

## **AIRPORT CONSULTING SERVICES CONTRACT**

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This Agreement, effective as of this 11 day of December, 2018, is by and between:

**CITY OF REEDLEY, REEDLEY MUNICIPAL AIRPORT** hereinafter referred to as the **SPONSOR** AND **C&S ENGINEERS, INC.** hereinafter referred to as the **CONSULTANT**.

FOR THE PURPOSE of providing design, engineering and construction management services for both AIP and potential non-federally funded projects for the Reedley Municipal Airport. All work will be required to meet Federal Aviation Administration (FAA) standards and California Department of Transportation (Caltrans) Aeronautics Division Standards.

The scope of services includes, but is not limited to, the following tasks:

- Environmental studies, assessments, and reports to include requirements of CEQA, NEPA, CATEX and associated regulations; and representing the City in discussions with regulatory agencies.
- Assist in preparation and development of the Airport Capital Improvement Plan (ACIP). Prepare necessary applications and documentation for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funding.
- Project engineering; airfield civil and electrical engineering for ACIP projects including terminal, runways and taxiways and associated tasks.
- Miscellaneous airport engineering and consulting support services as may be required from time to time by the City of Reedley. These consultant services may include representing the City in discussions with FAA regarding the work program, grant requirements and project documentation.
- Special Services may include:
  1. Airport business and operational consulting.
  2. Assisting Reedley Municipal Airport in the preparation of necessary applications for local, state, and federal grants.
  3. Soils investigations, including core sampling, laboratory tests, quality assurance related analyses and reports.
  4. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
  5. Land surveys and topographic maps.
  6. Public information and community involvement surveys, studies and activities.
  7. Pen and ink changes to ALP.

The Sponsor and Consultant do hereby mutually agree to the following:

## **ARTICLE ONE - SERVICES AND RESPONSIBILITIES**

- 1.1 **Employment of the Consultant.** In consideration of the mutual promises contained in this Agreement, the Sponsor engages the Consultant to render airport consulting services in furtherance of the Sponsor's development, operation, and management of airports under the control of the Sponsor in accordance with all the terms and conditions contained in this Agreement, and pursuant to Authorization(s) of Services issued pursuant to this Agreement for specific projects, which Authorization(s) shall be attached to and by this reference made a part of this Agreement.
- 1.2 **Scope of Services.** The Consultant shall do, perform, and carry out, or cause to be done, performed, and carried out, the services generally outlined below and specifically indicated in future task orders to be incorporated by reference hereto. In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. To assist it in doing, performing, and carrying out the services, the Consultant is authorized to utilize the services of independent contractors, consultants, and subconsultants, when such services are warranted and agreed upon by the Sponsor.
- (a) **General Services.** The Consultant shall render services as the Sponsor's airport consultant, giving consultation and advice as needed. The Consultant shall provide general project administration, financial planning, and management services, including, but not necessarily limited to, consultation regarding priority determination, funding sources, and scheduling of work for the design and construction of airport maintenance and development projects.
  - (b) **Planning and/or Feasibility Studies.** For all services not covered under the above general services, separate Authorization of Services will be prepared as required. Each Authorization of Services for planning and/or feasibility studies shall set forth the specific services to be performed; the time limits, if any, within which such services are to be performed; the compensation to be paid the Consultant for its services; and other special conditions or provisions which apply to the particular study and are not addressed elsewhere in this Agreement. The Consultant may elect not to perform any services before execution of such an Authorization of Services.
  - (c) **Airport Engineering Services.** The Consultant shall assist the Sponsor in determining the extent of engineering projects and shall perform the phases of preliminary design, final design, bidding, and construction administration. Specific engineering services will be included under a Scope of Services in an attached Authorization of Services. One or more separate Work Orders will be prepared for each project and when signed by the parties, becomes a part of this Agreement. Each Work Order shall set forth, in addition to the specific services to be performed in connection with the project described therein, the time limits, if any, within

which such services are to be performed; subconsultants to be utilized; the compensation to be paid the Consultant for its services; and any other special conditions or provisions which apply to the subject project and are not addressed elsewhere in this Agreement. The Consultant may elect not to perform any services before execution of an Authorization of Services.

