

**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 Carollo Engineers, Inc., a Delaware Corporation (Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional engineering services for the Secondary Treatment Process Rehabilitation Project (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a professional engineering design 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 June 30<sup>th</sup>, 2029, 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, but in any event, all such services shall be completed within 1120 consecutive calendar days from such authorization to proceed.

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 Eight Hundred Fifty Five Thousand Nine Hundred Thirty Two Dollars (\$855,932), paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**, and a contingency amount not to exceed Eighty Five Thousand Six Hundred Sixty Eight Dollars (\$85,668) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

[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

Carollo Engineers,  
A Delaware Corporation

By: \_\_\_\_\_  
Paul Amico, PE,  
Director  
Department of Public Utilities

DocuSigned by:  
By: Katy Solem  
30A9DBCFB4A7433...

Name: Katy Solem

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


APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Signed by:  
By: Ryan Sellman  
9D93B5F27EBA447...

By: Tricia Herrera 5/27/2026  
6D03E4AD28E0466... Date  
Tricia Herrera, Deputy City Attorney

Name: Ryan Sellman

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

REVIEWED BY:   
Ahmed Aly, PE,  
Assistant Director  
Department of Public Utilities

Any Applicable Professional License:  
Number: C76650  
Name: Ryan M. Sellman  
Date of Issuance: July 2010

ATTEST:  
AMY K. ALLER  
Interim City Clerk

By: \_\_\_\_\_  
Date  
Deputy

CONSULTANT:  
Carollo Engineers, Inc.  
Attention: Katy Solem, Vice President  
2795 Mitchell Drive  
Walnut Creek, CA 94598  
Phone: (925) 932-1710  
E-mail : ksolem@carollo.com

Addresses:  
CITY:  
City of Fresno  
Attention: Joshua Merten, Engineer II  
747 R Street  
Fresno, CA 93721  
Phone: (559) 621 1625  
E-mail: joshua.merten@fresno.gov

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 Carollo Engineers Inc. (Consultant)  
Secondary Treatment Process Rehabilitation Project**

#### **TASK 1: PROJECT MANAGEMENT**

This task will be used to effectively and efficiently manage the project to completion. The following activities are included in this task:

1. Prepare for and conduct a kickoff meeting that clarifies the project vision and scope of work. Prepare and distribute the kickoff meeting summary.
2. Manage the project to support all tasks and maintain progress toward completion.
3. Host monthly virtual meetings to discuss questions and schedule. Prepare and distribute meeting summaries that include, at a minimum, tools to track action items, decisions, meetings, and deliverables.
4. Provide and submit digital copies of each deliverable and will be followed by a design review workshop. The City will consolidate and provide comments within 5 days. The comments provided by the City of Fresno shall be incorporated into each subsequent design phase. An updated log of comments shall be provided following the workshop and comments.
5. Prepare and submit monthly invoices and progress reports. Progress reports will include scope, schedule, and budget status, and any risks the parties should be managing.
6. Minimum Deliverables:
  - a. Provide a digital copy (Microsoft Word) of the meeting agenda and minutes followed after every meeting or workshop session.

#### Assumptions:

The project has a duration of 11 months based on level of effort. However, it may take up to 18 calendar months to complete the project depending on the duration of lab tests. Following the condition assessment, the project may be partially completed with available information and fully completed once all data becomes available.

