

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

THIS AGREEMENT is made and entered into effective the ____ day of January 2022, by and between the CITY OF FRESNO, a California municipal corporation (CITY"), and BSK Associates, (CONSULTANT).

RECITALS

WHEREAS, CITY desires to obtain professional environmental services for Fresno Yosemite International Airport - Site Investigation for Per-and Polyfluoroalkyl Substances, (Project); and

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

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

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

AGREEMENT

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

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

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through March 1, 2024, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Three

Hundred and Sixty Two Thousand, Seven Hundred and Seventy Six Dollars (\$362,776). Such fee includes all expenses incurred by CONSULTANT in performance of the services.

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

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

4. Termination, Remedies and Force Majeure.

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

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

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

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

breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

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

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

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

9. Conflict of Interest and Non-Solicitation.

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

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance

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

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

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

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

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

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

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

(a) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid

Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

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

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

11. General Terms and Federal Assurances.

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

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

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

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

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

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

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

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

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

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

13. Independent Contractor.

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

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

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

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

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

16. Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____

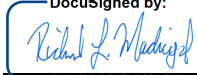
Airports Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____

Deputy

No signature of City Attorney required.
Standard Document #FYI-S 16.0 has
been used without modification, as
certified by the undersigned.

By:  12/13/2021
DocuSigned by: Richard L. Madrigal

Richard L. Madrigal
Airports Projects Supervisor
Airports Department

REVIEWED BY:  12/13/2021
DocuSigned by: Mark W. Davis

Mark W. Davis, Airports Planning
Manager
Airports Department

Addresses:

CITY:

City of Fresno

Attention: Richard L. Madrigal,

Airports Projects Supervisor

4995 E. Clinton Way

Fresno, CA 93727

Phone: (559) 621-4528

FAX: (559)

Attachments:

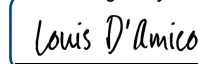
1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

BSK Associates,
a California Corporation

By:  12/10/2021
DocuSigned by: Richard Johnson

Name: Richard Johnson, PG

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

By:  12/10/2021
DocuSigned by: Louise D'Amico

Name: Louise D'Amico

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

Any Applicable Professional License:

Number: _____

Name: _____

Date of Issuance: _____

CONSULTANT:

BSK Associates

Attention: Sarah Stephenson, PE,

Senior Engineer

550 W. Locust Ave

Fresno, CA 93650

Phone: 559 497-2880

FAX:

4. Exhibit D – Assurances

Exhibit A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (“CITY”) and BSK Associates (“CONSULTANT”)

**Fresno Yosemite International Airport - Site Investigation for Per-and Polyfluoroalkyl
(PFAS Work Plan)
PROJECT TITLE**

PROJECT UNDERSTANDING

BSK prepared and submitted a Workplan for a Preliminary Site Investigation (SI) of PFAS impacts (Workplan) in response to FYI’s receipt of California Water Code Section 13267 Order WQ 2019-0005-DWQ (Order) for the Determination of the Presence of PFAS based on its past use of Aqueous Film-Forming Foam (AFFF) fire-fighting compounds on March 20, 2019. The Workplan included a Sampling and Analysis Plan (SAP) for compounds and parameters specified in the Order, which details the field Quality Assurance (QA) and Quality Control (QC) procedures to be implemented. This Proposal provides estimated fees to implement the Workplan and SAP.

The March 20, 2019 Order required that a Workplan for a one-time preliminary site investigation (SI) of PFAS impacts be submitted to the Central Valley Regional Water Quality Control Board (RWQCB) by May 19, 2019. The California Airports Council (CAC) requested an extension to the compliance deadlines stated in the Order on April 23, 2019. The SWRCB granted an extension of 60 additional days to the original Workplan due date for Small-Hub and Non-Hub airports. FYI is considered a Small Hub airport.

An initial Workplan for Preliminary SI for PFAS impacts at FYI was submitted to the RWQCB for review on July 3, 2019. The RWQCB issued a letter dated October 8, 2019 in response to the July 2019 Workplan. The RWQCB letter requested a revised Workplan be prepared to include additional investigation activities at known PFAS releases on paved surfaces, sampling at known storage areas, and an investigation of the sanitary sewer and storm water systems.

