

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

THIS AGREEMENT (Agreement) is made and entered into, effective _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and HARRIS MILLER MILLER & HANSON Inc. (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional Noise Consulting services for the Development of a 14 CFR Part 150 Airport Noise Compatibility Planning Noise Exposure Map (NEM) Update at Fresno Yosemite International Airport (FAT) (Project); and

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

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

WHEREAS, the Federal Aviation Administration (FAA) is in the process of updating the required contractual provisions required for agreements funded in whole or in part with FAA funding; and

WHEREAS, the FAA shall provide updated required contractual provisions at some point in the future which shall be incorporated into this Agreement; 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 the 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 January 31, 2028, subject to any earlier termination in accordance with this Agreement. The services of the Consultant, 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 617 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 fix fee of \$698,364.00. Any additional work as required, if authorized in advance by the City, may be compensated up to an amount not to exceed ten percent (10%) \$69, 836. which equals to a total amount not to exceed SEVEN HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$768, 200.) 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) 7 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; (iv) termination of any applicable grant agreement as set forth in Section 11(f) of this Agreement, or (v) 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 and cost to enforce this Agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor

to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, ,and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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 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 (a) 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. The City shall have the authority to unilaterally update and incorporate the federal assurances identified in Exhibit D should the federal government update the federal assurances during the term of this Agreement. The City Manager or designee shall have the authority to approve an amendment to this Agreement adding the federal assurances identified in Exhibit D.
- (e) **City of Fresno v. Turner.** The City is a party to *City of Fresno v. Turner*, 3:25-cv-07070-RS (N.D. Calif.). Pursuant to the court's preliminary injunction (PI) in that action, issued on September 23, 2025, and the Amended Preliminary Injunction issued on April 28, 2026, the U.S. Department of Transportation, including the Federal Transit Administration, Federal Highway Administration, and Federal Aviation Administration (collectively "DOT"), will not impose or enforce the challenged conditions included in the PI (challenged conditions listed below), or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to the Plaintiffs and subrecipients, including the City. Further, DOT will not require the Plaintiffs or their subrecipients to make any certification or other representation related to compliance with such terms and conditions nor will DOT refuse to issue, process, or sign grant agreements based on the Plaintiffs' participation in this litigation. Should DOT prevail in the District Court or on appeal, then DOT will require that the City agree to the original terms and conditions if the City wishes to continue with the grant in place but will not retroactively impose any such terms and conditions on funds that have already been disbursed to the City.

The challenged conditions include any grant condition that requires or obligates a plaintiff recipient to certify or otherwise agree that it does not operate any Diversity, Equity, and Inclusion (DEI) programs; that it does not promote gender ideology or elective abortion; that it is required to cooperate with federal immigration enforcement; or that otherwise requires compliance with the following Executive Orders: Executive Order (EO) 14151 (Ending Radical and Wasteful Government DEI Programs and Preferencing); EO 14168 (Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government); EO 14173 (Ending Illegal Discrimination and Restoring Merit-Based Opportunity); EO 14182 (Enforcing the Hyde Amendment); and EO 14332

(Improving Oversight of Federal Grantmaking).

As stated in Section 4(a) of this Agreement, should DOT prevail in the District Court or on appeal, and the City chooses, as a result, to terminate any applicable grant, the City may terminate this Agreement.

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 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 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, including, but not limited to, the Americans with Disabilities Act (42 U.S.C. §§ 12101 et seq.), 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.

[Signatures follow on the next page.]

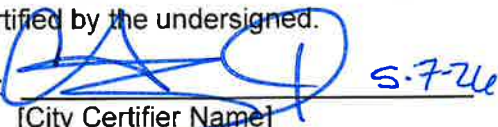
IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White
City Manager

By: _____
Francisco Partida
Interim Director of Aviation
Airports Department

No signature of City Attorney required.
Standard Document #FYI-S Fed Fund
CSA, Total Fee -CMO (04-2026) has
been used without modification, as
certified by the undersigned.

By:  S-7-20
[City Certifier Name]
[City Certifier Title]
CRYSTAL DELATORRE
PROJECTS ADMINISTRATOR

ATTEST:
AMY K. ALLER
Interim City Clerk

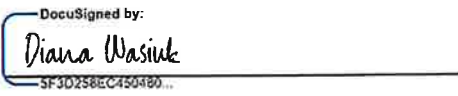
By: _____
Deputy
Date

Addresses:
CITY:
City of Fresno
Attention: Elodia Cavazos,
Acoustical Program Coordinator
Fresno, CA 93727
Phone: (559) 621-4506
E-mail: elodia.cavazos@fresno.gov

- Attachments:
1. Exhibit A - Scope of Services
 2. Exhibit B - Insurance Requirements
 3. Exhibit C - Conflict of Interest Disclosure Form

FYI-S Fed Fund CSA, Total Fee -CMO (05-2026)

Harris Miller Miller and Hanson
Inc.

