

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

THIS AGREEMENT is made and entered into effective the _____ day of June, 2020, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and CAROLLO ENGINEERS, INC, a Delaware corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Consulting services for the preparation of a Nitrate Initial Assessment for the Fresno-Clovis Regional Wastewater Reclamation Facility and the North Fresno Wastewater Reclamation Facility, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a Civil or Environmental 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. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or June 30, 2023, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 510 consecutive calendar days from such authorization to proceed.

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 Eight Hundred Thirty Thousand Six Hundred Forty Dollars (\$830,640), 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 Eighty-Three Thousand One Hundred Dollars (\$83,100) for any additional work rendered pursuant to Subsection (c) 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. 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) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such

services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

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

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

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

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

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

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

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

- (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.

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.

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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: _____
Michael Carbajal,
Director
Department of Public Utilities

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

No signature of City Attorney required.
Standard Document #DPU-S 8.3 has been
used without modification, as certified by
the undersigned.

By: _____
Anita Luera
Supervising Engineering Technician
Department of Public Utilities

REVIEWED BY:

Rosa Lau Staggs,
Wastewater Manager
Department of Public Utilities

Addresses:
CITY:
City of Fresno
Attention: Anita Luera,
Supervising Engineering Technician
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1625
FAX: (559) 498-4126

Attachments:

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

CAROLLO ENGINEERS, INC.,
a Delaware corporation

By: _____
Name: ERIC CASARRE, P.E.

Title: VICE PRESIDENT
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____
Name: MICHAEL BARNES

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

Any Applicable Professional License:
Number: C 73351
Name: ERIC CASARRE, P.E.
Date of Issuance: 07/31/08

CONSULTANT:
Carollo Engineers, Inc.
Attention: Jeff Stoval, PhD, PE,
Associate Vice President
1401 Fulton, Suite 802
Fresno, CA 93721
Phone: (806) 681-8275
FAX: (559) 436-1191

Exhibit A
SCOPE OF SERVICES
Consultant Service Agreement between the City of Fresno (“City”)
and Carollo Engineers, Inc., (“Consultant”)
NITRATE INITIAL ASSESSMENT

Under this Scope of Work, Carollo Engineers, Inc. (Carollo), in association with Luhdorff & Scalmanini, Consulting Engineers (LSCE), Penny Carlo Engineering, LLC, and Katz & Associates, will provide professional engineering services to prepare a Nitrate Initial Assessment for the Fresno/Clovis Regional Wastewater Reclamation Facility (RWRF). The Carollo team will deliver the following services under the terms of Professional Engineering Services for the Fresno/Clovis Regional Wastewater Reclamation Facility Nitrate Initial Assessment.

The Scope of Work includes services for the development of a Nitrate Initial Assessment (NIA), using previously collected data. The 2019 Basin Plan Amendment (BPA) for the Tulare Lake Basin contains a new Nitrate Control Program to control and regulate discharges to groundwater. The RWRF is located within the Tulare Lake Basin and is subject to the new requirements. The BPA became effective in 2020. The Basin Plan states that upon receipt of a Notice to Comply (NTC) from the Central Valley Water Board (Water Board), existing permittees shall conduct an initial assessment of their discharge as it relates to nitrate.

The RWRF is located in a Priority 1 Basin, and the City will be required to complete the NIA within 330 days after receiving the NTC. Although the issuance date for the NTC is not known at this time, receipt of the NTC by the City is expected no later than June 1, 2020. The scope of work for the NIA and associated schedule have been developed with a goal to meet the NIA deadline of 330 days following receipt of the NTC.

The NIA for the RWRF is covered under Tasks 1 – 11 in this Scope of Work. As demonstrated below, the NIA, the As/Mn Compliance Assessment, and the Domestic/Agricultural Well Sampling Project are all intertwined, and the work developed in prior tasks inform and provide the foundation for the NIA. Some examples that demonstrate the interconnectivity of the projects are noted below. Coordinating the As/Mn Compliance Assessment with the NIA tasks will be critical to meeting the 330-day time frame for the NIA.

- Build upon the hydrogeologic conceptual model developed for the As/Mn evaluation
- Groundwater levels in the area have previously been developed, and domestic well depths (from construction records) are being evaluated. Together, this information of the water table and domestic well depths will be used to determine impacted beneficial uses and definition of the Shallow Zone for the NIA (for the BPA Path A, the Shallow Zone is the part of the aquifer system in which the shallowest 10% of the domestic wells are constructed).
- Groundwater nitrate data were gathered and analyzed for both RWRF monitoring wells and domestic/agricultural wells. This data will provide the initial foundation for the NIA.
- The As/Mn groundwater flow and transport modeling tools, being designed for the As/Mn evaluation, are also being designed with consideration of the need to assess nitrate conditions, since nitrate quality is an indicator of As and Mn groundwater mobility.

Task 12 in this Scope of Work covers the preparation of a Nitrate Initial Assessment for the North Fresno

Wastewater Reclamation Facility (WWRF). As a permitted discharger within the Priority 1 Kings Subbasin, it is expected that the Central Valley Regional Water Board will also issue a Notice to Comply to the City of Fresno for the North Fresno WWRF. Under Pathway A, an initial assessment of the discharge to the shallow zone is required as part of the Initial Assessment/Notice of Intent. Based on previous analyses documented in the 2011 Report of Waste Discharge and along with the Waste Discharge Requirements (WDR) for the North Fresno WWRF, discharge of nitrate from the facility has not impacted shallow groundwater, so an Early Action Plan is not required. In addition, we anticipate the North Fresno WWRF will fall under Category 1 (no degradation) or 2 (*de minimus* impacts) for nitrate discharge categorization; therefore, an Alternative Compliance Project is not needed.

