

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

This Agreement is made and entered into, effective \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and CSDA DESIGN GROUP, a California Corporation (Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional consultant services for Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program, AIP 3-06-0091 (Project); and

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

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

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

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

**AGREEMENT**

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or July 1, 2025, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 1,000 consecutive calendar days from such authorization to proceed.

3. Compensation.

- (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Nine Hundred Fifty Eight Thousand, Seven Hundred Seventy One Dollars and Fifty Five Cents (\$958,771.55). Such fee includes all expenses incurred by the Consultant in performance of the services.
- (b) Detailed statements shall be rendered monthly and will be payable in the normal course of City business.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. the Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional

insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any the City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. the Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

- (f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
  - (g) This Section 9 shall survive expiration or termination of this Agreement.
- 10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:
  - (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
  - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
  - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.
- 11. General Terms and Federal Assurances.
  - (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.
  - (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
  - (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the

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

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

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

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



regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

13. Independent Contractor.

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

employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

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

interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

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

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

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

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

CITY OF FRESNO,  
a California municipal corporation

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

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

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

By: DocuSigned by: Elodia Cavazos 5/26/2022  
Elodia Cavazos  
Acoustical Program Coordinator  
Airports Department

REVIEWED BY: DocuSigned by: Mark Davis 5/26/2022  
Mark W. Davis, Airports Planning Manager  
Airports Department

Addresses:  
CITY:  
City of Fresno  
Attention: Elodia Cavazos,  
Acoustical Program Coordinator  
4995 E. Clinton Way  
Fresno, CA 93727  
Phone: (559) 621-4506  
FAX: (559) 251-4825  
E-mail: elodia.cavazos@fresno.gov

CSDA DESIGN GROUP,  
a California Corporation

By: DocuSigned by: Randy Waldeck 5/26/2022  
Name: Randy Waldeck

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

By: DocuSigned by: Anissa Wong 5/26/2022  
Name: Anissa K. Wong

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

Any Applicable Professional License:  
Number: M34245  
Name: Mechanical Engineer  
Date of Issuance: 7/31/2008

CONSULTANT:  
CSDA Design Group  
Attention: Randay Waldeck,  
Principal  
364 Bush Street, Second Floor  
San Francisco, CA 94104  
Phone: (415) 321-1145  
FAX: (415) 693-9830  
E-mail: rwaldeck@csdadesigngroup.com



Attachments:

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

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **Consultant Service Agreement between City of Fresno (“CITY”) and CSDA Design Group (“CONSULTANT”) Fresno Yosemite International Noise Compatibility Program AIP 3-06-0087-91**

### **Scope of Work**

**for**

### **Sixty (60) Homes**

The following Scope of Work (SOW) is intended to describe the services required to provide design and construction administration services to sound insulate sixty (60) single-family homes impacted by noise from Fresno-Yosemite International Airport. The services provided are a continuation of the Residential Sound Insulation measures contained in the Part 150 Noise Compatibility Program (NCP) for Fresno Yosemite International Airport (Airport). The scope of work will require comprehensive program planning, public outreach, acoustic testing, design, and construction administration for the modification of single-family homes in the vicinity of FAT within the 65 CNEL contour as depicted on the 2022 Noise Exposure Map. The work will be performed as AIP funding becomes available in bid groups of homes (the size of each bid group), as determined by the Airport. The tasks associated with the work are intended to meet the needs of the program and are grant eligible expenses as defined by the FAA. At a minimum the detailed scope of work should include, but is not limited to, the following:

#### **Program Planning and Outreach**

- Evaluate the expected level of grant funding and develop a phase schedule.
- Meet with Building Department, confirm applicable code editions and submittal requirements for permitting.
- Review and update the Program Policies and Procedures as required.
- Provide technical assistance for the program and participate in meetings with the community, contractors, property owners, tenants and FAA as required.
- Assist Program Coordinator with outreach.

#### **Acoustical Services / Pre-Design**

- Schedule and conduct an “Initial Home Survey” of 60 properties for the purpose of determining if there are life-safety or other issues which would preclude participation in the SMART Program.
- Schedule and conduct pre-construction acoustic testing at ten (10) properties in accordance with FAA guidelines in order to determine eligibility. (Note: Pre-construction testing levels are based on 30% of 60 homes. 10 homes have already been acoustically tested. Testing an additional ten homes brings the total to 20 or 30% of the homes in this phase.)



- Provide acoustical measurement analysis and eligibility results reports to Airport.
- Perform noise modeling to estimate how the proposed acoustical treatments will perform and verify the resultant interior noise levels will meet FAA goals. If acoustical treatments in addition to windows and doors are required, present the data to the FAA to justify eligibility for additional acoustical treatments.
- Update field survey templates and acoustical datasheets as required.

### **Design**

- Provide project management, coordination and administration of design services.
- Provide Architectural, Acoustic, Mechanical, Electrical, and Hazardous Material related design services as required.
- Schedule and participate in surveys of the eligible residences to assess and document existing conditions as they relate to the installation of acoustical treatments and mechanical-electrical equipment.
- Schedule and conduct hazardous materials surveys of all participating homes. Process samples and provide reports to be included in the bid documents.
- Inspect and document possible unsafe and/or unpermitted modifications to the structure. Notify Airport of possible unsafe and/or unpermitted modifications to the structure.
- Prepare background drawings of the building, site and floor plans.
- Conduct weekly design meetings internally with sub-consultants.
- Prepare construction documents as necessary and in accordance with FAA, federal, state, local government, local agency and utility requirements which include plans, details and technical specifications for acoustic treatment of eligible residences.
- Submit 80% plans for Airport review and comment.
- Prepare permit copies of plans and details in compliance with City and County permit processes and plan check requirements.
- Perform plan review with the property owner and obtain sign-off. Incorporate property owner comments into final design documents as necessary.
- Perform QA/QC reviews of construction documents.
- Prepare bid documents including final plans for the installation of acoustical treatments, mechanical and electrical designs, hazardous materials reports, specifications and details.
- Prepare a cost estimate for each property.
- Submit drawings for permitting to the City and County Building Departments. Respond to plan check review comments and resubmit as required for permitting.

### **Construction Administration**

- Provide construction management and coordination.
- Provide pre-bid and bidding support such as the preparation of bid specifications, attend pre-bid meetings, respond to requests for information and provide addenda as needed.
- Provide pre-construction support such as attending pre-construction meetings. Estimate 1 meeting

per bid group or phase of construction.

- Review the contractor's submittals. Route and track as necessary until final approval.
- Attend contractor's "verification of measurements" site visits.
- Respond to contractor's Requests for Information (RFIs).
- Conduct warehouse materials inspections of the windows and doors as shipments are received and prior to construction start.
- Assist the contractor with documenting existing conditions, such as existing damage at each property prior to construction start.
- Monitor the contractor's construction schedule.
- Conduct bi-weekly construction progress meetings with the general contractor (and subs as required) to monitor construction progress, track liquidated damages and understand potential delays due to product delivery schedules, etc.
- Submit bi-weekly construction progress reports to Airport, including number of open homes, closed homes, liquidated damages, change order tracking, percentage of work completed at each residence and associated costs.
- Provide hazardous materials abatement oversight, inspection and testing.
- Provide construction observation at each property during construction (minimum 3 visits per home) and Daily Logs documenting construction progress.
- Provide substantial completion and final inspections at each property (including the identification of punch-list items) to ensure that all work and materials conform to the construction documents and FAA standards.
- Review "close-out" materials for each property including "as-built drawings", warranty and operation and maintenance materials for the products installed, final permits, etc. These materials will be provided by the contractor and will be reviewed prior to transfer to homeowner.
- Assist with review of contractor payment applications, cost proposals and change orders. Prepare change order proposal requests
- Conduct Post-Construction Acoustical Testing at ten (10) homes. (Note: 50% of pre-tested homes are eligible for post-construction acoustical testing. 20 homes were pre-tested.)
- Provide post-construction acoustical measurement analysis and a pre- and post-construction measurement results report to Airport to quantify the noise level reduction improvements.
- Provide engineering close-out reports to document project compliance at the conclusion of the project. Each close-out report will include post-construction acoustical measurement results and original cost and final costs per property.
- Participate in warranty claim resolution while under contract to the Airport.
- Assist Airport with review of contractor's certified payroll.