DocuSigned by:
By: 
SF302588EC450480...

Name: Diana Wasiuk

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

By: _____

Name: _____

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

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

CONSULTANT:
Harris Miller Miller and Hanson Inc
Attention: Eugene M. Reindel, Vice
President
700 District Avenue, Suite 800
Burlington, MA 01803
Phone: 339-234-2035
E-mail: ereindel@hmmh.com

4. Exhibit D - Assurances

ATTACHMENT A SCOPE OF SERVICES

DEVELOPMENT OF A 14 CFR PART 150 AIRPORT NOISE COMPATIBILITY PLANNING NOISE EXPOSURE MAP (NEM) UPDATE FOR FRESNO YOSEMITE INTERNATIONAL AIRPORT (FAT)

This scope of work outlines the professional consulting services for an update to the City of Fresno (CITY) Fresno Yosemite International Airport (FAT) Sound Mitigation Acoustical Remedy Treatment Program (SMART) Noise Exposure Map (NEM). The CONSULTANT shall complete all tasks as required under Title 14 of the Code of Federal Regulations Part 150 (14 CFR Part 150). With the CITY'S concurrence, CONSULTANT shall also regularly confer with the Federal Aviation Agency (FAA) to assure compliance with FAA interpretations of regulatory requirements. The remainder of this document provides relevant background information, the major elements, and tasks of the scope of work including the estimated schedule for deliverables and the communication protocol. The final deliverables will include a complete NEM Update that meets all specifications, timelines, and regulatory requirements set forth by the City and FAA.

Project Background

The CITY completed its first 14 CFR Part 150 Study for FAT, previously named Fresno Air Terminal, in 1988. The FAA found it in compliance with Part 150 requirements on February 7, 1990 and published a "Record of Approval" on September 14, 1990. Subsequent NEM updates were accepted by FAA in 2005 and 2018. This NEM update serves to accurately document current and future aircraft noise exposure levels around the airport in compliance with 14 CFR Part 150. This update will reflect changes in airport operations, air traffic patterns, aircraft fleet mix, and surrounding land use that have occurred since the previous NEM was prepared. It provides a technical basis for public understanding of aircraft noise exposure, supports land use compatibility planning efforts, and ensures the airport maintains eligibility for federal funding of noise mitigation programs under the FAA's environmental set aside within the Airport Improvement Program (AIP).

Scope of Work

CONSULTANT is to provide the following services, which are organized by major elements and tasks:

ELEMENT 1. AGENCY AND PUBLIC PARTICIPATION PROGRAM

TASK 1.1 Advisory groups

TASK 1.2 Project management

TASK 1.3 Informational open houses for the affected public

TASK 1.4 Provide study website

TASK 1.5 Respond to inquiries from members of the public

TASK 1.6 Document the public participation process

ELEMENT 2 – DEVELOP OPERATIONAL, NOISE, AND LAND USE DATA BASES

TASK 2.1 Review and compile existing planning, land use, and environmental documents

TASK 2.2 Identify gaps or inadequacies

TASK 2.3 Develop additional operational, noise, and land use data.

TASK 2.4 Update the Aviation Activity Forecast

TASK 2.5 Conduct Aircraft Noise Measurement Program and Obtain Aircraft Flight Tracks

Task 2.6 Evaluate status of Noise Compatibility Program (NCP) implementation

ELEMENT 3 – PREPARE FINAL PART 150 NEM UPDATE

TASK 3.1 Draft NEM Update- support document

TASK 3.2 Prepare final NEM submittal

ELEMENT 4 – EVALUATE EXISTING AND POTENTIAL AIRPORT NOISE MITIGATION

TASK 4.1 Compare the updated NEMs with the previous NEMs

TASK 4.2 Review effectiveness of noise mitigation implementation

TASK 4.3 Determine potential need for updating the NCP

The following table outlines all major deliverables for the project, along with every associated task, and its targeted delivery date. The CITY may, at its sole discretion, modify the delivery target dates as required for the successful completion of the project.

Milestone	Element	Months From Notice to Proceed
1. First public open house and advisory group meetings	1	3
2. Develop draft of operational, noise, and land use database	2	4
3. Draft noise contours for review and second advisory group meetings	1 and 3	5
4. Draft documentation for initial review	3	6
5. Third advisory group meetings, second public open house, and public review of draft NEM	1	7
6. Prepare final NEM for submittal to FAA	3	12

ELEMENT 1. AGENCY AND PUBLIC PARTICIPATION PROGRAM

Successful Part 150 projects include high-quality project management and exceptional communication between the CONSULTANT, CITY, FAA, various internal and external stakeholders, and other interested parties. Successful Part 150 projects also include an extensive public outreach program. The CONSULTANT, upon the CITY'S request, will facilitate communication between the CITY, FAA, various internal and external stakeholders, and interested parties including the General Public.

