

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

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

**RECITALS**

WHEREAS, the City desires to obtain professional quality assurance testing and inspection services for the Terminal East Apron Reconfiguration Project (Project); and

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

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

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

WHEREAS, this Agreement will be administered for City by its Director of Aviation (Director) or designee.

**AGREEMENT**

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or September 30, 2025, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 730 consecutive calendar days from such authorization to proceed.

3. Compensation.

- (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Two Hundred, Fifty Five Thousand, Two Hundred, Eighty Eight Dollars and Nine Cents (\$255,288.09). Such fee includes all expenses incurred by the Consultant in performance of the services.
- (b) Detailed statements shall be rendered monthly and will be payable in the normal course of City business.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which

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

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Director's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

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

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches,

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

- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
  - (d) This Section 5 shall survive expiration or termination of this Agreement.
6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.
7. Indemnification. To the furthest extent allowed by law, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.
- (a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the

City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. the Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 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 the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any the City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. the Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.
- (f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant

shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

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

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

- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms and Federal Assurances.

- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.
- (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each

subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

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

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

- (a) the Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) the Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age,



sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others

unrelated to the City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
  - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
  - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

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

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

CITY OF FRESNO,  
a California municipal corporation

MOORE TWINING ASSOCIATES, INC.,  
A California Corporation

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

By: 

Name: HARRY D. MOORE

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

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: 

Name: Ruth E. Moore

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

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

No signature of City Attorney required.  
Standard Document #FedFund Eng.  
CSA, Short Form, Total Fee (05-2022)  
has been used without modification, as  
certified by the undersigned.

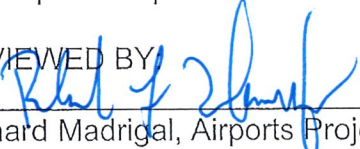
Any Applicable Professional License:

Number: RGE 2069

Name: HARRY D MOORE

Date of Issuance: JULY 8, 1988

By:   
Jon Bartel  
Capital Development Specialist  
Airports Department

REVIEWED BY:   
Richard Madrigal, Airports Projects  
Supervisor  
Airports Department

CONSULTANT:  
Moore Twining Associates, Inc.  
Attention: Read L. Andersen,  
Geotechnical Division Manager  
2527 Fresno St.  
Fresno, CA 93721  
Phone: 800-268-7021  
FAX:  
E-mail: ReadA@mooretwinning.com

Addresses:  
CITY:  
City of Fresno  
Attention: Jon Bartel,  
Capital Development Specialist  
4995 E. Clinton Way  
Fresno, CA 93720  
Phone: (559) 621-4545  
FAX: (559)  
E-mail: jon.bartel@fresno.gov



Attachments:

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

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**Consultant Service Agreement between City of Fresno (City)**  
**and Moore Twining Associates, Inc. (Consultant)**  
Terminal East Apron Reconfiguration Project

**PROJECT DESCRIPTION**

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

- Fresno Yosemite International Airport Terminal East Apron Reconfiguration Bid Set Plans, prepared by Kimley-Horn, dated March 7, 2022; and
- Fresno Yosemite International Airport Terminal East Apron Reconfiguration Project Specifications, March 2022

This project consists of the demolition of existing pavements and underground utilities for the construction of new water main and sewer lines as well as storm drain and electrical systems which will be tied into existing infrastructure. The project also consists of new Portland concrete cement (PCC) and asphalt concrete (AC) pavements. The demolition and construction will be divided into three (3) phases of work. Based on email correspondence from Mr. Jarred Garza from Fresno Yosemite International Airport, Inc., the project schedule has an approximate 6-month duration.

Phase 1 is comprised of the demolition of existing PCC pavement, the construction of new water main and sewer line, the connection of new water and sewer line to existing system, the installation of new PCC pavement, the removal of existing charging stations and installation of two of them on the west apron, and the installation of baggage cart striping on the east apron. No other phase can be constructed concurrently with Phase 1.