On December 5, 2019, BSK submitted a Final Workplan for a Preliminary SI for PFAS in response to the SWRCB’s March 20, 2019 Order letter and the RWQCB’s October 8, 2019 letter. In addition, based on phone conversations between BSK and RWQCB staff on January 9 and 22, 2020, BSK sent an email on January 22, 2020, proposing minor modifications to the Work Plan scope. The email included two maps showing revised boring locations at Potential Release Areas (PRAs) 6 and 7 and a request to limit shallow soil boring depths to 10 feet below ground surface (bgs) instead of the original proposed depth of 15 feet bgs. Soil samples would still be collected at proposed depths of 1 foot bgs, 5 feet bgs, and 10 feet bgs.

The Final Workplan was conditionally approved, with some comments by RWQCB, in a letter dated February 10, 2020. The comments are as follows:

- In order to address possible preferential pathways in PRA 6 and PRA 7, soil borings should be

drilled at seams between the hangar floors and surrounding paved areas outside the hangar. In addition, as-built construction diagrams for the floor drain system at PRA 6 should be reviewed and additional boring drilled adjacent any piping associated with the floor drain system. The final discharge point of the floor drains should be determined and soil or sediment samples should be collected to determine if PFAS-containing materials are present.

- Given fluctuations in groundwater elevation during recent years, permanent monitoring wells should be constructed with the top of screen greater than 5 feet above the current water table. Contact RWQCB staff for concurrence with any revised well construction schedule.

SCOPE OF WORK

The following thirteen (13) Potential Release Areas (PRAs) have been identified at FYI based on historical use of AFFF in those areas:

1. A former Marine base located on the northeast side of the modern runway ("Old Marine Base")
2. A paved air cargo apron ("Air Cargo Apron")
3. A 6-acre unpaved area located on the northeast side of Taxiway C that collected discharge from the Former Fire Training Area (referred to as "Future Air Cargo Apron")
4. An empty field near the northwest end of the runway ("Northeastern Empty Field")
5. An empty field near the southwest corner of the runway ("Western Empty Field")
6. An aircraft hangar on the southwest side of the runway occupied by Signature Tech ("Signature Tech Hangar")
7. An aircraft hangar and office facility occupied by Signature Flight Support ("Signature Hangar")
8. An apron adjacent to a series of hangars along the southwest side of the runway where foam training has been conducted ("General Aviation Apron")
9. Fire Station No. 10 and the adjoining runway apron ("Fire Station No. 10")
10. A vacant field historically used for fire response training ("Southeastern Empty Field")
11. A runoff retention basin located to the west of the California Air National Guard (CANG) Base ("Retention Basin")
12. An aircraft hangar facility located on the east side of the airport occupied by SkyWest Airlines ("P3 Hangar")
13. The northwest end of Runway 11L/29R

Locations and descriptions of the thirteen PRAs are provided in BSK's Final Workplan dated December 5, 2019.

Objectives of the Preliminary SI are to:

- Assess for the potential impacts of PFAS compounds in Site soil and groundwater at PRAs where AFFF or other PFAS compounds were disposed of, discharged to, spilled, or released.

The proposed work is organized into the following tasks:

Task 1: Pre-Field Activities: Project Management, Planning, Logistics, and Permitting

Task 1 consists of pre-field activities and project planning for logistical considerations. The following pre-field activities will be performed prior to initiating the field investigation: project management; acquisition of drilling permits; preparation of a Site-Specific Health and Safety Plan (HASP); site coordination; utility markout; and collection of up to four source water samples for PFAS analysis.

Pre-field activities include the following activities:

Permits

Test boring/monitoring well permits are required by City of Fresno and Fresno County Environmental Health Department (FCEHD). Well permit applications will be completed and a well permits obtained for each proposed monitoring well soil boring prior to drilling.

Federal Aviation Administration (FAA) Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) notices will be submitted to FAA for approval prior to drilling activities. BSK assumes that there will be no charge from FAA for drilling activities.

