hunt’s aviation capabilities. We have included DBE team members with

meaningful roles. Our team is the perfect mix to understand the nuances of the engineering and planning projects anticipated by the City for RAL.

We work closely with the airport, FAA, airport tenants and users, and project contractors, both prior to the project and during construction, to ensure the safety of airport operations and to minimize any inconvenience to the airport's users and tenants.

In addition to your identified and well-known deliverables, such as ALPs, Airport Capital Improvement Plan (ACIP) updates, Bid Support, Construction Administration, Design Plans, Specifications, and Estimates, Mead & Hunt routinely provides ancillary support for the following Airport Improvement Program (AIP) project-related services: FAA Form 5010 revisions, FAA Form 7460 preparation and submissions, updating airport diagrams, coordination of updates to the FAA's Airport/Facility Directory, Sectional charts, Instrument Flight Rules (IFR) approach plates, and pilot/airport informational guides.

This means we are there for RAL, and no matter what your challenge is, we can be the experts to solve it. We have chosen to break out specific items below to further highlight our capabilities.

### **INCORPORATING SUBCONSULTANTS**

As each project is identified, Chuck will assign the appropriate team members to provide services for that assignment. The team is structured to provide an opportunity for each team member to participate in each project assignment. It is recognized that due to the contract type, there may be projects which do not require the specific skill sets of all team member firms, nor all the services provided by Mead & Hunt. The appropriate staffing for any contracted project will be assigned to see that the scope is completed with the required deliverables within the project schedule and budget. The assignment of services will be done so that an appropriate level of DBE participation is achieved and the right person is assigned for each task.

### **PLANNING**

Mead & Hunt is currently working with RAL to obtain FAA approval for a land release on Airport property. This release will allow RAL to pursue non-aviation, revenue generating land use that provides additional funds to the Airport. Mead & Hunt will bring this land release effort forward into the next master planning effort and help RAL identify any other areas where a future land release might make sense.



#### **Airport Master Plan.**

Mead & Hunt approaches airport master planning with the end in mind to balance the City's long-term vision of the Airport with the needs of its tenants, stakeholders, elected officials, and surrounding communities. Simply stated, a master plan is a statement of policy that enables what RAL wants to happen and prepares for what we anticipate will happen. This master plan will serve as your best opportunity to incorporate fresh thinking and creative ideas to prepare for future aviation activity over the next 20-years. Our team of experienced airport planners will structure your master plan with a focus on quality, so the result helps accelerate the traditional FAA review processes. The RAL Master Plan will follow established guidelines in FAA Advisory Circular (AC) 150/5070-6B, *Airport Master Plans* and FAA Standard Operating Procedure 2.0 *FAA Review and Approval of Airport Layout Plans (ALPs)*.

Mead & Hunt has completed master plans at more than 150 airports nationwide and airport planning assignments at more than 500 airports nationwide.



Our years of experience working with RAL staff give us a great deal of perspective on the potential challenges in this Master Plan. In order to establish a strong plan and rationale for future improvements, Mead & Hunt will work with you on updating your Airport Master Plan, ALP, and the study of future airfield and landside infrastructure.

We will specifically include a comprehensive evaluation of what properties are needed for long-term aviation uses and where land could be released for future non-aviation, revenue generating uses.

We know that justifying eligibility for FAA grants to pursue maintenance projects on Runway 16-34 has been challenging. We will use the Master Plan process as an opportunity to re-evaluate the critical users and cross-wind justification for the runway to improve future eligibility for FAA grants.

With growth in airport development, planning for the future is essential to avoid encroachment and meet future demand. The ability to have a significant role in the transportation network and economic infrastructure depends on an up-to-date master plan. Planning allows you to look ahead at your needs for airside and landside facilities and the land necessary to accommodate such facilities. Mead & Hunt develops long-range plans for airport facilities that reflect sound land use planning considerations, integrated engineering solutions, comprehensive environmental analyses, and realistic financial considerations. We have completed master plans at more than 150 airports nationwide and airport planning assignments at more than 500 airports nationwide.

