

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

THIS AGREEMENT is made and entered into effective the _____ day of March, 2018, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Parsons Water and Infrastructure Inc., a Delaware corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional design services for Airport Recycled Water Facility Part 1A – Schematic Design Initial Phase, hereinafter referred to as the "Project;" and

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

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

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

AGREEMENT

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

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

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 31, 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 of Five Hundred Sixty Five Thousand Eight Hundred Ninety-Four Dollars (\$565,894.00), and a contingency amount not to exceed Thirty Thousand Dollars (\$30,000.00) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director. Such fees include all expenses incurred by CONSULTANT in performance of such services.

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

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

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault

or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

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

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

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

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

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

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

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) 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.

(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 coverages and limits appropriate to the Subcontractor's scope of work and include protection, as an additional insured, to the CITY and each of its officers,

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

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

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

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

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

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

11. General Terms.

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

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

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

perform the services called for by this Agreement (or that no license is required) before beginning work.

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

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

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

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

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

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

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

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

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

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

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

16. Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FRESNO,
a California municipal corporation

Parsons Water and Infrastructure, Inc.,
a Delaware corporation

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

By: Surendra Thakral
Name: Surendra Thakral
Title: Senior Vice President
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Ashay V. Dalvi
Name: Ashay V. Dalvi
Title: Assistant Secretary
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Deputy

APPROVED AS TO FORM:
City Attorney's Office

By: Amanda Freeman Date 2.14.18
Amanda Freeman Date
Deputy

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

REVIEWED BY:

Michael Carbajal, Planning Manager
Department of Public Utilities

Addresses:
CITY:
City of Fresno
Attention: Glenn Knapp,
Professional Engineer
2101 G Street
Fresno, CA 93706
Phone: (559) 621-1624
FAX: (559) 498-4126

CONSULTANT:
Parsons Water and Infrastructure, Inc.
Attention: Surendra Thakral,
Senior Vice President
100 West Walnut Street
Pasadena, CA 91124
Phone: (626) 440-6263
FAX: (626) 440-2702

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

Exhibit A
Scope of Services
Phase I
Part 1 A- Schematic Design Initial Phase
Airport Recycled Water Facility
(8 MGD Indirect Potable Reuse)

This Exhibit A describes Parsons' Scope of Services for Phase 1 of the project and includes optional key tasks to provide quality engineering deliverables and professional services..

Background

Through previous agreement with the City (July 2, 2015), Parsons provided a Feasibility Study for consideration of an Airport Recycled Water Facility (ARWF). In May 2016, Parsons completed and submitted the Feasibility Study for the City's review.

The main objective of the Feasibility Study was to define project parameters for the location, design and construction of a recycled water facility that is cost-effective to design and build, publicly acceptable, constructible, easy to operate, compatible with Tertiary Treatment and Disinfection Facility (TTDF) and state-of-the-art. This facility must be capable of producing Title 22 quality water for unrestricted irrigation and indirect potable reuse (IPR) by groundwater recharge at Leaky Acres Recharge Basins (Leaky Acres). The overarching goal for the design of the ARWF will be to have a facility that is eventually convertible to Direct Potable Reuse (DPR). The ARWF should blend in with the surrounding commercial, industrial and residential neighborhood while producing high quality recycled water to supplement the City's valuable water resources.

PROPOSED PROJECT SUMMARY:

Following is a brief summary of potential components of the overall ARWF for consideration including potential pipeline alignments, wastewater lift stations and force mains, treatment plant unit processes, recycled water distribution system, and groundwater recharge.

Wastewater Diversions, Lift Stations, Force Mains, Reject and Waste Flows to Sewer System

Wastewater for the 8-mgd ARWF would likely be supplied from three locations:

- Chestnut Avenue at White Avenue (near Belmont Avenue)
- First Street at McKinley Avenue
- Along the north side of State Route 180, approximately 750 feet East of Clovis Avenue, on the south side of the E & J Gallo Winery property

The wastewater diversion supply locations may vary depending on the results of a thorough siting evaluation. A wastewater pump station and related pipeline facilities are expected to be required for the conveyance of wastewater to the ARWF from each of the three diversion locations. Pipelines to return residual wastewater and/or "off-spec" effluent from the ARWF to the existing trunk sewer system would also be required.

Depending on capacity needs for the return pipelines, and on capacity availability in the receiving trunk sewer, the return pipelines may extend back to one or both of the diversion locations using the same alignment corridor.

Preliminary alignments of the wastewater force mains / return pipelines as shown on the Location Map (Figure 1) were developed to capitalize on the most direct route that would allow crossings to occur where the freeway crosses over the host roadway, instead of under the host roadway. Also, the use of Olive Avenue as a host roadway for pipeline facilities was avoided because a large regional potable water transmission main will soon be constructed in Olive Avenue. The presence of the water transmission main will limit available underground space in Olive Avenue for the wastewater force mains / return pipeline facilities. It would also probably be considered undesirable from a public relations and political standpoint for two major pipeline construction projects to occur in relatively close sequence in Olive Avenue.

Diversion structure and lift stations would include the following features:

- Diversion structures with isolation gates or accessible stop plates.
- Fencing or security wall and gates that complement the surrounding neighborhood
- Submersible lift station using precast concrete wet well; cast in place base and top slab
- Pumps removable on guiderails, through hatches equipped with safety net, per City standards
- Accessible Discharge valve vault, with trapped drain back to wet well
- Below-grade wet well vented to odor control system
- Landscaping and minimal irrigation per City standards
- Access drive connected to public road per City standards
- Fiber optic link to City's central SCADA system via the ARWF SCADA/communications system
- Surveillance camera system
- Security system
- Electrical and controls equipment, including VFD's in climate-controlled cabinets above grade.
- Flow metering system tied to SCADA system
- Hose bibs for lift station wash-down
- Focused work area lighting with features to limit nuisance to the surrounding neighborhood
- Noise mitigation measures using acoustical treatment/natural buffers as needed