At every stage of the Part 150 study process, from identifying local noise issues to developing and implementing the program, the CONSULTANT will keep airport neighbors, user groups, and local officials informed about project alternatives. The CONSULTANT will actively seek their comments, criticism, and support to ensure the project meets community expectations and regulatory requirements. CONSULTANT will ensure public participation and consider it essential to maintain as broad a base of public involvement as possible and beyond the essential regulatory requirements.

TASK 1.1 Advisory Groups

The CONSULTANT will work with the CITY to establish and support the following advisory groups: Technical Advisory Committee (TAC) and Public Advisory Committee (PAC), to ensure engagement and gather valuable input. The TAC provides input and insight into technical issues and comprises

individuals with relevant technical backgrounds; the PAC serves as a sounding board and an information exchange group for stakeholders. CONSULTANT will schedule and conduct up to three (3) meetings per advisory group (up to six total): (1) Introduction to Part 150 and FAT NEM Update, (2) Review of noise modeling input and land use data and resulting noise exposure contours and land use compatibility, and (3) Review draft NEM update document. These meetings will serve as key opportunities to discuss project progress, present relevant data, and receive feedback from committee members. This approach ensures that advisory groups are well-informed, engaged, and able to provide meaningful input throughout the process.

Responsibilities:

The CONSULTANT will establish Advisory Groups and facilitate all aspects of meetings. The CONSULTANT will provide essential technical support, help manage the advisory process, and ensure that the advisory groups have the information and resources necessary to make informed decisions. The CONSULTANT will coordinate logistics, prepare agendas and background materials, and distribute public invitations to meetings. During meetings, the CONSULTANT will facilitate discussion, encourage participation, and manage time effectively. After the meeting, the CONSULTANT will prepare meeting minutes, share action items, track progress, and gather feedback for future improvement. The CONSULTANT role is to ensure productive, organized meetings that achieve the desired outcomes.

Assumptions:

- The CITY will assist with the identification of advisory group members
- The CITY will arrange for meeting locations
- The CITY will review draft and final deliverables in accordance with project schedule.
- Advisory committee meetings are anticipated to occur on the same day as open house (e.g., morning TAC, afternoon PAC, evening open house).

Deliverables:

- Development of advisory groups
- Informational outreach and direct consultations
- On-site support by a sufficient number of consultant staff, but no less than four (4), to provide proper support and ensure the in-person meetings and presentations are effective and efficient
- Meeting schedule with confirmed dates, locations and participant lists
- Structured agendas and supporting documents distributed in advance
- An electronic copy of the NEM Update draft shall be provided to advisory committee members for review and three hard copies available at meetings
- Detailed meeting summaries that include the input and feedback from the advisory groups, as well as any strategic planning or decision-making recommendations based on the groups' contributions
- Progress reports outlining key outcomes and next steps
- Final report at the conclusion of the project summarizing all advisory group meetings, key takeaways, resolutions, and recommendations for future actions

- The final deliverables may also include a comprehensive plan to support and sustain the effectiveness of the advisory groups involvement throughout the project's lifecycle, as requested by CITY

All products are assumed to be electronic, unless otherwise specified.

TASK 1.2 Project Management

The CONSULTANT will coordinate and manage the project with the CITY and FAA.

Responsibilities:

The CONSULTANT will coordinate project management efforts between the CITY and the FAA by facilitating a formal kickoff meeting to discuss the scope of work, the CONSULTANT work plan, and project schedule. This includes ensuring the project scope aligns with the CITY and FAA expectations, developing a realistic project schedule, managing communication between all stakeholders, and ensuring compliance with regulations. The consultant must also monitor progress, track milestones, and address any issues or risks that arise throughout the project, and update the CITY at regular progress meetings.

Assumptions:

- The kick-off meeting will be held virtually
- The CITY will assist with the identification of meeting attendees

The CITY will review draft and final Deliverables in accordance with the project schedule.

Deliverables:

- Formal kickoff meeting agenda and minutes
- Comprehensive project schedule and updates
- Detailed work plan and updates
- Meeting agenda and notes summarizing discussions and decisions
- Monthly progress reports

TASK 1.3 Informational Open Houses with Affected Public

The CONSULTANT will organize and facilitate two (2) community open houses: (1) Introduction to Part 150 and the FAT NEM update and (2) Present the updated FAT NEM including aircraft noise exposure and the resulting land use compatibility. These open houses will be informal and provide an opportunity for interested parties to ask questions of the project team and comment on the 14 CFR Part 150 NEM update project. The CONSULTANT will also distribute informational newsletters tailored for the public prior to each open house.