Phase 2 has two (2) parts, Phases 2 and 2a, which are comprised of the demolition of existing AC and PCC pavements, the demolition of existing underground storm drain lines, the demolition of electrical infrastructure, the installation and removal of temporary AOA Fence, the construction of new PCC and AC pavements, the installation of new storm drain including pipes, manholes, and trench drains, connecting new water and sewer line to existing system, and the installation of new electrical improvements including edge lights, duct banks, handholes, high mast apron lighting, and fiber connection. Phases 2 and 2a may be constructed concurrently.

Phase 3 is comprised of the demolition of existing AC pavement, the construction of a new water line, and the installation of new AC pavement. No other phase can be constructed concurrently with Phase 3.

Site improvements include the construction of roughly 5,706 cubic yards of PCC pavements, of which 5,589 cubic yards are full strength PCC with a thickness of 14-inches making up much of the proposed east apron; additionally, 94 cubic yards consist of PCC to AC transition with an average thickness of 6 ½-inches, and 23 cubic yards of non-aircraft loaded PCC with a thickness of 10-inches. The new AC pavement construction, all of which is plant mix bituminous pavement, is estimated to be a total of 9,217 tons, with most of it being utilized as an 8-inch-thick section below the full-strength PCC. Additional areas of new AC pavement include 1,379 tons of shoulder AC with a thickness of 4-inches, 230 tons of transition AC with a thickness of 3-inches, 130 tons of PCC to AC transition with an average thickness of 4 ½-inches, and 1,096 tons of AC millings with a thickness of 3-inches. The site will also include roughly 7,000 linear feet of utilities to be installed and tied into existing utilities, including storm drain, sanitary sewer, water pipe, and electrical conduit.



## SCOPE OF SERVICES

The scope of materials testing and inspection services for the project were based on the requirements of the project plans and specifications. It should be noted that a geotechnical engineering investigation report and project schedule were not provided to our firm to prepare this proposal and fee estimate.

Based on our review of the project documents, our services will consist of the inspection and testing of earthwork, asphalt concrete (AC) pavement, Portland cement concrete (PCC) pavements and structural concrete as well as post-installed anchors and epoxied dowels. A detailed description of the testing and inspection services that are anticipated for this project is provided below.

Note that it is assumed that our firm will not be required to assume the role of geotechnical engineer of record. If these services are deemed necessary, an amended fee estimate will be required.

### Earthwork

The earthwork anticipated for this project is generally related to the construction of approximately 267,100 square feet of AC and PCC pavement subgrade preparation, as well as the placement and compaction of approximately 3,620 linear feet utility trench backfill. The plans also show subgrade preparation requirements below the structurally reinforced concrete central lateral trench drain, as well as the storm drain pipe, catch basins and manholes, and handholes.

It should be noted that approximately 3,000 feet of electrical conduit trenching will be utilizing self-compacting flowable backfill; therefore, these utilities have not been included in the earthwork scope of services. It should be noted that compressive strength testing for the flowable backfill can be found in the Cast-In-Place Structural Concrete section, referenced as Controlled Low Strength Material (CLSM), of this proposal.

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

The project specifications require correction for oversized particles on Table 1 in Section SP-2 at a minimum frequency stated, "as required." It has been assumed that five (5) correction of unit weight and water content for soils containing oversized particles according to ASTM D4718. In addition, gradation is required at a frequency of 2 samples per day for each coarse aggregate base (P-208) as well as crushed coarse aggregate base (P-209). Based on a duration of an anticipated 6-month project schedule, it has been estimated that two (2) months (60 days, 5 weeks) will be allocated towards earthwork, half of which maybe aggregate base; therefore, 50 gradation tests are estimated for each P-208 and P-209 for the project.

It has been assumed that imported fill materials will not be required for the project. Thus, compliance testing of imported fill has been excluded from this proposal and fee estimate.