### **Exceptions**

- Structural engineering services are not included.

Exhibit A  
 SCHEDULE OF FEES  
 Consultant Service Agreement between City of Fresno  
 and CSDA Design Group  
 Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program



**2022 Fresno Yosemite International Airport SMART Program**

	<u>FEES</u>	<u>REIMBURSABLE EXPENSES</u>	<u>ADDITIONAL SERVICES AS REQUIRED</u>	<u>TOTAL</u>
CSDA Design Group	\$ 471,070.12	\$ 54,174.00	\$ 10,000.00	\$ 535,244.12
Associated Design and Engineering (ADE)	\$ 197,991.09	\$ -	\$ -	\$ 197,991.09
YDG (Mechanical and Electrical)	\$ 102,817.00	\$ 9,680.00	\$ -	\$ 112,497.00
T. Brooks & Associates	\$ 113,039.34	\$ -	\$ -	\$ 113,039.34
<b>SUBTOTAL</b>	<b>\$ 884,917.55</b>	<b>\$ 63,854.00</b>	<b>\$ 10,000.00</b>	<b>\$ 958,771.55</b>
<b>GRAND TOTAL</b>				<b>\$ 958,771.55</b>

Exhibit A  
SCHEDULE OF FEES  
Consultant Service Agreement between City of Fresno  
and CSDA Design Group  
Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program

2022 Fresno	Yosemite International Airport SMART Program - Fee Proposal (All Consultants)	Insert information in Dark Blue Cells only!								
	Company Name	CSDA Design Group	ADE	YDG	T. Brooks					
Tasks	Description									
TASK 1	Program Planning and Outreach									
1.1	Prepare for and attend "Kickoff" Meeting.	\$ 1,298.50	\$ 800.04	\$ 457.60	\$ 271.68					\$ 2,827.82
1.2	Develop roles and responsibilities.	\$ -	\$ -	\$ -	\$ -					\$ -
1.3	Develop communications plan, reporting templates, identify program and phase tasks/milestones.	\$ -	\$ -	\$ -	\$ -					\$ -
1.4	Obtain program database and develop fields.	\$ -	\$ -	\$ -	\$ -					\$ -
1.5	Develop phasing plan for each grant.	\$ -	\$ -	\$ -	\$ -					\$ -
1.6	Develop project and phase schedule.	\$ -	\$ -	\$ -	\$ -					\$ -
1.7	Meet with Building Department.	\$ -	\$ 960.06	\$ -	\$ -					\$ 960.06
1.8	Review and update program policies and procedures.	\$ -	\$ -	\$ -	\$ -					\$ -
1.9	Review program documentation and provide comments/updates.	\$ -	\$ -	\$ -	\$ -					\$ -
1.10	Identify required reports and forms and customize for project.	\$ -	\$ -	\$ -	\$ -					\$ -
1.11	Review and update homeowner educational materials and homeowner handbook.	\$ -	\$ -	\$ -	\$ -					\$ -
1.12	Develop and distribute project Work Plan to team.	\$ -	\$ -	\$ -	\$ -					\$ -
1.13	Participate in meetings with the community, FAA, contractors, property owners, etc. (up to 10 Mtgs/yr.)	\$ -	\$ -	\$ -	\$ -					\$ -
1.14	Assist Airport with updating of project website.	\$ -	\$ -	\$ -	\$ -					\$ -
1.15	Assist Airport with outreach.	\$ 7,580.40	\$ -	\$ -	\$ -					\$ 7,580.40
	Sub Totals	\$ 8,878.90	\$ 1,760.10	\$ 457.60	\$ 271.68	\$ -	\$ -	\$ -	Task 1 Sub-Total	\$ 11,368.28
TASK 2	Acoustical Services / Pre-Design									
2.1	Initial Home Survey (includes scheduling).	\$ 16,895.28	\$ 10,240.04	\$ -	\$ -					\$ 27,135.32
2.2	Develop Acoustical Test Plan (ATP), submit to FAA and revise as required.	\$ -	\$ -	\$ -	\$ -					\$ -
2.3	Conduct pre-construction acoustical testing (includes scheduling, sending reminder letters).	\$ 10,365.64	\$ -	\$ -	\$ -					\$ 10,365.64
2.4	Provide acoustical measurement analysis and eligibility results reports to Airport.	\$ 7,805.91	\$ -	\$ -	\$ -					\$ 7,805.91
2.5	Perform noise modeling.	\$ 1,819.68	\$ -	\$ -	\$ -					\$ 1,819.68
2.6	Develop preliminary acoustical treatments and present to FAA, revise as required.	\$ -	\$ -	\$ -	\$ -					\$ -
2.7	Update field survey templates based on approved acoustical treatments.	\$ -	\$ -	\$ -	\$ -					\$ -
2.8	Perform post-construction acoustical testing (includes scheduling, sending reminder letters).	\$ 9,555.74	\$ -	\$ -	\$ -					\$ 9,555.74
2.9	Perform post-construction acoustical measurement analysis and final results report to Airport.	\$ 10,129.17	\$ -	\$ -	\$ -					\$ 10,129.17
	Sub Totals	\$ 56,571.42	\$ 10,240.04	\$ -	\$ -	\$ -	\$ -	\$ -	Task 2 Sub Total	\$ 66,811.46
TASK 3	Design									
3.1	Provide project management, coordination and administration.	\$ 66,328.50	\$ 15,449.32	\$ 3,763.76	\$ -					\$ 85,541.58
3.2	Conduct internal weekly design meetings with design team.	\$ 4,548.24	\$ 4,480.24	\$ 2,288.00	\$ -					\$ 11,316.48
3.3	Conduct bi-weekly design meetings with the Airport.	\$ -	\$ -	\$ -	\$ -					\$ -
3.4	Schedule site assessments.	\$ 5,685.30	\$ 160.00	\$ -	\$ -					\$ 5,845.30
3.5	Conduct site assessments (Architectural, Mech. & Electrical).	\$ 44,497.20	\$ 14,400.60	\$ 6,509.36	\$ -					\$ 65,407.16
3.5	Conduct hazardous materials testing.	\$ -	\$ -	\$ -	\$ 25,604.10					\$ 25,604.10
3.5	Conduct site assessments (Structural).	\$ -	\$ 4,800.30	\$ -	\$ -					\$ 4,800.30
3.6	Prepare background drawings of the building, site and floor plans.	\$ 11,400.16	\$ 4,634.80	\$ -	\$ -					\$ 16,034.96
3.6	Processing of hazardous materials samples.	\$ -	\$ -	\$ -	\$ 15,583.80					\$ 15,583.80
3.7	Provide "Existing Conditions Reports" for each property.	\$ 3,790.20	\$ -	\$ -	\$ -					\$ 3,790.20
3.8	Provide 80% Architectural designs.	\$ 37,421.36	\$ -	\$ -	\$ -					\$ 37,421.36
3.8	Provide 80% Mechanical & Electrical Designs.	\$ 1,895.10	\$ -	\$ 29,086.20	\$ -					\$ 30,981.30
3.8	Provide 80% Structural Designs.	\$ -	\$ 2,400.15	\$ -	\$ -					\$ 2,400.15
3.8	Prepare specifications and details. Coordinate with Airport front-end documents.	\$ 7,580.40	\$ 5,120.16	\$ 9,152.00	\$ 3,260.16					\$ 25,112.72
3.8	Preparation of hazardous materials testing results reports.	\$ -	\$ -	\$ -	\$ 26,604.00					\$ 26,604.00
3.9	Coordinate and QC 80% design packages.	\$ 27,123.76	\$ 3,520.16	\$ 2,453.88	\$ -					\$ 33,097.80
3.10	Submit 80% construction documents to Airport for review; incorporate review comments.	\$ 7,268.80	\$ 943.50	\$ 2,453.88	\$ -					\$ 10,666.18
3.11	Schedule and conduct plan review with homeowners; incorporate homeowner comments.	\$ 18,444.16	\$ 6,720.02	\$ -	\$ -					\$ 25,164.18
3.12	Prepare construction documents suitable for bidding (includes final QC).	\$ 23,333.56	\$ 5,120.16	\$ 6,234.80	\$ -					\$ 34,688.52
3.13	Prepare a cost estimate for each property.	\$ 17,591.92	\$ -	\$ 4,290.00	\$ 8,150.40					\$ 30,032.32
3.14	Prepare permit copies of plans and submit to Building Department.	\$ 4,337.68	\$ 1,566.98	\$ 4,621.76	\$ -					\$ 10,526.42
3.15	Respond to Building Department review comments.	\$ 5,373.70	\$ 3,774.00	\$ 2,676.96	\$ -					\$ 11,824.66
	Sub Totals	\$ 286,620.04	\$ 73,090.39	\$ 73,530.60	\$ 79,202.46	\$ -	\$ -	\$ -	Task 3 Sub Total	\$ 512,443.49
TASK 4	Construction Administration									
4.1	Provide construction management and coordination.	\$ 37,902.00	\$ 19,752.84	\$ -	\$ -					\$ 57,654.84
4.2	Conduct bi-weekly construction progress meetings.	\$ 2,274.12	\$ 5,760.36	\$ 4,576.00	\$ -					\$ 12,610.48
4.3	Submit bi-weekly construction progress reports to Airport.	\$ 2,274.12	\$ 2,560.00	\$ -	\$ -					\$ 4,834.12
4.4	Develop overall construction schedule and monitor contractor schedules.	\$ 1,137.06	\$ 5,523.12	\$ -	\$ -					\$ 6,660.18
4.5	Provide pre-bid support (attend pre-bid meeting, respond to RFIs, preparation of addenda, etc.).	\$ 8,679.60	\$ 5,054.04	\$ 4,576.00	\$ 1,086.72					\$ 19,396.36
4.6	Provide pre-construction support (attend pre-construction meeting, assume 1 per bid group).	\$ 2,274.12	\$ 3,840.24	\$ 2,288.00	\$ 543.36					\$ 8,945.72
4.7	Review and approve contractor submittals.	\$ 5,088.70	\$ 2,358.74	\$ 4,461.60	\$ 1,086.72					\$ 12,995.76
4.8	Attend contractor's "verification of measurements" site visits.	\$ 6,064.32	\$ 4,800.00	\$ -	\$ -					\$ 10,864.32
4.9	Respond to contractor's Request for Information (RFIs).	\$ 10,953.72	\$ 6,637.52	\$ 4,518.80	\$ 543.36					\$ 22,653.40
4.10	Conduct warehouse materials inspection. Report findings to Airport.	\$ 1,137.06	\$ 1,246.96	\$ -	\$ -					\$ 2,384.02
4.11	Assist the contractor with documenting existing conditions at each residence.	\$ -	\$ 2,400.00	\$ -	\$ -					\$ 2,400.00
4.12	Provide hazardous materials abatement oversight, testing and reporting.	\$ -	\$ -	\$ -	\$ 22,769.84					\$ 22,769.84
4.13	Provide construction observation at each property during construction (minimum 3 visits per home with reports).	\$ -	\$ 19,200.30	\$ -	\$ -					\$ 19,200.30
4.14	Provide substantial completion and final inspections at each property (includes identification of punch-list items).	\$ 15,160.80	\$ 14,400.30	\$ 4,576.00	\$ 7,535.20					\$ 41,672.30
4.15	Review "close-out" materials for each property, including "as-built drawings", warranties, final permits, etc.	\$ 13,223.60	\$ 14,400.30	\$ 2,688.40	\$ -					\$ 30,312.30
4.16	Provide engineering close-out reports to document compliance, costs and acoustical testing results.	\$ 4,871.12	\$ 1,280.04	\$ -	\$ -					\$ 6,151.16
4.17	Provide warranty claim resolution.	\$ -	\$ 640.04	\$ -	\$ -					\$ 640.04
4.18	Review contractor's payment applications, cost proposals and change orders. Prepare change order RCP.	\$ 7,580.40	\$ 1,920.12	\$ 1,144.00	\$ -					\$ 10,644.52
4.19	Review contractor's certified payroll.	\$ 379.02	\$ 1,125.64	\$ -	\$ -					\$ 1,504.66
	Sub Totals	\$ 118,999.76	\$ 112,900.56	\$ 28,828.80	\$ 33,565.20	\$ -	\$ -	\$ -	Task 4 Sub Total	\$ 294,294.32
		\$ 471,070.12	\$ 197,991.09	\$ 102,817.00	\$ 113,039.34	\$ -	\$ -	\$ -		
									Total Fee	\$ 884,917.55

