

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

THIS AGREEMENT (Agreement) is made and entered into, effective on \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and BSK Associates, a California corporation (Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional laboratory testing services for potable and non-potable water analysis (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as an analytical laboratory facility 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 (Administrator) or designee.

**AGREEMENT**

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

1. Scope of Services. 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 (Effective Date) and shall continue in full force and effect through June 30, 2027, subject to any earlier termination in accordance with this Agreement. The term of this Agreement may be extended for up to three (3) additional one-year periods (each, an "Extension Term") upon mutual written agreement of the Parties, provided that such extension is agreed to in writing no later than 30 days prior to expiration of the then-current term. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
  - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed One-Million Two-Hundred Thousand (\$1,200,000.00) per year, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. 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.
- (d) The fees and rates in Exhibit A shall remain fixed for the first 24 months of the Agreement. This contract will be for a term of two years with an option for three one-year extensions. Any proposed adjustments must be submitted to the Director of the Department of Public Utilities and be supported by adequate documentation to justify the requested increase.
- (e) Unless otherwise approved by the Director, any fee or rate increase shall not exceed the percentage change in the Consumer Price Index (CPI), with the exception of documented material cost increases, as published by the Bureau of Labor Statistics for Pacific Cities and U.S. City Average: Los Angeles-Riverside-Orange Counties. Pricing may be adjusted after two years, upon execution of an amendment to document the extension.

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

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by 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 Administrator. 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, 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 writings and 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. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(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.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of 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 unless fully disclosed to and approved by the City Manager, in advance and in writing. 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. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
  - (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 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 Administrator 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 the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.
14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
- (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

- (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
  18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
  19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
  20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
  21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
  22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
  23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
  24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
  25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify

the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Brock D. Buche PE, PLS  
Director of Public Utilities

APPROVED AS TO FORM:  
ANDREW JANZ

City Attorney  
Signed by: \_\_\_\_\_  
By: Jennifer Quintanilla 3/20/2025  
71318AF32A24406...  
Jennifer M. Quintanilla Date  
Senior Deputy City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk

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

Addresses:

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

BSK Associates,  
a California Corporation

DocuSigned by:  
By: Renea Rangell 3/20/2025  
8BDBA201AA714CC...

Name: Renea Rangell

Title: CEO  
(If corporation or LLC., Board Chair, Pres.  
or Vice Pres.)  
Signed by: \_\_\_\_\_

By: Aaron Badavinac 3/20/2025  
FEE9C6BDA96C4EB...

Name: Aaron Badavinac

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

Any Applicable Professional License:  
Number: ELAP 1180  
Name: BSK  
Date of Issuance: 5/1/2024

CONSULTANT:  
BSK Associates  
Attention: Belinda C. Vega,  
Chief Operations Officer, Laboratory Division  
691 N. Laverna Avenue, Suite 101  
Fresno, CA 93727  
Phone: (559) 497-2888  
E-mail: bvega@bskassociates.com

Attachments:

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

## EXHIBIT A

### SCOPE OF SERVICES Consultant Service Agreement between City of Fresno (City) and BSK Associates (Consultant) Potable and Non-Potable Water Analysis

The Scope of Services under this Agreement should meet or exceed State and Federal regulatory requirements for non-potable and potable water quality testing and address those conditions and service requirements outlined below:

#### Water Quality Testing Methods and Requirements

The City of Fresno utilizes a wide range of test methods to ensure the quality of water provided to its customers. Many of these tests are mandated under Title 22 of the California Code of Regulations and the Unregulated Contaminant Monitoring Rule (UCMR), while others, though not formally listed, are critical to meeting the City's specific water quality needs. Below is a list of common methods that the City may require at any time. Please note that this is not an exhaustive list, nor does it specify detailed requirements.