Responsibilities:

At the first public open house, the CONSULTANT will prepare and conduct a presentation of background information on aircraft noise, the study process and scope, and schedule for the completion of the NEM update. The open house will be used to help choose possible locations in residential areas for placing noise measurement equipment and to collect public feedback about the Part 150 Study. At the second public open house, the CONSULTANT will prepare and conduct a presentation of the draft NEM update document including the noise exposure and land use compatibility results.

The CONSULTANT will provide sufficient staffing, with a minimum of four staff members, to support the open houses and present information to the public. The CONSULTANT will design the format for the open houses, prepare a presentation and coordinate with CITY on supporting materials. The CONSULTANT will maintain records of all communications, copies of outreach informational material, and attendance sign-in sheets.

The CONSULTANT will develop a newsletter to distribute prior to each open house, and distribute it to an agreed mailing list of up to 800 recipients. The mailing list should include:

- Individuals and/or organizations represented in the advisory committees of the last NEM and NCP update.
- Homes within the current CNEL and DNL 65 dB contours
- Homes within the updated CNEL and DNL 65 dB contours (for the second open house only)

Assumptions:

- The CITY will assist with identification of mailing list
- The CITY will arrange and pay for meeting locations, arrange and pay for placement of ads in local newspapers
- The CITY will review draft and final deliverables in accordance with project schedule.

Deliverables:

- Develop open house materials including presentations, agendas, handouts/fact sheets, comment sheets, and sign-in sheets
- Interpreting for meetings and/or translation services for materials into Spanish, upon request
- Design two (2) press releases/newspaper advertisements (one for each open house) regarding the public open houses that includes a link to the study website
- Collect comments received during these open houses and develop draft responses
- Develop detailed draft and final summary reports documenting discussions and public engagement
- Develop two (2) newsletters (one for each public workshop) in accessible pdf format to post on the project website; provide hard copies to pass out at each public workshop

- Develop two (2) rounds of notification efforts including paid and organic social media posts, working invitations, and extended outreach digital toolkits
- First Workshop- Provide up to eight (8) large-scale boards displaying airport noise and the study process and provide up to two (2) single-page, double-sided letter size handouts.
- Second Workshop- up to fifteen (15) large-scale boards displaying graphics, tables, and other pertinent information from the NEM.

TASK 1.4 Provide Study Website

CONSULTANT will set up and maintain a study website at the beginning of the project and keep it active for 12 months following project completion or until all information has been uploaded to the CITY website, whichever is less. This website will provide information about the project including upcoming open house information and results from the study and open houses while ensuring transparency and community engagement with the ability for the public to submit written comments throughout the project. The CITY website will include a link to the study website. The study website and documents posted online must be accessible in conformance with City of Fresno AO 8-20, City of Fresno AO 8-16, the Web Content Accessibility Guidelines (WCAG) 2.1 and Section 508 of the Rehabilitation Act.

CONSULTANT will also develop branded collateral materials for this study. Options may include a Fact Sheet, FAQ, and flyer.

Responsibilities:

The CONSULTANT will set up and maintain a project-specific website that provides a way to submit comments electronically no later than the date the first informational meeting is publicly advertised. CONSULTANT will keep electronic comments, and any other form of communication from the public and provide them to the CITY monthly. All inquiries related to the SMART program will be referred to the CITY. CONSULTANT will meet with the CITY to determine the information to be provided on the website and update the website before and after each public open house or as needed with updates for the duration of the project.

The CITY will provide a link from the CITY website to the study website. The CITY will review draft and final deliverables in accordance with the project schedule.

Deliverables:

- Study website with updated project information and materials, produced in accessible formats
- log of communications received
- The CONSULTANT will develop up to four (4) sets of document templates for project facts sheets or other collateral.

TASK 1.5 Respond to Inquiries from Members of the Public

The CONSULTANT will respond promptly and courteously to inquiries from members of the public, airport neighbors, and airport users. All media contacts will be referred to the CITY for response,

as warranted. The CONSULTANT Project Manager and other CONSULTANT staff will be as accessible as possible throughout the study. All telephone calls, emails, web-based correspondence, letters, and requests for information will be documented and handled in a professional and responsive manner. All inquiries from the public related to the SMART Program will be referred to the CITY.

Responsibilities:

The CONSULTANT will prepare responses to public inquiries and media inquiries. The CONSULTANT will maintain records of all communications and letters received by the CONSULTANT team. Full documentation of the tasks under Element 1 will be provided in the Part 150 NEM Update. These materials will be incorporated as an appendix to the final document as an indication of the extent of public participation and outreach achieved by the study.