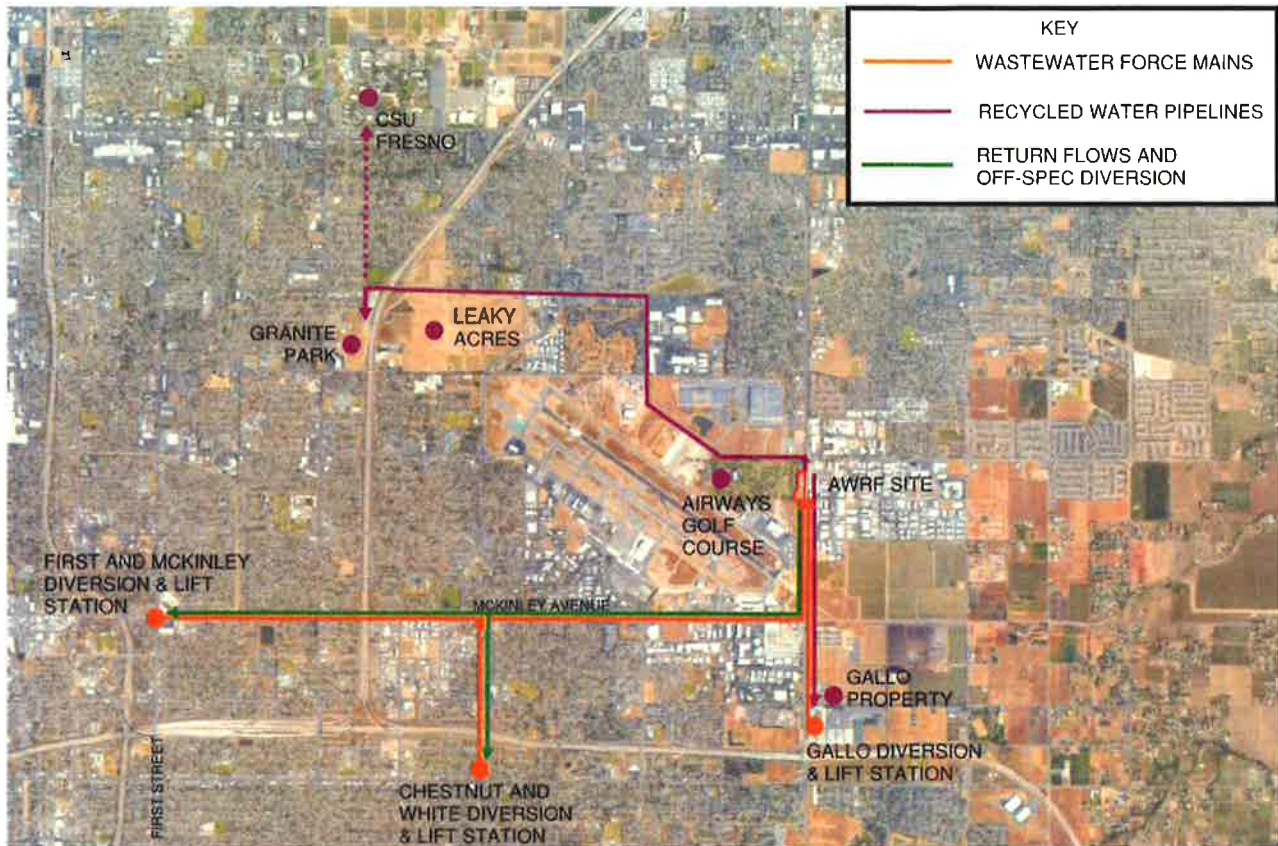


Figure 1: Proposed Sewer and Recycled Water Corridors

Airport Recycled Water Facility (ARWF)

Location

Parsons scope of work considers ARWF to be located at Airways Property, adjacent to Airways Golf Course (shown in Figure 2 below). The entire site, which occupies approximately 6 acres, would be used for these treatment plant facilities. If work associated with these Phase I efforts indicate high potential, expansion of Parsons scope of work would be considered including development of the entire site with security walls, gates, security cameras, landscaping, drainage, parking structures, etc., in addition to facilities required for the operation and maintenance of ARWF as further outlined below.



Considering results of these Phase I Services, outstanding funding and regulatory conditions, and the uncertainty and potential variations of Gallo Winery effluent treatment requirements, the City may decide to seek future additional Engineering Services from Parsons in two phases as described below:

Phase I

1. Part 1 A - Schematic Design Initial Phase

Phase II

2. Part 1 B - Schematic Design Completion Phase
3. Part 2- Detailed Design Phase
4. Part 3 - Construction Document Phase
5. Part 4 - Bid Support Phase
6. Part 5 - Construction

This Scope of Services is only for professional engineering services associated with the implementation of Phase I.

Figure 2: Airways Property Site Location

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Preliminary Process Schematic

Figure 3 provides an 8 mgd IPR preliminary process schematic. Parsons approach considers an overall process flow and layout for future conversion to 8 mgd direct potable reuse (DPR).

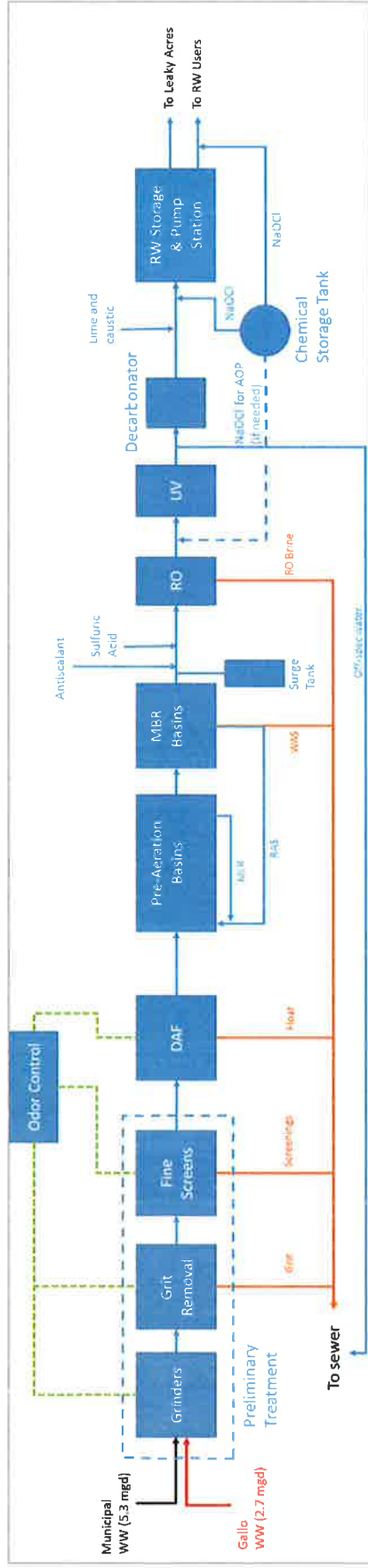


Figure 3: 8 mgd IPR Preliminary Process Schematic

ARWF Layout and Facilities

Facilities layout and underground utilities would be sized to accommodate future conversion to 8 mgd DPR. All open basins will have covers with anti-glare surfaces to prevent attracting birds or other animals and interference with air traffic from the airport.

Preliminary Treatment

The force mains will feed into an influent box, after which the wastewater would be processed through in-line type comminutors to grind up large solids. Grit tanks would then remove grit and sand. Wastewater would flow by gravity to the fine screens, designed to remove solids greater than 2 mm. Screenings and grit would be sluiced back to the sewer to eliminate solids handling on-site. All three processes would be located in one building. Odor control would be provided for all preliminary treatment processes, and would consist of a bioscrubber with synthetic media followed by carbon adsorption vessels.

