

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

THIS AGREEMENT is made and entered into effective the 28th day of March, 2014, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Stantec Consulting Services Incorporated, a New York Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional engineering services for the design of plans and general construction contract documents for DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING, hereinafter referred to as the "Project;" and

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

WHEREAS, 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 Public Utilities (hereinafter referred to as "Director") or his/her designee.

AGREEMENT

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

1. Scope of Services and Completion Schedule. CONSULTANT shall perform the services described herein and in **Exhibit A** to complete the Project more fully described in **Exhibit A**, and this shall include all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**. The services of CONSULTANT shall consist of five Parts as described below. A separate Notice to Proceed will be issued for each of the aforementioned Parts. By entry into this Agreement and upon CITY'S issuance of a written "Notice to Proceed," CITY contracts for the services in Part One. CONSULTANT shall not perform any other Part of the Agreement, and this Agreement shall not be a contract for any other Part, until further performance is authorized by CITY'S issuance of a written "Notice to Proceed." It shall, however, remain CONSULTANT'S offer to perform all remaining parts described herein. In the event CONSULTANT performs services without CITY'S prior written authorization, CONSULTANT will not be entitled to compensation for such services.

(a) Part One. Schematic Design Phase.

(1) CONSULTANT shall review the description of the Project set forth in **Exhibit A** and consult with designated representatives of CITY to ascertain the requirements of the Project.

(2) CONSULTANT shall complete a topographic survey in accordance with the detailed minimum survey requirements set forth in **Exhibit A**. The topographic survey shall include sufficient detail for the design of the Project, to establish pertinent right-of-way and property lines, and as necessary to obtain the acceptance of

CITY. CONSULTANT shall provide CITY with an electronic file of the topographic survey in the following format:
Autocad.

(3) CONSULTANT shall conduct studies and investigations as necessary to confirm requirements of design including, but not limited to, (i) consulting with the various utility agencies, and (ii) obtaining all information and data from the respective responsible CITY department/division that is available in CITY'S records and is required by CONSULTANT in connection with the consulting services including, but not limited to, maps, reports, information, restrictions and easements.

(4) CONSULTANT shall provide a preliminary evaluation of the Project taking into consideration CITY'S estimate of the cost of construction ("Construction Budget") of \$7,500,000, including alternative approaches to design and construction of the Project.

(5) Based upon the mutually agreed upon Project requirements and any adjustments authorized by CITY in the Construction Budget, CONSULTANT shall design and prepare schematic design drawings and other documents for review, modification, if required, and acceptance by CITY staff sufficient to show the concept and scope of the proposed Project and the scale and relationship of Project components.

(6) CONSULTANT shall submit a preliminary estimate of construction cost for review and acceptance by CITY. As used herein, "construction cost" means the cost of construction under the general construction contract and does not include CONSULTANT'S compensation as herein provided. Such estimate shall include, and shall separately state, the cost of any add or deduct alternatives, the cost of any work which may be let on a segregated bid basis and any equipment or fixtures which may be incorporated in or excluded from the general construction contract as may be necessary to stay within the Construction Budget.

(7) CONSULTANT shall make as many submittals as may be necessary or desirable to obtain the acceptance by CITY and shall assist CITY in applying for and obtaining from applicable public agencies any approval permit, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to CITY.

(8) CONSULTANT may not rely upon any as-builts provided by CITY, but shall investigate the existing conditions and ascertain the adequacy of such as-builts for CONSULTANT'S design. CONSULTANT shall bring to CITY'S attention any discrepancies in the as-builts that are discovered by CONSULTANT. CITY makes no representations regarding any as-builts.

(9) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 120 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 30 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

(b) Part Two. Design Development Phase. After review and acceptance of the schematic design phase and issuance of a written Notice to Proceed with this Part Two:

(1) Based upon the accepted schematic design documents and the Construction Budget, including authorized revisions thereto, CONSULTANT shall prepare for review and acceptance by CITY the design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as necessary to show treatment of significant details. In addition, CONSULTANT shall provide outline specifications of the work as to kinds of materials, systems, and other such design elements as may be required. Such design development documents and specifications shall be subject to review and acceptance by CITY.

(2) CONSULTANT shall submit a revised estimate of construction cost for review and acceptance by CITY. The revised estimate shall include, but shall separately state, the cost of any add or deduct alternates, any work which may be let on a segregated bid basis, and any furnishings, equipment or fixtures which may be incorporated in or excluded from the general construction contract as may be necessary to stay within the Construction Budget, including authorized revisions thereto.

(3) In the event that the revised estimate of construction cost exceeds the preliminary estimate of construction cost previously accepted, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishing, equipment or fixtures which was identified in Part 1 as that which may be excluded from the general construction contract, CITY shall have the option of accepting or rejecting the revised estimate and CONSULTANT shall, at no additional cost to CITY, make such design changes as may be necessary to reduce the revised estimate so that it shall not exceed the preliminary estimate of construction cost previously accepted by CITY. CITY shall not increase the scope of the Project except by modification of this Agreement which shall include an agreed upon increase in CONSULTANT'S compensation.

(4) CONSULTANT shall make as many submittals as may be necessary or desirable to obtain the acceptance by CITY and shall assist CITY in applying for and obtaining from applicable public agencies any approval, permit, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to CITY.

(5) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 270 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 30 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

(c) Part Three. Construction Document Phase. After review and acceptance of the design development phase and issuance of a written Notice to Proceed with this Part Three:

(1) CONSULTANT shall prepare from the accepted design development documents, detailed plans and specifications setting forth the complete work to be done, and the materials, workmanship, finishes and equipment, fixtures, and site work required. CONSULTANT shall also prepare necessary bidding information, general and special conditions of the general construction contract, technical specifications of the general construction contract, and the bid proposal and general construction contract forms. Such documents shall be subject to the review and acceptance by CITY. CONSULTANT shall cooperate with, assist and be responsive to CITY'S Purchasing Manager in preparation of all documents including, without limitation, slip-sheeting final documents for printing when requested. CITY'S Standard Specifications must be used by CONSULTANT where possible. Final drawings shall be drawn, printed or reproduced by a process providing a permanent record in black on vellum, tracing cloth, polyester base film, or high quality bond copy. Bid, general conditions, contract and bond document forms or formats regularly used by CITY shall be used by CONSULTANT unless the Director determines they would be impractical for this Project. CONSULTANT shall be responsible for assuring that the special conditions, technical specifications and any other documents prepared by CONSULTANT are consistent with any documents regularly used by CITY that are used for this Project.

(2) Upon request of CITY, CONSULTANT shall provide the calculations used to determine the general construction contract quantities; and structural calculations for the purpose of obtaining any building permits.

(3) CONSULTANT shall make as many submittals as may be necessary or desirable to obtain the acceptance by CITY and shall assist CITY in applying for and obtaining from applicable public agencies any approval, permit, report, statement, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to CITY.

(4) CONSULTANT shall provide CITY with 4 sets of completed plans and 4 sets of completed specifications for review and final acceptance by CITY. Should the plans and specifications as submitted by CONSULTANT not be accepted by CITY, CONSULTANT shall revise the plans and specifications as needed to obtain final acceptance at no additional cost to CITY.

