

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

THIS AGREEMENT (Agreement) is made and entered into effective _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and WATER SYSTEMS CONSULTING, INC., A California corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional engineering services for Water Reuse Master Plan (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a engineering firm 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 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. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 31, 2028, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion.

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 Seven Hundred Sixty Seven Thousand Eight Hundred Eighty Dollars (\$767,880), 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 Seventy Thousand Dollars (\$70,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of City business. 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) 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.

4. Termination, Remedies, and Force Majeure.

(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 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 Director's request, 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 Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

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

(a) Any reports, information, or other data prepared or assembled by 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, 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, litigation expenses and cost to enforce this agreement) 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, 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, 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 insurance is in compliance with the requirements. 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.

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) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

(d) 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 the 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 (a) 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.

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 the 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 parties' 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, 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.

29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page.]

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

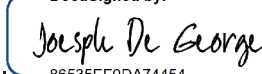
CITY OF FRESNO,
a California municipal corporation

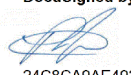
By: _____
Brock Buche, PE, PLS, Director
Department of Public Utilities

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Clerk Attesting
Deputy

No signature of City Attorney required.
Standard Document **#DPU-S Eng. CSA, Short Form T&M - Contingency (10-2023)** has been used without modification, as certified by the undersigned.

By:  _____ 12/18/2023
86535EF0DA74454...
Joseph De George, MS, MBA
Project Manager
Department of Public Utilities

 _____ Y: _____ 12/18/2023
24C8CA9AE4924AE...
Paul Amico, PE, Assistant Director
Department of Public Utilities

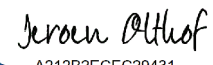
Addresses:
CITY:
City of Fresno
Attention: Joseph De George,
Project Manager
1626 E Street
Fresno, CA 93706
Phone: (559) 621-1619
E-mail: joseph.degeorge@fresno.gov

WATER SYSTEMS CONSULTING,
INC.,
a California Corporation

By:  _____ 12/18/2023
DocuSigned by:
7C3A5A5FB8DC445...

Name: Robert A Morrow

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

By:  _____ 12/18/2023
DocuSigned by:
A212B2ECEC29431...

Name: Jeroen Olthof

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

Any Applicable Professional License:
Number: 58597
Name: CIVIL
Date of Issuance: 7/31/98

CONSULTANT:
Water Systems Consulting, Inc.
Attention: Rob Morrow, PE
805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401
Phone: (805) 457-8833 x128
E-mail: rmorrow@wsc-inc.com

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 Service Agreement between City of Fresno (City) and Water Systems Consulting, Inc. (Consultant) Water Reuse Master Plan

TASK 1 – Project Management and Meetings.

Task 1.1 - Project Management

- Provide monthly progress updates to the City Project Manager
- Document City comments and decisions throughout the Project
- Project duration is estimated to be 12 months

Task 1.2 - Project Meetings

- Hold a kick-off meeting with City staff
- Conduct workshops and hold meetings with City staff as needed throughout the project to support other tasks
 - Assume 12 monthly meetings with City's project team
 - Conduct up to three (3), 2-hour workshops with City staff and/or City Manager
 - Provide meeting materials for City Council presentation

Deliverables

- Detailed monthly billing by task
- Monthly project schedule updates
- Kick-off meeting agenda and meeting minutes
- Presentations for City Council for Master Plan adoption

TASK 2 – DATA COLLECTION AND REVIEW

- Review the 2010 Recycled Water Master Plan and the 2019 Citywide Recycled Water Demand and SW Recycled Water System Analysis
 - Review City planning documents, including the 2020 Urban Water Management Plan and the Fresno General Plan, adopted in 2014.
 - Review documentation and current operational data related to the Tertiary Treated Disinfection Facility (TTDF), North Fresno Wastewater Reclamation Facility (NFWRF), and SW recycled water distribution network
 - Review the Waste Discharge Requirements for the TTDF and NFWRF
 - Review interagency and recent recycled water user agreements
 - Gather capital and operations and maintenance (O&M) costs for the recently constructed recycled water facilities and pipelines

