

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

THIS AGREEMENT is made and entered into effective the 17th day of January 2019, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Carollo Engineers, Incorporated, a Delaware Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional civil engineering services for waste gas flare improvements at the Fresno/Clovis Regional Reclamation Facility (RWRf), hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a Civil 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 August 15, 2020, 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 five hundred and forty (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 not to exceed Nine Hundred and Six Thousand, Three Hundred and Fifty Dollars (\$906,350.00), paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of CITY business. 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 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: Michael Carbajal
Michael Carbajal,
Director
Department of Public Utilities

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: Cindy Brewer 1/22/19
Deputy

No signature of City Attorney required.
Standard Document #DPU-S 8.2 has been
used without modification, as certified by
the undersigned.

By: Matthew L. Bullis
Matthew L. Bullis
Professional Engineer
Department of Public Utilities

REVIEWED BY: Dejan Pavic
Dejan Pavic,
Supervising Professional Engineer
Department of Public Utilities

Addresses:
CITY:
City of Fresno
Attention: Matthew L. Bullis,
Professional Engineer
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1632
FAX: (559) 498-4126

Attachments:

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

Carollo Engineers, Inc.,
a Delaware Corporation

By: Eric Cazares

Name: : ERIC CAZARES

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

By: Michael Barnes

Name: MICHAEL BARNES

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

Any Applicable Professional License:

Number: C73351

Name: ERIC CAZARES

Date of Issuance: 7/31/08

CONSULTANT:

Carollo Engineers, Inc.
Attention: Eric Cazares,
Associate Vice President
710 W. Pinedale Ave.
Fresno, CA 93711
Phone: (559) 436-6616
FAX: (559) 436-1191

Exhibit A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (“City”)
and Carollo Engineers (“Consultant”)
Waste Gas Flare Improvements at the RWRF
PROJECT TITLE

INTRODUCTION

The CITY currently uses a SCADA-controlled John Zink, Model ZTOF waste gas with a capacity of 1,100 scfm as the primary and sole waste gas flare at the Regional Water Reclamation Facility (RWRF). In order to increase capacity and improve redundancy, the CITY is requesting proposals from qualified firms to prepare plans and specifications the Waste Gas Flare Improvements Project (Project), which will include a new 3,200 scfm capacity secondary flare. This secondary flare will be constructed adjacent to the primary flare and tie into the existing raw digester gas line and SCADA controls. The two flares will have the ability to operate either in parallel or in series with the existing primary flare.

BACKGROUND

This Scope of Work includes services for Carollo (CONSULTANT) to complete design of a new flare. Over the last several years, the San Joaquin Valley Air Pollution Control District (SJVAPCD) has been working to revise the rule governing the emissions from flares, SJVAPCD Rule 4311 (Flares). The revisions have been prompted by SJVAPCD's adopted 2016 Plan for the 2008 8-Hour Ozone Standard which has a commitment to amend District Rule 4311 (Flares). The SJVAPCD has committed to amend Rule 4311 to include ultra-low NO_x flare emission limitations for existing and new flaring activities and to include additional flare minimization requirements to the extent that such controls are technologically achievable and economically feasible. These requirements are very similar to the new requirements imposed by the South Coast Air Pollution Control District, so the likelihood of the requirements not being implemented by SJVAPCD are slim. While Rule 4311 has not yet been revised, given the very clear objectives of SJVAPCD, the likelihood of this happening in the very near future is great, and given the language SJVAPCD has used to date, this rule revision will affect both new and existing flares. With this in mind it is very unlikely that any new flare permitted by the CITY will have the same requirements as the existing flare and it is also equally likely that the new flare installation will trigger retrofit/replacement of the existing flare.

In light of these potential rule changes, Carollo will evaluate three (3) potential alternatives during the preliminary design of the Project. These alternatives include:

- Design of a new low emission enclosed flare with a capacity of 3,200 scfm;
- Design a new ultra-low NO_x emission enclosed flare with a capacity of 3,200 scfm; and
- Design of a new ultra-low NO_x emission enclosed flare with a capacity of 3,200 scfm and replacement of the existing flare with a new 1,100 scfm enclosed flare.

The base Scope of Services assumes that the CONSULTANT will design a new low emission enclosed flare. If the ultra-low NO_x emission enclosed flare or retrofit or replacement of the existing flare is needed based on the results of the Basis of Design Report, the CITY will authorize either Task 8.0 or 9.0 (Optional Tasks).

SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT AND QUALITY MANAGEMENT

The purpose of this task is to establish and maintain effective project management and communication for the duration of the project.

Task 1.1 – Project Management Plan

CONSULTANT is responsible to lead and manage the efforts of the Project Team, including the Permitting Consultant, Geotechnical Consultant, and the Surveyor.

CONSULTANT will develop a Project Management Plan to define critical elements of the project, and the metrics to measure successful completion of these elements. CONSULTANT will develop the Project Management Plan defining work breakdown structures, budget requirements, schedule and milestone requirements, Quality Control requirements, and internal and external communication protocol. The Project Management Plan will be developed using standard Carollo Project Management tools.

Deliverables

- Draft and Final Project Management Plan (electronic file in MS Word and/or PDF).

Task 1.2 – Project Kick-Off Meeting

The project kick-off workshop will include the key members of the project team as necessary to discuss the Project Management Plan, to acquaint participants with the purpose of and expectations for the project, describe team member roles and responsibilities, describe project procedures, summarize scope and schedule, and review significant issues and project priorities. The primary focus will be to discuss primary project issues and needs with the Project Team, and define key implementation steps and confirm key schedule milestones.

Deliverables

- Agenda and meeting minutes (electronic file in MS Word and/or PDF).

Task 1.3 – Monthly Progress Meetings

The CITY and CONSULTANT will meet monthly to discuss progress and development of the Project. The meetings will be held at the CITY offices, project site, other locations, or via teleconference as conditions dictate, and as determined to be needed for the benefit of the project. The meeting date will be maintained for a specific day of the month (e.g., first Tuesday at 8:00 AM). CONSULTANT'S Project Manager will be present for the meetings and will present a summary of the ongoing work, issues pending, action items, etc. Participants will discuss outstanding or upcoming project issues. CONSULTANT will prepare summaries of the progress meetings. A decision log will be maintained during the course of the meetings and updated monthly.

Deliverables

- Final meeting minutes distributed electronically within seven (7) calendar days following each meeting.
- Decision log distributed within seven (7) calendar days following each meeting.
- Summary of Action Items.

Task 1.4 – Monthly Progress Reports

CONSULTANT will prepare monthly project progress reports to summarize the project work progress, issues, and scope and budget status. Monthly progress reports will include:

- A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated, and work scheduled for the next reporting period.
- A cost report that shows the current period and accumulated expenditures to date, the approved not to exceed fee, the estimated cost of completion, and a comparison of the latter two to show any variation. The cost report will include design or task percent complete versus scope task. The cost report will include a separate accounting and detail of expenditures for any approved additional services.
- A schedule that compares actual progress to planned performance. The report will include a description of known or possible impacts on the schedule.
- A summary of labor expenditures, direct costs, and billed subconsultant charges. Invoices, transmitted separately from the Progress Reports, will be organized such that the billing categories for scope of services tasks correspond with the tasks identified in this Scope of Services.