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

<u>Estimated Inspection for Earthwork</u>			
<u>Earthwork Component</u>	<u>Estimated Trips</u>	<u>Hours per Trip</u>	<u>Total Hours</u>
PCC Pavement Subgrade and Aggregate Base	20	8	160
AC Pavement Subgrade and Aggregate Base	10	8	80
Utility Trench Backfill*	24	6	144

Center Lateral Trench Drain Subgrade and Aggregate Base	2	6	12
Storm Drain Pipe Aggregate Base	3	6	18
Catch Basin/Manhole Aggregate Base	3	6	18
Fence Post Drilled Piers	2	6	12
Handhole Subgrade Preparation	3	4	12
Sample Pick Up	40	2	80
Estimated Inspection Hours:			536

\*The estimated trips for utility trench backfill have been based on the assumption of 150 linear feet per day.

<b><u>Earthwork Material Tests</u></b>		
<b><u>Material</u></b>	<b><u>Test</u></b>	<b><u>Estimated Quantity</u></b>
Native Material	Maximum Density/Optimum Moisture	10
Native Material	Correction for Oversized Particles	5
Aggregate Base	Maximum Density/Optimum Moisture	2
Aggregate Base (P-208)	Gradation	50
Aggregate Base (P-209)	Gradation	50
Bedding Sand	Maximum Density/Optimum Moisture	1

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

The asphalt concrete placement and compaction for this project consists of approximately 12,500 square feet of transitional AC between existing asphalt pavement from the terminal expansion project and new full strength PCC pavement for the east apron, as well as a 10-foot section consisting of roughly 4,700 square feet from existing runway to new full strength PCC pavement area; new full strength PCC utilizes AC sub pavement over an approximate area of 129,350 square feet; new shoulder AC occupies roughly 56,000 square feet of area between the new full-strength PCC and new AC millings; the AC millings area, which is assumed to be the grinding and reuse of existing AC pavement, covers approximately 59,300 square feet.

Our scope of services will include inspections during the placement of asphalt concrete as well as performing in-place density tests. In-place density will be performed with a nuclear density gauge to estimate the relative compaction of the AC using the theoretical maximum density value of the material placed and compacted. A box sample of the asphalt concrete will be obtained and sent to the laboratory to determine the theoretical maximum density of the asphalt concrete. Coring of AC is the responsibility of the contractor according to the project specifications Table 1 Section SP-2; therefore, cores will be obtained from the contractor to verify the thickness of the AC placed and to determine the actual in-place density and compaction of the AC pavements. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint at a frequency of one (1) per subplot. Cores for joint density shall be taken centered over the longitudinal joint for each subplot that has a longitudinal joint. Core locations will be determined by the Construction Manager (CM) in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726.

Laboratory compacted determination of air voids is required per the specification for asphalt mix pavement (P-401/P-403) at a frequency of one (1) per subplot (A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons). Air voids will be determined for each subplot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6926.

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

<b><u>Estimated Inspection for Asphalt Concrete</u></b>			
<b><u>Pavement Component</u></b>	<b><u>Estimated Trips</u></b>	<b><u>Hours per Trip</u></b>	<b><u>Total Hours</u></b>
AC Pavement	8	8	64
Estimated Inspection Hours:			64

<b><u>Asphalt Concrete Material Tests</u></b>		
<b><u>Material</u></b>	<b><u>Test</u></b>	<b><u>Estimated Quantity</u></b>
AC Pavement	Theoretical Maximum Density	16
AC Pavement	Air Voids	16
AC Cores	Core Thickness and Density	10
AC Cores	Bulk Specific Gravity (Mat/Joint)	32

### **Cast-In-Place Structural Concrete**

Cast-in-place concrete will be placed for the PCC Pavements, center lateral, high-strength manholes, encased concrete for electrical conduit ducting, fence footings and mow strip, as well as power infrastructure foundations. In total, the concrete for this project will require roughly 7,000 cubic yards of Portland cement concrete. Cast-in-place concrete will also be place for storm drain pipe encasement, catch basins

Our scope of services will include continuous observation during the placement of structural concrete, periodic inspection of structural reinforcement, and sampling and testing of concrete.

