

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

THIS AGREEMENT is made and entered into effective the day of April, 2019, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Coffman Associates Inc., a Missouri Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Environmental services for Environmental Analysis and Documentation under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) for Projects at the Fresno Yosemite International Airport (FAT), hereinafter referred to as the "Project;" and

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

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

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

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

AGREEMENT

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

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

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through March 25, 2023, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Three Hundred and Twenty Four Thousand, Six Hundred and Thirty Seven Dollars (\$324,637). Such fee includes all expenses incurred by CONSULTANT in performance of the services.

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

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

4. Termination, Remedies, and Force Majeure.

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

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

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

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

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

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall

perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

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

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

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

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

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

(b) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms and Federal Assurances.

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

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer,

for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

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

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

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

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

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

other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

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

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

13. Independent Contractor.

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

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

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

or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

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

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

16. Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FRESNO,
a California municipal corporation

Coffman Associates,
a Missouri Corporation

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

By: Steven G. Benson
Name: Steven G. Benson

ATTEST:
YVONNE SPENCE, CMC
City Clerk

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

By: _____
Deputy

By: James M. Harris
Name: James M. Harris

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

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

By: _____
Richard L. Madrigal
Airports Projects Supervisor
Airports Department

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

REVIEWED BY:

Mark W. Davis, Airports Planning
Manager
Airports Department

CONSULTANT:
Coffman Associates
Attention: Judi Krauss, AICP,
Associate
4835 E. Cactus Road, Suite 235
Scottsdale, AZ 85254
Phone: 602-993-6999
FAX:

Addresses:
CITY:
City of Fresno
Attention: Richard L. Madrigal,
Airports Projects Supervisor
4995 E. Clinton Way
Fresno, CA 93727-1525
Phone: (559) 621-4528
FAX: (559) 251-4825

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 Coffman Associate (“CONSULTANT”)

Environmental Analysis and Documentation under (NEPA) and (CEQA) for Projects at the Fresno Yosemite International Airport

PROJECT TITLE

GENERAL PROJECT DESCRIPTION

The overall project to be completed under this Scope of Services is described primarily as the planning and environmental services necessary to fully evaluate applicable environmental impact categories and prepare appropriate environmental documentation pursuant to the requirements of: 1) Section 102(2)(c) of the *National Environmental Policy Act (NEPA) of 1969* (Public Law 91-190, 42 United States Code [USC] 4321 et. seq.) as outlined in 40 Code of Federal Regulations (CFR) 1500-1508; and 2) the *California Environmental Quality Act (CEQA)* (Public Resources Code 21000 - 21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387).

Under NEPA, the format and subject matter will conform to the requirements and standards set forth by the Federal Aviation Administration (FAA) as contained principally in Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Action* and appropriate items in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*. Based on guidance from the FAA, this Scope of Services assumes that Documented Categorical Exclusions (CatEx) are required for each of the projects identified below. The preparation of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS), should one prove necessary, is not included within this Scope of Services. The FAA will serve as the Lead Agency in the NEPA process through its San Francisco Airports District Office (ADO).

There are four separate improvement projects at Fresno Yosemite International Airport (FAT or airport) to be evaluated under NEPA in separate CatExes as follows:

- Construct a passenger terminal building expansion that includes approximately 70,000 square feet (sf) of new and remodeled building space;
- Reconfigure portions of the east terminal apron and related pavement and infrastructure modifications;
- Construct a 900-space, three-level parking garage; and
- Remove high-speed taxiway exits B3, B4, and B6 and replace with 90-degree taxiway connections.

For purposes of environmental analysis under CEQA, the first two projects listed above will be addressed in one environmental document (i.e., an Initial Study) to allow the evaluation of potential cumulative or connected impacts of the proposed terminal expansion and terminal apron projects. The third project (a parking garage) has been processed through CEQA under a Categorical Exemption as the project is replacing an existing land use (i.e., surface lot). The last project is an airside project (i.e., taxiway improvements) that is not related to the terminal/apron projects, either geographically or functionally, and will be evaluated under CEQA in a separate, stand-alone Initial Study. The City of Fresno (city) will serve as the Lead Agency in the CEQA process.

PROJECT TEAM

All necessary project coordination, impact evaluation, and report preparation under this Scope of Services will be conducted by Coffman Associates. Kimley-Horn and Associates, Inc. (KHA) will work as a subconsultant to Coffman Associates to provide information on the timing, construction, and design features of the projects at a level needed to inform the environmental analysis. These work efforts are not intended to replace formal engineering design, which would be accomplished later once the projects have complied with applicable environmental review and if the decision-makers decide to move forward with the projects. As a subconsultant to Coffman Associates, KHA will subcontract with CSHQA (architects) to provide the design support for the passenger terminal expansion project. Coffman Associates will contract with SWCA Environmental Consultants (SWCA) for the evaluation of potential cultural, historical, and biological resources.

DETAILED WORK SCOPES

Project No. 1 - Documented CatEx on Proposed Passenger Terminal Expansion

Task 1.1 - Engineering Support

This task will focus on identifying potential design challenges, addressing environmental concerns, and establishing/refining preliminary quantities, as follows:

Building Height Analysis. CSHQA will prepare building sections and exterior elevations to determine building heights, building massing, interior space volume, and structural/mechanical (plumbing and heating, ventilation, and air conditioning [HVAC])/electrical space requirements. The following items shall be considered:

- Plumbing, HVAC, electrical, baggage conveyor, passenger boarding bridge, and structural system options, concepts, and space requirements; and

- Natural light, views, and sustainable design concepts.

CSHQA will prepare a Sketchup three-dimensional (3-D) mass model of the existing terminal building and new terminal expansion areas, including the Federal Inspections Services (FIS) facility. The model will provide a detailed understanding of the 3-D massing, size, and scale of the building addition; it will not have exterior material and finish detail. This service shall also include a 3-D massing model of the new parking structure set on a Google Earth background site plan (Project No. 3).

Demolition, Construction Phasing, and Duration Analysis. CSHQA will prepare construction phasing diagrams to indicate sequencing of demolition and construction phasing to maintain pathways and operational requirements to keep the terminal functioning throughout construction. This will also:

- Identify durations for each phase;
- Support KHA with selection of foundation type for the terminal building and FIS expansion area (disturbance [footing type/depth]); and
- Identify construction material quantities and number of truck haul trips.

Exhibits. Preliminary design figures (using AutoCAD version 2018 or later) will be prepared for inclusion in the documentation, including at a minimum, the following:

- Construction staging area and haul routes;
- Horizontal geometric layout for proposed construction; and
- Project component labels and areas in square feet and square yards.

Design Memorandum. The information listed above will be incorporated into a design memorandum that will identify the design assumptions and discuss the items of design that will have environmental impacts to inform the evaluation questions of the CatEx.

Task 1.2 - Environmental Analysis

The purpose and need for the passenger terminal expansion will be established utilizing existing project information provided by the Sponsor and as documented in the Airport Master Plan or other sources. In addition, it will be necessary for KHA to provide detailed information regarding construction activities, as identified above in Task 1.1. Internet and resource database searches will then be conducted to analyze the potential for extraordinary circumstances related to the project and to provide a basis for the CatEx conclusions.