Dissolved Air Flotation (DAF)

Dissolved air flotation (DAF) may be provided as a primary treatment step to remove light, floatable solids that are present in the Gallo Winery wastewater. Necessity of DAF will be further evaluated through bench-scale and desktop studies. A business case evaluation (BCE) will be performed to analyze the costs and benefits of providing DAF versus a downflow primary clarifier or no primary treatment.

Pre-Aeration Basins

Four aeration basins would be provided, each with anoxic and oxic zones for biological nutrient removal (BNR). All open basins will have covers with anti-glare surfaces to prevent attracting birds or other animals and interference with air traffic from the airport. Dedicated pumps for each basin will return mixed liquor from the oxic zone to the anoxic zone for denitrification. Aeration blowers will provide air to the oxic zones and will be housed in a common process equipment/maintenance building.

Membrane Bioreactor (MBR) Basins

Four basins would house several membrane bioreactor (MBR) cassettes. MBR permeate pumps would extract membrane permeate from the basins and feed the downstream processes. Return activated sludge (RAS) pumps would return mixed liquor from the membrane basins to the pre-aeration basins, and waste activated sludge (WAS) pumps would discharge WAS to the sewer. Scour air blowers would provide the air required to scour the membranes and would be housed in the process equipment/maintenance building. Sodium hypochlorite and citric acid storage and feed systems would be required for the membrane cleaning process.

The MBR system design criteria are largely vendor specific. There are two different types of membranes, namely, hollow fiber and flat sheet, being commonly used. Each MBR system manufacturer has different arrangements for their membranes, area requirements, and reactor sizes. We have assumed hollow-fiber membranes for ARWF as they would result in smaller footprint.

Reverse Osmosis (RO)

Reverse osmosis (RO) will be required at ARWF for three reasons: (1) reduction of total dissolved solids (TDS), (2) removal of total organic carbon (TOC), and (3) removal of pathogens for IPR by groundwater recharge at Leaky Acres. The following is a description of the RO process.

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RO feed pumps will pump MBR permeate through the RO system. Cartridge filters will be provided to protect the RO membranes. Eight RO skids, equipped with low pressure RO membranes, will be provided, each capable of treating 1 mgd. Antiscalant and sulfuric acid will also need to be injected into the system prior to the RO membranes to avoid scale buildup. The reject stream from the RO system will be discharged to the sewer. Chemical cleaning solutions and feed systems will be required for RO membrane cleaning. The RO membranes and ancillary equipment will be housed in the process equipment/maintenance/building, and RO piping will be in accessible pipe trenches.

Ultraviolet (UV) Disinfection and Advanced Oxidation Process (AOP)

In-line ultraviolet (UV) disinfection would be provided following RO, minimizing the number of UV lamps required for Title 22 disinfection. For IPR at Leaky Acres, an order-of-magnitude higher UV dose, compared to disinfection for unrestricted reuse, will likely be required depending on underground retention time in the groundwater basin (1-log virus inactivation credit is given for every month retained underground).

Advanced oxidation through the addition of hydrogen peroxide or sodium hypochlorite prior to treatment in the UV reactor *may be* required depending on the constituents in Gallo Winery wastewater per DDW. AOP will be required if there are significant NDMA and disinfection by-product (DBP) pre-cursors in Gallo Winery wastewater. A water quality analysis of Gallo Winery wastewater will be required to determine the necessity of AOP. *The scope of work and fee estimate presented herein include AOP system. If not needed, scope and fee will be adjusted accordingly.*

Stabilization and pH Adjustment

Following RO and UV/AOP, decarbonation would be required to stabilize the product water and remove CO₂. Lime and/or caustic addition will also likely be required to complete the stabilization and pH adjustment.

Recycled Water Storage and Pump Station

Onsite recycled water storage will be provided to balance recycled water production with demand. Depending on site constraints, recycled water storage will be provided in an underground forebay, with the recycled water pumps located on top of the storage reservoir. If ARWF is eventually expanded to a DPR facility, this storage can be considered part of the engineered buffer storage potentially required for a DPR project.

Process Equipment/Maintenance Building

One building would be provided for chemical storage/feed systems, blowers, ancillary equipment, as well as the RO and UV/AOP systems. This building would also include maintenance/repair/storage space. The architecture of the building would be such that it blends with the surroundings.

Electrical Building

One building would be provided to house and protect the major electrical switchgear, power distribution equipment, and standby power system. The architecture of the building would blend with the surroundings.

Administration Building

An administration building would be provided with a reception area, offices, laboratory, and SCADA control room using similar architectural themes to blend with the surroundings.

Recycled Water Distribution System and Pipeline to Leaky Acres

Parsons scope of work would include recycled water distribution system to Airways Golf Course, Leaky Acres, Granite Park, California State University, Fresno (CSU Fresno) and the E&J Gallo Winery (Gallo) properties. The proposed alignments of the recycled water pipeline corridors as shown on the Location Map in Figure 1 were developed to capitalize on the most direct route from the ARWF to the proposed recycled water use areas, in host roadways expected to have reasonably available underground space available for the recycled water pipelines. A single recycled water pipeline is proposed to deliver water to Airways Golf Course, Leaky Acres, Granite Park, and CSU Fresno. A separate pipeline would be provided for recycled water delivery to Gallo.

New Water Well and Well Equipping

Future work by Parsons may also include design and services during construction for drilling, construction, and equipping of a new water well which would be constructed at a site to be determined. The well water will be disinfected and conveyed to the existing potable water distribution system. Disinfection by chlorination with sodium hypochlorite solution will be provided at the well head. The engineering services would include:

- Design of a new water production well.
- Observing and monitoring the drilling, construction, and development of the new well.
- Design for the equipping of the new well with a deep well pump, including:
 - A building containing an electrical/control room and a chlorination room.
 - An on-site chlorination facility that feeds sodium hypochlorite solution into the well discharge pipeline.
 - A remote telemetry unit (RTU) integrated into the City's existing SCADA system to transmit pressure, flow, alarm, and control signals.
 - Well site grading, paving, and fencing.
 - Approximately 2,000 feet of well discharge pipeline connecting the new well pumping station to the existing water distribution system.

The services would also include monitoring and sampling during drilling and construction of the new well by a professional geologist.

Parsons Scope of Services – Phase I

The scope of services presented below for the Part 1 A- Schematic Design Initial Phase was prepared based upon the understanding from prior experience that the City will provide the services listed in Appendix A of this proposal. Design level of effort assumptions, fees and rates are provided in Appendices B,C and D respectively.