#### **Aviation Demand Projections.**

The FAA expects a greater level of detail during the development of aviation demand projections than what was standard practice when the 2010 Master Plan was completed. Reliable data is the foundation for providing a realistic forecast, and higher quality inputs lead to more defensible outputs. Mead & Hunt has first-hand experience with the FAA's more rigorous standards for aviation forecast data and methodology, including several recent forecasts that have required coordination with FAA Headquarters in Washington, D.C.

Development of a 20-year forecast will be the backbone of the Master Plan. The forecasts will help identify the critical users and demands RAL is expected to experience over the course of the planning period.

#### **Airport Layout Plan.**

We will apply our comprehensive knowledge of the FAA's Airport Design Criteria and Standard Operating Procedures (SOPs) 2.0 and 3.0, to produce a technically correct and easily digestible plan set. Our team's familiarity with the FAA's Los Angeles ADO will help facilitate a prompt ALP review and minimize the need for plan revisions.

**Airports GIS.**

The new ALP will include a three-phased development plan depicting the short (five-year), medium (10-year) and long-term (20-year) periods. Our subconsultant, **NV5 Geospatial**, will prepare an Airports GIS (AGIS) survey as required by FAA. This survey will identify objects on and off Airport that are worthy of airspace analysis. We utilize as much information as possible from previous survey efforts and incorporate all available data to augment the survey. Our team will coordinate with the City for all submissions, verifications, reviews and revisions to the AGIS data and ALP plans package. Our team will facilitate the efficient transfer of information from the AGIS data to the CAD-based ALP package.

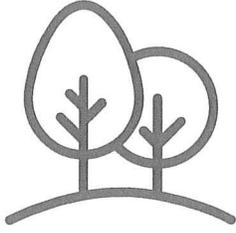
**Community Outreach/Stakeholder Input Facilitation.**

A successful public involvement program greatly depends on identifying and understanding the stakeholders who have concerns that can be addressed through interaction and education. A well-designed public outreach program can also help manage, if not eliminate, misinformation by knowing the reality, but planning for perceptions. Our team member, **Arellano Associates**, is knowledgeable about the challenges facing transportation in Southern California and can help navigate the potential for sensitive political issues and/or community concerns associated with the conclusions developed throughout the process.

Our team has a proven track-record of organizing and conducting public/tenant information meetings, open houses and hearings associated with planning, environmental, and design projects. We will coordinate with the City and Airport to develop a right-sized approach. We will use a number of public outreach tools for in-person, virtual, or hybrid meetings to deliver a consistent message to stakeholders and collect feedback from the community and airport tenants.

We recommend a Master Plan Working Group (MPWG) to link the Airport and the stakeholders. A MPWG is typically composed of 10-12 people representing local businesses, economic development agencies, local government, airport staff, and airport users. The Master Plan process will also include using the City’s website to host Master Plan documents and public workshop notices and provide an opportunity for feedback. Social media is a critical tool that will also be used to communicate with a wide, diverse audience.





### **Environmental Planning, Compliance, and Sustainability.**

Mead & Hunt’s environmental planners and scientists work closely with our aviation planners and engineers to achieve compliance with federal, state, and local regulatory frameworks.