PURPOSE

Consultant to prepare a Nitrate Initial Assessment (NIA) in accordance with the procedures summarized in the 2019 Basin Plan Amendment for the Tulare Lake Basin for existing dischargers. It is assumed the “area of contribution” of nitrate to the groundwater (from the RWRF discharge) will be larger than the geographic area anticipated to be associated with the mobilization of As and Mn due to RWRF operations. However, the initial geographic area for the NIA will utilize the same area as the As and Mn groundwater quality study. The area of contribution is described in the Dom/Ag Sampling Plan using the following as boundaries: Whitesbridge Avenue, Valentine Avenue, Adams Avenue, and South Dickenson Avenue.

The Scope of Work assumes the City will pursue Path A (Individual Permitting Approach). The NIA must be submitted as part of a Notice of Intent and must include the nine elements listed below, unless as otherwise approved by the Central Valley Water Board’s Executive Officer. **For this scope of work, it is assumed all elements will be addressed, unless otherwise noted.**

Upon receipt of a Notice to Comply, existing permittees shall conduct an initial assessment of their discharge as it relates to nitrate. The initial assessment shall be submitted as part of a Notice of Intent and must include the following unless as otherwise approved by the Central Valley Water Board’s Executive Officer:

- (i.) Estimated impact of discharge of nitrate on the Shallow Zone over a 20-year planning horizon;*
 - May be estimated based on a simple mass balance calculation assuming 20 years of loading as nitrate reaches the water table.*
- (ii.) Initial assessment of water quality conditions based on readily available existing data and information.*
 - May use default information in or referenced by, the Central Valley SNMP (2017) or provide supplemental information that includes water quality conditions in the shallow and upper zones;*
- (iii.) Survey of the discharge, and determination if the discharge is causing any public water supply or domestic well to be contaminated by nitrate;*
- (iv.) If causing contamination of a public water supply or domestic well, an Early Action Plan; Identification/summary of current treatment and control efforts, or management practices;*
- (v.) Identification of any overlying or adjacent Management Zone;*
- (vi.) Identification of Category of the Discharge, and information to support the categorization;*
- (vii.) Information necessary to support request for allocation of assimilative capacity, if applicable;*
- (viii.) For category 4 dischargers, identification of an Alternative Compliance Project or justification as to why the Central Valley Water Board should not require implementation of an Alternative Compliance*

Project.

(ix.) For category 5 dischargers, information as required to support an Application for an Exception pursuant to the Exceptions Policy, which would include identification of an Alternative Compliance Project.

CONSULTANT'S SERVICES

Task 1. Initial Assessment of Water Quality Conditions/Estimation of Impact of Discharge of Nitrate on Shallow Zone and Underlying Zones.

This task involves conducting the initial assessment of water quality conditions, based on readily available existing data and information. This task also considers impacts over a 20-year planning horizon. For the NIA, impact may be estimated based on a simple mass balance calculation, assuming 20 years of loading as nitrate reaches the water table. ***This task addresses BPA Items (i) and (ii).***

1.1 Define Shallow Zone. Carollo team to determine what constitutes the Shallow Zone and the extent of area in the vicinity of the RWRf to consider in the area of contribution. The purpose is to represent the portion of the aquifer available for use by the shallowest domestic wells. To determine ambient nitrate concentrations in the Shallow Zone, the following options are available:

- (1) Use readily available data and information to calculate ambient nitrate concentrations for the shallowest ten percent (10%) of the domestic water supply wells in the Upper Zone of a groundwater basin/subbasin as defined and established in *Region 5: Updated Groundwater Quality Analysis and High Resolution Mapping for Central Valley Salt and Nitrate Management Plan (June 2016)*;
- (2) Conduct a site (or area) specific evaluation based on various types of available data and information, including but not limited to, depth and age of domestic wells in the area of contribution, groundwater table, well completion report data, and other available and relevant information; or,
- (3) An equivalent alternative approved by the Central Valley Water Board's Executive Officer.

Carollo team will use approach (2) above for this task. The work will build upon earlier work conducted for the As/Mn evaluation.

1.2 Calculate Ambient Nitrate Concentration in Shallow Zone and Underlying Zones. Carollo team to rely on data compilation and findings from the As/Mn Workplan through 2019 (evaluation of existing nitrate conditions in the vicinity of the RWRf) and select the appropriate well data to include in this assessment of groundwater quality conditions including the Shallow Zone and underlying Zones, using the following data sets:

- Readily available local and regional groundwater quality data of domestic wells, particularly nitrate data but also other water quality parameters as needed to identify the extent of the effect of RWRf operations on underlying groundwater.
- Site specific results of Phase 1 of the domestic/agricultural well sampling.
- Depth and age of domestic wells in the area of contribution, groundwater table, well construction logs, etc.
- Results from monitoring well network evaluation, including depth zones, water quality trend plots, contour maps, etc.