TASK 1.6 Document the public participation process

The CONSULTANT shall document all public participation activities including dates, locations, types of outreach, attendance, and feedback received. The CONSULTANT will collect and organize all related materials such as sign-in sheets, meeting notes, and public comments. The CONSULTANT will develop public outreach plan and stakeholder database.

Responsibilities:

The CONSULTANT will develop an outreach plan that describes the specific methods for engaging with the community about the NEM update. The plan will identify outreach schedule and notification tactics, approach to community open houses, and advisory group engagement strategies. The CONSULTANT will also build and maintain a stakeholder database by utilizing existing city contact lists. The CONSULTANT will organize the database by stakeholder type and will maintain the database throughout the duration of the project and add contacts as stakeholders join the project mailing list.

Assumptions:

- The CITY will provide existing stakeholder lists
- The CITY will review all correspondence before inquiries are responded to

Deliverables:

- Outreach Plan
- Stakeholder Database
- A public participation report summarizing the public engagement efforts and including all supporting material.
- Responses to public inquiries to be included in the 14 CFR PART 150 summary reports submitted by email and, or hard copy

- Documentation of public and agency outreach for inclusion with the FAA submissions as required by 14 CFR Part 150

ELEMENT 2. DEVELOP OPERATIONAL, NOISE, AND LAND USE DATA

The success of the Part 150 NEM update depends on the development of accurate and reliable data about the airport, the community, and the noise exposure of the airport's operations on the community.

TASK 2.1 Review and Compile Existing Planning, Future Land Use, and Environmental Documents

Existing airport and local land use studies contain a great deal of relevant information about the current and future operations of the airport, and the land uses. The CONSULTANT will identify and collect relevant planning and environmental documents related to the airport and surrounding land uses. Among others, likely sources of information may include:

- 2017 Noise Exposure Map Update
- 2012 Environmental Assessment for Proposed Runway Safety Area Improvements
- 2024 California Air National Guard Environmental Impact Statement and Record of Decision
- GIS Land use maps
- Site visits
- Easements
- Windshield Survey
- Interviews

Responsibilities:

The CONSULTANT will identify, collect and review planning and environmental documents that relate to the airport, aircraft operations, and surrounding land uses.

The CITY shall assist in identifying and collecting the required information and review the list of documents collected for applicability and completeness.

Deliverables:

- Document inventory report
- Existing conditions summary
- Regulatory and policy review
- Operational noise assessment report

TASK 2.2 Identify Gaps and Inadequacies

Based on the review of documentation in Task 2.1, the CONSULTANT will evaluate the available data and prepare a technical memorandum identifying areas in which the Team will need to supplement or update that data.

Responsibilities:

The CONSULTANT will evaluate available data and prepare a technical memorandum that identifies areas in which supplemental information is required.

The CITY shall review the technical memorandum and provide timely feedback.

Deliverables:

- A technical memorandum identifying areas in which it will be necessary to supplement or update the available data.

TASK 2.3 Develop Updated Operational, Noise, and Land Use Data (Noise Analysis)

The CONSULTANT will develop updated operational noise analyses to assess the impact of increased flight activities, new aircraft types and infrastructure changes.

Responsibilities:

CONSULTANT will acquire 12 months of flight track and aircraft identification data representing a recent 12-month period of normal activity at FAT for use in noise analysis. CONSULTANT will develop all noise modeling inputs based on collected data, interviews and discussions. As appropriate under Part 150 requirements and FAA guidelines, CONSULTANT will determine any non-standard modeling requirements and develop a request to the FAA for review and approval (e.g., user-defined profiles and aircraft substitutions).

The update will adhere to all relevant FAA guidelines and industry standards for noise modeling, ensuring accurate and reliable results for planning and development purposes.

The CONSULTANT will develop a digital map of the area including noise exposure contours and associated demographic and land use information for a base year and for a five-year projection of operations, as required by 14 CFR Part 150. CONSULTANT will provide minor updating of recent land use development along with a projection of future development trends. The CONSULTANT will develop land use mapping using a Geographic Information System (GIS) allowing transfer of data by shape files. The CONSULTANT will coordinate with local planning agencies to ensure that the land uses shown for existing and future conditions are accepted by these agencies.

The CITY will review and approve:

1. Noise modeling input memorandum
2. Non-standard noise modeling request (if needed)

The CITY will submit the non-standard modeling request (if needed) to the FAA for approval.