TASK 3– REGULATORY FRAMEWORK AND WATER QUALITY CHARACTERIZATION

Task 3.1 - Recycled Water Regulations

- Detail current and potential future recycled water regulations that may impact the operation of the City's recycled water system

- Interview City staff on issues experienced with the City's existing system

Task 3.2 - Recycled Water Quality

- Characterize the recycled water quality from the RWRF and NFWRF, particularly in the context of applicable regulations and end uses
 - Use data collected from each facility for the Metro Plan Update

Task 4 – DEMAND/MARKET ASSESSMENT

Task 4.1 - Customer Identification

- Description of market assessment procedures
- Review 2019-2022 demand data, similar to 2019 Demand Analysis
- Work with City to efficiently identify non-irrigation customers (e.g. hospitals / cooling towers, car washes, industrial processes, etc.) within the data set
- Review aerial imagery of agricultural use in the vicinity of the City and RWRF. Collect agricultural user owner / operator information from the City and GSA.
- Review existing Southwest Recycled Water Distribution System customer demands
- Identify potential recycled water end users, both along the current Southwest Recycled Water Distribution System alignment and region wide
- Potential end users may include
 - (1) City-owned facilities, including parks and fountains,
 - (2) government entities, such as Caltrans and Fresno County,
 - (3) school districts,
 - (4) commercial and industry, and
 - (5) agricultural users.
- Estimate potential demand for each end user, including both average and peak water usage and time of day/year when demands would occur
 - Include potential customers that could use RWRF undisinfected secondary effluent, which are primarily feed and fodder agricultural operations in and around the RWRF

Task 4.2 - Customer Characterization

- Identify point of service for each existing and potential end user
- Identify the source and costs for the water currently utilized by each potential recycled water end user
- Estimate the capital costs for each potential recycled water end user to modify their system as necessary and connect to the City's recycled water system
 - Collect information from the City on costs for Southwest Recycled Water Distribution System conversions and use information from other recycled water projects across California for typical costs. Tailor estimates to each customer.
- Assume up to 20 virtual, one-hour customer meetings to better characterize their demands, respond to customer questions, and understand desired level of service. Anticipated participants are customers with estimated demands greater than 100 AFY, customers along alignments with demand greater than 25 AFY, and selected agricultural customers.

Task 4.3 - Other Uses

- Future aspirational projects, such as a recharge basin for indirect potable reuse, are to be included in the assessment

- For groundwater recharge, assume four (4) basins will be evaluated for potable well proximity and potential blend water supplies
 - The evaluation will be limited to readily available information, such as for private well location and screening information. No modeling is included.
 - Include a description of FID exchange
 - Direct potable reuse is excluded

TASK 5 – HYDRAULIC MODELING

Task 5.1 - Update Existing Model

- Develop design criteria for system pressures, pipelines, pump stations, storage reservoirs, and any other critical decision factor.
 - Incorporate feedback from the City and existing Southwest System customers
 - Review of the current hydraulic model for the recycled water system, included in the 2010 Recycled Water Master Plan and updated for the 2019 Demand and Southwest System Analysis report
 - Update and calibrate the hydraulic model as needed to reflect current and near future operation of all planned projects once constructed

Task 5.2 - Alternatives Scenarios

- Identify recycled water pipeline alignments to serve potential recycled water end users identified in Task 4
 - Alignments will be focused on those areas with a single or multiple end users using the largest quantity of recycled water and/or offsetting the largest amount of potable ground water
 - Run multiple scenarios of the potential recycled water pipeline alignments that capture the average-day-demand (ADD) and max-day-demand (MDD)
 - If necessary, propose potential recycled water system facilities, such as reservoirs and pump stations and treatment facility capacity expansions, necessary to meet the ADD and MDD in various pipeline alignments, and model accordingly

Task 5.3 - Updated Alternatives Scenarios

- In an iterative process with Task 6, propose new alignments and subsequently run the hydraulic model for those alignments that provide the most economic benefit to the City
 - The purpose of the iterative hydraulic modeling and cost-benefit analysis is to identify those pipeline alignments and facilities that provide the greatest economic benefit to the City and cost-effectively utilize the greatest amount of recycled water supplies

