

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

THIS AGREEMENT is made and entered into effective _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and Michael K. Nunley & Associates, Inc., a California Corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional engineering services for the design of plans and general construction contract documents for wellhead treatment improvements at Pump Stations 177 and 185 (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a Civil 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, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Director of Public Utilities (Director) or the Director's designee.

AGREEMENT

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

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

(a) Part One. Schematic Design Phase.

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

(2) The Consultant shall complete a Basis of Design Report in accordance with the detailed minimum requirements set forth in **Exhibit A**. The

Basis of Design Report shall include sufficient detail for the design of the Project, to establish the preliminary sizing and layout of proposed facilities at the pump station and provide the engineer's opinion of associated capital and operational costs, and as necessary to obtain the acceptance of the City. The Consultant shall provide the City with an electronic file of the Basis of Design Report in the following format:

.DOC and .PDF.

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

(4) The Consultant shall provide a preliminary evaluation of the Project taking into consideration the City's estimate of the cost of construction (Construction Budget) of \$2,893,600, including alternative approaches to design and construction of the Project.

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

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

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

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

(9) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 150 calendar days from the issuance of a Notice to Proceed for this part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by the City, shall be submitted to the City within 30 calendar days from receipt of the City's comments unless an extension of time is approved in writing by the Director.

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

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

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

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

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

(5) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables

submitted within 190 calendar days from the issuance of a Notice to Proceed for this part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by the City, shall be submitted to the City within 30 calendar days from receipt of the City's comments unless an extension of time is approved in writing by the Director.

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

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

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

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

4) The Consultant shall provide the City with 5 sets of completed plans and 5 sets of completed specifications for review and final acceptance by the City. Should the plans and specifications as submitted by the Consultant not be accepted by the City, the Consultant shall revise the plans and specifications as needed to obtain final acceptance at no additional cost to the City.

(5) After acceptance of final corrections, if any, the Consultant shall provide the City with one set of accepted reproducible tracings and bid documents for the Project. In addition, the Consultant shall provide the City with

one complete set of CAD/System disk files of drawings and complete disk files of specifications in the following format: .DWG .DOC, and .PDF.

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

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

(8) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 50 calendar days from the issuance of a Notice to Proceed for this part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by the City, shall be submitted to the City within 20 calendar days from receipt of the City's comments unless an extension of time is approved in writing by the Director.

(d) Part Four. Bidding Phase. After review and acceptance of the construction document phase, the City's decision to proceed to bid shall constitute a written Notice to Proceed with this Part Four:

(1) The Consultant shall assist the City in obtaining bids. The Consultant shall not communicate with potential bidders regarding this Project without the express prior written authorization of the City's Purchasing Manager.

(2) Upon request of the City, the Consultant shall expeditiously draft addenda as determined by the City to be reasonable or necessary for the bidding process.

(3) If the lowest responsible bid received for the general construction contract exceeds by 10% or more the final estimate of construction cost previously accepted by the City, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which are excluded from the general construction contract, the Consultant shall, within fourteen days of any request by the City, revise the plans and specifications as may be necessary to stay within 10% of such final estimate of construction cost, at no additional cost to the City provided such bid is received

within 180 calendar days after completion of services in Section 1(c) of this Agreement. The Consultant shall also submit such revised plans and specifications, together with a new final estimate of construction cost, to the City for review and acceptance. This procedure, using the latest accepted final estimate of construction cost, shall, upon written notice to the Consultant from the Director, be repeated until an acceptable bid is received that does not exceed the accepted final estimate of construction cost by more than 10%.

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

(1) The Consultant shall attend the pre-construction conference and, if called upon by the City, act on the City's behalf in discussing the various aspects of the construction phase.

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

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

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

(5) Upon written request by the City, the Consultant shall render written recommendations on change orders, claims, disputes or other questions

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

(6) Upon written request by the City, the Consultant shall provide such design and specification services as may be requested by the City to implement change orders necessary for clarification or interpretation of the general construction contract documents or which may have resulted from errors or omissions by the Consultant.

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

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

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

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

shall provide the City with one complete set of CAD/System disk files of Record Drawings in the following format: .DWG and .PDF.

2. The City's responsibilities. The City will:

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

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

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

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

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

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

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

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

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

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

3. Compensation.

(a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$309,045, 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 \$30,000 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director.

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

(c) For purposes of determining the division of the total compensation to the Consultant as provided in Section 3(a) above, or should performance of any succeeding part not be authorized by the City as provided in Section 1 of this Agreement, it is agreed that the total compensation shall be allocated to the five parts of the Consultant's performance as follows: Part One – 20%, Part Two – 50%, Part Three - 10%, Part Four – 5% and Part Five – 15%. Prior to the award of a general construction contract for the Project, or should such contract not be awarded, the approved parts as provided above shall be utilized for purposes of determining the fee due to the Consultant.

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

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

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

(b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid

owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

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

(e) The Consultant shall provide the City with adequate written assurances of future performance, upon the request of the Director, or designee, in the event the Consultant fails to comply with any terms or conditions of this Agreement.

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

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

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

(a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City. During the

term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term "Confidential Information" for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

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

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

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

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

7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782.8, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate

to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

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

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

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

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

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

(a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

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

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

11. General Terms.

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

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

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

(d) The Consultant's services pursuant to this Agreement shall be provided under the supervision of Henry Liang, PE, and shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Director.

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

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

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

(c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability,

medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

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

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

13. Independent Contractor.

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

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

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

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return

receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

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

16. Assignment.

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

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

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, including but not limited to, the Americans with Disabilities Act (42 U.S.C. §§ 12101 et seq.), the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

[Signatures follow on next page.]

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

CITY OF FRESNO,
A California municipal corporation

Michael K. Nunley & Associates, Inc.,
A California corporation

By: _____
Michael Carbajal,
Director
Department of Public Utilities

DocuSigned by:
Michael K Nunley 4/6/2021
AA91DD9079FB4D7...

Name: Michael K Nunley

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

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____

By: _____
Yvonne Spence
Deputy

Name: _____

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

No signature of City Attorney required. Standard Document #DPU-S 9.3/02-2021 has been used without modification, as certified by the undersigned.

Any Applicable Professional License:

DocuSigned by:
Anita Luera 4/6/2021
2383F60D7BE8408...
Anita Luera
Supervising Engineering Technician

Number: C61801
Name: Professional Civil Engineer
Date of Issuance: January 26, 2001

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

CONSULTANT:
Michael K. Nunley & Associates, Inc.
Attention: Michael K. Nunley,
CEO/President
PO Box 1604
Arroyo Grande, CA 93421
Phone: 805-904-6530
Facsimile: 805-904-6532
E-mail: mnunley@mknassociates.us

Attachments:

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



SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (City) and MKN & Associates, Inc. (Consultant)

Wellhead Treatment Improvements at Pump Stations 177 and 185

Task Group 1A – PM and Basis of Design (Schematic Design Phase) – PS 177

Task 1.1A - Project Kickoff, Project Management and Quality Assurance/Quality Control

Upon issuance of the Notice to Proceed for PS 177, the Consultant will schedule a kickoff and meet with City staff to gain input regarding the City's schedules, water system operations, and existing facilities. Following the meeting, the Consultant will conduct a detailed well site audit and schedule a meeting with DDW to discuss the proposed project at PS 177. A separate Notice to Proceed will be issued for PS 185 at a later time. The PS 177 and PS 185 projects will follow the Contract documents on a separate timeline for each site.