Deliverables:

- Digital mapDraft and final memorandum of all noise modeling inputs
- Non-standard modeling request provided to the CITY for submittal to the FAA for review and approval

TASK 2.4 Update the Aviation Activity Forecast

The CONSULTANT will update the aviation activity forecasts for input into the latest version of Aviation Environmental Design Tool (AEDT). Forecasts will be developed for the years 2027 and 2032, assuming the NEM will be submitted to the FAA in 2027. In accordance with the FAA-recommended guidance for aviation forecasts, “Forecasting Aviation Activity by Airport, as well as any information FAA requires in accordance with “Forecast Review and Approval Instructions (8/2024)”, the CONSULTANT will adhere to the following process:

Step 1:

Identify Aviation Activity Parameters and Measures to Forecast. The operational forecast will involve an evaluation of the following operations: based aircraft, transient aircraft, commercial aircraft, and military operations. The forecast will contain necessary information for input into the Aviation Environmental Design Tool (AEDT) and will be broken down by aircraft category, by specific aircraft type (if the necessary information is made readily available by FAT) and by time of day (day, evening and night as defined by the Community Noise Equivalent Level or CNEL 65 dB .

Step 2:

Collect and Review Previous Airport Forecasts. Review previously approved aviation demand forecasts to determine their applicability to the existing 2027 and future 2032 conditions. This includes a review of forecasts prepared for any previous NEM Update, the NGB Environmental Impact Statement (EIS), the Environmental Assessment (EA) for the Proposed Runway 11L- 29R Runway, 2018 Master Plan Update, and FAT Terminal Expansion Program Commercial Passenger Traffic Forecasts (2021 – 2026): Preliminary Forecast Update with New Southwest Airlines Service, dated December 31, 2020, and any updates/revisions thereto. These documents will provide the basis for information contained in the updated aviation activity forecasts.

Step 3:

Gather Data. Once the CONSULTANT has determined the data requirements and identified sources for historical aviation data, the CONSULTANT will prepare an existing condition of aircraft operations using a recent 12 months of flight track and aircraft identification data obtained from a third-party vendor, and tower counts as provided in the FAA’s Operations Network (OPSNET); and

will prepare a five-year forecast condition from the existing condition that is in line with the FAA's Terminal Area Forecast (TAF). The CONSULTANT will also work with the airport sponsor to obtain any additional data that may not be currently available to the public.

Step 4:

Select Forecast Methodology. Step 4 involves the updating of aviation forecasts using several methodologies to select a preferred forecast that most accurately reflects anticipated activity. The CONSULTANT will utilize and compare the following methods and, with input and approval from the airport sponsor, determine which applies best to FAT:

1. **Regression and Trend Analysis** - This analysis assumes that operational activity is dependent upon external factors. For the FAT Forecast, the CONSULTANT will complete regression analyses involving socioeconomic factors such as per capita income and population to determine the variable(s) that has(have) the greatest correlation to aviation activity at FAT.
2. **Share Analysis** - This methodology evaluates the "historical share" of national operations that the Airport has experienced and uses this share to project its future operations based on established national forecasts.
3. **Comparison with Other Airports** - This method looks at other U.S. airports of similar size and characteristics to develop a forecast for FAT.

Step 5:

Apply Forecast Methods and Evaluate Results. Using the approved forecast methodology, the CONSULTANT will complete the forecast for each of the parameters identified in Step 1. These results will be summarized in table and narrative format, as appropriate.

Step 6:

Compare Airport Planning Forecast Results with TAF and Submit to the FAA for Review and Approval. The results of the forecast will be compared with the FAA's most recent TAF at the time when the CITY provides approval of the forecast methodology. The forecasts developed under this task will then be forwarded to the CITY to provide to the FAA, San Francisco Airports District Office (SF-ADO) for review and approval.

Responsibilities:

The CONSULTANT will prepare a preliminary draft memorandum of the aviation forecast for noise modeling purposes for the CITY to review, followed by FAA, as deemed necessary. CONSULTANT will revise the proposed forecast to address specific comments.. The CONSULTANT will recommend the aviation forecast methodology for CITY approval and provide a complete aviation forecast for noise modeling purposes for CITY and FAA review and approval.

The CITY will review and approve:

3. The aviation forecast methodology
4. The FAT aviation forecast

The CITY will submit the aviation forecast to the FAA for approval.

Deliverables:

- Memorandum recommending the aviation forecast methodology
- Draft and final aviation forecast

TASK 2.5 Conduct Aircraft Noise Measurement Program and Obtain Aircraft Flight Track Data

The CONSULTANT will conduct noise measurements at selected locations in the airport environs to provide information on the noise levels of individual aircraft operations. Measurements will also be used to determine significant non-aircraft noise sources and background noise levels in the study area and will be used to check computer predictions of aircraft noise exposure.