#### **TASK 2: CONDITION ASSESSMENT**

This task involves verifying the previous condition assessments and conducting a detailed inspection of the B- and C-side secondary treatment and sludge thickening systems to evaluate the current and future structural integrity and identify the extent of deterioration. Findings and a phased implementation plan will be documented in a technical memorandum to support the preliminary design report. The following activities include:

1. Collect and evaluate the available record drawings, the previous in-depth condition assessment, Assessment of Fresno-Clovis Regional Wastewater Reclamation Facility (RWRF) 68 & 80 MGD Aeration Basins and Secondary Clarifiers (Final), dated September 15, 2025, and work order history related to B- and C- Side secondary treatment and sludge thickening systems as it relates to the scope of work.
2. Prepare for and conduct up to two (2) initial visits to gather information and review existing conditions related to the scope of work. This includes initial observations of the B- and C-Side secondary treatment system and the sludge thickening facilities.
3. Prepare for and conduct up to five (5) phased inspections and evaluations using available testing technologies and document the condition of each basin and DAFT upon approval and coordination with the City. Perform non-destructive assessments and visual inspections of all needed structural and mechanical components associated with the secondary treatment basins.
  - a. Qualified inspectors shall complete detailed inspections of:
    - i. All constructed appurtenances within the secondary treatment systems built during the 68, 80 MGD and Organics expansion projects, such as slabs, grates, walkways, joints, and gates. Also included are primary effluent flow splitter structures, concrete conveyance channels for influent/feed, weir plates, flumes, scum channels, sludge collection systems, launders, areas with diffusers, reinforced interior and exterior walls, columns concrete abutments, and previously applied coatings or membranes.
    - ii. The mechanical assembly of the C-Side sedimentation basin that includes fiberglass flights, nonmetallic reinforced resin chains, clutches, sprockets, gears, shafts, rails, and all associated wear components.
    - iii. The DAFT concrete structure shall be reviewed, including the interior coating and concrete surfaces leading to the launder walls.
  - b. Evaluation will be done following Cal OSHA confined space entry requirements. Carollo will provide the confined space entry safety equipment.
  - c. Visually assess safely accessible concrete and metal surfaces of the structures and estimate the size of the defect. Note cracks with moisture, spalls, concrete delaminations, and voids.
  - d. Visually assess the coatings on the metals by noting defect areas and severity in accordance with ASTM D610. Visually assess the coatings on the concrete for defects such as delaminations, blisters or exposed concrete.
  - e. Document observations using digital photographs. A minimum of 20 photos will be obtained.

- f. The following testing services will be conducted on C Side basins and DAFTs to provide sufficient information during the inspections to develop robust recommendations. Assessments will be completed within two separate site visits. One aeration basin and two sedimentation basins will be inspected on C Side. Inspection of the remaining C Side basins will be included as an optional service. Both DAFTs will be inspected.
  - i. Assess the concrete condition by “sounding” to listen for shallow delamination within the concrete substrate. Sounding will be performed on the lower 7 feet of the walls and on the structure's floor (if accessible). Areas that are inaccessible (e.g. higher than 7 feet) will be assessed visually. If visual assessment determines additional sounding is needed, it will be recommended following the initial background site visit. Delaminated areas will be marked with chalk for reporting purposes.
  - ii. Conduct penetration measurements on concrete using a chipping hammer to find the depth to sound material at 4 locations per structure.
  - iii. Measure the surface pH of the concrete surface at the concrete penetration test locations described above. The pH of concrete can substantiate the extent of degradation.
  - iv. Measure the coating dry film thickness (DFT) at up to 20 locations on each structure. A schematic showing the number and location of the measurements will be provided.
  - v. Collect one paint sample from the immersed interior metal of each structure (total of 8 samples) and have them analyzed at an independent laboratory for the 17 heavy metals regulated by California Title 22 hazardous materials, including lead, total chromium, and zinc. Additionally, one sample will be taken from a basin from the 68 mgd expansion and one sample will be taken from a basin from the 80 mgd expansion.
  - vi. Perform a coating adhesion test per ASTM D6677 on the immersed metal surfaces, or another coating adhesion test may be performed on the interior if there is an intact and accessible coating.
- g. The following additional testing services are considered optional for the C Side and DAFTs. A determination of whether these tests are recommended will be provided following the initial site visit.
  - i. Measure the thickness of concrete protecting the reinforcing steel using surface penetrating radar at up to 4 easily accessible locations in each structure.
  - ii. Measure the metal wall thickness using A-scan ultrasonic testing (UT) at up to 20 locations on metallic surfaces. A schematic showing the number and location of the measurements will be provided.