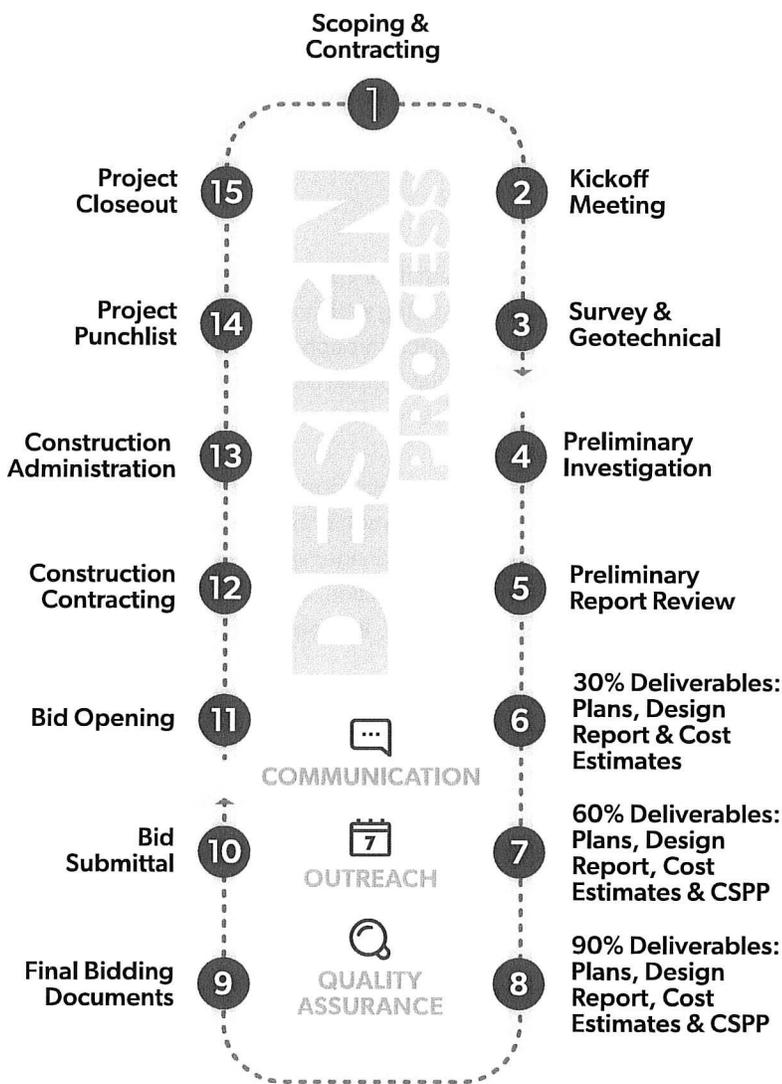
Our environmental planners are engaged at the start of each project and work closely with our planners and engineers to avoid and minimize environmental impacts to the extent practicable. When impacts cannot be avoided, our planners and scientists work with airport operators to identify mitigation measures that are reasonable, feasible and remain consistent with aviation safety. We are skilled in conducting environmental analyses and developing environmental documentation in accordance with the National Environmental Policy Act of 1969 (NEPA), FAA’s implementing orders (5050.4B and 1050.1F), and advisory circulars. Mead & Hunt’s environmental scientists routinely prepare NEPA documents, such as Environmental Assessments (EAs) and documented Categorical Exclusions, as well as Notices of Exemption (NOEs) and Negative Declarations in accordance with the California Environmental Quality Act (CEQA). We are skilled in helping our airport clients assess wildlife hazards and prepare Wildlife Hazard Management Plans. Sustainability in master planning seeks to balance the social, environmental, operational, and economic objectives. We recently completed several airport master plans that specifically focused on identifying opportunities for sustainable development to reduce energy consumption, promote water conservation and reduce waste, in keeping with the January 2015 FAA requirements. Mead & Hunt’s planning efforts will include identifying sustainable measures for the City to consider when considering future airport planning decisions.

### **ENGINEERING**

#### **Design Process.**

Our team of skilled professionals have the capabilities and experience to provide design and construction administration/management services for RAL’s current ACIP. For each anticipated project, we will meet with Airport staff and discuss a comprehensive project scope, assigning roles and responsibilities through each phase of the design. With the agreed upon scope, we will produce a fee for consideration and negotiation. Upon agreement of the fee and scope, we will begin the preliminary design phase and data collection, including the project kick-off meeting, requisite site visits, topographic surveying, and geotechnical and utility investigations. Accurate data collection is key to preventing project delays and change orders during construction; therefore, we will not only rely on record documents, but will also incorporate topographical survey, geotechnical investigations, ground penetrating radar, Airport staff knowledge, additional site visits, and any other necessary means, to better understand the field conditions present at each facility.

Mead & Hunt devotes considerable effort to preliminary design and analysis. By concentrating our efforts during the initial phase of a project, we can adequately explore the City’s needs, develop design alternatives, provide details on cost and budgets, analyze operational impacts, and develop strategies for meeting City and Airport requirements during final design. By spending some additional time during this initial phase of work, the final design and preparation of bid documents is better enabled to proceed quickly to completion.