(5) After acceptance of final corrections, if any, CONSULTANT shall provide CITY with one set of accepted reproducible tracings and bid documents for the Project. In addition, CONSULTANT shall provide CITY with one complete set of CAD/System disk files of drawings and complete disk files of specifications in the following format: Autocad.

(6) CONSULTANT shall submit a final estimate of construction cost for review and acceptance by CITY. Such estimate shall be calculated as of the date all general construction contract documents are delivered to CITY in final form ready for reproduction and advertising. Such estimate shall include, but shall separately state, the cost of any add or deduct alternates, any work which may be let on a segregated basis, and any equipment, or fixtures which may be incorporated in or excluded from the general construction contract.

(7) In the event that the final estimate of construction cost exceeds the revised estimate of construction cost previously accepted, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which was identified in the final revised estimate in Part 2 as that which may be excluded from the general construction contract, CITY shall have the option of accepting or rejecting the final estimate. If CITY elects to reject the final estimate, CONSULTANT shall at no additional cost to CITY, make such design changes as may be necessary to reduce the final estimate so that it shall not exceed the revised estimate of construction cost previously accepted by CITY.

(8) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 45 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 30 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

(d) Part Four. Bidding Phase. After review and acceptance of the construction document phase and if CITY elects to proceed to bid, which shall constitute a written Notice to Proceed with this Part Four:

(1) CONSULTANT shall assist CITY in obtaining bids. CONSULTANT shall not communicate with potential bidders regarding this Project without the express prior written authorization of CITY'S Purchasing Manager.

(2) Upon request of CITY, CONSULTANT shall expeditiously draft addendum as determined by CITY to be reasonable or necessary for the bidding process.

(3) If the lowest responsible bid received for the general construction contract exceeds by 10% or more the final estimate of construction cost previously accepted by CITY, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which are excluded from the general construction contract, CONSULTANT shall, within 14 days of any request by CITY, revise the plans and specifications as may be necessary to stay within 10% of such final estimate of construction cost, at no additional cost to CITY provided such bid is received within 180 calendar days after completion of services in Section 1(c) of this Agreement. CONSULTANT shall also submit such revised plans and specifications, together with a new final estimate of construction cost, to CITY for review and acceptance. This procedure, using the latest accepted final estimate of construction cost, shall, upon written notice to CONSULTANT from the Director, be repeated until an acceptable bid is received that does not exceed the accepted final estimate of construction cost by more than 10%.

(e) Part Five. Construction Phase and General Construction Contract Administration. The construction phase will begin with the award of the general construction contract, which shall constitute a written Notice to Proceed with this Part Five, and will terminate when a Notice of Completion is filed. Upon award of a general construction contract for the Project and under the direction of the Director through CITY'S designated Construction Manager for the Project:

(1) CONSULTANT shall attend the pre-construction conference and, if called upon by CITY, act on CITY'S behalf in discussing the various aspects of the construction phase.

(2) CONSULTANT shall review and recommend in writing to CITY acceptance or non-acceptance of shop drawings, equipment and material submittals of the general construction contractor as required by the general construction contract and applicable laws and regulations in a timely manner. The period for CONSULTANT review shall be as specified in the general construction contract, except if such period is not so specified, the period shall be as determined in the pre-construction conference as mutually agreed upon by CITY, CONSULTANT and the general construction contractor.

(3) CONSULTANT shall, at intervals appropriate to the state of construction, familiarize itself with the progress and quality of the work and determine in general if the work is proceeding in accordance with the general construction contract documents, and keep CITY informed of the progress of the work. In the event that CONSULTANT'S visit to the site results in the discovery of any defect or deficiencies in the work of the general construction contractor, CONSULTANT shall immediately advise CITY and document, in writing, the work CONSULTANT deems substandard, and make recommendations where appropriate to reject any work not conforming to the intended design or specifications. Based on CONSULTANT'S best knowledge, information and belief, CONSULTANT shall provide CITY a general written assurance that the work covered by a payment application meets the standards in the general construction contract. As to technical aspects, CONSULTANT shall provide a written judgment of the acceptability of the work for payment applications and final acceptance, subject to CITY'S right to overrule CONSULTANT.

(4) Upon written request by CITY, CONSULTANT shall render interpretations of the general construction contract documents necessary for the proper execution or progress of the work.

(5) Upon written request by CITY, CONSULTANT shall render written recommendations on change orders, claims, disputes or other questions arising out of the general construction contract, in a timely manner. Recommendations by CONSULTANT in favor of a change order that is consequently accepted by CITY shall constitute approval by CONSULTANT who shall then approve the change order in writing. CONSULTANT shall not unreasonably withhold written approval in the event CITY accepts a change order that CONSULTANT recommended to be rejected. In the event of any technical disputes, CONSULTANT shall provide CITY with CONSULTANT'S written interpretation of the contract documents. The period for CONSULTANT review shall be as specified in the general construction contract, except if such period is not so specified, the period shall be as determined in the pre-construction conference as mutually agreed upon by CITY, CONSULTANT and the general construction contractor. If CITY, CONSULTANT and the respective general construction contractor are unable to mutually agree on such period for CONSULTANT review, then CITY will make the determination and that determination will be final.

(6) Upon written request by CITY, CONSULTANT shall provide such design and specification services as may be requested by CITY to implement change

orders necessary for clarification or interpretation of the general construction contract documents or which may have resulted from errors or omissions by CONSULTANT.

(7) Where change orders arise as a result of an increase in the scope of work or are due to unforeseeable conditions, the parties may modify this Agreement, which modification shall include an agreed upon increase in CONSULTANT'S compensation.

(8) Upon written request of CITY, CONSULTANT shall assist CITY in the preparation of Progress Payment Estimates and other related construction reports.

(9) CONSULTANT shall provide CITY with two sets of original as-grade plans wet-stamped and signed by the CONSULTANT'S Engineer of Record for the Project submitted for final approval by the CITY'S Building and Safety Services Division of the Development and Resource Management Department.

(10) CONSULTANT shall prepare Record Drawings by updating the accepted general construction documents in Part 3 to reflect all changes or deviations that occurred during construction as reflected on or from each of the following: (i) the general construction contractor provided red-lined plans, (ii) those furnished by the CITY, (iii) CONSULTANT provided Request for Information responses, and (iv) any CONSULTANT bulletins, amendments or clarifications. CONSULTANT shall provide CITY with one set of vellum Record Drawings for the Project within 60 calendar days from receipt of red-lined field markups unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 30 calendar days from receipt of CITY comments unless an extension of time is approved in writing by the Director. In addition, CONSULTANT shall provide CITY with one complete set of CAD/System disk files of Record Drawings in the following format: Autocad.

2. CITY'S responsibilities. CITY will:

(a) Provide, upon request and cooperation of CONSULTANT, access to, and make all provisions necessary to, enter upon public or private lands as required for CONSULTANT to perform such services and inspections as are required in development of the Project; provided, however, if CITY is unable to obtain access to enter upon public or private lands, CONSULTANT shall not be relieved from performing its services as to those public and private lands that are accessible.

