

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

THIS AGREEMENT (Agreement) is made and entered into, effective \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and MOORE TWINING ASSOCIATES, INC., A California Corporation (Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional quality assurance testing and inspection services for The FAT New Terminal Expansion (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a Geotechnical Engineer 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 the Consultant shall provide professional services, to be paid with Airport funds and reimbursed with pledged Federal Aviation Administration Entitlement Funds as they are made available; and

WHEREAS, the 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 (Director) or 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. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or October 31, 2026, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 1223 consecutive calendar days from such authorization to proceed.

3. Compensation.

- (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$777,667. Such fee includes all expenses incurred by the 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 the 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. The 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 the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the 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, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The 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 the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the 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 the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Director's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The 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 the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the 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 the 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 the City.
- (b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches,

tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written verification by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.

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

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

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the 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, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782.8, the Consultant shall indemnify, hold harmless and defend the 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 and cost to enforce this Agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor to indemnify, hold harmless and defend the 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, the 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 the City's Risk Manager or designee at any time and in its 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 the 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, the 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 the Consultant shall be withheld until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the 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 the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the 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 the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the 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 the Consultant and the City prior to the commencement of any services by the subcontractor. the Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 04 13 or both CG 20 10 04 13 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 the City's execution of this Agreement, the 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, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The 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 the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The 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, the Consultant shall immediately notify the City of these facts in writing.
- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any the 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) The 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 the Consultant, nor any of the 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. the 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 the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the 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 the 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, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
  - (b) Immediately contact the 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 the 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 the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.
  - (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the 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 the 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 the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the 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 the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the

Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

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

12. Nondiscrimination. To the extent required by controlling federal, state and local law, the 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, the Consultant agrees as follows:

- (a) the 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) The 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. The 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 the 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) the Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the 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) The 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 the 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 the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the 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, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the 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 the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The 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, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the 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 the City employment benefits, entitlements, programs and/or funds offered employees of the 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, the Consultant may be providing services to others unrelated to the 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 the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
  - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the 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 the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any

authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

**[Signatures follow on the next page].**



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

MOORE TWINING ASSOCIATES, INC.,  
A California Corporation

By: \_\_\_\_\_  
Henry Thompson, A.A.E., C.A.E., IAP  
Director of Aviation  
Airports Department

By: Harry D. Moore   
Digitally signed by Harry D. Moore  
DN: c=US, E=Harry@mooretwinning.com, O=Moore Twining  
Associates, Inc., OU=President, Principo Engineer, CN=Harry D.  
Moore  
Date: 2022.02.08 16:03:34 -0800

Name: Harry D. Moore, RGE, RCE

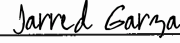
Title: President  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

No signature of City Attorney required.  
Standard Document #FedFund Eng.  
CSA, Short Form, Total Fee (11-2022)  
has been used without modification, as  
certified by the undersigned.

By: Ruth Moore

Name: Ruth Moore

Title: Secretary / Treasurer  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

DocuSigned by:  
By: Jarred Garza  
  
Jarred Garza  
Capital Development Specialist  
Airports Department

REVIEWED BY:  
DocuSigned by:  
Mark Davis  
  
Mark Davis, Airport Planning Manager  
Airports Department

Any Applicable Professional License:  
Number: C 35147  
Name: Harry D. Moore, RGE, RCE  
Date of Issuance: 1982

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Jarred Garza,  
Capital Development Specialist  
Fresno, CA 93720  
Phone: (559) 621-4527  
E-mail: jarred.garza@fresno.gov

CONSULTANT:  
Moore Twining Associates, Inc.  
Attention: Zachary Peacock, EIT,  
Assistant Manager, CI Division  
2527 Fresno St.  
Fresno, CA 93721  
Phone: (559) 268-7021 ext. 283  
E-mail: ZacharyP@mooretwinning.com

- 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 MOORE TWINING ASSOCIATES, INC. (Consultant)**

The FAT New Terminal Expansion

See attached proposal for Special Inspection and Materials Testing Services



February 8, 2023

MTP No. 0604-21

**Mr. Jarred S. Garza**  
 Capital Development Specialist  
 Fresno Yosemite International Airport, Inc.  
 4995 E. Clinton Way  
 Fresno, California 93727-1525

**Project:** Fresno Yosemite International Airport Terminal Expansion  
 5175 E. Clinton Way  
 Fresno, California 93727

**Subject: Proposal for Special Inspection and Materials Testing Services**

Dear Mr. Garza:

We appreciate the opportunity to submit this proposal for special inspection and materials testing services for the proposed Fresno Yosemite International Airport (FAT) 01 Terminal Expansion project located at the existing Fresno Yosemite International Airport in Fresno, California. This proposal presents our understanding and a brief description of the project, our scope of services, our estimated fees, scheduling details, our assumptions, exclusions, and closing statements.

Moore Twining Associates, Inc. (Moore Twining) performed the geotechnical engineering investigation for the FAT Terminal Expansion project. Thus, our firm thoroughly understands the geotechnical engineering requirements of the project.

Moore Twining Associates, Inc. (Moore Twining), established in 1898, has provided engineering and testing services for more than 123 years. Moore Twining is certified as a Disabled Veterans Business Enterprise (DVBE) by the Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS). Our DVBE certification number is 16472. Our firm is certified by the State of California Division of State Architect (DSA), Laboratory Evaluation and Acceptance Program (LEA #065 Fresno, #200 Sand City, #201 Sacramento, and #278 Riverside). Our firm is also approved as an inspection agency by the American Association of State Highway Transportation Officials (AASHTO), the State of California Department of Transportation (CALTRANS), Cement and Concrete Reference Laboratory (CCRL), and the City of Los Angeles. Moore Twining also participates in various professional organizations.

Moore Twining has the qualifications and the experience that are required to provide the materials testing and special inspections services for this project.

## **PROJECT DESCRIPTION**

Our understanding of the project was developed based on our review of the following project documents:

- Fresno Yosemite International Airport Terminal Expansion plan set Volumes 1, 2, 3, 4 and 5, prepared by CSHQA Architecture, dated August 11, 2021;

### **CENTRAL VALLEY**

2527 Fresno Street  
 Fresno, CA 93721  
 559-268-7021 • 559-268-7126 Fax

### **CENTRAL COAST**

501 Ortiz Avenue  
 Sand City, CA 93955  
 831-392-1056 • 831-392-1059

### **NORTHERN CALIFORNIA**

165 Commerce Circle, Suite D  
 Sacramento, CA 95815  
 916-381-9477 • 916-381-9478 Fax

### **SOUTHERN CALIFORNIA**

11800 Sterling Avenue, Suite C  
 Riverside, CA 92503  
 951-898-8932 • 951-898-8974 Fax

- Geotechnical Engineering Investigation Report, prepared by Moore Twining Associates, Inc., dated March 18, 2021; and
- FAT New Terminal Expansion Overall Schedule, prepared by Q & D Construction, dated August 16, 2021.

This project consists of the construction of a new airport terminal on the northeast side of the existing airport terminal building. This includes the construction of improvements at the existing terminal, as well as the construction of three buildings. Site improvements include the construction of Portland cement concrete (PCC) pavements, asphalt concrete (AC) pavements, and installation of underground utilities.