The Consultant's project manager will coordinate Consultant and subconsultant activities and participate in meetings throughout the project. Consultant will arrange for attendees, prepare and distribute agendas, and conduct coordination meetings throughout the duration of the project.

Consultant will prepare monthly progress reports summarizing the key activities performed, upcoming work, schedule updates, and possible cost and schedule impacts (if any). Consultant will also develop and maintain an action-items/decisions made log throughout the duration of the project. The log will document action-items and decisions made throughout the project and track key information such as responsible party, due date, task completion date, etc.

In accordance with Consultant's Quality Management System, all project deliverables will be reviewed by qualified principal level reviewers to ensure Consultant work products meet the requirements of the executed scope of services and stipulated requirements of the City.

Deliverables

- Meeting Agendas and Minutes
- Monthly Progress Reports
- Action Items Log

Task 1.2A - Basis of Design Report

The report will state the design criteria and project constraints, present preliminary facility sizing and layout information, and include budgetary capital and operational cost opinions. The report will present the following information:

- Water quality history of PS 177 including any additional water quality testing recommended by Consultant and conducted during the preparation of the report (there are current and/or previous concerns of carbon dioxide, corrosive water, and TCP).
- Proposed treatment options to address water quality concerns.
- Evaluation of existing treatment facilities and proposed options for modifications to the systems that will improve the overall system effectiveness and efficiency (treatment facilities currently exist on site for corrosion mitigation).
- Water quality treatment goals for the treatment systems and operational parameters.
- Description of miscellaneous piping, valving, metering, and drainage control structures.



- Establishment of necessary clearances for operational and maintenance activities (i.e., media and equipment replacements, backwashing operations, compliance sampling events, etc.).
- A description of electrical requirements including site lighting and security and a process schematic including alarms and telemetry system for remote operation and data logging.
- General description of walkways, driveways, surfacing, landscaping, walls, and miscellaneous construction needs.
- Identification of site constraints and the most appropriate mitigation measures (including associated costs).
- Identification of building setbacks required by approved City of Fresno Development Department Conditional Use Permit issued for PS 177
- Integrated aesthetics with the surrounding environment and minimized public visibility (i.e., recessed facility foundations).
- Impacts to the City distribution system and operations.
- Impacts to the City sewer and/or FMFCD storm collection systems.
- Identification of overhead and underground utilities and restrictions (i.e., power, communication, water, and sewer utilities).
- Description of other site improvements to be included in the design
- Evaluation of site security, lighting for low-visibility conditions, and operator safety.
- Layout of the recommended treatment equipment on the well site.
- Engineer's estimate of probable construction, operations, and maintenance costs.
- Design and construction schedule, lead times for equipment and phasing options.
- Evaluation of associated and stakeholder permitting requirements.

Consultant will submit the draft report for the City's review and comment. Consultant's project manager and project engineer will attend a draft report review meeting with City staff to address comments and discuss the next steps in the project.

Consultant will incorporate comments received from the City into the Final Basis of Design Report and submit the final report to the City.

Deliverables

- Draft Basis of Design Report (5 loose-leaf hardcopies, electronic MS Word .DOC and Adobe .PDF files)
- Final Basis of Design Report (3 bound hardcopies, electronic MS Word .DOC and Adobe .PDF files)

Task 1.3A - Topographic and Boundary Survey

Consultant's surveying subconsultant, Yamabe and Horn, will provide a topographic and boundary survey for PS 177 and 185. While it is understood that the design of the treatment system at PS 177 will begin prior to the treatment system design at PS 185, surveys of both project sites will be performed under Task Group 1A – PS 177 to expedite the design of the PS 185 treatment system following the issuance of a Notice to Proceed for Task 1.2B (Basis of Design Report for PS 185).

The purpose of the survey will be to provide a base map to scale for the design of the on-site treatment systems. All survey coordinates shall be on NAD83 California Zone 4 state plane



coordinate system. All survey elevations shall be based on the National Geodetic Vertical Datum of 1929 (NGVD29) using established City of Fresno benchmarks near the respective sites.” Location of underground utilities between surface features (e.g., manholes) will rely on available record drawings from the City, FMFCD, FID, PG&E, AT&T, COMCAST, and other utility providers in the area.

Deliverables

- Topographic Surveys (electronic AutoCAD .DWG files)

Task 1.4A - Geotechnical Investigation

A geotechnical investigation to obtain foundation and retaining wall design criteria for the treatment equipment will be performed by Consultant for PS 177 and 185. While it is understood that the design of the treatment system at PS 177 will begin prior to the treatment system design at PS 185, soil borings of both project sites will be performed under Task Group 1A – PS 177 to expedite the design of the PS 185 treatment system following the issuance of a Notice to Proceed for Task 1.2B (Basis of Design Report for PS 185).

A geotechnical analysis will be performed to establish structural design parameters, property, and design constraints for wellhead treatment facilities at each project site. In coordination with the pressure-vessel system supplier(s) to obtain specified dimensions and weights of the equipment, geotechnical analyses will be performed immediately to establish design parameters for reinforced concrete foundations of each treatment system. The Geotechnical Engineering Investigation Report will include the geotechnical engineer’s findings, analysis, conclusions, and recommendations for project design.

Deliverables

- Geotechnical Engineering Investigation Reports (2 hardcopies, electronic Adobe .PDF files)

Task 1.5A - Environmental Planning

Consultant’s environmental subconsultant, LSA, will provide complete CEQA services for the proposed project at PS 177. Based on the RFQ issued by the City for the proposed project, LSA believes that an addendum to the previously-adopted IS/MND would be the appropriate CEQA document for this project. The addendum would be consistent with CEQA Guidelines Sections 15162 and 15164.

Depending on the final design of the proposed project, it may be determined that the proposed project is categorically exempt from CEQA. If it determined that the proposed project is categorically exempt and is consistent with CEQA Guidelines Section 15301, LSA would revise the scope of work and cost estimate.

Deliverables

- Final CEQA addendum or exemption documentation (10 hardcopies, electronic Adobe .PDF file)

Task Group 1B – PM and Basis of Design (Schematic Design Phase) – PS 185

Task 1.1B - Project Kickoff, Project Management and Quality Assurance/Quality Control

Upon issuance of the Notice to Proceed for PS 185, the Consultant will schedule a kickoff and meet with City staff to gain input regarding the City’s schedules, water system operations, and



existing facilities. Following the meeting, the Consultant will conduct a detailed well site audit and schedule a meeting with DDW to discuss the proposed project at PS 185.