Deliverables

- Monthly progress report (electronic file in MS Word and/or PDF).
- Monthly invoice.

Task 1.5 – Team Project Management

CONSULTANT will lead and manage the efforts of the Project Team, the Permitting Consultant, the Geotechnical Consultant, and the Surveyor, and the project schedule and budget for work tasks milestones during Tasks 0.0 through 5.0.

Task 1.6 – Decision Log

CONSULTANT will maintain a decision log throughout the project to record the decisions made by the project team. The decision log shall contain decisions made during technical workshops and project meetings, as well as during telephone calls or emails. The decision log shall list the date the decision was made, the type of meeting in which it was made (e.g., regular design meeting, telephone conversation, etc.), the individual involved in the decision, and the nature of the decision.

Deliverables

- Updated decision log (presented with meeting notes).

TASK 2.0 – Permitting and Non-Design Support Services

Task 2.1 – Permitting Support

Task 2.1.1 – Preliminary Design Support

The Permitting Consultant will provide an advisory role in regards to regulatory/permitting considerations as flare alternatives are evaluated in the Basis of Design Report. The Permitting Consultant will review the existing site air permits and applicable regulations, and prepare preliminary emission calculations for use in initial new source review (NSR) evaluation.

Assumptions

- The Permitting Consultant will participate in one (1) meeting with SJVAPCD permitting staff.

Task 2.1.2 – Application Preparation

Following completion of the Basis of Design Report, the Permitting Consultant will prepare an application package including project description, forms, flare specifications, emission calculations including NSR analysis (i.e., best available control technology [BACT], toxics BACT, lowest achievable emissions reductions [LAER], and emissions offsets needs).

During the application preparation process, the Permitting Consultant will participate in regulatory meetings/communications with the CITY and SJVAPCD permitting staff, as needed, and will also provide permitting-related material to the CITY as-needed

Task 2.1.3 – Post-Application Support

The Permitting Consultant will provide a Draft Application to the CITY for review and comment. The Permitting Consultant will revise the application, as needed, and repeat the review/revision process until final approval by the CITY is attained. The application will be submitted to SJVAPCD by the CITY.

The Permitting Consultant will communicate with SJVAPCD permitting staff and the CITY as needed during the application evaluation process. Such communications may include responding to SJVAPCD requests for additional information, revising emissions calculations or forms, providing additional flare technical information, or meetings/conference calls.

Once draft authorities to construct (ATCs) and draft application evaluation review reports are provided by the SJVAPCD, the Permitting Consultant will review these documents and provide comments as needed.

Assumptions

- CITY will be responsible for obtaining all permits from the SJVAPC for the new flare(s).

TASK 3.0 – PHASE 1 – SCHEMATIC DESIGN

The purpose of the Schematic Design effort is to finalize the basis of design for the new and existing flare. This phase will also include design engineering project elements for topographic surveying, and geotechnical engineering.

Task 3.1 – Engineering Support Field Work - Surveying

Surveyor shall provide topographic surveys for the following Project elements:

- Grass area east of Digester 1, 2, 3, and 4 with dimensions of approximately 100 feet by 150 feet.

Assumptions

- Services provided by CONSULTANT in this task include completion of survey information only.

Deliverables

- Stamped and signed topographic survey map, in AutoCAD 2010.
- CONSULTANT shall furnish a design field survey including the following elements:

- o Contour lines (at 1 foot intervals)
- o Boring locations
- o Utility manhole or valve box locations
- o Other utility locations (telephone, gas, power, water, sewer, etc.)

Task 3.2 – Engineering Support Field Work - Geotechnical

Geotechnical Consultant shall provide hazardous conditions explorations and geotechnical data required for structural and civil design, including but not limited to:

- Recommended site-specific seismic spectral analysis and design criteria as required to meet Building Code seismic design
- Soil stability and recommended measures for unstable soils as related to open trench excavation, open cut construction, and micro tunneling or directional drilling
 - Groundwater elevation
 - Expected structural settlement
 - Recommended foundation sub-base
 - Corrosivity evaluation of soils

Assumptions

- CONSULTANT shall secure special permits required for field investigations required for geotechnical confirmation.
- The scope of work includes standard lab analysis to confirm soil type and grain size distribution, potential for settlement/liquefaction, and soil chemical properties including corrosion potential.

Deliverables

- Draft and Final Geotechnical Report — three (3) hard copies and electronic file in MS Word and/or PDF.

Task 3.3 – Basis of Design Report

Task 3.3.1 – Evaluation of Flare Alternatives

CONSULTANT will prepare a preliminary evaluation of the three (3) flare design alternatives previously discussed with the CITY including:

- Design of a new low emission enclosed flare with a capacity of 3,200 scfm;
 - Design of a new ultra-low NOx emission enclosed flare with a capacity of 3,200 scfm;
- and
- Design of a new ultra-low NOx emission enclosed flare with a capacity of 3,200 scfm and replacement of the existing flare with a new 1,100 scfm enclosed flare.

CONSULTANT will develop an alternative analysis technical memorandum summarizing the cost for these three (3) alternatives.

Deliverables

- Draft and Final Technical Memorandum with summary comparison matrices, including advantages, disadvantages, costs, and initial recommendations – this information to be presented in a group workshop with CITY (electronic file in MS Word and/or PDF).

Task 3.3.2 – Flare Alternatives Workshop

CONSULTANT will present the evaluation of the three (3) flare design alternatives to CITY to compare/contrast alternatives and define the preferred alternative in a workshop.

Deliverables

- Draft and final summary comparison matrices, including advantages, disadvantages, treatment, and construction cost comparisons, and initial recommendations in a workshop presentation (electronic file in MS Word and/or PDF).
- Meeting notes to document findings, conclusions, and key decisions (electronic file in MS Word and/or PDF).

Task 3.3.3 – Digester Gas Storage Analysis

The CITY currently has a Dystor installed on Digester 7 that provides storage within the RWRF's digester gas system. The CITY currently operates the Dystor as a "wide spot in the line" and does not allow the volume of the Dystor to fluctuate and modulate the gas pressure in the system. While the Dystor has served the CITY well, it may be beneficial to change the operation of the Dystor to optimize the operation of the new flare. For example, ultra-low NOx enclosed flares require an extended warm-up. Allowing the Dystor to store gas during this warm-up period could allow for the new, larger flare to come online during an outage of the gas treatment facilities without venting digester gas to atmosphere. The CITY is also changing how it beneficially uses digester gas and is partnering with Colony Energy to treat and manage the gas.