The buildings are separated into eight (8) areas. The buildings are denoted as areas A1 (512 S.F. plan area), D1 (13,225 S.F. plan area), D2 (6,156 S.F. plan area), G1 (3,550 S.F. plan area), G2 (8,190 S.F. plan area), G3 (10,400 S.F. plan area), G4 (22,908 S.F. plan area), and G5 (13,104 S.F. plan area). Areas A1, D1, and D2 consist of the modification and/or extension of existing buildings. Areas G1 through G5 consist of new construction. The new buildings and the new portions of the modified existing buildings are proposed to be supported on shallow square footings and combined footings, steel framing, and metal deck roofing. All the lowest level building areas include the use of slabs-on-grade other than building area G2. Building areas G1, G2, G4 and G5 have two levels. The second-floor level consists of a concrete slab-on-metal deck.

Site improvements include the construction of roughly 2,150 cubic yards of PCC pavements, of which 850 cubic yards are located at the north end of the saw cut (pavement boundaries) with a thickness of seven (7) inches and 1,300 cubic yards at the south end of the saw cut (pavement boundaries) with a thickness of six (6) inches. The AC pavements consist of a new parking lot to be located to the south of building area G4. This parking lot is to be constructed utilizing three inches of plant mix bituminous asphalt concrete pavement and requires roughly 470 tons of asphalt concrete. The site will also include roughly 1,500 linear feet of utilities to be installed and tied into existing utilities.

### **SCOPE OF SERVICES**

The scope of materials testing and inspection services for the project were based on the requirements of the project plans, geotechnical engineering investigation report, and overall project schedule. It should be noted that the project specifications were not provided to our firm to prepare this proposal and fee estimate. In addition, the project schedule provided only noted overall durations of different phases of the project and did not include a detailed breakdown of the construction activities. Thus, the estimated durations and tests provided below have been assumed and estimated.

Based on our review of the project documents, our services will consist of the inspection and testing of earthwork, asphalt concrete (AC) pavement, structural Portland cement concrete, Portland cement concrete (PCC) pavement, structural masonry, structural steel, and architectural special inspections including spray applied fireproofing, exterior insulation, fire-resistant penetrations, and smoke control systems. A detailed description of the testing and inspection services that are anticipated for this project are provided below.



## **Earthwork**

The earthwork anticipated for this project is generally related to the construction of the building pads and the AC and PCC pavement subgrade preparation, as well as the placement and compaction of utility trench backfill.

The following are excerpts from the geotechnical engineering investigation report as pertaining to the required earthwork observations and testing.

All existing surface improvements such as asphalt concrete and Portland cement concrete pavements, concrete or asphalt concrete paved walkways, underground utilities (i.e., irrigation, water, sewer, electric, gas, and telecommunications), subsurface structures, associated backfill, existing buildings and their associated foundations, etc., should be removed entirely and not crushed or buried in place. The resulting excavations should be cleaned of all loose, organic or disturbed soils, the exposed native soils should be scarified to a minimum depth of 8 inches then compacted as engineered fill. The excavation should be backfilled with compacted engineered fill.

Following stripping and removal of existing surface and subsurface improvements, the building pad area for the terminal expansion, not including the security checkpoint area or the zone of deeper over-excavation depicted on Drawing No. 3 (of the referenced geotechnical engineering investigation report), should be over-excavated to a minimum of 36 inches below preconstruction site grade, to 12 inches below the bottom of the proposed foundations, to the depth required to remove all undocumented fill soils (if any), or to at least 12 inches below improvements to be removed, whichever results in the deeper over-excavation. However, over-excavation will be required to extend to a depth of 10 feet within the limits shown on Drawing No. 3 in Appendix A (of the referenced geotechnical engineering investigation report) due to zones of loose soils encountered in the soil borings. The horizontal limits of the over-excavation will need to extend laterally until competent soils are encountered as determined by Moore Twining based on visual observations of the over-excavation. The deeper over-excavated area should be benched or sloped along the edges to an inclination not steeper than 3 Horizontal to 1 Vertical. The over-excavation should be conducted throughout the entire building pad limits. Slot cutting only below foundations will not be allowed. The building pad is defined as the area occupied by the building, all foundations (including any shallow foundations for pedestrian bridges), adjacent sidewalks, and to a minimum horizontal distance of five (5) feet beyond these areas. The limits of the building pad preparation should be depicted on the plans.

Following stripping and removal of existing surface and subsurface improvements, the security checkpoint building pad area should be over-excavated to a minimum of 24 inches below preconstruction site grade, to 12 inches below the bottom of the proposed foundations, to the depth required to remove all undocumented fill soils (if any), or to at least 12 inches below improvements to be removed (if any), whichever is greater. The over-excavation should be conducted throughout the entire building pad limits. Slot cutting only below foundations will not be allowed. The building pad is defined as the area occupied by the building, all foundations, adjacent sidewalks, and to a minimum horizontal distance of five (5) feet beyond these areas, with the exception that the horizontal extent of over-excavation adjacent to the existing building need only extend to the edge of the existing building foundations which are to remain. The limits of the building pad preparation should be depicted on the plans.

Portions of the building improvements are anticipated to be constructed adjacent to existing building improvements to remain. In these areas, excavations adjacent to existing slabs and foundations could undermine foundation support and damage the existing structure. The edge of the over-excavation adjacent to the existing foundations may be sloped at no steeper than 1.5 horizontal to 1 vertical from the top of the adjacent foundations to the minimum depth specified above for over-excavation below foundations. Unsupported excavations shall not be conducted below a 1.5 horizontal to 1 vertical plane from the top of existing foundations unless special procedures such as temporary underpinning or shoring of existing foundations are conducted in order to prepare the building pad areas along the entire perimeter of the building addition where it abuts the existing building. The Contractor will need to determine the requirements for shoring, underpinning, etc. based on the project plans and specifications and the recommendations of this report. The Contractor should also over-excavate to the bottom of new spread footings planned at the location of the existing perimeter foundations where the expansion area will join the existing building, if any.

Following stripping and removal of existing surface and subsurface improvements, the proposed elevator pit areas should be over-excavated to the depth required to remove all undocumented fill soils (if any), to at least 12 inches below improvements to be removed (if any), and to the depth required to provide at least 12 inches of compacted engineered fill below the bottom of the elevator pit, whichever is greater. The over-excavation should be conducted throughout the entire limits of the elevator pit.

Upon approval of the horizontal and vertical limits of over-excavation in building pad areas by Moore Twining based on the Contractor's survey data and approval of the bottom of the excavation by Moore Twining, the bottom of the over-excavation should be scarified to a minimum depth of 8 inches, moisture conditioned to between optimum and three (3) percent above optimum moisture content and compacted to a minimum of 92 percent of the maximum dry density determined in accordance with ASTM D1557 prior to placement of fill. Any soft or unstable areas identified during compaction of the bottom of the over-excavation should be removed and compacted as engineered fill.