- iii. Measure pit depth where significant metal corrosion pitting is observed and UT measurements are not successful. A pit depth gauge will be used for measurements.
- h. The following testing services will be conducted on B Side basins to provide sufficient information during the inspections to develop robust recommendations. Assessments will be complete within three separate site visits.
  - i. **Reinforcement Placement Survey:** As-built reinforcement placement will be evaluated at selected locations used ground penetrating radar (GPR). Locations with reported wide cracking will be targeted for as-built reinforcement placement relative to the crack locations and orientations.
  - ii. **Concrete Core Extraction:** Perform coring per ASTM C42 for laboratory evaluation as described below. Cores are anticipated to be 3 to 4 inches (nominal) in diameter. Locate reinforcement prior to taking cores to avoid damaging reinforcement that is required for structural strength or serviceability. It is anticipated extracting between one and four cores from each aeration basin and each secondary sedimentation basin, for a total of twenty-eight cores. Cores will be extracted by a concrete coring contractor coordinated by Carollo. All cores will be extracted during the same mobilizations as visual condition assessments. The coring contractor will infill the core holes with a pre-bagged cementitious repair material.

Basins	Petrography	Residual Expansion	Chloride Testing	Total Cores
68 mgd ABs	2	3	1	6
68 mgd SSBs	4	3	1	8
80 mgd ABs	2	3	1	6
80 mgd SSBs	4	3	1	6
<b>Total</b>	<b>12</b>	<b>12</b>	<b>4</b>	<b>28</b>

- iii. **Laboratory studies:**
  - 1. **Petrography and Damage Rating Index for ASR:** Select concrete cores will be evaluated per ASTM C856 to characterize composition and general quality of the concrete, as well as to identify the presence of potential distress mechanisms, such as alkali-silica reaction (ASR). As part of the petrographic examination, we will assess depth of

carbonation using a phenolphthalein indicator solution. Carbonation is a chemical change that reduces the natural alkalinity of the concrete over time due to exposure to carbon dioxide in the atmosphere. The reduction in alkalinity increases the potential for reinforcement corrosion. It is assumed that full petrographic examination will be performed on two concrete cores, one extracted from a 1992 structure, and one extracted from a 1996 structure. Limited petrographic examination with a focus on ASR-related conditions, including quantification of damage using the Damage Rating Index approach is included for up to twelve total cores. These cores will be intentionally positioned to intersect visible cracking at the formed surface, to develop a better understanding between the presence of visible cracking and ASR-related damage.

2. **Residual Expansion Test:** Perform a modified version of ASTM C1293 to help better understand the potential for residual expansion for concrete. The modification involves the use of cores from an actual structure rather than laboratory-cast concrete prisms made with predetermined aggregate gradations. The information obtained from this test can help inform expected future expansion, evaluate potential mitigation efforts, or understand potential risk factors if it is under consideration whether or not the concrete is to remain in service. It is assumed conducting this test on a set of up to three samples from two aeration basins and two secondary sedimentation basins, for a total of up to twelve tested cores (i.e., four sets of three). Note that this test requires specimens that do not exhibit internal cracking. Although three concrete cores will be extracted for each set of residual expansion tests, the presence of internal cracking may result in some cores being deemed inviable for this test. If this occurs, a minimum of two uncracked specimens will constitute a set. Note that this testing takes place over the course of six to twelve months and as such, reporting may be delayed to allow for sufficient time to draw conclusions from this testing.
- i. The following additional testing services are considered optional for the B Side basins. Additional optional sampling may be recommended if non-invasive field data show deterioration mechanisms that cannot be confidently distinguished (e.g., ASR vs. DEF vs sulfate attack or if structural significance or extent of damage cannot be determined reliably using non-invasive methods alone.
  - i. **Corrosion testing** will be performed at exposed concrete surfaces within representative areas of each of the structures identified. These areas will likely include areas with or adjacent to existing distress as well as areas without any visible distress. It is assumed

performing tests at up to three locations at two sedimentation basins and two aeration basins, for a total of up to twelve test areas. Note that this is a minimally invasive technique, which would require the creation of small-diameter drill holes to allow for direct electrical connection to the embedded reinforcing steel. Corrosion testing would half-cell potential and concrete surface resistivity.