- 1.3 **Responsibility of the Consultant.** The Consultant shall be responsible for the quality, technical accuracy, and the coordination of all services provided by the Consultant under this Agreement.
- 1.4 **Responsibility of the Sponsor.** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards (on the accuracy of which the Consultant may rely in performing its services); assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects; and necessary permits and approval of governmental authorities or other individuals.
- 1.5 **Subcontracts.** At the time subcontracted services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subcontracting firm. The Consultant must receive approval in writing from the Sponsor prior to utilization of a subconsultant. The Sponsor's approval will not be withheld unreasonably.
- 1.6 **Time of Performance.** The general services of the Consultant shall be available on a continuous basis for a period of Five (5) years commencing as of the effective date of this Agreement set forth above. Specific services described in all attached Authorization of Services shall be undertaken and completed in the sequence and timeframe agreed upon and specified in each Authorization of Services. It is understood that specific services begun during the Time of Performance as outlined above may require the services of the Consultant beyond the termination date of this Agreement, in which case the provisions of this Agreement will remain in effect until the specific services are complete.

## **ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT**

- 2.1 **Compensation.** All compensation for services rendered by the Consultant shall be based upon criteria established below which relate to the type of services provided and must be billed through the Consultant.
  - (a) **General Services.** Compensation for general services authorized by the Sponsor shall be based upon agreement between the Sponsor and the Consultant. General services may be included in the Consultant's scope of services. The Consultant and any of its subconsultants must provide hourly rate schedules which will be approved by and placed on file with the Sponsor. Such hourly rate schedules will establish a billing note for each employee category which includes direct salary,

overhead, and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and generally approved by the Sponsor beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, but not purchases of same and all purchases which become the property of the Sponsor. The Consultant may submit revised hourly rate schedules when changes occur and adjustments are necessary, provided that such changes are approved by the Sponsor and no other adjustments have been approved during a period of no less than six (6) months prior to the requested adjustment. The Consultant's 2019 rate schedule is attached hereto as Exhibit "A".

- (b) Project Services. Compensation for services rendered by the Consultant shall be negotiated with the Sponsor and formally agreed to in a Work Order that will become an amendment to this Agreement.

A Work Order shall include labor projections by task and will result in a lump sum fee for the service, unless otherwise specified. This fee will constitute full and complete compensation for services performed by the Consultant and/or its subconsultants.

- 2.2 **Method of Payment.** The Sponsor shall pay the Consultant pursuant to the agreed-upon rate schedule the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that it has performed the services and is entitled to the amount requisitioned under the terms of this Agreement.

- (a) General Services. For general services rendered through authorization from the Sponsor, the Consultant shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the Consultant specifying that it has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.
- (b) Major Project Services. For services rendered under an Authorization of Services, the Sponsor shall pay to the Consultant not more than the fixed-fee amount set out in the particular Authorization of Services. Payment shall be at monthly intervals subject to receipt of requisitions for payment from the Consultant specifying that it has performed the services and is entitled to the full amount requisitioned under the terms of the Authorization of Services and this Agreement. Requisitions for payment will be based upon the percentage of the Consultant's services actually completed during the monthly billing period in relation to all services to be performed under that particular Authorization of Services.

- 2.3 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for services completed unless otherwise agreed to by the Sponsor. The Consultant shall also prepare the necessary forms and Requisitions for Payment under the State of California and/or Federal project grant application requirements.
- 2.4 **Billing Address.** All billing will be to the Airport Manager at 100 N. East Avenue, Reedley CA, 93654
- 2.5 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices net upon receipt. At no time will payment of requisitions exceed thirty (30) days from the date of the invoice without notification to the Consultant. It is expressly understood that the Sponsor has the right to withhold payment on an invoice if it believes that the Consultant has not performed the requisitioned services in a satisfactory manner. If the Sponsor decides to withhold payments to the Consultant for any reason, it must provide written notification and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.
- 2.6 **Notice.** All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

**Sponsor:**

Sarah Reid  
Airport Manager  
City of Reedley  
100 N. East Avenue  
Reedley, CA 93654

**Consultant:**

Jessica Bryan  
Department Manager  
C&S Engineers, Inc.  
8950 Cal Center Drive, Suite 102  
Sacramento, CA 95826

The address to which any notice or demand may be given to either party may be changed by written notice.

