

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

THIS AGREEMENT is made and entered into effective the 11<sup>th</sup> day of March, 2016, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and CDM Smith, Inc. , a Massachusetts Corporation (hereinafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain professional Groundwater Remedial Action services for Fresno Sanitary Landfill Groundwater Remediation Services, hereinafter referred to as the "Project;" and

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

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

WHEREAS, this Agreement will be administered for CITY by its Director of Public Utilities (hereinafter referred to as "Administrator") or his/her designee.

**AGREEMENT**

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

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through December 31, 2019 with the option of three (3) extensions of one-year each, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$781,120. Such fee includes all expenses incurred by CONSULTANT in performance of the services.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator 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 Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

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



9. Conflict of Interest and Non-Solicitation.

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

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

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

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

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. 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. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

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

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

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

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

11. General Terms.

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

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

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

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

era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

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

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

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

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

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

### 13. Independent Contractor.

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

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

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

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

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

16. Assignment.

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

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

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state,

regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

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

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

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

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

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

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

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


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

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

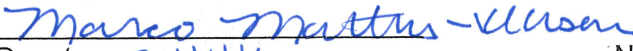
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations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

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


CITY OF FRESNO,  
a California municipal corporation

By:   
Thomas C. Esqueda,  
Director,  
Department of Public Utilities

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By:   
Deputy 311116

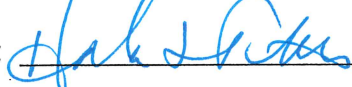
No signature of City Attorney required.  
Standard Document #ALL-S 3.0 has been  
used without modification, as certified by  
the undersigned.

By:   
Rosa Lau-Staggs  
Wastewater Manager


Addresses:

CITY:  
City of Fresno  
Attention: Rosa Lau-Staggs,  
Wastewater Manager  
5607 West Jensen Avenue  
Fresno, CA 93706  
Phone: (559) 621-5130  
FAX: (559) 498-1700

CDM Smith, Inc.,  
A Massachusetts Corporation

By:   
Name: HALA Z. TITUS  
Title: VICE PRESIDENT

(if corporation or LLC, Board  
Chair, Pres. or Vice Pres.)

By:   
Name: SERVANDO MOLINA  
Title: ASSOCIATE  
(if corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

Any Applicable Professional License:  
Number: CS3521 (CALIF PE)  
Name: JOHN P. NYZNYK  
Date of Issuance: 6-30-1995

CONSULTANT:  
CDM Smith, Inc.  
Attention: John (Yash) Nyznyk,  
Associate  
100 Pringle Avenue, Suite 300  
Walnut Creek, CA 94596  
Phone: (925) 296-8065  
FAX: (925) 933-4174

Attachments:

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



## Exhibit A

### SCOPE OF SERVICES

#### Consultant Services Agreement between City of Fresno (“City”) And CDM Smith Inc. (“Consultant”)

#### Fresno Sanitary Landfill Groundwater Remediation Services PROJECT TITLE

#### Scope of Work and Budget (2016 through 2019) Fresno Sanitary Landfill

### Introduction

Provided below are descriptions of work tasks to be performed by CDM Smith Inc. (Consultant) on behalf of the City of Fresno (City) as part of the ongoing operations of the groundwater remediation system [Operable Unit No. 2 (OU-2)] at the Fresno Sanitary Landfill Superfund Site (“FSL” or “Site”). Work tasks also include several Operable Unit No. 1 (OU-1) activities. This work is being performed as an element of the formal closure of the FSL Superfund Site under the oversight of the U.S. Environmental Protection Agency (USEPA).

This scope of work presented below describes work to be performed during the four-year period – 2016 through 2019. Work on the project is defined in terms of the five project tasks listed below:

Task 1 – Groundwater Monitoring Program

Task 2 – Groundwater Remedial Action Operations Assistance

Task 3 – Superfund Site Delisting Pathway – Planning and Implementation

Task 4 – Phase 3 Groundwater Remedial Action Performance Evaluation

Task 5 – Project Management/Project Meetings

Table A-1 consists of a summary of the estimated costs for this scope of work. The total cost for this work is \$781,120 over the four-year period of performance.

