

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

THIS AGREEMENT is made and entered into effective the \_\_\_\_\_ day of June, 2016, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Provost and Pritchard Engineering Group, Incorporated, (hereinafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain professional engineering services for design of plans and general construction contract documents for Pump Stations 117 and 284 Well Head Treatment Improvements, hereinafter referred to as the "Project;" and

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

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

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

**AGREEMENT**

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

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

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 30, 2017, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 540 consecutive calendar days from such authorization to proceed.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of two hundred sixty two thousand four hundred seventy three dollars (\$262,473.00). Such fee includes all expenses incurred by CONSULTANT in performance of the services.

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

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

#### 4. Termination, Remedies and Force Majeure.

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

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

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

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

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

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

possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

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

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

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

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

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

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

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages

(whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

## 8. Insurance.

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

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

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

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the

provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

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

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

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

11. General Terms.

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

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

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

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

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

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

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

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

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

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the

manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

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

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

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

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

16. Assignment.

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

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



17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FRESNO,  
a California municipal corporation

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

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

No signature of City Attorney required.  
Standard Document #DPU-S 8.0 has been  
used without modification, as certified by  
the undersigned.

By: \_\_\_\_\_  
Lito G. Bucu  
Supervising Engineering Technician  
Water PMO and Engineering  
Department of Public Utilities

REVIEWED BY:  
\_\_\_\_\_  
Michael Carbajal, Division Manager  
Department of Public Utilities

Addresses:  
CITY:  
City of Fresno  
Attention: Lito G. Bucu,  
Supervising Engineering Technician  
2101 G Street, Building A  
Fresno, CA 93706  
Phone: (559) 559 621 1621  
FAX: (559) 970 8887

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

Provost and Pritchard Engineering Group  
Incorporated,  
a California corporation

By: \_\_\_\_\_  
Name: RONALD J. SAMUELIAN

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

By: \_\_\_\_\_  
Name: MATTHEW W. KEMP

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

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

CONSULTANT:  
Provost and Pritchard Engineering Group  
Incorporated  
Attention: Matthew W. Kemp,  
Professional Engineer  
286 W. Cromwell Avenue  
Fresno, CA 93711  
Phone: (559)-449-2700  
FAX: (559) 449-2715

# Exhibit A

## SCOPE OF SERVICES

### Consultant Service Agreement between City of Fresno (“City”) And Provost & Pritchard Consulting Group (“Consultant”)

#### Pump Stations 117 and 284 Well Head Treatment Improvements

PROJECT TITLE

#### Pump Station 117

### PART 1 SCHEMATIC DESIGN PHASE

#### A. PROGRAMMING AND PROJECT MANAGEMENT

1. Project management and administration
2. Prepare and maintain design and construction schedule
3. Attend kick-off meeting with City staff
4. Prepare and submit monthly billing

#### Assumptions:

- a) The project management and programming budget is based on a total project duration of 18 months.

#### B. SURVEYING

1. Conduct right-of-way and boundary research for PS 117 and 6027 Glenn Avenue sites.
2. Conduct field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project.
3. Conduct topographic survey of the PS 117 and 6027 Glenn Avenue sites
4. Conduct as-graded survey of the water treatment site after improvements are completed.

#### Assumptions:

- a) PS 117 survey will be conducted concurrently with PS 284 pipeline survey.

#### C. UTILITY COORDINATION

1. Utility Research - eView
2. Review Record Information
3. Utility Research Letters

#### D. DESIGN PARAMETERS REPORT

Prepare Design Parameters Report containing the following information.

1. Summary of PCE physical and chemical properties
2. Brief summary description of viable treatment technologies

3. Summary of well water quality
4. Treatment objectives
5. Design flow rates of wells
6. Estimated head losses through the treatment system
7. GAC design parameters (empty bed contact time, hydraulic loading rate, vessel quantity, and series/parallel operation)
8. A description of major site features including features for aesthetic impacts mitigation (e.g. pit and walls); chlorination system; carbon delivery access; and backwash water disposal method
9. Vessel procurement method
10. Electrical construction responsibilities.
11. Description of County of Fresno approvals and permits required
12. Planning level opinion of probable construction cost

Assumptions:

- a) The City has already selected GAC as the treatment technology. Alternative treatment technologies will not be evaluated in detail. No cost opinions will be prepared for alternative treatment technologies.
- b) Improvements to the existing wells and pumps are not included in the project
- c) Both wells will be treated at the 6027 Glenn Avenue location
- d) A raw water transmission pipeline will be constructed between PS 284 and PS 117 as part of a separate project. Treated water from both wells will be discharged into a water main adjacent to the PS 117 site.
- e) No improvements to the PS 284 site or equipment will be included in the project.
- f) Assumes a single meeting with the County of Fresno to discuss encroachment permits and approvals necessary for the portion of the project in the County ROW
- g) New GAC vessels will be procured utilizing City's standard GAC vessel procurement specifications.
- h) A Phase I investigation has already been completed on the 6027 Glenn property.

E. GEOTECHNICAL SERVICES

1. None.

Assumptions:

- a) The City has elected not to conduct a geotechnical investigation of the proposed treatment site.
- b) Note that P&P recommends that a geotechnical investigation be conducted to characterize the subsurface conditions at the site.

## **PART 2 DESIGN DEVELOPMENT PHASE**

### **A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES**

1. Address Schematic Design Phase review comments and submit final version of Design Parameters Report to City
2. Prepare preliminary (60%) plans for wellhead treatment construction project, including the following sheets:
  - i. Cover and index (1 sheet)
  - ii. Legend and notes (1 sheet)
  - iii. Demolition plan (1 sheet)
  - iv. Site plan (1 sheet)
  - v. Grading plan (1 sheet)
  - vi. Site piping plan (1 sheet)
  - vii. Pit piping details (1 sheet)
  - viii. Pit structural details (2 sheets)
  - ix. Miscellaneous details (2 sheets)
  - x. Equipment Building details and sections (3 sheets)
  - xi. Electrical sheets (2 sheets)
  - xii. Title 24 sheet (1 sheet)
  - xiii. Landscape plan (1 sheet)
  - xiv. Irrigation plan (1 sheet)
  - xv. Landscaping details (1 sheet)
3. Prepare preliminary technical specifications
4. Prepare itemized estimate of quantities and cost
5. Submit preliminary (60%) plans, specifications and estimate (PS&E)
  - a. Internal QA/QC review prior to submittal
  - b. Three 11 x 17 and one electronic (.PDF) copy

#### Assumptions:

- a) City will provide record drawings for existing well site
- b) The treatment project (6027 Glenn site) will be bid as a separate project from the raw water pipeline project.
- c) Acquisition of the 6027 Glenn Avenue parcel is complete. No services associated with property acquisition have been included.
- d) City up-front contract documents (Div 0 and 1) will be used
- e) No new standby power generator is included in the project. It will be shown on the CUP exhibits as future.

### **B. PERMITTING ASSISTANCE**

1. Assist City with applying for and obtaining approval for a Conditional Use Permit (CUP) for the 6027 Glenn Avenue site.
  - i. Prepare CUP exhibits consisting of Site Plan, Landscape Plan, and Elevation Views
  - ii. Assist Water Division with preparation of Planning & Development Department Master Application Form
  - iii. Submit application to Planning & Development Department

- iv. Participate in up to three meetings or Planning & Development Department counter visits after the initial application to assist the City in obtaining an approved CUP
2. Submit off-site improvements plans to City of Fresno Public Works Department for review and approval
3. Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project and submit Design Parameters Report to DDW for their review.
4. Coordinate with Fresno Metropolitan Flood Control District (FMFCD) regarding acceptable location of backwash and flush-to-waste water discharge. It has been assumed that backwash water will be surface flowed to a curb inlet two blocks to the west of the site.
5. Establish whether project is subject to SJVAPCD Indirect Source Rule

Assumptions:

- a) City will pay for all permit fees directly
- b) Even though the PS 6027 Glenn Avenue property is within a County island, a City of Fresno CUP will be required. No County permits other than an encroachment permit for the pipeline will be required.
- c) City will provide Preliminary Title Report and supporting Deed documents; Letter of Owner Authorization; and Operational Statement required for CUP application
- d) The City will handle coordination with residences adjacent to new PS 117 site regarding aesthetic impacts, construction activities, and construction of masonry wall along property lines.