The Consultant's project manager will coordinate Consultant and subconsultant activities and participate in meetings throughout the project. Consultant will arrange for attendees, prepare and distribute agendas, and conduct coordination meetings throughout the duration of the project.

Consultant will prepare monthly progress reports summarizing the key activities performed, upcoming work, schedule updates, and possible cost and schedule impacts (if any). Consultant will also develop and maintain an action-items/decisions made log throughout the duration of the project. The log will document action-items and decisions made throughout the project and track key information such as responsible party, due date, task completion date, etc.

In accordance with Consultant's Quality Management System, all project deliverables will be reviewed by qualified principal level reviewers to ensure Consultant work products meet the requirements of the executed scope of services and stipulated requirements of the City.

Deliverables

- Meeting Agendas and Minutes
- Monthly Progress Reports
- Action Items Log

Task 1.2B - Basis of Design Report

The report will state the design criteria and project constraints, present preliminary facility sizing and layout information, and include budgetary capital and operational cost opinions. The report will present the following information:

- Water quality history of PS 185 including any additional water quality testing recommended by Consultant and conducted during the preparation of the report (there are current and/or previous concerns of entrained air, carbon dioxide, corrosive water, DBCP, and TCP).
- Proposed treatment options to address water quality concerns.
- Evaluation of existing treatment facilities and proposed options for modifications to the systems that will improve the overall system effectiveness and efficiency (e.g., modification of the existing deaeration tank vs. installation of low-profile air stripping towers to remove carbon dioxide, replacement of the existing split case booster pump with a canned booster pump, reconfiguration of GAC system to run in series and/or addition of new vessels, etc.).
- Water quality treatment goals for the treatment systems and operational parameters.
- Description of miscellaneous piping, valving, metering, and drainage control structures.
- Establishment of necessary clearances for operational and maintenance activities (i.e., media and equipment replacements, backwashing operations, compliance sampling events, etc.).
- A description of electrical requirements including site lighting and security and a process schematic including alarms and telemetry system for remote operation and data logging.
- General description of walkways, driveways, surfacing, landscaping, walls, and miscellaneous construction needs.
- Identification of site constraints and the most appropriate mitigation measures (including associated costs).



- Identification of building setbacks required by approved City of Fresno Development Department Conditional Use Permit issued for PS 185.
- Integrated aesthetics with the surrounding environment and minimized public visibility (i.e., recessed facility foundations).
- Impacts to the City distribution system and operations.
- Impacts to the City sewer and/or FMFCD storm collection systems.
- Identification of overhead and underground utilities and restrictions (i.e., power, communication, water, and sewer utilities).
- Description of other site improvements to be included in the design (i.e., relocation of the existing deaeration tank and booster pump at PS 185).
- Evaluation of site security, lighting for low-visibility conditions, and operator safety.
- Layout of the recommended treatment equipment on the well site.
- Engineer's estimate of probable construction, operations, and maintenance costs.
- Design and construction schedule, lead times for equipment and phasing options.
- Evaluation of associated and stakeholder permitting requirements.

Consultant will submit the draft report for the City's review and comment. Consultant's project manager and project engineer will attend a draft report review meeting with City staff to address comments and discuss the next steps in the project.

Consultant will incorporate comments received from the City into the Final Basis of Design Report and submit the final report to the City.

Deliverables

- Draft Basis of Design Report (5 loose-leaf hardcopies, electronic MS Word .DOC and Adobe .PDF files)
- Final Basis of Design Report (3 bound hard-copies, electronic MS Word .DOC and Adobe .PDF files)

Task 1.3B - Environmental Planning

Consultant's environmental subconsultant, LSA, will provide complete CEQA services for the proposed project at PS 185. Based on the RFQ issued by the City for the proposed project, LSA believes that an addendum to the previously-adopted IS/MND would be the appropriate CEQA document for this project. The addendum would be consistent with CEQA Guidelines Sections 15162 and 15164.

Depending on the final design of the proposed project, it may be determined that the proposed project is categorically exempt from CEQA. If it determined that the proposed project is categorically exempt and is consistent with CEQA Guidelines Section 15301, LSA would revise the scope of work and cost estimate.

Deliverables

- Final CEQA addendum or exemption documentation (10 hardcopies, electronic Adobe .PDF file)



Task Group 2A – Design Development Phase – PS 177

Task 2.1A - 60% Plans, Specifications, and Cost Estimate

Consultant will prepare 60% construction plans; specifications components including bid proposal items and quantities, explanation of bid items, and technical specifications; and an engineer's cost opinion for the construction of the treatment system at PS 177. Technical specifications will be developed in 2014 CSI format and plans will be prepared in AutoCAD. The City will review the contents of each submittal and provide comments for incorporation into subsequent submittals. The following design components are anticipated to be included in the plans and specifications for construction:

- Cover sheet, legends, notes
- Conditional Use Permit Site Plan, Landscape Plan, and Elevation Plan (Revision to currently approved Conditional Use Permit Plans)
- Demolition plans
- Civil site improvement and grading plans
- Treatment equipment and recessed pit foundations
- Process piping and valves
- Site electrical and lighting
- Plant control, monitoring, telemetry, and alarm systems
- Title 24 energy and lighting calculations

Deliverables

- Bid proposal items and quantities, explanation of bid items (electronic MS Word .DOC files)
- 60% technical specifications (electronic MS Word .DOC files)
- Engineer's opinion of probable construction cost

Task 2.2A - 90% Plans, Specifications, and Cost Estimate

Consultant will incorporate City 60% review comments and develop the 60% plans, specifications components, and estimates to the 90% design level. Consultant will also prepare final stamped and signed structural calculations and Title 24 energy and lighting calculations. The City will assemble the bid specifications by incorporating the bid proposal items and quantities, explanation of bid items, and technical specifications into the City's standard front-end bidding documents.

Consultant will submit original signed and stamped 90% plans, structural calculations, and Title 24 energy and lighting calculations to the City Building & Safety Department for plan check using the online FASTER system. The City will coordinate with Public Works' Construction Management Division for review and approval of the plans and specifications. Consultant will be responsible for coordinating with FMFCD, FID, and other agencies as may be required for review and approval. The City will coordinate and pay for all permitting and plan check fees.