#### Title 22 & Miscellaneous Methods

EPA Methods: 504.1, 505, 515, 524.2, 525.2, 531.1, 533, 537, 547, 548, 549, 552.2

Additional Tests: Nitrate, Total Organic Carbon (TOC) by method 5310C, Manganese, Fluoride, Total Trihalomethanes (TTHM), Haloacetic Acids (HAA5), Bromide, Bromate, General Mineral (G-1 group), General Physical, Inorganic, Alkalinity, Perchlorate, Gross Alpha, Radium 226/228, Uranium, MTBE, Arsenic, 1,2,3-Trichloropropane (TCP), Total Chromium, Hexavalent Chromium, 1,4-Dioxane, Orthophosphate, Lead & Copper (per L&C Rule), Iron, Turbidity, Biochemical Oxygen Demand (BOD), Total Suspended Solids, Dissolved Oxygen (DO), Carbon Profile (ash, moisture, iodine, dust, sieve and density), and PFAS compounds.

#### Bacteriological Methods

1. Coliform Testing: Present/Absent by Colilert (SM 9223)
2. Total Coliform & E. coli Testing: 1X10 MTF Colilert (SM 9223) or equivalent
3. Heterotrophic Plate Count: (48 hours) (SM 9215B) or equivalent

#### Unregulated Contaminant Monitoring Rule (UCMR) Methods

Various methods are applicable to each UCMR event, or approved equivalents, as necessary.

#### Quality Control (QC) Samples for UCMR

Environmental and trip blank samples are occasionally required for certain methods during UCMR events. UCMR 5 is currently in progress, with \*\*UCMR 6\*\* in the planning stages. The



City may not always know the frequency of these QC sample collections. Laboratories must provide details on how sample frequency is determined for each method and how these samples will be billed. Additionally, laboratories should address how costs/credits for resampling due to QC failures will be handled. If field sample preservation is required, the City's staff may need training. Please provide relevant details regarding this training.

### Estimated Annual Quantities

Sample frequency varies significantly depending on the method, concentration, and treatment or monitoring requirements, as outlined in Title 22. A system-wide sampling of all well sites occurs every three years as part of the Triennial Sampling, which includes many of the constituents identified in Title 22 for large groundwater systems in California's Central Valley. In addition to triennial sampling, many tests are conducted annually, quarterly, monthly, or even weekly. Below is an estimate of the annual quantities for the most common test methods. Please note that these quantities are approximate and subject to change.

Test/Method	Estimated Annual Quantity
Coliform, Present/Absent by Colilert	4,100
Coliform Total & E. coli by 1X10 MTF Colilert	2,500
Heterotrophic Plate Count	2,500
EPA 504.1*	900
EPA 524.2*	750
Nitrates	2,500
G-1* (General Mineral/Physical/Inorganic)	< 20
EPA 525*	< 20
Manganese	50
1,2,3-TCP*	650
TTHM / HAA5	50

PFAS Compounds	250
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\* Indicates system-wide testing methods that add approximately 250 additional samples every third year.

### Records Retention

Consultant shall retain all test results, graphs, reports, and quality control data for at least five (5) years after final payment.

### Chain of Custody

Due to the extensive routine sampling routes the City has developed over the years, the City will primarily utilize its own pre-printed Chain of Custody (COC) forms for most sampling activities. The consultant will be required to accept these forms; however, the City is open to considering modifications that may streamline processing for the consultant's staff. On occasion, the consultant's forms may be used, particularly by other City departments, such as the Construction Management Division, which regularly submits samples on behalf of the Water Division.

For rush samples, subcontracted lab work, and standard in-house samples, the City will complete separate COC forms to avoid any delays in processing results. The consultant will be responsible for providing split reports and ensuring that results are returned as they are finalized, particularly in cases where there are delays due to subcontracted methods.

### Sample Containers

The consultant shall be responsible for providing all sample bottles required for each test, including those sent to subcontracted laboratories. These bottles must be clean, sterile, properly labeled, and include any necessary preservatives appropriate for the requested analysis. For bacteriological samples, the bottles must contain a de-chlorinating agent, as the City uses sodium hypochlorite for disinfection.