### Task 1 – Groundwater Monitoring Program

#### **Objectives**

- Monitor and evaluate the landfill groundwater remediation progress
- Implement the annual performance monitoring program as part of the Groundwater Remedial Action Program at the FSL
- Document the performance monitoring activities and laboratory analytical results in an annual report and a semi-annual data transmittal to the U.S. Environmental Protection Agency (USEPA).

The Groundwater Monitoring Program at the FSL has been ongoing for a number of years. City personnel have assumed primary responsibility for performing the quarterly field sampling activities, including making arrangements with the analytical laboratory (e.g., analyses to be performed, sampling containers, delivery of sampling containers to the Site) and sample collection from the groundwater monitoring wells and the groundwater treatment plant (GTP) influent and effluent sampling ports. Consultant will coordinate with the City in the ongoing implementation of this program. The activities described below are to be performed on an annual basis during the period 2016 through 2019.

### **Activities**

Quarterly sampling events are scheduled to be performed during January, April, July, and October. As part of this task, Consultant will be responsible for the following activities:

- Coordinate with City field personnel during field sampling events to be performed in January, April, July, and October. This includes making City staff aware of modifications to the performance monitoring program activities. The recommended modifications to the sampling program (e.g., increasing/decreasing frequency of sampling for individual monitoring wells) are proposed as part of the annual performance monitoring report.
- Maintain the environmental database, including upload of analytical data upon receipt from the analytical laboratory following each quarterly sampling round. Database management will include performing queries on the data and preparing data summary tables that will be included in the interim data transfer report and the annual performance monitoring program report.
- For the years 2018 and 2019, conduct annual evaluations of monitoring data in accordance with OSWER Directive 9200.1-144 for individual wells and include results in the annual performance monitoring report. These annual evaluations will begin during 2018 (the first full year of operation of the Phase 3 extraction wells) and will include groundwater modeling. The existing groundwater model has historically been used for a number of purposes. Examples include defining the well assessment and well prohibition zones as documented in the *Institutional Controls Technical Memorandum* (CDM Smith, 2003) and evaluation of the performance of the remediation system following operation of each of the groundwater remediation phases. Beginning in Year 3 (2018), the groundwater model will be used as a tool for the ongoing assessment of remediation system performance. Demonstrating effective performance will be key consideration for deleting the FSL from the National Priorities List. Predictive groundwater modeling runs will include flow field analysis (velocity vectors and particle tracking).

*[Note that groundwater model calibration will be performed as part of the groundwater modeling efforts during the groundwater extraction well performance evaluations under Task 4]*

### **Assumptions**

- Analysis of organic constituents is currently being performed by BSK Associates Engineers & Laboratories (BSK) in Fresno, CA under direct bill contract with the City. The analytical laboratory may be changed at the discretion of the City.

- Analysis of inorganic constituents is currently being performed by the City of Fresno Wastewater Management Division Analytical Laboratory (WMD) in Fresno, CA, under direct bill arrangement with the City.

### ***Deliverables***

1. Interim Data Transmittal – The Interim Data Transmittal will consist of data summary tables and figures for the July and October groundwater monitoring events. The Interim Data Transmittal will be submitted directly to USEPA via e-mail in January during the contract period of performance.
2. Annual Performance Monitoring Program Report (Annual Report) – The Annual Performance Monitoring Report will cover the July and October and the January and April groundwater monitoring events. A draft document will be submitted for review by City staff. Consultant will incorporate revisions from City staff and prepare final report for submittal to the USEPA. The Annual Report, to be submitted to USEPA in July, will include the following elements:
  - Compilation of quarterly monitoring data (field and analytical laboratory data) and GTP operational data.
  - Preparation of data summary tables and graphics. Data summary tables shall include groundwater extraction well operational data, groundwater treatment unit performance monitoring data, volatile organic compound (VOC) mass removal, groundwater level measurements, head differential measurements (well clusters), VOC analytical data, inorganic constituent data, and quality control data. Graphics shall include groundwater level contours for 2 of the quarterly monitoring events and VOC concentration trend plots.
  - Based on the Long Term Monitoring Optimization Plan (Plan) (CDM Smith, 2007), Consultant will perform an evaluation of the groundwater monitoring wells included in the monitoring program and will make recommendations in accordance with the criteria defined in the Plan. This evaluation will be completed following the April performance groundwater monitoring event. The results of this evaluation will be documented in the Annual Report.
  - Groundwater Modeling – Beginning in 2019, predictive groundwater modeling will be performed using the existing groundwater model. The results of this modeling will be documented in the Annual Report.