### **ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES**

The Sponsor may, at any time and by written order, make changes in the services to be performed under this Agreement and such changes must be agreed to in writing by both parties. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, then an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this Article Three must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change.

## ARTICLE FOUR - TERMINATION OF THE AGREEMENT

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

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

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

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

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

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

- a) **Termination by Sponsor:** The Sponsor may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Sponsor approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;  
or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings,

specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

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

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

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

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

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

## **ARTICLE FIVE - ASSURANCES**

- 5.1 **Access to Records and Reports.** The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, 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 Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant 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.

- 5.2 **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

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

- 5.3 **General Civil Rights.** The Consultant agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

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

- (a) **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The Consultant, 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 Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including



employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- (c) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant 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 Consultant of the consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- (d) **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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.
- (e) **Sanctions for Noncompliance:** In the event of a Consultant'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:
  - (1) Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - (2) Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration or Caltrans may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States and the State of California to enter into the litigation to protect the interests of the United States and the State of California.

5.5. **Clean Air and Water Pollution Control.** Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery.

The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

- 5.6 **Certification Regarding Debarment.** The Consultant certifies, by acceptance of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower-tier participant is unable to certify to this statement, it shall attach an explanation to the solicitation.
- 5.7 **Disadvantaged Business Enterprises Contract Assurance.** The Consultant or any of its subconsultants shall not discriminate on the basis of race, color, nation origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant 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 sponsor or the FAA deems appropriate.
- 5.8 **Distracted Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

- 5.9 **Energy Conservation Requirements.** Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).
- 5.10 **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

5.11 **Trade Restriction Certification.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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

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 USC Section 1001.

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate

against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

**5.12 Lobbying and Influencing Federal Employees.** The Consultant certifies by signing and submitting this Agreement, 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 Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**5.13 Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims

or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

- 5.14 **Rights to Inventions.** Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

- 5.15 **Certification of Consultant Regarding Tax Delinquency and Felony Convictions.** The Consultant must complete the following two certification statements. The Consultant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The Consultant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
  - 2) The applicant represents that it is ( ) is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 5.16 **Veteran's Preference.** In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- 5.17 **CALTRANS Review and Approval.** On projects involving State Airport Development Agreements, CALTRANS shall approve all plans and specifications prior to bid advertisement. In addition, all change orders shall also be approved by CALTRANS.
- 5.18 **Ownership of Documents and Other Data.** Original documents, such as tracings, plans specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and generally should remain in the property of the Consultant unless otherwise agreed to by

both parties. Reproducible copies of the drawings and copies of other pertinent data, including available electronic files, on disk, shall be provided to the Sponsor.

## **ARTICLE SIX - SUSPENSION OF SERVICES**

The Sponsor may order the Consultant, in writing, to suspend all or any part of the services for such period of time as it may determine to be appropriate for the convenience of the Sponsor. If the performance of all or any part of the services is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and the Agreement and Authorization of Services, if applicable, shall be modified in writing accordingly. However, no adjustment shall be made under this Article Six for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