With it being time for Digester 7 to be taken out of service and cleaned, the need for installation of a new flare and potential replacement of the existing flare, and a change in how the CITY manages its digester gas, the CONSULTANT shall evaluate the following elements and include the analysis and recommendations as part of the Basis of Design Report:

- New operational scenario that incorporates the final selected flare strategy, use of the existing Dystor, and Colony Energy's short-term plans for treating and off hauling
- New operational scenario that incorporates the final selected flare strategy, use of the existing Dystor, and Colony Energy's long-term plans for treating and injecting the gas into PG&E's pipeline
 - o In order for these systems to operate, CONSULTANT will evaluate gas storage facilities in addition to the existing Dystor (i.e., second Dystor gas holder), and conversion of Digester 7 to a gas holder (i.e., no digestion in Digester 7).

The storage evaluation will occur after the new flare technology is selected and the fate of the existing flare is determined.

Assumptions

- Based on preliminary conversations with Evoqua, the condition of the Dystor warrants reinstalling the existing membrane system following cleaning of Digester 7 (planned for 2018).
- The design services identified in this Scope of Work exclude modifications to Digester 7 to convert it to a gas holder, modifications to the existing Dystor, or the design of a second gas holder necessary to support the operation of the new flare(s).

Task 3.3.4 –Basis of Design Report

The purpose of this work element is to provide additional engineering details and establish the engineering basis of design for the flare design alternative identified with the CITY as part of the Flare Alternatives Workshop. CONSULTANT shall expand on the selected alternative, and include sufficient additional engineering to define the basis of design. The Basis of Design Report will include but is not limited to the following:

- Final process schematic, which shows the recommended alternatives and interconnecting piping
- Final design criteria for the flare and appurtenant systems
- Final layout and site plan including the new flare(s), possible future facilities, and electrical equipment
- Process piping diagrams
- Review of options and recommendations for incorporation of the new flare(s) into the existing plant SCADA system. Block diagram showing proposed new SCADA systems for the flare(s) will be developed. The evaluation will also include recommended instrumentation and control strategy, to be compatible and fully integrated with existing CITY SCADA system
- Confirmation of electrical service to flare(s) including:
 - o Preparation of a single line diagram
 - o List of major equipment and summary of long lead items
 - o Summary delineation of agency permitting requirements and design features as may be required for the project including air emissions (e.g., SJVAQMD), etc.

Deliverables

- Basis of Design Package including drawings and supporting information as necessary to define process elements sufficient in detail to serve as the basis for final design — five (5) hard copies and electronic file in MS Word and/or PDF.

Task 3.4 – Schematic Design Documents

CONSULTANT shall complete the Schematic Design Documents (30 percent design documents) for the Project based on the outcome of the acceptance of the Basis of Design documents. Design services include preparation of design documents, internal design check, and updated construction cost estimate.

Assumptions

- CONSULTANT will prepare the design drawings using MicroStation CAD software. Construction drawings will include general, civil, structural, mechanical, electrical, instrumentation, and other typical detail drawings.
- Technical specifications will be prepared using CONSULTANT'S standard specifications. General Conditions shall be based on CITY standard format.

Deliverables

- Schematic Design Documents — five (5) hard copies and electronic version in AutoCAD, MS Word and/or PDF, which shall include the following:
 - o Revisions to basis of design (if necessary) to document key design decision and changes from the preliminary design.
 - o Control descriptions for operation of the flare(s) and Dystor.
 - o Process and Instrumentation Diagrams (PIDs) for flare(s).
 - o Updated drawing list.
 - o Updated civil site layout.
 - o Updated structural plans and elevations.

- o Mechanical equipment layouts with major piping.
- o Electrical site layouts.
- o Electrical single-line diagram with power sources.
- o Electrical plan views for location of major equipment and control panels.
- o Control panel elevations.
- o Equipment list and equipment data sheets for major equipment.
- o Specification table of contents.
- o Preliminary specifications for major equipment.

Task 3.5 – Schematic Design Cost Estimate

The purpose of this task is to prepare cost estimates for the Project based on the final basis of design and project scope.

Deliverables

- Draft and Final Cost Estimate — five (5) hard copies and electronic version in MS Word and/or PDF, with cost estimate subdivided by specification section.

Task 3.6 – Schematic Design Workshop

CONSULTANT will present the 30 percent design submittal for the Project and cost estimate to CITY staff. The objective of the workshop is to discuss changes from the Basis of Design, and solicit CITY review comments.

Deliverables

- Workshop agenda — five (5) hard copies and electronic file in MS Word and/or PDF.
- Workshop handouts — five (5) hard copies and electronic file in MS Word and/or PDF.
- Meeting minutes to document findings, conclusions, and key decisions (electronic file in MS Word and/or PDF).
- Updated Decision Log (electronic file in MS Word and/or PDF).

TASK 4.0 – PHASE 2 – DESIGN DEVELOPMENT

The purpose of the Phase 2 work is to complete engineering services through 60 percent design. The Phase 2 work will include 60 percent design level submittals and a review workshop with the CITY.

Task 4.1 – 60-Percent Design Submittal

Design services include preparation of updated design documents, internal review, and updated construction cost estimate for the Project.

Assumptions

- The 60 percent design package will include specification table of contents and preliminary specifications for major process equipment.

Deliverables

- 60 Percent Design Documents — five (5) hard copies and electronic version in AutoCAD, MS Word and/or PDF, which shall include the following:
 - o Revisions to basis of design (if necessary) to document key design decision and changes from the preliminary design.

- o Updated control descriptions for the flare(s) and the Dystor.
- o Updated Process and Instrumentation Diagrams (PIDs).
- o Updated drawing list.
- o Updated civil site layout.
- o Updated structural plans and elevations.
- o Updated mechanical equipment layouts with major piping.
- o Updated electrical site layouts.
- o Updated electrical single-line diagram with power sources.
- o Updated electrical plan views for location of major equipment and control panels.
- o Updated control panel elevations.
- o Updated equipment list and equipment data sheets for major equipment and timelines for long-lead equipment and/or components.
- o Updated specification table of contents.
- o Updated specifications for major process equipment and pipelines.

Task 4.2 – 60-Percent Design Cost Estimate

The purpose of this task is to update cost estimates for the Project based on the 60 percent design.

Deliverables

- Draft and Final Cost Estimate — five (5) hard copies and electronic version in MS Word and/or PDF, with cost estimate subdivided by specification section.

Task 4.3 – 60-Percent Design Workshop

CONSULTANT will present the 60-percent design submittal and cost estimate to CITY staff. The objective of the workshop is to discuss changes from the 30-percent design, and solicit CITY review comments.

Deliverables

- Workshop agenda — five (5) hard copies and electronic file in MS Word and/or PDF.
- Workshop handouts — five (5) hard copies and electronic file in MS Word and/or PDF, excluding 60-Percent Design Documents.
- Meeting minutes to document findings, conclusions, and key decisions (electronic file in MS Word and/or PDF).
- Updated Decision Log (electronic file in MS Word and/or PDF).

TASK 5.0 – PHASE 3 – CONTRACT DOCUMENTS

The purpose of the Phase 3 work is to complete engineering services through 90 and 100 percent design. The Phase 3 work will include a 90 percent design review workshop with the CITY and will culminate in 100 percent design level submittal of bid-ready contract documents.

Task 5.1 – 90-Percent Design Submittal

Design services include preparation of updated design documents, internal review, and updated construction cost estimate.