Fresno County is in nonattainment for two criteria pollutants under federal ambient air quality standards. This Scope of Services includes the calculation of construction emissions and/or vehicular operations using an approved air quality emissions model specific to California (such as the latest version of CalEEMod). However, the Proposed Action will not change aircraft operations at the airport. *Therefore, this Scope of Services assumes that quantitative air analysis or noise modeling efforts for long-term aircraft operations will not be necessary.*

Since the site is currently paved or developed with buildings or other structures, no biological resources survey work should be necessary, and none is included within this Scope of Services. However, the passenger terminal expansion would use an existing on-airport staging area. This staging area is proposed to be surveyed for biological resources as part of the survey effort for Project No. 4. Any results from this survey effort will also be used to inform potential impacts related to use of the staging area for the passenger terminal expansion. *The Scope of Services for the passenger terminal expansion project does not include any additional survey work or study for biological resources.*

Subtask 1.2.1 - Historical, Architectural, Archaeological, and Cultural Resources

Although most of the project study areas are paved, potential ground disturbance into native soil below the existing buildings and pavement could occur. In addition, as previously mentioned in connection with biological resources, an on-airport staging area would be used for the passenger terminal expansion project. Also, adjacent off-airport structures may be more than 45 years of age. (The last airport-wide historic inventory was conducted at the airport in 2006.) Therefore, in compliance with Section 106 of the *National Historic Preservation Act* (NHPA), the following specific tasks to be completed by SWCA, as a subconsultant to Coffman Associates, are included in this Scope of Services:

APE Map. SWCA will assist in the preparation of a project Area of Potential Effect (APE) map, which will delineate the project study area. This figure will depict all areas that are expected to be affected by the Proposed Action, including staging and construction access areas. It will be plotted on an aerial photograph at a scale of approximately 1" = 200' for survey and presentation purposes, as well as on the appropriate United States Geologic Survey (USGS) 7.5-minute quadrangle map for use in FAA consultation with the State Historic Preservation Office (SHPO). The purpose of the project APE is to ensure identification of significant cultural resources that may be listed in, determined eligible for, or appear to be eligible for listing in the National Register of Historic Places (NRHP) that may be affected, either directly or indirectly, by the proposed project.

Records Search and Literature Review. Compliance with federal and state cultural resources regulations requires that an affirmative search be undertaken to identify properties listed in, determined eligible, or eligible for listing in the NRHP that may be affected by future projects. SWCA will request a records search from the Southern San Joaquin Valley Information Center (SSJVIC) at California State University Bakersfield to determine if any cultural resources are within or adjacent to the project area. The SSJVIC is the regional office of the California Historical

Resources Information System (CHRIS); the primary purpose of the records search is to identify previously documented cultural resources and cultural resources studies within and near the project area.

The California Native American Heritage Commission (NAHC) will be contacted to request a review of their Sacred Lands File (SLF). The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. The NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. (NOTE: If deemed necessary, FAA will conduct consultation with individuals and organizations listed in the NAHC's response letter. Thus, the results of the SLF search will be provided to the FAA upon receipt of the NAHC's response.)

SWCA will also conduct a desktop analysis and cross reference local assessor parcel data to verify construction dates of built-environment resources on Clinton Avenue to aid in determining if there is a potential for indirect project effects on historic-period resources.

Archaeological Field Survey and Built-Environment Review. Upon completion of the CHRIS records search review, SWCA will conduct a Phase I intensive pedestrian survey of accessible portions of the APE, such as the staging area; however, most of the project area is already paved. The field visit will be conducted to confirm prior findings and to support the generation of a technical report suitable for FAA's consultation responsibilities under Section 106 of the NHPA. *For the purposes of this proposal and cost estimate, no recordation of archaeological resources is included. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. No built environment surveys are included in this Scope of Services nor are they anticipated to be required for the project. These can be provided, if warranted, through a budget augment.*

Cultural Resources Technical Memorandum. A stand-alone cultural/historic resources technical memorandum will be prepared that summarizes the results of the cultural resources study and built-environment review, as well as provides management recommendations for resources within or near the project area. The memorandum can be submitted to SHPO by FAA (as applicable) and will include descriptions and figures depicting the indirect and direct APE and historic properties (if any) listed in or eligible for the NRHP within the direct and indirect APE. The memorandum will provide impact evaluations in accordance with 36 CFR 800, with proposed determinations of "No Effect," "Not Likely to Adversely Affect," or "Adversely Affect" for identified historic properties (if any). Management recommendations will include appropriate resource specific measures to avoid, minimize, and mitigate adverse effects, as applicable. The technical memorandum will be produced in a manner to support NEPA (and CEQA - see Project No. 5) and can also be used to inform the Documented CatEx questions for Project Nos. 2 and 3. This Scope of Services assumes that two rounds of review of the resultant documentation could be necessary.

Subtask 1.2.2 - Traffic Level of Service Analysis

KHA will complete a traffic analysis to determine the existing level of service (LOS) for the airport and a preliminary investigation to provide an anticipated LOS for the airport upon the completion of the passenger terminal expansion and parking structure (Project No. 3). This subtask includes:

- 24-hour bidirectional tube counts at up to six (6) locations;
- 6-hour turning movement counts at up to three (3) intersections; and
- An updated traffic model for peak hour intersection and roadway level of service.

The information listed above will be incorporated into a design memorandum that will identify the design assumptions and discuss the items of design that will have traffic-related impacts to inform the evaluation questions of the CatEx.

Task 1.3 - Documentation

One Documented CatEx will be prepared using FAA's *Standard Operating Procedure (SOP) CATEX Determinations*, ARP SOP 5.1, paragraph 7.2. Exhibits will also be used to describe the proposed passenger terminal expansion project. The Documented CatEx and all supporting information will first be provided to the Sponsor for review and comment. Once these comments have been incorporated into the final report, a PDF of the Documented CatEx with supporting documentation will be prepared for email transmittal to FAA on behalf of the Sponsor. The Documented CatEx will be used by FAA to make its determination regarding categorically excluding the project from further NEPA analysis.

This Scope of Services assumes one round of revisions to the Documented CatEx based on comments from the Sponsor and one round of revisions based on comments from FAA.

Task 1.4 - Project Coordination and Meetings

This Scope of Services includes the following project coordination and meetings:

- Coffman Associates and KHA will attend one (1) project kickoff meeting to discuss all projects concurrently and one (1) additional meeting at the airport's discretion. All in-person meetings will be conducted at the Airport Administrative Office. The costs for the meetings (labor and travel expenses) will be divided equally between Project Nos. 1 through 4.

This Scope of Services also includes teleconferences between members of the project team, the Sponsor, and FAA, if needed. Coffman Associates will facilitate all teleconferences, as directed by

the Sponsor. KHA will participate in a total of up to three (3) teleconferences (inclusive of all projects).

Task 1.5 - Supplemental Environmental Support

Due to the fluid nature of environmental analysis and its regulatory implementation, this Scope of Service includes additional budget (approximately 10 percent of overall estimated project costs) to address items such as additional environmental resource analyses, FAA requests, or interaction with the public or other agencies. Use of these supplemental funds is subject to written approval by the City of Fresno prior to commencement of the additional tasks.