New foundations planned within the footprint of an existing perimeter building foundation to be removed (if any) should be prepared by over-excavation to a minimum of 12 inches below the bottom of the new foundations, or to the depth required to remove all soils which are disturbed from demolition activities, whichever requires the deeper over-excavation. The limits of the over-excavation below the new foundations which are located in the footprint of an existing building foundation to be removed need only extend to the edge of the new foundation.

Moore Twining should observe the bottoms of all areas of over-excavation and observe and conduct in-place density testing during placement of engineered fill as grading progresses.

Existing pavements in areas to receive the new pavements should be removed and the subgrade soils prepared in accordance with the project plans and specifications. It is our understanding that the pavement designs for this project were developed by others, with the exception that Moore Twining was requested to provide recommended pavement section thicknesses for light vehicle traffic, such as maintenance vehicles, around the new terminal structure. After stripping and removal of surface and subsurface improvements, the subgrade soils in areas of Portland cement concrete pavements for light maintenance vehicles which are not prepared as part of the building pad preparation should be scarified to a minimum

depth of 8 inches, moisture conditioned to near optimum and compacted as engineered fill to a minimum of 95 percent of the maximum dry density determined in accordance with ASTM D1557.

After stripping and removal of surface and subsurface improvements, the subgrade soils in exterior concrete slab areas which are not prepared as part of the building pad preparation should be scarified to a minimum depth of 8 inches, moisture conditioned to near optimum and compacted as engineered fill to a minimum of 92 percent of the maximum dry density determined in accordance with ASTM D1557.

Miscellaneous lightly loaded subsurface structures such as screen walls should be supported on a minimum of 12 inches of engineered fill prepared by over-excavation and compaction. The bottom of the excavation should be processed by scarification to a minimum depth of 8 inches, moisture conditioned to near optimum and compacted as engineered fill to a minimum of 95 percent of the maximum dry density determined in accordance with ASTM D1557, or as specified in the plans and specifications, whichever is more stringent.

All fill required to bring the site to final grades should be placed as engineered fill. In addition, all native soils over-excavated should be compacted as engineered fill.

The moisture content and density of the compacted soils should be maintained until placement of the aggregate base and construction of pavements, slabs on grade, etc. If soft or unstable soils are encountered during excavation or compaction operations, our firm should be notified so the soil conditions can be examined, and additional recommendations provided to address the pliant areas.

Final grading shall produce a subgrade and aggregate base section ready to receive pavement, which is smooth, planar, and resistant to rutting. The finished subgrade (before aggregate base is placed) shall be firm and stable under proof rolling from a fully loaded water truck (or other equipment per project specifications) and the aggregate base shall be firm and stable under proof rolling. If depressions or excessive deflection occur, the Contractor shall perform remedial grading to achieve this requirement at no cost to the Owner. In the event cement treatment or removal and replacement with drier materials is required to achieve a stable surface, these requirements shall be the responsibility of the Contractor.

On a preliminary basis, if the subgrade soils after compaction exhibit relatively minor yielding/movement during application of compactive effort or during proofrolling, this condition may be remediated by chemical treatment for stabilization. On a preliminary basis, the addition of approximately two (2) percent cement to a depth of 8 inches may be considered to stabilize subgrade soils due to minor yielding. This recommendation is not intended for use for stabilization of unstable soils due to wet soils conditions, such as soft, wet areas which exhibit significant yielding under loading during the rainy season, etc. A higher percentage of chemical and increased treatment depth would be required where areas exhibit significant instability due to wet conditions. Should wet unstable conditions occur, the actual chemical, depth of treatment and percent by weight of material to be used will be dependent on the actual conditions which may be encountered during construction of the project. Alternative methods of bottom stabilization could also be considered and are subject to review and approval of Moore Twining and the client. If chemical treatment is conducted, the chemical treatment should be conducted in accordance with the project specifications, or accepted standards such as the current edition of the California Department of

Transportation Standard Specifications for soil-cement to achieve uniform support conditions across the pavement.

For the terminal expansion, onsite and imported engineered fill soils should be placed in loose lifts approximately 8 inches thick or less, moisture conditioned to optimum to three (3) percent above optimum moisture content and compacted to at least 92 percent of the maximum dry density as determined by ASTM Test Method D1557, with the exception that fills placed below a depth of 10 feet and the upper 12 inches of subgrade below non-aircraft pavements should be compacted at least 95 percent of the maximum dry density as determined by ASTM Test Method D1557. Engineered fill soil for the aircraft pavement should be placed in loose lifts approximately 8 inches thick, moisture-conditioned within optimum to 3 percent above optimum and compacted in accordance with the requirements of the pavement designer. Additional lifts should not be placed if the previous lift did not meet the required dry density or if soil conditions are not stable.

Utility trench backfill should be placed in 8-inch lifts, moisture conditioned and compacted as engineered fill.

In-place density testing shall be conducted in accordance with ASTM D1556 (sand cone) or ASTM D6938 (nuclear) methods. Maximum density should be determined in accordance with ASTM D1557. The frequency of subgrade testing for the aircraft pavement should be in accordance with the requirements of the pavement designer, or the frequency listed in the table below, whichever is most stringent. In-place density tests should be conducted at a frequency of at least:

<b>Area</b>	<b>Minimum Test Frequency</b>
Building Expansion and Non-Aircraft pavement subgrade, and Aggregate Base	1 test per 2,500 square feet per compacted lift
Mass Fills or Subgrade	1 test per 10,000 square feet per compacted lift
Utility Lines	1 test per 200 feet per compacted lift

Aggregate base used below interior slabs-on-grade for the terminal expansion building should consist of a non-recycled Class 2 aggregate base. Prior to importing the aggregate base material, the Contractor should submit documentation demonstrating that the material meets all requirements (i.e., gradation, R-value, durability, sand equivalent, etc.) for the applicable aggregate base. Documentation should be provided to the Owner, Design Engineer and Moore Twining prior to delivery of the aggregate base to the site.

Materials containing recycled asphalt should not be used as fill below structures. If the existing pavement materials (PCC and AC pavement) are planned to be recycled and used as fill outside of building areas, this use should be approved by the Owner and applicable environmental consultant, as appropriate. Recycled materials used as general fill would need to be crushed to a maximum size of 3 inches and processed to achieve a well graded mixture of approximately 50 percent sand and 50 percent gravel fractions.

The moisture contents of the footing excavations should be maintained between optimum and three (3) percent above optimum moisture content by the Contractor until placement of concrete. If the excavations



are allowed to dry, conditioning and remedial measures should be conducted to establish moisture contents of at least optimum moisture content.

It is recommended that new concrete slabs-on-grade be supported on a minimum of 4 inches of non-recycled, Class 2 aggregate base (compacted to a minimum of 95 percent relative compaction) over subgrade soils prepared in accordance with the recommendations of this report. The compacted onsite subgrade soils will provide a design modulus of subgrade reaction of 150 pounds per square inch per inch (psi/in) for proposed interior slab-on-grade. This value may be used in design for transient loading. A modulus of subgrade reaction of 100 pounds per square foot may be used for static loads applied to the floor slab. This value is based on a one-foot square plate and thus should be adjusted for the size effects of the loaded area(s) in design.