(b) Manage and be responsible for all negotiations with owners in connection with land or easement acquisition and provide all required title reports and appraisals.

(c) With the exception of preparing correspondence required for design, hold all required special meetings, serve all public and private notices, receive and act upon all protests, and perform all services customarily performed by owners as are necessary for the orderly progress of the work and the successful completion of the Project, and pay all costs incidental thereto.

(d) Select the testing laboratory and pay the cost of borings, samplings, and other work involved in soils testing during construction.

(e) Conduct onsite inspection during construction to check quality and quantity of work as conditions warrant and be responsible for assuring that the general construction contractor carries out all construction work in accordance with the plans and specifications. However, this does not release CONSULTANT from its responsibility to make periodic site visits under Section 1(e) for the purpose of observing the work to determine its general conformity with the plans and specifications and reporting its findings to CITY.

(f) Prepare all change orders during construction in cooperation with CONSULTANT.

(g) Prepare all Progress Payment Estimates in cooperation with CONSULTANT following its general assurance that the work covered by a payment application meets the standards in the general construction contract documents based upon CONSULTANT'S best knowledge, information and belief.

(h) Pay, or cause to be paid, plan check fees, conditional use permit fees and site plan review fees.

(i) Arrange for and pay, or cause to be paid, any fees associated with Environmental Impact Reports or Statements.

(j) Give reasonably prompt consideration to all matters submitted by CONSULTANT for acceptance to the end that there will be no substantial delays in CONSULTANT'S program of work. For an acceptance, approval, authorization, a request or any direction to CONSULTANT to be binding upon CITY under the terms of this Agreement, such acceptance, approval, authorization, request or direction must be in writing, duly authorized by CITY and signed on behalf of CITY by the Director.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$757,956, paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**, and a contingency amount not to exceed \$72,362 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of CITY business. Such statements shall be for an amount no greater than that attributable to the Part upon which CONSULTANT is then engaged as provided in Section 3(c) below. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) For purposes of determining the division of the total compensation to CONSULTANT as provided in Section 3(a) above, or should performance of any succeeding Part not be authorized by CITY as provided in Section 1 of this Agreement, it is agreed that the total compensation shall be allocated to the five Parts of CONSULTANT'S performance as follows: Part 1 – 15.19%, Part 2 – 46.83%, Part 3 – 8.38%, Part 4 – 2.31% and Part 5 – 27.3%. Prior to the award of a general construction contract for the Project, or should such contract not be awarded, the approved Parts as provided above shall be utilized for purposes of determining the fee due to CONSULTANT.

(d) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment. Subsequent to the date of completion of Part Three, changes due to Code revisions or enactments adopted after such date shall constitute additional work subject to this Section 3(d).

4. Termination, Remedies, Force Majeure, and Consolidation of Disputes.

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

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

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

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

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault

or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify the Director or his/her designee 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 the Director or his/her designee of the cessation of such occurrence.

(g) CONSULTANT agrees that, notwithstanding any contrary provision in this Agreement, any dispute arising from or relating to this Agreement (including, without limitation, disputes based on contract, tort, equity or statute) may, at CITY'S option, be joined and consolidated with any other dispute or disputes arising from or relating to the Project so that all disputes arising from or relating to the Project may be resolved in a single proceeding. CONSULTANT hereby specifically waives any objection it may otherwise have to such joinder and consolidation and specifically consents to mediation, arbitration or any other dispute resolution mechanism, forum or proceeding necessary to effectuate the joinder and consolidation contemplated by this provision.

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

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

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

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

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

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

the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project.

CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

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

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

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

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

11. General Terms.

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

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

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

(d) CONSULTANT'S services pursuant to this Agreement shall be provided under the supervision of Steven Beck, and he/she shall not assign another to supervise CONSULTANT'S performance of this Agreement without the prior written approval of the Director.

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

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

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

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

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under

this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

13. Independent Contractor.

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

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

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

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

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

16. Assignment.

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

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

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

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

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

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

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

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

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

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the

reference, incorporated into and made a part of this Agreement.

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

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

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

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

///

///

///

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: [Signature]
Stephen A. Hogg,
Assistant Director
Department of Public Utilities

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: [Signature]
Deputy 3/28/2014

No signature of City Attorney required.
Standard Document #DPW 9.3 has been
used without modification, as certified by
the undersigned.

By: [Signature]
Kevin Norgaard
Supervising Professional Engineer
Department of Public Utilities

REVIEWED BY: [Signature]
Kevin Norgaard, Supervising Professional
Engineer
Department of Public Utilities

Addresses:
CITY:
City of Fresno
Attention: Kevin Norgaard,
Supervising Professional Engineer
5607 West Jensen
Fresno, CA 93706
Phone: (559) 621-5297
FAX: (559) 498-1700

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

Stantec Consulting Services Incorporated,
a New York Corporation

By: [Signature]
Name: Dennis R. Bennett
Title: Sr. Principal

[if corporation or LLC, Board
Chair, Pres. or Vice Pres.]

By: [Signature]
Name: Steven L. Beck

Title: Principal
[if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary.]

Any Applicable Professional License:
Number: Calif. CE 43799
Name: Steven L. Beck
Date of Issuance: 1/27/89

CONSULTANT:
Stantec Consulting Services Inc.
Attention: Steven Beck, P.E.,
Principal
3475 West Shaw Avenue Suite 104
Fresno, CA 93711
Phone: 559-271-2650
FAX: 559-271-5108

Exhibit A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno ("City") and Stantec Consulting Services Inc ("Consultant")

DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING PROJECT TITLE

Phase 1: Schematic Design

1.1 KICKOFF MEETING

Upon award of the project, a kickoff meeting/workshop will be held to review the scope of work, work plan, schedule, and fees; develop a communication plan for the project; and ensure that the Consultant Team and the City have a common understanding of the project scope and objectives. Prior to the kickoff meeting, Stantec will provide the City with a list of requested information/material (i.e., as-built drawings, odor sampling information, etc.) that is needed to commence work on the project.

Bi-weekly progress phone calls and project milestone meetings and workshops will be held during the design phase of the project to keep the RWRf project team updated on the status and deliverables for the project.

1.2 VOC DISCUSSION WITH SJVAPCD

The Permit requires any source testing to be conducted using methods and procedures approved by the San Joaquin Valley Air Pollution Control District (SJVAPCD). Previously used South Coast Air Quality Management District (SCAQMD) VOC source testing Method 25.3 has relatively higher method reporting limit (MRL of about 3-4 ppmv) when compared to alternative methods such as EPA Method 18, which has a MRL of less than 1 ppmv. Utilizing analytical method with lower MRL could result in substantial reduction in VOC treatment cost even if the total VOC emission limit remain unchanged. Therefore, Stantec proposes that the project team (including RWRf and Stantec) meet with the District to discuss and get approval for the best suited alternative method for total VOC sampling.