Frequencies for sampling and testing cement concrete pavement (P-501) and miscellaneous concrete (P-610) will be as follows: a set of four (4) 6-inch by 12-inch concrete cylinders will be cast for each 150 cubic yards or fraction thereof, for each day that the concrete is placed. The cylinders will be transported to our laboratory and tested for compressive strength. One cylinder will be tested at 7 days, two cylinders will be tested at 28 days, and one cylinder will be held and tested at 56 days if the required compressive strength is not met at 28 days. Slump, temperature, and air content, and unit weight will be performed at the truck at the time the compressive strength samples are taken.

Flexural strength is required for cement concrete pavement (P-501) by the project specification for PCC pavements; therefore, a set of four (4) beam will be cast for per subplot (400-600 cubic yards) or fraction thereof, for each day that the concrete is placed. The beams will be transported to our laboratory and tested for flexural strength. One beam will be tested at 7 days, two beams will be tested at 28 days, and one beam will be held and tested at 56 days if the required flexural strength is not met at 28 days.

Frequencies for sampling and testing controlled low strength material (CLSM – P153) will be as follows: a set of four (4) 6-inch by 12-inch concrete cylinders will be cast for each 1,000 cubic yards.

Inspection of cast-in-place anchors will occur at the during the inspection of reinforcement.

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

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

<b><u>Estimated Inspection for Reinforcement of Cast-In-Place Structural Concrete</u></b>			
<b><u>Structural Member</u></b>	<b><u>Estimated Trips</u></b>	<b><u>Hours per Trip</u></b>	<b><u>Total Hours</u></b>
Center Lateral	4	8	32
High Strength Manhole	3	6	18
Power Infrastructure Foundation	2	6	12
Estimated Inspection Hours:			62

<b><u>Estimated Inspection/Sampling for Cast-In-Place Structural Concrete</u></b>			
<b><u>Structural Member</u></b>	<b><u>Estimated Trips</u></b>	<b><u>Hours per Trip</u></b>	<b><u>Total Hours</u></b>
PCC Pavement*	15	16	240
Center Lateral*	6	16	96
High Strength Manhole/Catch Basin	4	8	32
Concrete Envelope for Electrical Conduit	4	8	32
Fence Footings and Mow Strip	2	8	16
Power Infrastructure Foundation	2	6	12
Controlled Low-Strength Material (CLSM)	4	8	32
Sample Pick Up	40	2	80
Estimated Inspection Hours:			540

\*Two (2) technicians are anticipated for inspection and sampling the PCC pavements, one (1) technician for sampling at the truck and the other for inspection of placement.

<b><u>Structural Concrete Material Tests for Cast-in-Place Structural Concrete</u></b>		
<b><u>Structural Element</u></b>	<b><u>Test</u></b>	<b><u>Estimated Quantity</u></b>
PCC Pavement	Concrete Compressive Strength	39 (Set of 2)
PCC Pavement	Modulus of Rupture	39 (Set of 4)
Center Lateral	Concrete Compressive Strength	7 (Set of 4)
High Strength Manhole/Catch Basin	Concrete Compressive Strength	3 (Set of 4)
Concrete Envelope for Electrical Conduit	Concrete Compressive Strength	8 (Set of 4)
Fence Footings and Mow Strip	Concrete Compressive Strength	4 (Set of 4)
Power Infrastructure Foundation	Concrete Compressive Strength	4 (Set of 4)
Controlled Low Strength Material (CLSM)	Concrete Compressive Strength	4 (Set of 4)

### **Post-Installed Anchors and Epoxy Dowels**

Post installed mechanical concrete anchors and drilled and epoxied dowel anchors are anticipated to be utilized for this project.