1.3 Estimate impact of discharge of nitrate on the Shallow Zone and Other Zones.

Carollo team to use a mass balance approach for this task and will consider the following:

- Projected wastewater discharge volumes to the percolation ponds, irrigation, and FID canals over the 20-year planning horizon.
 - City to assist in developing assumptions for end uses, volumes, destinations of the effluent from the RWRF over time.
- Projected date of startup of RWRF upgrade to nitrify/denitrify wastewater and anticipated effluent total nitrogen concentration.
 - Assume an effluent total nitrogen concentration of 7.5 mg/L.
- Features established in Hydrogeologic Conceptual Model, including physical features, hydrologic boundaries, aquifer properties, and estimates of water budget components.
 - Area of potential impact will be preliminarily delineated based on seepage analysis and estimated groundwater migration.
- Results (and interpretation) of RWRF groundwater data and the Phase 1 Dom/Ag sampling program, including data for nitrogen species, isotopes, ORP, DO, and other constituents.

The BPA says a mass balance “may” be used. In this proposed scope of work, a mass balance will preliminarily be used, followed later by the use of modeling tools to refine the understanding of the extent of the impact. The models will also be used to evaluate the implementation and effects of approaches to manage or reduce nitrate in the underlying groundwater system. These analyses are implemented in Task 6.4.

1.4 Technical Memorandum

Prepare draft and final technical memorandum (TM) using data through the 2019 evaluations.

Deliverables:

- Technical Memorandum (draft and final, PDF format)

Task 2. Survey of the Discharge Impacts on Water Wells. Determine if the RWRF discharge is causing any public water supply or domestic well to be contaminated by nitrate. ***This task addresses BPA Item (iii).***

Approximately 30 domestic wells were sampled during the Phase 1 Dom/Ag well sampling project, primarily to determine the influence of RWRF discharges on As and Mn groundwater quality in downgradient wells and to inform efforts to identify a point of compliance. The sampling program included nitrogen species, special isotopes, and other constituents identified to help determine potential impact to groundwater and attribution of sources (RWRF or other influencing factors). In addition to the As/Mn Compliance Assessment, the data will be used in this scope of work to inform the assessment of impacts of the RWRF discharge on nitrate concentrations in downgradient domestic wells.

2.1 Phase 1 Survey. Carollo team to review results to assess the extent to which domestic wells in the vicinity of the RWRF tap water with nitrate concentrations exceeding the trigger level of 7.5 mg/L (Nitrate-N). Carollo team will also evaluate the isotope results and other constituent concentrations for RWRF groundwater data and the Phase 1 Dom/Ag well sampling project to determine if elevated nitrate

concentrations can be attributed to the RWRF. Carollo team will identify the affected domestic wells and provide an assessment on nitrate source attribution.

Deliverables:

- Summary Memo – Phase 1 Survey Results and Findings (Draft and Final, PDF format)

Task 3. Early Action Plan (EAP). If causing contamination of a public water supply or domestic well, an Early Action Plan must be submitted with the NIA. ***This task addresses BPA Item (iv).***

This task assumes there will be at least one domestic well tapping groundwater under the influence of the RWRF, with nitrate-N concentrations exceeding the trigger level of 7.5 mg/L. If it is found in Task 2 that the RWRF is not the source of the elevated nitrates in any domestic well water, this task would be eliminated.

The EAP is a plan that identifies specific activities, and a schedule for implementing those activities, that will be undertaken to ensure immediate access to safe drinking water for those who are dependent on wells that provide groundwater with nitrate exceeding the maximum contaminant level (MCL) of 10 mg/L (Nitrate-N). The EAP will include the following tasks:

3.1 Identification of Potentially Affected Groundwater Users and Outreach. Provide process to identify affected residents and the outreach utilized to ensure that impacted groundwater users are informed of and given the opportunity to participate in the development of proposed solutions. The scope assumes the Carollo team will participate in one outreach meeting with local residents in support of this task.

The outreach consultant will assist with strategy planning, logistics and support for one outreach meeting with local residents. For each meeting, the outreach consultant will provide an agenda, distribute and coordinate RSVPs, and meeting summary. This meeting will occur in coordination with the stakeholder outreach and involvement for the Alternative Compliance Project described in Section 6.3

3.2 Coordination. Provide process for coordinating with others that are not dischargers to address drinking water issues, which must include (but would not be limited to) consideration of coordinating with affected communities, domestic well users and their representatives, the State Water Board's Division of Drinking Water, Regional Board, Local Planning Departments, Local Water Districts, Local County Health Officials, Kings River Water Quality Coalition, Groundwater Sustainability Agencies and others as appropriate (coordination with entities that may be engaged in the development of an adjacent Management Zone will be necessary, including coordination related to additional private domestic well sampling that may be required either in the Management Zone or the RWRF area of contribution [there is likely to be some initial overlap between these areas]). The scope assumes the Carollo team will participate in two outreach meetings with the parties described above, in support of this task. Additional outreach meetings are included as options in the budget.

The outreach consultant will assist with development of strategy and participant selection in close coordination with technical team for two outreach meetings with the parties described above. For the meetings, the outreach consultant will provide an agenda, distribute and coordinate RSVPs, and meeting summary.