The moisture content of the prepared subgrade should be verified to be within optimum to three (3) percent above optimum moisture content prior to placing the aggregate base section or the vapor retarding membrane, if used. The moisture content of the upper 12 inches of the subgrade soils should be tested and confirmed prior to placement of the base section. The moisture in the aggregate base should be maintained above optimum moisture content prior to placement of the base section, vapor retarding membrane or slab-on-grade.

Since exterior sidewalks, curbs, etc. are typically constructed at the end of the construction process, the moisture conditioning conducted during earthwork can revert to natural dry conditions. Placing concrete walks and finish work over dry or slightly moist subgrade should be avoided. It is recommended that the general contractor notify Moore Twining to conduct in-place moisture and density tests prior to placing concrete flatwork. Written test results indicating passing density and moisture tests should be in the general contractor's possession prior to placing concrete for exterior flatwork.

Trench backfill should be placed in 8-inch lifts, moisture conditioned to within optimum and three (3) percent above optimum and compacted to a minimum of 95 percent of the maximum dry density, or as required by the project specifications, whichever is more stringent. The Contractor should use appropriate equipment and methods to avoid damage to utilities and/or structures during placement and compaction of the backfill materials. All utility trenches to be located within the West Terminal Ramp pavement area shall be backfilled and compacted in the accordance with the compaction requirements below the asphaltic concrete pavement noted on the plans and specifications.

Our scope of services includes observation and testing of the construction of the foundations, building pad and pavement subgrade preparation, as well as the placement and compaction of utility trench backfill. In-place moisture and density tests will be performed in accordance with ASTM D6938 (nuclear methods). Samples of the subgrade soils will be tested to evaluate the maximum dry density and optimum moisture content in accordance with ASTM Test Method D1557.

It has been assumed that imported fill materials will not be required for the project. In addition, it has been assumed that the Contractor will provide documentation indicating the aggregate base complies with Caltrans Class 2 requirements. Thus, compliance testing of imported fill and aggregate base has been excluded from this proposal and fee estimate.

The tasks anticipated for earthwork and the assumed durations are presented in the following table:

<b><u>Estimated Inspection for Earthwork</u></b>			
<b><u>Earthwork Component</u></b>	<b><u>Estimated Trips</u></b>	<b><u>Hours per Trip</u></b>	<b><u>Total Hours</u></b>
PCC Pavement Subgrade and Aggregate Base	20	8	160
AC Pavement Subgrade and Aggregate Base	10	8	80
Utility Trench Backfill	20	6	120
Building Area A1 Slab Grade Preparation	2	8	16
Building Area D1 & D2 Building Pad Subgrade Preparation	5	8	40
Building Area D1 & D2 Building Pad Aggregate Base	2	8	16
Building Area G1 Building Pad Subgrade Preparation	5	8	40
Building Area G1 Building Pad Aggregate Base	2	8	16
Building Area G1 Elevator Pit and Escalator Pits	5	8	40
Building Area G3 Building Pad Subgrade Preparation	5	8	40
Building Area G3 Building Pad Aggregate Base	2	8	16
Building Area G3 Concrete Pad Subgrade Preparation at Generators	2	8	16
Building Area G3 Concrete Pad Aggregate Base at Generators	1	8	8
Building Area G4 Building Pad Subgrade Preparation	5	8	40
Building Area G4 Building Pad Aggregate Base	2	8	16
Building Area G4 Elevator Pit and Escalator Pits	5	8	40
Building Area G5 Building Pad Subgrade Preparation	5	8	40
Building Area G5 Building Pad Aggregate Base	2	8	16
Soil Sampling and Delivery	20	2	40
Estimated Inspection Hours:			800

<b><u>Earthwork Material Tests</u></b>		
<b><u>Material</u></b>	<b><u>Test</u></b>	<b><u>Estimated Quantity</u></b>
Native Material	Maximum Density/Optimum Moisture	15
Aggregate Base	Maximum Density/Optimum Moisture	5
Bedding Sand	Maximum Density/Optimum Moisture	5

### **Asphalt Concrete (AC)**

The asphalt concrete placement and compaction for this project consists of the reconstruction of the AC parking lot and entrance way pavements for vehicular traffic only. The parking lot occupies roughly 26,000 square feet in plan area and will have a thickness of 3-inches, while the entry way pavement will

have a thickness of 4-inches and occupies roughly 1,000 square feet. These two pavements will require roughly 500 tons of AC material.

Our scope of services will include inspections during the placement of asphalt concrete as well as performing in-place density tests. In-place density will be performed with a nuclear density gauge to estimate the relative compaction of the AC using the theoretical maximum density value of the material placed and compacted. A box sample of the asphalt concrete will be obtained and sent to the laboratory to determine the theoretical maximum density of the asphalt concrete. Cores will be obtained to verify the thickness of the AC placed and to determine the actual in-place density and compaction of the AC pavements. It has been assumed that the contractor will provide the AC cores for testing.

The tasks related to the structural concrete observation, testing and estimated their durations are as follows.

<u>Estimated Inspection for Asphalt Concrete</u>			
<u>Pavement Component</u>	<u>Estimated Trips</u>	<u>Hours per Trip</u>	<u>Total Hours</u>
AC Pavement	10	8	80
Estimated Inspection Hours:			80

<u>Asphalt Concrete Material Tests</u>		
<u>Material</u>	<u>Test</u>	<u>Estimated Quantity</u>
AC Pavement	Theoretical Maximum Density	10
AC Cores	Core Thickness and Density	20

### Cast-In-Place Structural Concrete

Cast-in-place concrete will be placed for footings, slabs-on-grade, elevator and escalator pit retaining walls, and PCC Pavements. In total, the concrete for this project will require roughly 3,500 cubic yards of Portland cement concrete.

Our scope of services will include continuous observation during the placement of structural concrete, periodic inspection of structural reinforcement, and sampling and testing of concrete. It has been assumed that one (1) set of five (5) 4-inch by 8-inch concrete cylinders will be cast for each concrete mixture for each 150 cubic yards, or fraction thereof, for each day that the concrete is placed. One cylinder will be tested at 7 days, three cylinders will be tested at 28 days, and one cylinder will be held and tested at 56 days if the required compressive strength is not met at 28 days. Slump, air content, unit weight and temperature tests will be performed at the truck at the time the compressive strength samples are taken. Inspection of cast-in-place anchors will occur at the during the inspection of reinforcement.

It has been assumed that the reinforcement will be procured from a certified mill with testing reports; therefore, reinforcement rebar tests have been omitted from this proposal.