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

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

<b><u>Estimated Inspection/Testing Durations for Post-Installed Anchors and Epoxy Dowels</u></b>			
<b><u>Structural Member</u></b>	<b><u>Estimated Trips</u></b>	<b><u>Hours per Trip</u></b>	<b><u>Total Hours</u></b>
Installation Inspection	6	6	36
Estimated Inspection Hours:			36

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

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

A Project Manager will be assigned to the project for the services provided by Moore Twining. The Moore Twining Project Manager is solely for managing the services provided by Moore Twining and is not related to any aspect of the actual construction which is the responsibility of the General Contractor. To the extent possible, Moore Twining will have one primary inspector, who is qualified to perform the required testing, assigned to the project to provide continuity and quality assurance for the project. Our Project Manager will work closely with the General Contractor to dispatch the inspectors to the job site when they are needed, verify that the dispatched inspectors are certified to perform the required testing, verify that the required testing is being performed, and verify that deviations are being recorded and tracked until resolved.

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

The construction is anticipated to take place over the course of six (6) months. It has been assumed that our project management team will require two (2) hours per working week to manage this project and it has also been estimated that a registered civil engineer will be required for one (1) hour per week. Lastly it has been assumed that two (2) hour per week will be required for our administrator to service this project.

Item C-110 Method of Estimating Percentage of Material within Specification Limits (PWL) will be conducted by Moore Twining. Per conversations with Mr. Jonathan Bartel from Fresno Yosemite International Airport and Moore Twining, Moore Twining will conduct the PWL's. The project specifications require PWL calculations for test results on asphalt mix pavement (P-401) including air voids, mat density and joint density, as well as cement concrete pavements (P501) including strength and thickness. The fees associated with these services are included in this proposal and are summarized below.

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

<b><u>Estimated Engineering Support and Project Management</u></b>	
<b><u>Task</u></b>	<b><u>Total Hours</u></b>
Project Management of Testing and Inspection Services	50
Registered Civil Engineer	25
PWL Calculations	138
Pre-Construction Meetings	60
Administrative Assistant	50

\*The estimated hours for PLW Calculations were based on the estimated number of days for asphalt and PCC pavements, eight (8) and fifteen (15) respectively, for a total of 23 days, at an assumed duration of six (6) hours per day; therefore, 138 hours have been estimated for PWL Calculations.

**ESTIMATED FEES**

Our fee estimate to provide the testing and inspection services described in this proposal is presented in Table 1 below.