Project No. 2 - Documented CatEx on Proposed East Terminal Apron Reconfiguration

Task 2.1 - Engineering Support

Design Support. KHA will provide design support for the project, focusing on the identification of potential design challenges, addressing environmental concerns, and establishing/refining quantities related to the following east terminal apron reconfiguration project elements:

- Apron pavement;
 - geometric layout
 - structural sections based on past projects
- Project limits of disturbance;
- Storm drain improvements, depth of disturbance only;
- Electrical improvements, depth of disturbance only;
- Borrow/stockpile areas, staging areas, and haul routes; and
- Estimates of construction activity and duration.

Exhibits. Preliminary design figures (using AutoCAD version 2018 or later) will be prepared for inclusion in the documentation, including at a minimum, the following:

- Construction staging area and haul routes;
- Horizontal geometric layout for proposed construction; and
- Project component labels and areas in square feet and square yards.

Design Memorandum. The information listed above will be incorporated into a design memorandum that will identify the design assumptions and discuss the items of design that will have environmental impacts to inform the evaluation questions of the CatEx.

Task 2.2 - Environmental Analysis

The purpose and need for the project will be established utilizing existing project information provided by the Sponsor and as documented in the Airport Master Plan or other sources. In addition, it will be necessary for KHA to provide detailed information regarding construction activities, as identified above in Task 2.1. Internet and resource database searches will then be conducted to analyze the potential for extraordinary circumstances related to the project and to provide a basis for the CatEx conclusions.

Fresno County is in nonattainment for two criteria pollutants under federal ambient air quality standards. This Scope of Services includes the calculation of construction emissions and/or vehicular operations using an approved air quality emissions model specific to California (such as the latest version of CalEEMod). However, the Proposed Action will not change aircraft operations at the airport. *Therefore, this Scope of Services assumes that quantitative air analysis or noise modeling efforts for long-term aircraft operations will not be necessary.*

Since the site is currently paved or developed with buildings or other structures, no biological resources survey work should be necessary. However, the east terminal apron reconfiguration would use an existing on-airport staging area. This staging area is proposed to be surveyed for biological resources as part of the survey effort for Project No. 4. Any results from this survey effort will also be used to inform potential impacts related to use of the staging area for the east terminal apron reconfiguration. *The Scope of Services for the east terminal apron reconfiguration project does not include any additional survey work or study for biological resources.*

It is assumed that since the project study areas are paved and the project site will remain in use as a terminal apron with no change in land use after the project is completed, no cultural resources survey work will be necessary. If native soils will be disturbed, an APE map, which will delineate the project study area will be created, including an indirect APE, if deemed needed. This figure will depict all areas that are expected to be affected by the Proposed Action, including staging and construction access areas. It will be plotted on an aerial photograph at a scale of approximately 1" = 200'.

For purposes of FAA consultation with SHPO, if needed, this Scope of Services assumes that the following backup documentation sources could be used to inform the discussion: 1) an existing 2006 airport-wide cultural survey report; and 2) the record search and survey results received during Task 1.2 above. The cultural/historic resources technical memorandum prepared under Task 1.2.1 under Project No. 1 will be used by SWCA to assess the potential for indirect impacts due to the Proposed Action. An impact evaluation of the Sponsor's Preferred Alternative in accordance with 36 CFR 800, with proposed determinations of "No Effect," "Not Likely to Adversely

Affect,” or “Adversely Affect” historic properties, will be prepared as described. Coffman Associates will assist FAA, as necessary, with coordination with the SHPO to confirm the extent of impacts, if any. No tribal consultation is included in this Scope of Services since FAA undertakes Native American consultation itself. *The Scope of Services for the east terminal apron reconfiguration project does not include any additional survey work or study for cultural resources.*

Task 2.3 - Documentation

One Documented CatEx will be prepared using FAA’s ARP SOP 5.1, paragraph 7.2. Exhibits will also be used to describe the proposed east terminal apron reconfiguration project. The Documented CatEx and all supporting information will first be provided to the Sponsor for review and comment. Once these comments have been incorporated into the final report, a PDF of the Documented CatEx with supporting documentation will be prepared for email transmittal to FAA on behalf of the Sponsor. The Documented CatEx will be used by FAA to make its determination regarding categorically excluding the project from further NEPA analysis.

This Scope of Services assumes one round of revisions to the Documented CatEx based on comments from the Sponsor and one round of revisions based on comments from FAA.

Task 2.4 - Project Coordination and Meetings

This Scope of Services includes the following project coordination and meetings:

- Coffman Associates and KHA will attend one (1) project kickoff meeting to discuss all projects concurrently and one (1) additional meeting at the airport’s discretion. All in-person meetings will be conducted at the Airport Administrative Office. The costs for the meetings (labor and travel expenses) will be divided equally between Project Nos. 1 through 4.

This Scope of Services also includes teleconferences between members of the project team, the Sponsor, and FAA, if needed. Coffman Associates will facilitate all teleconferences, as directed by the Sponsor. KHA will participate in a total of up to three (3) teleconferences (inclusive of all projects).

Task 2.5 - Supplemental Environmental Support

Due to the fluid nature of environmental analysis and its regulatory implementation, this Scope of Service includes additional budget (approximately 10 percent of overall estimated project costs) to address items such as additional environmental resource analyses, FAA requests, or interaction with the public or other agencies. Use of these supplemental funds is subject to written approval by the City of Fresno prior to commencement of the additional tasks.

Project No. 3 - Documented CatEx on Proposed Three-Story Parking Garage

Task 3.1 - Engineering Support

Design Support. KHA will subconsult the CatEx design support for the parking structure project (see Task 1.1), which will focus on identifying potential design challenges, addressing environmental concerns, and establishing/refining preliminary quantities related to the following project elements:

- Preliminary layout of a parking garage;
- Project limits of construction;
- Borrow/stockpile areas, staging areas, and haul routes;
- Storm drain improvements, depth of disturbance only;
- Electrical improvements, depth of disturbance only;
- Utility improvements, depth of disturbance only; and
- Estimates of construction activity and duration.

It is assumed for this Scope of Services that parking garage design would be of cast-in-place, post-tensioned construction, that the parking garage location would be as indicated in the Airport Master Plan for the first phase of construction, and that the parking garage functional design would utilize existing entry and exit locations to/from parking from the airport roadway system as the ingress/egress locations for the parking garage.

Exhibits. Preliminary design figures (using AutoCAD version 2018 or later) will be prepared for inclusion in the documentation, including at a minimum, the following:

- Construction staging area and haul routes;
- Horizontal geometric layout for proposed construction; and
- Project component labels and areas in square feet and square yards.

Design Memorandum. The information listed above will be incorporated into a design memorandum that will identify the design assumptions and discuss the items of design that will have environmental impacts to inform the evaluation questions of the CatEx.

Task 3.2 - Environmental Analysis

The purpose and need for the project will be established utilizing existing project information provided by the Sponsor and as documented in the Airport Master Plan or other sources. In addition, it will be necessary for KHA to provide detailed information regarding construction activities, as identified above in Task 3.1. Internet and resource database searches will then be conducted to analyze the potential for extraordinary circumstances related to the project and to provide a basis for the CatEx conclusions.