Exhibit A  
SCHEDULE OF FEES  
Consultant Service Agreement between City of Fresno  
and CSDA Design Group  
Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program

2022 Fresno Yosemite International Airport SMART Program - CSDA Design Group Fee Proposal (60 Homes)		Insert information in Dark Blue Cells only!										
	Title	Principal / Acoustical Engineer	Project Manager	Design Oversight	Acoustical Testing	Outreach and Design Support	Surveyor / Drafter	Surveyor/ Acoustical Technician	Acoustical Technician	Construction Administrator	Intern	
Fill in Below	Insert Unloaded/Direct Rate Only	\$ 84.13	\$ 59.00	\$ 74.52	\$ 57.50	\$ 43.92	\$ 32.19	\$ 34.00	\$ 27.00	\$ 36.06	\$ 18.00	
192.00%	Overhead	\$ 161.53	\$ 113.28	\$ 143.08	\$ 110.40	\$ 84.33	\$ 61.80	\$ 65.28	\$ 51.84	\$ 69.24	\$ 34.56	
10.00%	Profit	\$ 24.57	\$ 17.23	\$ 21.76	\$ 16.79	\$ 12.83	\$ 9.40	\$ 9.93	\$ 7.88	\$ 10.53	\$ 5.26	
	Loaded Rate	\$ 270.23	\$ 189.51	\$ 239.36	\$ 184.69	\$ 141.08	\$ 103.39	\$ 109.21	\$ 86.72	\$ 115.83	\$ 57.82	
Tasks	Description											
TASK 1	Program Planning and Outreach											
1.1	Prepare for and attend "Kickoff" Meeting.	2	4									\$ 1,298.50
1.2	Develop roles and responsibilities.											\$ -
1.3	Develop communications plan, reporting templates, identify program and phase tasks/milestones.											\$ -
1.4	Obtain program database and develop fields.											\$ -
1.5	Develop phasing plan for each grant.											\$ -
1.6	Develop project and phase schedule .											\$ -
1.7	Meet with Building Department.											\$ -
1.8	Review and update program policies and procedures.											\$ -
1.9	Review program documentation and provide comments/updates.											\$ -
1.10	Identify required reports and forms and customize for project.											\$ -
1.11	Review and update homeowner educational materials and homeowner handbook.											\$ -
1.12	Update and distribute project Work Plan to team.											\$ -
1.13	Participate in meetings with the community, FAA, contractors, property owners, etc. (up to 10 Mtgs/yr.)											\$ -
1.14	Assist Airport with updating of project website.											\$ -
1.15	Assist Airport with outreach.		40									\$ 7,580.40
										Task 1 Sub-Total		\$ 8,878.90
TASK 2	Acoustical Services / Pre-Design											
2.1	Initial Home Survey (includes scheduling).		80						20			\$ 16,895.28
2.2	Develop Acoustical Test Plan (ATP), submit to FAA and revise as required.											\$ -
2.3	Conduct pre-construction acoustical testing (includes scheduling, sending reminder letters). 30% or 20 homes - 10 previously tested.		20		6	24			24			\$ 10,365.64
2.4	Provide acoustical measurement analysis and eligibility results reports to Airport.		10		10	10		10	18			\$ 7,805.91
2.5	Perform noise modeling.	4			4							\$ 1,819.68
2.6	Develop preliminary acoustical treatments and present to FAA, revise as required.											\$ -
2.7	Update field survey templates based on approved acoustical treatments.											\$ -
2.8	Perform post-construction acoustical testing (includes scheduling, sending reminder letters). Post-test 50% of tested homes (10)		20		10			20	20			\$ 9,555.74
2.9	Perform post-construction acoustical measurement analysis and final results report to Airport.	4	24		10			10	18			\$ 10,129.17
										Task 2 Sub Total		\$ 56,571.42
TASK 3	Design											
3.1	Provide project management, coordination and administration.		350									\$ 66,328.50
3.2	Conduct internal weekly design meetings with design team.		24									\$ 4,548.24
3.3	Conduct bi-weekly design meetings with the Airport.											\$ -
3.4	Schedule site assessments.		30									\$ 5,685.30
3.5	Conduct site assessments (Architectural, Mech. & Electrical).		80			120	120					\$ 44,497.20
3.5	Conduct hazardous materials testing.											\$ -
3.5	Conduct site assessments (Structural).											\$ -
3.6	Prepare background drawings of the building, roof and floor plans (for Haz Mat and MEP).		16			30	40					\$ 11,400.16
3.6	Processing of hazardous materials samples.											\$ -
3.7	Provide "Existing Conditions Reports" for each property.		20									\$ 3,790.20
3.8	Provide 80% Architectural designs.		40			60	80	120				\$ 37,421.36
3.8	Provide 80% Mechanical & Electrical Designs.		10									\$ 1,895.10
3.8	Provide 80% Structural Designs.											\$ -
3.8	Prepare specifications and details. Coordinate with Airport front-end documents.		40									\$ 7,580.40
3.8	Preparation of hazardous materials testing results reports.											\$ -
3.9	Coordinate and QC 80% design packages.		80			40	40	20				\$ 27,123.76
3.10	Submit 80% construction documents to Airport for review; incorporate review comments.		20			10	20					\$ 7,268.80
3.11	Schedule and conduct plan review with homeowners; incorporate homeowner comments.		60			20	20	20				\$ 18,444.16
3.12	Prepare construction documents suitable for bidding (includes final QC).		60			40	40	20				\$ 23,333.56
3.13	Prepare a cost estimate for each property.		40			40		40				\$ 17,591.92
3.14	Prepare permit copies of plans and submit to Building Department.		8			20						\$ 4,337.68
3.15	Respond to Building Department review comments.		10			10	20					\$ 5,373.70
										Task 3 Sub Total		\$ 286,620.04
TASK 4	Construction Administration											
4.1	Provide construction management and coordination.		200									\$ 37,902.00
4.2	Conduct bi-weekly construction progress meetings.		12									\$ 2,274.12
4.3	Submit bi-weekly construction progress reports to Airport.		12									\$ 2,274.12
4.4	Develop overall construction schedule and monitor contractor schedules.		6									\$ 1,137.06
4.5	Provide pre-bid support (attend pre-bid meeting, respond to RFIs, preparation of addenda, etc.).		20			20	20					\$ 8,679.60
4.6	Provide pre-construction support (attend pre-construction meeting, assume 1 per bid group).		12									\$ 2,274.12
4.7	Review and approve contractor submittals.	2	24									\$ 5,088.70
4.8	Attend contractor's "verification of measurements" site visits.		32									\$ 6,064.32
4.9	Respond to contractor's Request for Information (RFIs).		32			20	20					\$ 10,953.72
4.10	Conduct warehouse materials inspection. Report findings to Airport.		6									\$ 1,137.06
4.11	Assist the contractor with documenting existing conditions at each residence.											\$ -
4.12	Provide hazardous materials abatement oversight, testing and reporting.											\$ -
4.13	Provide construction observation at each property during construction (minimum 3 visits per home with reports).											\$ -
4.14	Provide substantial completion and final inspections at each property (Includes identification of punch-list items).		80									\$ 15,160.80
4.15	Review "close-out" materials for each property, including "as-built drawings", warranties, final permits, etc.		40			40						\$ 13,223.60
4.16	Provide engineering close-out reports to document compliance, costs and acoustical testing results.	4	20									\$ 4,871.12
4.17	Provide warranty claim resolution.											\$ -
4.18	Review contractor's payment applications, cost proposals and change orders. Prepare change order RCP.		40									\$ 7,580.40
4.19	Review contractor's certified payroll.		2									\$ 379.02
										Task 4 Sub Total		\$ 118,999.76
										Total Fee		\$ 471,070.12