Assumptions

- CONSULTANT will meet with and coordinate review of the 90 percent design documents as necessary to facilitate approval for off-site improvements with other CITY agencies.

- The 90-percent design package will include specification table of contents and final specifications for major process equipment and pipelines.

Deliverables

- 90 Percent Design Documents — five (5) hard copies and electronic version in AutoCAD, MS Word and/or PDF, which shall include the following:
 - o Final control descriptions.
 - o Final PIDs.
 - o Final drawing list.
 - o Final civil site layout.
 - o Final mechanical equipment and piping layout.
 - o Final structural plans and elevations.
 - o Final electrical site layouts (including load banks).
 - o Final electrical single-line diagram with power sources.
 - o Final electrical plan views for location of major equipment and control panels.
 - o Final control panel elevations.
 - o Final specifications.
 - o Final construction cost estimate.

Task 5.2 – 90-Percent Design Cost Estimate

The purpose of this task is to update cost estimates for the Project based on the 90 percent design.

Deliverables

- Draft and Final Cost Estimate — five (5) hard copies and electronic version in MS Word and/or PDF, with cost estimate subdivided by specification section.

Task 5.3 – 90-Percent Design Workshop

CONSULTANT will present the 90-percent design submittal and cost estimate to CITY staff. The objective of the workshop is to discuss changes from the 60-percent design, and solicit CITY review comments.

Deliverables

- Workshop agenda — five (5) hard copies and electronic file in MS Word and/or PDF.
- Workshop handouts — five (5) hard copies and electronic file in MS Word and/or PDF excluding 90-Percent Design Documents.
- Meeting minutes to document findings, conclusions, and key decisions (electronic file in MS Word and/or PDF).
- Updated Decision Log (electronic file in MS Word and/or PDF).

Task 5.4 – 100-Percent Design Submittal

CONSULTANT shall deliver final plans and specifications, stamped and signed, ready to issue for bid. CONSULTANT will incorporate comments from the CITY review of the 90-percent submittal into a final set of drawings and specifications that are stamped and signed.

Assumptions

- CONSULTANT will reproduce the Contract Documents for bidding purposes.
- CITY will advertise the Project, and will be responsible for sale of bid documents.

Deliverables

- Two (2) copies of 24 x 36 final drawings and specifications complete and bound for CITY reference sets.
- Two (2) copies of 11 x 17 final drawings and specifications complete and bound as a bid document.
- One (1) print ready master set of final drawings and specifications, stamped and signed.
- One (1) electronic copy of the drawing files in AutoCAD and their corresponding plot configuration files.
- One (1) electronic copy of the specifications.
- Final cost estimate (electronic version in PDF).
- Final construction schedule (electronic file in PDF).

TASK 6.0 – PHASE 4 – BID SERVICES

The purpose of the Phase 4 work is to complete engineering bid period services. The Phase 4 work will include response to bidder questions, and bid document addenda. Phase 4 will culminate with the bid review assistance.

Task 6.1 – Pre-Bid Meeting

CONSULTANT will assist the CITY in meeting with potential bidders at a site tour and providing an understanding of the project requirements. CONSULTANT will develop a preliminary outline for the CITY's use in conducting the pre-bid conference and site tour. CONSULTANT will prepare and distribute meeting notes to the CITY.

Deliverables

- Preliminary outline for pre-bid conference and site tour and attendance at both.
- Meeting minutes for the pre-bid conference and site tours, which will include questions and answers, discussed at the conference (electronic file in MS Word and/or PDF).

Task 6.2 – Technical Assistance

CONSULTANT will answer bidder technical questions regarding the design during the bidding process.

Assumptions

- The scope and budget assumes addenda will be prepared during the bidding phase. The scope and budget assumes bidder questions will be logged by the CITY, delivered to the CONSULTANT as required, and answered by referencing bidder to the appropriate drawings or specifications.

Deliverables

- Addenda to be distributed to all plan holders by CITY.
- Bid period question and answer log.

Task 6.3 – Conformed Documents

CONSULTANT shall prepare conformed drawings and specifications (updated design drawings and specifications to include revisions contained in the addenda).

Deliverables

- One (1) set of specification originals.
- Electronic files of all conformed drawings and specifications in AutoCAD and MS Word and/or PDF.
- Two (2) sets of conformed half-sized drawings.
- Two (2) sets of conformed specifications.

TASK 7.0 – PHASE 5 – ENGINEERING SUPPORT DURING CONSTRUCTION

The purpose of the Phase 5 work is to complete engineering services during construction. The Phase 5 work will include submittal review, response to Contractor questions, change order assistance, site visits/meetings, and startup assistance.

Construction support services include the combined office engineering, and start-up/training services and Project Close Out services. CONSULTANT shall provide the construction support services as described herein. The scope of these services is based on a construction period of 24 months from Contractor notice-to-proceed to project completion.

It is assumed that the project will have third party construction management and inspection services during construction. For the purposes of the scope of work presented herein, the third party construction manager will be referred to as "CONSTRUCTION MANAGER."

Task 7.1 – Preconstruction Conference

CONSULTANT will assist the CITY in attending the preconstruction conference to help provide understanding of the project to the Contractor and CONSTRUCTION MANAGER.

Task 7.2 – Shop Drawing Review

CONSULTANT shall receive, log, review, comment on and return shop drawings, submittals, and samples provided by the Contractor via the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER shall screen all submittals for form and general content conforming to that specified in the Contract Documents prior to transmitting them to the CONSULTANT. The purpose of reviewing submittals by CONSULTANT is to determine if the equipment and materials proposed by the Contractor will meet the design intent of the Project and the requirements stipulated in the Contract Documents.

Assumptions

- CONSULTANT's level of effort assumes the review of fifty (50) original submittals and ten (10) re-submittals.

Task 7.3 – Design Clarifications/Requests for Information

CONSULTANT shall respond to Contractor's Design Clarification (DC) and Requests for Information (RFIs) on the Contract Documents forwarded by the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER will screen the RFIs submitted by the Contractor and will transmit to the CONSULTANT only those RFIs which require a response by the CONSULTANT. The work will involve both written responses to formal requests for information, and informal verbal telephone response.

Assumptions

- CONSULTANT's level of effort assumes the review of forty five (45) RFIs.

Task 7.4 – Change Orders

In the event changes to the Contract Documents are required, the CONSULTANT will assist the CONSTRUCTION MANAGER in review of Change Order Request (COR) and preparation of Change Order (CO). CONSULTANT, at the request of the CONSTRUCTION MANAGER, shall either: review the COR prepared by the CONSTRUCTION MANAGER, or when COR requires redesign, prepare detailed CO specifications, drawings, and/or sketches. The CONSTRUCTION MANAGER will prepare all cost estimates for each change order, and negotiate with the Contractor the cost and extension of Contract Time associated with each change order. CONSULTANT will assist with field changes for which a change order is not issued as referred by the CONSTRUCTION MANAGER. Field changes shall be checked for general compliance with the intent of the design.