1.3 AIR SAMPLING, MONITORING AND REPORTING

Stantec will utilize the best qualified and SJVAPCD approved laboratories to conduct the air sampling and quantification. Stantec odor control designers will determine the sample locations ensuring comprehensive and strategic sample and monitoring effort. Air grab samples will be collected at different times of day from the strategic locations and will be analyzed for total VOC, individual VOCs, H₂S and total reduced sulfur (TRS) compounds. In addition to the discrete sampling effort, continuous hydrogen sulfide data logging samplers (Odalogs) will be placed in the emission sources location within the headworks for up to seven consecutive days. The Odalogs will record the H₂S concentration every minute for seven days providing both daily and weekly cycle loading to the system. Continuous H₂S data can be used to identify peak loading times of day to support grab sampling data. Stantec will prepare air sampling and monitoring report summarizing the findings.

1.4 ANTICIPATED PERMIT MODIFICATION DISCUSSION WITH SJVAPCD

Any changes to the odor control system will require an air permit modification. One (1) meeting with SJVAPCD is anticipated to discuss the proposed project. This will involve discussions with

SJVAPCD about anticipated permit limits. Stantec will work with the SJVAPCD staff and the RWRP project team during this regulatory review to determine the VOC treatment target.

1.5 ODOR TECHNOLOGY WORKSHOP

The results of the air sampling will have a significant impact on the odor technology selection and whether or not pilot testing is required. The previous air/VOC testing was unable to accurately measure the low VOC concentrations, thus detection limits of the sampling method were used to determine the level of treatment. This may have significantly overstated the level of VOC removal required. This workshop will be conducted after meeting with SJVAPCD and new VOC data has been collected.

The following will be addressed following at the Odor Technology Workshop:

- Level of VOC treatment required;
- Discussion of available odor control technologies and combinations of technologies to achieve treatment objectives. This includes consideration of reliability and ease of operation and maintenance. Following are some of the potential treatment options to be discussed:
 - o Bioscrubber followed by a carbon filter. Two stage treatment of total airflow versus two stage treatment of a portion of the airflow will be discussed. Performance of this technology combination is well known and no pilot testing would be required
 - o Long empty bed residence time biofilter for H₂S and VOC treatment. Pilot testing may be required for this option depending on the level of VOC removal required. The decision on whether or not to pilot will be made in this workshop.
- Site constraint considerations including exterior ductwork routing and location of odor treatment system.
- Air management and segregation discussion. This will focus on potentially segmenting highly odorous areas from less odorous areas and potentially reducing the volume of air requiring treatment. Consideration will be given to electrical space classification, worker health and safety, and experience with the existing air handling system.
- Need and potential requirement for odor control of the Primary Clarifiers.

The intent of this workshop will be to provide a preliminary screening of alternatives so that the Odor Control System Technical Memorandum will focus on up to three alternatives that are selected from the workshop to be evaluated in greater detail.

Optional Task A – Pilot Testing

As the performance of activated carbon in removing total VOC and H₂S is well established, pilot testing is not recommended for carbon treatment. However an extended residence time biofilter might require pilot testing to determine the required residence time and relative VOC removal. However, it is important that the correct volumetric apportionment of the air flow from various source is used to provide the best representation of actual condition during the pilot. It is assumed that a Stantec Engineer will be on-site for one week to assist Fresno maintenance staff in installing small scale duct work to collect the air for the pilot testing. It is expected that vendors will supply small skid mounted units for the test, and that the systems will not have to be competitively bid with drawings and specifications.

A written plan and requests for vendor participation will be prepared. The length of the test will depend on the required acclimation time for the various technologies to be used. For example a biofilter will need two to three weeks to be acclimated sufficiently to provide maximum removal.

After acclimation the pilot will run for several days with testing performed at times of peak loading as determined from the initial sampling effort. Data from the test will be reviewed and analyzed and a report of the finding provided.

If pilot testing is conducted as a part of the project, Stantec will perform the following tasks during the pilot testing:

- Planning and Coordination with Equipment Vendors and Laboratories
- Work with staff to setup small scale ducting to achieve an accurate contaminant loading representing the final anticipated system layout
- Assistance during Installation and Startup
- Operation, Sampling and Analysis
- Data Analysis and Data Validation
- Pilot Report Preparation will be part of the Odor Control TM.

1.6 ODOR CONTROL SYSTEM TECHNICAL MEMORANDUM

The Odor Control System Technical Memorandum will evaluate up to three (3) system alternatives to ultimately select a system to be advanced in the preliminary design report. This TM will present:

- Revised sampling data and impact on require VOC removal,
- Air management techniques to optimize the volume of air requiring treatment,
- General discussion of available odor control technologies
- Evaluate three (3) system alternatives based on advantages, disadvantages, O&M considerations, reliability, ability to meet potential permit limits and capital, operating, and life cycle cost
- Present the results of piloting if undertaken

It is assumed that controlling odors from the Primary Clarifiers is not part of the base scope of work for this contract. The memorandum will present a recommended odor control system for the project. A draft TM will be submitted for review and comment before a final TM is issued.

1.7 PRELIMINARY DESIGN

The preliminary design will start upon completion and acceptance of the final Odor Control System TM and the formal NTP from the City. The preliminary design will be concluded by the submission of a Preliminary Design Report (PDR). The PDR will include layout drawings developed to an approximate 30% level of completion and a list of expected technical specifications. The following items will be included as part of the PDR development:

- Geotechnical Investigation. Stantec will utilize BSK Associates for Geotechnical Design Services. BSK will be a subconsultant to Stantec on this project and will conduct up to three (3) borings in the area of the recommended odor control systems. A geotechnical report will be prepared and appended to the PDR.
- Topographical Survey. Stantec will conduct field surveying needed for design
- Permitting and Approvals
- Design Criteria Development. Basis of design criteria will be prepared for all major systems on the project including electrical, mechanical, instrumentation and process mechanical/odor control. It is assumed that only minor HVAC modifications may be required as part of this project since recent ductwork and ventilation upgrades have been completed at the headworks facility.

- Preliminary Sizing and Materials. Process flow diagram(s) along with a table of sizing, materials of construction, power and water requirements and relevant appurtenances will be provided for each major system. Required site plan drawings will be prepared for the project. Drawings will include location of the odor control system, site utility routing, access road requirements, external ductwork routing, location of odor control system electrical and control building.
- System Layout Drawings. Preliminary layout drawings will be prepared for all major systems to convey the general intent of the project.
- Electrical, Control and Instrumentation. Electrical and instrumentation requirements including preliminary one line diagrams, power diagrams and MCC layouts. It is assumed that suitable power is available in the existing Headworks Building to power the new odor control system and that a new odor control system electrical/control building will be constructed adjacent to the odor control system.
- Opinion of Probable Construction Costs. Stantec will prepare and submit to the City, the conceptual level (AACE Class 4) Engineer's opinion of probable construction costs. This shall include quantity takeoffs, unit costs, and extended costs for all significant items of construction, with appropriate subtotals for major project components and overall total.
- Preliminary Construction Schedule
- Implementation and Construction Sequencing
- Submit Draft Preliminary Design Report

1.8 PHASE 1 ODOR CONTROL TECHNOLOGY WORKSHOP

After the PDR is submitted and reviewed, a workshop will be held to receive RWRP project team comments and refine the design.