Exhibit A  
SCHEDULE OF FEES  
Consultant Service Agreement between City of Fresno  
and CSDA Design Group  
Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program

2022 Fresno Yosemite International Airport SMART Program - ADE Design Fee Proposal (60 Homes)		Insert information in Dark Blue Cells only!								
	Title	Engineer	Architect	Draftsman	Draftsman	Admin.				
	Loaded Rate	\$ 160.01	\$ 160.01	\$ 80.00	\$ 75.87	\$ 60.70	\$ -	\$ -	\$ -	
Tasks	Description									
TASK 1	Program Planning and Outreach									
1.1	Prepare and attend "Kickoff" Meeting	2	2	2						\$ 800.04
1.2	Develop roles and responsibilities.									\$ -
1.3	Develop communications plan, reporting templates, identify program and phase tasks/milestones.									\$ -
1.4	Connect to program database and develop fields.									\$ -
1.5	Develop phasing plan for each grant.									\$ -
1.6	Develop project and phase schedule.									\$ -
1.7	Meet with Building Department.		6							\$ 960.06
1.8	Review and update program policies and procedures.									\$ -
1.9	Review program documentation and provide comments/updates.									\$ -
1.10	Identify required reports and forms and customize for project.									\$ -
1.11	Review and update homeowner educational materials and homeowner handbook.									\$ -
1.12	Develop and distribute project Work Plan to team.									\$ -
1.13	Participate in meetings with the community, FAA, contractors, property owners, etc. (up to 10 Mtgs/yr).									\$ -
1.14	Assist Airport with updating of project website.									\$ -
1.15	Assist Airport with outreach.									\$ -
									Task 1 Sub-Total	\$ 1,760.10
Task 2	Acoustical Services / Pre-Design									
2.1	Initial Home Survey (includes scheduling).		4	120						\$ 10,240.04
2.2	Develop Acoustical Test Plan (ATP), submit to FAA and revise as required.									\$ -
2.3	Conduct pre-construction acoustical testing.									\$ -
2.4	Provide acoustical measurement analysis and eligibility results reports to Airport.									\$ -
2.5	Perform noise modeling.									\$ -
2.6	Develop preliminary acoustical treatments and present to FAA, revise as required.									\$ -
2.7	Update field survey templates based on approved acoustical treatments.									\$ -
2.8	Perform post-construction acoustical testing.									\$ -
2.9	Perform post-construction acoustical measurement analysis and final results report to Airport.									\$ -
									Task 2 Sub Total	\$ 10,240.04
TASK 3	Design									
3.1	Provide project management, coordination and administration.	12	80			12				\$ 15,449.32
3.2	Conduct internal weekly design meetings with design team.		24	8						\$ 4,480.24
3.3	Conduct bi-weekly design meetings with the Airport.									\$ -
3.4	Schedule site assessments.			2						\$ 160.00
3.5	Conduct site assessments (Architectural, Mech. & Electrical).		60	60						\$ 14,400.60
3.5	Conduct hazardous materials testing.									\$ -
3.5	Conduct site assessments (Structural).	30								\$ 4,800.30
3.6	Prepare background drawings of the building, site and floor plans.			20	40					\$ 4,634.80
3.7	Provide "Existing Conditions Reports" for each property.									\$ -
3.8	Provide 80% Architectural designs.									\$ -
3.8	Provide 80% Mechanical & Electrical Designs.									\$ -
3.8	Provide 80% Structural Designs.	15								\$ 2,400.15
3.8	Prepare specifications and details. Coordinate with Airport front-end documents.		16	32						\$ 5,120.16
3.8	Preparation of hazardous materials testing results reports.									\$ -
3.9	Coordinate and QC 80% design packages.		16	12						\$ 3,520.16
3.10	Submit 80% construction documents to Airport for review; incorporate review comments.		2	4	4					\$ 943.50
3.11	Schedule and conduct plan review with homeowners; incorporate homeowner comments.		2	80						\$ 6,720.02
3.12	Prepare construction documents suitable for bidding (includes final QC).		16	32						\$ 5,120.16
3.13	Prepare a cost estimate for each property.									\$ -
3.14	Prepare permit copies of plans and submit to Building Department.		2	8	8					\$ 1,566.98
3.15	Respond to Building Department review comments.		8	16	16					\$ 3,774.00
									Task 3 Sub Total	\$ 73,090.39
TASK 4	Construction Administration									
4.1	Provide construction management and coordination.	4	40	80	80	4				\$ 19,752.84
4.2	Conduct bi-weekly construction progress meetings.		36							\$ 5,760.36
4.3	Submit bi-weekly construction progress reports to Airport.			32						\$ 2,560.00
4.4	Develop overall construction schedule and monitor contractor schedules.		12	20	20	8				\$ 5,523.12
4.5	Provide pre-bid support (attend pre-bid meeting, respond to RFIs, preparation of addenda, etc.).		12	24	16					\$ 5,054.04
4.6	Provide pre-construction support (attend pre-construction meeting, assume 1 per bid group).		24							\$ 3,840.24
4.7	Review and approve contractor submittals.		4	12	10					\$ 2,358.74
4.8	Attend contractor's "verification of measurements" site visits.			60						\$ 4,800.00
4.9	Respond to contractor's Request for Information (RFIs).		12	40	20					\$ 6,637.52
4.10	Conduct warehouse materials inspection. Report findings to Airport.			8	8					\$ 1,246.96
4.11	Assist the contractor with documenting existing conditions at each residence.			30						\$ 2,400.00
4.12	Provide hazardous materials abatement oversight, testing and reporting.									\$ -
4.13	Provide construction observation at each property during construction (minimum 3 visits per home with reports).		30	180						\$ 19,200.30
4.14	Provide substantial completion and final inspections at each property (includes identification of punch-list items).		30	120						\$ 14,400.30
4.15	Review "close-out" materials for each property, including "as-built drawings", warranties, air balance reports, final permits, etc.		30	120						\$ 14,400.30
4.16	Provide engineering close-out reports to document compliance, costs and acoustical testing results.		4	8						\$ 1,280.04
4.17	Provide warranty claim resolution.		4							\$ 640.04
4.18	Review contractor's payment applications, cost proposals and change orders. Prepare change order RCP.		12							\$ 1,920.12
4.19	Review contractor's certified payroll.		4			8				\$ 1,125.64
									Task 4 Sub Total	\$ 112,900.56
									Total Fee	\$ 197,991.09