Deliverables

- 90% stamped and signed plans (electronic Adobe .PDF files)
- Stamped and signed structural calculations (electronic Adobe .PDF files)
- Stamped and signed Title 24 energy and lighting calculations (electronic Adobe .PDF files)



- Bid proposal items and quantities, explanation of bid items (electronic MS Word .DOC files)
- 90% technical specifications (electronic MS Word .DOC files)
- Engineer's opinion of probable construction cost

Task Group 2B – Design Development Phase – PS 185

Task 2.1B - 60% Plans, Specifications, and Cost Estimate

Consultant will prepare 60% construction plans; specifications components including bid proposal items and quantities, explanation of bid items, and technical specifications; and an engineer's cost opinion for the construction of the treatment system at PS 185. Technical specifications will be developed in 2014 CSI format and plans will be prepared in AutoCAD. The City will review the contents of each submittal and provide comments for incorporation into subsequent submittals. The following design components are anticipated to be included in the plans and specifications for construction:

- Cover sheet, legends, notes
- Conditional Use Permit Site Plan, Landscape Plan, and Elevation Plan (Revision to currently approved Conditional Use Permit Plans)
- Demolition plans
- Civil site improvement and grading plans
- Treatment equipment and recessed pit foundations
- Process piping and valves
- Site electrical and lighting
- Plant control, monitoring, telemetry, and alarm systems
- Title 24 energy and lighting calculations

Deliverables

- 60% plans (electronic AutoCAD .DWG. and Adobe .PDF files)
- Bid proposal items and quantities, explanation of bid items (electronic MS Word .DOC files)
- 60% technical specifications (electronic MS Word .DOC files)
- Engineer's opinion of probable construction cost

Task 2.2B - 90% Plans, Specifications, and Cost Estimate

Consultant will incorporate City 60% review comments and develop the 60% plans, specifications components, and estimates to the 90% design level. Consultant will also prepare final stamped and signed structural calculations and Title 24 energy and lighting calculations. The City will assemble the bid specifications by incorporating the bid proposal items and quantities, explanation of bid items, and technical specifications into the City's standard front-end bidding documents.

Consultant will submit original signed and stamped 90% plans, structural calculations, and Title 24 energy and lighting calculations to the City Building & Safety Department for plan check using the online FASTER system. The City will coordinate with Public Works' Construction Management Division for review and approval of the plans and specifications. Consultant will be



responsible for coordinating with FMFCD, FID, and other agencies as may be required for review and approval. The City will coordinate and pay for all permitting and plan check fees.

Deliverables

- 90% stamped and signed plans (electronic Adobe .PDF files)
- Stamped and signed structural calculations (electronic Adobe .PDF files)
- Stamped and signed Title 24 energy and lighting calculations (electronic Adobe .PDF files)
- Bid proposal items and quantities, explanation of bid items (electronic MS Word .DOC files)
- 90% technical specifications (electronic MS Word .DOC files)
- Engineer's opinion of probable construction cost

Task Group 3A – Construction Document Phase – PS 177

Task 3.1A - Final Plans, Specifications, and Cost Estimate

Consultant will incorporate review comments from City, Building & Safety, Construction Management, and all other agencies, and develop the final plans, specifications components, and estimates. Consultant will complete the back check process to obtain Building & Safety Department approval.

Deliverables

- Final Building & Safety approved plans (electronic Adobe .PDF files)
- Final stamped and signed structural calculations (electronic Adobe .PDF)
- Final stamped and signed Title 24 energy and lighting calculations (electronic Adobe .PDF)
- Final bid specifications (electronic MS Word .DOC and Adobe .PDF files)
- Final estimates

Task Group 3B – Construction Document Phase – PS 185

Task 3.1B - Final Plans, Specifications, and Cost Estimate

Consultant will incorporate review comments from City, Building & Safety, Construction Management, and all other agencies, and develop the final plans, specifications components, and estimates. Consultant will complete the back check process to obtain Building & Safety Department approval.

Deliverables

- Final Building & Safety approved plans (electronic Adobe .PDF files)
- Final stamped and signed structural calculations (electronic Adobe .PDF)
- Final stamped and signed Title 24 energy and lighting calculations (electronic Adobe .PDF)
- Final bid specifications (electronic MS Word .DOC and Adobe .PDF files)
- Final estimates



Task Group 4A – Bidding and Construction Support Services – PS 177

Task 4.1A - Bid Phase Support

The City will coordinate with appropriate departments to advertise the plans and bid specifications. Consultant will attend a pre-bid meeting and provide to the City written responses to bidder questions through the bid period. Consultant will prepare and provide conformed plans and specifications incorporating any changes resulting from the bid period.

Deliverables

- Addenda, RFI responses, and clarifications as needed
- Conformed plans (electronic AutoCAD .DWG. and Adobe .PDF files)
- Conformed specifications (electronic MS Word .DOC and Adobe .PDF files)

Task Group 4B – Bidding and Construction Support Services – PS 185

Task 4.1B - Bid Phase Support

The City will coordinate with appropriate departments to advertise the plans and bid specifications. Consultant will attend a pre-bid meeting and provide to the City written responses to bidder questions through the bid period. Consultant will prepare and provide conformed plans and specifications incorporating any changes resulting from the bid period.

Deliverables

- Addenda, RFI responses, and clarifications as needed
- Conformed plans (electronic AutoCAD .DWG. and Adobe .PDF files)
- Conformed specifications (electronic MS Word .DOC and Adobe .PDF files)

Task Group 5A – Construction Phase and General Contract Administration – PS 177

Task 5.1A - Engineering Services During Construction

Consultant proposes to perform the following tasks for the PS 177 project during project construction:

- Attend one preconstruction meeting.
- Review shop drawings and submittals from the contractors in accordance with the construction contract documents (this scope of work includes up to 48 hours of engineering time for reviewing submittals).
- Respond to requests for information from the contractor (this scope of work includes up to 20 hours of engineering time for reviewing RFIs).
- Make up to four visits to the construction site to determine, in general, if the work is proceeding in accordance with the construction contract documents and notify the City accordingly. The construction contractor will be held entirely responsible for maintaining on-site safety during all phases of the work. Consultant will coordinate with the City's on-site field representative.
- Site walk-through with Construction Management Inspector to develop and provide Engineer's Punchlist for correction and/or completion.



- Conduct as-graded survey to verify surface drainage as required and prepare as-graded survey plan.
- Prepare and submit as-built drawings based on Contractor field record drawings.

Deliverables

- As-graded plan (electronic AutoCAD .DWG. and Adobe .PDF files)
- As-built plans (electronic AutoCAD .DWG. and Adobe .PDF files)
- Corrective punchlist

Task 5.2A - Startup and Testing Support

- Consultant will serve as the start-up and commissioning liaison coordinating with the DDW and Contractor to develop and implement start-up, commissioning, and operations plans for the PS 177 treatment system. Consultant will coordinate with and provide start-up and commissioning observation services to assist the City with the monitoring and acceptance of the operational testing of various components of the treatment vessels.
- Consultant will be on-site during the system start-up and testing and prepare a punchlist based on unfinished work observed.