## **Task 2 – Remedial Action System Operations Assistance**

### ***Objectives***

- Support the high-quality performance of the landfill environmental control systems.
- Provide assistance to City staff in the ongoing operations and maintenance of the groundwater remediation system and the landfill control systems (including landfill gas control, landfill cover, and stormwater management systems) at the FSL.

### ***Activities***

Under this task, Consultant will provide assistance to the City in ongoing operations and maintenance of the groundwater treatment system and the landfill control systems. This task will consist of on-site and office activities necessary to maintain effective operation of the

groundwater collection and treatment system, the landfill gas control system, and the function of the final landfill cover/stormwater management systems. This task includes the following activities:

- Oversight of Well Decommissioning Activities (*One-time Activity*) – The City is in the process of scheduling decommissioning of several shallow groundwater monitoring wells at the FSL. This work is expected to be performed during first quarter of 2016. Consultant staff will work with City staff in oversight of the drilling contractor (under direct contract with the City) during the decommissioning activities. At conclusion of the work, Consultant will prepare a technical memorandum for submittal to USEPA to document the well decommissioning activities. As part of the field activities task, Consultant staff will be on-site for up to 4 days. Travel and per diem expenses are reflected in the task budget.
- Annual Evaluation of Extraction Well Performance (*Annual Activity*) – Consultant will perform an evaluation of the performance of each well on an annual basis. Performance factors to be considered during the performance evaluation will include specific capacity (pumping rate per foot of drawdown) and changes in pumping rate over time, with comparison to historical data.
- Operable Unit 1 Annual Report (*Annual Activity*) – Consultant will prepare a report, which is intended to document operations and maintenance activities associated with the landfill (LFG) control elements, including the landfill cover, stormwater management, and landfill gas control systems. The OU-1 Annual Report, to be submitted to USEPA in March, will address operations during the prior year. The OU-1 Annual Report will consist of the following elements:
  - Summary of LFG flare operating data. This summary would include a listing of the LFG flare downtimes, resulting in operation of the GTP in LFG flare bypass mode.
  - Compilation of perimeter landfill gas monitoring probe data.
  - Assessment of the condition of the landfill cover system and the stormwater management system. The assessment would rely on information generated during inspections of the landfill cover and stormwater management system performed by City staff. Of particular importance is the inspection scheduled early fall, prior to onset of rainy weather.
  - Overview of maintenance activities performed on the landfill control systems and description of repairs or equipment replacements.
- New Well Evaluations (*Annual Activity*) – Consultant will perform groundwater modeling evaluations of proposed new water supply wells (agricultural and residential) in the vicinity of the FSL. The purpose of the new well evaluations is to assess the potential for impact to the existing groundwater remediation system at the FSL. Under the current arrangement, the County of Fresno, Department of Public Health, Environmental Health Division (Fresno County) notifies the City when a permit application for a new or replacement water supply well is submitted in a location within the well assessment zone. Based on the groundwater modeling results, Consultant will either recommend that the well not be installed or recommend recommendations for construction of the proposed well (e.g., depth of well,

depth of annular seal, and length of screen zone). It is assumed that CDM Smith will perform two evaluations per year for the duration of the period of performance.

- **As-Needed Services (*Annual Activities*)** – The cost includes funds for tasks that cannot specifically be identified at this time. The City will request that Consultant perform these tasks prior to initiating work. Activities under this task will be performed on an as-needed basis. These currently undefined tasks may include, but are not limited to, the following:
  - GTP Operations Assistance – Consultant staff will be available to address questions raised by City staff in optimizing operations of the groundwater collection and treatment system (including extraction pump operations, GTP operations, and monitoring of instrumentation and controls). Consultant staff will also be available to respond to requests for assistance from the City to address GTP operational problems or to respond to questions regarding technical or regulatory issues.
  - Develop an estimate of future costs associated with GTP operations under various operational scenarios.
  - Develop capital cost expenditure projections for the FSL as part of rate studies prepared by City staff.
  - Collect supplemental samples from the groundwater monitoring wells or the GTP.
  - Respond to requests for information from the USEPA, or other regulatory agencies involved in oversight at the FSL.