2022 Fresno Yosemite International Airport SMART Program - YDG Fee Proposal (M/E) 60 Homes					Insert information in Dark Blue Cells only!									
	Title	Principal	Mechanical Designer	Construction Administration	Specifications	Electrical Engineer								
Fill in Below	Insert Unloaded/Direct Rate Only	\$ 80.00	\$ 58.00	\$ 58.00	\$ 80.00	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ -			
160.00%	Overhead	\$ 128.00	\$ 92.80	\$ 92.80	\$ 128.00	\$ 112.00	\$ -	\$ -	\$ -	\$ -	\$ -			
10.00%	Profit	\$ 20.80	\$ 15.08	\$ 15.08	\$ 20.80	\$ 18.20	\$ -	\$ -	\$ -	\$ -	\$ -			
	Loaded Rate	\$ 228.80	\$ 165.88	\$ 165.88	\$ 228.80	\$ 200.20	\$ -	\$ -	\$ -	\$ -	\$ -			
Tasks	Description													
TASK 1	Program Planning and Outreach													
1.1	Prepare for and attend "Kickoff" Meeting.	2										\$ 457.60		
1.2	Develop roles and responsibilities.											\$ -		
1.3	Develop communications plan, reporting templates, identify program and phase tasks/milestones.											\$ -		
1.4	Obtain program database and develop fields.											\$ -		
1.5	Develop phasing plan for each grant.											\$ -		
1.6	Develop project and phase schedule .											\$ -		
1.7	Meet with Building Department.											\$ -		
1.8	Review and update program policies and procedures.											\$ -		
1.9	Review program documentation and provide comments/updates.											\$ -		
1.10	Identify required reports and forms and customize for project.											\$ -		
1.11	Review and update homeowner educational materials and homeowner handbook.											\$ -		
1.12	Develop and distribute project Work Plan to team.											\$ -		
1.13	Participate in meetings with the community, FAA, contractors, property owners, etc. (up to 10 Mtgs/yr.)											\$ -		
1.14	Assist Airport with updating of project website.											\$ -		
1.15	Assist Airport with outreach.											\$ -		
											Task 1 Sub-Total	\$ 457.60		
Task 2	Acoustical Services / Pre-Design													
2.1	Initial Home Survey (includes scheduling).											\$ -		
2.2	Develop Acoustical Test Plan (ATP), submit to FAA and revise as required.											\$ -		
2.3	Conduct pre-construction acoustical testing.											\$ -		
2.4	Provide acoustical measurement analysis and eligibility results reports to Airport.											\$ -		
2.5	Perform noise modeling.											\$ -		
2.6	Develop preliminary acoustical treatments and present to FAA, revise as required.											\$ -		
2.7	Update field survey templates based on approved acoustical treatments.											\$ -		
2.8	Perform post-construction acoustical testing.											\$ -		
2.9	Perform post-construction acoustical measurement analysis and final results report to Airport.											\$ -		
											Task 2 Sub Total	\$ -		
TASK 3	Design													
3.1	Provide project management, coordination and administration.	15	2									\$ 3,763.76		
3.2	Conduct internal weekly design meetings with design team.	10										\$ 2,288.00		
3.3	Conduct bi-weekly design meetings with the Airport.											\$ -		
3.4	Schedule site assessments.											\$ -		
3.5	Conduct site assessments (Architectural, Mech. & Electrical).	13	22									\$ 6,509.36		
3.5	Conduct hazardous materials testing.											\$ -		
3.5	Conduct site assessments (Structural).											\$ -		
3.6	Prepare background drawings of the building, site and floor plans.											\$ -		
3.6	Processing of hazardous materials samples.											\$ -		
3.7	Provide "Existing Conditions Reports" for each property.											\$ -		
3.8	Provide 80% Architectural designs.											\$ -		
3.8	Provide 80% Mechanical & Electrical Designs.	19	125			20						\$ 29,086.20		
3.8	Provide 80% Structural Designs.											\$ -		
3.8	Prepare specifications and details. Coordinate with Airport front-end documents.				40							\$ 9,152.00		
3.8	Preparation of hazardous materials testing results reports.											\$ -		
3.9	Coordinate and QC 80% design packages.	6	6			1						\$ 2,453.88		
3.10	Submit 80% construction documents to Airport for review; incorporate review comments.	6	6			1						\$ 2,453.88		
3.11	Schedule and conduct plan review with homeowners; incorporate homeowner comments.											\$ -		
3.12	Prepare construction documents suitable for bidding (includes final QC).	12	15			5						\$ 6,234.80		
3.13	Prepare a cost estimate for each property.	10				10						\$ 4,290.00		
3.14	Prepare permit copies of plans and submit to Building Department. / Prepare PG&E Applications and Drawings.	10	2			10						\$ 4,621.76		
3.15	Respond to Building Department review comments.	4	7			3						\$ 2,676.96		
											Task 6 Sub Total	\$ 73,530.60		
TASK 4	Construction Administration													
4.1	Provide construction management and coordination.											\$ -		
4.2	Conduct bi-weekly construction progress meetings.	20										\$ 4,576.00		

4.3	Submit bi-weekly construction progress reports to Airport.										\$ -
4.4	Develop overall construction schedule and monitor contractor schedules.										\$ -
4.5	Provide pre-bid support (attend pre-bid meeting, respond to RFIs, preparation of addenda, etc.).	20									\$ 4,576.00
4.6	Provide pre-construction support (attend pre-construction meeting, assume 1 per bid group).	10									\$ 2,288.00
4.7	Review and approve contractor submittals.	16				4					\$ 4,461.60
4.8	Attend contractor's "verification of measurements" site visits.										\$ -
4.9	Respond to contractor's Request for Information (RFIs).	18				2					\$ 4,518.80
4.10	Conduct warehouse materials inspection. Report findings to Airport.										\$ -
4.11	Assist the contractor with documenting existing conditions at each residence.										\$ -
4.12	Provide hazardous materials abatement oversight, testing and reporting.										\$ -
4.13	Provide construction observation at each property during construction (minimum 3 visits per home with reports).										\$ -
4.14	Provide substantial completion and final inspections at each property (includes identification of punch-list items).	20									\$ 4,576.00
4.15	Review "close-out" materials for each property, including "as-built drawings", warranties, final permits, etc.	10				2					\$ 2,688.40
4.16	Provide engineering close-out reports to document compliance, costs and acoustical testing results.										\$ -
4.17	Provide warranty claim resolution.										\$ -
4.18	Review contractor's payment applications, cost proposals and change orders. Prepare change order RCP.	5									\$ 1,144.00
4.19	Review contractor's certified payroll.										\$ -
										Sub Total	\$ 28,828.80
										Total Fee	\$ 102,817.00