Task 7.5 – Attendance at Meetings/Site Visits

CONSULTANT'S representative shall attend and participate in project meetings as necessary at the job-site. During construction site visits to attend meetings, CONSULTANT'S design team's representative shall walk the job site with the CONSTRUCTION MANAGER to observe construction progress and discuss relevant construction issues.

Assumptions

- CONSULTANT shall attend meetings as necessary for the project duration to facilitate resolution of design issues construction issues as requested by CONSTRUCTION MANAGER or CITY. CONSULTANT's specialty disciplines shall visit the site as necessary to review the construction progress and assess general conformance with the Contract Documents.
- CONSULTANT'S level of effort for this task is based on a total of five (5) site visits.

Deliverables

- Summary of field notes to document the site visit (electronic file in MS Word and/or PDF).

Task 7.6 – Startup Assistance

CONSULTANT shall assist CITY, CONSTRUCTION MANAGER, and Contractor in the operation and startup of new processes. Operation and startup assistance shall generally follow procedures outlined in the Contract Documents. CONSULTANT will review Contractor's proposed plan and assist to define initial process setpoints and operational parameters. CONSULTANT shall be available to resolve startup and process issues and provide consultation and recommendations

Assumptions

- The scope and budget assumes startup assistance, includes review of Contractor's startup plan and field time during startup and commissioning.

Deliverables

- Summary review comments of Contractor's start-up plan (electronic file in MS Word and/or PDF).

Task 7.7 – Process Training Services

CONSULTANT will conduct training for each treatment process and related equipment. Training will be tailored to cover the treatment process design and operating intent, and will supplement training provided by the equipment manufacturer or supplier.

Assumptions

- CONSULTANT will provide prepare and conduct classroom presentations, field orientation, and question and answer sessions — assumption is two (2) sessions each with a duration of four (4) hours.

Deliverables

- Final training presentation materials.

Task 7.8 – Record Documents and Project Closeout

CONSULTANT will prepare Record Contract Drawings to incorporate modifications of Drawings resulting from change orders, observed site conditions, and construction contractor's record of construction.

Assumptions

- Construction changes will be monitored and recorded by the Contractor and CONSTRUCTION MANAGER. CONSULTANT will incorporate field markups at the end of construction and translate into electronic Record Contract Drawings.

Deliverables

- The electronic files of all construction record documents (AutoCAD and PDF format).
- Two (2) sets of full-sized drawings.
- Five (5) sets of half-sized drawings.

Task 7.9 – Operations and Maintenance Manual

The purpose of this task is to provide information that can be used to update the RWRF's existing Electronic Information Management System (EIMS). This information will provide the CITY with the necessary information to operate and maintain the flare(s) in an efficient and reliable manner. CONSULTANT will develop this information and populate the EIMS with O&M content for the Project under this task.

The software platform for the EIMS is based on Microsoft SharePoint 2010, an electronic content management system that will contain a variety of operations and maintenance information including facility and equipment descriptions, design criteria, process control narratives, design drawings, and vendor operations and maintenance (O&M) manuals. Using the EIMS, CITY staff will be able to access all of this information in an electronic format with an easy-to-use, graphical, user interface. In addition, the EIMS will be updatable and expandable for the CITY'S future efforts to improve the overall operations and maintenance of their facilities.

CONSULTANT will populate the following sections of the EIMS for the Project:

- Process Overview Schematic
- Area Procedures and Expectations
- Theory of Operation
- Design Criteria
- Equipment Data
- Instrument Data

- SOPs/EOPs
- Controls
- Alarms
- Operator Tips
- Safety
- Vendor O&Ms
- Documents
- Photos
- Drawings
- Video Library

CITY staff will review the draft EIMS section for the Project for content accuracy, level of detail, and conformance with established standards. The review will also be conducted to confirm the EIMS functionality and ease-of-use, including links to appropriate information, editing capabilities, and overall navigation. Comments from staff and management will be incorporated into the revised and final versions of each EIMS sections to improve the knowledge, accuracy, and usefulness of the O&M information.

Assumptions

- Server hardware and software licenses are not included in this task.
- Integration of EIMS with other CITY systems (i.e., SCADA, CMMS, etc.) is not included in this task. Placeholder links to other systems will be included based on the standard EIMS section templates developed for the RWRP.
- CITY staff will provide one, conformed version of comments to CONSULTANT for the EIMS content review.
- Deliverables will be provided in electronic format only. For review purposes during development, CITY staff will be provided access to the EIMS on a secure Internet web site.

OPTIONAL TASKS

Depending on the results of the Basis of Design Report, the CITY may authorize one of the following tasks as part of the final design.

Task 8.0 - Design Adder 1 - Ultra-Low NOx Enclosed Flare

Task 8.1 – 60-Percent Design Submittal

Design services include preparation of updated design documents, internal review, and updated construction cost estimate for the additional elements of the Project associated with the design of a new ultra-low NOx enclosed flare.

Task 8.2 – 90-Percent Design Submittal

Design services include preparation of updated design documents, internal review, and updated construction cost estimate for the additional elements of the Project associated with the design of a new ultra-low NOx enclosed flare.

Task 8.3 – 100-Percent Design Submittal

Design services include preparation of a final set of drawings and specifications that are stamped and signed for the additional elements of the Project associated with the design of a new ultra-low NOx enclosed flare.

Task 9.0 - Design Adder 2 - Ultra-Low NOx Flare and Existing Flare Replacement

Task 9.1 – 60-Percent Design Submittal

Design services include preparation of updated design documents, internal review, and updated construction cost estimate for the additional elements of the Project associated with the design of a new ultra-low NOx enclosed flare and retrofit or replacement of the CITY's existing 1,100 scfm flare.

Task 9.2 – 90-Percent Design Submittal

Design services include preparation of updated design documents, internal review, and updated construction cost estimate for the additional elements of the Project associated with the design of a new ultra-low NOx enclosed flare and retrofit or replacement of the CITY's existing 1,100 scfm flare.

Task 9.3 – 100-Percent Design Submittal

Design services include preparation of a final set of drawings and specifications that are stamped and signed for the additional elements of the Project associated with the design of a new ultra-low NOx enclosed flare and retrofit or replacement of the CITY's existing 1,100 scfm flare.

SCHEDULE

This Scope of Services will be delivered over the course of eighteen (18) months from Carollo's receipt of the Work Order issued for these services.

SCHEDULE OF FEES

The method of payment for this project is lump sum. The TOTAL FEE shall be Nine Hundred and Six Thousand, Three Hundred and Fifty Dollars (\$906,350.00). This includes a BASE FEE of Eight Hundred and Two Thousand, Seven Hundred and Thirty Two Dollars (\$802,732.00) and OPTIONAL TASK FEE - 9.0 of One Hundred and Three Thousand, Six Hundred and Eighteen Dollars (\$103,618.00). Work included in the OPTIONAL TASK FEE will be at the sole discretion of the City as to completion of this task. CITY shall pay Carollo in monthly installments based upon monthly progress reports of the percentage of work completed and invoices submitted by Carollo for services performed. A breakdown of the fee by task and personnel is listed in the Fee Proposal breakdown included in this Exhibit A.