- ii. **Chloride testing** of concrete cores tested for chloride content versus depth from the surface using a modified version of ASTM C1152. Up to four regions (slices) from each core designated for chloride testing will be cut and pulverized for chloride content measurement, to understand the chloride concentration at the surface and near the depth of the reinforcing steel. Test results will support determination of current or future chloride-induced corrosion risk. It is assumed up to sixteen chloride slices extracted from up to four additional concrete cores.
  - iii. **Reinforcement Cover Depth Survey:** Concrete cover depth will be estimated by nondestructive means using magnetic or eddy current reinforcement location equipment or GPR. The findings from this survey will be used to better understand potential corrosion risk in conjunction with the results of our corrosion testing and laboratory studies. It is assumed that discrete scan lines will be collected at one accessible area at each aeration basin and at up to four secondary sedimentation basins.
  - iv. **Coating Analysis:** If necessary, existing coating materials will be evaluated using attenuated total reflectance–Fourier transform infrared (ATR-FTIR) spectroscopy, an analytical technique used to identify molecular structures. ATR-FTIR is particularly effective for identifying polymers and other organic components and may also provide information regarding inorganic constituents, such as corrosion products. The results will be used to determine the composition of the existing coating system, characterize coating layers at areas of deterioration, and assess compatibility with subsequent coating applications, including the potential need for primers and suitable binder types.
4. Provide recommendations of methods for rehabilitation or replacement for all basins evaluated and components reflective of the condition assessment, including options that consider capital cost, operations and maintenance requirements, life-cycle impacts, and materials that mitigate future wear. Recommendations may also include deferring rehabilitation or replacement to allow for the adoption of newer technologies.
  5. Prepare and submit a Draft Technical Memorandum that summarizes findings from site visits, inspections, and meetings with City staff, and include detailed verification of the previous condition assessment. This will confirm its previous concluded recommendations or identify better alternative recommendations. The memorandum shall include the extent and causes of the deterioration, compare

the different recommendations, and evaluate/compare each alternative recommendation based on cost, operational impacts, lifecycle, and ability to construct.

6. Evaluate and confirm the severity of the structural deterioration in terms of determining the potential likelihood and consequence of failure risk, as well as the remaining useful life of the basin, and the estimated additional service life if the recommended improvements were to be implemented.
7. The memorandum will also include a phasing plan and narrative outlining the scope of work over multiple phases, considering operational impacts and budgetary constraints on the B- and C-Side secondary treatment systems.
8. Provide Draft Technical Memorandum revisions based on City review comments, collected and compiled by the City, to revise and prepare a Final Technical Memorandum.
  - a. Minimum Deliverables
    - i. Provide two (2) digital copies (PDF and Microsoft Word) of the Draft Condition Assessment Technical Memorandum.
    - ii. Provide two (2) digital copies (PDF and Microsoft Word) of the Final Condition Assessment Technical Memorandum.

Assumptions:

- City will provide shutdown, dewatering, and cleaning of structures.
- City will provide a ladder for structure entry access. Carollo and its subconsultants will provide documentation showing they are trained on proper ladder usage and related safety requirements.
- Carollo will provide access to elevated portions of the wall for the coring contractor. Efforts within the basin will not disturb existing equipment in the basins including aeration piping and diffusers.
- Structures are non-permit required confined spaces, therefore, air monitors, rescue tripods, and entry attendants are not required.