Fresno County is in nonattainment for two criteria pollutants under federal ambient air quality standards. This Scope of Services includes the calculation of construction emissions and/or vehicular operations using an approved air quality emissions model specific to California (such as the latest version of CalEEMod). However, the Proposed Action will not change aircraft operations at the airport. *Therefore, this Scope of Services assumes that quantitative air analysis or noise modeling efforts for long-term aircraft operations will not be necessary.*

Since the site is currently paved or developed with buildings or other structures, no biological resources survey work should be necessary. However, the parking garage project would use an existing on-airport staging area. This staging area is proposed to be surveyed for biological resources as part of the survey effort for Project No. 4. Any results from this survey effort will also be used to inform potential impacts related to use of the staging area for the parking garage. *The Scope of Services for the parking garage project does not include any additional survey work or study for biological resources.*

It is assumed that since the project study areas are paved and the project site will remain in use for airport parking with no change in land use after the project is completed, no cultural resources survey work will be necessary. If native soils will be disturbed, an APE map, which will delineate the project study area will be created, including an indirect APE, if deemed needed. This figure will depict all areas that are expected to be affected by the Proposed Action, including staging and construction access areas. It will be plotted on an aerial photograph at a scale of approximately 1" = 200'.

For purposes of FAA consultation with SHPO, if needed, this Scope of Services assumes that the following backup documentation sources could be used to inform the discussion: 1) an existing 2006 airport-wide cultural survey report; and 2) the record search and survey results received during Task 1.2 above. The cultural/historic resources technical memorandum prepared under Task 1.2.1 under Project No. 1 will be used by SWCA to assess the potential for indirect impacts due to the Proposed Action. An impact evaluation of the Sponsor's Preferred Alternative in accordance with 36 CFR 800, with proposed determinations of "No Effect," "Not Likely to Adversely Affect," or "Adversely Affect" historic properties, will be prepared as described. Coffman Associates will assist FAA, as necessary, with coordination with the SHPO to confirm the extent of impacts, if any. No tribal consultation is included in this Scope of Services since FAA undertakes Native American consultation itself. *The Scope of Services for the parking garage project does not include any*

additional survey work or study for cultural resources.

Subtask 3.2.1 - Traffic Level of Service Analysis. The traffic analysis completed in Subtask 1.2.2 will also be used to inform the CatEx for this parking structure project; costs for the analysis will be divided equally between the two projects. As discussed previously, KHA will complete a traffic analysis to determine the existing LOS for the airport and a preliminary investigation to provide an anticipated LOS for the airport, upon the completion of the terminal expansion and parking structure. *The Scope of Services for the parking garage project does not include any additional survey work or study for traffic impacts.*

Task 3.3 - Documentation

One Documented CatEx will be prepared using FAA's ARP SOP 5.1, paragraph 7.2. Exhibits will also be used to describe the proposed parking garage project. The Documented CatEx and all supporting information will first be provided to the Sponsor for review and comment. Once these comments have been incorporated into the final report, a PDF of the Documented CatEx with supporting documentation will be prepared for email transmittal to FAA on behalf of the Sponsor. The Documented CatEx will be used by FAA to make its determination regarding categorically excluding the project from further NEPA analysis.

This Scope of Services assumes one round of revisions to the Documented CatEx based on comments from the Sponsor and one round of revisions based on comments from FAA.

Task 3.4 - Glint and Glare Study

FAA requires that a glint and glare study be conducted for any use of solar or other reflective material at an airport. If appropriate due to the installation of solar panels on the proposed parking structure, this Scope of Services includes a glint and glare study per the FAA's most current and applicable methodology and reporting procedures.

Using the United States (U.S.) Department of Energy Solar Glare Hazard Analysis Tool (SGHAT), a glare analysis will be prepared to determine when and where glare will occur and potential effects on the human eye at locations where glare occurs. This analysis assumes comparison between one photovoltaic array and up to nine observation points/paths which may include the following: airport traffic control tower; and arrival and departure flight paths to Runways 11L, 29R, 11R, and 29L.

This Scope of Services assumes that if the Sponsor cannot provide the following information: location and dimensions of the array and orientation, tilt, and reflectance of the panels, default industry standard assumptions will be used. This Scope of Services assumes one round of revisions to the glare analysis based on comments from the Sponsor and one round of revisions based on comments from FAA. The glint and glare analysis will be provided as a technical memorandum with exhibits included as necessary.

Task 3.5 - Project Coordination and Meetings

This Scope of Services includes the following project coordination and meetings:

- Coffman Associates and KHA will attend one (1) project kickoff meeting to discuss all projects concurrently and one (1) additional meeting at the airport's discretion. All in-person meetings will be conducted at the Airport Administrative Office. The costs for the meetings (labor and travel expenses) will be divided equally between Project Nos. 1 through 4.

This Scope of Services also includes teleconferences between members of the project team, the Sponsor, and FAA, if needed. Coffman Associates will facilitate all teleconferences, as directed by the Sponsor. KHA will participate in a total of up to three (3) teleconferences (inclusive of all projects).

Task 3.6 - Supplemental Environmental Support

Due to the fluid nature of environmental analysis and its regulatory implementation, this Scope of Service includes additional budget (approximately 10 percent of overall estimated project costs) to address items such as additional environmental resource analyses, FAA requests, or interaction with the public or other agencies. Use of these supplemental funds is subject to written approval by the City of Fresno prior to commencement of the additional tasks.

Project No. 4 - Documented CatEx on Proposed High-speed Taxiway Exit Removal and Replacement with 90-degree Taxiway Connections

Task 4.1 - Engineering Support

Design Support. KHA will provide design support for the project, focusing on the identification of potential design challenges, addressing environmental concerns, and establishing/refining quantities related to the following project elements:

- Taxiway pavement;
 - geometric layout
 - structural sections based on past projects
- Project limits of disturbance;
- Storm drain improvements, depth of disturbance only;
- Electrical improvements, depth of disturbance only;

- Borrow/stockpile areas, staging areas, and haul routes; and
- Estimates of construction activity and duration.

Exhibits. Preliminary design figures (using AutoCAD version 2018 or later) will be prepared for inclusion in the documentation, including at a minimum, the following:

- Construction staging area and haul routes;
- Horizontal geometric layout for proposed construction; and
- Project component labels and areas in square feet and square yards.

Design Memorandum. The information listed above will be incorporated into a design memorandum that will identify the design assumptions and discuss the items of design that will have environmental impacts to inform the evaluation questions of the CatEx.

Task 4.2 - Environmental Analysis

The purpose and need for the project will be established utilizing existing project information provided by the Sponsor and as documented in the Airport Master Plan or other sources. In addition, it will be necessary for KHA to provide detailed information regarding construction activities, as identified above in Task 4.1. Internet and resource database searches will then be conducted to analyze the potential for extraordinary circumstances related to the project and to provide a basis for the CatEx conclusions.