The following tasks related to the cast-in-place concrete observation and testing and their estimated durations are as follows:

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<b>Estimated Inspection for Reinforcement of Cast-In-Place Structural Concrete</b>			
<b>Structural Member</b>	<b>Estimated Trips</b>	<b>Hours per Trip</b>	<b>Total Hours</b>
PCC Pavement	15	8	120
Building Area A1 Slab	2	8	16
Building Area D1 & D2 Slab on Grade	2	8	16
Building Area D1 & D2 Footings	2	6	12
Building Area G1 Slab on Grade	1	8	8
Building Area G1 Footings	1	6	6
Building Area G1 Elevator Pit and Escalator Pits	4	8	32
Building Area G1 Concrete over Metal Deck	1	8	8
Building Area G2 Footings	2	6	12
Building Area G2 Concrete over Metal Deck	1	8	8
Building Area G3 Slab on Grade	2	8	16
Building Area G3 Footings	2	6	12
Building Area G3 Concrete Pad at Generators	1	4	4
Building Area G4 Slab on Grade	2	8	16
Building Area G4 Footings	2	6	12
Building Area G4 Elevator Pit and Escalator Pits	4	8	32
Building Area G4 Concrete over Metal Deck	1	8	8
Building Area G5 Slab on Grade	2	8	16
Building Area G5 Footings	2	6	12
Building Area G5 Concrete over Metal Deck	1	8	8
Estimated Inspection Hours:			374

<b>Estimated Inspection/Sampling for Cast-In-Place Structural Concrete</b>			
<b>Structural Member</b>	<b>Estimated Trips</b>	<b>Hours per Trip</b>	<b>Total Hours</b>
PCC Pavement	15	8	120
Building Area A1 Slab	2	8	16
Building Area D1 & D2 Slab on Grade	2	8	16
Building Area D1 & D2 Footings	2	8	16
Building Area G1 Slab on Grade	1	8	8
Building Area G1 Footings	1	8	8
Building Area G1 Elevator Pit and Escalator Pits	4	8	32
Building Area G1 Concrete over Metal Deck*	1	16	16
Building Area G2 Footings	2	8	16
Building Area G2 Concrete over Metal Deck*	1	16	16
Building Area G3 Slab on Grade	2	8	16
Building Area G3 Footings	2	8	16
Building Area G3 Concrete Pad at Generators	1	8	8
Building Area G4 Slab on Grade	2	8	16



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Building Area G4 Footings	2	8	16
Building Area G4 Elevator Pit and Escalator Pits	4	8	32
Building Area G4 Concrete over Metal Deck*	1	16	16
Building Area G5 Slab on Grade	2	8	16
Building Area G5 Footings	2	8	16
Building Area G5 Concrete over Metal Deck*	1	16	16
Sample Pick Up	50	2	100
Estimated Inspection Hours:			532

\*Two (2) technicians are anticipated for inspection and sampling the metal decks, one ACI (1) technician for sampling at the truck and one ICC Certified Inspector for inspection of placement.

<b>Structural Concrete Material Tests for Cast-in-Place Structural Concrete</b>		
<b><u>Structural Element</u></b>	<b><u>Test</u></b>	<b><u>Estimated Quantity</u></b>
PCC Pavement	Concrete Compressive Strength	30 (Set of 5)
Building Area A1 Slab	Concrete Compressive Strength	4 (Set of 5)
Building Area D1 & D2 Slab on Grade	Concrete Compressive Strength	4 (Set of 5)
Building Area D1 & D2 Footings	Concrete Compressive Strength	4 (Set of 5)
Building Area G1 Slab on Grade	Concrete Compressive Strength	2 (Set of 5)
Building Area G1 Footings	Concrete Compressive Strength	2 (Set of 5)
Building Area G1 Elevator Pit and Escalator Pits	Concrete Compressive Strength	8 (Set of 5)
Building Area G1 Concrete over Metal Deck	Concrete Compressive Strength	2 (Set of 5)
Building Area G2 Footings	Concrete Compressive Strength	4 (Set of 5)
Building Area G2 Concrete over Metal Deck	Concrete Compressive Strength	2 (Set of 5)
Building Area G3 Slab on Grade	Concrete Compressive Strength	4 (Set of 5)
Building Area G3 Footings	Concrete Compressive Strength	4 (Set of 5)
Building Area G3 Concrete Pad at Generators	Concrete Compressive Strength	2 (Set of 5)
Building Area G4 Slab on Grade	Concrete Compressive Strength	4 (Set of 5)
Building Area G4 Footings	Concrete Compressive Strength	4 (Set of 5)
Building Area G4 Elevator Pit and Escalator Pits	Concrete Compressive Strength	8 (Set of 5)
Building Area G4 Concrete over Metal Deck	Concrete Compressive Strength	2 (Set of 5)
Building Area G5 Slab on Grade	Concrete Compressive Strength	4 (Set of 5)
Building Area G5 Footings	Concrete Compressive Strength	4 (Set of 5)
Building Area G5 Concrete over Metal Deck	Concrete Compressive Strength	2 (Set of 5)

**Post-Installed Anchors, Epoxy Dowels, and Seismic Load Restraint**

Post installed mechanical concrete and masonry anchors and drilled and epoxied dowel anchors are anticipated to be utilized for this project. This includes all anchors used as seismic resistance hold-downs. It is also understood that the masonry site wall will potentially have a wrought-iron fence installed atop the wall, which would require post-installed anchors/epoxied dowels.

Our scope of services will include observation for the type and size of the anchor bolts, as well as the diameter, depth, and cleanout of the drilled holes for post-installed anchor bolts.

The following tasks related to the post-installed anchor observation and testing, and their estimated durations are as follows:

<b><u>Estimated Inspection/Testing Durations for Post-Installed Anchors and Epoxy Dowels</u></b>			
<b><u>Structural Member</u></b>	<b><u>Estimated Trips</u></b>	<b><u>Hours per Trip</u></b>	<b><u>Total Hours</u></b>
Installation Inspection	35	8	280
Estimated Inspection Hours:			280

### **Structural Masonry**

The structural masonry for this project consists of the walls located at building area G5. The total surface area of the masonry walls is roughly 2,500 square feet and the wall is 10 feet tall.

Our scope of services includes the inspection of the placement of reinforcing steel, spacing, and clearances. Masonry block mortar and grout are required to be tested. Project specifications state that mortar and grout is to be tested once per 5,000 square feet of wall surface area.

It should be noted that the structural plans do not explicitly state the requirement of testing and inspecting masonry; therefore, this portion of our scope of services may be omitted at the client's discretion.

The tasks anticipated for structural masonry and the assumed durations are presented in the following table.

<b><u>Estimated Inspection/Sampling for CMU Walls</u></b>			
<b><u>Structural Member</u></b>	<b><u>Estimated Trips</u></b>	<b><u>Hours per Trip</u></b>	<b><u>Total Hours</u></b>
Building Area G5 Masonry Walls	10	8	80
Site Wall	5	8	40
Sample Pickup	13	2	26
Estimated Inspection Hours:			146

<b><u>Material Tests for CMU Walls</u></b>		
<b><u>Structural Element</u></b>	<b><u>Test</u></b>	<b><u>Estimated Quantity</u></b>
Masonry Unit	Masonry Unit Compressive Strength, Absorption, Unit Weight	4 (Set of 9)
Mortar	Mortar Compressive Strength	10 (Set of 5)
Grout	Grout Compressive Strength	10 (Set of 9)

### **Structural Steel, High-Strength Bolts, and Welding**

The structural steel components for this project consist of the steel columns, steel framing, metal deck, and seismic/lateral load resistance braced and moment frames.