Accurate field data will set the basis for Mead & Hunt and our teaming partners to prepare the 30 percent plans, preliminary design report, and construction cost estimates. The 30 percent stage is the time in the project where changes in scope can be most effectively made, so it is important to the team that all sides agree on project limits and direction. Mead & Hunt will examine the Airport Layout Plan, environmental documents, and other project-specific design recommendations with the Airport during this phase and will present any unforeseen design challenges that have been discovered. Our design will begin by verifying compliance with FAA Advisory Circular 150/5300-13A (Change 1) and presenting design alternatives for RAL to consider.

All geotechnical investigations will be completed by team member **Twining, Inc.** and will be scheduled to coincide with the survey work to minimize impacts to the Airport during data collection. The goal of the investigations will be to gather subsurface soil conditions and to provide a basis of design for new pavement structural sections, new building foundations, or soil stabilization, as required for the various projects listed in the RFQ.

A 60 percent submittal will occur after the comments from the previous submittal are incorporated. This phase will include the development of the plans, specifications and construction cost estimates. Mead & Hunt will further develop the project phasing requirements, including staging area locations, phase limits, and phase durations. The Construction Safety and Phasing Plan (CSPP) will be provided at this phase.

The 90 percent and final submittals will incorporate final specifications and a design focused on the preferred alternative that balances budget with the Airport's needs. Additionally, the draft final documents will serve as the basis for any final review meetings that will be necessary for each project. The meetings will be an opportunity for the Airport and Engineer to meet and discuss the proposed projects and phases, with a specific focus on project safety and Airport impacts during construction. Considerations for available FAA grant funding will also be made and, if required, separate bid packages will be created. Final bid documents will be prepared to incorporate all final review comments and revisions.

During the bidding phase, it is important to be available and responsive to contractor questions and provide immediate feedback to the Airport and prospective bidders. Our team will be available and ready to assist throughout this phase. As soon as bids have been received, we can review the submitted bids and provide a Recommendation to Award the construction contract.

### **Construction Administration/Management.**

Guiding projects through the construction process is a significant portion of work for our aviation engineering department, as well as one of the most rewarding aspects of a project. We will use the services of our own project design team to lead your projects through the construction phase. Our substantial construction oversight experience and continuity of staff provides a seamless transition between the design and construction phases.

Our approach enables rapid response to RFIs, immediate field design changes if needed, and a team approach to staying in conformance with FAA design criteria and RAL's needs. Our construction management services include resident engineering, construction observation, inspection, and administration for the duration of your projects. Our subconsultant, Twining, will provide material QA testing.



### **Safety During Construction.**

Mead & Hunt has an unmatched record of safety during construction. The care and attention we place on drawings, specifications, safety plans, and the training of our inspectors and field engineers results in an injury-free atmosphere for staff, contractors, owners and tenants.

## **UPCOMING PROJECTS**

The following list of projects have been submitted to the FAA under the ACIP. These projects are anticipated to be completed in the next five to seven years.

**Taxiway A Rehabilitation.** The design for this project is scheduled for 2022. The justification for this project is based on a PCI Study we conducted in late 2018. The Construction of the Taxiway A Rehabilitation project is scheduled for 2022 at an estimated cost of \$500,000.

**Interior Airport Perimeter Road.** The estimated construction cost for this project is projected to be \$500,000. We recently completed the design and construction of a perimeter road at Mojave Air and Space Port in 2019, which has similar elements as those needed for your project.

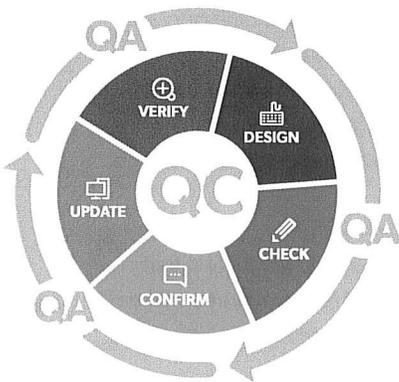
**Runway 9-27 LED MIRL.** Listed on the ACIP for 2023, this project is estimated at \$525,000. Low-maintenance, trouble-free electrical systems and navigational aids help reduce expenses and improve your Airport's safety. When building new airfields or improving existing operations, we can give you solid recommendations for cost-effective airfield electrical development. Mead & Hunt considers the individual needs of the airport and its users, while taking steps to maximize safety and conserve energy. We are there to troubleshoot and train personnel on operations.