Exhibit A  
SCHEDULE OF FEES  
Consultant Service Agreement between City of Fresno  
and CSDA Design Group  
Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program

2022 Fresno Yosemite International Airport SMART Program - T. Brooks (Environmental) - 60 Homes									
Fill in Below	Title	Principal	Consultant	XRF Tech	Admin	CAD			
	<b>Insert Unloaded/Direct Rate Only</b>	\$ 53.00	\$ 41.00	\$ 61.00	\$ 24.00	\$ 32.00			
133.00%	<b>Overhead</b>	\$ 70.49	\$ 54.53	\$ 81.13	\$ 31.92	\$ 42.56	\$ -	\$ -	\$ -
10.00%	<b>Profit</b>	\$ 12.35	\$ 9.55	\$ 14.21	\$ 5.59	\$ 7.46	\$ -	\$ -	\$ -
	<b>Loaded Rate</b>	\$ 135.84	\$ 105.08	\$ 156.34	\$ 61.51	\$ 82.02	\$ -	\$ -	\$ -
<b>Tasks</b>	<b>Description</b>								
<b>TASK 1</b>	<b>Program Planning and Outreach</b>								
1.1	Prepare for and attend "kickoff" Meeting.	2							\$ 271.68
1.2	Develop roles and responsibilities.								\$ -
1.3	Develop communications plan, reporting templates, identify program and phase tasks/milestones.								\$ -
1.4	Obtain program database and develop fields.								\$ -
1.5	Develop phasing plan for each grant.								\$ -
1.6	Develop project and phase schedule.								\$ -
1.7	Meet with Building Department.								\$ -
1.8	Review and update program policies and procedures.								\$ -
1.9	Review program documentation and provide comments/updates.								\$ -
1.10	Identify required reports and forms and customize for project.								\$ -
1.11	Review and update homeowner educational materials and homeowner handbook.								\$ -
1.12	Develop and distribute project Work Plan to team.								\$ -
1.13	Participate in meetings with the community, FAA, contractors, property owners, etc. (up to 10 Mtgs/yr.)								\$ -
1.14	Assist Airport with updating of project website.								\$ -
1.15	Assist Airport with outreach.								\$ -
								Task 1 Sub-Total	\$ 271.68
<b>Task 2</b>	<b>Acoustical Services / Pre-Design</b>								
2.1	Initial Home Survey (includes scheduling).								\$ -
2.2	Develop Acoustical Test Plan (ATP), submit to FAA and revise as required.								\$ -
2.3	Conduct pre-construction acoustical testing.								\$ -
2.4	Provide acoustical measurement analysis and eligibility results reports to Airport.								\$ -
2.5	Perform noise modeling.								\$ -
2.6	Develop preliminary acoustical treatments and present to FAA, revise as required.								\$ -
2.7	Update field survey templates based on approved acoustical treatments.								\$ -
2.8	Perform post-construction acoustical testing.								\$ -
2.9	Perform post-construction acoustical measurement analysis and final results report to Airport.								\$ -
								Task 2 Sub Total	\$ -
<b>TASK 3</b>	<b>Design</b>								
3.1	Provide project management, coordination and administration.								\$ -
3.2	Conduct internal weekly design meetings with design team.								\$ -
3.3	Conduct bi-weekly design meetings with the Airport.								\$ -
3.4	Schedule site assessments.								\$ -
3.5	Conduct site assessments (Architectural, Mech. & Electrical).								\$ -
3.5	Conduct hazardous materials testing.	75		75	60				\$ 25,604.10
3.5	Conduct site assessments (Structural).								\$ -
3.6	Prepare background drawings of the building, site and floor plans.								\$ -
3.6	Processing of hazardous materials samples. (Includes all lab fees.)					190			\$ 15,583.80
3.7	Provide "Existing Conditions Reports" for each property.								\$ -
3.8	Provide 80% Architectural designs.								\$ -
3.8	Provide 80% Mechanical & Electrical Designs.								\$ -
3.8	Provide 80% Structural Designs.								\$ -
3.8	Prepare specifications and details. Coordinate with Airport front-end documents.	24							\$ 3,260.16
3.8	Preparation of hazardous materials testing results reports.	60			180	90			\$ 26,604.00
3.9	Coordinate and QC 80% design packages.								\$ -
3.10	Submit 80% construction documents to Airport for review; incorporate review comments.								\$ -
3.11	Schedule and conduct plan review with homeowners; incorporate homeowner comments.								\$ -
3.12	Prepare construction documents suitable for bidding (includes final QC).								\$ -
3.13	Prepare a cost estimate for each property.	60							\$ 8,150.40
3.14	Prepare permit copies of plans and submit to Building Department.								\$ -
3.15	Respond to Building Department review comments.								\$ -
								Task 3 Sub Total	\$ 79,202.46
<b>TASK 4</b>	<b>Construction Administration</b>								
4.1	Provide construction management and coordination.								\$ -
4.2	Conduct bi-weekly construction progress meetings.								\$ -
4.3	Submit bi-weekly construction progress reports to Airport.								\$ -
4.4	Develop overall construction schedule and monitor contractor schedules.								\$ -
4.5	Provide pre-bid support (attend pre-bid meeting, respond to bidder questions, preparation of addenda, etc.).	8							\$ 1,086.72
4.6	Provide pre-construction support (attend pre-construction meeting, assume 1 per bid group).	4							\$ 543.36
4.7	Review and approve contractor submittals.	8							\$ 1,086.72
4.8	Attend contractor's "verification of measurements" site visits.								\$ -
4.9	Respond to contractor's Request for Information (RFIs).	4							\$ 543.36
4.10	Conduct warehouse materials inspection. Report findings to Airport.								\$ -
4.11	Assist the contractor with documenting existing conditions at each residence.								\$ -
4.12	Provide hazardous materials abatement oversight, testing and reporting. (Includes all lab fees.)	70	70			72			\$ 22,769.84
4.13	Provide construction observation at each property during construction (minimum 3 visits per home with reports).								\$ -
4.14	Provide substantial completion and final inspections at each property (includes identification of punch-list items).	40	20						\$ 7,535.20
4.15	Review "close-out" materials for each property, including "as-built drawings", warranties, final permits, etc.								\$ -
4.16	Provide engineering close-out reports to document compliance, costs and acoustical testing results.								\$ -
4.17	Provide warranty claim resolution.								\$ -
4.18	Review contractor's payment applications, cost proposals and change orders. Prepare change order RCP.								\$ -
4.19	Review contractor's certified payroll.								\$ -
								Task 4 Sub Total	\$ 33,565.20
								Total Fee	\$ 113,039.34