TASK 6 – COST/BENEFIT ANALYSIS

Task 6.1 - Cost Estimates

- Estimate the potential capital and O&M costs for those potential pipeline alignments and facilities identified in Task 5

Task 6.2 - Treatment Evaluation

- Evaluate treatment alternatives based on the peak and average recycled water

demands calculated in Task 4 for up to three alternatives. The evaluation will build off the analysis conducted in the Nitrate Assessment and Treatment Evaluation Study (NATES). A-Side basins are assumed to be converted for recycled water storage and proposed treatment will be constructed to replace lost capacity.

- The following alternatives will be evaluated:
 - Expand the tertiary treatment membrane bioreactor (MBR) facility to provide 100% of the recycled water supply, including expansion of the ultraviolet (UV) disinfection system.
 - Convert the B- and C-Side secondary treatment processes to biological nutrient reactor (BNR) basins and construct filters to achieve compliance with Title 22 requirements for unrestricted recycled water use.
 - Compare and select different disinfection technologies and assume that disinfection will be common to all non-MBR alternatives.
 - Upgrade the reclamation wells to provide higher levels of reliability and redundancy.
- Costs will be developed at a conceptual level for comparative purposes and will be escalated to a time mutually agreed upon by the City and Consultant.

Task 6.3 - Potential Benefits

- Estimate the potential maximum and likely water usage and revenue generated for each potential end user served by the proposed pipeline alignments
- List the intangible benefits to expanding the recycled water system that are difficult to capture in a traditional cost/benefit analysis, such as Sustainable Groundwater Management Act (SGMA) compliance

Task 6.4 - Cost / Benefit Analysis

- In an iterative process with Task 5, determine the net economic benefit to the City for various proposed pipeline alignments and facilities
 - Conduct lifecycle cost analysis for cost aspect
 - Incorporate monetized benefits, quantified benefits, and qualitative benefits
 - The analysis may take into consideration potential grant funding opportunities that improve the economic outlook of potential infrastructure investments
 - Include funding and financing options for customer conversions, such as loans with the City paid through temporary higher recycled water rates.

TASK 7 – CAPITAL IMPROVEMENT PLAN

- Based on the results from Tasks 5 and 6, develop a phased implementation plan for the identified recycled water pipelines and facilities
 - The phasing should consider the potential recycled water supplies delivered, potential revenue generated, time for connection for those potential water users to be served, and potential grant funding opportunities available for each segment and/or facility completed
- Identify specific projects, inclusive of project budgets at current costs, to improve performance of the recycled water system

TASK 8 – MASTER PLAN REPORT PREPARATION

Task 8.1 - Draft Final Report

- Prepare and provide draft final report documenting the various work products for City review and comment

Task 8.2 - Final Report

- Prepare and provide Final Master Plan incorporating City comments

Deliverables

- Draft Final Water Reuse Master Plan
- Final Water Reuse Master Plan

TASK 9 – ENVIRONMENTAL DOCUMENT

This task is based on preparing an addendum to the forthcoming Metropolitan Water Resources Management Plan (Metro Plan) Environmental Impact Report (EIR), which is being prepared by Rincon Consultants as a subconsultant to WSC. An Addendum is the appropriate document when minor technical changes or additions to a proposed project are necessary or none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR have occurred.

Rincon will track progress of the Metro Plan EIR and Water Reuse Master Plan to identify if new significant environmental impacts or substantially more severe environmental impacts require a different approach. In addition to projects that are evaluated at a project-level in the Metro Plan EIR, up to five projects from the Water Reuse Master Plan (WRMP) are assumed to be evaluated at a project-level in the Addendum. The remaining Water Reuse Master Plan projects will be evaluated programmatically.

Task 9.1 - Task Management and Meetings

Rincon will provide management Task 9. Planned meetings include a Task 9 kickoff meeting (one hour; virtual) and up to five additional coordination calls (30 minutes each). Task 9 duration is assumed to be eight months.