3.3 Actions and Schedule of Implementation. Propose specific actions and a schedule of implementation that is as short as practicable (pending the Regional Board does not object to the EAP,

the EAP must be implemented within 60 days of submittal) to address the immediate drinking water needs of those initially identified in the area of contribution, that are drinking groundwater that exceeds nitrate standards and that do not otherwise have interim replacement water that meets drinking water standards.

3.4 Funding Plan. Provide a funding mechanism for implementing the Early Action Plan, which may include seeking funding from local, state and federal funds that are available for such purposes;

3.5 Preparation of Report. This task involves compilation of the analyses and findings in Tasks 3.1 through 3.3 to produce the EAP as a stand-alone report. The EAP will also include summary discussions from the work conducted in Tasks 1 and 2. Carollo team will prepare a draft and final EAP. The report shall be prepared using current versions of Microsoft Office and GIS software. Copies of the final report shall incorporate City staff comments from the reviewed draft report.

Deliverables:

- Draft EAP Report (PDF)
- Final EAP Report (PDF and 5 hard copies)

Task 4. Identification of any overlying or adjacent Management Zone.

This task addresses BPA Item (v).

Task 4.1 Identification and Summary Memo. Carollo team will identify overlying or adjacent Management Zones (MZ) that may become established within the time this NIA is developed for the RWRF. Participants in each MZ will be identified, and the MZ boundaries will be displayed on a map. This information will be included in the NIA report. The MZ involves BPA Path B. The MZs would be identified for purposes of coordination (see Task 3.2 and Task 6). The results of this task also pertain to Task 6. A summary memo with map of MZs will be prepared.

Deliverables:

- Summary Memo (draft and final, PDF format)

Task 5 Identification of Category of the Discharge. Provide information to support the categorization. ***This task addresses BPA Item (vi).*** The Water Board definitions for categories 4 and 5 are provided below.

Category 4 (Degradation Above Trigger): The average nitrate concentration in the Shallow Zone is better than the water quality objective. Though the discharge is reasonably expected to cause the average nitrate concentration in the Shallow Zone to exceed a trigger of 75% of the applicable water quality objective over a 20-year planning horizon, the average nitrate concentration in the Shallow Zone is expected to remain at or below the applicable water quality objective over the same 20-year planning horizon.

Category 5 (Discharge Above Objective): Either

- The average nitrate concentration in the Shallow Zone is better than the applicable water quality objective, but the discharge may cause the average nitrate concentration in the Shallow Zone to exceed the water quality objective over a 20-year planning horizon; or,
- The average nitrate concentration in the Shallow Zone exceeds the applicable water quality objective and the discharge quality, as it reaches the Shallow Zone, also exceeds the applicable

water quality objective.

5.1 Determination of Category. Using the analysis and findings of Tasks 1 and 2, Carollo team will determine the category of the discharge. Provide summary memo for NIA report that supports the characterization. The summary memo will be presented to the RWQCB during the progress meeting scheduled in Task 10.

Deliverables:

- Summary memo, draft and final (PDF format), and supporting information (maps, data tables).

Task 6. Alternative Compliance Project. *This task assumes the discharge will be Category 4 or 5. The BPA requires submittal of an ACP (along with the NIA and Notice of Intent) for Category 4 and 5 dischargers pursuing Path A. If the conclusion of Task 5 is that the discharge is categorized as 1, 2, or 3, this task will be eliminated.*

The ACP must demonstrate consistency with the management goals of the BPA Nitrate Control Program, addressing short-term and long-term drinking water needs affected by nitrates (Management Goal 1), plan for achieving balanced nitrate loadings within the proposed boundaries of the project, where reasonable and feasible (Management Goal 2), and a plan for establishing a managed aquifer restoration program to restore nitrate levels to concentrations at or below the water quality objectives to the extent reasonable, practicable and feasible (Management Goal 3).

The ACP must also identify the process to ensure that drinking water that meets drinking water standards is available to all drinking water users utilizing groundwater within the area of contribution. This component may be met through the development and implementation of an Early Action Plan (Task 3), payment into a mitigation fund, and/or other mechanisms geared toward providing emergency, interim and permanent solutions.

The ACP will be developed to address the guidelines contained in Appendix H of the BPA. The ACP will rely on information and findings developed in the prior tasks (and in conjunction with prior tasks) for the NIA and EAP. Preparation of the ACP will include the following:

6.1 ACP Framework and Area of Contribution. Develop framework to address the overarching goals and objectives of the ACP, as established by the BPA. Identify main project participants.

Identify and describe best estimate of the extent of the area of contribution (refinement of the area of contribution is further informed by work in Task 6.4). Identify locations within the area of contribution that overlap with other management areas/activities and the process to ensure coordination. Identify geologic and hydrologic features that limit or promote groundwater movement.

6.2 Constituents of Concern. Identify any constituents of concern the RWRF may want to address (besides nitrate). Identify current best practicable treatment and control (BPTC) or an approved exception from meeting the nitrate water quality standard.

6.3 Stakeholder Outreach and Involvement. This task will be coordinated with Tasks 3.1 and 3.2 (Early Action Plan Outreach and Coordination). Identify affected stakeholders within the area of contribution, over the 20-year planning horizon. Identify stakeholders within the area of contribution who are not included within the ACP boundary, and why. Provide process to identify affected residents and outreach

to ensure stakeholders are informed of and given an opportunity to participate in the development of the ACP.