<b>Table 1 - Fee Estimate to Provide Materials Testing &amp; Inspection Services Fresno Yosemite International Airport TEARP 5175 East Clinton Way, Fresno, California</b>				
Scope Description	Units	Quantity	Unit Fee	Estimated Fee
<b>Earthwork</b>				
Inspection of Earthwork	Hour	456	\$113.00	\$51,528.00
Lab Maximum Density (ASTM D1557) 4-inch mold	Test	11	\$175.00	\$1,925.00
Lab Maximum Density (ASTM D1557) 6-inch mold	Test	2	\$190.00	\$380.00
Correction for Oversized Particles (ASTM D4718)	Test	5	\$124.00	\$620.00
Gradation (ASTM C117/C136)	Test	100	\$65.00	\$6,500.00
Sample Pickup	Hour	80	\$65.00	\$5,200.00
Mileage	Miles	1412	\$0.62	\$875.69
Vehicle and Equipment Charge	Trip	107	\$25.00	\$2,675.00
<b>Subtotal</b>				<b>\$69,703.69</b>
<b>Asphalt Concrete</b>				
Inspection of Asphalt Placement	Hour	64	\$120.00	\$7,680.00
Theoretical Maximum Density (ASTM D2041)	Test	16	\$155.00	\$2,480.00
AC Core Tests	Test	10	\$20.00	\$200.00
Preparation of Asphalt Mixture Specimens Using Marshall Apparatus (ASTM 6926/ASTM D2726)	Test	16	\$250.00	\$4,000.00
Bulk Specific Gravity and Density of Non-Absorptive Compacted Asphalt Mixtures (ASTM D2726)	Test	32	\$45.00	\$1,440.00
Mileage	Miles	106	\$0.62	\$65.47
Vehicle and Equipment Charge	Trip	8	\$25.00	\$200.00
<b>Subtotal</b>				<b>\$16,065.47</b>
<b>Cast-In-Place Structural Concrete</b>				
Inspection of Reinforcement	Hour	62	\$120.00	\$7,440.00
Inspection and Sampling of Concrete	Hour	540	\$120.00	\$64,800.00
Sample Pickup	Hour	80	\$65.00	\$5,200.00
Concrete Compressive Strength (6-inch by 12-inch Cylinders)	Set	104	\$84.00	\$8,736.00
Flexural Strength of PCC Pavements (ASTM C78)	Set	156	\$280.00	\$43,680.00
Mileage	Miles	1135	\$0.62	\$703.82
Vehicle and Equipment Charge	Trip	86	\$25.00	\$2,150.00
<b>Subtotal</b>				<b>\$132,709.82</b>
<b>Post-Installed Anchors and Epoxy Dowels</b>				
Inspection	Hour	36	\$120.00	\$4,320.00
Mileage	Miles	79	\$0.62	\$49.10
Vehicle and Equipment Charge	Trip	6	\$25.00	\$150.00
<b>Subtotal</b>				<b>\$4,519.10</b>
<b>Project Coordination, Review, Engineering Support, and Reporting</b>				
Project Manager	Hour	50	\$85.00	\$4,250.00
Registered Civil Engineer	Hour	25	\$130.00	\$3,250.00
PWL Calculations	Hour	138	\$130.00	\$17,940.00
Pre-Construction Meetings	Hour	60	\$85.00	\$5,100.00
Secretarial Services	Hour	50	\$35.00	\$1,750.00
<b>Subtotal</b>				<b>\$32,290.00</b>
<b>Total Estimated Fee for Materials Testing and Inspection Services</b>				<b>\$255,288.09</b>

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

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

### **FEES AND INVOICING**

It is our understanding that **this project is subject to State of California prevailing wage** requirements for work performed. Our fees are based on two-hour minimum billing and two-hour increments thereafter for inspectors, field technicians and engineers portal-to-portal. The rates presented in Table 1 are based on 8-hour workdays, Monday through Friday. Overtime and Double Time will be billed in accordance with the DIR requirements. Overtime will be billed for the first four (4) daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is at the Sunday/Holiday overtime rates. If additional testing is required beyond the scope of this proposal, those services would be billed in accordance with our current 2022 Prevailing Wage Fee Schedule.

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

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

### **DELIVERABLES**

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

A final inspection report, stating if the work inspected was completed in accordance with the design documents, will be issued at the end of the project. This report will be signed by a registered engineer in California.

Copies of reports will be sent to Fresno Yosemite International Airport and others as directed by Fresno Yosemite International Airport.

### **PRECONSTRUCTION MEETING**

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

## **PRE-GRADING MEETING**

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

## **PRE-UTILITY MEETING**

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

## **PRE-PAVING MEETINGS**

It is recommended that a pre-paving meeting be held with the client, the architect, the structural engineer, design engineer, general contractor, subcontractor, and the testing laboratory to discuss the details of the project plans, specifications, and other paving issues affecting the project. It is recommended that one (1) meeting be held for each of the AC and PCC pavements.

## **SCHEDULING**

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

## **NOTIFICATIONS AND EXCLUSIONS**

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

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

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

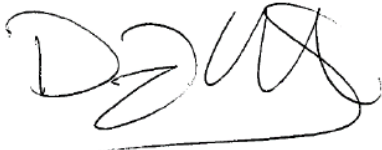


**CLOSING REMARKS**


We encourage you to consider our firm's full-service capabilities and relevant project experience as you proceed with your selection process. It is understood that if this proposal is found to be acceptable, Fresno Yosemite International Airport will issue a purchase order or agreement for our services and provide it to our firm to execute. Should you have any questions or comments, or if we may be of any service to you, please contact us at (800) 268-7021. You can also contact Mr. Danny Morton directly at (559) 273-3485 or email at DannyM@MooreTwining.com.