City staff may also submit bacteriological samples using their own labels and bottles from the City's stock supplied by IDEXX Laboratories, Inc. Given the large number of sample bottles that can be generated on a sampling day, the use of bar-coding or other automated labeling systems is strongly encouraged. The consultant is expected to maintain an adequate supply of various sample bottles to meet routine sampling needs and will be notified in advance of major sampling events to ensure proper preparation.

### Local Laboratories

City staff will collect and deliver all samples to the consultant's local laboratory for analysis. Laboratories located in the greater Fresno area are required to maintain a designated sample reception area. City staff will pick up sample bottles from the laboratory and return the samples and the completed chain of custody documentation to the same location. Laboratory personnel will verify the samples and chain of custody for accuracy, include any relevant comments, sign

off on the receipt, and provide City staff with a copy.

To facilitate pickup and delivery, laboratory service hours shall be Monday through Friday, from 7:30 AM to 5:00 PM, with most samples delivered before 3:30 PM. Should samples need to be submitted after 5:00 PM or on weekends, the City will coordinate with the laboratory to make necessary arrangements. The primary consultant is responsible for receiving and transporting all samples to any subcontractor(s) they utilize.

In the event that a sample is delayed, exceeds hold times or temperature limits, or is lost or damaged during transportation to subcontracted laboratories by common carrier or other means, City staff will resample. To offset the costs incurred by City staff for resampling, all shipping and analysis fees for the resampled sets will be waived. Waived fees and charges shall be reflected as a credit or listed as "No Charge" on the corresponding invoices.

#### Out-of-Town Laboratories

Any out-of-town laboratories operated by the consultant or its subcontractors must maintain a local presence to facilitate warehousing of sample bottles, receipt of samples, transfer of chain of custody, and shipping, in accordance with the criteria outlined for local laboratories. A sufficient variety and quantity of sample bottles, shipping containers, ice, labels, and related materials must be readily available at the local site. The use of City-owned equipment for shipping purposes is prohibited.

There shall be no additional or separate costs charged to the City for the transport of samples to the laboratory, whether by common carrier or other means. If a sample is delayed beyond hold times, exceeds temperature limits, or is lost or damaged during transportation to an out-of-town primary or subcontracted laboratory, City staff will conduct a resampling. These repeat samples will be expedited both in transit and analysis to meet, as closely as possible, the original timeline. To compensate for the City's resampling efforts, all costs for shipping and analysis of subsequent sets will be waived from standard laboratory fees. Waived fees and charges will be reflected as a credit or marked as "No Charge" on invoices.

#### Sample Storage and Disposal

The consultant shall store and maintain the environmental integrity of all samples with remaining volume for a minimum of thirty (30) calendar days following the postmarked date of the final analytical report, or longer if required by the State or U.S. EPA. After this period, the consultant will dispose of the samples at no additional cost to the City. All samples will remain subject to chain-of-custody procedures until final disposal. Bacteriological samples are exempt from this requirement.

#### Sample Hold Times

Sample hold times shall commence at the time of collection. All required analyses must be completed within the specified hold times for each method. The consultant shall promptly notify the City of any samples that exceed their hold times, and the laboratory must issue a formal letter on company letterhead explaining the cause of the delay. If possible, City staff will resample the source. The City will neither accept results nor pay for the analysis of samples processed outside of their hold times.

In cases where hold times are exceeded due to laboratory error, the consultant will expedite repeat samples to adhere as closely as possible to the original timeline. All fees and charges related to resampling and analysis in such instances shall be waived. Waived fees and charges will be reflected as a credit on the corresponding invoices.

### Turn Around Times

Result reporting requirements vary based on sample type, collection timing within the month, and whether the samples are routine or rushed. A critical notification obligation arises when a sample exceeds a Maximum Contaminant Level (MCL). City staff must be informed immediately via email and phone (direct communication only; voice messages are not acceptable) upon determining that a result exceeds an MCL. The only exception to this requirement pertains to treatment site results, where immediate notification is not necessary for influent and mid-treatment samples, as these may exceed the MCL. However, notifications are required for effluent and most blend sample points, as these are compliance points that must not exceed the MCL. Similar notification protocols apply to bacteriological results that are positive for presence/absence tests, exceed 2.2 for total coliform, greater than 0 for E. coli, or exceed 500 for heterotrophic plate count (HPC).