Provide description of the outreach that has occurred and will continue to occur to ensure stakeholders or affected communities within the area of contribution are informed of, and given opportunity to participate in, the development of any ACP as well as ongoing activities designed to resolve their drinking water concerns.

The outreach consultant will assist with strategy planning, logistics and support for two outreach meetings with local residents. For each meeting, the outreach consultant will provide an agenda, distribute and coordinate RSVPs, and meeting summary. This effort is an extension of the outreach associated with the EAP in Task 3.1.

The scope assumes the Carollo team will participate in two outreach meetings in support of this task. These will be in addition to (and in coordination with) the outreach work and meetings anticipated in Tasks 3.1 and 3.2.

6.4 Nitrate Management Plan (short term and long term). Identify how nitrate conditions will be characterized for use as the basis for refining the extent of effects by RWRF operations and demonstrating how nitrate will be managed over short and long-term periods to meet the nitrate management goals established in the Central Valley Region SNMP and BPA.

Identify short-term (≤ 20 years) and long-term (> 20 years) projects and/or planning activities that will be implemented as part of the ACP to make progress towards attaining each of the water quality-related management goals established by the Central Valley SNMP within the estimated area of contribution.

Identify mechanism(s) to support achievement of the overall Central Valley SNMP's long-term strategy to achieve balanced nitrate loadings and managed aquifer restoration, where reasonable and feasible. Mechanisms may include, but would not be limited to:

- Implementation of management practices that will reduce current nitrate loading to groundwater;
- Use of offsets to help mitigate potential localized impacts, while improving overall basin or subbasin-wide water quality (see Offsets Policy);
- Coordination with adjacent Management Zone(s);
- Coordination among Groundwater Sustainability Agency(ies) to implement GSP water management strategies that achieve multiple objectives, including BPA objectives;
- Managed groundwater recharge;
- Pump and utilize and/or treat and distribute; and
- Payment into a mitigation fund established to develop and implement long-term drinking water solutions, balance and restoration

To estimate the feasibility of these mechanisms, the flow and transport model developed for the As/Mn Compliance Assessment will be utilized. This will involve expanding the focus of the As/Mn flow model and incorporating nitrate into the transport model. This will allow for the simulation of the nitrate transport and determination of the effects that discharged water has had or will in the future have on the Shallow Zone and underlying Zones with planned nitrate management activities (including upgrading nitrogen treatment with increased nitrogen removal) and restoration. This task includes two modeling

scenarios to assess nitrate management activities and one restoration scenario. Future nitrate management activities, as described in the NIA and ACP, would examine the performance of those activities.

6.5 Implementation Schedule. Provide a short and long-term schedule for implementation of nitrate management activities with interim milestones and performance measures to assess progress every 5 years during the first 20-year planning horizon and every 10 years thereafter.

Identify alternative procedures or measures to be implemented if the interim milestones or performance measures are not met.

Provide a water quality surveillance and monitoring program that is adequate to ensure that the ACP when implemented is achieving the expected progress towards attainment of water quality-related management goals (coordination with the SNMP's surveillance and monitoring program may be considered as part of efforts to comply with this element).

6.6 Report. This task involves compilation of the analyses and findings in Tasks 6.1 through 6.5 to produce the ACP as a stand-alone report. Carollo team will prepare a draft and final ACP. The report shall be prepared using current versions of Microsoft Office and GIS software. Copies of the final report shall incorporate City staff comments from the reviewed draft report.

Deliverables:

- Draft ACP (PDF)
- Final ACP (PDF and 5 hard copies)

Optional Task 7. Application for an Exception. If the discharge is determined to be Category 5 (Task 5), the City will be required to submit an Application for Exception pursuant to the Exceptions Policy. ***If it is determined in Task 5 that the discharge is not Category 5, this task will be eliminated.***

The exception may apply to the issuance of effluent limitations and/or groundwater limitations that implement water quality objectives (WQO) for nitrate. According to the Exceptions Policy, the term nitrate includes nitrate and other forms of nitrogen speciation (e.g., total inorganic nitrogen, total Kjeldahl nitrogen, etc.) used to address nitrate in groundwater.

The Waste Discharge Requirements (WDR) for the RWRF do not currently include effluent limitations for nitrate or any form of nitrogen, on the secondary effluent discharged to the ponds or irrigation areas. The WDR does include the groundwater limitation for nitrate (as nitrogen) of 10 mg/L.

Authorization by the Central Valley Water Board (Water Board) of an exception from issuance of an effluent limitation, or from enforcement of the groundwater limitation will allow the RWRF to continue to operate and discharge, with relief from potential regulatory action, while progress is made by the City on their Nitrate Control Program. This would include time to implement nitrogen removal at the RWRF to reduce nitrate effluent concentrations below 10 mg/L (as total nitrogen) and attain long term compliance of the nitrate WQO in groundwater. The Water Board will set interim performance-based requirements when the exception is authorized.

An exception may be typically granted for up to 10 years, but the Water Board may have discretion to approve a 50-year exception and subsequent renewal for up to another 50 years.