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

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



Danny Morton  
Staff Engineer



Zachary Peacock, E.I.T.  
Assistant Division Manager

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### Consultant Service Agreement between City of Fresno (City) and Moore Twining Associates, Inc. (Consultant)

##### Terminal East Apron Reconfiguration Project

#### **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 the Consultant's profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

#### **MINIMUM LIMITS OF INSURANCE**

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

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

performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR\*

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

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

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

4. **EMPLOYER'S LIABILITY:**

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

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

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

**UMBRELLA OR EXCESS INSURANCE**

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

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

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

## OTHER INSURANCE PROVISIONS

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

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

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

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

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

for review.

5. These requirements shall survive expiration or termination of the Agreement.

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

#### **VERIFICATION OF COVERAGE**

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

**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
Terminal East Apron Reconfiguration Project

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional page(s) attached.

*Harry D Moore*  
 Signature

*July 5, 2022*  
 Date

*HARRY D. MOORE*  
 (Name)

*MOORE TRUCKING ASSOCIATES, INC.*  
 (Company)

*2527 FRESNO STREET*  
 (Address)

*FRESNO, CA 93721*  
 (City, State Zip)

**EXHIBIT D**  
**ASSURANCES**

**Consultant Service Agreement between City of Fresno (City)  
and Moore Twining Associates, Inc. (Consultant)**

**A. I. P. PROJECT NO. 3-06-0087-XXX-FY2022**

Terminal East Apron Reconfiguration Project

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

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

**A. ACCESS TO RECORDS AND REPORTS**

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

**B. BUY AMERICAN CERTIFICATION**

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

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

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

There are two types of Buy American certifications.

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

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

See Attachments A and B: Buy American Certifications

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

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

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

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

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

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

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

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

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



procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

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

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

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify

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

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

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

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

**G. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

**I. RIGHTS TO INVENTIONS**

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

**J. TRADE RESTRICTION CLAUSE**

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

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

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

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

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

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

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

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

#### **K. BAN ON TEXTING AND DRIVING**

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

#### **L. CERTIFICATION OF ARCHITECT/ENGINEER**

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

Attachment C: Certification of Architect/Engineer Form

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

#### **A. TERMINATION OF CONTRACT**

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

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

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

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

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

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

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

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

#### **A. BREACH OF CONTRACT TERMS**

FYI-S Fed Fund Eng. CSA, Short Form Total Fee (05-2022)

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

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

Contractors and subcontractors agree:

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

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

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

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

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

### **1. Overtime Requirements.**

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

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

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

by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

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

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

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

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

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

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

**Required Documentation**

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



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

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

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

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

July 5, 2022  
Date

  
Signature

Moore Training Associates, Inc.  
Company Name

PRESIDENT  
Title

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

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

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

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

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

**Required Documentation**

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

“item”. The required documentation for a type 3 waiver is:

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

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

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

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

July 5, 2022

Date

[Handwritten Signature]

Signature

MOORE TRAINING ASSOCIATES, INC.

Company Name

PRESIDENT

Title

**Attachment C: CERTIFICATION OF ARCHITECT/ENGINEER**

**A. I. P. PROJECT NO. 3-06-0087-XXX-FY2022**

**Consultant Service Agreement between City of Fresno  
and Moore Twining Associates, Inc.  
Terminal East Apron Reconfiguration Project**

State of California

I hereby certify that I am the owner and/or duly authorized representative of the firm of Moore Twining Associates, Inc., whose address is 2527 Fresno St., Fresno, CA 93721 and that neither I nor the principals here represented have:

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

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

JULY 5, 2022

Date



Signature