Prior to initiating preparation of technical studies and the Metro Plan EIR Addendum, we will attend up to two virtual consultation meetings, assumed to be one hour in length to confirm an Addendum is the appropriate level of CEQA documentation for the WRMP based on the projects proposed, anticipated environmental impacts of those projects, and the progress of the Metro Plan EIR. In addition, we will determine, in consultation with the City, which five projects to evaluate at a project-level and which projects to evaluate programmatically in the EIR Addendum.

Task 9.2 - Technical Studies

In support of the EIR Addendum, Rincon will prepare biological and cultural resources assessments for up to five select projects, as outlined in the following sections. As appropriate, Rincon will utilize background research conducted for the technical studies prepared in support of the Metro Plan EIR to streamline preparation of the technical studies for WRMP projects.

- **Biological Resources Assessment:** Rincon will prepare a biological resources assessment report to support project-level analysis (up to five projects) and programmatic analysis for the proposed WRMP. This biological resource assessment will meet applicable standards sufficient to support the preparation of an Addendum to the Metro Plan EIR. This task consists of completion of a literature review, a reconnaissance-level field survey, and an assessment of the potential for special-status biological resources to occur. The objectives of the resultant report are to support analysis of impacts in accordance with CEQA.

- **Cultural Resources Assessment:** For the five selected WRMP projects to be evaluated at a project-level, Rincon will conduct a California Historical Resources Information System records search of the project sites, as well as a 0.5-mile radius around the project sites, at the Southern San Joaquin Valley Information Center located at California State University, Bakersfield. Rincon will also contact the California Native American Heritage Commission for a review of their Sacred Lands File. Rincon will conduct an archaeological survey consisting of no more than 80 total acres, using transects spaced no more than 15 meters apart. Following completion of the survey and analysis of results, Rincon will prepare a cultural resources technical report discussing the results of the records search, Native American scoping, and field survey. The results of this technical report will be used to inform the Metro Plan EIR Addendum.

Task 9.3 - Addendum to Metro Plan EIR

Assuming the projects proposed in the WRMP are within the scope of the Metro Plan EIR (either evaluated programmatically or similar in nature/location as Metro Plan projects) and would not result in any new or substantially more severe significant environmental impacts, Rincon will prepare an Addendum to the Metro Water Plan EIR to cover the WRMP, as detailed in the following sections.

- The Addendum will include an Introduction, Project Description, analysis of relevant CEQA checklist issue areas, and results of the technical studies. Construction-phase air quality, greenhouse gas emissions, and noise impacts will be evaluated quantitatively. Because WRMP projects are not expected to include substantial new permanent air pollution or noise sources, operational air quality, greenhouse gas emissions, and noise impacts will be evaluated qualitatively. The level of detail of analysis for each environmental resource topic will depend on the degree to which the impacts of the proposed WRMP differ from those described in the Metro Plan EIR. The analysis will discuss the applicability of the mitigation measures identified in the Metro Plan EIR to the proposed WRMP.

- **Draft EIR Addendum:** The Addendum will compare the impacts of the proposed WRMP to those evaluated in the Metro Plan EIR and will address whether the proposed WRMP will result in any new significant impacts or substantially increase the severity of significant environmental impacts identified in the Metro Plan EIR. The Addendum is assumed to utilize a similar hybrid project-level/programmatic approach as the Metro Plan EIR, evaluating up to five select WRMP projects at a project-level and the remainder at a programmatic level. Rincon will prepare two versions of the Administrative Draft EIR Addendum:

- **First Administrative Draft EIR Addendum:** The City will review and comment on the Administrative Draft EIR Addendum, with comments provided in an electronic and editable, consolidated format, and with all internal conflicts resolved prior to providing

comments to Rincon.

- Second Administrative Draft EIR Addendum: Rincon will address comments on the First Administrative Draft EIR Addendum, incorporate any associated revisions, and produce the Second Administrative Draft EIR Addendum. The City will review the Second Administrative Draft EIR Addendum and provide comments in an electronic and editable, consolidated format, and with all internal conflicts resolved prior to providing comments to Rincon.

- A Draft EIR Addendum will not be circulated for public review because doing so is not required under CEQA.

