

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

THIS AGREEMENT is made and entered into effective the 31st day of January, 2017, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Provost & Pritchard Consulting Group, a California Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional civil engineering services for Engineering Design and Feasibility Analysis for Removal of Trichloropropane from Groundwater Extraction Wells, hereinafter referred to as the "Project;" and

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

WHEREAS, 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 January 17, 2018, 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 Three Hundred Sixty Five (365) 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 Two Hundred Forty Four Thousand Dollars (\$244,000), paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**, and a contingency amount not to exceed Twenty Four Thousand Dollars (\$24,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.

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

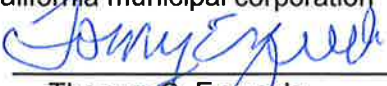
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations 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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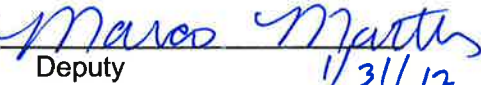
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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.


CITY OF FRESNO,
a California municipal corporation
By: 
Thomas C. Esqueda,
Director
Department of Public Utilities

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Deputy 1/31/17

No signature of City Attorney required.
Standard Document #DPU-S 8.3 has been
used without modification, as certified by
the undersigned.

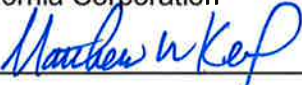
By: 
Matthew L. Bullis, P.E.
Professional Engineer
Department of Public Utilities

REVIEWED BY:

Michael Carbajal, Planning Manager
Department of Public Utilities

Addresses:
CITY:
City of Fresno
Attention: Matthew L. Bullis,
Professional Engineer
2101 G Street
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

Provost & Pritchard Consulting Group,
a California Corporation

By: 

Name: MATTHEW W. KEMP

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

By: 

Name: KEITH MORTENSEN

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

Any Applicable Professional License:
Number: C 75865
Name: KEITH MORTENSEN
Date of Issuance: JANUARY 2010

CONSULTANT:
Provost & Pritchard Consulting Group
Attention: Kevin Berryhill,
Principal Project Manager
286 W. Cromwell Avenue
Fresno, CA 93711
Phone: (559) 449-2700
FAX: (559) 449-2715

Exhibit A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno ("City") and Provost & Pritchard Consulting Group ("Consultant")

Engineering Design and Feasibility Analysis for Removal of Trichloropropane from Groundwater Extraction Wells PROJECT TITLE

Phase 1 - SCOPE

Task 1-1: Project Management and Meetings

1. Project management and administration
2. Prepare and maintain schedule
3. Prepare and submit monthly billing
4. Attend standing monthly project status meetings at the City's office.
5. Outside coordination meetings. The Team will support coordination meetings with the following agencies. Agendas will be prepared and meeting minutes will be issued.
 - a. 2-hour meeting with the State Water Resources Control Board Division of Drinking Water

Assumptions:

- a) The Phase 1 Project management and Meetings task is assumed to extend for four months
- b) At least two Provost & Pritchard engineers will attend each meeting

Task 1-2: TCP Mitigation Feasibility Study Report

1. Review, compile, and summarize the following data, when available
 - a. Water quality
 - b. Well flow rates
 - c. Annual well production
 - d. Record drawings
 - e. DDW correspondence related to TCP
2. Site assessments – visit each of the 45 sites impacted by TCP to:
 - a. Document existing site features
 - b. Establish site-specific constraints for design and construction of future wellhead treatment improvements
3. Summarize project objectives and City success criteria
4. Evaluate available general mineral, general physical, inorganic, organic, and radiological water quality to identify co-contaminants and their potential impacts on TCP removal treatment processes.
5. Evaluate non-treatment alternatives including:
 - a. Blending
 - b. Purchasing water / consolidation
 - c. Replacing / modifying wells
 - d. Expanding surface water supply

6. Evaluate potential TCP removal treatment technologies including:
 - a. Granular activated carbon
 - b. Air stripping
 - c. Reverse osmosis
 - d. Biological treatment
 - e. Advanced oxidation
7. Provide detailed treatment process description for the recommended treatment process.
8. Establish preliminary recommendations for the treatment plant configuration for each well including:
 - a. Number of treatment vessels required
 - b. Vessel configuration
 - c. Backwash handling
 - d. Whether interconnecting well sites for co-treatment is recommended
9. Results and findings from other tasks will be incorporated into the Report when they become available.
10. Participate in two 4-hour workshops with City staff. The first workshop will be scheduled prior to developing mitigation recommendations and submittal of the Draft Report, but after data review and site visits are complete. The second workshop will be scheduled after the City has reviewed the Draft Report.

Assumptions:

- a) The report will be submitted at the draft and final completion level. Each submittal will include 5 hard copies of the report and an electronic (PDF) copy of the report.
- b) Water quality, flow rate, and annual production data are available in spreadsheet form and will not need to be compiled from daily or monthly reports.
- c) Data compiled as part of previous studies will be relied upon unless otherwise determined by the City
- d) Record site plan drawings in PDF or CAD are available for all sites

Task 1-3: Capital and O&M Cost Opinions

1. Develop planning level capital cost opinions including costs for:
 - a. Treatment vessel skids
 - b. General assumptions of property acquisition costs
 - c. Site improvements
 - d. Equipment installation
 - e. Site piping modifications
 - f. Electrical improvements
 - g. Sales tax
 - h. Design
 - i. Construction management
 - j. Legal and administration
 - k. Operations Plan and permitting
2. Develop planning level operations and maintenance cost opinions including costs for:
 - a. Carbon usage

- b. Power
- c. Maintenance
- d. Labor
- e. Sampling and laboratory costs

Assumptions:

- a) The City will provide bid results for recent similar City projects
- b) Property acquisition cost assumptions will be confirmed by the City
- c) City will assist in estimating costs for items typically provided by City staff including the cost for constructing electrical improvements, construction management, legal and administration, labor, laboratory costs, and utility power rates.
- d) The primary contribution to O&M cost opinions is carbon replacement. The level of uncertainty in carbon replacement costs will depend on the availability of full-scale GAC performance data at City wells and on empirical testing results, if available.
- e) The project Scope of Services does not include developing specific treatment site layouts at each impacted well. Provost & Pritchard will endeavor to determine from site visits, available aerial imagery, and available site plans whether the recommended treatment equipment will fit on the existing sites. However; the ability of the existing site to accommodate treatment cannot be conclusively determined without completing schematic design plans for the sites.

Task1- 4: Evaluation of Current Wellhead Treatment Operations

1. Review of existing treatment plant design criteria such as empty bed contact time, hydraulic loading rate, carbon type, and air-to-water ratio for the air stripping facility.
2. Review of available treatment performance data including percent removal of TCP and carbon bed life.
3. Evaluate modifications to treatment process needed to improve treatment performance and improve TCP removal O&M costs. Circle back to evaluate impact of recommended modifications on removal of co-contaminants.
4. Incorporate findings into the TCP Mitigation Feasibility Study Report

Assumptions:

- a) Performance data for existing treatment plants is readily available.