Deliverables

- Punchlist
- Operations plan (electronic Adobe .PDF files)

Task Group 5B – Construction Phase and General Contract Administration – PS 185

Task 5.1B - Engineering Services During Construction

Consultant proposes to perform the following tasks for the PS 185 project during project construction:

- Attend one preconstruction meeting.
- Review shop drawings and submittals from the contractors in accordance with the construction contract documents (this scope of work includes up to 48 hours of engineering time for reviewing submittals).
- Respond to requests for information from the contractor (this scope of work includes up to 20 hours of engineering time for reviewing RFIs).
- Make up to four visits to the construction site to determine, in general, if the work is proceeding in accordance with the construction contract documents and notify the City accordingly. The construction contractor will be held entirely responsible for maintaining on-site safety during all phases of the work. Consultant will coordinate with the City's on-site field representative.
- Site walk-through with Construction Management Inspector to develop and provide Engineer's Punchlist for correction and/or completion.
- Conduct as-graded survey to verify surface drainage as required and prepare as-graded survey plan.
- Prepare and submit as-built drawings based on Contractor field record drawings.



Deliverables

- As-graded plan (electronic AutoCAD .DWG. and Adobe .PDF files)
- As-built plans (electronic AutoCAD .DWG. and Adobe .PDF files)
- Corrective punchlist

Task 5.2B - Startup and Testing Support

- Consultant will serve as the start-up and commissioning liaison coordinating with the DDW and Contractor to develop and implement start-up, commissioning, and operations plans for the PS 185 treatment system. Consultant will coordinate with and provide start-up and commissioning observation services to assist the City with the monitoring and acceptance of the operational testing of various components of the treatment vessels.
- Consultant will be on-site during the system start-up and testing and prepare a punchlist based on unfinished work observed.

Deliverables

- Punchlist
- Operations plan (electronic Adobe .PDF files)

Additional Services

While not included in our initial Scope of Services, Consultant's Fresno office is well-qualified to perform the following additional services if requested by the City and following an amendment to the agreement for professional services. At this time, we do not anticipate that these services will be required to complete the preliminary design phase of this project.

- Bench and/or pilot testing of treatment technologies
- Utility potholing
- Value engineering studies
- Assistance with pre-purchasing equipment, including preparation of separate bid packages



MKN & Associates, Inc.
 8405 N. Fresno Street
 Fresno, CA 93720
 559 500 4750

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Project Director	\$225/HR
Operations Manager	\$212/HR
Principal Engineer	\$197/HR
Senior Project Engineer	\$186/HR
Project Engineer/ Senior Scientist	\$164/HR
Senior Water Resource Planner	\$164/HR
Water Resource Planner	\$150/HR
GIS Specialist	\$144/HR
Assistant Engineer II	\$141/HR
Assistant Engineer I	\$120/HR
GIS Technician	\$120/HR
Supervising Drafter	\$145/HR
Drafting/Design Technician II	\$135/HR
Drafting/Design Technician I	\$110/HR
Administrative Assistant	\$80/HR
Engineering Intern	\$65/HR

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.58/mi.

**ELECTRICAL
POWER
SYSTEMS INC.**
Professional and Consulting
Electrical Engineering

2021 PROFESSIONAL RATE SCHEDULE

Expert Research Testimony and Depositions -----	\$325.00 per hour
Principal Electrical Engineer -----	\$235.00 per hour
Professional Engineer -----	\$200.00 per hour
E.I.T. -----	\$180.00 per hour
Field Tech./Designer/IT Programmer -----	\$160.00 per hour
Cad/Drafting Technician -----	\$122.00 per hour
Clerical -----	\$ 85.00 per hour

- 1.0) PERSONNEL TRAVEL TIME, WHEN AUTHORIZED, WILL BE BILLED ON THE ABOVE HOURLY RATES. PERSONNEL TRAVEL TIME ON SATURDAY, SUNDAY AND HOLIDAYS WILL BE BILLED ON THE ABOVE HOURLY RATES TIMES 150%.
- 2.0) ADDITIONAL EXPENSES BELOW, WHEN AUTHORIZED, WILL BE TABULATED AND BILLED AS AN EXTRA COST:

TRAVEL OUTSIDE A 60 MILE RADIUS OF THE FRESNO OFFICE OF ELECTRICAL POWER SYSTEMS, INC. (EPS), MEALS AND LODGING WHILE TRAVELING, TRANSPORTATION/PARKING (FULL SIZE AUTO), PRINTING OTHER THAN NORMAL DESIGN COORDINATION PLANS, SPECIFICATIONS, AND REPORTS, EXCESSIVE LONG DISTANCE TELEPHONE CHARGES OUTSIDE THE 559 AREA CODE, OR ANY OTHER UNORDINARY EXPENSE NECESSARY TO COMPLETE OUR WORK. MILEAGE IS CHARGED AT \$0.80 PER MILE WHEN PERSONAL CARS ARE USED. OUTSIDE PRINTING AND SHIPPING EXPENSES WILL BE BILLED AT COST PLUS 10%, AND FAX TRANSMISSIONS WILL BE BILLED AT \$1.00 PER PAGE.
- 3.0) FEES FOR EXPERT TESTIMONY AT DEPOSITION, ARBITRATION, MEDIATION, OR TRAIL ARE BASED ON A NORMAL EIGHT HOUR DAY, WITH NORMAL MORNING, NOON AND AFTERNOON RECESSES. SAID FEES WILL BE APPLIED AT THE BEGINNING OF THE SCHEDULED APPEARANCE TIME, AND WILL INCLUDE ALL "OFF-THE-RECORD" TIME OR WAITING TIME, WHETHER TESTIMONY IS ACTUALLY GIVEN OR NOT. A MINIMUM DAILY WITNESS APPEARANCE FEE OF \$1,800.00 WILL BE APPLIED TO ANY SCHEDULED APPEARANCE AS A WITNESS IN ANY GEOGRAPHIC LOCATION REQUIRING ABSENCE FROM FRESNO, CALIFORNIA FOR AN ENTIRE DAY. THIS INCLUDES STANDBY OR WAITING TIME FOR ANY APPEARANCE AS AN EXPERT WITNESS IN ANY GEOGRAPHICAL LOCATION.

TERMS OF PAYMENT REGARDING EXPERT WITNESS TESTIMONY SHALL BE AS SET FORTH AND STATED IN SECTIONS 2034(I)(2) OF THE CALIFORNIA CODE OF CIVIL PROCEDURES AND 68092.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, EVEN THOUGH SAID STATUTES MAY NOT BE EFFECTIVE OR APPLICABLE IN ANY OTHER GEOGRAPHICAL AREA. ANY PARTY(IES) DESIGNATION AN EMPLOYEE OF EPS AS AN EXPERT WITNESS WILL PAY THE AFOREMENTIONED EXPERT WITNESS FEES. REGARDLESS OF STIPULATION OR COURT ORDER TO THE CONTRARY OF THE FEES STATED ABOVE. THOSE SIGNATORY TO THE PROFESSIONAL SERVICES CONTRACT TO WHICH THIS RATE SCHEDULE IS ATTACHED TO WILL AGREE TO PAY ANY WITNESS FEES NORMALLY PAID BY A NOTICING ATTORNEY OR ENTITY, NOT PAID BY SAID NOTICING ATTORNEY OR ENTITY WITHIN THE TIME LIMITS AS SET FORTH IN THE AFOREMENTIONED STATE OF CALIFORNIA CODE SECTIONS REGARDING EXPERT WITNESS FEES.
- 4.0) IT IS OUR POLICY TO REQUEST FROM OUR CLIENTS, PERMISSION TO INCUR ANY ADDITIONAL EXPENSE TO OUR STATED FEE BEFORE THE ADDED CHARGE IS INCURRED.
- 5.0) EPS RESERVES THE RIGHT TO CHANGE THE ABOVE 2021 RATES AND EXPENSES FOR UNFORESEEN MANDATED GOVERNMENTAL AND INSURANCE INCREASES TO OUR OVERHEAD.