Health and Safety Plan

A Site-Specific Health and Safety Plan (HASP) will be developed prior to field investigative tasks. The HASP will address safety considerations for all proposed work including physical and chemical hazards, monitoring procedures and action levels, site control procedures, accident prevention, emergency procedures and contacts, and a map of the routes to the nearest urgent and emergency care facilities.

Source Water Sampling

A water quality source will be sampled and tested to identify an on-Site source of PFAS-free potable water for equipment decontamination during field activities. BSK will work with the City to identify the best water source (likely a hydrant or faucet with a City of Fresno municipal water supply) to sample and analyzed. Additional water supply sources may need to be sampled and analysed, if elevated PFAS detections are reported in the initial sources sampled and tested.

Site Coordination

Prior to Site mobilization, BSK will prepare a list of BSK field personnel, subcontractor, and vehicles that will be provided to FYI for access coordination.

Utility Markout

Prior to drilling, BSK will conduct the following activities:

1. Coordinate with FYI personnel and review available site drawings to identify locations of subsurface private utilities.
2. Mark proposed drilling locations in white paint and notify Underground Services Alert (USA) North in order to initiate a ticket for marking out of public utilities.

Task 2: Field Investigation

Field investigation tasks are summarized below.

Private Utility Locating

At the commencement of field activities prior to drilling, BSK will conduct the following activities:

1. Conduct a private utility locating survey with a subcontracted utility locator service.
2. Use a hand auger to drill the upper 5 feet of boring. If deemed necessary by FYI, an air knife rig will be used to excavate a 10-foot deep pilot boring next to any proposed boring locations that may be located in the vicinity of deep underground utilities. This proposal does not include fees for optional air knife services.

Soil Boring Installation and Subsurface Soil Sample Collection

Soil borings will include shallow borings for soil sample collection for chemical analysis of subsurface soil samples (estimated 10 ft depth) and deep soil borings for monitoring well installation (estimated 140 foot depths). Shallow soil borings will be drilled using Direct Push Technology (DPT). Test holes for monitoring well boreholes will be drilled using a Hollow Stem Auger (HSA) drilling rig. A Global Positioning System (GPS) device will be used to record locations of each soil boring. Geographic coordinates data will meet the minimum requirements for survey data summarized in the document titled "GeoTracker Survey XYZ, Well Data, and Site Map Guidelines & Restrictions, Electronic Deliverable Format and Data Dictionary" (April 2005, Revision 1).

Subsurface soil samples collected with a DPT drilling rig will be recovered inside acetate core sleeves. Soil cores will be opened after retrieval and subsurface soil samples will be logged during drilling according to ASTM D2487-17, the Unified Soil Classification System (USCS). Hand-augered borings to estimated depths of 10 ft bgs will be drilled for subsurface soil sample collection at PRA 11 (Retention Pond) due to drilling rig accessibility issues and at PRA 13 (Runway) due to air traffic at that location. Subsurface soil samples collected during drilling of the monitoring well borings with an HSA drilling rig will be collected at standard

5-foot intervals to a depth of 50 feet and at 10-ft intervals from 50 to 140 ft bgs for classification and observations using a Standard Penetration Test (SPT) or spoon type sampler. A Modified California sampler and new stainless steel sample sleeves will be utilized at the following approximate depth intervals proposed for collection of all subsurface soil samples for chemical analyses:

- 1 ft bgs or directly beneath pavement, if present
- 5.0 ft bgs
- 10.0 ft bgs

Monitoring Well Construction and Groundwater Sampling

Groundwater at the Site is anticipated to occur at approximately 125 ft bgs. Temporary wells (TWs) will be constructed at PRAs 1, 3, 4, and 5. Because of the proximity of PRAs 10 and 11 to the California Air National Guard (CANG) facility and the reported groundwater impacts by PFAS at the CANG facility, permanent monitoring wells will be constructed at PRAs 10 and 11.

TWs will be constructed of approximately 120 ft of threaded, blank, 2-inch diameter, Schedule 40 (SCH 40) polyvinyl chloride (PVC) with an approximately 10-ft pre-packed well screen connected to the end of the blank pipe. The pre-packed well screens would consist of a 2-inch diameter SCH 40 PVC slotted well screen pipe surrounded by stainless-steel mesh with filter pack sand around the slotted PVC well screen. New, dedicated pre-packed well screens and PVC blank pipe will be used for each of the four TWs.