**Pavement Assessment Studies.** Mead & Hunt uses the latest methods and techniques in the preparation of the Airport Pavement Management System (APMS) in conformance with FAA AC 150/5380-7B, *Airport Pavement Management Program (PMP)*. The APMS is a set of defined procedures for collecting, analyzing, maintaining, and reporting pavement data. Federally

obligated airports should perform a detailed inspection of airports every year, or every three years if a PCI survey is performed. The APMS study by Mead & Hunt will cover all the air side pavement at your Airport.

**Airport Master Plan.** Scheduled for 2024, the plan is estimated at \$500,000. Well-conceived airport master plans begin with a pre-planning phase, which includes collecting and assessing all prudent information previously prepared for the airport. These materials highlight local policies, procedures and airport priorities, and identify the local constituents served by the airport.

**Environmental Resources for Airport Projects.** Mead & Hunt has many years of experience working with the various federal, state, and local agencies to gain necessary environmental approvals for projects such as those planned for RAL. This rapport will save the City time and money by efficiently working through the issues. We routinely prepare Categorical Exclusions (Cat Ex) for our clients and, if warranted, prepare the appropriate CEQA documents, whether Environmental Assessment, Impact Report or Initial Study. Our knowledge of your projects will allow us to hit the ground running and quickly consolidate our approach once the City is prepared to move forward. We will begin agency contact early to set protocols and establish clear lines of communication. We will facilitate the required public hearings and closely communicate progress with the City. Once complete, we will submit the required documentation to FAA for their determination.



## QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

### Compliance

A project's QA/QC Program defines processes, resources and quality specifications to verify project deliverables comply with professional standards – including the Professional Engineers in Private Practice Handbook (NSPE) and the Architect's Handbook of Professional Practice (AIA) – as well as Airport and FAA requirements, including meeting desired project needs and expectations. We have developed and continue to upgrade and implement systems and procedures that provide both our new and repeat clients with a quality project and outcome.

### Process

- ◆ **Roles and Responsibilities:** Establish roles and responsibilities for QA/QC activities, tasks, schedules, procedures, coordination between disciplines, control of processes, successfully resolving questions and issues, and other relevant items.
- ◆ **Design Log:** Designers are required to populate and complete a "design log" that describes what calculations were conducted as the basis of design, what decisions were made, and what regulations/procedures were followed. These logs assist the PM and QC lead in their review of the design, as well as inform the entire design team of progress.
- ◆ **Team Members:** Design calculations, measurements, estimates, and review of the basis of the design are conducted by at least two team members to verify accuracy of design.
- ◆ **Third Party Review:** A team member independent of the design team conducts a complete, technical quality control review, identifies and documents project conformance to the technical specifications and client requirements or needs (based on the initial scope). A meeting is conducted to discuss the review comments and provide recommendations for improvement of project deliverables.
- ◆ **Quality Assurance Review:** The Quality Manager evaluates completed work against project quality parameters and project objectives, offering recommendations for improvement.

Implementation of our quality control plan is key to success on any project. This process will be implemented from the kickoff until the project is complete. Our number one goal is to provide an unmatched level of customer satisfaction, and that starts with providing a quality product. Following the Mead & Hunt quality control plan sees that the project is delivered on-time and within budget.



Functional team reviews and regular periodic working-level meetings are conducted to discuss project issues, subsequent actions, and resolve alternatives.

#### **Documentation**

Design Logs, Design Review Checklists, redlines, and project meeting notes all become part of the design package resources providing evidence that the process was followed in accordance with the QA/QC plan. The Project Manager and Quality Manager are responsible for reviewing that these items are completed and documented properly.