1.9 INCORPORATE COMMENTS AND SUBMIT FINAL PRELIMINARY DESIGN REPORT

Comments from the PDR and comments provided at the PDR workshop will be incorporated in the final PDR submittal.

Phase 2: Design Development

2.1 60% DESIGN

Upon the completion of the final PDR and receipt of the formal NTP from the City, Stantec will start the 60% Detailed Design for the system replacement/upgrades. Equipment sizing and associated building and equipment requirements will be identified and detailed, which will then be used to develop an initial electrical load requirement associated with the upgrades. Stantec will prepare and submit a 60% design submittal consisting of the following:

- Plans. Odor control, mechanical, civil, structural, architectural, landscaping, electrical and instrumentation disciplines.
- Equipment List
- Technical Specifications
- Opinion of Probable Construction Cost
- Calculations

2.2 60% DESIGN WORKSHOP

After the 60% Design Submittal is submitted and reviewed, a workshop will be held to receive RWRP project team comments and refine the design.

2.3 90% DESIGN

Stantec will prepare and submit 90% design submittal consisting of the following:

- Plans. Odor control, mechanical, civil, structural, architectural, landscaping, electrical and instrumentation disciplines.
- Technical Specifications
- Opinion of Probable Construction Costs
- Opinion of Probable Construction Schedule
- Updated Equipment List
- Final Calculations

2.4 PROCESS CONTROL PHILOSOPHY

The existing facility is furnished with controls and instrumentation accessed both locally and remotely. The new odor control system will include PLC based controls designed to integrate into the existing FactoryTalk® SCADA system.

Also, as the existing odor control scrubbers are to be replaced with a new odor control system, existing associated I/O will become redundant. The work necessary to remove this I/O and controls will be detailed to ensure that all modifications do not impact the continued operation of the odor control processes. To accommodate continued operations and phasing requirements, the existing systems will continue to report its alarms in the same way while the new replacement is being installed. Once new equipment is proven acceptable, the redundant equipment will be removed.

Stantec will develop detailed Process Control Narratives (PCNs) and process control philosophy. Stantec will conduct a Process Control Workshop to discuss process control philosophy with the RWRf project team. Comments from the RWRf Staff will be incorporated into the final process control submittal.

2.5 90% DESIGN WORKSHOP

After the 90% Design submittal is submitted and reviewed, a workshop will be held to receive RWRf project team comments and refine the design.

3.0 Phase 3 Construction Document

3.1 100% DESIGN

Comments from the review of the 90% design set will be incorporated into the 100% design. This 100% design submittal will further detail the design of the proposed upgrades suitable for bidding. Full project specifications will be developed to gain further consensus and approval of the proposed work. Stantec will prepare and submit 100% design submittal consisting of the following:

- 100% Plans and Specifications (One [1] set).
- 100% Calculation Package (2 set)
- Final (AACE Class 1) Opinion of Probable Construction Cost
- Final Opinion of Probable Construction schedule
- Final Equipment List

3.2 100% DESIGN WORKSHOP

After the 100% Design submittal is submitted and reviewed, a workshop will be held to receive RWRf project team comments on the 100% design. Stantec will provide one electronic set of documents as well as one half size and one full size set of documents for construction.

Phase 4 Bidding

4.1 BIDDING SERVICES

- Pre-Bid Conference. Stantec will attend a pre-bid conference with the General Contractors, electrical subcontractors and other interested subcontractors to explain the technical requirements for the project and the construction constraints and schedule milestones.
- Respond to Requests for Information. Stantec will receive and respond to questions from the General Contractors, subcontractors and suppliers during the bid period. A written log of questions and responses will be kept and distributed weekly to the General Contractors and the City during the bid period.
- Prepare Addendums. Stantec will prepare addenda in response to all questions from the Contractors, subcontractors and suppliers that require clarifications or changes to the Bid Documents.
- Bid Opening and Evaluation. Stantec will attend the Bid Opening and assist the City in reviewing the bids. Stantec will make a recommendation to the City regarding award of the Construction Contract.

Phase 5: Construction Phase and General Construction Contract Administration

5.1 CONSTRUCTION SUPPORT SERVICES

- Pre-Construction Meeting. Stantec will attend the pre-Construction Meeting.
- Prepare Conformed Set of Plans and Specification. Stantec will prepare, reproduce and issue conformed contract documents, incorporating all addenda revisions. The conformed documents are intended to provide clear consolidation of the project requirements for use by the CM team and the Contractor to reduce the need for clarification requests and the potential for misunderstandings. One (1) set including half size and full drawings will be provided.
- Attend Weekly Construction Progress Meetings and Phone Calls. Stantec will attend 12 on-site meetings conducted by the Contractor and CM team and call into additional meetings to enable timely and effective resolution of important matters as they materialize and to confirm compliance of constructed work with the design intent.
- Review Shop Drawings. After initial review and screening by the CM, Stantec design staff will review material, equipment and operation manual submittals for compliance with the contract documents and the design intent. Review comments will be conveyed to the CM for processing and distribution.
- Provide Text and Drawings for Change Order. Stantec design staff will provide technical input and design drawings and specifications during the consideration and execution of change orders, as necessary.
- Site Visits During Construction. Discipline leads will attend as schedule of work indicates or as requested by the Construction Manager. A total of four (4) trips are budgeted under this task.
- Respond to Job-Site Questions from Construction Manager (RFIs). Stantec will respond in writing and in a timely manner to requests for information (RFIs) from the Contractor.

5.2 COMMISSIONING AND STARTUP

Stantec will provide design staff on site for two days during the Contractor Startup procedure. Design staff will assist the RWRF staff and the Contractor in the orderly startup and training of the new treatment processes. It is anticipated that Staff training will occur during the same week as the startup and will be included in the specifications as such.

5.3 ELECTRONIC O&M MANUAL

Stantec will prepare the content for inclusion in RWRF Electronic Information Management System (EIMS) and electronic operations and maintenance manual to explain the design intent,

function, and operations requirements of the new facilities. The manual contents will provide the City operations staff guidance as to why facilities are needed and how they are expected to be operated to meet the regulatory standards the facility was designed to meet. The manual will incorporate cross referencing with equipment-specific operating and maintenance instructions to be provided by the Contractor. A draft manual will be prepared for the City staff review prior to 90 percent completion of the construction. Five copies of the final manual, incorporating review comments, will be prepared and submitted in three ring binders prior to the initial startup of the facilities.

5.4 FINAL PERMIT ASSISTANCE

Stantec permitting team will work with SJVAPCD and RWRf project team to obtain the modified air permit for the Headworks Odor Control Treatment System. Stantec will prepare all forms and submissions for signature by the Owner.

5.5 PERFORMANCE TESTING RESULTS

Stantec will review performance testing results and recommend acceptance or rejection of the results and, if needed corrective measures to bring the system into compliance.