1. Routine Sample Results: Final reports for routine sample results are to be submitted to the City within 20 days, as soon as practicable. Temporary exceptions may be granted on a case-by-case basis, acknowledging that certain subcontracted work may require more time than the standard 20-day period.
2. Treatment Site Results: Compliance-based samples from treatment sites are collected weekly and typically classified as influent, effluent, vessel port, PTA, or blend samples. These samples encompass bacteriological, nitrate, TOC, manganese, iron, arsenic, EPA methods 504.1 and 524.2, 1,2,3-TCP, and PFAS analyses. Results for these samples collected within a month must be reported to the City no later than the seventh (7th) calendar day of the following month (earlier if the seventh falls on a weekend or holiday). This requirement is essential for the City to compile operational reports for submission to the State Water Resources Control Board, Division of Drinking Water, by the 10th of each month. Unless explicitly indicated on the chain of custody, these samples should not be treated as rush samples.

3. Rush Sample Results: Certain samples may be submitted that require expedited turnaround times of 1, 2, or 5 days. Typically, these rush samples pertain to standard tests from City treatment sites, although they may originate from any source or method. Rush samples are usually submitted on a separate chain of custody to avoid impacting the processing of routine samples. Results for rush samples must be communicated to key City staff via fax, email, and phone.
4. Bacteriological Samples: Bacteriological samples are categorized into Routine and Special types. Routine samples encompass both well site and distribution routes or specific subsets thereof. Special samples are associated with construction or repair projects within the distribution system or wells, or with operational issues that necessitate immediate result notifications, regardless of whether the results are favorable or unfavorable. The City requires timely notification of results as soon as they are available, rather than waiting for final documentation. If a positive result is detected during the incubation period, the consultant must notify the City immediately. For coliform/HPC samples, results for coliform are typically available within 24 hours, while HPC results are ready in 48 hours. In these cases, the City requires notifications at both the 24-hour and 48-hour marks; the 48-hour report must also include the 24-hour results to ensure that one chain of custody document reflects all outcomes. Special samples must be submitted on a chain of custody form that features a prominently labeled "Special Sample Instructions" box. This section provides clear guidelines, including the email addresses of City staff to be notified of the results, accompanied by checkboxes for the sampler to select the appropriate contacts.

### After Hours / Emergency Samples

Occasionally, the City may need to submit samples outside of normal business hours or on weekends, which is a rare occurrence that may include bacteriological or Title 22 samples. While the City strives to minimize such situations, when they do arise, it will provide as much advance notice as possible. In these instances, the City will require support from the consultant.

### Analytical Reporting Requirements

#### 1. State Reporting

In compliance with Title 22, the consultant is responsible for reporting relevant test results to the State Water Resources Control Board, Division of Drinking Water, using the established reporting tools and methods, such as EDT and Write-On. Considering that the City of Fresno operates a large water system with frequent changes to its list of sources, it is recommended to regularly update the Water Systems and Source Library files through the State's website.

#### 2. WaterTrax Reporting

The City currently utilizes WaterTrax, an online information management and reporting platform provided by Aquatic Informatics. WaterTrax enables laboratories to upload data, which is securely stored on redundant servers. Authorized users, such as the City of Fresno, have access to secure areas to review and approve data, configure alarms and notification thresholds, map source results, and generate reports. Laboratories (Consultants) must be



registered users to upload data to WaterTrax.

As the City seeks to transition fully to a digital operation, laboratories will be required to submit all results through WaterTrax. This responsibility extends to uploading both internal data and any data generated by subcontracted laboratories, should those laboratories be unable to do so themselves. Timely uploads of all results are essential, as these data are critical for reporting purposes.