Task 1-5: Test Program Development

1. Establish recommendations for a treatment performance test program based on
 - a. Water quality data collected in Task 1-1 and Task 1-4.
 - b. Available data from existing full-scale treatment plants
 - c. Coordination with carbon suppliers
2. Prepare technical memorandum documenting recommendations for an empirical test plan

Assumptions:

- a) Cost of implementing the test plan are not included in the fee estimate.

SPECIFIC EXCLUSIONS

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

1. Support of any services related to litigation including, but not limited to, expert witness services, responding to subpoenas, participating in depositions, and testifying at trial.
2. Legal descriptions and exhibits
3. Applying for plan amendment, rezoning, or code variances
4. Geotechnical investigations and reports
5. Construction staking
6. Services associated with property acquisition
7. Preparation of dust control plans and storm water pollution prevention plans
8. Payment of agency plan check and permit fees
9. Payment of fees for outside laboratory, equipment, and testing services
10. Potholing and utility locating services
11. Environmental permitting assistance
12. Hydraulic modeling and/or surge analysis
13. Traffic control plans
14. Preparation of water treatment Operations Plan and Hazardous Materials Business Plan
15. Contractor prequalification
16. Construction management and inspection

SCHEDULE OF FEES

Multi-year contracts are subject to any subsequent changes in these rates

| | Fee Range |
|--|------------------------|
| ENGINEERING STAFF: | |
| Assistant Engineer | \$ 85.00 - \$105.00 |
| Associate Engineer | \$110.00 - \$130.00 |
| Senior Engineer | \$135.00 - \$165.00 |
| Principal Engineer | \$170.00 - \$195.00 |
| SPECIALISTS: | |
| Assistant Environmental Specialist | \$ 75.00 \$100.00 |
| Associate Environmental Specialist | \$107.00 - \$137.00 |
| Senior Environmental Specialist | \$140.00 - \$165.00 |
| Principal Environmental Specialist | \$175.00 - \$200.00 |
| GIS Specialist | \$105.00 - \$130.00 |
| Associate Geologist/Hydrogeologist | \$105.00 - \$130.00 |
| Senior Geologist/Hydrogeologist | \$140.00 - \$170.00 |
| Water Resources Specialist | \$100.00 - \$130.00 |
| PLANNING STAFF: | |
| Assistant Planner/CEQA-NEPA Specialist | \$ 65.00 - \$ 90.00 |
| Associate Planner/CEQA-NEPA Specialist | \$ 95.00 - \$120.00 |
| Senior Planner/CEQA-NEPA Specialist | \$130.00 - \$155.00 |
| Principal Planner/CEQA-NEPA Specialist | \$160.00 - \$185.00 |
| TECHNICAL STAFF: | |
| Assistant Technician | \$ 65.00 - \$ 90.00 |
| Associate Technician | \$ 95.00 - \$110.00 |
| Senior Technician | \$120.00 - \$135.00 |
| CONSTRUCTION SERVICES: | |
| Associate Construction Manager | \$105.00 - \$125.00 |
| Senior Construction Manager | \$130.00 - \$145.00 |
| Principal Construction Manager | \$150.00 - \$180.00 |
| Construction Manager Prevailing Wage (1) (2) | \$130.00 - \$150.00 |
| SUPPORT STAFF: | |
| Administrative Assistant | \$ 55.00 - \$ 75.00 |
| Project Administrator | \$ 65.00 - \$ 85.00 |
| Senior Project Administrator | \$115.00 |
| Intern | \$55.00 |
| SURVEYING SERVICES: | |
| LSIT Surveyor | \$ 85.00 - \$105.00 |
| Licensed Surveyor | \$115.00 - \$145.00 |
| | Prev. Wage (1) |
| 1 Man Survey Crew | \$150.00 \$175.00 |
| 2 Man Survey Crew | \$210.00 \$245.00 |

| | | |
|--------------------------------|----------|----------|
| 2 Man Survey Crew including LS | \$245.00 | \$255.00 |
| 1 Man CORS Survey Crew | \$170.00 | |
| 2 Man CORS Survey Crew | \$220.00 | |

(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)

EXPERT WITNESS: As quoted.

TRAVEL TIME (for greater than 1 hour from employee's base office): \$75/hr (unless the individual's rate is less)

PROJECT COSTS:

| | |
|---------------------|-----------------|
| Mileage | IRS value + 15% |
| Outside Consultants | Cost + 15% |
| Direct Costs | Cost + 15% |

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern Counties, other counties as quoted.

(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno ("CITY") and Provost & Pritchard Consulting Group ("CONSULTANT")

Engineering Design and Feasibility Analysis for Removal of Trichloropropane from Groundwater
Extraction Wells
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

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

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR*

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

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

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

4. **EMPLOYER'S LIABILITY:**

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

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

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

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

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

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

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

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

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

VERIFICATION OF COVERAGE

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

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

Engineering Design and Feasibility Analysis for Removal of Trichloropropane from Groundwater

Extraction Wells
PROJECT TITLE

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

Explanation: PROVOST & PRICHARD
PROVIDE ENGINEERING &
CONSULTING SERVICES FOR
PUBLIC & PRIVATE CLIENTS
THAT DO BUSINESS WITH
THE CITY


 Signature

1/4/17
 Date

KEITH MORTENSEN
 (name)

PROVOST & PRICHARD CONSULTING GROUP
 (company)

286 W. CROMWELL AVENUE
 (address)

FRESNO CA. 93711
 (city state zip)

Additional page(s) attached.

**FIRST AMENDMENT TO
AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 8th day of December, 2017 (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and PROVOST & PRITCHARD CONSULTING GROUP, a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an agreement, on January 31, 2017 (Agreement) to provide professional civil engineering consulting services for Engineering Design and Feasibility Analysis for Removal of Trichloropropane (TCP) from Groundwater Extraction Wells for a total fee of \$244,000; and

WHEREAS, the parties have negotiated an increase of \$99,000 in Consultant's compensation for additional services to provide engineering design for removal of TCP from groundwater at Water Well PS70 for the City of Fresno; and

WHEREAS, City and Consultant desire to extend time of performance to September 15, 2018; and

WHEREAS, with entry into this Agreement, Consultant agrees Consultant has no claim, demand, or dispute against City.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein conditioned, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall perform to the satisfaction of CITY the scope of 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. CONSULTANTS sole compensation for satisfactory performance of all services required or rendered for the Project pursuant to this Amendment shall be a total fee increase of \$99,000 for engineering design for removal of TCP from groundwater at Water Well PS70 for the City of Fresno, Department of Public Utilities. Compensation includes all expenses incurred by Consultant in performance of such services. Total Consultant project cost pursuant to this Agreement (includes Initial Agreement and First Amendment to Agreement) is \$343,000.

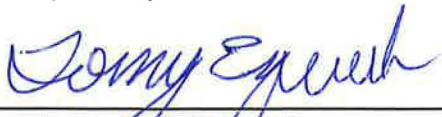
The Agreement shall be extended to September 15, 2018, to complete the engineering design services at removal of TCP from groundwater at PS70 for the City of Fresno Department of Public Utilities.

3. Except as otherwise provided herein, the Agreement entered into by City and Consultant on January 31, 2017, respectively, remain in full force and effect.