#### ***Assumptions***

- For preparation of the OU-1 Annual Report, City staff will provide operations data for the LFG flare system. Consultant staff will compile these data and make necessary assumptions and calculations for filling data gaps.
- Consultant will initiate efforts on as-needed tasks upon request from the City.
- The cost associated with the individual subtasks may include expenses for travel to the Site.
- No deliverables are expected to be prepared for the Operations Assistance subtask or the As-Needed Services subtask.

#### ***Deliverables***

1. Well Decommissioning Technical Memorandum – This technical memorandum will document the well decommissioning activities to be performed during 2016. The technical memorandum will include well construction information and a description of the well decommissioning activities. Well Completion Reports will be prepared for each decommissioned well for submittal to the Department of Water Resources and will be included as an appendix in the technical memorandum. A draft technical memorandum will be submitted to the City for review. The technical memorandum will be revised based on review comments from the City and finalized for submittal to USEPA. The technical memorandum will be prepared approximately 6 weeks following completion of the well decommissioning operations.
2. Annual Extraction Well Performance Evaluation Technical Memorandum (*Annual Deliverable*) – The technical memorandum, which will document the performance evaluation

on each of the groundwater extraction wells, will be submitted to the City. This technical memorandum is not intended as a formal submittal to USEPA.

3. OU-1 Annual Report (*Annual Deliverable*). A draft report will be submitted to the City for review. The report will be revised based on review comments from the City and finalized for submittal to USEPA.
4. New Well Evaluations (*Annual Deliverables*) – At the conclusion of each new well evaluation that is performed, a letter to the City will be prepared for submittal to the City which documents groundwater modeling results and provides well construction recommendations.

### **Task 3 – Superfund Site Delisting Pathway – Planning and Implementation**

#### ***Objective***

- Define and implement the process for achieving removal of the FSL Site from the National Priorities List (NPL).
- Achieve site delisting by 2023 or earlier.

#### ***Activities***

The process is described below in terms of deliverables and meetings with USEPA during the period of performance. The timing for each step of the process is estimated. Based on input from USEPA, the process will be refined as progress is made in moving toward NPL Site delisting.

#### **Subtask 3.1 – Year 2 Activities (2017)**

The initial efforts on Task 3 are estimated to take place late in 2017, following implementation of the Phase 3 Groundwater Remedial Action and 6 to 9 months of operation.

- Develop Annotated Outline/Decision Tree. This document will serve to guide initial discussions with USEPA regarding delisting of the FSL site from the NPL. This document will propose minimum criteria related to trends in groundwater quality and plume characteristics that will influence the decision to initiate the delisting process. A strategy for deletion of the site, or portions of the site will be developed in conjunction with the City. Currently, the ROD at the site required restoration of groundwater to MCLs. Successful deletion of the site, or portions of the site will likely require a ROD amendment to change the remedy from restoration to a combination of containment of the source and monitored natural attenuation in downgradient areas. Because the landfill source cannot be removed, ongoing releases may continue for an extended period. Therefore, a partial deletion strategy may be appropriate, where downgradient areas are deleted, once approval of a ROD amendment is obtained. If EPA and the State approve modification to a containment of source and monitored natural attenuation (MNA), a full deletion of the site is feasible, once the amended ROD remedy is in place and in operations, maintenance and monitoring status.
- USEPA Meeting – A meeting with USEPA will be proposed following submittal of the Annotated Outline/Decision Tree. The purpose of the meeting will be to obtain input from



USEPA regarding deletion or partial deletion of the FSL site from the NPL. It is important to obtain input and, ultimately, concurrence from USEPA regarding the developing strategy for moving forward with Site delisting. The State will also need to be involved in this process, since any deletion or partial deletion will require their concurrence.