TASK 1 PROJECT MANAGEMENT, COMMUNICATION, AND QUALITY CONTROL

The objectives of this task are to maintain effective communication with City staff and to monitor and control the project quality, schedule, budget, staff resources and technical activities so that the project is completed on schedule and within budget.

SUBTASK 1.1 Project Management & Prepare Project Management Plan

This task includes efforts associated with the project management throughout this phase and development of a project management plan (PMP) to serve as a roadmap for the project from schematic design through construction and start-up, identifying the sequence of activities, including reviews and progress reporting. The PMP will address the project implementation approach, staffing, organization, project record keeping, document control, quality control (QC) and quality assurance responsibilities, sustainability plan, safety management plan, and milestones including technical committee meetings, project budget, and schedule. A draft PMP will be presented during the kickoff meeting for the City's review and comments.

SUBTASK 1.2 Conduct Kickoff Meeting

Parsons will conduct a kickoff meeting with the City's staff to introduce the project team to the City and confirm the scope of services and schedule. The draft PMP will be presented and reviewed in the kickoff meeting. Parsons' project manager, project engineer and other key team members will attend.

SUBTASK 1.3 Conduct Biweekly Conference Calls

In addition to the focused workshop, Parsons will conduct biweekly conference calls with City staff to discuss the progress of the schematic design activities and to coordinate with various functional groups during this schematic design phase.

SUBTASK 1.4 Provide Monthly Project Progress Reports, Invoices, and Updates

Parsons will provide brief and easy-to-understand monthly project progress reports to the City. These progress reports will describe the preceding month's activities, work planned for the next period, estimated progress, and areas of concern.

TASK 2 CONDUCT LEAKY ACRES RECHARGE STUDIES

SUBTASK 2.1 Conduct Regulatory Approval Scoping Meeting

The Parsons team and City staff will meet with staff at the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW) and Regional Water Quality Control Board, Central valley Region (RWQCB) to discuss the project, the Team's proposed course of action, and jointly identify specific permitting and approval requirements. Key regulatory focus areas to be discussed will include, but may not be limited to, the following:

- Required studies/modeling for recharge at Leaky Acres for Indirect Potable Reuse (IPR)
- Relocation of wells
- Title 22 requirements
- Domestic water supply permit requirements (if needed), and
- Report of waste discharge requirements (WDR).

Parsons will conduct Task 2 in close coordination with the City.

Deliverables

- *Scoping Meeting Notes*

SUBTASK 2.2 Review Existing Data and Documentation

The Parsons team will review existing data and documentation related to the following key project elements:

- Local and regional hydrogeology, including hydro-stratigraphy (i.e., the sediment sequence beneath Leaky Acres – shallow clay layers, aquifers, aquitards) and groundwater flow conditions (i.e., depth, direction, gradient, velocity) based on regional studies (e.g., US Geological Survey [USGS]) and localized studies (e.g., groundwater management plans, urban water management plans [UWMPs], integrated regional water management plans [IRWMPs])
- Vadose zone soil conditions beneath Leaky Acres, based on studies specific to Leaky Acres (e.g., USDA, 1980; pond design documents) and lithologic data for borings and water supply wells drilled at, and in the immediate vicinity of, Leaky Acres
- Water supply information for 24 City water supply wells proximate to Leaky Acres (e.g., well logs, well construction details, groundwater levels, pumping history, hydraulic properties, etc.)
- Hydraulic data for Leaky Acres (e.g., infiltration rate tests, percolation tests, soil sample geotechnical analyses [e.g., porosity, permeability, etc.])
- Current groundwater quality conditions in the vicinity of Leaky Acres, including water quality data for water supply wells and selected monitoring wells, with particular attention to soil fumigants (e.g., dibromo chloropropane [DBCP]), fumigant impurities (e.g., 1,2,3-trichloropropane), nitrate, and general geochemistry (e.g., TDS, major anions/cations, dissolved oxygen/redox potential)
- Operational data for Leaky Acres (e.g., original design details, pond configuration and sequencing, volume of water applied, water quality, tilling operations)
- Predicted quality of water from the treatment facilities proposed by Parsons for the ARWF will be provided by Parsons

A summary of this review will be prepared for inclusion as an opening section in the Regulatory Approval Work Plan or as an appendix to the Work Plan. The summary will document existing conditions, including pertinent tables and figures generated from the database developed within the Geographic Information System (GIS) platform. The review will focus on the following key project elements:

- Local hydrogeology and groundwater flow conditions
- Lithology beneath Leaky Acres and soil properties
- Operational conditions and history at Leaky Acres
- Groundwater production proximate to Leaky Acres
- Anticipated source water quality for recycled water applied to Leaky Acres
- Current groundwater quality conditions

Deliverables

- *Summary of Data Review*

SUBTASK 2.3 Develop GIS-Based Database

The Parsons team will compile relevant data that was reviewed into a project database. The database will operate within ArcView, a GIS platform. It is assumed that data is available from existing City databases or other compatible electronic formats (e.g., excel spreadsheets), and no manual entry of data will be required. The GIS-database will be used to develop all tabular and graphic depictions of data (e.g., data tables, site maps, geochemical maps), and will facilitate data analysis and the preparation of the Work Plan and Aquifer Recharge Management Plan (ARMP).

Deliverables

- GIS database summary
- Database outputs (tables, figures), as needed

SUBTASK 2.4 Prepare Regulatory Approval Work Plan (Work Plan)

The Parsons team will prepare a Regulatory Approval Work Plan (Work Plan) that details the required elements necessary for obtaining approvals from the DDW and RWQCB. As noted, the Work Plan will also present a summary of existing conditions. Based on this summary, the Work Plan will identify data gaps and provide recommendations for obtaining the missing data. Any work scope required to gather missing data is not included within this proposal and the associated budget. Based on discussions with City staff, a separate proposal or bid package could be prepared for this additional work, if needed. As an example, additional data on lithologic and groundwater conditions beneath Leaky Acres may be required. This could involve cone penetrometer testing (CPT), vadose zone soil moisture logging, geophysical mapping, infiltrometer tests, percolation tests, lysimeter installation and sampling, etc.

The Parsons team will prepare a description of the advanced wastewater treatment plant. This description will accompany the Work Plan. Alternatively, the treatment plant description may be provided as a defined section within the Work Plan if the City and/or DDW/RWQCB prefer that a single document be prepared.

A draft Work Plan will be submitted to the City for initial review and comment. After City comments have been incorporated, a final draft Work Plan will be submitted to the DDW and RWQCB for their respective reviews. It is likely that these agencies will identify additional requirements not initially discussed at the joint meeting. Once agency comments have been incorporated, a final Work Plan will be submitted to the DDW and RWQCB for their approval.