4. [Signatures appear on the next page.]

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

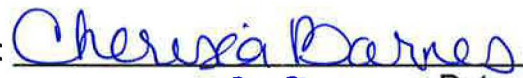
CITY OF FRESNO,
A municipal corporation

By: 
Thomas C. Esqueda,
Director of Public Utilities

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  11/21/17 Date
Brandon M. Collet
Deputy City Attorney

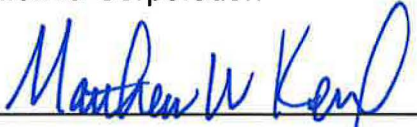
ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
12.8.17 Date

Addresses:

CITY:
City of Fresno
Department of Public Utilities
Utilities, Planning & Engineering
Attention: Matthew Bullis, PE
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1632
FAX: (559) 498-4126

Provost & Pritchard Consulting Group,
A California Corporation

By: 
Name: MATTHEW W. KEMP

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

By: 
Name: Keith Mortensen

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

CONSULTANT:

Provost & Pritchard Consulting Group Inc.
Attention: Kevin Berryhill, PE
Principal Project Manager
286 W. Cromwell Avenue
Fresno, CA 93711
Phone: (559) 449-2700
FAX (559) 449-2715

EXHIBIT A
TCP Mitigation Design and Feasibility Analysis
PS70 Design Services
Scope of Services

Project Understanding

On February 2, 2017, the City of Fresno authorized Provost & Pritchard to proceed with feasibility study work as specified in the agreement dated January 31, 2017 titled "Engineering Design and Feasibility Analysis for Removal of Trichloropropane from Groundwater Extraction Wells". The purpose of the study was to provide engineering services needed to define the required mitigation measures associated with the contamination of the synthetic organic chemical (SOC) 1,2,3-trichloropropane (TCP) in forty-five (45) of the City's wells. In advance of completing the Feasibility Study, the City has asked Provost & Pritchard for a separate scope and fee to provide engineering design services for one of the contaminated wells (PS 70).

After preliminary review of the site, it is anticipated that there is enough room to install the necessary TCP treatment improvements (granular activated carbon, GAC) at the well site. The PS 70 flow is approximately 1,200 gpm, which will require two (2) pairs of vessels each operated in series (4 vessels total). PS 70 currently have 3 existing vessels that operate in parallel, but have a piping manifold that would allow for series operation.

Approach

In keeping with the typical scope of services for GAC treatment plant designs that Provost & Pritchard has previously worked on or is currently working on, the design services included in this proposal include four parts, following the City's standard consulting agreement:

- Part 1: Schematic Design Phase
- Part 2: Design Development Phase
- Part 3: Construction Document Phase
- Part 4: Bidding Phase

Scope of Services

Our proposed scope of services for this project is segregated into several tasks and sub-tasks. Specific activities included in each task are described below. Recognize that the attached fee estimate reflects budget projections of our time and expenses required to perform the described work; while individual task budgets may be exceeded, the total budget estimate will not be exceeded without prior additional authorization.

Part 1: Schematic Design Phase

- A. PROGRAMMING AND PROJECT MANAGEMENT
 1. Project management and administration
 2. Prepare and maintain work plan and design schedule
 3. Attend kick-off meeting with City staff

4. Prepare and submit monthly billing
 5. Conduct QA/QC program
- B. SURVEYING**
1. Conduct right-of-way and boundary research for both pump station sites.
 2. Conduct field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project limits.
 3. Conduct topographic ground surveys of the project limits.
- C. AGENCY AND UTILITY COORDINATION**
1. City Utility Research – Download record drawings from VIEW Fresno
 2. Utility Notifications – Send utility request letters to utility companies to obtain utility information within the project limits
 3. Contact FMFCD to discuss feasibility of connecting backwash and flush lines to storm drain facilities and identify requirements
 4. Review Record Information and complete utility base mapping
- D. DESIGN PARAMETERS REPORT**
1. Prepare Design Parameters Report containing the following information:
 - a. Design flow rates of well
 - b. Estimated head loss through the treatment system
 - c. GAC design parameters (empty bed contact time, hydraulic loading rate, vessel quantity, and series/parallel operation)
 - d. A description of major site features including features to mitigate aesthetic impacts (e.g. pit and walls); chlorination system; carbon delivery access; and backwash water disposal method.
 - e. Vessel procurement method
 - f. Electrical construction responsibilities
 - g. Schematic site plan showing all of the proposed improvements.
 - h. Schematic design level opinion of probable construction cost.
 - i. Submit design parameters report.
 - j. Schedule and conduct workshop review meeting with CITY staff.
- E. GEOTECHNICAL SERVICES**
2. None.

Assumptions:

- a) The project management and programming budget is based on total design project duration of 8 months.
- b) Sufficient monumentation will be locatable to determine right-of-way and property limits.
- c) The project is assumed to be GAC wellhead treatment at one existing well site. There are no interconnecting pipelines as would be required for co-treatment of multiple pump stations at a single site.
- d) The treatment plant is being constructed on an established City of Fresno well site.
- e) Improvements to existing wells and pumps are not included in the project.
- f) The City will elect not to conduct a geotechnical investigation of the proposed treatment site and structural design parameters will be based on requirements of the California Building Code.

- g) Easements for the PG&E overhead lines at PS 70 will not prevent the addition of a fourth GAC vessel on the existing concrete pad.
- h) The existing concrete pad at PS 70 is adequately designed to accommodate the addition of a fourth GAC vessel.

Part 2: Design Development Phase

A. PRELIMINARY PLANS, SPECIFICATIONS, AND COST ESTIMATE

- 1. Address any remaining comments on the site design parameters summarized during Part 1.
- 2. Prepare preliminary (60%) plans for wellhead treatment construction project, including the following sheets:
 - i. Cover and index (1 sheet)
 - ii. General notes (1 sheet)
 - iii. Legend and abbreviations (1 sheet)
 - iv. Demolition plan (1 sheet)
 - v. Site plan (1 sheet)
 - vi. Grading plan (1 sheet)
 - vii. Site piping plan (1 sheet)
 - viii. Slab structural details (1 sheet)
 - ix. Miscellaneous details (1 sheet)
 - x. Equipment Building Modifications (1 sheet)
 - xi. Electrical sheets (2 sheets)
 - xii. Title 24 sheet (2 sheet)
- 3. Prepare preliminary technical specifications in CSI format
- 4. Prepare itemized estimate of quantities and cost
- 5. Submit preliminary (60%) plans, specifications and estimate (PS&E)
 - i. Submit 1 full-size and 1 half-size sets
 - ii. Submit 2 full-size sets to FMFCD and DDW for review.
 - iii. Schedule and conduct workshop review meeting separately with FMFCD

Assumptions:

- a) The wellhead treatment construction project will be bid as a single project
- b) City boiler plate front-ends will be used
- c) New GAC vessel will be procured utilizing the City's standard GAC vessel procurement specifications.
- d) No new standby generators are included in the projects. Generators will be shown on CUP exhibits as future.