Our scope of services includes structural steel and welding inspection at the fabrication shop and the job site of the proposed project. Our scope of services also includes the inspection of high strength bolting. The location of the steel fabricator was not known and/or provided at the time this proposal and fee estimate were prepared. The following assumptions were used in the preparation of this proposal and fee estimate:

- The fabrication shop will work Monday through Friday between the hours of 7 AM and 3:30 PM;
- All shop fabrication will be performed at a location within 30 miles of one of our offices;
- Out-of-State fabrication shop inspections are not included within our scope;
- The fabrication shop will be properly staffed for this project; and
- The shop fabrication will require only one inspector for the welding inspection.

It is understood that the Boarding Bridges for the project are to be by JBT Companies and could potentially be fabricated out of Utah. If these elements are ultimately required to have special inspection of the fabrication, our firm would either send one of our staff to perform the inspections, or a sub-consultant local to area of the fabrication shop would need to be utilized for the inspections, whichever would be more cost effective to the City of Fresno.

The tasks anticipated for structural steel and the assumed durations are presented in the following table.

<b><u>Estimated Inspection/Sampling for Structural Steel</u></b>			
<b><u>Structural Member</u></b>	<b><u>Estimated Trips</u></b>	<b><u>Hours per Trip</u></b>	<b><u>Total Hours</u></b>
Shop Welding	60	8	480
Non-Destructive Testing – Shop	20	8	160
Field Welding Inspection and Non-Destructive Testing	65	8	520
High Strength Bolting	25	8	200
Estimated Inspection Hours:			1,360

<b><u>Structural Concrete Material Tests for Structural Steel</u></b>		
<b><u>Structural Element</u></b>	<b><u>Test</u></b>	<b><u>Estimated Quantity</u></b>
Non-Shrink Grout	Compressive Strength	40 (Set of 6)*

\* It has been assumed that to verify the compliance of the compression strength of cube specimens, an average of three (3) compressive strength tests will be required to be tested at an age of seven (7) days for early strength data and at 28 days for compliance strength; therefore, a set of six (6) total cubes has been estimated.

### **Architectural Special Inspections**

The structural drawing notes on sheet S04 callout for the following special inspections of architectural features; (1) spray-applied fireproofing, (2) exterior insulation installation observation, (3) fire-resistant penetrations, and (4) record smoke control systems device locations.

Our scope of services includes the periodic inspection of surface conditions and application of spray-applied fireproofing, fire-resistant penetrations, and record smoke control systems device locations. Our scope of services also includes the continuous installation observation of exterior insulation.

Physical and visual tests will be performed to check the condition of the substrates, thickness of application, density of spray-applied fireproofing, bond strength, and condition of the finished application. The application will be observed, manufacturer information and specifications reviewed, and the material tested. Approximately 10-percent of each type/manufacturer of the fire-stopping of penetrations be visually inspected per ASTM E-2174 minimum. Thickness tests will be performed on approximately 25% of the structural members at each level.

Non-destructive testing of firestop will be tested for each 10,000 square feet per floor level. These are the minimum testing requirements based on the ASTM, it should be noted that the Authority Having Jurisdiction (AHJ) may request that these frequencies be increased. Approximately 5-percent of the total linear feet of each type of fire resistive joint system will be visually inspected per ASTM E-2393.

The tasks anticipated for architectural special inspections and the assumed durations are presented in the following table.

<b><u>Estimated Inspection/Sampling for Architectural Special Inspections</u></b>			
<b><u>Structural Member</u></b>	<b><u>Estimated Trips</u></b>	<b><u>Hours per Trip</u></b>	<b><u>Total Hours</u></b>
Spray-applied Fireproofing Inspection	50	8	400
Exterior Insulation Inspection	30	8	240
Fire-Resistant Penetrations Inspections (Local Inspector) *	60	8	480
Fire-Resistant Penetrations Inspections (Intertek Certified Inspector) **	5	16	80
Smoke Control System Inspections	10	8	80
Estimated Inspection Hours:			1,680

\*An inspector local to the Fresno area will perform the regular inspections of the Fire-Resistant Penetration systems, under the supervision of Moore Twining's Intertek certified firestop inspector.

\*\*The Fire-Resistant Penetrations Inspections by the Intertek certified firestop inspector will be performed on a periodic basis and have been budgeted as a two-day event per trip. The first day includes travel to the site and inspections in the afternoon, and the second day consists of completing inspections that morning and travel.

<b><u>Material Tests for Spray Applied Fireproofing</u></b>		
<b><u>Structural Element</u></b>	<b><u>Test</u></b>	<b><u>Estimated Quantity</u></b>
Fireproofing	Fireproofing Density Test	60

## **PROJECT COORDINATION, REVIEW, ENGINEERING SUPPORT, AND REPORTING**

In addition to the testing services described above, our firm will also provide engineering support. This support would include reviewing material submittals or certificates of compliance when requested, reviewing inspection reports, reviewing laboratory testing reports, and preparing a final report indicating if the work and materials used to construct the project, that were included in our scope of services, are in conformity with the requirements of the project documents.

A Project Manager will be assigned to the project for the services provided by Moore Twining. The Moore Twining Project Manager is solely for managing the services provided by Moore Twining and is not

related to any aspect of the actual construction which is the responsibility of the General Contractor. To the extent possible, Moore Twining will have one primary inspector, who is qualified to perform the required tested, assigned to the project to provide continuity and quality assurance for the project. Our Project Manager will work closely with the Fresno Yosemite Airport International Airport to dispatch the inspectors to the job site when they are needed, verify that the dispatched inspectors are certified to perform the required testing, verify that the required testing is being performed, and verify that deviations are being recorded and tracked until resolved.

A critical part of any inspection for projects is the ability to track and verify correction of structural discrepancies. A "Log of Discrepancies" will be maintained. This log is used to track discrepancies and verify these discrepancies are addressed during construction. If a discrepancy requires an RFI or design change, the discrepancy may need to be tracked for some time.

The schedule provided dated August 16, 2021 indicates roughly 110 working weeks. It has been assumed that our project management team will require 2 hours per working week to manage this project and it has also been estimated that a registered civil engineer will be required for 1 hour per week. Lastly it has been assumed that 2.5 hour per week will be required for our administrator to service this project.

The tasks related to the project coordination, review, engineering support, and reporting and their estimated durations are as follows:

<b><u>Estimated Engineering Support and Project Management</u></b>	
<b><u>Task</u></b>	<b><u>Total Hours</u></b>
Project Management of Testing and Inspection Services	220
Registered Civil Engineer	110
Registered Geotechnical Engineer	100
Administrative Assistant	275

### **ESTIMATED FEES**

Our estimated fees to provide the testing and inspection services described in this proposal are presented in Table 1 below.