THANK YOU AND IF YOU HAVE ANY QUESTIONS, PLEASE CALL.

ELECTRICAL POWER SYSTEMS, INC.
JOSEPH P. PREVENDAR, P.E., PRESIDENT

HOURLY BILLING RATES EFFECTIVE JUNE 2020

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$175–390
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$125–245
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$115–220
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Climate Change Specialist	Cultural Resources Manager Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$85–150
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$85–100
Field Services							
Senior Field Crew/Field Crew							\$80–100
Office Services							
Graphics							\$115–150
Marketing							\$75–125
Office Assistant							\$65–115
Project Assistant							\$70–145
Research Assistant/Intern							\$50–80
Word Processing/Technical Editing							\$95–125

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE MARCH 2021¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	\$125.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.



BILLING RATES EFFECTIVE THROUGH DECEMBER 31, 2021

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
SENIOR STRUCTURAL ENGINEER	\$120.00 PER HOUR
SENIOR PROFESSIONAL ENGINEER	\$120.00 PER HOUR
STRUCTURAL ENGINEER	\$110.00 PER HOUR
PROFESSIONAL ENGINEER	\$ 90.00 PER HOUR
ENGINEER-IN-TRAINING II (EIT II)	\$ 75.00 PER HOUR
ENGINEER-IN-TRAINING III (EIT III)	\$ 65.00 PER HOUR
STRUCTURAL DRAFTER	\$ 60.00 PER HOUR
PROJECT ADMINISTRATOR	\$ 60.00 PER HOUR



GENERAL FEE SCHEDULE FOR PROFESSIONAL & TECHNICAL SERVICES

Professional and Office Staff

Staff Type	Rate/Cost
Principal Engineer	\$175.00/hour
Registered Senior Geotechnical/Structural Engineer.....	\$165.00/hour
Certified Engineering Geologist/Hydrogeologist	\$155.00/hour
Registered Senior Engineer	\$155.00/hour
Registered Engineer.....	\$150.00/hour
Registered Senior Geologist	\$145.00/hour
Registered Geologist.....	\$135.00/hour
Certified Asbestos Inspector/Manager.....	\$125.00/hour
Project Engineer/Manager	\$125.00/hour
Qualified SWPPP Developer (QSD)	\$125.00/hour
Qualified SWPPP Practitioner (QSP)	\$115.00/hour
Project Geologist	\$115.00/hour
Field Engineer/Geologist.....	\$115.00/hour
Environmental Specialist.....	\$110.00/hour
Staff Engineer/Geologist.....	\$110.00/hour
Project Administration & Analysis.....	\$95.00/hour
CAD Operator/Drafting	\$75.00/hour

Inspectors and Technicians (Non-Prevailing Wage Rates)

Staff Type	Rate/Cost
Engineering Technician I/Inspector I (ACI and Nuclear Gauge Technicians)	\$79.00/hour
Engineering Technician II/Inspector II (ICC Certified Special Inspectors)	\$89.00/hour
Senior Engineering Technician/Inspector (AWS/NDT Special Inspectors).....	\$95.00/hour
Laboratory Technician.....	\$55.00/hour
Pick-up and Delivery of Test Specimens.....	\$79.00/hour

Inspectors and Technicians (Northern California Prevailing Wage Rates)

Staff Type	Rate/Cost
Group I - Engineering Technician/Inspector	\$120.00/hour
Group II - Engineering Technician/Inspector	\$115.00/hour
Group III - Engineering Technician/Inspector.....	\$105.00/hour
Group IV - Engineering Technician/Inspector	\$95.00/hour
Pick-up and Delivery of Test Specimens.....	\$95.00/hour

Inspectors and Technicians (Southern California Prevailing Wage Rates)

Staff Type	Rate/Cost
Group I - Engineering Technician/Inspector	\$130.00/hour
Group II - Engineering Technician/Inspector	\$135.00/hour
Group III - Engineering Technician/Inspector.....	\$140.00/hour
Pick-up and Delivery of Test Specimens.....	\$250.00/hour

Exploratory and Field Testing Equipment

Description	Rate/Cost
CME 45 Drill Rig with Operator and Helper (Non-Prevailing Wage Rate).....	\$175.00/hour
CME 55 Drill Rig with Operator and Helper (Non-Prevailing Wage Rate).....	\$195.00/hour
CME 75 Drill Rig with Operator and Helper (Non-Prevailing Wage Rate).....	\$215.00/hour
CME 45 Drill Rig with Operator and Helper (California Prevailing Wage Rate).....	\$275.00/hour
CME 55 Drill Rig with Operator and Helper (California Prevailing Wage Rate).....	\$295.00/hour
CME 75 Drill Rig with Operator and Helper (California Prevailing Wage Rate).....	\$275.00/hour
Field Engineer/Geologist (Non-Prevailing Wage Rate)	\$115.00/hour
Field Engineer/Geologist (California Prevailing Wage Rate)	\$135.00/hour
Diamond Bit Coring Rig, Generator, and Operator (Non-Prevailing Wage Rate)	\$225.00/hour
Diamond Bit Coring Rig, Generator, and Operator (California Prevailing Wage Rate)	\$275.00/hour
Portable Drilling Equipment with Operator.....	\$300.00/hour
Bucket Auger Drill Rig with Operator	\$325.00/hour
Field Truck with Equipment	\$65.00/day
Hand Held Turbidity Meter	\$25.00/day
Skidmore-Wilhelm Machine.....	\$90.00/day
Schmidt Hammer	\$40.00/day
Torque Wrench	\$35.00/day
Single Hydraulic Ram Proof-Load Testing Equipment.....	\$95.00/day
Double Hydraulic Ram Proof-Load Testing Equipment	\$125.00/day
Floor Slab Vapor Emission Test Kit.....	\$45.00/each
Floor Slab Relative Humidity Test Kit	\$75.00/each
Floor Flatness and Levelness Machine	\$250.00/hour
Hand Held pH Meter.....	\$25.00/day