7.1 Preparation of Application for Exception. Carollo team will prepare the Application for an Exception, per the Exceptions Policy. The application will include the following:

- a. An explanation/justification as to why the exception is necessary, and why the RWRf is unable to ensure consistent compliance with the groundwater limitations associated with nitrate, and why time is needed before issuance of an effluent limitation for nitrate.
- b. A description of the ACP, EAP, or other implementation measures that the City will implement or participate in, consistent with the Nitrate Permitting Strategy of the BPA.
- c. Copies of any documents prepared and certified by another state or local agency pursuant to Public Resources Code Section 21080 et seq.; or, such documents as are necessary for the Water Board to make its decision in compliance with Public Resources Code section 21080 et seq.
- d. A work plan to provide an interim and permanent water supply for any person living in the area adversely affected by the discharge under the requested nitrate exception. The water supply work plan shall include a schedule of milestones and a description of financial commitments to assure completion of the interim and permanent water supply. Performance bonds may be required to assure timely implementation.
- e. A detailed plan of how the proposed implementation measures will further the long-term management goals of the Nitrate Control Program.

7.2 Preparation of Report. Prepare draft and final report.

Deliverables:

- Draft Application (PDF format)
- Final Application (PDF format)

Optional Task 8. Respond to RWQCB Comments on Area of Contribution.

8.1 Respond to Comments. As stated in the PURPOSE, it is assumed the initial geographic area for this NIA will be the same as area determined for the overall As/Mn Compliance Assessment. During the second meeting with the RWQCB (Task 10.2), the City will present the justification for the proposed area for the NIA (which may be modified pending results of Tasks 1, 2, and 6, and with consideration of results associated with the implementation of the As/Mn Workplan). If the RWQCB does not accept this approach for estimating the area of contribution and requires the City to further expand the area of contribution for the NIA, additional budget will be needed to evaluate and develop an expanded boundary. Since the nature and extent of comments and potential effort needed to address changes cannot be identified at this time, a budget allowance is provided.

Task 9. Preparation of NIA Report.

Work completed in Tasks 1-8 will be compiled into the NIA Report. The NIA will also include the formal "Notice of Intent" letter from the City. The EAP and ACP will be included as appendices to the NIA Report. A draft and final NIA will be prepared. The report shall be prepared using current versions of Microsoft Office and GIS software. Copies of the final report shall incorporate City staff comments from the reviewed draft report.

Deliverables:

- Notice of Intent (draft and final, PDF format)
- Draft NIA Report including the EAP and ACP (PDF format)
- Final NIA Report (PDF and 5 hard copies)

Task 10. Project Management and Meetings.

Carollo's project manager shall direct and coordinate the efforts of the project team members in order to deliver all of the components of the project. Project management includes facilitation of a Kick-Off Meeting, periodic meetings, work order administration, monthly progress reports, coordination with RWRF staff, and quality management.

The project manager will make staffing assignments, review work progress, coordinate quality management procedures, manage subconsultants, and communicate monthly progress reports to the City. The project manager shall manage the budget, schedule, and invoicing. The project manager will prepare and maintain decision and action item logs that will record the decisions made by the City throughout the project as well as action items assigned to the Carollo team and City team members.

10.1 Project Kickoff Meeting. Carollo team will facilitate a project Kick-off Meeting with RWRF staff to review the BPA requirements and develop the City's goals and objectives for the NIA (including plan to pursue Path A). This will be a working meeting with participation from key RWRF staff to discuss the RWRF goals and objectives, preferences, key concerns and project constraints. Additionally, Carollo team will review the overall scope, schedule, and budget, and establish lines of communication between the Carollo team and RWRF staff. Carollo team will provide an initial data request list and list of past studies and work to review. The list will be updated during the course of the project. Key members of the Carollo team will attend the Kick-Off Meeting.

10.2 Meetings with RWQCB. Three meetings will be held with the RWQCB.

The first meeting will be to review the BPA requirements for the NIA, present the City's objectives (including pursuit of Path A) and schedule, and clarify RWQCB expectations for the NIA.

A second meeting will be scheduled to review progress and key findings related to estimating impact of discharge of nitrate on the Shallow Zone and underlying Zones, the determination of the Shallow Zone and area of contribution, and determination of the category of discharge (Tasks 1, 2, and 6).

A third meeting will be to present the analysis and conclusions of the full NIA at the time of submittal of the NIA (within 330 days of receipt of the NTC).

10.3 Progress meetings. Eight progress meetings will be conducted. The progress meetings will be held approximately monthly following the kick-off meeting. It is assumed that meetings will alternate between Webex and in-person meetings (four of each).

Optional Task 11. Analysis Refinement Tasks

This task identifies work to be conducted during the development of the NIA that is dependent on conclusions and knowledge gained in the core tasks referenced below. Work in the core tasks is needed to advance the study. The follow-up tasks are needed to refine results and enhance validity of findings and conclusions of the NIA.

11.1 Phase 2 Domestic/Agricultural Well Survey. Sampling will be conducted on additional domestic/agricultural wells, not tested in Phase 1, to expand the area of the domestic/agricultural well survey for the As/Mn Study (see Domestic/Agricultural Wells Sampling Plan). Carollo team to review results to determine if any domestic wells tap water with nitrate concentrations exceeding the trigger level of 7.5 mg/L. Carollo team will also evaluate the concentrations of special analytes and/or isotopes to determine if the high nitrate concentrations can be attributed to the RWRF. Carollo team will identify the affected domestic wells and provide an assessment on the source attribution. Groundwater quality conditions will be reassessed based on this additional data combined with updated nitrate sample data from the county and other public entities as available.