Drawing lists for both the base SCOPE OF SERVICES and the OPTIONAL TASKS are included below.

WASTE GAS FLARE IMPROVEMENTS PROJECT DRAWING LIST - BASE SCOPE OF SERVICES

| SHEET | DESCRIPTION |
|--------|--------------------------------------------------|
| NUMBER | GENERAL |
| 1 | G-1 COVER SHEET AND LOCATION MAPS |
| 2 | G-2 DRAWING INDEX |
| 3 | G-3 PROCESS ABBREVIATIONS |
| 4 | G-4 PLOT PLAN |
| 5 | G-5 PLOT PLAN DEMOLITION AND MODIFICATIONS |
| 6 | G-6 DESIGN CRITERIA |
| 7 | G-7 DIGESTER GAS FLOW SCHEMATIC - I |
| 8 | G-8 DIGESTER GAS FLOW SCHEMATIC - II |
| | TYPICAL |
| 9 | T-1 TYPICAL DETAILS - CIVIL |
| 10 | T-2 TYPICAL DETAILS - STRUCTURAL |
| 11 | T-3 TYPICAL DETAILS - STRUCTURAL |
| 12 | T-4 TYPICAL DETAILS - MECHANICAL |
| 13 | T-5 TYPICAL DETAILS - MECHANICAL |
| 14 | T-6 TYPICAL DETAILS - ELECTRICAL |
| 15 | T-7 TYPICAL DETAILS - ELECTRICAL |
| 16 | T-8 TYPICAL DETAILS - INSTRUMENTATION |
| 17 | T-9 TYPICAL DETAILS - INSTRUMENTATION |
| | CIVIL |
| 18 | Y-1 PAVING AND GRADING NOTES AND COORDINATE DATA |
| 19 | Y-2 GRADING AND PAVING PLAN |
| 20 | Y-3 PAVING AND GRADING SECTIONS AND DETAILS |

| | | |
|----|-------|-------------------------------------------------|
| 21 | Y-4 | YARD PIPING PLAN |
| 22 | Y-5 | YARD PIPING SECTIONS AND DETAILS |
| 23 | Y-6 | PIPING PROFILES |
| | | STRUCTURAL |
| 24 | 11S01 | GENERAL STRUCTURAL NOTES - I |
| 25 | 11S02 | GENERAL STRUCTURAL NOTES - II |
| 26 | 11S03 | PLANS AND SECTIONS |
| 27 | 11S04 | PLANS, SECTIONS, AND DETAILS |
| 28 | 11S05 | MODIFICATIONS |
| | | MECHANICAL |
| 29 | 11M01 | PLANS AND SECTIONS |
| 30 | 11M02 | SECTIONS |
| 31 | 11M03 | SECTIONS AND DETAILS |
| 32 | 11M04 | PIPING SCHEMATICS |
| | | ELECTRICAL |
| 33 | 0E01 | GENERAL NOTES, LEGENDS AND ABBREVIATIONS |
| 34 | 0E02 | ELECTRICAL SITE PLAN |
| 35 | 0E03 | PARTIAL ELECTRICAL SITE PLAN - DIG.GAS /FLARE |
| 36 | 0E04 | DUCT BANK SECTIONS |
| 37 | 0E05 | LIGHTING FIXTURES SCHEDULE, PULL BOX SCHEDULE |
| 38 | 0E06 | GENERAL-LOAD CALCULATIONS |
| 39 | 0E07 | (E) SINGLE LINE DIAGRAM - "X" |
| 40 | 0E08 | MCC-"XX" SINGLE LINE DIAGRAM |
| 41 | 0E09 | MCC ELEVATIONS |
| 42 | 0E10 | CONTROL SCHEMATIC DIAGRAMS |
| 43 | 0E11 | CONDUIT AND CABLE SCHEDULES |
| 44 | 11E01 | DIGESTER GAS FLARE - ELECTRICAL DEMOLITION PLAN |
| 45 | 11E02 | DIGESTER GAS FLARE - POWER PLAN |
| 46 | 11E03 | DIGESTER GAS FLARE - LIGHTING PLAN |
| 47 | 11E04 | DIGESTER GAS FLARE - WIRING DIAGRAM |
| 48 | 11E05 | DIGESTER GAS FLARE - ENLARGED DETAIL PLAN |
| 49 | 11E06 | DIGESTER GAS FLARE - PANEL BOARD SCHEDULE |
| | | INSTRUMENTATION |
| 50 | 0N01 | GENERAL LEGEND AND SYMBOLS |
| 51 | 0N02 | TYPICAL LOOP DIAGRAM |
| 52 | 0N03 | GENERAL MISCELLANEOUS SYSTEMS |
| 53 | 0N04 | PLC NETWORK SCADA BLOCK DIAGRAM |
| 54 | 0N05 | TUNNELS INSTRUMENTATION LAYOUT AND DIAGRAM |
| 55 | 11N01 | DIGESTER GAS FLARE - I |
| 56 | 11N02 | DIGESTER GAS FLARE - II |

DRAWING LIST - OPTIONAL TASKS (DESIGN ADDRER 1 & 2)

| SHEET NO. | NUMBER | DESCRIPTION |
|-----------|--------|-----------------------------|
| | | GENERAL CIVIL |
| 1 | 11C01 | DEMOLITION |
| | | STRUCTURAL |
| 2 | 11S01 | PLANS AND SECTIONS |
| 3 | 11S02 | PLANS, SECTIONS AND DETAILS |
| | | MECHANICAL |

| | | |
|----|-------|-----------------------------------------------------------------------|
| 4 | 11M01 | PLANS AND SECTIONS |
| 5 | 11M02 | SECTIONS |
| 6 | 11M03 | SECTIONS AND DETAILS |
| 7 | 11M04 | PIPING SCHEMATICS ELECTRICAL |
| 8 | 0E01 | CONTROL SCHEMATIC DIAGRAMS |
| 9 | 11E01 | DIGESTER GAS FLARE (1,100 SCFM) - ELEC. DEMO PLAN |
| 10 | 11E02 | DIGESTER GAS FLARE (1,100 SCFM) - WIRING DIAGRAM |
| 11 | 11E03 | DIG. GAS FLARE (1,100 SCFM) - ENLARGED DETAIL PLAN INSTRUMENTATION |
| 12 | 11N01 | DIGESTER GAS FLARE (1,100 SCFM) - I |
| 13 | 11NO2 | DIGESTER GAS FLARE (1,100 SCFM) - II |

CITY OF FRESNO
PROFESSIONAL ENGINEERING SERVICES FOR DESIGN, BIDDING, AND CONSTRUCTION-PHASE SUPPORT
 Fresno-Clovis RWRFF Waste Gas Flare Improvements Project