<b>Table 1 - Fee Estimate to Provide Materials Testing &amp; Inspection Services Fresno Yosemite International Airport Terminal Expansion 5175 East Clinton Way, Fresno, California</b>				
<b>Scope Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Fee</b>	<b>Estimated Fee</b>
<b>Earthwork</b>				
Inspection of Earthwork	Hour	800	\$123.00	\$98,400.00
Lab Maximum Density (ASTM D1557) 4-inch mold	Test	20	\$184.00	\$3,680.00
Lab Maximum Density (ASTM D1557) 6-inch mold	Test	5	\$200.00	\$1,000.00
Mileage*	Miles	1488	\$0.655	\$974.64
Vehicle and Equipment Charge	Trip	120	\$25.00	\$3,000.00



*Fresno Yosemite International Airport Terminal Expansion; Fresno, California  
Proposal for Special Inspection and Materials Testing  
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				<b>Subtotal</b>	<b>\$107,054.64</b>
<b>Asphalt Concrete</b>					
Inspection of Asphalt Placement	Hour	80	\$123.00	\$9,840.00	
Theoretical Maximum Density	Test	10	\$163.00	\$1,630.00	
AC Core Tests	Test	20	\$21.00	\$420.00	
Mileage*	Miles	124	\$0.655	\$81.22	
Vehicle and Equipment Charge	Trip	10	\$25.00	\$250.00	
				<b>Subtotal</b>	<b>\$12,221.22</b>
<b>Cast-In-Place Structural Concrete</b>					
Inspection of Reinforcement	Hour	374	\$130.00	\$48,620.00	
Inspection of Structural Concrete	Hour	432	\$130.00	\$56,160.00	
Sample Pickup	Hour	100	\$66.00	\$6,600.00	
Concrete Compressive Strength (4-inch by 8-inch Cylinders)	Set	100	\$95.00	\$9,500.00	
Mileage*	Miles	1860	\$0.655	\$1,218.30	
Vehicle and Equipment Charge	Trip	150	\$25.00	\$3,750.00	
				<b>Subtotal</b>	<b>\$125,848.30</b>
<b>Post-Installed Anchors</b>					
Anchor Inspections	Hour	280	\$123.00	\$34,440.00	
Mileage*	Miles	434	\$0.655	\$284.27	
Vehicle and Equipment Charge	Trip	35	\$25.00	\$875.00	
				<b>Subtotal</b>	<b>\$35,599.27</b>
<b>Masonry</b>					
Inspection and Sampling of CMU	Hour	146	\$130.00	\$18,980.00	
Sample Pickup	Hour	13	\$66.00	\$858.00	
Masonry Unit Compressive Strength, Absorption, Unit Weight	Each	36	\$79.00	\$2,844.00	
Mortar Compressive Strength	Each	50	\$40.00	\$2,000.00	
Grout Compressive Strength	Each	90	\$40.00	\$3,600.00	
Mileage*	Miles	285	\$0.655	\$186.81	
Vehicle and Equipment Charge	Trip	23	\$25.00	\$575.00	
				<b>Subtotal</b>	<b>\$29,043.81</b>
<b>Structural Steel, High-Strength Bolts, and Welding</b>					
Shop Welding Inspection	Hour	480	\$90.00	\$43,200.00	
Shop Non-Destructive Testing	Hour	160	\$95.00	\$15,200.00	
Field Welding Inspection and Non-Destructive Testing	Hour	520	\$132.00	\$68,640.00	
High Strength Bolting Inspection	Hour	200	\$130.00	\$26,000.00	
High Strength Non-Shrink Grout	Set	40	\$114.00	\$4,560.00	
Mileage*	Miles	2108	\$0.655	\$1,380.74	
Vehicle and Equipment Charge	Trip	170	\$25.00	\$4,250.00	
				<b>Subtotal</b>	<b>\$163,230.74</b>

<b>Architectural Special Inspections</b>				
Spray-applied Fireproofing Inspection	Hour	400	\$117.00	\$46,800.00
Exterior Insulation Inspection	Hour	240	\$122.00	\$29,280.00
Fire-resistant Penetrations Inspection	Hour	560	\$122.00	\$68,320.00
Smoke Control System Inspection	Hour	80	\$122.00	\$9,760.00
Fireproofing Density Test	Test	60	\$75.00	\$4,500.00
Per Diem (Hotel and Meals)	Day/Night	5	\$200.00	\$1,000.00
Mileage*	Miles	1922	\$0.655	\$1,258.91
Vehicle and Equipment Charge	Trip	155	\$25.00	\$3,875.00
<b>Subtotal</b>				<b>\$164,793.91</b>
<b>Project Coordination, Review, Engineering Support, and Reporting</b>				
Project Manager	Hour	220	\$100.00	\$22,000.00
Registered Civil Engineer	Hour	110	\$125.00	\$13,750.00
Registered Geotechnical Engineer	Hour	100	\$135.00	\$13,500.00
Administrative Assistant	Hour	275	\$35.00	\$9,625.00
Inspection and Testing Contingency for Unforeseen Items	-	1	\$75,000.00	\$75,000.00
In-Place Density Report(s)	Hour	40	\$100.00	\$4,000.00
Final Inspection Letter	Hour	20	\$100.00	\$2,000.00
<b>Subtotal</b>				<b>\$139,875.00</b>
<b>Total Estimated Fee for Materials Testing and Inspection Services</b>				<b>\$777,666.89</b>

\* Mileage rate is subject to change in accordance with the IRS rate at the time services are conducted.

The above fee estimate was prepared based on our review of the project documents provided to our firm. It should be noted that a construction schedule was not provided to our firm. It should be noted that the total fee for our services is directly influenced by the construction schedule, weather conditions, scheduling by the Client, efficiency of the contractor and subcontractors performing the work and other factors outside our control; thus, our fees could be more or less than estimated. Since these items are beyond our control, our services will be provided on a time and materials basis and the estimated fee presented in this proposal should serve as a budget estimate for these services. Moore Twining will only charge for those services performed and billed in accordance with the fees and invoicing section of this proposal. Our firm will notify you of any scope changes that occur during the course of the project if these scope changes increase our fees.

Please note that it has been assumed that there would be no over-time or weekend work for this project and therefore has been excluded in our fee estimate. It should be noted that a construction schedule was not provided to our firm at the time this proposal and fee estimate was prepared.

### **FEES AND INVOICING**

It is our understanding that **this project is subject to State of California prevailing wage** requirements for work performed. Our fees are based on two-hour minimum billing and two-hour increments thereafter

for inspectors, field technicians and engineers portal-to-portal. The rates presented in Table 1 are based on 8-hour workdays, Monday through Friday. Overtime and Double Time will be billed in accordance with the DIR requirements. Overtime will be billed for the first four (4) daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is at the Sunday/Holiday overtime rates. If additional testing is required beyond the scope of this proposal, those services would be billed in accordance with our current 2023 or 2024 Prevailing Wage Fee Schedule; whichever is applicable at the time the request is made.

Hourly rates subject to prevailing wage, presented in Table 1 above, shall be adjusted the month immediately following the rate increase per the California Prevailing Wage Determination at the time for the craft plus 20% to cover Taxes, Social Security, Medicare, Markup, etc.

An itemized listing of the tests and inspections performed will be provided on each invoice. Payment is due on the 10th of the next succeeding month following the date of invoice and is considered past due thereafter. A finance charge of 1.5% per month service charge (18% per annum) may be assessed on past due accounts.

### **DELIVERABLES**

Moore Twining will provide a daily field report for each day that an inspection is performed at off-site fabrication shops and on the project site. These reports will be followed by reports signed by the project manager or project engineer. Laboratory reports will be provided for the materials tested in the laboratory. These reports will be signed by the Laboratory Manager.