B. PERMITTING ASSISTANCE

- 1. Assist City with applying for and obtaining approval for a new or revised Conditional Use Permit (CUP) for the site.
 - i. Prepare CUP exhibits consisting of Site Plan, and Elevation Views
 - ii. Assist Water Division with preparation of Planning & Development Department Master Application Form
 - iii. Submit application to Planning & Development Department
 - iv. Participate in up to three meetings or Planning & Development Department counter visits after the initial application to assist the City in obtaining an approved CUP
- 2. Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project.

3. Coordinate with Fresno Metropolitan Flood Control District (FMFCD) regarding acceptable location of backwash and flush-to-waste water discharge.
4. Establish whether project is subject to SJVAPCD Indirect Source Rule.

Assumptions:

- a) City will pay for all permit fees directly
- b) No permits will be required other than those specifically identified above
- c) City will provide Preliminary Title Report and supporting Deed documents; Letter of Owner Authorization; and Operational Statement required for CUP application
- d) The City will handle coordination with adjacent property owners to new treatment sites regarding aesthetic impacts, and construction activities.
- e) Our fee assumes that no SJVAPCD permitting will be required.

Part 3: Construction Document Phase

A. DRAFT FINAL (90%) DESIGN

1. 60% submittal review meeting with City
2. Address Design Development Phase review comments
3. Prepare draft final plans, including the same sheets listed in the previous phase.
4. Prepare draft final technical specifications
5. Incorporate City up-front contract documents
6. Prepare draft final cost opinions
7. Submit draft final plans, specifications and estimate
 - i. Submit 1 full-size and 1 half-size set. Submit 1 set to FMFCD for review.
 - ii. Schedule and conduct workshop review meeting with CITY staff. It is assumed that the utilities department will circulate plans to all CITY departments and obtain consolidated comments for the workshop meeting.

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

1. 90% submittal review meeting with City
2. Address draft final review comments
3. Prepare final plans
4. Prepare final technical specifications
5. Prepare final opinion of probable construction costs
6. Submit final plans, specifications and estimate
 - i. Submit 1 full-size and 1 half-size set
 - ii. Submit 1 full-size set to FMFCD for review.

C. BUILDING & SAFETY DEPARTMENT PLAN CHECK

1. Submit two full-size plan sets and one set of structural calculations for Building & Safety Department Plan check
2. Complete back check process to obtain Building & Safety Department approval
3. Obtain FMFCD plan approval and signatures

Assumptions:

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

Part 4: Bidding Phase

A. BIDDING SERVICES

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

SPECIFIC EXCLUSIONS

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

1. Support of any services related to litigation including, but not limited to, expert witness services, responding to subpoenas, participating in depositions, and testifying at trial.
2. Legal descriptions and exhibits
3. Applying for plan amendment, rezoning, or code variances
4. Geotechnical investigations and reports
5. Construction staking
6. Services associated with property acquisition
7. Preparation of dust control plans and storm water pollution prevention plans
8. Payment of agency plan check and permit fees
9. Payment of fees for outside laboratory, equipment, and testing services
10. Potholing and utility locating services
11. Environmental permitting assistance
12. Landscape improvements or modifications
13. Hydraulic modeling and/or surge analysis
14. Traffic control plans
15. Preparation of water treatment Operations Plan and Hazardous Materials Business Plan
16. Bidding assistance
17. Contractor prequalification
18. Engineering services during construction

ESTIMATED FEE SUMMARY

We will perform these services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate without additional authorization.

| Fee Estimate – PS 70 TCP Design Services | |
|--|-----------------|
| Task | Estimated Fee |
| Task 1 - Schematic Design | \$25,000 |
| Task 2 - Design Development | \$30,000 |
| Task 3 - Construction Documents | \$35,000 |
| Task 4 - Bidding | \$9,000 |
| Total Estimated Fee: | \$99,000 |

**FIRST AMENDMENT TO
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 8th day of February 2018, between the CITY OF FRESNO, a California municipal corporation (City), and PROVOST & PRITCHARD CONSULTING GROUP, a California corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on January 31, 2017, (Agreement) to provide professional consulting services for engineering design and feasibility analysis for removal of Trichloropropane (TCP) from groundwater extraction wells (Project); and

WHEREAS, the City and the Consultant desire to extend the Agreement to September 1, 2018, to complete Project; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:


1. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. The Agreement shall be extended to September 1, 2018.
3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on January 31, 2017, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A municipal corporation

Provost & Pritchard Consulting Group,
A California corporation

By: 
Thomas C. Esqueda,
Director of Public Utilities

By: 

Name: MATTHEW W. KEMP

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney


By:  2/2/18
Brandon M. Coliet
Deputy City Attorney Date

By: 

Name: Keith Mortensen

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

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By:  2/8/18
Deputy Marco Martinez Date

Addresses:
CITY:
City of Fresno
Department of Public Utilities
Utilities Planning and Engineering
Attention: Matthew Bullis, PE
Professional Engineer
2101 G Street, Building A
Fresno, CA 93706
Telephone No: (559) 621-1632
FAX: (559) 498-4126

CONSULTANT:
Provost & Pritchard Consulting Group, Inc.
Attention: Kevin Berryhill
Principal Project Manager
286 W. Cromwell Avenue
Fresno, CA 93711
Telephone No. (559) 449-2700
FAX: (559) 449-2715

**THIRD AMENDMENT TO
AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 4th day of October 2018 (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and PROVOST & PRITCHARD ENGINEERING GROUP, INC. D.B.A. PROVOST & PRITCHARD CONSULTING GROUP, a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an agreement, on January 31, 2017 (Agreement) to provide professional civil engineering consulting services for Engineering Design and Feasibility Analysis for Removal of Trichloropropane (TCP) from Groundwater Extraction Wells for a total fee of \$268,000; and

WHEREAS, the parties executed a First Amendment dated December 8, 2017, to increase Consultant's Compensation by \$99,000 for additional services to provide engineering design for removal of TCP from groundwater at Water Well PS70; and

WHEREAS, the parties executed a Second Amendment dated February 8, 2018, to extend the timeline of the Agreement to September 1, 2018; and

WHEREAS, the parties have negotiated an increase of \$677,000 in Consultant's compensation for additional services to provide engineering design for removal of TCP from groundwater at five Well Sites (to be selected by the City) for the City of Fresno; and

WHEREAS, City and Consultant desire to extend time of performance of this contract to January 31, 2020; and

WHEREAS, with entry into this Agreement, Consultant agrees Consultant has no claim, demand, or dispute against City.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall perform to the satisfaction of CITY the scope of 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. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered for the Project pursuant to this Amendment shall be a total fee increase of \$677,000 for engineering design for removal of TCP from groundwater at five water well sites selected by the City of Fresno, Department of Public Utilities. Compensation includes all expenses incurred by Consultant in performance of such services. Total Consultant project cost pursuant to this Agreement (including the Agreement, First, Second, and Third Amendment) is \$1,044,000.

3. The Agreement shall be extended to January 31, 2020, to complete the engineering design services at removal of TCP from groundwater at five well sites for the City of Fresno, Department of Public Utilities.