The reportable constituent names and units (e.g., mg/L, ng/L) are specified in Attachment 5 and will be confirmed with the selected laboratory. Additionally, it is imperative that the integrity of the over 2,400 registered data points in WaterTrax is maintained to prevent discrepancies in the existing database.

### 3. City of Fresno Reporting

In addition to the reporting requirements for the State and WaterTrax, the City mandates the submission of PDF reports for every submission made by the consultant. Paper reports will no longer be accepted. These PDF reports must utilize Optical Character Recognition (OCR) technology to facilitate efficient filing and retrieval by City staff. The consultant must ensure all reports are provided in PDF/OCR format, with the sole exception of the chain of custody (COC) form, which is exempt from OCR formatting due to variability in handwriting styles. Specific email subject line formats will be provided prior to the commencement of work.

The current process for handling COC documentation involves laboratory staff verifying the COC, checking sample counts, and measuring sample temperatures upon delivery. The COC is then barcoded with a submission number, and a copy is provided to the sampler. City staff log the COC into the database and convert it to a PDF for future reference, such as for invoice verification. This process will remain in place with one modification:

If any discrepancies arise on the COC—such as invalidation of a sample, undelivered samples despite a marked checkbox, or canceled samples—the laboratory staff must immediately email an annotated PDF copy of the updated COC to City staff to ensure we have the most current version for reference.

When analysis is complete and results are available, but the final report is not yet ready, the City requires a copy of the preliminary results as soon as possible. Typically, results are available in both EDT and non-EDT formats before they appear in WaterTrax or the final report. The City requests that all results be submitted promptly upon availability.

The final report should be submitted in PDF format and must include the cover letter, case narrative, test results, quality control data, certificate of analysis, and the chain of custody. This report must also include all relevant data submitted by any subcontracted laboratories.

The final report will be the submission invoice, which will be discussed in further detail below. Summary of Reporting Requirements to the City:

1. All results in EDT and non-EDT formats.
2. A complete report, including cover letter, case narrative, test results, QC data, certificate of analysis, and chain of custody.
3. Submission invoice.

### Reporting Units

Water Division staff regularly perform WaterTrax queries each month to generate reports for customers and regulatory agencies. However, it has been noted that reports often contain discrepancies where the same constituent is reported in different units. For instance, 1,2,3-TCP may appear in both µg/L and ng/L. Additionally, inconsistencies occur when constituents are listed with slightly varying descriptions, leading to multiple entries for the same compound, such as Ethylene dibromide being reported as both “Ethylene dibromide / EDB in µg/L” and “Ethylene dibromide in µg/L.”

These inconsistencies require substantial staff effort to reconcile reports and ensure that each constituent is consistently presented with a single description and unit of measurement. To mitigate this issue, a list of constituents, along with their standardized descriptions and reporting units, will be provided in Attachment 5 and shared with the selected laboratory prior to the commencement of work for the City.

It is important to emphasize that the first 24 chemicals listed are the most frequently reported and are critical for maintaining accuracy within our database. The objective is to ensure uniformity in all reports generated.

### Special Reporting Limits for 1,2,3-TCP

Please note that the State MCL and the State Detection Limit for Reporting, DLR, for 1,2,3-TCP are the same, 5 ng/L. Because we have numerous GAC treatment sites to address TCP treatment and must monitor the mass-transfer zone in the GAC bed as well as the effluent, it is critical that we know as far in advance as possible, the concentrations as we approach break-through on the GAC bed. Therefore, we require a lower detection limit than the State requires so that we avoid exceeding the MCL in the final effluent serving our distribution system. The laboratory must be able to detect and report to the city at the lowest possible limit we know of. The City shall require a City detection limit of 0.7 ng/L.

### Internet Presence

The consultant is required to maintain a secure online platform that provides the City with password-protected access to its data. City staff must be able to access this data from any internet-enabled device, not limited to City-owned computers. Multiple staff members will be authorized to access the system using individual login credentials. Access to the consultant's system will be granted only with the approval and authorization of the City's designated Water Division Administrator.