- Final EIR Addendum: Rincon will incorporate comments received on the Second Administrative Draft EIR Addendum to produce the Final EIR Addendum. Rincon will also prepare an updated Mitigation Monitoring and Reporting Program (MMRP) that lists each mitigation measure from the Metro Plan EIR that is applicable to the proposed WRMP, the entity responsible for each measure, the timing and frequency of monitoring required for each measure, and criteria to determine compliance with each measure.

- One Rincon staff person will also attend one in-person public meeting (e.g., City Council), assumed to be up to three hours in length, for adoption of the EIR Addendum to respond to questions related to the environmental process.

- Notice of Determination (NOD): Rincon will prepare an NOD for the proposed project. The NOD will be signed by City staff upon approval of the project and will be filed with the Fresno County Clerk within five days of project approval. Rincon will file the NOD with the Fresno County Clerk via email and the State Clearinghouse via the CEQA Submit portal.

Deliverables

- First Administrative Draft EIR Addendum
- Second Administrative Draft EIR Addendum
- Final EIR Addendum

Assumptions

The following assumptions have been utilized in characterizing Task 9 and associated cost estimate:

- Up to five WRMP projects will be evaluated at a project-level, and these projects will be different than those projects evaluated at a project-level in the Metro Plan EIR.

- The WRMP project area to be surveyed and evaluated at a project-level will not exceed 80 acres.

- The proposed WRMP will not result in any new or substantially more severe environmental impacts as compared to those identified in the Metro Plan EIR such that an EIR Addendum will be the appropriate level of CEQA documentation.

- The only WRMP project related to wastewater treatment/conveyance facilities will be the expansion of the TTDF. Expanded treatment capacity of the TTDF, if included in the proposed WRMP, will not exceed 30 million gallons per day and will therefore be adequately covered by the 2014 IS-MND prepared for the TTDF such that this expansion will not be included in the Addendum to the Metro Water Plan EIR for the WRMP.

- The proposed WRMP will be subject to CEQA only; no National Environmental Policy Act documentation will be required.

- The biological resources reconnaissance survey will be completed by two biologists

over two 10- hour field days and include a half day to mobilize and demobilize.

- The study area for the biological resources reconnaissance survey will not exceed 80 acres at five different locations accessible by existing roadways, plus a 200-foot buffer where accessible.

- The City will provide full right-of-entry to all portions of the project site in written format at Notice to Proceed. Rincon will have safe access, and no access issues will be encountered during fieldwork. Rincon is not responsible for delays due to weather, site conditions (e.g., prohibited access, flooding, fire, safety), or other conditions outside of Rincon's control.

- The biological resources reconnaissance survey will be completed by two biologists over two 10- hour field days and include a half day to mobilize and demobilize.

- The study area for the biological resources reconnaissance survey will not exceed 80 acres at five different locations accessible by existing roadways, plus a 200-foot buffer where accessible.

- The identification of potential special-status species habitat is based on a suitability analysis level only and does not include definitive surveys for the presence or absence of the species which may be present.

- The Biological Resources Assessment report will not include a comprehensive impact analysis or provide avoidance, minimization, or mitigation measures.

- Rincon will respond to one round of consolidated comments on the Biological Resources Assessment report provided by the client as tracked changes and comments in a Microsoft Word document.

- Preparation of permit applications or technical studies related to species listed under the federal and/or state Endangered Species Acts or jurisdictional waters is not included in this scope of work.

- The archaeological survey will be completed by two cultural resources staff members over the course of two eight-hour days.

- The cultural resources records search will not exceed a direct cost of \$1,700, and the results will be received within three to four weeks of Notice to Proceed.

- No cultural resources (inclusive of historic-era built resources) will be identified within the project site during the records search or pedestrian survey that require recordation, updating, or evaluation for California Register of Historical Resources eligibility.

- No testing or excavation for cultural resources will be conducted, and no artifacts, samples, or specimens will be collected during the cultural resources pedestrian field survey.

- No meetings with tribal agencies or organizations will be conducted.

- The results of the cultural resources assessment will be negative and will allow for the preparation of a negative findings letter report.

- The direct cost associated with the paleontological resources records search will not exceed \$500.