4. Except as otherwise provided herein, the Agreement entered into by City and Consultant on January 31, 2017, and amended December 8, 2017, and February 8, 2018, respectively, remain in full force and effect.

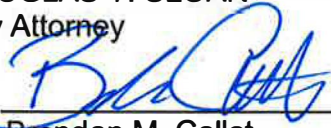
[Signatures appear on the next page.]

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


CITY OF FRESNO,
A municipal corporation

By: 
Michael Carbajal
Interim Assistant Director of Public Utilities

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

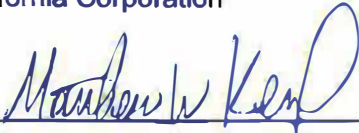
By:  9/13/18
Brandon M. Collet Date
Senior Deputy City Attorney

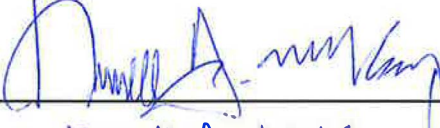
ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: 
Chevone Banno Date
Deputy 10/4/18

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

Provost & Pritchard Engineering Group, Inc.
D.B.A. Provost & Pritchard Consulting Group,
A California Corporation

By: 
Name: MATTHEW W. KEMP
Title: VICE PRESIDENT
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: 
Name: Russell A. McKay
Title: CFO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

CONSULTANT:
Provost & Pritchard Engineering Group
Attention: Kevin Berryhill, PE
Principal Project Manager
286 W. Cromwell Avenue
Fresno, CA 93711
Phone: (559) 449-2700
FAX (559) 449-2715

Attachment: Exhibit A - Scope of Services

EXHIBIT A
TCP Mitigation using GAC
Design for Five Well Sites
Scope of Services

Project Understanding

On February 2, 2017, the City of Fresno authorized Provost & Pritchard to proceed with feasibility study work as specified in the agreement dated January 31, 2017 titled "Engineering Design and Feasibility Analysis for Removal of Trichloropropane from Groundwater Extraction Wells". The purpose of the study was to provide engineering services needed to define the required mitigation measures associated with the contamination of forty-five (45) of the one-hundred (100) wells contaminated from the synthetic organic chemical (SOC) 1,2,3- Trichloropropane (TCP).

In addition to the feasibility study, the City has asked Provost & Pritchard for a separate scope and fee to provide engineering design services for five (5) of the contaminated wells to design the necessary TCP treatment improvements (granular activated carbon, GAC). The design services will be reimbursed as part of Proposition 1 funding obtained by the City. The individual contaminated well sites have not yet been selected by the City and the locations will be determined at a later date.

Approach

It is anticipated that each of the five (5) well sites will conform to typical City of Fresno GAC design guidelines including the following assumptions:

1. Up to three (3) pairs of vessels each operated in series (up to 6 vessels total) at each site
2. Masonry walls and wrought iron access gates
3. Five (5) foot deep vessel pits equipped with vessel skid manifolds, lighting, and a sump pump;
4. Backwash and flush to waste pipelines connected to Fresno Metropolitan Flood Control District (FMFCD) storm drains where feasible;
5. On-site delivery truck access driveways where feasible;
6. Delivery truck dewatering drain inlets
7. Three-way valves to direct sump pump water to either the storm drain or sewer
8. Landscaping to screen the GAC vessels

In keeping with the typical Water Division scope of services the design services included in this proposal include three of the typical five parts, included in the City's standard consulting agreement:

- Part 1: Schematic Design Phase
- Part 2: Design Development Phase
- Part 3: Construction Document Phase

Part 4: Bidding Phase – Not included with this proposal, Provost & Pritchard will provide under separate contract

Part 5: Construction Phase - Not included with this proposal, Provost & Pritchard will provide under separate contract

Part 6: Planning Grant Assistance

Scope of Services

Our proposed scope of services for this project is segregated into several tasks and sub-tasks. Specific activities included in each task are described below. Recognize that the attached fee estimate reflects budget projections of our time and expenses required to perform the described work; while individual task budgets may be exceeded, the total budget estimate will not be exceeded without prior additional authorization.

SCOPE

Part 1: Schematic Design Phase

- A. PROGRAMMING AND PROJECT MANAGEMENT
 - 1. Project management and administration
 - 2. Prepare and maintain design and construction schedule
 - 3. Attend kick-off meeting with City staff
 - 4. Prepare and submit monthly billing
- B. SURVEYING
 - 1. Conduct right-of-way and boundary research for each project site (5 sites total).
 - 2. Conduct field survey to locate sufficient monumentation to re-establish the right- of-way and property lines within the project (5 sites total).
 - 3. Conduct topographic survey of each project site (5 sites total)
- C. UTILITY COORDINATION
 - 1. Utility Research - iView
 - 2. Review Record Information
 - 3. Utility Research Letters
- D. DESIGN PARAMETERS MEMORANDUM
 - 1. Prepare Design Parameters Report containing the following information
 - A. Design flow rates of each well
 - B. Estimated head loss through each treatment system
 - C. GAC design parameters (empty bed contact time, hydraulic loading rate, vessel quantity, and series/parallel operation)
 - D. A description of major site features including features to mitigate aesthetic impacts (e.g. pit and walls); chlorination system; carbon delivery access; and backwash water disposal method.
 - E. Vessel procurement method
 - F. Electrical construction responsibilities
 - G. Schematic site plan showing the proposed improvements (5 sites total).
 - H. Schematic design level opinion of probable construction cost.

E. GEOTECHNICAL SERVICES

1. None.

Assumptions:

- a) The project management and programming budget is based on a total design duration of 12 months
- b) The project is assumed to be GAC wellhead treatment at five stand-alone existing well sites. There are no well site interconnecting pipelines as would be required for co-treatment of multiple pump stations at a single site.
- c) Offsite raw water lines and offsite backwash lines if required would not exceed 1,000 linear feet at any given site. Offsite raw water lines or backwash lines would not require encroachment permits from Caltrans or a railroad authority.
- d) The treatment plant is being constructed on an established City of Fresno well site or on property purchased by the City of Fresno for a remote treatment site location.
- e) The City will elect not to conduct a geotechnical investigation of the proposed treatment site.

Part 2: Design Development Phase

A. PRELIMINARY PLANS, SPECIFICATIONS, AND COST ESTIMATE

1. Address any remaining comments on the site design parameters summarized during Part 1.
2. Prepare preliminary (60%) plans for wellhead treatment construction project, including the following sheets:
 - i. Cover and index (1 sheet)
 - ii. Legend and notes (1 sheet)
 - iii. Demolition plan (5 sheets)
 - iv. Site plan (5 sheets)
 - v. Grading plan (5 sheets)
 - vi. Site piping plan (5 sheets)
 - vii. Pit piping details (2 sheets)
 - viii. Pit structural details (1 sheet)
 - ix. Miscellaneous details (2 sheets)
 - x. Equipment Building details and sections (3 sheets)
 - xi. Electrical sheets (10 sheets)
 - xii. Title 24 sheet (3 sheets)
 - xiii. Landscape plan (5 sheets)
 - xiv. Irrigation plan (5 sheets)
 - xv. Landscaping details (2 sheets)
3. Prepare preliminary technical specifications
4. Prepare itemized estimate of quantities and cost
5. Perform internal QA/QC review
6. Submit preliminary (60%) plans, specifications and estimate (PS&E)

Assumptions:

- a) The wellhead treatment construction projects will be bid as a single project (5 well sites in one plan set)

- b) City-supplied up-front contract documents (DIV 0 and 1) will be used
- c) New GAC vessels will be procured utilizing the City's standard GAC vessel procurement specifications.
- d) No new standby generators are included in the projects. Generators will be shown on Development Permit exhibits as future.