#### **Team Member Firm Products**

Any team member firm working on the Mead & Hunt team will be held to the same high standards set for Mead & Hunt. Therefore, we require that all team member firm's work be subjected to the same level of review as our own. Mead & Hunt's Scott Swonke will be assigned to team member firms to confirm compliance with the QA/QC procedures.

#### **EXPERIENCE WORKING WITH THE FAA LOS ANGELES AIRPORTS DISTRICT OFFICE**

Mead & Hunt has a legacy of successful relationships with the FAA. We have built our professional reputation by meeting agency goals and satisfying agency concerns. Our many years of interaction with FAA personnel in the Western Pacific Region and Los Angeles Airports District Office (LA ADO) bring first-hand understanding of agency policy and procedures. This experience translates directly to enhanced AIP funding opportunities and success of your projects.

Most of our airport improvement projects deal with the same issues and technical details that are important to RAL – maximizing the cost-effective design and construction of airfield improvements, minimizing disruption of essential airport services, coordinating with airport users and tenants, and communicating with the FAA.

Through our knowledge of FAA procedures and regulations, we can increase your ability to obtain and use grant funds for your projects. By preparing the necessary paperwork, we can reduce the staff time you devote to administering grants. We routinely assist our clients in the preparation of ACIPs and AIP grant application packages. Our grant packages are specifically tailored to maximize our clients' airport development opportunities by optimizing the use of available FAA funds.

#### **FAA Contacts**

RAL's key FAA personnel at the LA ADO with whom Mead & Hunt has experience working on a routine basis include:

- ◆ Saba Khan, Engineer/Program Manager
- ◆ Mark Guan, Lead Engineer/Program Manager
- ◆ Darlene Williams, Airport Planner
- ◆ Gail Campos, Environmental Protection Specialist



### **Compliance with FAA Grant Programs**

Mead & Hunt aviation professionals are well-versed in FAA grant program requirements. In the past 10 years, our firm has completed more than 600 airport design and engineering assignments, representing more than \$1 billion in public airport construction. These assignments were primarily FAA AIP grant projects, along with state-funded projects and some privately funded projects.

### **Ability to Meet State and Federal Requirements**

Mead & Hunt aviation professionals routinely work with the FAA's LA ADO and are well versed in their requirements. Mead & Hunt staff will work closely with you and FAA personnel to prioritize and schedule your projects and provide timely, cost-efficient planning and engineering solutions for your airport improvement needs.

Chuck McCormick will provide coordination with the FAA. He knows how to maximize project funding and efficiency, stemming from 21 years working at the Los Angeles ADO. His proven skills working with clients and the FAA's LA ADO and Western Pacific Region Office will maximize project funding and project efficiency. He also has in-depth knowledge of FAA regulations, policies, procedures, and personnel. Mead & Hunt's long-established working relationship and credibility with the FAA give us the ability to encourage FAA interest and support for our clients' projects.



### **Familiarity with FAA Advisory Circulars and Standards**

Our team has worked directly with the FAA on hundreds of projects for many decades, covering all aspects of aviation-related planning, environmental evaluation, engineering, and airport facilities. The members of the Mead & Hunt team understand the importance of providing planning and design/engineering services that comply with appropriate FAA AC standards.

Mead & Hunt has been preparing airport planning documents for more than 80 years and served in an advisory capacity to the FAA as they updated the Airport Design AC in 2012 and the Airport Master Plan AC in 2015. Many of the key features of the Master Plan AC, including the FAA's more flexible approach to developing master plan scopes, have been in practice at Mead & Hunt for over a decade.

Mead & Hunt was recently sole-sourced to write the FAA's first Advisory Circular on Airport Land Use Compatibility Planning. This project comes on the heels of Mead & Hunt authoring national airport land use compatibility guidelines for the Transportation Research Board.