## **ARTICLE SEVEN - LIABILITY**

- 7.1 **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Sponsor and its representatives, officers, directors, officials, and employees from and against any claims, direct damages, losses, and expenses (including, but not limited, to reasonable attorneys' fees, court costs, and the costs of appellate proceedings) resulting from or caused by the Consultant's negligent acts, errors, mistakes or omissions in the performance of services under this Agreement. The Consultant's duty to hold harmless and indemnify the Sponsor shall arise in connection with any claim, direct damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property, including loss of use resulting therefrom, caused by any negligent act, error, mistake, or omission in the performance of the Consultant's services under this Agreement, including those by any person for whose negligent acts, errors, mistakes, or omissions Consultant may legally be liable. The amount and type of insurance coverage requirements set forth in this Agreement shall not limit the scope of the indemnity in this Paragraph 7.1.
- 7.2 **Liability of Subconsultants.** It shall be the responsibility of the Consultant, to assure through contractual agreement that any independent contractor, subcontractor, or subconsultant utilized by the Consultant under subparagraph (c) of Paragraph 1.2 ,Scope of Services, shall save and hold harmless the Consultant, the Sponsor, and any of their respective representatives, officers, directors, officials, and employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of, resulting from, or caused by, any negligent error, omission, or act of the independent contractor, subcontractor, or subconsultant.

## ARTICLE EIGHT - INSURANCE

Without limiting Consultant's indemnification of the Sponsor, and prior to commencement of work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the Sponsor.

- A. Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Consultant shall submit to the Sponsor, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Sponsor, its officers, agents, employees, and volunteers.
- B. General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10, or equivalent, to provide that the Sponsor and its officers, officials, employees, and agents shall be additional insureds under such policies.
- C. Professional Liability. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- D. Proof of Insurance. Consultant shall provide to Sponsor, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the Sponsor, prior to commencement of performance. Current evidence of insurance shall be kept on file with the Sponsor at all times during the term of this Agreement. The Sponsor reserves the right to require complete, certified copies of all required insurance policies, at any time.
- E. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Sponsor.
- F. Enforcement of Contract Provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Sponsor to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Sponsor, nor

does it waive any rights hereunder.

- G. Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- H. Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.

## **ARTICLE NINE - INTERESTS AND BENEFITS**

- 8.1 **Interest of Sponsor Members and Others.** No officer, member, or employee of the Sponsor and no member of its governing body who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE TEN - ASSIGNMENT**

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Sponsor; provided, however, that claims for money due or to become due to the Consultant from the Sponsor under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Sponsor.

## **ARTICLE ELEVEN- CLAIMS AND DISPUTES**

All claims, disputes, and matters in question between the Sponsor and the Consultant arising out of this Agreement which are not resolved to the satisfaction of either parties after being submitted to the City Manager, will be submitted to non-binding mediation prior to any lawsuits being filed. The parties agree to share the costs of mediation equally. In any mediation or lawsuit, the prevailing party shall be entitled to an award of its attorney's fees and costs.



## ARTICLE TWELVE- GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any suit arising out of this Agreement shall be brought in the state courts of California, but only after the review procedure specified in Article 11.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

**City of Reedley, California**

By: 

Name: Nicole R. Zieba

Title: City Manager

**C&S Engineers, Inc.**

By: 

Name: Jessica Bryan, P.E., C.M.

Title: Department Manager

**EXHIBIT A**

C&S Engineers, Inc.  
8950 Cal Center Drive, Suite 102  
Sacramento, CA 95826  
P: (916) 364-1470

**C&S Engineers, Inc.**  
**2019 Billing Rate Schedule**

<b>LABOR CATEGORY</b>	<b>BILLING RATE</b>
<b>Operations</b>	
Service Group Manager	\$ 284.00
Department Manager	\$ 273.00
Administrative Assistant	\$ 98.00
<b>Engineering</b>	
Project Manager	\$ 248.00
Principal Engineer	\$ 216.00
Senior Project Engineer	\$ 190.00
Project Engineer	\$ 174.00
Engineer	\$ 150.00
Staff Engineer	\$ 126.00
Senior Designer	\$ 134.00
Designer	\$ 115.00
CADD Operator	\$ 104.00
<b>Planning</b>	
Managing Planner	\$ 200.00
Senior Project Planner	\$ 189.00
Planner	\$ 130.00
Grants Administrator	\$ 118.00
Staff Planner	\$ 115.00
GIS Analyst	\$ 105.00
<b>Construction Management</b>	
Senior Construction Supervisor	\$ 200.00
Construction Supervisor	\$ 168.00
Construction Inspector	\$ 132.00
Resident Engineer	\$ 175.00
Inspector (Prevailing Wage)	<i>Based on applicable DIR Wages at time of project</i>
Inspector (Prevailing Wage OT)	<i>Based on applicable DIR Wages at time of project</i>
Inspector (Non-Prevailing Wage)	\$ 126.00