### **PART 3 CONSTRUCTION DOCUMENT PHASE**

#### **A. DRAFT FINAL (90%) DESIGN**

1. 60% submittal review meeting with City
2. Address Design Development Phase review comments
3. Prepare draft final plans, including the same sheets listed in the previous phase.
4. Prepare draft final technical specifications
5. Incorporate City up-front contract documents
6. Prepare draft final cost opinions
7. Submit draft final plans, specifications and estimate
  - a. Internal QA/QC review prior to submittal
  - b. Three 11 x 17 and one electronic (.PDF) copy

#### **B. FINAL (100%) PLANS, SPECIFICATIONS AND ESTIMATES**

1. 90% submittal review meeting with City
2. Address draft final review comments
3. Prepare final plans
4. Prepare final technical specifications
5. Prepare final opinion of probable construction costs

6. Submit final plans, specifications and estimate
  - c. Internal QA/QC review prior to submittal
  - d. Three 11 x 17 and one electronic (.PDF) copy

Assumptions:

- a) The contractor will prepare and implement Storm Water Pollution Prevention Plan and Dust Control Plan as required

**C. BUILDING & SAFETY DEPARTMENT PLANCHECK**

1. Submit four full-size plansets and two sets of structural calculations for Building & Safety Department Planchek
2. Complete backcheck process to obtain Building & Safety Department approval
3. Obtain FMFCD plan approval and signatures

Assumptions:

- a) Planchek is only required for the wellhead treatment (6027 Glenn Avenue) construction project.

**PART 4 BIDDING PHASE**

**A. BIDDING SERVICES**

1. Attend pre-bid conference
2. Prepare addenda and clarifications as necessary during the bid period

**PART 5 CONSTRUCTION PHASE AND GENERAL CONSTRUCTION CONTRACT ADMINISTRATION**

**A. CONSTRUCTION SERVICES**

1. Attend pre-construction conference
2. Review shop drawings and other contractor submittals
3. Provide general consultation and interpretation of construction documents
4. Respond to Requests for Information
5. Provide periodic site visits / construction observation
6. Prepare and submit record drawings based on contractor field record drawings
7. Conduct as-graded survey and prepare as-graded survey plan (6027 Glenn Avenue site)

Assumptions:

- a) Estimated three site visits.

**PART 6 OPTIONAL SUPPLEMENTAL SERVICES**

Throughout the project, upon approval by the City, other needed services will be provided. This scope includes up to \$9,246 (5% of the project budget for



Tasks 1 through 5) to perform this task on a T&M basis, as approved by the City.

**SPECIFIC EXCLUSIONS**

The following engineering services are specifically excluded from the scope of services but may be provided if requested by the City and following adjustment to this Scope of Services and corresponding fee estimate.

- A. Applying for plan amendment, rezoning, or code variances
- B. Construction staking
- C. Legal descriptions and exhibits
- D. Preparation of a Dust Control Plan and Stormwater Pollution Prevention Plan
- E. Payment of agency plan check and permit fees
- F. Construction management and inspection
- G. Potholing and utility location other than review of plats provided by utilities
- H. Coordination and permitting associated with the California Department of Toxic Substances Control.
- I. Environmental permitting
- J. Hydraulic modeling and/or surge analysis
- K. Traffic control plans
- L. Contractor prequalification
- M. Bench scale treatment testing and pilot studies (e.g. rapid small scale column testing)
- N. Preparation of water treatment Operations Plan and Hazardous Materials Business Plan

**ESTIMATED FEE SUMMARY AND PHASE DURATION**

Phase	Estimated Fee	Percent	Duration (Calendar Days)
Part 1 Schematic Design	\$26,284	14%	45
Part 2 Design Development	\$58,853	32%	60
Part 3 Construction Documents	\$72,229	39%	60
Part 4 Bidding Phase	\$8,523	5%	45
Part 5 Construction Phase and General Contract Administration	\$19,033	10%	240
<b>Subtotal</b>	<b>\$184,922</b>	<b>100%</b>	
Part 6 Supplemental Services	\$9,246	5% of Subtotal	NA
<b>Total</b>	<b>\$194,168</b>		

Note: durations do not include agency review time or re-submittals.