#### Subtask 3.2 – Year 3 Activities (2018)

- Develop Draft Work Plan for Deletion or Partial Deletion Process – The Draft Work Plan will expand on input provided by USEPA and further develop the steps in the process for Site deletion or partial deletion. The Draft Work Plan is expected to include the following items:
  - More detailed description of the criteria that make up the Decision Tree.
  - Based on the current language in the Record of Decision (ROD), it is expected that a ROD Amendment will be required as a step in the process, since the ROD currently specifies restoration of all groundwater to MCLs. The Draft Work Plan will describe the proposed elements to be included as part of a ROD Amendment.
  - Groundwater remedy performance criteria. It is expected that a revised remedy (as defined in a ROD Amendment) will utilize source containment and MNA as elements of the overall remedy. This subtask is intended to ensure that the appropriate data are being collected as part of the ongoing groundwater monitoring program to meet performance criteria typically associated with MNA remedies.
  - Preliminary schedule for achieving Site deletion.
- Schedule USEPA Meetings – It is anticipated that further development of the process will require up to two meetings with USEPA and the State and iterative discussions. The cost estimate assumes two meetings.
- Final Work Plan for Site Deletion or Partial Deletion Process – The Final Work Plan will be developed as a collaborative effort among the USEPA, the State, the City, and CDM Smith.

#### Subtask 3.3 – Year 4 Activities (2019)

- Meeting with USEPA to discuss the Technical Support Document. Input from USEPA will be important for initiating the development of the technical support document. The purpose of this document is to present the technical rationale for deleting the FSL from the NPL. Information to be presented will include groundwater contamination trends at specific monitoring locations, projected future contaminant plume movement, and other information associated with the status of the groundwater remediation at the FSL.
- Draft Technical Support Document for ROD Amendment – USEPA will be responsible for preparing the ROD Amendment. However, USEPA will look to Consultant to provide technical input. The technical input will be in the form of a Technical Support Document. Groundwater modeling performed as part of Task 1 will be used in the development of the Technical Support Document. The draft Technical Support Document will be a formal submittal to USEPA.
- Final Technical Support Document for ROD Amendment – Following USEPA review and input regarding the Draft Technical Support Document, Consultant will revise the document and finalize for submittal to USEPA.

### **Assumptions**

- The Task 3 activities will involve early collaboration with USEPA.
- The initial activities will involve efforts to define the steps required for achieving Site delisting from the NPL.

### **Deliverables**

For each deliverable listed below, Consultant will provide an internal draft version of the document to City staff for review and input. Consultant will revise the document based on review comments from the City and finalize for submittal to USEPA.

1. Annotated Outline/Decision Tree – to be prepared during Year 2 (2017).
2. Draft Work Plan for Delisting Process – to be prepared during Year 3 (2018).
3. Final Work Plan for Delisting Process – to be prepared during Year 3 (2018).
4. Draft Technical Support Document for ROD Amendment – to be prepared during Year 4 (2019).
5. Final Technical Support Document for ROD Amendment – to be prepared during Year 4 (2019).

## **Task 4 – Phase 3 Groundwater Remedial Action Performance Evaluation**

### **Objective**

- Evaluate the performance of the groundwater extraction wells installed as part of the Phase 3 Groundwater Remedial Action.
- Evaluate the performance of the OU-2 groundwater remediation system in achieving remedial action objectives specified in the ROD.

### **Activities**

Task 4 activities will consist of a detailed evaluation of the performance of the two new groundwater extraction wells planned as part of the Phase 3 Groundwater Remedial Action. The existing groundwater model will be used as a tool to evaluate extraction well performance. This task is expected to be completed during 2018, following at least one year of operation of the Phase 3 groundwater extraction wells

- Extraction System Performance Evaluations – The purpose of the performance evaluations is to assess the effectiveness of the Phase 3 Groundwater Remedial Action. The Phase 3 evaluations will be performed following a minimum of a one-year of operation of the extraction wells installed as part of the Phase 3 Groundwater Remedial Action. Based on analysis performed as part of the evaluation of the Phase 3 operations, recommendations may be made to refine the Phase 3 extraction and treatment system or to proceed to the next phase of groundwater remedial action. This report organization will be similar to the *Final Phase 2 Enhancements Groundwater Remedial Action Evaluation Report*, dated December 2015. The performance assessment will be based on *A Systematic Approach for*

*Evaluation of Capture Zones at Pump and Treat Systems* developed by USEPA (USEPA, 2008). Elements to be included in the report will include:

- GTP Performance
  - Extraction System Effectiveness
  - Performance Monitoring Data Analysis
  - Capture Zone Analysis Modeling
  - Uncertainty Evaluation
- Groundwater Modeling – As part of this performance evaluation task, supplemental groundwater modeling will be performed. The groundwater modeling analyses will be undertaken to evaluate the degree of hydraulic control along the western perimeter of the FSL in each of the aquifer zones and to assess the influence of the other hydraulic influences in the vicinity of the FSL. The groundwater model will also be used to estimate the capture zone of the operating extraction wells. The groundwater model will be re-calibrated at the beginning of this effort. Critical data input for the modeling re-calibration will be the aquifer pump test data for each of the Phase 3 groundwater extraction wells.

#### ***Assumptions***

- Performance evaluations will include a comparison of conditions prior to initiating pumping of the new extraction wells and after a minimum of one-year of operation of the Phase 3 extraction wells.
- Design of the Phase 3 system and oversight during the construction of the Phase 3 system will be under a separate contract with the City.

#### ***Deliverable***

1. Phase 3 Evaluation Report – This report will document the extraction well performance evaluations. A draft document will be submitted for review by City staff. Consultant will incorporate revisions from City staff and prepare final report for submittal to the USEPA.

## **Task 5 –Project Management/Project Meetings**

#### ***Objective***

- Meet project scope, schedule, and budget requirements.
- Maintain effective communication with the City, USEPA, and other regulatory agency staff on key project issues.

#### ***Activities***

The activities described below are to be performed on an annual basis during the period 2016 through 2019.

- Perform routine project management activities, which will include staff oversight, budget management, invoicing and coordination with the City on budget and scope of work development.
- Prepare schedule updates, as needed.

- Participate in project meetings and project conference calls, including preparing meeting agendas and other handouts.

### ***Assumptions***

- On a quarterly basis, Consultant will prepare the draft Quarterly Reports for review by the City. The City will finalize the Quarterly Report with transmittal to USEPA.
- Cost estimate reflects participation in one project status meetings to be held each year (2016 through 2019). The budget assumes that Consultant staff from outside the Walnut Creek office will participate in the project status meeting, and includes travel and per diem expenses.

### ***Deliverables***

1. Project Quarterly Reports prepared during January, April, July, and October during the contract period of performance.
2. Monthly invoices to the City documenting Consultant work performed.
3. Agenda and handouts for periodic project meetings or teleconferences, as needed.

## **Schedule**

The scope of work and budget presented above reflects project duration from January 2016 through December 2019. The schedule for project deliverables is provided below:

### ***Annual Deliverables***

1. Quarterly Reports – **January, April, July, and October** during each year of the contract period of performance.
2. Interim Data Transmittal – **January 31** during each year of the contract period of performance.
3. Spring Annual Performance Monitoring Program Report – **July 31** during each year of the contract period of performance.
4. Technical Memorandum to document the annual well performance evaluation – **March** during each year of the contract period of performance.
5. OU-1 Annual Report – **March** during each year of the contract period of performance.

### ***One-time Deliverables***

1. Technical Memorandum to document Well Decommissioning activities – **2016**.
2. Annotated Outline/Decision Tree – **2017**.
3. Phase 3 Groundwater Remedial Action Evaluation Report – **2018**.
4. Draft Work Plan for Delisting Process – **2018**.

5. Final Work Plan for Delisting Process – **2018**.
6. Draft Technical Support Document for ROD Amendment – **2019**.
7. Final Technical Support Document for ROD Amendment – **2019**.

## **Budget**

The cost for the work described above is \$781,120. A cost breakdown is provided on Table 1, Budget for 2016 through 2019, Groundwater Remediation Services, Fresno Sanitary Landfill (OU-1 and OU-2). This cost estimate constitutes the budget for Year 1 through Year 4 (2016 through 2019) of the agreement between the City and Consultant.