Prepare an update to the Phase 1 Survey Summary Memo, to include results and overall findings from this task.

Deliverables:

- Update to Summary Memo (Draft and Final, PDF format)

11.2 Update Calculations of Ambient Nitrate Concentration with Data from Phase 2

Domestic/Agricultural Sampling Project. The ambient nitrate concentration in the Shallow/Upper Zone of groundwater will be refined with new knowledge of the area water quality, obtained from data collected during the Phase 2 domestic/agricultural well sampling. This sampling effort will be conducted in 2020.

Prepare an update to the Task 1 Technical Memorandum.

Deliverables:

- Update to Task 1 Technical Memorandum (PDF format).

Task 12. Preparation of A Nitrate Initial Assessment for the North Fresno Wastewater Reclamation Facility (WWRF)

This task to prepare the Nitrate Initial Assessment for the North Fresno WWRF includes the following tasks specified in the Basin Plan Amendment. It is assumed that discussions relating to the North Fresno WWRF with City staff and with the Regional Board will occur as part of meetings described in Task 10.

12.1 Estimate impact of nitrate discharge on the shallow zone and perform an Initial Assessment of water quality conditions. The assessment will be based on previous analyses and existing data and will incorporate conclusions stated in the Report of Waste Discharge and WDR. This task will evaluate locally specific hydrogeologic conditions related to the definition of the shallow zone. This includes defining the shallow zone specific to 10 percent of the shallowest domestic wells located nearest to the North Fresno WWRF. Well construction logs, as available, will be used to determine the depth and age of wells in the area. The construction of those wells, and any representative publicly available water quality data for those wells, will be considered relative to previous work that identified the presence of a significant clay unit underlying the WWRF site and also the previous understanding (based on WWRF monitoring data) of low nitrate concentrations in groundwater. Based on the WWRF monitoring data, together with publicly available groundwater quality data, this task will evaluate ambient nitrate concentrations in groundwater above and below significant hydrogeologic features (e.g., clay unit) within the locally defined shallow zone.

This task will also include documentation of groundwater protection measures in place (lined storage pond, seasonal/occasional discharges to sewer, irrigation management measures, etc.) that are utilized by the WWRF to achieve best practicable treatment and control (BPTC) for the protection of groundwater quality. If needed, a mass balance of water and nitrogen loadings on the golf course may be developed to estimate historical and projected loadings to the Shallow Zone through irrigation.

12.2 Survey of the discharge, and determination if the discharge is causing any public water supply or domestic well to be contaminated by nitrate. The Carollo team will collect and review any readily available local and regional groundwater quality data of domestic and public supply wells near the North Fresno WWRF, particularly nitrate data. The review will also examine other groundwater quality data to demonstrate differences in groundwater quality above and below the significant clay unit and to further distinguish constituents contributed to groundwater by the WWRF versus constituents contributed to relatively deeper groundwater in the shallow zone (below the clay unit) due to influences from regional land uses and lateral groundwater flow mechanisms.

12.3 Identification of any overlying or adjacent Management Zone. Coordination with nitrate management activities in the larger Kings Subbasin will occur as part of the work for the WWRF and will not be conducted separately for the North Fresno WWRF.

12.4 Categorization of the discharge, expected to be Category 1 (no degradation) or 2 (*de minimus* impacts) based on previous analyses documented in the 2011 Report of Waste Discharge and along with the Waste Discharge Requirements (WDR) for the North Fresno WWRF. Provide justification for categorization, based on the findings in Tasks 12.1 and 12.2.

12.5 Preparation of an Initial Assessment/Notice to Comply. Work completed in Tasks 12.1-12.4 will be compiled into the NIA Report. The NIA will also include the formal "Notice of Intent" letter from the City. It is assumed that discharge of nitrate from the facility has not impacted, or only minimally impacted, shallow groundwater; therefore, an Early Action Plan and Alternative Compliance Project are not required. A draft and final NIA will be prepared. The NIA will provide the hydrogeologic justification to support the lack of influence from the WWRF on shallow groundwater quality in the vicinity of the plant site. Discharge quality, WWRF historical groundwater quality monitoring records, and other local groundwater quality data will be presented to differentiate effects (or the lack of effects) by the WWRF on the uppermost part of the shallow zone compared to the quality in the deeper part of the shallow zone associated with the groundwater produced for domestic purposes. The report shall be prepared using current versions of Microsoft Office and GIS software. Copies of the final report shall incorporate City staff comments from the reviewed draft report.

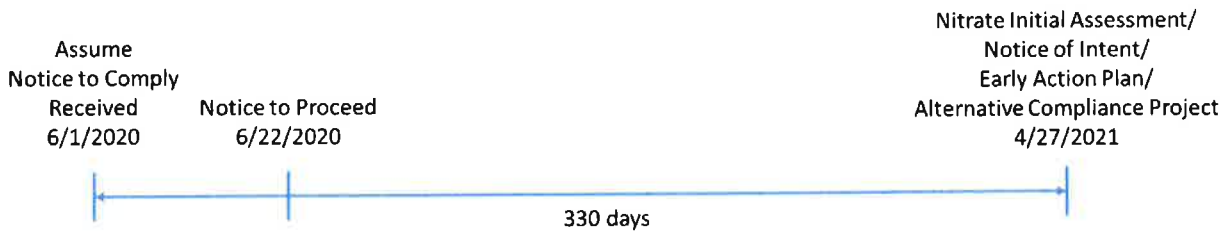
12.6 Response to comments from the Regional Board. Since the nature and extent of comments and potential effort needed to address changes cannot be identified at this time, a budget allowance is provided.