Deliverables

- Draft and Final Work Plan

SUBTASK 2.5 Maintain Regular Contacts with Regulatory Agencies

As noted, obtaining regulatory approval to use Leaky Acres for aquifer recharge/IPR is a critical step for the overall project. The work scope described herein and the key documentation (i.e., Work Plan and ARMP) are intended to satisfy the requirements of these agencies and obtain the approvals. However, simply submitting documentation will not achieve the approvals in an expeditious manner. Therefore, the following actions will be taken to maintain regular contact with the agencies, build a trusted working relationship between the Parsons' Team and these agencies, and expedite the approvals:

- Face-to-face meetings:
 1. Prior to submittal of the Work Plan
 2. Presentation of the findings from the groundwater modeling, possibly the optional tracer study (Optional Task 2), and water quality modeling
 3. Approximately 15 days after ARMP submittal to obtain feedback and comments from the agencies on the ARMP
- Monthly progress conference calls (over a 9-month period)
- As needed calls to address specific issues, and ongoing email correspondence

It is assumed that both DDW and RWQCB staff will attend all face-to-face meetings and monthly progress calls, and that the meetings will take place in Sacramento or Fresno.

Deliverables

- Meeting/Discussion Notes

As noted, it may be decided that a field tracer study is needed to empirically measure actual travel times. Optional Task 2 provides Parsons scope of work for the Field Trace Study.

SUBTASK 2.6 Travel Time Modeling

The DDW has indicated that for IPR, potable groundwater cannot be pumped from a water supply well located within a three-month travel time of the Leaky Acres ponds. We understand that this travel time includes both percolation within the vadose zone and groundwater flow. The following existing groundwater flow models can be used as part of this analysis:

1. A flow model for the entire central valley (CVSim) developed by the USGS
2. A flow model for the North King's Sub-basin developed for several public agencies by Water Resources & Information Management Engineering, Inc. (WRIME)
3. A flow model (with solute transport pending) specific to the Cities of Fresno and Clovis developed by Wheatcraft and Associates to support litigation efforts related to 1,2,3-trichloropropane (TCP) contamination of groundwater.

The USGS model is available to the public, and the Parsons team has a functional copy of the model code. However, CVSim has a very large grid/node size of one kilometer; therefore, its applicability to this analysis is limited. We understand that the WRIME model is available to the City; however, there are some issues with the model that have limited its applicability. The Wheatcraft model is still under development; however, the Parsons team should be able to access the model as we are also supporting the City's 1,2,3-TCP litigation.

To varying degrees, the models include streamflow, surface water inputs, vadose zone percolation, and groundwater flow. Historical recharge at Leaky Acres has been incorporated into the WRIME and Wheatcraft models. The Parsons team will utilize the particle-tracking package within the Wheatcraft and/or WRIME models to evaluate travel times from the edges of key ponds to nearby water supply wells.

The modeling may indicate that, with specific operational criteria for Leaky Acres, a limited number of existing water supply wells could not be used for potable supply once the project is implemented. Under this scenario, and after discussion of the implications with the City, the modeling results would be presented to the DDW and the RWQCB. It should be noted that the DDW and the RWQCB may still require a field tracer study to confirm the travel times and validate the predictions of the model. This will be discussed at the Regulatory Approval Scoping Meeting.

The modeling may indicate that a larger number of existing water supply wells could not be used for potable supply. The implications of this scenario will be discussed with the City. If this scenario occurs, a field tracer study could be conducted to provide actual field-based travel times (an optional task as provided below). The field tracer study would likely result in longer travel times; and thus, indicate that fewer water supply wells would have to be removed from service. Clearly, the ability to continue to use more of the existing water supply wells and replace fewer wells would be beneficial to the City. A field tracer study and the associated budget are included as an optional task within this scope of work. Based on the results of the groundwater modeling, the City may elect to proceed with the tracer study. The results of any field tracer study will be presented to the DDW and the RWQCB. It should be noted that the tracer study should be conducted while surface water is available to recharge Leaky Acres; that is, between January and April 2017.

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Upon completion of the travel time estimates, data gaps may be identified. If critical data gaps are identified, recommendations for obtaining the missing data will be provided. Work scope and the associated budget required to gather missing data is not included within this proposal. Based on discussions with City staff, a separate proposal or bid package could be prepared for this additional work, if needed.

Deliverables

- *Travel Time Modeling Summary*

SUBTASK 2.7 Water Quality Impact Modeling

The Parsons team will assess water quality issues associated with groundwater recharge to evaluate whether the application of recycled water at Leaky Acres will have any potential adverse impacts on groundwater quality, and how best to monitor for such potential impacts. This will include changes in groundwater geochemistry (e.g., redox conditions, TDS concentrations, bromate generation), contaminant transport (e.g., presence of n-nitroso compounds in recharged water), and the presence and use of intrinsic tracer compounds in recycled water (e.g., coprostanol, Acesulfame potassium [ACE-K]). The evaluation will utilize the existing groundwater flow model to simulate contaminant and tracer transport from Leaky Acres. Additionally, a geochemical mixing model will be used to evaluate changes in natural geochemistry from the mixing of recycled water with native groundwater.

Upon completion of the water quality evaluation, data gaps may be identified. If critical data gaps are identified, recommendations for obtaining the missing data will be provided. Work scope that would be required to gather missing data is not included within this proposal and the associated budget. Based on discussions with City staff, a separate proposal or bid package could be prepared for this additional work, if needed.

Deliverables

- *Water Quality Impact Modeling Summary*

SUBTASK 2.8 Leaky Acres Recharge Studies Progress Meetings During Phase 1

Given the critical nature of the project and the complexity of the regulatory environment, we propose regular face-to-face meetings with the regulatory agencies. In addition, we will meet with City staff in the City of Fresno at the following times to discuss progress and communicate issues and risks related to Leaky Acres:

- Project kick-off meeting
- Presentation of findings from the groundwater modeling, optional tracer study, and water quality modeling

Deliverables:

- *Meeting Notes*

TASK 3 REGULATORY & PERMITTING AGENCIES COORDINATION AND REPORTING

SUBTASK 3.1 Provide Regulatory Agencies and Permitting Coordination

Using the information developed in the schematic design and design development phases of the Project, Parsons will assist the City with the permitting applications and reporting activities, consisting of the following subtasks:

- Assist the City as requested in reviewing permit applications and responding to agency questions.
- Assist the City in acquiring/writing the following permits/requirements:
 - RWQCB Waste Discharge Requirements (WDR) and Report of Waste Discharge (described below)
 - CEQA Environmental Impact Report (EIR), as described in Task 6 below
 - San Joaquin Valley Air Pollution Control District (SJVAPCD) air permit
 - Fresno County and Caltrans Encroachment permits, conditional use permit (CUP), grading permits, building permits, general construction permit for the pipeline, pump station, treatment plant facilities from the city, state, and the affected utilities and agencies
 - California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration Agreements for Canal Crossings
 - US Army Corps of Engineers (USACE) Permit for Canal Crossings
 - RWQCB Permit Applications for Canal Crossings
 - California Department of Industrial Relations Underground Classification Applications
 - DDW approval for IPR at Leaky Acres (As described in Task 1)
 - Federal Aviation Administration (FAA) Permit for ARWF