Fresno County is in nonattainment for two criteria pollutants under federal ambient air quality standards. This Scope of Services includes the calculation of construction emissions and/or vehicular operations using an approved air quality emissions model specific to California (such as the latest version of CalEEMod). However, the Proposed Action will not change aircraft operations at the airport. *Therefore, this Scope of Services assumes that quantitative air analysis or noise modeling efforts for long-term aircraft operations will not be necessary.*

To our knowledge, the project area has not been recently surveyed for biological or cultural resources. Therefore, Coffman Associates will subcontract with SWCA to perform the necessary research, field work, and reporting, as identified below, to evaluate the potential for extraordinary circumstances related to biological and cultural resources per Section 5-2 of FAA Order 1050.1F.

Task 4.2.1 - Biological Resources

Literature Review. SWCA will conduct background research and literature reviews of existing biological documents from the area, queries of the California Natural Diversity Database (CNDDDB),

United States Fish and Wildlife Service (USFWS) Critical Habitat Mapper and Information for Planning and Consultation (IPaC) databases, and species lists from USFWS and the California Native Plant Society (CNPS). These records will be compiled into species lists and maps for use during field surveys and project evaluations.

Biological Field Surveys. SWCA's biologists will conduct biological surveys in the proposed work areas to support the Biological Resources Survey Report (BRSR) (see below). In order to capture the appropriate blooming period for special-status annual plant species, SWCA anticipates the survey efforts to be conducted in March and May. The biologists will record the existing conditions in the Biological Study Area (BSA), which is assumed to be a 140-acre area located in the infields between Taxiways B2 and B10 and the proposed staging area located east of the terminal. Surveys will be floristic (documenting all plant species observed) and will focus on developing habitat assessments for special-status wildlife species. SWCA biologists will capture photos and Global Positioning System (GPS) data points of sensitive biological resources observed for incorporation into project maps and technical reports. California tiger salamander has been documented near the airport; however, based on aerial imagery it is assumed that protocol-level surveys for California tiger salamander will not be necessary.

In addition to the botanical surveys and reconnaissance wildlife surveys, SWCA will conduct focused burrowing owl surveys on the days of the botanical survey efforts. The burrowing owl surveys will be conducted in the morning and evening of each survey day and will cover all suitable habitat within 500 feet of the proposed work and staging areas. The survey efforts will focus on completing Phases 1 and 2 of the Burrowing Owl Survey Protocol and Mitigation Guidelines (California Burrowing Owl Consortium 1993). Since the surveys will be conducted in the early half of the burrowing owl breeding season, they would also be applicable to Phase 3 of the protocol. However, Phase 3 of the protocol requires four site visits during the species' breeding season. Since past burrowing owl surveys on the airport had negative results (no burrowing owls observed) and the project area is heavily disturbed, SWCA is assuming that the two focused surveys will suffice for the analysis. The burrowing owl survey results will be documented in the BRSR (see below).

Biological Resources Survey Report. Following completion of the survey efforts, SWCA will prepare a BRSR detailing the results of the background research and field surveys. The BRSR will evaluate the project for potential impacts to all federal and state special-status species and would meet both NEPA and CEQA guidelines. The BRSR will include: 1) an introduction describing the site location and environmental setting; 2) a description of the methods and results of the background searches and field surveys; 3) a discussion of the regulatory setting relating to protected natural resources; 4) a discussion of the potential impacts on biological resources that could result from the proposed project elements; and 5) recommendations for avoidance, minimization, or mitigation measures that should be considered. The BRSR will include relevant maps depicting the locations of special-status species, communities, or other resources that occur within the BSA.

For this Scope of Services, and based on preliminary research, it is assumed that a Biological Assessment (BA) for FAA consultation with the USFWS will not be necessary. If the FAA requests a BA for the project, a BA can be provided under a budget augment.

Task 4.2.2 - Cultural Resources

APE Map. SWCA will assist in the preparation of a project APE map, which will delineate the project study area. This figure will depict all areas that are expected to be affected by the Proposed Action, including staging and construction access areas. It will be plotted on an aerial photograph at an approximate scale of 1" = 200' for survey and presentation purposes, as well as on the appropriate USGS 7.5-minute quadrangle map for use in FAA consultation with the SHPO. The purpose of the project APE is to ensure identification of significant cultural resources that may be listed in, determined eligible for, or appear to be eligible for listing in the NRHP that may be affected, either directly or indirectly, by the proposed project.

Records Search and Literature Review. Compliance with federal and state cultural resources regulations requires that an affirmative search be undertaken to identify properties listed in, determined eligible, or eligible for listing in the NRHP that may be affected by future projects. SWCA will request a records search from the SSVIC at California State University Bakersfield to determine if any cultural resources are within or adjacent to the project area. The primary purpose of the records search is to identify previously documented cultural resources and cultural resources studies within and near the project area.

The California NAHC will be contacted to request a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. The NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. (NOTE: If deemed necessary, FAA will conduct consultation with individuals and organizations listed in the NAHC's response letter. Thus, the results of the search will be provided to the FAA upon receipt of the NAHC's response.)

Archaeological Field Survey. Upon completion of the CHRIS records search, SWCA will conduct a Phase I intensive pedestrian survey of the accessible portions of the APE. An SWCA archaeologist will conduct the survey utilizing pedestrian transects spaced at maximum intervals of 10-15 meters, covering all portions of the project area. For the purposes of this proposal and cost estimate, SWCA is not including the recordation of any cultural resources. If any cultural resources are identified during the pedestrian survey, a budget augment will be requested to officially document the resource(s). No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Cultural Resources Technical Memorandum. A stand-alone cultural/historic resources technical memorandum will be prepared that summarizes the results of the cultural resources study and built-environment review, as well as provides management recommendations for resources within or near the project area. The memorandum can be submitted to SHPO by FAA (as applicable) and

will include descriptions and figures depicting the indirect and direct APEs and historic properties (if any) listed in or eligible for the NRHP within the direct and indirect APEs. The memorandum will provide impact evaluations in accordance with 36 CFR 800, with proposed determinations of “No Effect,” “Not Likely to Adversely Affect,” or “Adversely Affect” for identified historic properties (if any). Management recommendations will include appropriate resource specific measures to avoid, minimize, and mitigate adverse effects, as applicable. The technical memorandum will be produced in a manner to support NEPA (and CEQA - see Project No. 6). This Scope of Services assumes that two rounds of review of the resultant documentation could be necessary.

Task 4.3 - Documentation

One Documented CatEx will be prepared using FAA’s ARP SOP 5.1, paragraph 7.2. Exhibits will also be used to describe the proposed high-speed taxiway exit removal and replacement project. The Documented CatEx and all supporting information will first be provided to the Sponsor for review and comment. Once these comments have been incorporated into the final report, a PDF of the Documented CatEx with supporting documentation will be prepared for email transmittal to FAA on behalf of the Sponsor. The Documented CatEx will be used by FAA to make its determination regarding categorically excluding the project from further NEPA analysis.

This Scope of Services assumes one round of revisions to the Documented CatEx based on comments from the Sponsor and one round of revisions based on comments from FAA.

Task 4.4 - Project Coordination and Meetings

This Scope of Services includes the following project coordination and meetings:

- Coffman Associates and KHA will attend one (1) project kickoff meeting to discuss all projects concurrently and one (1) additional meeting at the airport’s discretion. All in-person meetings will be conducted at the Airport Administrative Office. The costs for the meetings (labor and travel expenses) will be divided equally between Project Nos. 1 through 4.