5.6 RECORD DRAWINGS

Stantec will provide final record drawings incorporating construction details and modifications recorded by the Contractor. Drawings will be provided to the City on hard copies (one full size and one half size) and on electronic disk (as Autocad files).

5.7 TRAINING

Stantec's senior odor control engineer will conduct the training. Stantec will provide two (2) 1-day training sessions for RWRf staff on the overall operation of the system or process. The contractor will provide equipment specific training as detailed in the specifications by Stantec. As noted above the training is to be held the same week as the equipment startup. The City may choose to record this training on video for future reference.

STANTEC CONSULTING SERVICES INC SCHEDULE OF FEES
DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING

Billing Level	Hourly Rate	Description
5	\$80	Junior Level position <ul style="list-style-type: none"> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years experience
6	\$87	Fully Qualified Professional Position <ul style="list-style-type: none"> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years experience
7	\$93	
8	\$100	
9	\$107	First Level Supervisor or first complete Level of Specialization <ul style="list-style-type: none"> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years experience
10	\$114	
11	\$121	
12	\$128	Highly Specialized Technical Professional or Supervisor of groups of professionals <ul style="list-style-type: none"> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years experience with extensive, broad experience
13	\$135	
14	\$141	
15	\$165	Senior Level Consultant or Management <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years experience with extensive experience
16	\$193	
17	\$222	

Exhibit B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno ("CITY")
and Stantec Consulting Services Inc ("CONSULTANT")**

DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING

PROJECT TITLE

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

CONSULTANT shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. CONSULTANT'S insurance coverage shall be primary and no contribution shall be required of CITY.

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

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the

alternative, the policy shall be endorsed to provide not less than a 5-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase extended reporting coverage for a minimum of 5 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

Verification of Coverage

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING
PROJECT TITLE

		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 checked="" type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<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: Stantec currently
provides professional
environmental services
to the solid waste
department of Fresno
County.

David R. Bennett
Signature

2-13-14
Date

David R. Bennett
(name)

Stantec
(company)

3875 Atherton Rd
(address)

Rocklin, CA 95765
(city state zip)

Additional page(s) attached.

Kevin Norgaard

From: Roy Angel
Sent: Thursday, February 27, 2014 11:21 AM
To: Kevin Norgaard
Subject: RE: Insurance Certificate

It is acceptable. Thank you!

From: Kevin Norgaard
Sent: Thursday, February 27, 2014 11:08 AM
To: Roy Angel
Subject: RE: Insurance Certificate

Roy do these work? By the way I like your new system.
Kevin

From: Roy Angel
Sent: Monday, February 24, 2014 4:24 PM
To: Kevin Norgaard
Subject: FW: Insurance Certificate

Kevin,
See below. Give me a call if you have any questions.

From: CityofFresno@planetbids.com [mailto:CityofFresno@planetbids.com]
Sent: Monday, February 24, 2014 4:24 PM
To: Roy Angel
Subject: Insurance Certificate

This is an automated email notification. Please do not reply.

Dear **Roy Angel**,

The following is a list of certificates for **City of Fresno** that need your attention:

Insured: **Stantec Consulting Services Inc.**
Insurer: **Zurich**
Insurance Type: **General--Occurrence**
Policy Number: **GLO6556026**
Policy Expiration Date: **May 1, 2014**

Insured: **Stantec Consulting Services Inc.**
Insurer: **Zurich**
Insurance Type: **General-Aggregate**
Policy Number: **GLO6556026**
Policy Expiration Date: **May 1, 2014**

Kevin, The only outstanding issues involve General Liability insurance. The contract requires them to have coverage for the Additional Insured (the City) for completed operations, which they do not have, and their insurance needs to be Primary with no requirement of contribution from the City.



CERTIFICATE OF LIABILITY INSURANCE REVISED

DATE (MM/DD/YYYY)
02/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

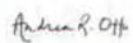
PRODUCER AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900, 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME: ANDREA OTTO PHONE (A/C, No, Ext): 1-800-444-3017 E-MAIL ADDRESS: ANDREA.OTTO @AON.COM FAX (A/C, No): 952-656-8834													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: ZURICH AMERICAN INSURANCE COMPANY</td> <td>16535</td> </tr> <tr> <td>INSURER B: SENTRY INSURANCE A MUTUAL COMPANY</td> <td>24988</td> </tr> <tr> <td>INSURER C: ZURICH INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER D: SENTRY INSURANCE A MUTUAL COMPANY</td> <td>24988</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ZURICH AMERICAN INSURANCE COMPANY	16535	INSURER B: SENTRY INSURANCE A MUTUAL COMPANY	24988	INSURER C: ZURICH INSURANCE COMPANY		INSURER D: SENTRY INSURANCE A MUTUAL COMPANY	24988	INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: ZURICH AMERICAN INSURANCE COMPANY	16535													
INSURER B: SENTRY INSURANCE A MUTUAL COMPANY	24988													
INSURER C: ZURICH INSURANCE COMPANY														
INSURER D: SENTRY INSURANCE A MUTUAL COMPANY	24988													
INSURER E:														
INSURER F:														
INSURED STANTEC CONSULTING SERVICES INC. 3875 ATHERTON ROAD ROCKLIN, CA 95765														

COVERAGES	CERTIFICATE NUMBER: 963	REVISION NUMBER: 1
------------------	--------------------------------	---------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X		GLO6556026	05/01/13	05/01/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
			XCU COVER INCLUDED			
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		90-17043-03	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		8831307	05/01/13	05/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90-17043-01	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ROCKLIN, CA. STANTEC PROJECT # 1840. RE: DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING. THE CITY OF FRESNO, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL INSURED BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THIS COVER IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON CONTRIBUTORY. WAIVER OF SUBROGATION IS INCLUDED. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSURED. ENDORSEMENTS # CG 20 10 07 04, # CG 20 37 07 04, PC AUTO AND #WC 00 03 13 ARE ATTACHED.

CERTIFICATE HOLDER CITY OF FRESNO ATTN: KEVIN NORGAARD 5607 WEST JENSEN FRESNO, CA 93706	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

POLICY NUMBER: GLO5415704

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers
Location(s) Of Covered Operations: Design Of A New Odor Control System For The Headworks Building

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NAMED INSURED: Stantec Inc. CONSULTANT INSURED: Stantec Consulting Services Inc.
Attached to and forming part of Policy of the Zurich American Insurance Company
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC., EDMONTON, ALBERTA

Branch file

A I Work # CG 20 10 07 04

POLICY NUMBER: GLO5415704 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers
Location And Description Of Completed Operations: Design Of A New Odor Control System For The Headworks Building

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

NAMED INSURED: Stantec Inc. CONSULTANT INSURED: Stantec Consulting Services Inc.
Attached to and forming part of Policy of the Zurich American Insurance Company
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC., EDMONTON, ALBERTA

A I # CG 20 37 07 04

POLICY NUMBER: 90-17043-03 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B. General Conditions, 5. Other Insurance, c is amended by the additional of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

NAMED INSURED: Stantec Inc. CONSULTANT INSURED: Stantec Consulting Services Inc.
SCHEDULE

Name of Person(s) or Organization(s): The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers

Attached to and forming part of this Policy of SENTRY INSURANCE A MUTUAL COMPANY
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC. EDMONTON, ALBERTA

Branch file

PC AUTO

POLICY NUMBER: 90-17043-01 WORKERS COMPENSATION AND EMPLOYERS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
SCHEDULE

Name of Person or Organization: The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

NAMED INSURED: Stantec Inc. CONSULTANT INSURED: Stantec Consulting Services Inc.