SUBTASK 3.2 Prepare Report of Waste Discharge (ROWD)

The Report of Waste Discharge (ROWD) will be prepared and submitted to the Division of Drinking Water (DDW) and the Regional Water Quality Control Board (RWQCB) for review and approval and will form the basis of the Waste Discharge Requirement (WDR) permit. The ROWD will include:

- (a) Project introduction, background and overview
- (b) Influent wastewater characteristics
- (c) Effluent Discharge Criteria
- (d) Overview of the treatment plant process treatment trains including design criteria, reliability features and operational strategy including controls and alarms

The ROWD will provide sufficient information of the treatment plant processes to determine how the effluent discharge requirements for the IPR project will be met at all times.

In general, the City will be the permit holder for all permits. Permitting of the Project during construction, such as traffic control, the 2009-0009-DWQ construction general permit for storm water discharges associated with construction and land disturbance activities, hauling (transportation), etc., will be the responsibility of the Contractor.

Deliverables:

- *Minutes of Meeting*
- *Draft of Final Report of Waste Discharge*

TASK 4 DEVELOP PROJECT REPORT FOR DDW REVIEW AND STATE BOARD FOR STATE REVOLVING FUND (SRF) LOAN

Parsons will prepare a Project Report document that will describe the processes utilized at the ARWF facilities for production of recycled water including redundancy and reliability features. The Project Report will describe how recycled water meeting the Title 22 requirements for unrestricted reuse and indirect potable reuse will be produced at the ARWF, and safety measures such as disposal of off-spec water in the event of an equipment malfunction or process inadequacies, which may result in the production of recycled water that does not meet the Title 22 requirements. The Project Report will be submitted to the State Water Resources Control Board (SWRCB), DDW and RWQCB for review and approval.

Deliverables:

- Project Report

TASK 5 DEVELOP CEQA DOCUMENTATION

Upon authorization, Parsons will initiate a preliminary environmental review to determine the applicable environmental regulatory requirements for the proposed 8 mgd IPR project. The proposed ARWF is subject to the California Environmental Quality Act (CEQA); in addition, certain National Environmental Policy Act (NEPA) requirements apply because the City plans to seek a SRF loan or grant from the SWRCB to fund the project. This loan or grant is funded by the U.S. Environmental Protection Agency.

Does the project qualify for a CEQA Exemption? As a first step, the project would be evaluated to determine if it qualifies for an exemption from CEQA.

At this time, it is not apparent that the Project, as currently envisioned, would qualify for any exemption from CEQA, although it would be prudent to review this at a later time in the event there is new legislation.

If the project qualifies for an exemption, with the approval of the City, a CEQA Notice of Exemption (NOE) would be filed. This triggers a 35-day statute of limitations period for filing of a CEQA lawsuit to challenge this finding. The NOE should be posted within 24 hours of filing and for 30 days. If the CEQA Notice of Exemption is not filed, a 180-day statute of limitations period for filing of a CEQA lawsuit to challenge this finding applies.

It is important to note that if a CEQA exemption is filed, this does not exempt the project from its NEPA requirements that would be imposed as part of the SRF loan or grant application.

Complying with CEQA. Assuming the Project does not qualify for any exemption from CEQA, it would be subject to CEQA Statutes and Guidelines and also the County of Fresno Regulations and Procedures for the Implementation of the California Environmental Quality Act (Revised October 23, 2007) as administered by the Fresno County Department of Public Works and Planning. It is presumed that the document to be prepared will be tiered from the Environmental Impact Report for the City of Fresno Recycled Water Master Plan (March 2011 Draft EIR and June 2011 Final EIR) but will contain site-specific information that updates the previous evaluations in the 2011 Program EIR.

The first step would be to evaluate the Project by completing an Initial Study in accordance with CEQA Guidelines Appendix G (Environmental Checklist Form) and/or the County of Fresno Initial Study Application Form. This evaluation identifies potential environmental issues that could result from implementation of the Project, as well as those environmental categories where no impact would be expected. The CEQA resource categories to be evaluated in the Initial Study are summarized in Table 6-1.

Findings of the Initial Study will determine if the project:

- Could not have a significant effect on the environment, in which case a Negative Declaration will be prepared; or
- Could have one or more significant effects on the environment and revisions to the project will be made (or mitigation measures can result in impacts to be less than significant), in which case a Mitigated Negative Declaration will be prepared; or
- May have a significant effect on the environment, in which case an Environmental Impact Report (EIR) will be prepared.

The draft Initial Study will be prepared by Parsons for review and acceptance by the City. It is anticipated that the proposed 8 mgd IPR project would qualify for a Mitigated Negative Declaration, however this will be determined after completion of the CEQA Initial Study. Once the determination of a Negative Declaration, Mitigated Negative Declaration or EIR is made in the Initial Study, a systematic evaluation of CEQA environmental resources will be initiated in the appropriate format.

Environmental Issues and Challenges. The proposed site for the ARWF is a vacant property. Certain determinations of significance of impacts may not be possible without site-specific information or special studies as follows:

- Site-specific information will be needed from the geotechnical investigation;
- Biological resources are not expected to be of concern however, the site will need to be evaluated for possible use by burrowing owls; and
- A review of cultural resources (historic, archaeological and paleontological resources) will be required. A phase 1 archaeological site investigation will be conducted to fulfill National Historic Preservation Act (Section 106) requirements.

A fundamental aspect of the environmental review process is the Project Description upon which the analyses are based. For the proposed 8 mgd IPR project, there are key milestones to reach in order to formulate a definitive Project Description:

- Decisions must be made on the range of reasonable alternatives that will be evaluated in the environmental document.
- The implications of indirect potable reuse will need to be evaluated in the context of existing drinking water regulations.
- The alignments and locations of sewer diversion and recycled water distribution pipelines and pump stations will need to be defined as part of the Project Description.
- The potential need for relocation of nine drinking water wells at, and in immediate vicinity of, Leaky Acres will be determined.
- Compliance of the Project with applicable plans and policies for recycled water use, and implications for water conservation.
- **CEQA-Plus Evaluation.** The City will be seeking an SRF loan or grant; therefore, the required CEQA document for the SRF application will require inclusion of a number of NEPA evaluations to support federal consultation processes. This combined format of CEQA and NEPA elements is referred to as a "CEQA-Plus" evaluation that will be provided to the SWRCB. Federal requirements that will be included in, or appended to, the applicable CEQA document are shown in Table 6-2.