Aggregate Tests

Description	Rate/Cost
ASTM C131 Abrasion, Los Angeles Rattler	\$350.00/each
ASTM C40 Organic Impurities in Fine Agg	\$95.00/each
ASTM D4791 Flat & Elongated Particles	\$185.00/each
ASTM D5821 Percent Fractured Particles	\$145.00/each
ASTM C566 Moisture Content by Drying	\$35.00/each
ASTM C117 Materials Finer than No. 200	\$85.00/each
ASTM C289 Alkali Silica Reaction	\$550.00/each
ASTM D2419 Sand Equivalent Value.....	\$115.00/each
ASTM C136 Sieve Analysis-Combined Sample.....	\$135.00/each
ASTM C136 Sieve Analysis-Fine Aggregate.....	\$125.00/each
ASTM C136 Sieve Analysis-Coarse Aggregate.....	\$125.00/each
ASTM C88 Soundness by Sodium Sulfate.....	\$125.00/each
ASTM C127 Specific Gravity of Coarse Agg	\$115.00/each
ASTM C128 Specific Gravity of Fine Agg	\$85.00/each

Soil Tests

Description	Rate/Cost
ASTM D4318 Plasticity Index of Soils	\$195.00/each
ASTM D1883 CA Bearing Ratio of Soils	\$650.00/each
ASTM D2435 Consolidation	\$225.00/each
ASTM D2435 Consolidation, with Time Rate	\$250.00/each
ASTM D3080 Direct Shear, Consolidated and Drained.....	\$215.00/each
ASTM D4829 Expansion Index of Soils	\$195.00/each

Soil Tests (Con't)

Description	Rate/Cost
ASTM D2166 Unconfined Comp Strength	\$95.00/each
ASTM D2434 Constant Head Permeability Test.....	\$225.00/each
ASTM D5084 Falling Head/Flexible Wall Permeability Test (1" to 4")	\$325.00/each
ASTM D5084 Falling Head/Flexible Wall Permeability Test (6")	\$450.00/each
ASTM D5084 Falling Head/Flexible Wall Permeability Test (12")	\$750.00/each
ASTM D5333 Hydro-Collapse Potential.....	\$200.00/each
ASTM D422 Hydrometer Analysis	\$115.00/each
ASTM D854 Specific Gravity of Soils.....	\$195.00/each
ASTM 4546 Swell Potential	\$195.00/each
ASTM D2216 Soil Moisture Content by Mass.....	\$10.00/each
ASTM D698 Maximum Density Std Effort.....	\$175.00/each
ASTM D1557 Max Density Optimum Moisture	\$175.00/each
ASTM D4972 pH and Sulfate Content of Soils.....	\$75.00/each
ASTM D2844 R-Value & Expansion Pressures	\$295.00/each
ASTM D2419 Sand Equivalent	\$115.00/each
ASTM D422 Sieve Analysis of Soils	\$125.00/each
ASTM D1140 Materials Finer than #200	\$85.00/each

Asphalt Tests

Description	Rate/Cost
ASTM D2726 Core Density (SSD)	\$45.00/each
ASTM D1188 Core Density (Paraffin Coated)	\$55.00/each
ASTM D6926 Lab Max Density Marshall Method.....	\$290.00/each
ASTM D6927 Marshall Stability and Flow.....	\$195.00/each
ASTM D1561 LTMD Kneading Compactor	\$255.00/each
ASTM D1560 Hveem Stability	\$290.00/each
ASTM D1560 Hveem Stability and Density	\$325.00/each
ASTM D2041 Maximum Theoretical Density	\$295.00/each
ASTM D6307 Asphalt Content by Ignition.....	\$160.00/each
ASTM D6307 Ignition Oven Calibration	\$275.00/each
ASTM D2172 Asphalt Content by Solvents.....	\$275.00/each
ASTM D5444 Gradation of Extracted Aggregate	\$195.00/each

Concrete Tests

Description	Rate/Cost
ASTM C39 Concrete Cylinder Compression Test (set of five 4" or set of four 6" cylinders).....	\$120.00/each set
ASTM C39 Cylinder Tested out of Sequence	\$30.00/each
ASTM C42 Compressive Strength – Core	\$45.00/each
ASTM C495 Lightweight Concrete Strength	\$45.00/each
ASTM C78 Flexural Strength – Beam	\$95.00/each beam
ASTM C39 Guniting Cyl Compression Test.....	\$45.00/each
ASTM C1140 Shotcrete Panel Coring and Compression Test (set of 3 cores)	\$300.00/panel
ASTM C649 Concrete Modulus of Elasticity.....	\$275.00/each
ASTM C157 Linear Shrinkage (Set of 3).....	\$495.00/each
ASTM C138 Unit Weight of Concrete	\$95.00/each
ASTM C496 Splitting Tensile Test	\$75.00/each

Caltrans Tests

Description	Rate/Cost
CT 202 Sieve Analysis-Combined Sample.....	\$175.00/each
CT 202 Sieve Analysis-Fine Aggregate	\$145.00/each
CT 202 Sieve Analysis-Coarse Aggregate	\$130.00/each
CT 204 Plasticity Index Atterberg	\$225.00/each
CT 205 Percentage Crushed Particles.....	\$155.00/each
CT 206 Specific Gravity of Coarse Aggregate	\$115.00/each
CT 207 Specific Gravity of Fine Aggregate.....	\$145.00/each
CT 208 Apparent Specific Gravity of Fines	\$165.00/each
CT 209 Specific Gravity of Soils.....	\$195.00/each
CT 211 Abrasion by Los Angeles Rattler.....	\$350.00/each
CT 213 Organic Impurities in Sand.....	\$115.00/each
CT 214 Soundness by Sodium Sulfate	\$425.00/each
CT 216 California Impact Max Density	\$175.00/each
CT 217 Sand Equivalent Value	\$115.00/each
CT 226 Moisture Content by Oven Drying	\$95.00/each
CT 227 Cleanness Value.....	\$155.00/each
CT 229 Durability Index.....	\$215.00/each
CT 234 Angularity & Voids Fine Aggregate.....	\$235.00/each
CT 235 Flat and Elongated Particles	\$185.00/each
CT 301 Resistance R-Value Stabilometer	\$295.00/each
CT 304/308 LTMD Kneading Compactor.....	\$255.00/each
CT 305 Swell of Bituminous Mixtures	\$325.00/each
CT 308 (A) Core Density Paraffin Coated	\$55.00/each
CT 308 (C) Core Density SSD	\$45.00/each
CT 308, CT 366 Stability & Density	\$325.00/each
CT 309 Maximum Theoretical Density	\$295.00/each
CT 366 Stabilometer Value	\$225.00/each
CT 370 Moisture Content by Microwave	\$55.00/each
CT 371 Tensile Strength Ratio	\$1,450.00/each
CT 382 Asphalt Content by Ignition Oven.....	\$160.00/each
CT 417 Soluble Sulfates	\$75.00/each
CT 422 Chloride Content.....	\$85.00/each
CT 521 Concrete Compressive Strength	\$30.00/each
CT 523 Concrete Flexural Strength – Beam.....	\$95.00/each
CT 531 Length of Drilled Concrete Cores.....	\$55.00/each
CT 643 Resistivity and pH.....	\$125.00/each