**Table 1  
Budget for 2016 through 2019  
Groundwater Remediation Services  
Fresno Sanitary Landfill (OU-1 and OU-2)**

Task Description	Year 1 (2016)				Year 2 (2017)				Year 3 (2018)				Year 4 (2019)			
	Labor \$	ODCs \$	OPs \$	Total \$	Labor \$	ODCs \$	OPs \$	Total \$	Labor \$	ODCs \$	OPs \$	Total \$	Labor \$	ODCs \$	OPs \$	Total \$
<b>Task 1 Performance Monitoring Program</b>	<b>\$26,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,200</b>	<b>\$26,850</b>	<b>\$0</b>	<b>\$0</b>	<b>\$62,100</b>	<b>\$27,670</b>	<b>\$0</b>	<b>\$0</b>	<b>\$63,970</b>	<b>\$28,440</b>	<b>\$0</b>	<b>\$0</b>	<b>\$87,880</b>
Quarter 1 (January)	\$5,000	\$0	\$0	\$5,000	\$5,150	\$0	\$0	\$5,150	\$5,300	\$0	\$0	\$5,300	\$5,460	\$0	\$0	\$5,460
Quarter 2 (April)	\$5,000	\$0	\$0	\$5,000	\$5,200	\$0	\$0	\$5,200	\$5,400	\$0	\$0	\$5,400	\$5,500	\$0	\$0	\$5,500
Quarter 3 (July)	\$5,000	\$0	\$0	\$5,000	\$5,150	\$0	\$0	\$5,150	\$5,300	\$0	\$0	\$5,300	\$5,460	\$0	\$0	\$5,460
Quarter 4 (October)	\$5,000	\$0	\$0	\$5,000	\$5,150	\$0	\$0	\$5,150	\$5,300	\$0	\$0	\$5,300	\$5,460	\$0	\$0	\$5,460
Environmental Database Management	\$6,000	\$0	\$0	\$6,000	\$6,200	\$0	\$0	\$6,200	\$6,370	\$0	\$0	\$6,370	\$6,560	\$0	\$0	\$6,560
<b>Reporting</b>																
OU-2 Annual Report (submittal date: July)	\$24,000	\$200	\$0	\$24,200	\$24,750	\$200	\$0	\$24,950	\$25,500	\$200	\$0	\$25,700	\$26,300	\$200	\$0	\$26,500
OU-2 Groundwater Modeling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,000	\$0	\$0	\$22,000
OU-2 Regulatory Data Transfer (submittal date: January)	\$10,000	\$0	\$0	\$10,000	\$10,300	\$0	\$0	\$10,300	\$10,600	\$0	\$0	\$10,600	\$10,940	\$0	\$0	\$10,940
<b>Task 2 Groundwater Remedial Action Operations Assistance</b>	<b>\$50,500</b>	<b>\$1,700</b>	<b>\$0</b>	<b>\$52,200</b>	<b>\$37,600</b>	<b>\$700</b>	<b>\$0</b>	<b>\$38,300</b>	<b>\$38,800</b>	<b>\$700</b>	<b>\$0</b>	<b>\$39,500</b>	<b>\$40,070</b>	<b>\$700</b>	<b>\$0</b>	<b>\$40,770</b>
Oversight of Well Decommissioning Activities	\$6,000	\$800	\$0	\$6,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Well Decommissioning Technical Memorandum	\$8,000	\$200	\$0	\$8,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Evaluation of Extraction Well Performance	\$6,500	\$0	\$0	\$6,500	\$6,700	\$0	\$0	\$6,700	\$7,000	\$0	\$0	\$7,000	\$7,200	\$0	\$0	\$7,200
OU-1 Annual Report (submittal date: February)	\$10,000	\$300	\$0	\$10,300	\$10,300	\$300	\$0	\$10,600	\$10,600	\$300	\$0	\$10,900	\$11,000	\$300	\$0	\$11,300
New Water Supply Wells Evaluations (from Fresno County)	\$5,000	\$0	\$0	\$5,000	\$5,150	\$0	\$0	\$5,150	\$5,300	\$0	\$0	\$5,300	\$5,470	\$0	\$0	\$5,470
As-Needed Activities	\$15,000	\$400	\$0	\$15,400	\$15,450	\$400	\$0	\$15,850	\$15,900	\$400	\$0	\$16,300	\$16,400	\$400	\$0	\$16,800
<b>Task 3 Superfund Site Delisting Pathway -- Planning &amp; Implementation</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$21,000</b>	<b>\$1,020</b>	<b>\$0</b>	<b>\$22,020</b>	<b>\$41,000</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$42,000</b>	<b>\$49,000</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$50,000</b>
Annotated Outline/Decision Tree -- 2017	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
USEPA Meeting -- 2017	\$0	\$0	\$0	\$0	\$6,000	\$1,020	\$0	\$7,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Draft Work Plan -- 2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,000	\$0	\$0	\$19,000	\$0	\$0	\$0	\$0
Final Work Plan -- 2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,000	\$0	\$0	\$16,000	\$0	\$0	\$0	\$0
USEPA Meetings (2) -- 2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	\$1,000	\$0	\$7,000	\$0	\$0	\$0	\$0
Draft Technical Support Document -- 2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Final Technical Support Document -- 2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$20,000
USEPA Meeting -- 2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$1,000	\$0	\$5,000
<b>Task 4 Phase 3 Groundwater Remedial Action Performance Evaluation</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$300</b>	<b>\$0</b>	<b>\$75,300</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Phase 3 Groundwater Remedial Action Evaluation Report -- 2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$300	\$0	\$40,300	\$0	\$0	\$0	\$0
Phase 3 Performance Evaluation -- Groundwater Modeling -- 2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	\$35,000	\$0	\$0	\$0	\$0
Respond to USEPA comments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$0	\$0	\$2,000	\$0	\$0	\$0	\$0
<b>Task 5 Project Management/Project Meetings</b>	<b>\$34,000</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$35,000</b>	<b>\$35,050</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$36,050</b>	<b>\$36,130</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$37,630</b>	<b>\$37,200</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$38,200</b>
Project Management -- January through December	\$29,000	\$500	\$0	\$29,500	\$29,900	\$500	\$0	\$30,400	\$30,800	\$500	\$0	\$31,300	\$31,700	\$500	\$0	\$32,200
Project Meetings -- January through December	\$5,000	\$500	\$0	\$5,500	\$5,150	\$500	\$0	\$5,650	\$5,330	\$1,000	\$0	\$6,330	\$5,500	\$500	\$0	\$6,000
<b>TOTALS</b>	<b>\$110,500</b>	<b>\$2,700</b>	<b>\$0</b>	<b>\$147,400</b>	<b>\$120,500</b>	<b>\$2,720</b>	<b>\$0</b>	<b>\$158,470</b>	<b>\$218,600</b>	<b>\$3,500</b>	<b>\$0</b>	<b>\$258,400</b>	<b>\$154,710</b>	<b>\$2,700</b>	<b>\$0</b>	<b>\$216,850</b>