**EXHIBIT "B"**

**SAMPLE SUPPLEMENTAL AGREEMENT**

**(Following page)**

**SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT**

**Consultant:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

The Project Narrative for [name of project] (“Project”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, and Consultant’s proposal dated [date of proposal], a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement General Aviation Airport Design and Construction Management Consultant, by and between City and Consultant, dated [date of executed master agreement] (“Agreement”). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Notice to Proceed for an amount not to exceed **[written amount] Dollars (\$0)**. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF RIVERSIDE, a California  
charter city and a municipal corporation

CONSULTANT NAME,  
[legal business entity, e.g. a sole proprietor,  
California corporation, etc.)

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Title: \_\_\_\_\_

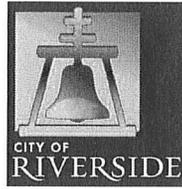
Certified as to Availability of Funds:

By: \_\_\_\_\_  
Chief Financial Officer

Approved as to form:

By: \_\_\_\_\_  
Deputy City Attorney

D Company Personnel  
ORGANIZATIONAL CHART



Riverside Municipal Airport

PROJECT TEAM

- MH** Mead & Hunt
- HU** Hunsacker: Survey
- TW** Twining: Geotechnical
- AR** Arellano: Outreach
- NV** NV5 Geospatial: AGIS



**PRINCIPAL-IN-CHARGE/  
QUALITY ASSURANCE**  
*Jeff Leonard, PE MH*

Staff identified in **bold italics** are key personnel for whom resumes have been provided on the following pages.



**QUALITY CONTROL**  
*Scott Swonke, PE MH*



**PROJECT MANAGER/  
POINT-OF-CONTACT**  
*Chuck McCormick MH*



**DEPUTY PROJECT MANAGER**  
*Rafael Gonzalez, PE MH*

Engineering

**DESIGN/ENGINEERING**

- *Rafael Gonzalez, PE MH*
- *Scott Swonke, PE MH*
- Scott Van Gompel, PE MH
- *Jannet Loera Gutierrez, PE MH*

**PAVEMENT MAINTENANCE**

- *Edoardo Barber, EIT MH*
- Claire Saleh MH

**ELECTRICAL**

- *Bill Ropposch, PE MH*
- Brandon Winchell, PE MH

**FAA COORDINATION**

- *Chuck McCormick MH*

**DBE PROGRAMMING**

- Bryan Page MH

**DRAINAGE IMPROVEMENTS**

- *Rafael Gonzalez, PE MH*
- Steve Sullivan, PE MH

**GEOTECHNICAL**

- *Paul Soltis, PE, GE TW*

**SURVEY**

- *Brad Karmann, PLS HU*

Support Services

**BUILDING IMPROVEMENTS**

- Tim Dacey, AIA, NCARB, LEED AP MH
- Joe Cruz, NCARB MH

**SUSTAINABILITY**

- Morgan Turner, EIT MH

**CONSTRUCTION MANAGEMENT**

- *Brian Buiter, PE MH*
- *Jacob Nunez, EIT MH*
- Mike Leraas MH

**SECURITY SYSTEMS**

- Rob Lomb, CPP, PSP, RCDD, BSCP MH
- Mike DeVault, RCDD MH

Planning & Environmental

**MASTER PLANNING**

- *Corbett Smith, CM MH*
- Dan Lumetta MH
- Chris Hacker, CM MH

**AIRPORT LAYOUT PLAN**

- *Corbett Smith, CM MH*

**FINANCIAL/STRATEGIC PLAN**

- Mitch Hooper MH

**CEQA/NEPA**

- Marieke Armstrong MH
- *Lisa Harmon MH*

**OPERATIONS/NOISE**

- Ryk Dunkelberg, Esq. MH
- Kate Andrus, AICP, LEED GA MH

**AGIS**

- *Bob VanderMeer NV*

**WILDLIFE HAZARD MANAGEMENT**

- Rick Jones, CWB MH
- *Lisa Harmon MH*

**OUTREACH**

- *Stacey Falcioni AR*

**DEPARTMENT HEAD APPROVAL FORM**  
**Contracts/Agreements**

**DATE:** Nov 3, 2021

**PARTIES:** Mead & Hunt, Inc

**PROJECT DESCRIPTION:** Approve Master Professional Consultant Agreement

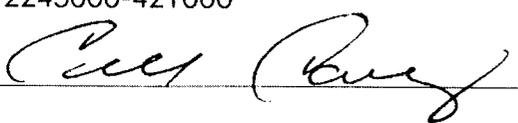
**SCOPE OF CONTRACT/SERVICE:** Attached

**IF AN AMENDMENT, REASON FOR AMENDMENT\*:** \_\_\_\_\_

\*(e.g., more time needed, additional scope added, extension permitted from original contract, etc.)