B. PERMITTING ASSISTANCE

1. Assist City with applying for and obtaining approval for a new or revised Development Permit (formerly known as a conditional use permit, CUP) for each site.
 - i. Prepare development permit exhibits consisting of Site Plan, Landscape Plan, and Elevation Views for each site (5 sites total)
 - ii. Assist Water Division with preparation of Planning & Development Department Master Application Form
 - iii. Submit application to Planning & Development Department
 - iv. Participate in up to three meetings or Planning & Development Department counter visits after the initial application to assist the City in obtaining an approved Development Permit
2. Submit off-site improvements plans to City of Fresno Public Works Department for review and approval
3. Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project.
4. Coordinate with Fresno Metropolitan Flood Control District (FMFCD) regarding acceptable location of backwash and flush-to-waste water discharge.
5. Establish whether project is subject to SJVAPCD Indirect Source Rule
6. Submit new electrical service application to PG&E if required to obtain new RULE 16 drawing

Assumptions:

- a) City will pay for all permit fees directly
- b) City will handle environmental compliance permitting and regulations (CEQA)
- c) No permits will be required other than those specifically identified above
- d) City will provide Preliminary Title Report and supporting Deed documents; Letter of Owner Authorization; and Operational Statement required for CUP application
- e) The City will handle coordination with residences adjacent to new treatment site regarding aesthetic impacts, and construction activities.
- f) Our fee assumes that no SJVAPCD permitting will be required.

Part 3: Construction Document Phase

A. DRAFT FINAL (90%) DESIGN

1. 60% submittal review meeting with City
 2. Address Design Development Phase review comments
 3. Prepare draft final plans, including the same sheets listed in the previous phase.
 4. Prepare draft final technical specifications
 5. Incorporate City up-front contract documents
 6. Prepare draft final cost opinions
 7. Submit draft final plans, specifications and estimate
 8. Internal QA/QC review prior to submittal
- B. FINAL (100%) PLANS, SPECIFICATIONS AND ESTIMATES
1. 90% submittal review meeting with City
 2. Address draft final review comments
 3. Prepare final plans
 4. Prepare final technical specifications
 5. Prepare final opinion of probable construction costs
 6. Submit final plans, specifications and estimate
 7. Internal QA/QC review prior to submittal
- C. BUILDING & SAFETY DEPARTMENT PLAN CHECK
1. Submit four full-size plan sets and two sets of structural calculations for Building & Safety Department Plan check
 2. Complete back check process to obtain Building & Safety Department approval
 3. Obtain FMFCD plan approval and signatures

Assumptions:

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

Part 4: Bidding Phase

Not included with this proposal, Provost & Pritchard will provide under separate contract.

Part 5: Construction Phase

Not included with this proposal, Provost & Pritchard will provide under separate contract.

Part 6: Planning Grant Assistance

- A. Project Management
 1. Assist City staff with Grant Project management and administration
 2. Prepare and maintain design and construction schedule for the Grant Manager
 3. Attend site visits with Grant Manager (assumed 2 site visits)
 4. Photo monitoring of the site (assumed 3 site visits)
- B. General Compliance Requirements
 1. Submit GPS data for project sites
 2. Submit Geotracker/GAMA system data
- C. Technical Advisory Committee

1. Assist the City with creating a Technical Advisory Committee
 2. Attend kickoff meeting at the City with the committee and prepare Draft summary memo for the City to review and submit to the grant manager
 3. Attend additional committee meetings at the City as required (assumed 2 meetings)
- D. Feasibility Study Report
1. It is assumed that the Feasibility Study submitted in May of 2018 by Provost & Pritchard will fulfill this requirement of the grant. No grant assistance provided by Provost & Pritchard is assumed for this subtask
- E. Public Outreach
1. Assist the City with developing outreach materials by providing project photos, graphics, and data on the progress of the project (assumed 3 maps or schematics will be developed and delivered in electronic format)
 2. Assist the City with conducting a public workshop. Provost & Pritchard will attend a public work shop meeting held at the city. Provost & Pritchard will prepare an agenda, sign in sheets, and summary of the meeting including photos of the workshop.
- F. Reporting Assistance
1. Provost & Pritchard will assist the City in providing information needed to submit the reports required by the grant:
 - i. Assumed 6 quarterly reports
 - ii. Assumed 2 "As Needed Information Reports" as requested by the Grant Manager
 - iii. Final Project Report and Summary

Assumptions:

- a) The City will take the lead role in complying with the grant requirements and Provost & Pritchard will assist the City as identified in the above scope of services.

SPECIFIC EXCLUSIONS

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

1. Support of any services related to litigation including, but not limited to, expert witness services, responding to subpoenas, participating in depositions, and testifying at trial.
2. Legal descriptions and exhibits
3. Applying for plan amendment, rezoning, or code variances
4. Geotechnical investigations and reports
5. Construction staking
6. Services associated with property acquisition
7. Preparation of dust control plans and storm water pollution prevention plans

8. Payment of agency plan check and permit fees
9. Payment of fees for outside laboratory, equipment, and testing services
10. Potholing and utility locating services
11. Environmental permitting assistance
12. Hydraulic modeling and/or surge analysis
13. Traffic control plans
14. Preparation of water treatment Operations Plan and Hazardous Materials Business Plan
15. Contractor prequalification
16. Construction management and inspection

ESTIMATED FEE SUMMARY

We will perform these services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate without additional authorization.

| Five Well Sites Fee Estimate | |
|---|------------------|
| Task | Estimated Fee |
| Task 1 - Schematic Design | \$101,000 |
| Task 2 - Design Development | \$228,000 |
| Task 3 - Construction Documents | \$288,000 |
| Task 4 - Bidding Phase (not included with this proposal) | - |
| Task 5 - Construction Phase (not included with this proposal) | - |
| Task 6 - Planning Grant Assistance | \$60,000 |
| Total Estimated Fee: | \$677,000 |

FOURTH AMENDMENT TO THE AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 17th day of June 2019 (Effective Date) between the CITY OF FRESNO, a California municipal corporation (City), and PROVOST & PRITCHARD CONSULTING GROUP, a California Corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement, on January 31, 2017 (Agreement) to provide professional civil engineering consulting services for Engineering Design and Feasibility Analysis for Removal of Trichloropropane (TCP) from Groundwater Extraction Wells for a total fee of \$268,000 (Project); and

WHEREAS, the City and the Consultant executed a First Amendment, dated December 8, 2017, to increase the Consultant's compensation by \$99,000 for additional services to provide engineering design for removal of TCP from groundwater at Water Well Pump Station 70; and