**TASK 3: PRELIMINARY DESIGN REPORT**

This task will be used to define the project in sufficient detail to establish the outlined conceptual layouts, design criteria, identify overall project scope and locations, prepare construction cost estimates, and outline a preliminary schedule and phasing approach. The deliverables will incorporate the findings of the condition assessment and any previously completed studies. The preliminary design report (PDR) will define the scope and implementation of the recommended improvements, and provide design criteria, schematic plans and details, site preparation requirements, constructability, and construction cost estimates.

- a. Minimum Deliverables:
  - i. Provide two (2) digital copies (PDF and Word) of the Preliminary (30%) Design Report.

- ii. Provide two (2) digital copies (PDF and Excel) of the Preliminary (30%) Design Report.
- iii. Provide two (2) digital copies (PDF and Excel) of the Preliminary Construction Cost Estimate.

**DETAILED DESIGN**

Following the City’s review of the Preliminary Design Report, the scope of engineering services for the detailed design phase will be determined for further negotiation and may be incorporated into an amended contract.

**MINIMUM DELIVERABLES**

#	Deliverable	Format(s)
1	Meeting and workshop agendas with corresponding meeting minutes.	.doc
2	Draft Condition Assessment Technical Memorandum	.doc, .pdf
3	Final Condition Assessment Technical Memorandum	.doc, .pdf
4	Drafted Preliminary Design Report	.pdf, .doc
5	Final Preliminary Design Report	.pdf, .xlsx
6	Preliminary Design Construction Cost Estimate	.pdf, .xlsx

**Scope Assumptions:**

The following assumptions are included in this scope of work.

1. The City shall furnish the Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.
2. The City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.
3. In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way City’s plant(s) and/or associated processes are operated and/or maintained; and other economic

and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.

4. The fee estimate and labor rates are attached.

**SCHEDULE OF FEES**

**As of January 1, 2026**

**Engineers/Scientists**

Senior Project Manager	\$ 360.00
Senior Design Manager	\$ 340.00
Program Manager	\$ 307.00
Senior Professional	\$ 287.00
Lead Professional	\$ 270.00
Project Professional	\$ 254.00
Professional	\$ 238.00
Staff Professional	\$ 220.00
Engineering Intern	\$ 143.00

**Technicians**

BIM Designer 3	\$ 237.00
BIM Designer 2	\$ 229.00
BIM Designer 1	\$ 224.00
Senior Designer	\$ 212.00
Designer	\$ 181.00
Senior Drafter	\$ 178.00
CAD Drafter	\$ 164.00

**Support Staff**

Project Services Administrator	\$ 204.00
Document Processor II	\$ 175.00
Document Processor I	\$ 159.00
Administrative Assistant	\$ 143.00

**Project Equipment Communication Expense (PECE) Per DL Hour \$17.00**

**FEE SCHEDULE**  
**As of January 1, 2026**

**Other Direct Expenses**

Travel and Subsistence	Cost
Mileage	\$0.725 per mile
Subconsultant	Cost + 10%
Other Direct Cost	Cost
Expert Witness	Hourly Rate x 2.0

This fee schedule is subject to annual re

## EXHIBIT B

### INSURANCE REQUIREMENTS Consultant Service Agreement between City of Fresno (City) and Carollo Engineers Inc. (Consultant) Secondary Treatment Process Rehabilitation Project

#### 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**  
Secondary Treatment Process Rehabilitation Project

		<b>YES*</b>	<b>NO</b>
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.

Signed by:  
  
 \_\_\_\_\_  
 Signature

5/19/2026

Date

Ryan Sellman  
 \_\_\_\_\_  
 (Name)

Carollo Engineer, Inc.  
 \_\_\_\_\_  
 (Company)

1401 Fulton st, suite 802  
 \_\_\_\_\_  
 (Address)

Fresno, ca 93721  
 \_\_\_\_\_  
 (City, State Zip)