## EXHIBIT B



U.S. Department of Transportation  
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 8/31/2019

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### Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Reedley

Airport: Reedley Municipal Airport

Project Number: 3-06-0196

Description of Work: Airport Consulting Services Contract (FY2018-2023)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
☒ Yes   ☐ No   ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
☒ Yes   ☐ No   ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).  
☒ Yes   ☐ No   ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
☒ Yes   ☐ No   ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
☒ Yes   ☐ No   ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
☒ Yes   ☐ No   ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).  
☒ Yes   ☐ No   ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
☒ Yes   ☐ No   ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of

Name of Sponsor: City of Reedley

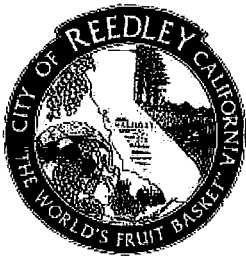
Name of Sponsor's Authorized Official: Nicole R. Zieba

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: \_\_\_\_\_



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 7

**DATE:** December 11, 2018

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A FIVE YEAR AGREEMENT WITH C&S COMPANIES FOR AIRPORT CONSULTANT SERVICES

**SUBMITTED:** Sarah Reid  
Community Services Director

**APPROVED:** Nicole R. Zieba  
City Manager

### **RECOMMENDATION**

Approve and authorize the City Manager to sign a five year agreement with C&S Companies for airport consultant services.

### **BACKGROUND**

Every five years the Federal Aviation Administration (FAA) requires airport sponsors to advertise for airport consulting services. The guidance for this process can be found within the FAA Advisory Circular (AC) 150/5100-14E, *Architectural, Engineering, Planning, and construction administrative Consultant Services for Airport Grant Projects*. Therefore, a Request for Qualifications was advertised in the Reedley Exponent, Association of California Airports (ACA), and on the City website for 30 days during the month of October, 2018. This complies with the FAA requirements for advertisement. The deadline for qualification packages was October 30, 2018, in which two responses from consulting firms were received – Reinard W. Brandley and C & S Companies.

The FAA AC states that a review process must take place to assess the written qualification packages and make a recommendation to the Airport Commission before going to City Council. A review panel consisted of the Community Services Director, Public Works Director and two airport commissioners. The review panel and the Airport Commission unanimously felt that C&S Companies was found to be the most qualified firm for airport consulting services to be provided to the City. The City and C&S have the right to terminate the contract at any time with a 30 day written notice, and the City reserves the right to conduct independent fee estimates for projects to verify reasonable fees.

In both 2008 and 2013, the City went through this same process and selected C&S Companies as the most qualified firm for its airport consulting work. In this ten year period, the City of Reedley and C&S Companies have successfully planned and constructed Perimeter Fence and Runway Preservation projects. C&S has also played an integral part in fostering relationships with the FAA and Caltrans to help the City acquire additional funding for these projects. The completion of these projects has made

the airport more viable to the aviation system and increased safety for its pilots.

**FISCAL IMPACT**

C&S uses local firms for specialized services during design projects such as geotechnical, survey, water quality, and biological studies as they are required for specific projects. In addition, C&S has worked with the City to include administrative fees for the City to recoup during each project. This helps off-set the grant match and allows City staff to perform services while getting reimbursed from the FAA as needed on projects. The next five years of improvements will address the drainage issues and monthly and transient tiedown areas.

**COMMITTEE/COMMISSION REVIEW/ACTIONS**

At the Airport Commission meeting on November 29, 2018, the Commission recommended C&S Companies to continue providing airport consultant services for the City of Reedley.

**PRIOR COUNCIL ACTIONS**

In both 2008 and 2013, C&S was recommended to the Airport Commission for consecutive five year terms. On both occasions, the City Council passed this recommendation unanimously.

**ATTACHMENTS**

Airport Consulting Services Contract with C&S Companies

Motion: \_\_\_\_\_

Second: \_\_\_\_\_