WHEREAS, the City and the Consultant executed a Second Amendment, dated February 8, 2018, to extend the Agreement to September 1, 2018 (also identified as First Amendment to Agreement); and

WHEREAS, the City and the Consultant executed a Third Amendment, dated October 4, 2018, to increase the Consultant's compensation by \$677,000 for additional services to provide engineering design for removal of TCP from groundwater at five Well Sites and to extend the Agreement to January 31, 2020; and

WHEREAS, City and Consultant desire to modify the Scope of Services described in EXHIBIT A; and

WHEREAS, with entry into this Agreement, Consultant agrees Consultant has no claim, demand, or dispute against City.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein conditioned, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. CONSULTANT shall perform to the satisfaction of CITY the scope of services described in **EXHIBIT A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **EXHIBIT A**.
3. Except as otherwise provided herein, the Agreement entered into by City and Consultant on January 31, 2017, the first amendment entered into by the City and the Consultant on December 8, 2017, the first amendment entered into by the City

and the Consultant on February 8, 2018, and the third amendment entered into by the City and the Consultant on October 4, 2018, remains in full force and effect.


[Signatures appear on the next page.]

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

CITY OF FRESNO,
A municipal corporation

Provost & Pritchard Consulting Group,
A California corporation

By: 
Michael Carbajal
Director of Public Utilities

By: 
Name: KEITH MORTENSEN

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney


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

By:  5/29/19
Brandon M. Collet Date
Senior Deputy City Attorney

By: 
Name: MICHAEL TAYLOR

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

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

By:  6/17/19
Date

Addresses:

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

CONSULTANT:
Provost & Pritchard Consulting Group Inc.
Attention: Keith Mortensen, PE
Vice President
286 W. Cromwell Avenue
Fresno, CA 93711
Phone: (559) 449-2700
FAX (559) 449-2715

Attachment: Exhibit A

EXHIBIT A

TCP Mitigation Design

Three Well Sites GAC Design Services

Scope of Services

Project Understanding

On February 2, 2017, the City of Fresno authorized Provost & Pritchard to proceed with feasibility study work as specified in the agreement dated January 31, 2017 titled "Engineering Design and Feasibility Analysis for Removal of Trichloropropane from Groundwater Extraction Wells". The purpose of the study was to provide engineering services needed to define the required mitigation measures associated with the contamination of forty-five (45) of the one-hundred (100) wells contaminated from the synthetic organic chemical (SOC) 1,2,3-Trichloropropane (TCP).

In addition to the feasibility study the City has asked Provost & Pritchard for a separate scope and fee to provide a **Remedial Investigation/Feasibility Study (RI/FS)** and engineering design services for **three (3)** of the contaminated wells to design the necessary TCP treatment improvements (granular activated carbon, GAC). The design services will be reimbursed as part of Proposition 1 funding obtained by the City. The individual contaminated well sites have not yet been selected by the City and the locations will be determined **as part of the RI/FS**.

Approach

It is anticipated that each of the **three (3)** well sites will conform to typical City of Fresno GAC design guidelines including the following assumptions:

1. Up to three (3) pairs of vessels each operated in series (up to 6 vessels total) at each site
2. Masonry walls and wrought iron access gates
3. Five (5) foot deep vessel pits equipped with vessel skid manifolds, lighting, and a sump pump;
4. Backwash and flush to waste pipelines connected to Fresno Metropolitan Flood Control District (FMFCD) storm drains where feasible;
5. On-site delivery truck access driveways where feasible;
6. Delivery truck dewatering drain inlets
7. Three-way valves to direct sump pump water to either the storm drain or sewer
8. Landscaping to screen the GAC vessels

In keeping with the typical Water Division scope of services, the design services included in this proposal include three of the typical five parts included in the City's standard consulting agreement:

Part 1: Schematic Design Phase

Part 2: Design Development Phase

Part 3: Construction Document Phase

Part 4: Bidding Phase – Not included with this proposal, Provost & Pritchard will provide under separate contract

Part 5: Construction Phase - Not included with this proposal, Provost & Pritchard will provide under separate contract

Part 6: Planning Grant Assistance

Part 7: Remedial Investigation/Feasibility Study (RI/FS)

Scope of Services

Our proposed scope of services for this project is segregated into several tasks and sub-tasks. Specific activities included in each task are described below. Recognize that the attached fee estimate reflects budget projections of our time and expenses required to perform the described work; while individual task budgets may be exceeded, the total budget estimate will not be exceeded without prior additional authorization.

SCOPE

Part 1: Schematic Design Phase

A. PROGRAMMING AND PROJECT MANAGEMENT

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

B. SURVEYING

1. Conduct right-of-way and boundary research for each project site (**3** sites total).
2. Conduct field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project (**3** sites total).
3. Conduct topographic survey of each project site (**3** sites total)

C. UTILITY COORDINATION

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

D. DESIGN PARAMETERS MEMORANDUM

1. Prepare Design Parameters Report containing the following information
 - A. Design flow rates of each well
 - B. Estimated head loss through each treatment system

- C. GAC design parameters (empty bed contact time, hydraulic loading rate, vessel quantity, and series/parallel operation)
 - D. A description of major site features including features to mitigate aesthetic impacts (e.g. pit and walls); chlorination system; carbon delivery access; and backwash water disposal method.
 - E. Vessel procurement method
 - F. Electrical construction responsibilities
 - G. Schematic site plan showing the proposed improvements (3 sites total).
 - H. Schematic design level opinion of probable construction cost.
- E. GEOTECHNICAL SERVICES
- 1. None.

Assumptions:

- a) The project management and programming budget is based on a total design duration of 12 months
- b) The project is assumed to be GAC wellhead treatment at **three** stand-alone existing well sites. There are no well site interconnecting pipelines as would be required for co-treatment of multiple pump stations at a single site.
- c) Offsite raw water lines and offsite backwash lines if required would not exceed 1,000 linear feet at any given site. Offsite raw water lines or backwash lines would not require encroachment permits from Caltrans or a railroad authority.
- d) The treatment plant is being constructed on an established City of Fresno well site or on property purchased by the City of Fresno for a remote treatment site location.
- e) The City will elect not to conduct a geotechnical investigation of the proposed treatment site.

Part 2: Design Development Phase

A. PRELIMINARY PLANS, SPECIFICATIONS, AND COST ESTIMATE

- 1. Address any remaining comments on the site design parameters summarized during Part 1.
- 2. Prepare preliminary (60%) plans for wellhead treatment construction project, including the following sheets:
 - i. Cover and index (1 sheet)
 - ii. Legend and notes (1 sheet)
 - iii. Demolition plan (3 sheets)
 - iv. Site plan (3 sheets)
 - v. Grading plan (3 sheets)
 - vi. Site piping plan (3 sheets)
 - vii. Pit piping details (2 sheets)
 - viii. Pit structural details (1 sheet)
 - ix. Miscellaneous details (2 sheets)
 - x. Equipment Building details and sections (3 sheets)

- xi. Electrical sheets (6 sheets)
 - xii. Title 24 sheet (3 sheets)
 - xiii. Landscape plan (3 sheets)
 - xiv. Irrigation plan (3 sheets)
 - xv. Landscaping details (2 sheets)
3. Prepare preliminary technical specifications
 4. Prepare itemized estimate of quantities and cost
 5. Perform internal QA/QC review
 6. Submit preliminary (60%) plans, specifications and estimate (PS&E)

Assumptions:

- a) The wellhead treatment construction projects will be bid as a single project (3 well sites in one plan set)
- b) City-supplied up-front contract documents (Div 0 and 1) will be used
- c) New GAC vessels will be procured utilizing the City's standard GAC vessel procurement specifications.
- d) No new standby generators are included in the projects. Generators will be shown on Development Permit exhibits as future.