**DEPARTMENT:**

**BUDGET ACCOUNT** (GL Key and Object): 2245000-421000

**DEPT. HEAD APPROVAL:** Carl Carey 

**CIO APPROVAL\*:** \_\_\_\_\_

\*(N/A: NEMs, grants, deeds, Property/Easement Purchase/Sale agreements, Disposition/Development agreements)

**PROCUREMENT:** N/A

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

Formal Procurement (Bid #, RFP #, panel, etc.): RFQ 2112

Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): \_\_\_\_\_

Emergency Procurement (date, event, etc.): \_\_\_\_\_

Requisition Number: \_\_\_\_\_

Date Approved by City Council/Board: \_\_\_\_\_

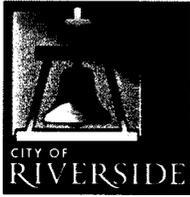
Purchasing Division Validation: BH Date: 11/19/2021

**PLEASE RETURN TO:** City Clerk's Office, Ext. 4276      Validated for Procurement **ONLY**

Effective: NTP - 5 years

NTE: \$500,000

YTD Available: \$85,671.75 as of 11/22/21



City of Arts & Innovation

## CITY COUNCIL

### MINUTES

TUESDAY, JANUARY 4, 2022, 1 P.M.  
PUBLIC COMMENT IN PERSON/TELEPHONE  
VIRTUAL MEETING  
3900 MAIN STREET

*draft*

REQUEST FOR QUALIFICATIONS 2112 - AGREEMENT - ON CALL DESIGN, ENGINEERING, AND CONSTRUCTION MANAGEMENT SERVICES AT RIVERSIDE MUNICIPAL AIRPORT - 6951 FLIGHT  
The City Council (1) approved a Master Professional Consultant Services Agreement with Mead & Hunt, Inc., Ontario, California, for on call design, engineering, and construction management services associated with Capital Improvement Projects at Riverside Municipal Airport for a five-year term and for an amount not to exceed \$500,000; (2) authorized the City Manager, or designee, to execute a Master Professional Consultant Services Agreement with Mead & Hunt, Inc., including making minor and non-substantive changes; and (3) authorized the City Manager, or designee, to execute project Supplemental Agreements as needed, for a total not to exceed amount of \$500,000 per firm over the agreement term, in substantially the same form as described in the staff report, with subsequent reports back to the City Council from time to time on the addition or deletion of such new panel members.

#### SOFTWARE LICENSE AGREEMENT ADDENDUM 2

The City Council (1) approved a Second Addendum to the Software License Agreement Contract No. 2006-224 with Schneider Electric Smart Grid Solutions, LLC, for a three-year term in an annual amount of \$115,000 for a total contract in the amount of \$1,282,630; and (2) authorized the City Manager, or designee, to execute all documents necessary to effectuate this Addendum, including making minor and non-substantive changes.

#### NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES REAPPOINTMENT

The City Council reappointed Dr. Gary Bradley to the Northwest Mosquito and Vector Control District Board of Trustees to serve for a 4-year term through December 31, 2025.

#### U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL RAILROAD ADMINISTRATION, CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS PROGRAM GRANT - SUPPLEMENTAL APPROPRIATION - FUNDS TRANSFER

The City Council (1) approved the acceptance of the Consolidated Rail Infrastructure and Safety Improvements Program Grant funding in the amount of \$24,520.39 from the U.S. Department of Transportation, Federal Railroad Administration for the tentative period of April 1, 2022 through March 31, 2023; (2) authorized the City Manager, or designee, to execute all required grant documents including making minor and non-substantive changes to documents associated with the grant; (3) with five affirmative votes, and upon receipt of the grant award, authorize the Chief Financial Officer, or