This Scope of Services also includes teleconferences between members of the project team, the Sponsor, and FAA, if needed. Coffman Associates will facilitate all teleconferences, as directed by the Sponsor. KHA will participate in a total of up to three (3) teleconferences (inclusive of all projects).

Task 4.5 - Supplemental Environmental Support

Due to the fluid nature of environmental analysis and its regulatory implementation, this Scope of Service includes additional budget (approximately 10 percent of overall estimated project costs) to address items such as additional environmental resource analyses, FAA requests, or interaction

with the public or other agencies. Use of these supplemental funds is subject to written approval by the City of Fresno prior to commencement of the additional tasks.

Project No. 5 - CEQA Initial Study on Proposed Passenger Terminal Expansion and East Terminal Apron Reconfiguration

Task 5.1 - Prepare Initial Study

An Initial Study will be prepared using a format similar to Appendix G of the CEQA Guidelines or a city-adopted methodology, if available. This document will be the basis for the City Council, as Lead Agency under CEQA, to determine if the project qualifies for a Negative Declaration or a Mitigated Negative Declaration, or whether the preparation of an Environmental Impact Report (EIR) is warranted. The Initial Study will utilize the project information provided by KHA, as well as the existing condition research and impact evaluation information generated for Project Nos. 1, 2, and 3 of this Scope of Services. Additional research and analysis will be required, however, for those categories and questions within the Initial Study checklist that are not required to be addressed within a Documented CatEx under NEPA. These categories include: forestry resources; geology/soils; hazards; mineral resources; public services (other than solid waste disposal); recreation; tribal cultural resources; utilities/service systems; and wildfire. Thresholds of significance will be determined for all CEQA checklist categories based on adopted state, regional, or local criteria, as applicable. The 2018 amendments and additions to the state CEQA Guidelines were approved by the state Office of Administrative Law in December and will be adhered to for this work effort.

Task 5.2 - Assist in Assembly Bill (AB) 52-mandated Tribal Consultation

Under this task, Coffman Associates will provide the Sponsor with draft tribal coordination letters that can be used to reach out to tribes that have requested notification under Assembly Bill (AB) 52 or that might have input into the environmental review process. AB 52 amended CEQA to create a separate impact evaluation category, known as “tribal cultural resources” (Public Resources Code §21074). The tribal coordination letters will serve to solicit information from tribes to help in the evaluation of tribal cultural resources as well as meet the Sponsor’s responsibilities under AB 52.

Task 5.3 - Documentation

An administrative draft of the Initial Study will be prepared for Sponsor review and comment. Once these comments are received and incorporated into the document, the final Initial Study will be prepared. Based on the Initial Study, the appropriate form of CEQA documentation for the project will be determined. If a Negative Declaration or a Mitigated Negative Declaration is selected, Coffman will assist the Sponsor in preparing a Notice of Intent to Adopt a Negative or Mitigated Negative Declaration. At this point the Negative Declaration and any supporting

documentation, such as an Initial Study, must be released for public review. This Scope of Services includes the printing of up to ten (10) copies.

If it is determined that the proposed project has regional or statewide effects and the State Clearinghouse is used for distribution purposes, an additional fifteen (15) copies would be provided. In this case, the Consultant will also prepare a Notice of Completion and Environmental Document Transmittal for Sponsor use and signature.

If it is determined that a Mitigated Negative Declaration or Negative Declaration is not the appropriate CEQA documentation, an EIR would be necessary. The preparation of an EIR, should it prove necessary, would require an amendment to this Scope of Services.

Task 5.4 - Public Review, Responses to Substantive Comments, and Notice of Determination

Following a 20- to 30-day public review and comment period, all comments received on the Negative Declaration/Initial Study will be compiled for staff review and responses drafted for substantive comments for inclusion in the staff report, as necessary.

CEQA-required notices will be prepared for Sponsor review and action. These include newspaper notices for CEQA adoption/certification meetings, if needed, as well as a Notice of Determination. The Sponsor will be responsible for the placement of all newspaper notices, the filing of all legal notices with the County Clerk, and for payment of any filing fees.

NOTE: This Scope of Services assumes that preparation of a staff report, draft resolutions, or CEQA findings will be prepared by city staff and/or legal counsel. However, the Consultant will provide technical input related to the CEQA process for inclusion in the staff report and related documents, if requested.

Task 5.5 - Attendance at CEQA Adoption/Certification Meeting

If requested by the Sponsor, up to two (2) Coffman team members will attend the CEQA adoption/certification meeting to provide airport staff with support in answering questions from the decision-making body. A Power Point presentation or other type of formal presentation on the project and the findings of the CEQA review will be prepared and presented by the Consultant, if requested.

Task 5.6 - Supplemental Environmental Support

Due to the fluid nature of environmental analysis and its regulatory implementation, this Scope of Service includes additional budget (approximately 10 percent of overall estimated project costs) to address items such as additional environmental resource analyses, FAA requests, or interaction with the public or other agencies. Use of these supplemental funds is subject to written approval by the City of Fresno prior to commencement of the additional tasks.

Project No. 6 - CEQA Initial Study on Proposed High-speed Taxiway Exit Removal and Replacement with 90-degree Taxiway Connections

Task 6.1 - Prepare Initial Study

An Initial Study will be prepared using a format similar to Appendix G of the CEQA Guidelines or a city-adopted methodology, if available. This document will be the basis for the City Council, as Lead Agency under CEQA, to determine if the project qualifies for a Negative Declaration or a Mitigated Negative Declaration, or whether the preparation of an EIR is warranted. The Initial Study will utilize the project information provided by KHA, as well as the existing condition research and impact evaluation information generated for Project No. 4 of this Scope of Services. Additional research and analysis will be required, however, for those categories and questions within the Initial Study checklist that are not required to be addressed within a Documented CatEx under NEPA. These categories include: forestry resources; geology/soils; hazards; mineral resources; public services (other than solid waste disposal); recreation; tribal cultural resources; utilities/service systems; and wildfire. Thresholds of significance will be determined for all CEQA checklist categories based on adopted state, regional, or local criteria, as applicable. The 2018 amendments and additions to the state CEQA Guidelines were approved by the state Office of Administrative Law in December and will be adhered to for this work effort.

Task 6.2 - Assist in Assembly Bill (AB) 52-mandated Tribal Consultation

Under this task, Coffman Associates will provide the Sponsor with draft tribal coordination letters that can be used to reach out to tribes that have requested notification under AB 52 or that might have input into the environmental review process. AB 52 amended CEQA to create a separate impact evaluation category, known as “tribal cultural resources” (Public Resources Code §21074). The tribal coordination letters will serve to solicit information from tribes to help in the evaluation of tribal cultural resources as well as meet the Sponsor’s responsibilities under AB 52.

Task 6.3 - Documentation

An administrative draft of the Initial Study will be prepared for Sponsor review and comment. Once these comments are received and incorporated into the document, the final Initial Study will be prepared. Based on the Initial Study, the appropriate form of CEQA documentation for the project will be determined. If a Negative Declaration or a Mitigated Negative Declaration is selected, Coffman will assist the Sponsor in preparing a Notice of Intent to Adopt a Negative or Mitigated Negative Declaration. At this point the Negative Declaration and any supporting documentation, such as an Initial Study, must be released for public review. This Scope of Services includes the printing of up to ten (10) copies.