B. PERMITTING ASSISTANCE

1. Assist City with applying for and obtaining approval for a new or revised Development Permit (formerly known as a conditional use permit, CUP) for each site.
 - i. Prepare development permit exhibits consisting of Site Plan, Landscape Plan, and Elevation Views for each site (3 sites total)
 - ii. Assist Water Division with preparation of Planning & Development Department Master Application Form
 - iii. Submit application to Planning & Development Department
 - iv. Participate in up to three meetings or Planning & Development Department counter visits after the initial application to assist the City in obtaining an approved Development Permit
2. Submit off-site improvements plans to City of Fresno Public Works Department for review and approval
3. Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) regarding the project.
4. Coordinate with Fresno Metropolitan Flood Control District (FMFCD) regarding acceptable location of backwash and flush-to-waste water discharge.
5. Establish whether project is subject to SJVAPCD Indirect Source Rule
6. Submit new electrical service application to PG&E if required to obtain new RULE 16 drawing

Assumptions:

- a) City will pay for all permit fees directly
- b) City will handle environmental compliance permitting and regulations (CEQA)

- c) No permits will be required other than those specifically identified above
- d) City will provide Preliminary Title Report and supporting Deed documents; Letter of Owner Authorization; and Operational Statement required for CUP application
- e) The City will handle coordination with residences adjacent to new treatment site regarding aesthetic impacts, and construction activities.
- f) Our fee assumes that no SJVAPCD permitting will be required.

Part 3: Construction Document Phase

A. DRAFT FINAL (90%) DESIGN

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

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

- 1. 90% submittal review meeting with City
- 2. Address draft final review comments
- 3. Prepare final plans
- 4. Prepare final technical specifications
- 5. Prepare final opinion of probable construction costs
- 6. Submit final plans, specifications and estimate
- 7. Internal QA/QC review prior to submittal

C. BUILDING & SAFETY DEPARTMENT PLANCHECK

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

Assumptions:

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

Part 4: Bidding Phase

Not included with this proposal, Provost & Pritchard will provide under separate contract.

Part 5: Construction Phase

Not included with this proposal, Provost & Pritchard will provide under separate contract.

Part 6: Planning Grant Assistance

- A. Project Management
 - 1. Assist City staff with Grant Project management and administration
 - 2. Prepare and maintain design and construction schedule for the Grant Manager
 - 3. Attend site visits with Grant Manager (assumed 2 site visits)
 - 4. Photo monitoring of the site (assumed 3 site visits)
- B. General Compliance Requirements
 - 1. Submit GPS data for project sites
 - 2. Submit Geotracker/GAMA system data
- C. Technical Advisory Committee
 - 1. Assist the City with creating a Technical Advisory Committee
 - 2. Attend kickoff meeting at the City with the committee and prepare Draft summary memo for the City to review and submit to the grant manager
 - 3. Attend additional committee meetings at the City as required (assumed 2 meetings)
- D. Feasibility Study Report **See Task 7**
 - 1. It is assumed that the Feasibility Study submitted in May of 2018 by Provost & Pritchard will **not** fulfill this requirement of the grant. **An additional Remedial Investigation/Feasibility Study will be prepared under Task 7**
- E. Public Outreach
 - 1. Assist the City with developing outreach materials by providing project photos, graphics, and data on the progress of the project (assumed 3 maps or schematics will be developed and delivered in electronic format)
 - 2. Assist the City with conducting a public workshop. Provost & Pritchard will attend a public work shop meeting held at the city. Provost & Pritchard will prepare an agenda, sign in sheets, and summary of the meeting including photos of the workshop.
- F. Reporting Assistance
 - 1. Provost & Pritchard will assist the City in providing information needed to submit the reports required by the grant:
 - i. Assumed 6 quarterly reports
 - ii. Assumed 2 "As Needed Information Reports" as requested by the Grant Manager
 - iii. Final Project Report and Summary

Assumptions:

- a) The City will take the lead role in complying with the grant requirements and Provost & Pritchard will assist the City as identified in the above scope of services.

Part 7: Remedial Investigation /Feasibility Study (RI/FS)

- A. The RI/FS will be prepared in limited general accordance with the EPA guidance on preparing Remedial Investigations and Feasibility Studies (EPA 540/G89/004) and will address at a minimum the following:
1. Nature and extent of TCP distribution in groundwater (based on existing City TCP data)
 2. Identify potential critical Study Areas (SA), assumed 3 total
 3. Geologic and hydrologic conditions in selected critical SA
 4. Well construction for wells which are in selected SAs
 5. Nature and extent of potential non-TCP contaminants that might affect potential Treatment designs.
 6. Develop site conceptual models for each SA
 7. Evaluation of mitigation by pumping strategy.
 8. Evaluation of potential treatment strategies for affected wells within SAs.

Assumptions:

- a) The RI portion of the RI/FS will be limited to a review and use of existing City and other publicly available data.
- b) No new field work, sampling or well drilling is anticipated for the RI data review.

SPECIFIC EXCLUSIONS

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

1. Support of any services related to litigation including, but not limited to, expert witness services, responding to subpoenas, participating in depositions, and testifying at trial.
2. Legal descriptions and exhibits
3. Applying for plan amendment, rezoning, or code variances
4. Geotechnical investigations and reports
5. Construction staking
6. Services associated with property acquisition
7. Preparation of dust control plans and storm water pollution prevention plans
8. Payment of agency plan check and permit fees
9. Payment of fees for outside laboratory, equipment, and testing services
10. Potholing and utility locating services
11. Environmental permitting assistance
12. Hydraulic modeling and/or surge analysis
13. Traffic control plans
14. Preparation of water treatment Operations Plan and Hazardous Materials Business Plan
15. Contractor prequalification
16. Construction management and inspection

ESTIMATED FEE SUMMARY

We will perform these services on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate without additional authorization.

| Three Well Sites Fee Estimate | |
|--|------------------|
| Task | Estimated Fee |
| Task 1 - Schematic Design | \$90,000 |
| Task 2 - Design Development | \$170,000 |
| Task 3 - Construction Documents | \$200,000 |
| <i>Task 4 - Bidding Phase (not included with this proposal)</i> | - |
| <i>Task 5 - Construction Phase (not included with this proposal)</i> | - |
| Task 6 – Planning Grant Assistance | \$60,000 |
| Task 7 – Remedial Investigation /Feasibility Study (RI/FS) | \$157,000 |
| Total Estimated Fee: | \$677,000 |