- No fossils will be identified within the project site by the literature search and records review.

- No paleontological field survey or noise measurements will be conducted.

- WRMP projects will not include substantial new permanent air pollution or noise sources (e.g., backup generators, aboveground pumps).

- The transportation analysis for the EIR Addendum will utilize construction traffic estimates provided by WSC along with standard construction traffic control measures.

Additional traffic modeling will not be conducted as part of this scope of work.

- Computerized modeling to characterize hydrology, hydrogeology, drainage patterns, and other physical conditions will not be conducted as part of the project. Rather, existing information including previously prepared maps and models will be utilized to the extent feasible.

- The City will grant permission to Rincon to serve as an Authorized Submitter through the State Clearinghouse's CEQASubmit portal for the purposes of filing the NOD and Final EIR Addendum.

- The City will not circulate the Draft EIR Addendum for public review because doing so is not required under CEQA.

- Assembly Bill 52 tribal consultation assistance will not be required because Assembly Bill 52 consultation is not required for an Addendum.

- Unless otherwise specified in the above scope of work, all deliverables will be provided electronically in PDF and/or Word format.

- This scope does not include digital accessibility compliance for project documents.

- Rincon's attendance at one public meeting for the Final EIR Addendum will be to respond to questions related to the environmental process only; no presentation materials will be prepared.

- The City will be responsible for the payment of all filing fees.

SCHEDULE OF FEES

	Hourly Rate
Engineers/Project Managers/Planners/Hydrogeologists	
Engineering Intern	\$ 135.00
Assistant	\$ 155.00
Staff I	\$ 165.00
Staff II	\$ 175.00
Staff III	\$ 185.00
Associate I	\$ 200.00
Associate II	\$ 210.00
Associate III	\$ 220.00
Senior I	\$ 245.00
Senior II	\$ 255.00
Senior III	\$ 275.00
Principal I	\$ 295.00
Principal II	\$ 335.00
Principal III	\$ 380.00
Outreach and Communications	
Communications Support I	\$ 140.00
Communications Support II	\$ 155.00
Communications Support III	\$ 180.00
Communication Strategist I	\$ 210.00
Communication Strategist II	\$ 235.00
Communication Strategist III	\$ 255.00
Senior Communication Strategist I	\$ 295.00
Senior Communication Strategist II	\$ 315.00
Senior Communication Strategist III	\$ 335.00
CAD / Design Services	
Technician/Designer I	\$ 145.00
Technician/Designer II	\$ 170.00
Technician/Designer III	\$ 190.00
Inspection Services	
Inspector I	\$ 150.00
Inspector II	\$ 160.00
Inspector III	\$ 185.00
Inspector (Prevailing Wage)	\$ 190.00
Administrative Services	
Administration/Clerical I	\$ 140.00
Administration/Clerical II	\$ 150.00
Administration/Clerical III	\$ 170.00

Other Expenses

10% mark-up on direct expenses; 10% mark-up for sub-contracted services
Standard mileage rate \$0.65 per mile (or current Federal Mileage Reimbursement Rate)
Airplane mileage rate \$1.26 per mile (or current Federal Airplane Mileage
Reimbursement Rate) Schedule of Fees]

EXHIBIT B

INSURANCE REQUIREMENTS Consultant Service Agreement between City of Fresno (City) and Water Systems Consulting, Inc. (Consultant) Water Reuse Master Plan

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 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).

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.

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.

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.

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 endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.

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. 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 on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

4. 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.

5. 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 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 (15) calendar days prior to the expiration date of the expiring policy.

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

7. 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 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.

CLAIMS-MADE POLICIES

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 (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 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 the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. These requirements shall survive expiration or termination of the Agreement.

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 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.

SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by the City's Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that the City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Consultant, and the City, prior to commencement of any work by the subcontractor.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Water Reuse Master Plan

		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:

A212B2ECEC29431...

Signature

12/18/2023

Date

Jeroen Olthof

(Name)

Water Systems Consulting

(Company)

805 Aerovista Place, Suite 201

(Address)

San Luis Obispo, CA 93401

(City, State Zip)