If it is determined that the proposed project has regional or statewide effects and the State Clearinghouse is used for distribution purposes, an additional fifteen (15) copies would be provided. In this case, the Consultant will also prepare a Notice of Completion and Environmental Document Transmittal for Sponsor use and signature.

If it is determined that a Mitigated Negative Declaration or Negative Declaration is not the appropriate CEQA documentation, an EIR would be necessary. The preparation of an EIR, should it prove necessary, would require an amendment to this Scope of Services.

Task 6.4 - Public Review, Responses to Substantive Comments, and Notice of Determination

Following a 20- to 30-day public review and comment period, all comments received on the Negative Declaration/Initial Study will be compiled for staff review and responses drafted for substantive comments for inclusion in the staff report, as necessary.

CEQA-required notices will be prepared for Sponsor review and action. These include newspaper notices for CEQA adoption/certification meetings, if needed, as well as a Notice of Determination. The Sponsor will be responsible for the placement of all newspaper notices, the filing of all legal notices with the County Clerk, and for payment of any filing fees.

NOTE: This Scope of Services assumes that preparation of a staff report, draft resolutions, or CEQA findings will be prepared by city staff and/or legal counsel. However, the Consultant will provide technical input related to the CEQA process for inclusion in the staff report and related documents, if requested.

Task 6.5 - Attendance at CEQA Adoption/Certification Meeting

If requested by the Sponsor, up to two (2) Coffman team members will attend the CEQA adoption/certification meeting to provide airport staff with support in answering questions from the decision-making body. A Power Point presentation or other type of formal presentation on the project and the findings of the CEQA review will be prepared and presented by the Consultant, if requested.

Task 6.6 - Supplemental Environmental Support

Due to the fluid nature of environmental analysis and its regulatory implementation, this Scope of Service includes additional budget (approximately 10 percent of overall estimated project costs) to address items such as additional environmental resource analyses, FAA requests, or interaction with the public or other agencies. Use of these supplemental funds is subject to written approval by the City of Fresno prior to commencement of the additional tasks.

SCOPE ASSUMPTIONS

Biology and Cultural Resources

- Two biological surveys (seasonal) will be conducted; the field survey area will not exceed 175 acres and will be entirely on the FAT airfield and the proposed staging area.
- One cultural resources survey will be conducted (i.e., the cultural resources field survey for proposed high-speed taxiway exit removal and replacement project will be conducted concurrently with the field survey for the proposed passenger terminal and parking structure projects).
- SWCA will request one (1) records search from the SSJVIC at California State University Bakersfield to cover all proposed projects.
- Protocol surveys for California tiger salamander or branchiopod species are not included or considered necessary.
- Recordation of cultural resources will not be necessary, and a built environment study is not needed for the project.

Engineering Design Support

- The following design services are not included in this Scope of Services as they are beyond what is necessary to inform the environmental analysis at a Documented CatEx (NEPA) or Initial Study (CEQA) level:
 - Pavement design;
 - Drainage analysis;
 - Geotechnical investigation;
 - Survey;
 - Utility location services; and
 - Opinion of Probable Construction Cost (OPCC)

Project Coordination and Meetings

- Coffman Associates and KHA will attend one (1) project kickoff meeting to discuss all projects concurrently and one (1) additional meeting at the airport's discretion. All in-person meetings will be conducted at the Airport Administrative Office.
- KHA will participate in up to three (3) conference calls for communication and responses to comments.

- Attendance by up to two (2) members of Coffman Associates is included for CEQA certification/adoption meetings with the City Council. One (1) meeting for each CEQA document has been budgeted.

Exhibit B-1
 Fresno Yosemite International Airport
 ENVIRONMENTAL ANALYSIS AND DOCUMENTATION
 Cost Summary
 Prepared: April 4, 2019