2022 Fresno Yosemite International Airport SMART Program - Reimbursable				Insert information in Dark Blue Cells only!							
	Company Name	CSDA Design Group	YDG	ADE	T. Brooks						
Tasks	Description										
TASK 1	Program Planning and Outreach										
	Attend Kick-Off Meeting, Community Meeting, Client and Subconsultant Meetings										
1	AirFare / Baggage Fees (\$500 RT Airfare / \$60 Baggage Fees)	\$ 1,120.00									\$ 1,120.00
2	Hotel (\$220/day) x 2 nights	\$ 440.00									\$ 440.00
3	Per Diem (\$66/day)	\$ 264.00									\$ 264.00
4	Rental Car / Gas (\$400/week; \$30 for gas)	\$ 430.00									\$ 430.00
5	Reproduction Costs	\$ 250.00									\$ 250.00
6	Shipping/Postage	\$ 100.00									\$ 100.00
											\$ -
	Sub Totals	\$ 2,604.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
									Task 1 Sub-Total	\$ 2,604.00	
TASK 2	Acoustical Services / Pre-Design										
	Windshield Survey/Home Selection/Assessments/Pre-Construction Acoustical Testing										
1	AirFare / Baggage Fees (\$500 RT Airfare / \$60 Baggage Fees)	\$ 2,240.00									\$ 2,240.00
2	Hotel (\$220/day) x 5 nights	\$ 4,400.00									\$ 4,400.00
3	Per Diem (\$66/day)	\$ 1,320.00									\$ 1,320.00
4	Rental Car / Gas (\$400/week; \$30 for gas)	\$ 1,720.00									\$ 1,720.00
5	Reproduction Costs	\$ 100.00									\$ 100.00
6	Shipping/Postage	\$ 50.00									\$ 50.00
											\$ -
	Sub Totals	\$ 9,830.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
									Task 2 Sub Total	\$ 9,830.00	
	Design										
	Site Assessments of Homes										
1	AirFare / Baggage Fees (\$500 RT Airfare / \$60 Baggage Fees)	\$ 5,600.00	\$ 1,120.00								\$ 6,720.00
2	Hotel (\$220/day) x 5 nights	\$ 11,000.00	\$ 2,200.00								\$ 13,200.00
3	Per Diem (\$66/day)	\$ 3,300.00	\$ 660.00								\$ 3,960.00
4	Rental Car / Gas (\$400/week; \$30 for gas)	\$ 4,300.00	\$ 860.00								\$ 5,160.00
5	Reproduction Costs	\$ 250.00	\$ -								\$ 250.00
6	Shipping/Postage	\$ 100.00	\$ -								\$ 100.00
											\$ -
	Sub Totals	\$ 24,550.00	\$ 4,840.00	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
									Task 3 Sub Total	\$ 29,390.00	
TASK 4	Construction Administration										
	Attend Pre-Bid and Pre-Construction, Post-Construction Acoustical Testing, Construction Close										
1	AirFare / Baggage Fees (\$500 RT Airfare / \$60 Baggage Fees)	\$ 3,920.00	\$ 1,120.00								\$ 5,040.00
2	Hotel (\$220/day) x 5 nights	\$ 7,700.00	\$ 2,200.00								\$ 9,900.00
3	Per Diem (\$66/day)	\$ 2,310.00	\$ 660.00								\$ 2,970.00
4	Rental Car / Gas (\$400/week; \$30 for gas)	\$ 3,010.00	\$ 860.00								\$ 3,870.00
5	Reproduction Costs	\$ 200.00	\$ -								\$ 200.00
6	Shipping/Postage	\$ 50.00	\$ -								\$ 50.00
											\$ -
	Sub Totals	\$ 17,190.00	\$ 4,840.00	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
									Task 4 Sub Total	\$ 22,030.00	
TASK 5	Additional Services As Required										
	This task shall not be used unless authorized in writing by the Director of Aviation										
1	Lump Sum	\$ 10,000.00									\$ 10,000.00
											\$ -
	Sub Totals	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
									Task 5 Sub Total	\$ 10,000.00	
		\$ 54,174.00	\$ 9,680.00	\$ -	\$ -	\$ -	\$ -	\$ -			
		Total Reimbursables (Tasks 1 through 4)									\$ 63,854.00
		Total Additional Services (Task 5 only)									\$ 10,000.00
		Total Reimbursables and Additional Services (Tasks 1 through 5)									\$ 73,854.00

Exhibit A  
**SCHEDULE OF FEES**  
 Consultant Service Agreement between City of Fresno  
 and CSDA Design Group  
 Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program

<b>Fresno SMART Program Fee Comparison (2019 vs. 2022)</b>		
<b>Tasks</b>	<b>2019 Fees Per Unit (40 Homes)</b>	<b>2022 Fees Per Unit (60 Homes)</b>
Start-Up	\$1,196.43	\$189.47
Initial Home Survey	\$1,277.22	\$452.26
Acoustical Testing	\$4,039.44	\$1,983.81
Design	\$8,355.60	\$8,540.72
Construction Administration	\$3,750.57	\$4,904.91

**Note:** 2022 Pre-construction and post-construction testing is based 20 homes. Pre-construction testing is scheduled for 30% of homes (20). 10 homes were previously tested. Actual pre-construction testing will occur at 10 homes. Post-construction acoustical testing will occur at 10 homes (50% of 20 homes pre-tested).

Totals (with Start-Up)	\$18,619.26	\$16,071.16
Totals (without Start-Up)	\$17,422.83	\$15,881.69

Total Fees from Proposal	\$744,770.32	\$884,917.55
Cost per Home	\$18,619.26	\$14,748.63

**Note:** Per home costs include fees for acoustical testing pro-rated over 60 homes.

Exhibit A  
SCHEDULE OF FEES  
Consultant Service Agreement between City of Fresno  
and CSDA Design Group  
Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program

2022 Fresno Yosemite International Airport SMART Program - Task Responsibility Matrix		Insert information in Dark Blue Cells only!				
	Company Name	CSDA Design Group (Project Management, Acoustical Testing, Architectural Design, Construction Management)	Associated Design and Engineering (Architectural & Structural Design, Construction Management)	YDG Engineering (MEP)	T. Brooks & Associates (Hazardous Materials)	
Tasks	Description					
TASK 1	Program Planning and Outreach					
1.1	Prepare and attend "Kickoff" Meeting	P	A	A	A	
1.2	Develop roles and responsibilities.					
1.3	Develop communications plan, reporting templates, identify program and phase tasks/milestones.					
1.4	Connect to program database and develop fields.					
1.5	Develop phasing plan for each grant.					
1.6	Develop project and phase schedule.					
1.7	Meet with Building Department.	A	P			
1.8	Review and update program policies and procedures.					
1.9	Review program documentation and provide comments/updates.					
1.10	Identify required reports and forms and customize for project.					
1.11	Review and update homeowner educational materials and homeowner handbook.					
1.12	Develop and distribute project Work Plan to team.					
1.13	Participate in meetings with the community, FAA, contractors, property owners, etc. (up to 10 Mtgs/yr).					
1.14	Assist Airport with updating of project website.					
1.15	Assist Airport with outreach.	P				
TASK 2	Acoustical Services / Pre-Design					
2.1	Initial Home Survey (includes scheduling).	P	A			
2.2	Develop Acoustical Test Plan (ATP), submit to FAA and revise as required.					
2.3	Conduct pre-construction acoustical testing.	P				
2.4	Provide acoustical measurement analysis and eligibility results reports to Airport.	P				
2.5	Perform noise modeling.	P				
2.6	Develop preliminary acoustical treatments and present to FAA, revise as required.					
2.7	Update field survey templates based on approved acoustical treatments.					
2.8	Perform post-construction acoustical testing (includes scheduling, sending reminder letters).	P				
2.9	Perform post-construction acoustical measurement analysis and final results report to Airport.	P				
TASK 3	Design					
3.1	Provide project management, coordination and administration.	P	A	A		
3.2	Conduct internal weekly design meetings with design team.	P	A	A		
3.3	Conduct bi-weekly design meetings with the Airport.					
3.4	Schedule site assessments.	P	A			
3.5	Conduct site assessments (Architectural, Mech. & Electrical).	P	A	A		
3.5	Conduct hazardous materials testing.	A	A	A	P	
3.5	Conduct site assessments (Structural).	A	P			
3.6	Prepare background drawings of the building, site and floor plans.	P	A			
3.7	Provide "Existing Conditions Reports" for each property.	P	A	A	A	
3.8	Provide 80% Architectural designs.	P	A	A		
3.8	Provide 80% Mechanical & Electrical Designs.	A	A	P		
3.8	Provide 80% Structural Designs.	A	P	A		
3.8	Prepare specifications and details. Coordinate with Airport front-end documents.	A	P	A	A	
3.8	Preparation of hazardous materials testing results reports.				P	
3.9	Coordinate and QC 80% design packages.	P	A	A	A	
3.10	Submit 80% construction documents to Airport for review; incorporate review comments.	P	A	A		
3.11	Schedule and conduct plan review with homeowners; incorporate homeowner comments.	A	P	A		
3.12	Prepare construction documents suitable for bidding (includes final QC).	P	A	A	A	