## **Pump Station 284**

### **PART 1 SCHEMATIC DESIGN PHASE**

#### **F. PROGRAMMING AND PROJECT MANAGEMENT**

1. Project management and administration
2. Prepare and maintain design and construction schedule
3. Attend kick-off meeting with City staff
4. Prepare and submit monthly billing

#### **Assumptions:**

- b) The project management and programming budget is based on a total project duration of 8 months.

#### **G. SURVEYING**

1. Conduct right-of-way and boundary research for PS 284 and the pipeline alignment.
2. Conduct field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project.
3. Conduct topographic survey of the PS 284 site and the pipeline alignment. Alignment survey will include visible utilities, hard surface features (curb, sidewalk, etc.) and traffic lines within the right-of-way.

#### **H. UTILITY COORDINATION**

1. Utility Research - eView
2. Review Record Information
3. Utility Research Letters

#### **I. DESIGN PARAMETERS REPORT**

Prepare Design Parameters Report containing the following information.

1. Hydraulic calculations and pipe sizing
2. Preparing a base map and surface model for use in preparing pipeline profiles
3. Pipeline alignment alternatives evaluation
4. Meet with County of Fresno to discuss pipeline encroachment in County ROW. Document meeting outcome.
5. Opinion of probable construction cost

#### **Assumptions:**

- i) Both wells will be treated at the PS 117 / 6027 Glenn Avenue location
- j) A raw water transmission pipeline will be constructed between PS 284 and PS 117. Treated water from both wells will be discharged into a water main adjacent to the PS 117 site.

- k) Pipeline alignment alternatives evaluation will be informal and based on review of utility research and discussions with the Water Division. It has been assumed that multiple pipeline alignment exhibits will not be prepared.
- l) No improvements to the PS 284 site or equipment will be included in the project.
- m) Assumes a single meeting with the County of Fresno to discuss encroachment permits and approvals necessary for the portion of the pipeline within the County ROW
- n) Survey will be completed after pipeline alignment has been accepted by the City. Survey will be conducted concurrently with PS 117 project survey.

#### J. GEOTECHNICAL SERVICES

- 1. None.

##### Assumptions:

- c) The City has elected not to conduct a geotechnical investigation for the pipeline project.

### **PART 2 DESIGN DEVELOPMENT PHASE**

#### C. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES

- 1. Address Schematic Design Phase review comments and submit final version of Design Parameters Report to City
- 2. Prepare preliminary (60%) plans for raw water pipeline construction project, including the following sheets:
  - i. Cover, index and general notes (1 sheet)
  - ii. Legend and abbreviations (1 sheet)
  - iii. Pipeline plan and profile (4 sheets)
  - iv. Details sheet (1 sheet)
- 3. Prepare preliminary technical specifications
- 4. Prepare itemized estimate of quantities and cost
- 5. Submit preliminary (60%) plans, specifications and estimate (PS&E) to Water Division, FMFCD, and County of Fresno
  - c. Internal QA/QC review prior to submittal
  - d. Three 11 x 17 and one electronic (.PDF) copy

##### Assumptions:

- f) City will provide record drawings for existing well sites and pertinent water mains
- g) The treatment project (6027 Glenn site) will be bid as a separate project from the raw water pipeline project.
- h) City up-front contract documents (Div 0 and 1) will be used

#### D. PERMITTING ASSISTANCE

1. Submit plans to City of Fresno Public Works Department for review and approval

##### Assumptions:

- e) City will pay for all permit and plancheck fees directly
- f) Contractor will prepare and submit County Encroachment Permit application
- g) No CEQA related services will be provided

### **PART 3 CONSTRUCTION DOCUMENT PHASE**

#### D. DRAFT FINAL (90%) DESIGN

1. 60% submittal review meeting with City
2. Address Design Development Phase review comments
3. Prepare draft final plans, including the same sheets listed in the previous phase.
4. Prepare draft final technical specifications
5. Incorporate City up-front contract documents
6. Prepare draft final cost opinions
7. Submit draft final plans, specifications and estimate
  - e. Internal QA/QC review prior to submittal
  - f. Three 11 x 17 and one electronic (.PDF) copy

#### E. FINAL (100%) PLANS, SPECIFICATIONS AND ESTIMATES

1. 90% submittal review meeting with City
2. Address draft final review comments
3. Prepare final plans
4. Prepare final technical specifications
5. Prepare final opinion of probable construction costs
6. Submit final plans, specifications and estimate
  - g. Internal QA/QC review prior to submittal
  - h. Three 11 x 17, one full-size reproducible set, and one electronic (.PDF) copy

##### Assumptions:

- b) The contractor will prepare and implement any Storm Water Pollution Prevention Plan, Dust Control Plan, and Traffic Control Plan as required

### **PART 4 BIDDING PHASE**

Bid phase services are not included in this Scope of Services. The City intends to bid and construct the pipeline in the future as a separate project.