CONSULTANT will recommend up to eight (8) potential measurement areas with final selection coming from discussions and approval from the CITY. The measurements will be conducted by CONSULTANT over an approximately one-week period of normal to high activity, based on historical traffic data. CONSULTANT will measure noise levels at up to eight (8) sites, four (4) of which will be primary sites with measurements lasting approximately seven (7) complete 24-hour days at each location. Measurements at secondary sites will be conducted for shorter periods. During the measurement period CONSULTANT observers will note flight paths and aircraft operations. Flight track and the associated aircraft identification data for up to 14 days will be requested from the FAA or third-party provider and analyzed.

Responsibilities:

The CONSULTANT will conduct an aircraft noise measurement program to compare the measured levels to the noise modeling results and observe flight paths and aircraft operations at FAT. The CONSULTANT will obtain and analyze up to seven (7) days of FAT flight track and aircraft identification data in conjunction with the noise measurement period to facilitate matching aircraft to measured noise events.

Deliverables:

The noise measurement methodology, locations and results; observations; and noise measurement results memorandum.

TASK 2.6 Evaluate Status of Noise Compatibility Program (NCP) Implementation

The CONSULTANT will summarize the status of the measures and elements in the 2008 Record of Approval for the NCP. This information will be acquired during the interviews discussed in Task 2.3 and additional conference calls with the CITY, as necessary, will be limited to qualitative discussion of their implementation status.

Responsibilities:

The CONSULTANT will review each approved NCP element and assess the status for conclusion in the NEM Update. Develop an executive summary handout, or brochure for final report.

The CITY will review the summary memorandum and provide concurrence with the documented status of each NCP measure.

Deliverables:

- Draft and final memorandum describing the status of each NCP element contained in the preceding NCP
- CONSULTANT will provide an executive summary handout, or brochure for final report

TASK 2.7 Prepare Aircraft Noise Exposure Contours

CONSULTANT will develop both CNEL (Community Noise Equivalent Level) and DNL (Day-Night Average Sound Level) contours. The contours will be generated using the FAA-approved Aviation Environmental Design Tool (AEDT) and presented in increments of 5 dB, ranging from CNEL 60 dB to CNEL 75 dB. The CNEL and DNL 60 dB contours will be clearly identified with the label “for informational purposes only,” in accordance with FAA requirements. The CONSULTANT will include the specification of land use compatibility up to the CNEL 65 dB contour and the DNL 65 dB contour .

The CONSULTANT will develop base year (assumed 2027) and forecast year (assumed 2032) aircraft noise exposure contour sets based on a planned 2027 NEM submission. In addition, the CONSULTANT will develop a land use base map with up-to-date information, conduct interviews of various airport stakeholders and users, and analyze noise complaints.

Deliverables:

- Updated CNEL and DNL contour maps
- Aircraft noise exposure contour sets for 2027 and 2032
- Updated Base map

Note:

The CNEL 60 dB contour is intended for disclosure purposes only. The CNEL and DNL 60 dB will be displayed in the contour sets using dashed lines (or other distinguishing line types) and labeled as '(Disclosure Purposes Only)' to differentiate them from the primary contour levels.

ELEMENT 3. PART 150 NEM UPDATE

The CONSULTANT will prepare the draft document for review, incorporating any feedback received, and submitting the final version upon completion of review process.

TASK 3.1 Draft NEM Update- Support Document

The CONSULTANT will provide a draft document in support of the NEM update which includes draft materials and analysis prepared under Elements 1-2. This will also include the preparation of the FAA's Part 150 NEM checklist. The CONSULTANT will meet with the CITY via virtual meeting or conference call to discuss comments. The CONSULTANT will prepare a revised draft and, with CITY approval, submit it to the FAA for review and comment. The CONSULTANT and the CITY will meet with the FAA via virtual meeting or conference call to discuss FAA comments prior to release of the document to the public for review. The CONSULTANT will arrange for distribution using a list developed in consultation with the CITY.

Responsibilities:

The CONSULTANT will prepare an electronic version of the preliminary and secondary draft document. The CONSULTANT shall include an executive summary at the beginning of the report, before the table of contents, to provide a clear overview of the key points and findings. Following resolution of any FAA comments, the CONSULTANT will prepare (5) hard copies of the document for public review. The CONSULTANT will prepare an accessible electronic version of the document for posting on the project's website. Full documentation of the tasks under Element 1 will be provided in the Part 150 NEM Update. These materials will be incorporated as an appendix to the final document as an indication of the extent of public participation and outreach achieved by the study.

The CITY shall review the preliminary and secondary draft documents.

The FAA shall review the secondary draft document.

Deliverables:

- The first preliminary draft of the supporting document submitted as an electronic file in Word Document format
- The second preliminary draft submitted as an electronic file Word document format for FAA review
- The final document in accessible PDF format and up to (5) hard copies for public review

TASK 3.2 Prepare Final NEM Update

Following resolution of any comments received on the Draft NEM Update, the CONSULTANT will prepare a final NEM Update.