		Cofman Associates Hours				TOTAL LABOR	EXPENSES	Subconsultants		TASK/ ELEMENT TOTAL
		Principal \$305	Sr. Professional \$270	Professional \$199	Technical \$131			KHA	SWCA	
Project No. 1 - Documented CatEx on Proposed Passenger Terminal Expansion										
Task 1.1	Engineering Support	0	0	0	0	\$0	\$0	\$28,250	\$0	\$28,250
Task 1.2	Environmental Analysis	0	8	24	8	\$7,984	\$0	\$0	\$0	\$7,984
Subtask 1.2.1	Historical, Architectural, Archaeological, & Cultural Resources	0	0	0	0	\$0	\$0	\$0	\$6,920	\$6,920
Subtask 1.2.2	Traffic Level of Service Analysis*	0	0	0	0	\$0	\$0	\$12,500	\$0	\$12,500
Task 1.3	Documentation	0	0	8	4	\$2,116	\$0	\$0	\$0	\$2,116
Task 1.4	Project Coordination & Meetings**	8	4	8	0	\$5,112	\$400	\$0	\$0	\$5,512
Task 1.5	Supplemental Environmental Support	4	8	8	2	\$5,234	\$0	\$0	\$0	\$5,234
Project No. 1 Subtotal		12	20	48	14	\$20,446	\$400	\$40,750	\$6,920	\$68,516
Project No. 2 - Documented CatEx on Proposed East Terminal Apron Reconfiguration										
Task 2.1	Engineering Support	0	0	0	0	\$0	\$0	\$8,250	\$0	\$8,250
Task 2.2	Environmental Analysis	0	8	24	8	\$7,984	\$0	\$0	\$0	\$7,984
Task 2.3	Documentation	0	0	8	4	\$2,116	\$0	\$0	\$0	\$2,116
Task 2.4	Project Coordination & Meetings**	8	4	8	0	\$5,112	\$400	\$0	\$0	\$5,512
Task 2.5	Supplemental Environmental Support	4	8	8	2	\$5,234	\$0	\$0	\$0	\$5,234
Project No. 2 Subtotal		12	20	48	14	\$20,446	\$400	\$8,250	\$0	\$29,096
Project No. 3 - Documented CatEx on Proposed Three-Story Parking Garage										
Task 3.1	Engineering Support	0	0	0	0	\$0	\$0	\$21,250	\$0	\$21,250
Task 3.2	Environmental Analysis	0	8	24	8	\$7,984	\$0	\$0	\$0	\$7,984
Subtask 3.2.1	Traffic Level of Service Analysis*	0	0	0	0	\$0	\$0	\$12,500	\$0	\$12,500
Task 3.3	Documentation	0	0	8	4	\$2,116	\$0	\$0	\$0	\$2,116
Task 3.4	Glint and Glare Study	0	32	0	8	\$9,688	\$500	\$0	\$0	\$10,188
Task 3.5	Project Coordination & Meetings**	8	4	8	0	\$5,112	\$400	\$0	\$0	\$5,512
Task 3.6	Supplemental Environmental Support	4	8	8	2	\$5,234	\$0	\$0	\$0	\$5,234
Project No. 3 Subtotal		12	52	48	22	\$30,134	\$900	\$33,750	\$0	\$64,784
Project No. 4 - Documented CatEx on Proposed Taxiway Exit Removal and Relocation										
Task 4.1	Engineering Support	0	0	0	0	\$0	\$0	\$8,250	\$0	\$8,250
Task 4.2	Environmental Analysis	0	8	24	8	\$7,984	\$0	\$0	\$0	\$7,984
Subtask 4.2.1	Biological Resources	0	0	0	0	\$0	\$0	\$0	\$13,611	\$13,611
Subtask 4.2.2	Cultural Resources	0	0	0	0	\$0	\$0	\$0	\$5,478	\$5,478
Task 4.3	Documentation	0	0	8	4	\$2,116	\$0	\$0	\$0	\$2,116
Task 4.4	Project Coordination & Meetings**	8	4	8	0	\$5,112	\$400	\$0	\$0	\$5,512
Task 4.5	Supplemental Environmental Support	4	8	8	2	\$5,234	\$0	\$0	\$0	\$5,234
Project No. 4 Subtotal		12	20	48	14	\$20,446	\$400	\$8,250	\$19,089	\$48,185
Project No. 5 - CEQA Initial Study/Neg. Declaration on Proposed Passenger Terminal and East Terminal Apron										
Task 5.1	Prepare Initial Study	8	40	80	16	\$31,256	\$0	\$0	\$0	\$31,256
Task 5.2	Assist in AB 52 Tribal Consultation	0	0	8	2	\$1,854	\$0	\$0	\$0	\$1,854
Task 5.3	Documentation***	0	8	16	16	\$7,440	\$1,350	\$0	\$0	\$8,790
Task 5.4	Public Review, Responses, & Notice of Determination	0	0	2	0	\$398	\$0	\$0	\$0	\$398
Task 5.5	CEQA Adoption/Certification Meeting	8	16	0	4	\$7,284	\$1,600	\$0	\$0	\$8,884
Task 5.6	Supplemental Environmental Support	4	8	8	2	\$5,234	\$0	\$0	\$0	\$5,234
Project No. 5 Subtotal		20	72	114	40	\$53,466	\$2,950	\$0	\$0	\$56,416
Project No. 6 - CEQA Initial Study/Neg. Declaration on Proposed Taxiway Exit Removal and Relocation										
Task 6.1	Prepare Initial Study	8	40	80	16	\$31,256	\$0	\$0	\$1,224	\$32,480
Task 6.2	Assist in AB 52 Tribal Consultation	0	0	8	2	\$1,854	\$0	\$0	\$0	\$1,854
Task 6.3	Documentation***	0	8	16	16	\$7,440	\$1,350	\$0	\$0	\$8,790
Task 6.4	Public Review, Responses, & Notice of Determination	0	0	2	0	\$398	\$0	\$0	\$0	\$398
Task 6.5	CEQA Adoption/Certification Meeting	8	16	0	4	\$7,284	\$1,600	\$0	\$0	\$8,884
Task 6.6	Supplemental Environmental Support	4	8	8	2	\$5,234	\$0	\$0	\$0	\$5,234
Project No. 6 Subtotal		20	72	114	40	\$53,466	\$2,950	\$0	\$1,224	\$57,640
PROJECT GRAND TOTAL		88	256	420	144	\$198,404	\$8,000	\$91,000	\$27,233	\$324,637

* Assumes the traffic analysis is split equally between Project Nos. 1 and 3.
 ** Assumes two (2) project meetings on all four projects concurrently with labor and travel split equally between Project Nos. 1 through 4.
 *** Assumes 25 hard copies of Initial Study/Mitigated Negative Declaration @ \$50/copy (plus shipping)

Exhibit B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno (“CITY”)
and Coffman Associates (“CONSULTANT”)
Environmental Analysis and Documentation under (NEPA) and (CEQA) for
Projects at the Fresno Yosemite International Airport
PROJECT TITLE**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;

- (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
 4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
 5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional

insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days written notice by certified mail, return receipt requested, has been given

to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

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

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

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

VERIFICATION OF COVERAGE

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

Exhibit C

**DISCLOSURE OF CONFLICT OF INTEREST
 Consultant Service Agreement between City of Fresno ("CITY")
 and Coffman Associates ("CONSULTANT")**

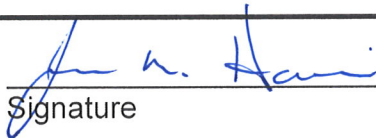
Environmental Analysis for Projects at the Fresno Yosemite International Airport
 PROJECT TITLE

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

Explanation: _____

3. Subconsultant to Kimley-Horn

on projects for other airports.



 Signature

4-5-19

 Date

James M. Harris

 (name)

Coffman Associates

 (company)

4835 E. Cactus Rd., #235

 (address)

Scottsdale, AZ 85254

 (city state zip)

* Additional page(s) attached.

Exhibit D

ASSURANCES

**Consultant Service Agreement between City of Fresno (“CITY”)
and Coffman Associates (“CONSULTANT”)
Environmental Analysis and Documentation under (NEPA) and (CEQA) for
Projects at the Fresno Yosemite International Airport
PROJECT TITLE**

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

I. PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES CONTRACTS

A. ACCESS TO RECORDS AND REPORTS

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

B. BUY AMERICAN CERTIFICATION

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

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

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

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

runway or roadway construction; or equipment acquisition projects) must be submitted.

See Attachments A and B: Buy American Certifications

C. GENERAL CIVIL RIGHTS PROVISIONS

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

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

D. CIVIL RIGHTS ACT OF 1964, TITLE VI

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

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

other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

7. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

E. DISADVANTAGED BUSINESS ENTERPRISES

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

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

Prompt Payment (§26.29) – The contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the contractor receives from Sponsor. The contractor agrees further to return any retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

F. ENERGY CONSERVATION REQUIREMENTS

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

G. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

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

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

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

H. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. RIGHTS TO INVENTIONS

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

J. TRADE RESTRICTION CLAUSE

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Sponsor or subcontractor:

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

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

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

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

K. VETERAN'S PREFERENCE

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

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

L. SEISMIC SAFETY (applicable to agreements involving design)

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

II. PROVISIONS APPLICABLE TO CONTRACTS

\$2,000 AND GREATER

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

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

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

1. Minimum Wages

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

2. Withholding.

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

3. Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

III. PROVISION APPLICABLE TO CONTRACTS

\$3,000 AND GREATER

A. BAN ON TEXTING AND DRIVING

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

IV. PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS

\$10,000 AND GREATER

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

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

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

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

Timetables

Goals for minority participation for each trade: 26.1%

Goals for female participation in each trade: 6.9%

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

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

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

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

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

1. EQUAL OPPORTUNITY CLAUSE

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. TERMINATION OF CONTRACT

1. TERMINATION FOR CONVENIENCE

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

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

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

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

2. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

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

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

**V. PROVISION APPLICABLE TO CONTRACTS
\$25,000 AND GREATER**

A. CERTIFICATIONS REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

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

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek

unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

B. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The contractor certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. CLEAN AIR AND WATER POLLUTION CONTROL

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

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

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

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

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

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

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title

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

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

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

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

Required Documentation

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

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

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

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

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

Date

Signature

Company Name

Title