Permanent monitoring wells (MWs) will be constructed of approximately 120 ft of 2-inch diameter, Schedule 40 (SCH 40) polyvinyl chloride (PVC) flush-joint, threaded blank casing and a 30-ft screened interval extending from approximately 120 to 150 ft bgs. Length of screen interval is subjected to change based on the RWQCB February 2020 letter noted above. The top of each well casing will be covered with a locking watertight plug and a threaded PVC plug will be installed at the bottom of each well.

Water and dust-resistant steel traffic-rated vaults will be placed over the well casing. The vaults will be set in place with a concrete skirt that is completed at a minimum height of one inch above the surrounding grade. The top of each permanent monitoring well casing will be surveyed by a California licensed land surveyor after installation and development. The survey will provide top-of-well casing reference point elevations to establish the groundwater flow direction and gradient beneath the Site.

Soil Boring Abandonment

TWs will be removed and completed test holes will be sealed with cement-bentonite grout. Paved surfaces will be patched with cold patch or cement.

Investigation-Derived Wastes

Investigation-Derived Wastes (IDW) will consist of equipment rinsate (water-detergent mixture, pressure-washing fluids), discarded acetate soil core sleeves and soils not submitted for chemical analysis, drill cuttings, used temporary monitoring well materials, and discarded personal protective equipment. Drill cuttings generated during construction of the two permanent monitoring wells will be contained in Roll-off bins and staged on site at an approved location pending results of soil IDW profile samples. Equipment rinsate and development purge water will be containerized during drilling activities in the drilling contractor's trailer-mounted portable polyethylene tank and then transferred from the poly tank, drummed, labeled, and staged on Site at an approved location pending results of water IDW profile samples. IDW will be sampled as a separate effort after soil and groundwater analytical results are available and in conjunction with IDW off-site transportation and disposal. Therefore, cost associated with sampling, transportation, and disposal are not included in this proposal.

Task 3: Chemical Analyses of Subsurface Soil and Groundwater Samples

An on-Site public water source(s), likely a hydrant and/or water tap with a City of Fresno municipal water supply will be sampled and tested prior to field activities in order to identify an on-Site source of PFAS-free (potable) water. It is anticipated that two or more public water supply samples will be submitted to BSK Analytical Laboratories and analyzed for:

- 23 mandatory PFAS compounds by Modified US EPA Method 537.1
- 4 additional PFAS compounds by Modified US EPA Method 537.1

Soil samples will be analyzed for the 23 mandatory and 4 additional PFAS compounds by Modified United States Environmental Protection Agency (US EPA) Method 537.1. Chemical analysis will be in accordance with the requirements set forth in the SWRCB Water Code Section 13267 Order for the Determination of the Presence of Per- and Polyfluoroalkyl Substances Order WQ 2019-0005-DWQ (Order) Attachment 2 Table 1.

Groundwater samples will be analyzed for:

- 23 mandatory PFAS compounds by Modified US EPA Method 537.1
- 4 additional PFAS compounds by Modified US EPA Method 537.1
- Total Dissolved Solids (TDS) by Standard Method (SM) 2540C
- Chloride, Nitrate-Nitrogen, Sulfate by EPA 300.0
- Carbonate and Bicarbonate by SM 2320B
- Calcium, Magnesium, Potassium, and Sodium by EPA 200.7

Chemical analysis will be in accordance with the requirements set forth in the State Water Resources Control Board (SWRCB) Water Code Section 13267 Order for the Determination of the Presence of Per- and Polyfluoroalkyl Substances Order WQ 2019-0005-DWQ (Order) Attachment 2 Table 1 and the final

Appendix A – Sampling and Analysis Plan (SAP) dated December 5, 2019, which was included in the Work Plan.

Quality Assurance / Quality Control (QA/QC) samples will be submitted per the Sampling and Analysis Plan (SAP), included in the Final Workplan.