Table 6-1: CEQA Environmental Resource Categories to Be Evaluated

SEC.	RESOURCE CATEGORY	TYPICAL ENVIRONMENTAL ISSUES AND CONCERNS
I	Aesthetics	Scenic vistas, visual character of the site and its surroundings; creation of new sources of light and glare.
II	Agricultural and Forestry Resources	Conversion of farmland to non-agricultural use; Williamson Act contracts.
III	Air Quality	Conflict with air quality plans; violation of air quality standards; cumulatively considerable net increases of criteria pollutants in non-attainment areas; exposure to sensitive receptors; creation of objectionable odors.
IV	Biological Resources	Effects of federal or state listed species or other special status species; effects on riparian habitat or federally protected wetlands; interference with wildlife corridors (i.e., Migratory Bird Treaty Act, conflict with local policies or ordinances (tree preservation) or adopted habitat conservation plans.
V	Cultural Resources	Historical resources; archaeological resources; unique paleontological resources; human remains.
VI	Geology and Soils	Earthquake faults (Alquist-Priolo Zone); seismic ground shaking, ground failure (liquefaction), landslides, soil erosion, loss of topsoil; unstable soils; and expansive soils.
VII	Greenhouse Gas Emissions	Generation of direct and indirect greenhouse gas emissions that exceed thresholds of significance or conflict with plans or policies.
VIII	Hazards and Hazardous Materials	Hazards from routine transport, use or disposal of hazardous materials; upset and accident conditions; hazardous emissions within one-quarter mile of an existing or proposed school; located on hazardous materials site; result in safety hazard to nearby airports or private airstrips; impair emerge response of evacuation; exposure or risk from wildland fires.
VIII	Hydrology and Water Quality	Violations of water quality standards or waste discharge requirements; deplete groundwater supplies or interfere with recharge; alter drainage patterns (erosion and siltation); runoff in excess of stormwater drainage capacity; structures in 100-year flood hazard area; flooding risk; exposure to mudflows.
IX	Land Use and Planning	Conflict with land use, zoning or habitat conservation plans.
X	Mineral Resources	Result in loss of mineral resources.
XI	Noise	Result in noise levels in excess of applicable standards; excessive ground borne vibration or noise; increase in ambient noise; substantial temporary or periodic increases in ambient noise; excessive noise levels within airport land use plan area.
XII	Population and Housing	Induce substantial population growth; displacement of housing; need for replacement housing.
XIII	Public Services	Result in the need for new or physically altered facilities for fire protection, police protection, schools, parks, other public facilities.
XIV	Recreation	Increase the use of neighborhood or regional parks resulting in physical deterioration of facilities.
XV	Transportation and Traffic	Conflict with plan, ordinance or policies for circulation systems, congestion management programs, increase hazards due to design features or incompatible uses, inadequate emergency access, conflict with plans for public transit, bicycle or pedestrian facilities as well as programs that support alternative transportation.
XVI	Utilities and Service Systems	Wastewater treatment requirement, stormwater drainage facilities, water supplies, landfill capacity, and comply with solid waste statutes and regulations.
XVII	Mandatory Findings of Significance	Substantial reduction of habitat; cumulatively considerable impacts, direct and indirect adverse effects on humans.
App. F	Energy Conservation	CEQA Guidelines Appendix F requires projects to be evaluated for reduction of wasteful, inefficient and unnecessary consumption of energy.

Table 6-2: Federal Environmental Requirements for SRF Loan or Grant Application Review

ITEM	FEDERAL REGULATORY REQUIREMENT	SUPPORTING DOCUMENTS REQUIRED
1	Clean Air Act	Air quality modeling data; complete air emissions chart; EPA Clean Air Conformity Analysis or studies.
2	Coastal Barriers Resources Act	Consultation record for CBRA resources in the vicinity of the project area with the USFWS, if applicable.
3	Coastal Zone Management Act	Copy of coastal zone permit or coastal exemption, if applicable.
4	Endangered Species Act (Section 7)	Up-to-date (less than one year old) USFWS, CDFW Natural Diversity Database, and CNPS species lists; Project-level biological resources and habitat evaluation including field survey and species lists review; Record of federal consultation and correspondence, if applicable.
5	Environmental Justice	Consultation record for the affected areas with the USEPA Office of Enforcement and Compliance Assurance, if applicable.
6	Farmland Protection Policy Act	Assessment of the conversion of prime/unique farmland and farmland of statewide/local importance to non-agricultural uses, if applicable; Assessment of Williamson Act lands converted and/or affected, if applicable; Consultation with USDA and correspondence, if applicable.
7	Flood Plain Management (Executive Order 11988)	FEMA flood mapping of the project area, if applicable; Assessment of flood hazard and drainage pattern alteration, if applicable.
8	National Historic Preservation Act (Section 106)	Cultural Resources Report (with less than one-year-old record search, extending to a half-mile beyond the project APE) on historic properties consistent with the National Historic Preservation Act requirements; Native American Consultation.
9	Magnuson-Stevens Fishery Conservation and Management Act	Essential Fish Habitat Assessment (EFH Assessment) for the State Water Board’s consultation with the NOAA National Marine Fisheries Service, if applicable (see regulation E1.4 above for EFH Assessment requirements).
10	Migratory Bird Treaty Act of 1918	List of migratory birds including avoidance measures, if applicable.
11	Protection of Wetlands (Executive Order 11990)	Copy of 401 Certification from the RWQCB, if applicable; Copy of 404 permit from the USACE, if applicable; Wetland delineation and survey assessment, if applicable.
12	Safe Drinking Water Act – Source Water Protection	Consultation record with the USEPA Region 9 Ground Water Office, if applicable. This project may be located in an area designated by the USEPA as the Fresno County Sole Source Aquifer.
13	Wild and Scenic Rivers Act	Consultation record with the USDA Forest Service Region 5 Office, if applicable.

Community Concerns. Parsons will work closely with the City to identify possible community concerns into the environmental study. As with the introduction of any new project into a community, the Public Outreach Effort is an important element to community understanding and acceptance of the project. Early and continuous integration of community issues will essentially create an environmental document that contains answers to possible questions and concerns (e.g., avoiding the generation of numerous community comments during its review process) and avoid delays during the review process.