## **PART 5 CONSTRUCTION PHASE AND GENERAL CONSTRUCTION CONTRACT ADMINISTRATION**

Construction phase services are not included in this Scope of Services. The City intends to bid and construct the pipeline in the future as a separate project.

## **PART 6 OPTIONAL SUPPLEMENTAL SERVICES**

Throughout the project, upon approval by the City, other needed services will be provided. This scope includes up to \$3,253 (5% of the project budget for Tasks 1 through 5) to perform this task on a T&M basis, as approved by the City.

## **SPECIFIC EXCLUSIONS**

The following engineering services are specifically excluded from the scope of services but may be provided if requested by the City and following adjustment to this Scope of Services and corresponding fee estimate.

- O. Bid and Construction phase services
- P. Applying for plan amendment, rezoning, or code variances
- Q. Construction staking
- R. Legal descriptions and exhibits
- S. Preparation of a Dust Control Plan and Stormwater Pollution Prevention Plan
- T. Payment of agency plan check and permit fees
- U. Construction management and inspection
- V. Potholing and utility location other than review of plats provided by utilities. Provost & Pritchard recommends that the City include at least \$5,000 in project contingency to cover the possibility that limited potholing will be required.
- W. Coordination and permitting associated with the California Department of Toxic Substances Control.
- X. Environmental permitting assistance
- Y. Hydraulic modeling and/or surge analysis
- Z. Traffic control plans
- AA. Contractor prequalification
- BB. Bench scale treatment testing and pilot studies (e.g. rapid small scale column testing)
- CC. Preparation of water treatment Operations Plan and Hazardous Materials Business Plan

**ESTIMATED FEE SUMMARY AND PHASE DURATION**

<b>Phase</b>	<b>Estimated Fee</b>	<b>Percent</b>	<b>Duration (Calendar Days)</b>
Part 1 Schematic Design	\$32,454	50%	45
Part 2 Design Development	\$13,448	21%	60
Part 3 Construction Documents	\$19,150	29%	60
Part 4 Bidding Phase	\$0	0%	NA
Part 5 Construction Phase and General Contract Administration	\$0	0%	NA
<b>Subtotal</b>	<b>\$65,052</b>	<b>100%</b>	
Part 6 Supplemental Services	\$3,253	5% of Subtotal	NA
<b>Total</b>	<b>\$68,305</b>		

Note: durations do not include agency review time or re-submittals.

## Exhibit B

### INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno ("CITY")  
and Provost and Pritchard Engineering Group, Incorporated ("CONSULTANT")**  
Pump Stations 117 and 284 Well Head Treatment Improvements  
PROJECT TITLE

### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

### MINIMUM LIMITS OF INSURANCE

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

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

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

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR\*

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

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

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

4. **EMPLOYER'S LIABILITY:**

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

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

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

**UMBRELLA OR EXCESS INSURANCE**

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

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or



- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

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

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

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

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

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

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

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

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

#### **VERIFICATION OF COVERAGE**

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

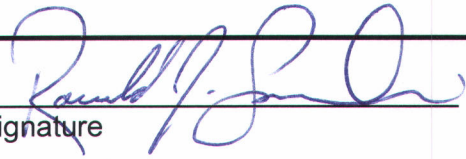
**Exhibit C**

**DISCLOSURE OF CONFLICT OF INTEREST**

Pump Stations 117 and 284 Well Head Treatment Improvements  
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input checked="" type="checkbox"/>	<input 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: We provide  
consulting services for  
private and public  
clients that do business  
with the City

  
Signature

5/10/2016  
Date

RONALD J. SAMUELIAN  
(name)

PROVOST & FRITCHARD ENGINEERING  
(company) GROUP INC.

286 W. CROMWELL  
(address)

FRESNO CA 93711  
(city state zip)

Additional page(s) attached.