Attached to and forming part of this Policy of SENTRY INSURANCE A MUTUAL COMPANY
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC. EDMONTON, ALBERTA

Branch file

WAIVER CONTRACT #WC 00 03 13

Serial #: 963

POLICY NUMBER: GLO5415704

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers

Location(s) Of Covered Operations: Design Of A New Odor Control System For The Headworks Building.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NAMED INSURED: Stantec Inc.

CONSULTANT INSURED: Stantec Consulting Services Inc.

Attached to and forming part of Policy of the Zurich American Insurance Company.

AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC., EDMONTON, ALBERTA

Branch.file

A | Work # CG 20 10 07 04

POLICY NUMBER: 90-17043-03

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B. General Conditions, 5. Other Insurance, c is amended by the additional of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

NAMED INSURED: Stantec Inc.

CONSULTANT INSURED: Stantec Consulting Services Inc.

SCHEDULE

Name of Person(s) or Organization(s): The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers

Attached to and forming part of this Policy of SENTRY INSURANCE A MUTUAL COMPANY.

AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC. EDMONTON, ALBERTA

Branch.file

PC AUTO

POLICY NUMBER: 90-17043-01

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

SCHEDULE

Name of Person or Organization: The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

NAMED INSURED: Stantec Inc.

CONSULTANT INSURED: Stantec Consulting Services Inc.

Attached to and forming part of this Policy of SENTRY INSURANCE A MUTUAL COMPANY.

AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC. EDMONTON, ALBERTA

Branch.file

WAIVER CONTRACT #WC 00 03 13

Serial #: 963



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ODUCER	MARSH CANADA LIMITED 680, 10180 - 101 STREET EDMONTON, AB T5J 3S4	CONTACT NAME: MICHAEL POPLETT	FAX (A/C, No): 780-429-1422	
		PHONE (A/C, No, Ext): 780-917-4850	E-MAIL ADDRESS: MICHAEL.POPLETT@MARSH.COM	
SURED	STANTEC CONSULTING SERVICES INC., 3875 ATHERTON ROAD ROCKLIN, CA 95765	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E: LLOYD'S OF LONDON		37540
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 919 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						EACH OCCURRENCE \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
UMBRELLA LIAB						EACH OCCURRENCE \$
<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				OTHER
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
PROFESSIONAL LIABILITY INCLUDING CONTRACTORS	N/A		QF047513	08/01/13	08/01/14	E.L. DISEASE - EA EMPLOYEE \$
POLLUTION LIABILITY			NO RETROACTIVE DATE			E.L. DISEASE - POLICY LIMIT \$
						CLAIM & AGGREGATE LIMIT \$3,000,000 INCLUSIVE OF COSTS CLAIMS MADE BASIS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ROCKLIN, CA. STANTEC PROJECT # 1840. RE: DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER	CANCELLATION
CITY OF FRESNO ATTN: KEVIN NORGAARD 5607 WEST JENSEN FRESNO, CA 93706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ODUCER	AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900, 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME: ANDREA OTTO PHONE (A/C, No, Ext): 1-800-444-3017 E-MAIL ADDRESS: ANDREA.OTTO@AON.COM	FAX (A/C, No): 952-656-8834
		INSURER(S) AFFORDING COVERAGE	
INSURED	STANTEC CONSULTING SERVICES INC. 3875 ATHERTON ROAD ROCKLIN, CA 95765	INSURER A: ZURICH AMERICAN INSURANCE COMPANY	NAIC # 16535
		INSURER B: SENTRY INSURANCE A MUTUAL COMPANY	24988
		INSURER C: ZURICH INSURANCE COMPANY	
		INSURER D: SENTRY INSURANCE A MUTUAL COMPANY	24988
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 963 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	<input checked="" type="checkbox"/>	GLO6556026 XCU COVER INCLUDED	05/01/13	05/01/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	90-17043-03	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/13	05/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	90-17043-01	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ROCKLIN, CA. STANTEC PROJECT # 1840. RE: DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING. THE CITY OF FRESNO, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL INSURED BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THIS COVER IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON CONTRIBUTORY. WAIVER OF SUBROGATION IS INCLUDED. THE COVERAGE SHALL NOT BE ANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSUREDS. ENDORSEMENTS # CG 20 10 07 04 AND PC AUTO AND #WC 00 03 13 ARE ATTACHED.

CERTIFICATE HOLDER	CANCELLATION
CITY OF FRESNO ATTN: KEVIN NORGAARD 5607 WEST JENSEN FRESNO, CA 93706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Andrea R. Otto

POLICY NUMBER: GLO5415704

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers

Location(s) Of Covered Operations: Design Of A New Odor Control System For The Headworks Building.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NAMED INSURED: Stantec Inc.

CONSULTANT INSURED: Stantec Consulting Services Inc.

Attached to and forming part of Policy of the Zurich American Insurance Company.

AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC., EDMONTON, ALBERTA

Branch.file

A I Work # CG 20 10 07 04

POLICY NUMBER: 90-17043-03

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B. General Conditions, 5. Other Insurance, c is amended by the additional of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

NAMED INSURED: Stantec Inc.

CONSULTANT INSURED: Stantec Consulting Services Inc.

SCHEDULE

Name of Person(s) or Organization(s): The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers

Attached to and forming part of this Policy of SENTRY INSURANCE A MUTUAL COMPANY.

AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC. EDMONTON, ALBERTA

Branch.file

PC AUTO

POLICY NUMBER: 90-17043-01

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

SCHEDULE

Name of Person or Organization: The City Of Fresno, Its Officers, Officials, Employees, Agents And Volunteers

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

NAMED INSURED: Stantec Inc.

CONSULTANT INSURED: Stantec Consulting Services Inc.

Attached to and forming part of this Policy of SENTRY INSURANCE A MUTUAL COMPANY.

AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC. EDMONTON, ALBERTA

Branch.file

WAIVER CONTRACT #WC 00 03 13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER MARSH CANADA LIMITED 680, 10180 - 101 STREET EDMONTON, AB T5J 3S4	CONTACT NAME: MICHAEL POPLETT PHONE (A/C, No, Ext): 780-917-4850	FAX (A/C, No): 780-429-1422	
	E-MAIL ADDRESS: MICHAEL.POPLETT@MARSH.COM		
INSURED STANTEC CONSULTING SERVICES INC., 3875 AHERTON ROAD ROCKLIN, CA 95765	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E: LLOYD'S OF LONDON		37540
INSURER F:			

OVERAGES **CERTIFICATE NUMBER: 919** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						EACH OCCURRENCE \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
						\$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
PROFESSIONAL LIABILITY						E.L. DISEASE - POLICY LIMIT \$
INCLUDING CONTRACTORS			QF047513	08/01/13	08/01/14	CLAIM & AGGREGATE LIMIT \$3,000,000
POLLUTION LIABILITY			NO RETROACTIVE DATE			INCLUSIVE OF COSTS
						CLAIMS MADE BASIS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ROCKLIN, CA. STANTEC PROJECT # 1840. RE: DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING. THIS COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER	CANCELLATION
CITY OF FRESNO ATTN: KEVIN NORGAARD 5607 WEST JENSEN FRESNO, CA 93706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ODU CER AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC. 900, 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME: ANDREA OTTO PHONE (A/C, No, Ext): 1-800-444-3017 E-MAIL ADDRESS: ANDREA.OTTO @AON.COM	FAX (A/C, No): 952-656-8834
	INSURER(S) AFFORDING COVERAGE	
INSURED STANTEC CONSULTING SERVICES INC. 3875 ATHERTON ROAD ROCKLIN, CA 95765	INSURER A: ZURICH AMERICAN INSURANCE COMPANY	NAIC # 16535
	INSURER B: SENTRY INSURANCE A MUTUAL COMPANY	24988
	INSURER C: ZURICH INSURANCE COMPANY	
	INSURER D: SENTRY INSURANCE A MUTUAL COMPANY	24988
	INSURER E:	
	INSURER F:	


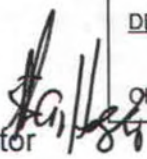
COVERAGES **CERTIFICATE NUMBER:** 963 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY <input checked="" type="checkbox"/> OWNERS & CONTRACTORS DEFENSIVE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	GLO6556026	05/01/13	05/01/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
XCU COVER INCLUDED					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	90-17043-03	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	8831307	05/01/13	05/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	X 90-17043-01	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ROCKLIN, CA. STANTEC PROJECT # 1840. RE: DESIGN OF A NEW ODOR CONTROL SYSTEM FOR THE HEADWORKS BUILDING. THE CITY OF FRESNO, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL INSURED BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THIS COVER IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON CONTRIBUTORY. WAIVER OF SUBROGATION IS INCLUDED. THE COVERAGE SHALL NOT BE ANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSUREDS. ENDORSEMENTS # CG 20 10 07 04 AND PC AUTO AND #WC 00 03 13 ARE ATTACHED.

CERTIFICATE HOLDER CITY OF FRESNO ATTN: KEVIN NORGAARD 5607 WEST JENSEN FRESNO, CA 93706	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andrea R. Otto</i>
---	---

AGENDA ITEM NO.
<u>COUNCIL MEETING</u> <u>03/27/14</u>
APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

March 27, 2014

FROM: STEPHEN A. HOGG, Assistant Director
Department of Public Utilities – Wastewater Management Division

BY: KEVIN L. NORGAARD, PE, Supervising Professional Engineer
Department of Public Utilities – Wastewater Management Division

SUBJECT: Approve a consultant agreement in the amount of \$757,956 and a \$72,362 contingency with Stantec Consulting Services Incorporated, a New York Corporation of Fresno, CA for the design of a new odor control system for the Headworks building located at the Fresno/Clovis Regional Wastewater Reclamation Facility (Council District 3)

RECOMMENDATION

Staff recommends that City Council approve a consultant agreement in the amount of \$757,956 and a \$72,362 contingency with Stantec Consulting Services Incorporated, a New York corporation of Fresno, California for the design of a new odor control system for the Headworks building located at the Fresno/Clovis Regional Wastewater Reclamation Facility (RWRF).

EXECUTIVE SUMMARY

The Department of Public Utilities Wastewater Management Division is seeking to award a professional engineering contract to Stantec Consulting Services Inc, for the design and services during construction of the new odor control system for the Headworks building located at the RWRF in the amount of \$757,956 with a contingency of \$72,362. The existing odor control system for the Headworks is at the end of the design life, is sustaining significant operational and maintenance costs, and must be replaced in order to continue to comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) regulations.

BACKGROUND

The existing odor control units (OCU's), installed in 1996, have reached the end their useful life. These three OCU's are exposed to extremely corrosive environments. The OCU's provide chemical treatment of odors with the use of sodium hypochlorite (bleach) and sodium hydroxide (caustic). The OCU's must be replaced to maintain continued compliance with SJVAPCD regulations and reduce escalating maintenance costs.

The RWRF's three current packed tower OCU's require a high amount of maintenance. Multiple times each day, three filters on each OCU must be removed and replaced. Quarterly, the media in

each OCU must be acid washed in place to remove a sulfur-based precipitant. Annually, the 560 cubic feet of media must be moved to a 10,000 gallon "wash basin" and soaked. This soaking of the media produces a hazardous wash fluid which is returned to the wastewater treatment plant and may potentially upset the treatment process. When the synthetic media is no longer serviceable, it must be disposed of at a landfill. In addition, the structural elements of the fiberglass composite tanks that contain the media are also beginning to fail.

There are other more environmentally friendly odor control technologies on the market which do not use chemicals for day to day operation or maintenance. These other technologies utilize a biological media which, when spent, may be converted into compost for land application. The replacement technologies only maintenance will be to replace a biological media every ten years. These technologies further reduce maintenance costs because they do not use daily filters and the media tends to be a less expensive organic material versus a high priced synthetic material.

By completing this project, the City will accomplish three objectives. First, the new OCU's will replace the deteriorating and failing existing units to ensure continued compliance with the SJVAPCD's requirements. Second, the use of sodium hypochlorite (bleach) and sodium hydroxide would be eliminated from the odor control systems. Third, the expenses of materials and labor associated with maintenance would be greatly reduced.

Following Fresno Municipal Code Chapter 4 Article 1 and Administrative Order 6-19 on September 5, 2013, the DPU emailed more than 75 potentially qualified engineering firms a Request for Qualifications (RFQ) and posted it on the City's bids on line website. Three Statements of Qualifications were received. Interviews of the three firms were conducted by a panel of six. Stantec was selected as most qualified and best value to the City, and was asked to submit a level of effort and scope. The department chose to proceed with Stantec as the firm with the most beneficial qualification, scope and level of effort for the City. Staff negotiated a professional services fee of \$757,956 with a contingency of \$72,362 for professional engineering services. The City Attorney has approved this contract as to form. Upon approval by the City Council, the agreement will be executed by the Director of Public Utilities or designee, who has been delegated this authority by the City Manager.

ENVIRONMENTAL FINDINGS

This agreement does not meet the definition of a Project under the California Environmental Quality Act (CEQA) and therefore is exempt from the CEQA guideline requirements. Therefore, no further CEQA analysis is required.

FISCAL IMPACT

This project is located in Council District 3. Funds in the amount of \$835,000 for the design of this project are budgeted in the FY14 Sewer Enterprise Fund No. 40501. These funds are also included in the existing Sewer Enterprise rate model and will have no impact on the general fund.

Attachment:

- Contract