Responsibilities:

The CONSULTANT will prepare a complete NEM update packet

The CITY shall review and approve the NEM Update. A certification by the CITY validating the contours is required prior to submitting the NEM Update to the FAA.

The FAA shall review the NEM Update and accept the document if it meets FAA requirements as provided in 14 CFR Part 150. The FAA will provide a letter to the CITY once they find the NEM Update is acceptable.

Deliverable:

- Final NEM Update in both accessible electronic and (5) hard-copy formats

ELEMENT 4. EVALUATE EXISTING AND POTENTIAL AIRPORT NOISE MITIGATION

The CITY currently administers a Residential Sound Insulation Program (RSIP) at FAT, known locally as the SMART Program. As a result of the possible changes to the NEMs the CONSULTANT will complete the following tasks to ensure the CITY appropriately continues noise mitigation.

TASK 4.1 Compare the updated NEM with the previous NEM Responsibilities

The CONSULTANT will compare the results of the noncompatible land uses within the updated NEM with the prior results from the previous NEM.

Deliverable:

- A written summary of the differences between the current and previous NEM along with up to two graphics showing the differences in the noncompatible land uses

TASK 4.2 Review effectiveness of noise mitigation Implementation

Responsibilities:

The CONSULTANT will review all NCP noise mitigation measures. The review shall evaluate the current status and implementation of each measure and whether or not it was an FAA-approved noise mitigation measure of the preceding NCP update.

Deliverables:

- Summary of review incorporated in the memorandum provided in Task 4.2.

TASK 4.3 Determine potential need for updating the NCP

Responsibilities:

The CONSULTANT will determine whether, according to FAA guidelines in 14 CFR Part 150, the CITY should update the FAT NCP. Three possible outcomes from this task are:

1. A recommendation that the CITY complete a full update to the NCP
2. A recommendation that the CITY complete a strategic update to NCP measures
3. A recommendation that no changes are required to the NCP currently

Assumptions:

- If the CITY elects to pursue an NCP update, an additional scope of work and contract will be required.
- The CITY will review the memorandum, provide suggested edits, and determine whether to pursue an update to the FAT NCP.

Deliverables:

- Draft memorandum with recommendations
- Final memorandum presenting the results and recommendations from Tasks 4.1 and 4.2

Exhibit B
INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

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

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

4. EMPLOYER'S LIABILITY:

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

5. PROFESSIONAL LIABILITY (Errors and Omissions):

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.
5. 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 (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

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

CLAIMS-MADE POLICIES

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

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

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, 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.

SUBCONTRACTORS

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

**EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Consultant Service Agreement between City of Fresno (City)
and Harris Miller Miller and Hanson, INC (Consultant)**

**Development of a 14 CFR Part 150 Airport Noise Compatibility Planning Noise
Exposure Map (NEM) Update at Fresno Yosemite International Airport (FAT)**

		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.

D. Wasiuk
Signature

5/4/2026
Date

Diana B. Wasiuk
(Name)

Harris Miller Miller & Hanson Inc.
(Company)

700 District Avenue, Suite 800
(Address)

Burlington, MA 01803
(City, State Zip)

EXHIBIT D
ASSURANCES

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

[Project Name]

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. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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

H. RIGHTS TO INVENTIONS

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

I. TRADE RESTRICTION CLAUSE

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

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

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

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

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

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

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

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

J. BAN ON TEXTING AND DRIVING

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

K. COPELAND "ANTI-KICKBACK" ACT

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

L. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The

prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete; Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less

than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

M. ENERGY CONSERVATION REQUIREMENTS

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

N. FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

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

A. TERMINATION OF CONTRACT

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

B. AFFIRMATIVE ACTION

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established

in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

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

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

C. EQUAL OPPORTUNITY CLAUSE

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or

order of the Secretary of Labor, or as otherwise provided by law.

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

**D. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority; "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

c. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

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

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

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to

achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

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

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

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union,

a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

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

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

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

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

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

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

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

contractor's workforce.

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

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

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

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

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

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

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

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

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing.

E. PROHIBITION OF SEGREGATED FACILITIES

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

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

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

F. PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA- designated products if the contractor can demonstrate the item is:

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

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

A. CERTIFICATIONS REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

A. BREACH OF CONTRACT TERMS

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

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

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

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 \$150,000 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 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 than 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.

5/4/2026

Date



Signature

Harris Miller Miller & Hanson Inc.

Company Name

President and CEO

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 than 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.

5/4/2026

Date



Signature

Harris Miller Miller & Hanson Inc.

Company Name

President and CEO

Title