### **PRECONSTRUCTION MEETING**

It is recommended that a preconstruction meeting be held with the client, the architect, the structural engineer, the general contractor, and the testing laboratory to discuss the details of scheduling, reporting, invoicing, and other issues affecting the project.

### **PRE-GRADING MEETING**

It is recommended that a pre-grading meeting be held with the client, the architect, the civil engineer, the general contractor, the grading sub-contractor, and the testing laboratory to discuss the details of over-excavation, compaction, moisture conditioning, and other earthwork issues affecting the project.

### **SCHEDULING**

It is our understanding that a representative of Fresno Yosemite International Airport will be responsible for scheduling the testing and inspection services for the project. Moore Twining can only be responsible for those inspections and tests our firm is notified of either by facsimile or electronic mail. To provide for your schedule, our firm should be notified at least one week prior to the start of construction and a 48-hour notice before each testing and/or inspection event is requested. Inspection services can be scheduled by contacting our Central California office at (559) 268-7021.

## **NOTIFICATIONS AND EXCLUSIONS**

The following items were excluded from our scope of services and our fee estimate:

- Retests, re-inspections, standby time, and cancellations without proper notice;
- Modifications or changes to the project and/or construction schedule after the date of our proposal;
- Moisture and PH Testing of concrete;
- Out-of-State inspections and testing;
- Testing of unidentified materials;
- Installation Inspections or Testing of Underground Utilities;
- SWPPP Inspections and monitoring;
- Inspection of landscaping and irrigation systems;
- Inspection and testing of mechanical systems;
- Inspection and testing of electrical systems;
- Floor Flatness and Levelness Testing;
- Providing access to all construction elements requiring inspection; and
- Any items not so indicated in this proposal.

If any of these items are required during the course of the project, upon request, we can provide the aforementioned services and provide associated fees. Moore Twining is a full-service testing and inspection firm capable of meeting your needs on this project. Our estimated fee assumes the contractor will provide access to all construction elements requiring inspection at the time requested by our firm. The contractor is solely responsible for job site safety including excavation safety, support, etc.

## **CLOSING REMARKS**

We encourage you to consider our firm's full-service capabilities and relevant project experience as you proceed with your selection process. It is understood that if this proposal is found to be acceptable, Fresno Yosemite International Airport will issue a purchase order or agreement for our services and provide it to our firm to execute. Should you have any questions or comments, or if we may be of any service to you, please contact us at (800) 268-7021.

We sincerely appreciate the opportunity to provide this proposal and look forward to working with Fresno Yosemite International Airport on this project.

Respectfully submitted,  
**Moore Twining Associates, Inc.**  
Construction Inspection Division



Zachary Peacock, E.I.T.  
Assistant Division Manager – Construction Inspection  
(559) 217-3747  
ZacharyP@MooreTwining.com

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### Consultant Service Agreement between City of Fresno (City) and MOORE TWINING ASSOCIATES, INC. (Consultant)

##### The FAT New Terminal Expansion

#### 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 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).
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 the Consultant's profession.

#### MINIMUM LIMITS OF INSURANCE

The 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 the 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 the 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**

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City's Risk Manager or 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 the City, its officers, officials, employees, agents, and volunteers; or
- (ii) The Consultant shall provide a financial guarantee, satisfactory to the City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

#### **OTHER INSURANCE PROVISIONS**

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

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. the 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 the 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, the 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 the Consultant's insurance and shall not contribute with it. The 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: the Consultant and its insurer shall waive any right of subrogation against the 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 the 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 the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five Years after completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to the 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 the City. The 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, the Consultant

shall furnish the 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 the City, the 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.

#### **VERIFICATION OF COVERAGE**

The Consultant shall furnish the 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 designee prior to the 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 the City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**EXHIBIT C  
DISCLOSURE OF CONFLICT OF INTEREST**

The FAT New Terminal Expansion

		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 type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional page(s) attached.




Signature

February 8, 2023

Date

Harry D. Moore

(Name)

Moore Twining Associates, Inc.

(Company)

2527 Fresno Street

(Address)

Fresno, Ca 93721

(City, State Zip)

## EXHIBIT D

### ASSURANCES

#### Consultant Service Agreement between City of Fresno (City) and [Consultant Name] (Consultant)

##### A. I. P. PROJECT NO. [AIP number(s)]

[Project Title]

During the performance of this Agreement (“contract” or “contract documents”), the Consultant, for itself, its assignees and successors in interest (collectively as “the contractor” or “the Consultant”) agrees as follows (hereafter, the ‘City’ is referred to as “Sponsor”):

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

##### A. ACCESS TO RECORDS AND REPORTS

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

##### B. BUY AMERICAN CERTIFICATION

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

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

#### Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

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



submitted.

See Attachments A and B: Buy American Certifications

### **C. GENERAL CIVIL RIGHTS PROVISIONS**

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

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

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

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

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

### **D. CIVIL RIGHTS ACT OF 1964, TITLE VI**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's

obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **E. DISADVANTAGED BUSINESS ENTERPRISES**

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

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each

subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

**F. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)**

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

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

**G. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

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

**H. 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.

**I. TRADE RESTRICTION CLAUSE**

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

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

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

## **J. 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.



## K. COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 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 Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## L. DAVIS-BACON REQUIREMENTS

### 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;

(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, DC 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.

(E) 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.

(F) 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 that 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 that 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 [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/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) 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) 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) 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 that 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 USC 1001.

## **M. ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor 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 USC 6201 *et seq.*).

## **N. FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result 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.

## II. PROVISION APPLICABLE TO PROFESSIONAL SERVICES CONTRACTS \$10,000 AND GREATER

### A. TERMINATION OF CONTRACT

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

### B. AFFIRMATIVE ACTION

**Minority Participation.** Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

**Female Participation.** Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

### C. 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 it 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.

**D. 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 part 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.

#### **E. PROHIBITION OF SEGREGATED FACILITIES**

(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 Employment 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 Employment Opportunity clause of this contract.

#### **F. PROCUREMENT OF RECOVERED MATERIALS**

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 products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) 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/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-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.

### **III. PROVISION APPLICABLE TO PROFESSIONAL SERVICES CONTRACTS \$25,000 AND GREATER**

#### **A. CERTIFICATIONS REGARDING DEBARMENT AND SUSPENSION**

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

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

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

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

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

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

**A. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**B. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or their

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

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

### **C. CLEAN AIR AND WATER POLLUTION CONTROL**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$150,000 the aforementioned criteria and requirements.

### **D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

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



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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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



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

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

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

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

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

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

**Required Documentation**

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility".

The required documentation for a type 3 waiver is:


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

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

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

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

February 8, 2023  
Date

  
Signature

Digitally signed by Harry D. Moore  
DN: C=US, E=HarryM@Mooretwining.com,  
O="Moore Twining Associates, Inc.",  
OU="President, Principle Engineer", CN=Harry D.  
Moore  
Date: 2023.02.08 16:08:46-08'00'

Moore Twining Associates, Inc.  
Company Name

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title