2022 Fresno Yosemite International Airport SMART Program - Task Responsibility Matrix		Insert information in Dark Blue Cells only!				
	Company Name	CSDA Design Group (Project Management, Acoustical Testing, Architectural Design, Construction Management)	Associated Design and Engineering (Architectural & Structural Design, Construction Management)	YDG Engineering (MEP)	T. Brooks & Associates (Hazardous Materials)	
Tasks	Description					
3.13	Prepare a cost estimate for each property.	P	A	A	A	
3.14	Prepare permit copies of plans and submit to Building Department.	P	A			
3.15	Respond to Building Department review comments.	A	P	A		
TASK 4	Construction Administration					
4.1	Provide construction management and coordination.	P	A			
4.2	Conduct bi-weekly construction progress meetings.	P	A			
4.3	Submit bi-weekly construction progress reports to Airport.	P	A			
4.4	Develop overall construction schedule and monitor contractor schedules.	P	A			
4.5	Provide pre-bid support (attend pre-bid meeting, respond to RFIs, preparation of addenda, etc.).	P	A	A	A	
4.6	Provide pre-construction support (attend pre-construction meeting, assume 1 per bid group).	P	A	A	A	
4.7	Review and approve contractor submittals.	A	P	A	A	
4.8	Attend contractor's "verification of measurements" site visits.	A	P	A		
4.9	Respond to contractor's Request for Information (RFIs).	A	P	A	A	
4.10	Conduct warehouse materials inspection. Report findings to Airport.	P	A	A		
4.11	Assist the contractor with documenting existing conditions at each residence.	A	P			
4.12	Provide hazardous materials abatement oversight, testing and reporting.		A		P	
4.13	Provide construction observation at each property during construction (minimum 3 visits per home with reports).	A	P			
4.14	Provide substantial completion and final inspections at each property (includes identification of punch-list items).	P	A	A	A	
4.15	Review "close-out" materials for each property, including "as-built drawings", warranties, air balance reports, final permits, etc.	P	A	A		
4.16	Provide engineering close-out reports to document compliance, costs and acoustical testing results.	P	A			
4.17	Provide warranty claim resolution.	A	P	A		
4.18	Review contractor's payment applications, cost proposals and change orders. Prepare change order RCP.	P	A	A		
4.19	Review contractor's certified payroll.		P			
P = Primary, A = Assist						

Exhibit A  
SCHEDULE OF FEES  
Consultant Service Agreement between City of Fresno  
and CSDA Design Group  
Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program

2022 Fresno Yosemite International Airport SMART Program - Invoice Tasks and Fee Proposal Tasks			
Invoice Task No.		Includes these Tasks from the Fee Proposal	
Description		Tasks	Description
Task 1	Program Planning & Outreach	TASK 1	Program Planning and Outreach
		1.1	Prepare and attend "Kickoff" Meeting
		1.7	Meet with Building Department.
		1.15	Assist Airport with outreach.
Task 2	Acoustics – Windshield Survey	TASK 2	Acoustical Services / Pre-Design
		2.1	Initial Home Survey (includes scheduling).
Task 2	Acoustics – Pre-Con Testing	2.3	Conduct pre-construction acoustical testing.
		2.4	Provide acoustical measurement analysis and eligibility results reports to Airport.
		2.5	Perform noise modeling.
Task 2	Acoustics – Post-Con Testing	2.8	Perform post-construction acoustical testing (includes scheduling, sending reminder letters).
Task 2	Acoustics – Post-Con Testing	2.9	Perform post-construction acoustical measurement analysis and final results report to Airport.
Task 3	Design Project Management & Meetings	TASK 3	Design
		3.1	Provide project management, coordination and administration.
		3.2	Conduct internal weekly design meetings with design team.
Task 3	Site Assessment	3.4	Schedule site assessments.
		3.5	Conduct site assessments (Architectural, Mech. & Electrical).
		3.5	Conduct hazardous materials testing.
		3.5	Conduct site assessments (Structural).
		3.6	Prepare background drawings of the building, site and floor plans.
		3.6	Processing of hazardous materials samples.
		3.7	Provide "Existing Conditions Reports" for each property.
Task 3	80% Design	3.8	Provide 80% Architectural designs.
		3.8	Provide 80% Mechanical & Electrical Designs.
		3.8	Provide 80% Structural Designs.
		3.8	Prepare specifications and details. Coordinate with Airport front-end documents.
		3.8	Preparation of hazardous materials testing results reports.
		3.9	Coordinate and QC 80% design packages.
		3.10	Submit 80% construction documents to Airport for review; incorporate review comments.
Task 3	100% Design	3.11	Schedule and conduct plan review with homeowners; incorporate homeowner comments.
		3.12	Prepare construction documents suitable for bidding (includes final QC).
		3.13	Prepare a cost estimate for each property.
		3.14	Prepare permit copies of plans and submit to Building Department.
		3.15	Respond to Building Department review comments.
Task 4	Construction Management & Meetings	TASK 4	Construction Administration
		4.1	Provide construction management and coordination.
		4.2	Conduct bi-weekly construction progress meetings.
		4.3	Submit bi-weekly construction progress reports to Airport.
Task 4	Pre-Construction/Bid/RFI's	4.4	Develop overall construction schedule and monitor contractor schedules.
		4.5	Provide pre-bid support (attend pre-bid meeting, respond to RFIs, preparation of addenda, etc.).
		4.6	Provide pre-construction support (attend pre-construction meeting, assume 1 per bid group).
		4.7	Review and approve contractor submittals.
		4.8	Attend contractor's "verification of measurements" site visits.
		4.9	Respond to contractor's Request for Information (RFIs).
		4.10	Conduct warehouse materials inspection. Report findings to Airport.
Task 4	Construction Administration	4.11	Assist the contractor with documenting existing conditions at each residence.
		4.12	Provide hazardous materials abatement oversight, testing and reporting.
		4.13	Provide construction observation at each property during construction (minimum 3 visits per home with reports).
		4.14	Provide substantial completion and final inspections at each property (includes identification of punch-list items).
Task 4	Closeout	4.15	Review "close-out" materials for each property, including "as-built drawings", warranties, air balance reports, final permits, etc.
		4.16	Provide engineering close-out reports to document compliance, costs and acoustical testing results.
		4.17	Provide warranty claim resolution.
		4.18	Review contractor's payment applications, cost proposals and change orders. Prepare change order RCP.
		4.19	Review contractor's certified payroll.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **Consultant Service Agreement between City of Fresno (City) and CSDA Design Group (Consultant)**

Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program  
AIP 3-06-0087-91

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

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

(iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR\*

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

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

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

4. **EMPLOYER'S LIABILITY:**

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

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

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

**UMBRELLA OR EXCESS INSURANCE**

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

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

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



### **OTHER INSURANCE PROVISIONS**

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

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

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

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

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

for review.

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

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

#### **VERIFICATION OF COVERAGE**

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

**EXHIBIT C****DISCLOSURE OF CONFLICT OF INTEREST**

Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program  
AIP 3-06-0087-91

		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: \_\_\_\_\_

\_\_\_\_\_

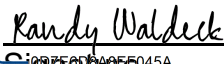
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DocuSigned by:  
  
 Signature  
 5/26/2022  
 Date  
 Randy Waldeck  
 (Name)  
 CSDA Design Group  
 (Company)  
 364 Bush Street 2/F  
 (Address)  
 San Francisco, CA 94104  
 (City, State Zip)

☐ Additional page(s) attached.

**EXHIBIT D**  
**ASSURANCES**

**Consultant Service Agreement between City of Fresno (City)  
and CSDA Design Group (Consultant)**

**A. I. P. PROJECT NO. 3-06-0087-91**

**Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program**

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.

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

#### **G. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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

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

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

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

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

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

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

#### **I. RIGHTS TO INVENTIONS**

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

#### **J. TRADE RESTRICTION CLAUSE**

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

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

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

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



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

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

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

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

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

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

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

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

Attachment C: Certification of Architect/Engineer Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors and subcontractors agree:

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

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

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

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

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

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

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

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

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

by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

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

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

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

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

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

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

**Required Documentation**

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

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

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

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

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

5/26/2022

Date

DocuSigned by:

Randy Waldeck

Signature

CSDA Design Group

Company Name

President

Title

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

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

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

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

**Required Documentation**

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

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

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

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

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

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

5/26/2022

Date

DocuSigned by:

Randy Waldeck

Signature

CSDA Design Group

Company Name

President

Title



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

**A. I. P. PROJECT NO. 3-06-0087-91**

**Consultant Service Agreement between City of Fresno  
and CSDA Design Group**

**Fresno Yosemite International Airport FAR Part 150 Noise Compatibility Program**

State of California

I hereby certify that I am the owner and/or duly authorized representative of the firm of CSDA Design Group, whose address is 364 Bush Street, Second Floor, San Francisco, CA 94104 and that neither I nor the principals here represented have:

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

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

5/26/2022

Date

DocuSigned by:

*Randy Waldeck*

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Signature