Deliverables:

- Notice of Intent (draft and final, PDF format)
- Draft NIA Report (PDF format)
- Final NIA Report (PDF and 5 hard copies)

TIME OF PERFORMANCE

The work will be completed within 330 days following the City's receipt of the Notice to Comply (NTC) from the Water Board as shown in the project timeline.



Estimated Project Delivery Schedule

The preliminary schedule for completing the tasks is provided in the table below assuming NTC received on June 1, 2020 and Notice to Proceed given on June 22, 2020.

Task	Task Duration (months)	Cumulative Duration (months)	Tentative Completion Date
Task 1. Initial Assessment of Water Quality Conditions and Impact of Discharge on Shallow Zone	3	3	9/30/2020
Task 2. Survey of the Discharge Impacts on Water Wells	2	2	8/31/2020
Task 3. Early Action Plan	4	6	12/31/2020
Task 4. Identification of any overlying or adjacent Management Zone	1	--	
Task 5. Identification of Category of the Discharge.	1	--	
Task 6. Alternative Compliance Project	6	9	4/27/2021
Task 7. Application for Exception	2	--	
Task 8. Respond to RWQCB comments on Area of Contribution (as needed)	2	--	
Task 9. Preparation of NIA Report	2	9	4/27/2021
Task 10. Project Management and Meetings	10	--	
Task 11. Analysis Refinement Tasks	1	--	
Task 12. Nitrate Initial Assessment for the North Fresno WWRF	4	--	3/31/2021

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of January 1, 2020
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$188.00
Professional	230.00
Project Professional	273.00
Lead Project Professional	293.00
Senior Professional	315.00
Technicians	
Technicians	142.00
Senior Technicians	198.00
Support Staff	
Document Processing / Clerical	125.00
Project Equipment Communication Expense (PECE) Per DL Hour	13.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2020	\$.575 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.



**Luhdorff &
Scalmanini**
Consulting Engineers

SCHEDULE OF FEES - ENGINEERING AND FIELD SERVICES 2020

Professional	
Senior Principal	\$225/hr
Principal Professional	\$220/hr
Supervising Professional	\$210/hr
Senior Professional	\$192/hr
Project Professional	\$150 to 170/hr
Staff Professional	\$135 to 145/hr
Technical	
Engineering Inspector	\$140/hr
ACAD Drafting/GIS	\$135/hr
Engineering Assistant	\$105 to 125/hr
Scientist	\$105 to 125/hr
Technician	\$105 to 125/hr
Clerical Support	
Word Processing, Clerical	\$80/hr
Digital Communications Specialist	\$90/hr
Project Admin/Accounting Assistant	\$100/hr
Other Services	
Vehicle Use	\$0.58/mi
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	0.20 ea
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

PENNY CARLO ENGINEERING, LLC

Standard Fee Schedule
2020

Hourly Rate for Penny Carlo, President	\$180.00
Expenses ⁽¹⁾	At cost
Mileage (at IRS mileage reimbursement rate)	\$0.575/mile

⁽¹⁾ Includes meals, lodging, reproduction, etc.



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San Francisco
Los Angeles
San Diego

KATZ & ASSOCIATES, INC.
2020 HOURLY RATES

<u>Labor Classification</u>	<u>2020 Hourly Rate*</u>
Project Support	\$ 80
Account Coordinator	\$ 95
Account Assistant	\$ 105
Graphic Design	\$ 130
Account Executive I	\$ 140
Account Executive II	\$ 150
Art Director	\$ 160
Senior Account Executive	\$ 170
Account Supervisor	\$ 185
Senior Account Supervisor	\$ 200
Director	\$ 220
Senior Director	\$ 230
Vice President	\$ 245
Executive Vice President / Senior Facilitator	\$ 270
President	\$ 285
CEO	\$ 310

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**Rates are subject to a 5% annual escalation, beginning January 1, 2021.*

Helping people communicate effectively about things that matter.

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Exhibit B

INSURANCE REQUIREMENTS **Consultant Service Agreement between City of Fresno ("CITY")** **and Carollo Engineers, Inc., ("CONSULTANT")**

Nitrate Initial Assessment

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

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

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

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

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

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable

endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

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

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

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONSULTANT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

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

Exhibit C

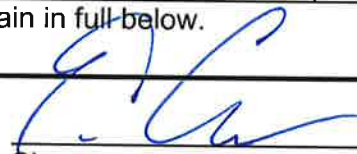
DISCLOSURE OF CONFLICT OF INTEREST

Nitrate Initial Assessment
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 type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Additional page(s) attached.


Signature

05/29/20
Date

EMC CASARES, P.E.
(name)

CAROLLO ENGINEERS
(company)

1401 FULTON ST., SUITE 202
(address)

FRESNO, CA 93721
(city state zip)