Masonry Tests

Description	Rate/Cost
ASTM C140 Block Compressive Strength.....	\$225.00/set
ASTM C140 Block Moisture & Absorption.....	\$250.00/set
ASTM C426 Block Linear Shrinkage	\$325.00/set
ASTM C140 Block Unit Wt & Dimensions.....	\$195.00/set
ASTM C90 Masonry Block Conformance	\$650.00/set
ASTM C67 Brick Compressive Strength	\$225.00/set
ASTM C67 Brick Moisture & Absorption	\$250.00/set
ASTM C109 Mortar Cube Compression Test (set of 3).....	\$145.00/set
ASTM C1437 Mortar Flow Test	\$500.00/test
ASTM C1019 Grout Prism Compression (set of 4).....	\$120.00/set

Masonry Tests (Con't)

Description	Rate/Cost
ASTM C1314 Masonry Prism Assemblage Compression (8" Block, set of 3).....	\$225.00/each
ASTM C1314 Masonry Prism Assemblage Compression (12" Block, set of 3).....	\$250.00/each
ASTM C1314 Masonry Prism Assemblage Compression (16" Block, set of 3).....	\$275.00/each
Masonry Core Compression (8" max diameter)	\$75.00/each
Masonry Core Shear (8" max diameter).....	\$95.00/each

Reinforcing Steel Tests

Description	Rate/Cost
ASTM A615/A706 Tension, Bend & Elongation - Rebar No. 3 to No. 8.....	\$115.00/each
ASTM A615/A706 Tension, Bend & Elongation - Rebar No. 9 to No. 18.....	\$135.00/each
ASTM A370 Mechanical Splice Tension Test.....	\$145.00/each
ASTM A370 Control Bar	\$95.00/each
CT 52-1-08C Slip Test.....	\$225.00/each

Steel and Fireproofing Tests

Description	Rate/Cost
ASTM A370 Tension Test - Structural Steel.....	\$85.00/each
ASTM A370 Bend Test - Structural Steel.....	\$75.00/each
ASTM E605 Spray Applied Fireproofing Density	\$75.00/each

General Charges

- 1) SALEM invoices will be submitted on a monthly basis and will be billed on a time-and-materials basis in accordance with the above rates and fees.
- 2) SALEM requires a minimum forty-eight (48) hour prior notification for scheduling inspectors and/or technicians.
- 3) Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:
 - a. There will be a minimum two (2) hour charge, with (2) hour increments billed thereafter, for any SALEM employee present on a job site, batch plant, fabrication shop, etc.
- 4) Rates are valid through December 31, 2019. Rates for personnel will increase by 3% per year on January 1st of each subsequent year thereafter.
- 5) Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- 6) Requests made by client for management attendance at meetings at the project site will be charged at standard rate.
- 7) Overtime Charges:
 - a. Normal working hours are from 7:00 AM to 6:00 PM.
 - b. Work performed in outside normal working hours, in excess of 8 hours per day and/or up to 8 hours on Saturdays will be billed at 1.5 times the unit rate.
 - c. Work performed on in excess of 12 hours per day, on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
 - d. A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.
- 8) Vehicle and Travel Charges:
 - a. Travel time will be billed portal-to-portal from the nearest SALEM office at the applicable unit rate while traveling to a jobsite, batch plant, fabrication shop, etc.
 - b. A vehicle/equipment fee of \$75 will be charged on a per day basis for each inspector.
- 9) Night Work: A \$5.00 per hour surcharge will be added to all personnel rates for work performed outside our normal working hours.

YAMABE & HORN ENGINEERING, INC.

CIVIL ENGINEERS – LAND SURVEYORS

2985 N Burl Avenue, Suite 101, Fresno, CA 93727

(559) 244-3123, FAX (559) 244-3120

2021 FEE SCHEDULE	
PRINCIPAL ENGINEER	\$ 195 per hour
EXPERT WITNESS	\$ 265 per hour
CIVIL ENGINEER V	\$ 170 per hour
CIVIL ENGINEER IV	\$ 165 per hour
CIVIL ENGINEER III	\$ 160 per hour
CIVIL ENGINEER II	\$ 140 per hour
CIVIL ENGINEER I	\$ 135 per hour
PROJECT MANAGER II	\$ 150 per hour
PROJECT MANAGER I	\$ 140 per hour
ASSISTANT ENGINEER III	\$ 125 per hour
ASSISTANT ENGINEER II	\$ 120 per hour
ASSISTANT ENGINEER I	\$ 110 per hour
LAND SURVEYOR II	\$ 155 per hour
LAND SURVEYOR I	\$ 135 per hour
ASSISTANT SURVEYOR II	\$ 125 per hour
ASSISTANT SURVEYOR I	\$ 115 per hour
GIS ANALYST	\$ 115 per hour
GIS TECHNICIAN	\$ 105 per hour
CONSTRUCTION MANAGER II	\$ 140 per hour
CONSTRUCTION MANAGER I	\$ 130 per hour
PROJECT SERVICES ADMINISTRATOR	\$ 85 per hour
INSPECTOR II PREVAILING WAGE	\$ 150 per hour
INSPECTOR I PREVAILING WAGE	\$ 140 per hour
CAD MANAGER	\$ 115 per hour
CAD DRAFTER II	\$ 105 per hour
CAD DRAFTER I	\$ 95 per hour
CLERICAL	\$ 75 per hour
2-PERSON SURVEY CREW	\$ 200 per hour
2-PERSON SURVEY CREW PREVAILING WAGE	\$ 250 per hour
1-PERSON SURVEY CREW	\$ 160 per hour
1-PERSON SURVEY CREW PREVAILING WAGE	\$ 160 per hour
TRAVEL	\$ 0.56 per mile
SUBCONSULTANTS	Cost plus 10%
PRINTING	Cost plus 10%

Effective February 2021

Notes:

- 1) Prevailing wage rates are shown for Fresno County.
- 2) Approved OT for Inspectors and Surveyors shall be billed at 1.5x (OT) or 2.0X (Holidays) as appropriate

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (the City) and MKN & Associates, Inc. (the Consultant)

Wellhead Treatment Improvements at Pump Stations 177 and 185

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

- (iii) \$2,000,000 aggregate for products and completed operations; and
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR*

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

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

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

4. **EMPLOYER'S LIABILITY:**

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

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers; or
- (ii) The Consultant shall provide a financial guarantee, satisfactory to the City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense

expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS' ENDORSEMENTS

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

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

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

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

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

five years after completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

VERIFICATION OF COVERAGE

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

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

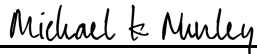
Wellhead Treatment Improvements at Pump Stations 177 and 185

		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: _____

N/A

Additional page(s) attached.

DocuSigned by:

 Signature
 4/6/2021

 Date
 Michael K Nunley

 (Name)
 Michael K. Nunley & Associates, Inc.

 (Company)
 PO Box 1604

 (Address)
 Arroyo Grande, CA 93421

 (City, State Zip)