The following estimated numbers of samples will be chemically analyzed:

- Public Water Supply: 4
- Soil: 147
- Soil Duplicates: 15 (10% of estimated soil samples collected)
- Groundwater: 6
- Groundwater Duplicates: 6 (1 per PRA)
- QA/QC: 45 (1 set of 3 QA/QC per estimated day)

Proposed sample analyses are listed in **Table 2**.

Table 2. Proposed Sample Analyses

Analytical Parameter	Medium	Number of Samples
PFAS EPA 537.1	Water	4
PFAS EPA 537.1	Groundwater	6
PFAS EPA 537.1	Groundwater Duplicates	6
PFAS EPA 537.1	Soil	147
PFAS EPA 537.1	Soil Duplicates	15
PFAS EPA 537.1	QA/QC (water)	48
SM 2540C	Groundwater	6
EPA 300.0	Groundwater	6
SM 2320B	Groundwater	6
EPA 200.7	Groundwater	6

IDW samples are not included in this proposal. IDW will be sampled as a separate effort after sample soil and groundwater analytical results are available and in conjunction with IDW off-site transportation and disposal.

Task 4: Report

The Preliminary SI Report (Report) will contain the following information:

- A description of the sampling activities
- A description of any deviations from the Workplan and rationale, if necessary.
- A summary table of analytical results
- Chain-of-Custody documentation
- Field sampling logs
- Test boring logs and any temporary monitoring well construction details

- Site maps showing the sampling/monitoring locations
- Laboratory analytical results of the monitored media

The Report will bear the signature, stamp, and contact information for the California-licensed Professional Geologist (PG) and/or Professional Engineer (PE) who directed the investigation and/or prepared the Report. The Report will be submitted in a searchable electronic format and will include a transmittal letter, text, tables, figures, and appendices (laboratory analytical data, copies of drilling logs and field records) in Portable Document Format (PDF) and Electronic Data Deliverable (EDD) format.

SCHEDULE

BSK estimates that procurement of FAA permits could take six (6) to twelve (12) weeks after submittal of permit applications. The drilling contractor will be tentatively scheduled pending approval of all permitting applications. Field activities are expected to have a duration of three (3) weeks. The estimated turnaround time for laboratory analyses is three (3) weeks after samples are received by the laboratory. A Site Investigation Report will be submitted to the RWQCB within six (6) weeks after receipt of all analytical results.

ESTIMATED FEES

BSK's revised estimated fee to conduct the Preliminary Site Investigation is **\$362,776**. Modification to the proposed scope of services due to additional regulatory requirements, field conditions or other reasons may affect the actual fees. Invoices will be based on the actual amount of work performed and provided on a monthly basis until billed in full. Invoices will be emailed and mailed to the Client, Fresno Yosemite International Airport, via Mr. Richard Madrigal, Airports Project Supervisor, at Richard.Madrigal@Fresno.gov, with a street address of 4995 E. Clinton Way, Fresno, California 93727.

ASSUMPTIONS

This proposal and cost estimate were prepared based on the following assumptions:

- BSK assumes that all personnel (subcontractor and BSK personnel) will be subject to Prevailing Wage (PW) labor rates.
- FYI will provide BSK with electronic versions of facility plans showing buildings, roads, runways/flight lines, underground utility maps; site drainage and stormwater maps; and topographic and boundary survey if available.
- If the City of Fresno, Fresno County, the FAA or any other permitting agency stipulates approval is conditional, the added measures to address the conditional proposal will be provided at an added cost following Client approval to do so.
- An air knife will not be necessary for utility clearance. This proposal does not include fees for optional air knife services.
- This proposal assumes that there will be no charge from FCEHD for monitoring well permits.

Should monitoring well permit fees be required, they will be billed at cost plus a 10% markup.