November 07, 2018
Fee Proposal Breakdown

| Tasks | Task and Sub-Task Description | E. Casares | R. Ghansour | M. Dask | M. Richard | M. Richard | TBD | TBD | TBD | TBD | C. Padilla | T. Mesinger | Total Labor Hours | Subtotal Labor Cost | Subconsultants | Subconsultants | Subconsultants | Subconsultants | Total Labor Cost | PECE | Other Direct Costs Reimbursables (ODCs) | TOTAL PROJECT COSTS |
|--------------------------------------|-------------------------------------------------------------------------|------------|-------------|------------|------------|------------|------------|--------------|------------|------------|------------|-------------|-------------------|---------------------|-----------------|----------------|----------------|-----------------|------------------|-----------------|-----------------------------------------|---------------------|
| | | | | | | | | | | | | | | | | | | | | | | |
| Task 1.0 | Project Management | 16 | 64 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | 158 | \$42,094 | 0 | 0 | 0 | 0 | \$42,094 | \$1,640 | \$2,000 | \$46,044 |
| 1.1 | Project Management Plan | 8 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 57 | \$1,244 | 0 | 0 | 0 | 0 | \$1,244 | \$144 | 0 | \$1,600 |
| 1.2 | Project Kick-Off Meeting | 4 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 32 | \$8,088 | 0 | 0 | 0 | 0 | \$8,088 | \$374 | \$2,000 | \$11,232 |
| 1.3 | Monthly Progress Meetings (12 Meetings) | 24 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 36 | \$8,814 | 0 | 0 | 0 | 0 | \$8,814 | \$424 | 0 | \$10,232 |
| 1.4 | Monthly Progress Reports (12 Reports) | 12 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | \$6,944 | 0 | 0 | 0 | 0 | \$6,944 | \$288 | 0 | \$8,128 |
| 1.5 | Team Project Management | 16 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | \$10,384 | 0 | 0 | 0 | 0 | \$10,384 | \$460 | 0 | \$11,272 |
| 1.6 | Decision Log | 8 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | \$3,024 | 0 | 0 | 0 | 0 | \$3,024 | \$140 | 0 | \$3,544 |
| Task 2.0 | Permitting & Non-Design Support Services | 2 | 8 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 18 | \$4,578 | \$17,000 | 0 | 0 | \$18,700 | \$2,224 | \$2,911 | \$23,435 | |
| 2.1 | Permitting Support | 2 | 8 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 18 | \$4,578 | \$17,000 | 0 | 0 | \$18,700 | \$2,224 | \$2,911 | \$23,435 | |
| Task 3.0 | Phase 1 - Schematic Design Phase | 46 | 148 | 26 | 40 | 17 | 25 | 178 | 39 | 118 | 39 | 79 | 665 | \$169,006 | \$0 | \$4,360 | \$4,360 | \$173,726 | \$16,789 | \$7,741 | \$197,836 | |
| 3.1 | Emergency Support Field Work - Surveying | 2 | 4 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 10 | \$2,524 | 0 | 0 | \$4,100 | \$4,624 | \$7,034 | \$111 | 0 | \$7,169 |
| 3.2 | Emergency Support Field Work - Geotechnical | 2 | 4 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 14 | \$3,578 | 0 | 0 | \$4,360 | \$4,766 | \$6,524 | \$168 | 0 | \$5,066 |
| 3.3 | Basis of Design Report | 16 | 40 | 8 | 8 | 8 | 8 | 69 | 4 | 12 | 6 | 4 | 110 | \$40,164 | 0 | 0 | 0 | \$40,164 | \$1,368 | \$50 | \$42,228 | |
| 3.4 | Schematic Design Documents | 19 | 64 | 11 | 30 | 7 | 13 | 76 | 35 | 104 | 11 | 3 | 393 | \$103,800 | 0 | 0 | 0 | \$103,800 | \$254 | \$254 | \$104,308 | |
| 3.5 | Schematic Design Cost Estimate | 2 | 8 | 2 | 2 | 2 | 2 | 40 | 0 | 0 | 0 | 2 | 40 | \$11,892 | 0 | 0 | 0 | \$11,892 | \$703 | 0 | \$12,595 | |
| 3.6 | Schematic Design Workshop | 4 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 18 | \$4,728 | 0 | 0 | 0 | \$4,728 | \$211 | \$1,425 | \$6,364 | |
| Task 4.0 | Phase 2 - Design Development Phase | 24 | 88 | 13 | 32 | 9 | 15 | 100 | 39 | 104 | 13 | 9 | 450 | \$86,044 | \$0 | \$0 | \$0 | \$86,044 | \$8,243 | \$7,720 | \$102,007 | |
| 4.1 | 60% Design Submittal | 19 | 64 | 11 | 30 | 7 | 13 | 76 | 35 | 104 | 11 | 3 | 393 | \$83,356 | 0 | 0 | 0 | \$83,356 | \$4,961 | \$274 | \$88,611 | |
| 4.2 | 80% Design Cost Estimate | 1 | 4 | 2 | 2 | 2 | 2 | 24 | 0 | 0 | 0 | 2 | 24 | \$7,380 | 0 | 0 | 0 | \$7,380 | \$454 | 0 | \$7,834 | |
| 4.3 | 90% Design Workshop | 4 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 4 | 18 | \$4,728 | 0 | 0 | 0 | \$4,728 | \$211 | \$1,425 | \$6,364 | |
| Task 5.0 | Phase 3 - Contract Documents Phase | 30 | 124 | 16 | 44 | 21 | 30 | 125 | 48 | 138 | 17 | 17 | 561 | \$141,089 | \$0 | \$0 | \$0 | \$141,089 | \$4,789 | \$7,467 | \$153,345 | |
| 5.1 | 90% Design Submittal | 30 | 124 | 16 | 44 | 21 | 30 | 125 | 48 | 138 | 17 | 17 | 561 | \$141,089 | 0 | 0 | 0 | \$141,089 | \$4,789 | \$7,467 | \$153,345 | |
| 5.2 | 90% Design Cost Estimate | 1 | 4 | 2 | 2 | 2 | 2 | 24 | 0 | 0 | 0 | 2 | 24 | \$7,380 | 0 | 0 | 0 | \$7,380 | \$454 | 0 | \$7,834 | |
| 5.3 | 90% Design Workshop | 4 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 4 | 18 | \$4,728 | 0 | 0 | 0 | \$4,728 | \$211 | \$1,425 | \$6,364 | |
| 5.4 | 100% Design Submittal | 9 | 40 | 6 | 18 | 3 | 7 | 38 | 17 | 52 | 6 | 2 | 187 | \$47,086 | 0 | 0 | 0 | \$47,086 | \$2,300 | \$110 | \$47,496 | |
| Task 6.0 | Bid Services | 10 | 28 | 4 | 4 | 4 | 4 | 44 | 79 | 40 | 18 | 0 | 169 | \$32,842 | \$0 | \$0 | \$0 | \$32,842 | \$7,885 | \$1,679 | \$42,406 | |