- Notes:**
1. CDM Smith will complete the tasks listed in the table on a time and materials basis, not to exceed a total of \$781,120.
  2. Labor costs will be billed at actual salary rates times a 3.05 multiplier.
  3. 'Other Direct Costs' and 'Outside Professional' charges will be billed with a 5% mark-up.

**Groundwater Remediation Services  
Budget Summary**

Year 1 Budget \$147,400  
Year 2 Budget \$158,470  
Year 3 Budget \$258,400  
Year 4 Budget \$216,850

**Total Contract Amount \$781,120**



## Exhibit B

**INSURANCE REQUIREMENTS**  
**Consultant Service Agreement between City of Fresno ("CITY")**  
**and [Consultant Name] ("CONSULTANT")**  
Fresno Sanitary Landfill Groundwater Remediation Services  
PROJECT TITLE

### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

### **MINIMUM LIMITS OF INSURANCE**

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

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

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

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

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

4. **EMPLOYER'S LIABILITY:**

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

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

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

**UMBRELLA OR EXCESS INSURANCE**

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

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

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

**OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

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

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

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

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

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

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar

days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

#### **VERIFICATION OF COVERAGE**

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

**Exhibit C**

**DISCLOSURE OF CONFLICT OF INTEREST**

Fresno Sanitary Landfill Groundwater Remediation Services  
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

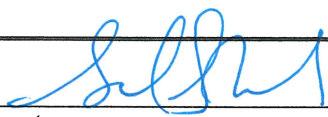
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Additional page(s) attached.

  
Signature

JANUARY 22, 2016  
Date

SERVANDO MOLINA  
(name)

CDM SMITH  
(company)

100 PRINGLE AVE., SUITE 300  
(address)

WALNUT CREEK, CA 94596  
(city state zip)