- This proposal assumes that there will be one permit fee and up to 4 inspection fees from the City of Fresno. Should additional permits or inspections be required, they will be billed at cost plus a 10% markup.
- This proposal assumes that there will be no charge from the FAA for drilling permits. Should permit fees be required, they will be billed at cost plus a 10% markup.
- IDW samples are not included in this proposal. IDW will be sampled as a separate effort after sample soil and groundwater analytical results are available and in conjunction with IDW off-site transportation and disposal.
- A draft report will not be prepared for client review and pre-approval except at an added charge. A final report will be submitted in electronic (PDF) format. This proposed fee does not include report revisions due to agency requests or scope changes.
- Estimated fees do not include evaluation of data related to the California Air National Guard site.
- Estimated fees do not include conference calls or meetings other than those specifically noted.
- Additional scope of work, if required by regulatory agencies, is not included in the estimated fees.
- If based on our report it becomes necessary to respond by any means (e.g., formal letter, email, meetings, telephone, revised report, etc.) to the RWQCB or any other party (e.g., attorneys, etc.), BSK will do so following your added authorization to do so. Typographical errors etc. on the behalf of BSK do not apply and will be done at no charge.
- If additional water supply samples and analyses are needed due to elevated PFAS detections, we will contact FYI for additional authorization.

LIMITATIONS

BSK's services will be performed in a manner consistent with the level of care and skill ordinarily exercised by other professionals practicing in the same locale and under similar circumstances at the time of work is performed. No other warranty, either express or implied, is included.

Exhibit B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno ("CITY")
and BSK Associates ("CONSULTANT")
Fresno Yosemite International Airport - Site Investigation for Per-and
Polyfluoroalkyl (PFAS Work Plan)
PROJECT TITLE**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

1. COMMERCIAL GENERAL LIABILITY:

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by

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

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

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

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

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

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

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

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

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

SUBCONTRACTORS

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

VERIFICATION OF COVERAGE

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

Exhibit C
DISCLOSURE OF CONFLICT OF INTEREST
Consultant Service Agreement between City of Fresno ("CITY")
and BSK Associates ("CONSULTANT")
Fresno Yosemite International Airport - Site Investigation for Per-and
Polyfluoroalkyl (PFAS Work Plan)

		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? None Known	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno? None Known	<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? None Known	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: #3 - BSK has been in business
in Fresno since 1966. Since that time, BSK
has worked for the City on likely hundreds
of projects and have also done business likely
with hundreds of clients who work with the
City. However, no known conflicts of interest
exist.

* Additional page(s) attached.

DocuSigned by:
On Man Lau
 2BAC6E4CEAC340D...
 Signature
 12/13/2021
 Date
On Man Lau, PE, GE
 (name)
BSK Associates
 (company)
550 West Locust Avenue
 (address)
Fresno, California 93650
 (city state zip)

Exhibit D**ASSURANCES**

**Consultant Service Agreement between City of Fresno ("CITY")
and BSK Associates ("CONSULTANT")
Fresno Yosemite International Airport - Site Investigation for Per-and
Polyfluoroalkyl (PFAS Work Plan)
PROJECT TITLE**

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

PROVISIONS APPLICABLE TO ALL CONTRACTS

A. 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.

B. CIVIL RIGHTS ACT OF 1964, TITLE VI

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

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

or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

A. Withholding payments to the contractor under the contract until the contractor complies; and/or

B. Cancelling, terminating, or suspending a contract, in whole or in part.

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

7. Clauses For Deeds Transferring United States Property:

Please note: The following clauses shall be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or

granting interest therein from the United States, pursuant to the provisions of the Airport Improvement Program grant assurances:

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the CITY will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), for the (***Airport Improvement Program or other program for which land is transferred***), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the CITY all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (***Exhibit A attached hereto or other exhibit describing the transferred property***) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto CITY and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***Title of Sponsor***), its successors and assigns.

The CITY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the CITY will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the

Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

8. Clauses For Transfer Of Real Property Acquired Or Improved Under The Activity, Facility, Or Program:

Please note: The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Airports department of the CITY, pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases, add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the CITY will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the CITY will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and

facilities will there upon revert to and vest in and become the absolute property of the CITY and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

9. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program:

Please note: The following clauses shall be included in deeds, licenses, permits, or similar instruments/agreements entered into by the CITY pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the CITY will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the CITY will there upon revert to and vest in and become the absolute property of the CITY and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

10. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

C. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

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

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

D. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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