The City must have access to completed reports and be able to track the status of samples

currently in process. The system should support a variety of search criteria, allowing City staff to query the database efficiently. At a minimum, the search functionality should include criteria such as sample date, submission number, test method, sample location, and processing status.

Other Services

At the City's request, the consultant shall perform research and provide reports on chemical detections below the Detection Limit for Reporting (DLR) levels, retrieve and supply chromatograms of analyses, prepare specialized reports, and deliver other professional services as required.

SCHEDULE OF FEES AND EXPENSES

Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
<i>Water</i>					
1,2,3-Trichloropropane by GC-MS SIM	SRL 524M-TCP	1	10	\$100.00	\$100.00
Alkalinity (CaCO3, HCO3/CO3/OH) by Titration	SM 2320B	1	10	\$30.00	\$30.00
Arsenic (Total) by ICP-MS	EPA 200.8	1	10	\$18.00	\$18.00
Asbestos, Drinking Water	Method (EPA 600/R-9	1	10	\$200.00	\$200.00
Biochemical Oxygen Demand (BOD)	SM 5210B	1	10	\$36.00	\$36.00
Bromate by Ion Chromatography	EPA 317.0	1	10	\$40.00	\$40.00
Bromide by Ion Chromatography (Low Level)	EPA 300.1	1	10	\$25.00	\$25.00
Carbamates by HPLC	EPA 531.1	1	10	\$90.00	\$90.00
Carbon Dioxide by RSK 175	-	1	10	\$175.00	\$175.00
Chlorinated Acid Herbicides by GC-ECD	EPA 515.4	1	10	\$90.00	\$90.00
Chromium (Total) by ICP-MS	EPA 200.8	1	10	\$18.00	\$18.00
Coliform, Presence/Absence by Colilert	SM 9223B	1	10	\$18.00	\$18.00
Coliform, Total and E.Coli by Quanti-Tray 51 Wells	SM 9223B	1	10	\$18.00	\$18.00
Coliform, Total and E.Coli by Quanti-Tray for SW	SM 9223B	1	10	\$18.00	\$18.00
Color by Nessler Tube	[See Details]	1	10	\$25.00	\$25.00
Cyanide by Colorimetry	SM 4500-CN E	1	10	\$42.00	\$42.00
Diquat by HPLC	EPA 549.2	1	10	\$100.00	\$100.00
Dissolved Oxygen (DO) by Winkler Titration	SM 4500-O C	1	10	\$30.00	\$30.00
EDB and DBCP by GC-ECD	EPA 504.1	1	10	\$60.00	\$60.00
Electrical Conductivity (EC)	SM 2510B	1	10	\$12.00	\$12.00
Endothall by GC-MS	EPA 548.1	1	10	\$100.00	\$100.00

EPA 505 - Simazine, Atrazine, and Alachlor Only	EPA 505	1	10	\$90.00	\$90.00
EXT-EPA 522 1,4-Dioxane	Subcontract	1	10	\$200.00	\$200.00
Field Blank Perfluorinated Compounds by LC-MS/MS	EPA 537.1	1	10	\$250.00	\$250.00
Fluoride by Ion Chromatography	EPA 300.0	1	10	\$18.00	\$18.00
General Mineral Analysis Package	[See Details]	1	10	\$150.00	\$150.00
General Physical Package	[See Details]	1	10	\$40.00	\$40.00
Glyphosate by HPLC	EPA 547	1	10	\$100.00	\$100.00
Gross Alpha	EPA 900.0	1	10	\$65.00	\$65.00
Haloacetic Acids by GC-ECD	[See Details]	1	10	\$90.00	\$90.00
Heterotrophic Plate Count (48 Hour)	SM 9215B	1	10	\$18.00	\$18.00
Hexavalent Chromium by Ion Chromatography	EPA 218.7	1	10	\$45.00	\$45.00
Iron (Total) by ICP	EPA 200.7	1	10	\$18.00	\$18.00

Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
<i>Water</i>					
Lead, Copper Rule Analysis Package	[See Details]	1	10	\$38.00	\$38.00
Lithium by ICP	EPA 200.7	1	15	\$30.00	\$30.00
Manganese (Total) by ICP	EPA 200.7	1	10	\$18.00	\$18.00
MTBE by GC-MS	EPA 524.2	1	10	\$55.00	\$55.00
Nitrate (N) by Ion Chromatography	EPA 300.0	1	10	\$18.00	\$18.00
Organic Carbon, Total (TOC)	SM 5310C	1	10	\$42.00	\$42.00
Organohalide Pesticides and PCBs by GC-ECD	EPA 505	1	10	\$90.00	\$90.00
Orthophosphate (o-PO4) by Ion Chromatography	EPA 300.0	1	10	\$18.00	\$18.00
Perchlorate by Ion Chromatography (CLO4/EC)	[See Details]	1	10	\$50.00	\$50.00
Perfluorinated Compounds by LC-MS/MS	EPA 537.1	1	10	\$250.00	\$250.00
PFAS Short Chain	EPA 533	1	10	\$295.00	\$295.00
PFAS Short Chain Field Blank	EPA 533	1	10	\$295.00	\$295.00
pH	SM 4500-H+ B	1	10	\$10.00	\$10.00
Radium 226-DW	Subcontract	1	10	\$150.00	\$150.00
Radium 228-DW	Subcontract	1	10	\$150.00	\$150.00
Residual Chlorine, Field	Chlorine (Field)	1	10	\$0.00	\$0.00
Semi-Volatile Organics by GC-MS	EPA 525.3	1	10	\$110.00	\$110.00

Solids, Total Suspended (TSS)	SM 2540D	1	10	\$20.00	\$20.00
Title 22 (CA SDWA) GM/IO/GP	[See Details]	1	10	\$282.00	\$282.00
Title 22 (CA SDWA) GM/IO/GP (excl. CN)	[See Details]	1	10	\$240.00	\$240.00
Title 22 (CA SDWA) GM/IO/GP (excl. MBAS,CN,Pb,Cu)	[See Details]	1	10	\$240.00	\$240.00
Trihalomethanes by GC-MS	[See Details]	1	10	\$60.00	\$60.00
Turbidity	SM 2130B	1	10	\$12.00	\$12.00
UCMR5 EPA 533	EPA 533	1	15	\$300.00	\$300.00
UCMR5 EPA 533 Field Blank	EPA 533	1	15	\$125.00	\$125.00
UCMR5 EPA 537.1	EPA 537.1	1	15	\$200.00	\$200.00
UCMR5 EPA 537.1 Field Blank	EPA 537.1	1	15	\$0.00	\$0.00
Uranium, Radiological by ICP-MS/Calculation	[See Details]	1	10	\$25.00	\$25.00
Volatile Organics by GC-MS	[See Details]	1	10	\$84.00	\$84.00
<i>Solid</i>					
Carbon Black Analysis Package	[See Details]	1	10	\$725.00	\$725.00

Notes

For analyses with seven or more days of holding time, additional surcharges will be applied if samples are received with three days or less of the holding time remaining. For large bottle orders, charges will also be applied for bottles returned unused. BSK will not be responsible for return shipping charges of unused bottles.

## Rush surcharges:

1 day = 200%

2 day = 100%

3 day = 50%

4-5 day = 25%



## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **Consultant Service Agreement between City of Fresno (City) And BSK Associates (Consultant) Potable and Non-Potable Water Analysis**

#### **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 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. Consultant shall establish additional insured status for the City under the General Liability policy 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. 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. All policies of insurance shall 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 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 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 five-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (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 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 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, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

### 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 City 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 City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file

EXHIBIT C  
DISCLOSURE OF CONFLICT OF INTEREST  
Potable and Non-Potable Water Analysis

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

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

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☐ Additional page(s) attached.

DocuSigned by:  
*Renea Rangel*  
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Signature  
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3/20/2025  
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Date  
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3/20/2025  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
BSK Associates  
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