| 6.1 | Pre-Bid Meeting | 1 | 2 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 6 | \$1,572 | 0 | 0 | 0 | \$1,572 | \$111 | \$1,425 | \$3,108 | |
| 6.2 | Technical Assistance | 4 | 16 | 4 | 4 | 4 | 4 | 42 | 10 | 8 | 0 | 0 | 32 | \$8,160 | 0 | 0 | 0 | \$8,160 | \$1,074 | 0 | \$9,234 | |
| 6.3 | Configured Documents | 2 | 8 | 0 | 0 | 0 | 0 | 0 | 10 | 22 | 8 | 0 | 40 | \$9,834 | 0 | 0 | 0 | \$9,834 | \$104 | \$128 | \$10,066 | |
| Task 7.0 | Engineering Support During Construction | 80 | 168 | 38 | 54 | 34 | 38 | 620 | 38 | 104 | 48 | 12 | 738 | \$285,974 | \$0 | \$0 | \$0 | \$285,974 | \$13,370 | \$9,060 | \$308,404 | |
| 7.1 | Pre-Construction Conference | 4 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 14 | \$3,638 | 0 | 0 | 0 | \$3,638 | \$164 | \$1,250 | \$5,052 | |
| 7.2 | Shop Drawing Review | 24 | 40 | 24 | 24 | 24 | 24 | 180 | 0 | 0 | 0 | 4 | 244 | \$88,396 | 0 | 0 | 0 | \$88,396 | \$4,020 | 0 | \$92,416 | |
| 7.3 | Design Clarifications/RFIs | 19 | 24 | 8 | 8 | 8 | 8 | 140 | 0 | 0 | 0 | 4 | 218 | \$85,034 | 0 | 0 | 0 | \$85,034 | \$2,860 | 0 | \$87,894 | |
| 7.4 | Site Visits | 2 | 16 | 4 | 4 | 4 | 4 | 40 | 8 | 24 | 4 | 0 | 116 | \$31,374 | 0 | 0 | 0 | \$31,374 | \$1,280 | 0 | \$32,654 | |
| 7.5 | Site Visits | 2 | 8 | 12 | 6 | 8 | 0 | 16 | 0 | 0 | 0 | 0 | 50 | \$13,480 | 0 | 0 | 0 | \$13,480 | \$508 | \$4,350 | \$18,338 | |
| 7.6 | Startups Assistance | 2 | 16 | 0 | 4 | 4 | 0 | 40 | 0 | 0 | 0 | 4 | 70 | \$17,652 | 0 | 0 | 0 | \$17,652 | \$811 | 0 | \$18,471 | |
| 7.7 | Tracing Services | 2 | 16 | 0 | 4 | 4 | 0 | 24 | 0 | 0 | 0 | 0 | 50 | \$12,768 | 0 | 0 | 0 | \$12,768 | \$508 | \$1,300 | \$14,576 | |
| 7.8 | Record Operations and Project Closeout | 4 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | 125 | \$31,840 | 0 | 0 | 0 | \$31,840 | \$1,464 | \$1,425 | \$34,729 | |
| 7.9 | Operation and Maintenance Manuals | 2 | 24 | 0 | 4 | 4 | 0 | 80 | 8 | 18 | 24 | 0 | 132 | \$34,080 | 0 | 0 | 0 | \$34,080 | \$1,800 | 0 | \$35,880 | |
| TOTAL FEE (Base) | | 247 | 634 | 108 | 174 | 98 | 100 | 873 | 168 | 562 | 121 | 66 | 3,172 | \$716,686 | \$17,000 | \$4,360 | \$4,100 | \$27,920 | \$748,986 | \$37,112 | \$18,980 | \$802,732 |
| Task 8.0 | Design Adder 1 - Ultra-Low NOx Enclosed Flare | 3 | 30 | 0 | 0 | 0 | 0 | 64 | 0 | 0 | 0 | 0 | 129 | \$32,240 | 0 | 0 | 0 | \$32,240 | \$1,309 | 0 | \$33,549 | |
| 8.1 | 60% Design Submittal | 3 | 0 | 0 | 0 | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 36 | \$12,584 | 0 | 0 | 0 | \$12,584 | \$504 | 0 | \$13,111 | |
| 8.2 | 80% Design Submittal | 3 | 8 | 0 | 0 | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 36 | \$12,584 | 0 | 0 | 0 | \$12,584 | \$504 | 0 | \$13,111 | |
| 8.3 | 100% Design Submittal | 1 | 4 | 0 | 0 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 25 | \$7,140 | 0 | 0 | 0 | \$7,140 | \$333 | 0 | \$7,496 | |
| TOTAL FEE (w/ Design Adder 1) | | 250 | 664 | 108 | 174 | 118 | 100 | 1,037 | 168 | 602 | 121 | 76 | 3,301 | \$766,626 | \$17,000 | \$4,360 | \$4,100 | \$27,996 | \$802,926 | \$38,222 | \$18,980 | \$849,976 |
| Task 9.0 | Design Adder 2 - Ultra-Low NOx Flare and Existing Flare Approach | 33 | 109 | 17 | 30 | 17 | 8 | 83 | 40 | 114 | 13 | 7 | 462 | \$97,474 | 0 | \$650 | \$650 | \$98,774 | \$6,279 | \$6,280 | \$105,711 | |
| 9.1 | 60% Design Submittal | 8 | 42 | 7 | 8 | 7 | 3 | 34 | 18 | 47 | 3 | 0 | 181 | \$38,174 | 0 | \$650 | \$650 | \$39,474 | \$1,114 | 0 | \$40,588 | |
| 9.2 | 80% Design Submittal | 10 | 47 | 7 | 8 | 7 | 4 | 36 | 23 | 51 | 6 | 3 | 202 | \$43,368 | 0 | 0 | 0 | \$43,368 | \$1,383 | 0 | \$44,751 | |
| 9.3 | 100% Design Submittal | 3 | 14 | 3 | 5 | 3 | 1 | 13 | 6 | 16 | 2 | 1 | 79 | \$19,932 | 0 | 0 | 0 | \$19,932 | \$803 | 0 | \$20,735 | |
| TOTAL FEE (w/ Design Adder 2) | | 283 | 739 | 123 | 164 | 112 | 108 | 1,089 | 208 | 620 | 134 | 62 | 3,624 | \$914,279 | \$17,000 | \$5,010 | \$4,100 | \$28,710 | \$949,989 | \$42,401 | \$18,980 | \$981,380 |

Notes:
 1. Rates based on Carroll's Standard Rate Schedule effective January 01, 2018 with 3% escalation factor
 2. Rates based on Carroll's anticipated Standard Rate Schedule for 2019 with a 3% escalation factor.

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno ("CITY") and Carollo Engineers ("CONSULTANT")

New Waste Gas Flare at the RWRF
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.

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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.

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 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.

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, 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, CONSULTANT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

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.

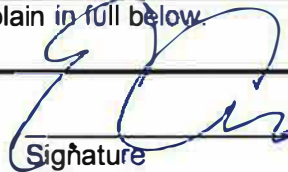
Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

New Waste Gas Flare Improvements at the RWRF
PROJECT TITLE

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

Explanation: _____


Signature

12/12/18
Date

CARLO ENRIQUE CASARCS
(name)

CARLO ENRIQUES
(company)

710 W. PINNACLE AVE
(address)

FRESNO, CA 93711
(city state zip)

Additional page(s) attached.