Possible community concerns associated with the proposed ARWF include:

- Construction-related, localized impacts such as traffic and noise, particularly during construction of pipeline in public roadways
- Public health implications from, and public acceptance of, reuse of treated municipal wastewater

Deliverables:

- *Administrative Draft CEQA Initial Study for City review*
- *Draft CEQA Initial Study for City approval and public release*
- *Final CEQA Initial Study*
- *Administrative Draft CEQA-Plus Initial Study/Mitigated Negative Declaration for City review*

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- Screen-check Draft CEQA-Plus Initial Study/Mitigated Negative Declaration for City review and acceptance
- Draft CEQA-Plus Initial Study/Mitigated Negative Declaration (or EIR) for public release
- Administrative Final CEQA-Plus Initial Study/Mitigated Negative Declaration for City review of responses to comments
- Screen-check Final CEQA-Plus Initial Study/Mitigated Negative Declaration for City review and acceptance
- Final CEQA-Plus Initial Study/Mitigated Negative Declaration
- CEQA Mitigation Monitoring and Reporting Program, as required.
- CEQA Notices for draft and final documents

TASK 6 PROVIDE SRF LOAN AND GRANT FUNDING APPLICATIONS SUPPORT

Parsons will provide support for SRF loan and Federal and State grants and incentives, including determination of eligibility and assistance in preparation of loan applications. In addition to the SRF loan program, the following funding mechanisms may provide additional capital for the proposed Project:

1. **Proposition 1, Integrated Regional Water Management (IRWM) grant from California Department of Water Resources (DWR)** – Approved in November 2014, Proposition 1 authorized \$510 million in IRWM funding allocated to twelve hydrologic region-based funding areas, including the Central Valley Region. Planning Grants and Disadvantaged Community grants are available for 2017.
2. **Department of Interior's WaterSMART Water and Energy Efficiency Grants** - Through the WaterSMART Grants, the Bureau of Reclamation provides 50/50 cost share funding to irrigation and water districts, Tribes, States and other entities with water or power delivery authority. Projects should seek to conserve and use water more efficiently, increase the use of renewable energy, protect endangered species, or facilitate water markets. Projects are selected through a competitive process, and the focus is on projects that can be completed within 24 months that will help sustainable water supplies in the western United States.
3. **Bureau of Reclamation's Title XVI Water Reclamation and Reuse Grants** – These grants are intended for reclamation and reuse of wastewater and naturally impaired ground and surface water in the Western United States and Hawaii. Title XVI includes funding for the planning, design, and construction of water recycling and reuse projects, on a project-specific basis, in partnership with local government entities.
4. **U.S. Department of Agriculture (USDA)** – Grants may be available from the USDA for agricultural use of recycled water.
5. **IBank Loan** – IBank (California Infrastructure and Economic Development Bank) is a California government agency. Their loan process is fast, but their interest rates are higher than SRF loans.

Parsons has included a budget of 424 professional labor hours to provide support for Task 6. Subtasks 6.1 through 6.4 below describe the requirements Parsons may support to apply for SRF assistance.

SUBTASK 6.1 Assist in Preparation of SRF Loan Application Packages

Parsons also understands that the City will be seeking SRF financing for Design and Planning first and then for Project Construction. Parsons will assist the City in securing SRF loans and grants for the project including getting on the Priority List. The SRF Loan application requires submittal of the following four packages:

1. General
2. Environmental (CEQA plus)
3. Technical
4. Financial.

Under this task Parsons will provide necessary technical support for General, Technical, Financial and Environmental package development. The CEQA-Plus document will be developed and submitted under Task 6.

This effort typically involves developing and reviewing the SRF Financial Assistance Application Checklist to identify primary areas of responsibility between Parsons and the City; assisting the City with loan application compilation and submittal; and preparing responses to comments on the loan application. Specific subtasks are detailed in the following paragraphs

Parsons will work in conjunction with City staff to gather and review loan and/or grant applications and supplements. Specific subtasks are as follows:

- Collect and review all the loan applications and supplements deemed necessary for completeness. During a meeting with the City, we will collect and review the following supplements designated by the City in addition to any others to fulfill application submittal requirements:
 - *Description of the Project:* We will provide a precise description outlining objectives and technical specifications.
 - *Draft Revenue Program:* We will develop and package the revenue program in the format desired by the SWRCB. We will advise the City on establishment and maintenance of replacement reserves specified in the SRF guidelines.
 - *Project Schedule:* Project Schedule showing project milestone dates. This task will also include periodic updates.
 - *RWQCB Requirements:* RWQCB Requirements relating to WDR and/or NPDES Permit.
 - *Compliance Requirements:* We will assist in preparation of compliance-related documentation such as Certification of Compliance with Federal Laws, Pre-Award Compliance Report, and Water Rights Considerations.
- We will assist with other application requirements, such as:
 - Additional facilities planning documentation needed for the loan application.
 - Economic and financial analysis including construction-period monthly cash flow analysis considering grants, loans and City reserves.
 - Ten-year annual cash flow analysis including debt service analysis.

This Project component primarily involves frequent review of all the loan application requirements with City staff to ensure proper coordination and meet Project schedule deadlines. Specific sub-tasks include:

- Review all City application and supplemental draft documentation as it is developed. The purpose of this review is to ensure consistency and integrity of data among all the supplemental documentation, and consistent application of methodology in the analysis.
- Parsons will assist in submittal of loan application package requirements as they are available.

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The Parsons team will review the SRF Financial Assistance Application Checklist with the City, which is found in Appendix L of the Policy for Implementing the Clean Water SRF for Construction of Wastewater Treatment Facilities. Parsons and the City will identify the primary areas of responsibility for completing the checklist items.

SUBTASK 6.2 Attend Two Meeting with SWRCB

Parsons along with the representatives from the City will attend up to two meetings at SWRCB offices in Sacramento to discuss the project features, construction costs and other salient and pertinent features and lines of communication and procedures for application of the SRF Loan. The meeting will also set the expectations and requirements of the SRF Loan package and the timeline of the project such that all the necessary documentation could be submitted in a timely manner and the SRF loan could be approved prior to the start of project construction.

SUBTASK 6.3 Assist with Loan Application Compilation and Submittal

This project component primarily involves review of all loan application requirements with City staff to ensure proper coordination between Parsons and the City and to verify that application schedule deadlines are being met. At the City's request, Parsons will review all City supplemental draft documentation as it is developed. The purpose of this review is to ensure consistency and integrity of data among all the supplemental documentation and consistent application of methodology in the analysis. Parsons will also review the completed loan application package for the City prior to submittal to the SWRCB.

SUBTASK 6.4 Prepare Responses to Comments on Loan Application

This final component involves follow up items necessary to expedite the loan approval process so that the City can obtain timely commitment of funds. Specific subtasks include the following:

- Provide both informal verbal and formal written responses to all comments and questions raised by the SRF loan program staff.
- Include the necessary forms (MBE/WBE), compliance forms and other SRF loan requirements in the contract documents.
- Furnish a copy of all informal and formal responses which require the City's input.
- Communicate regularly with SRF loan program staff and apprise the City of the status of the loan application.

Deliverables:

- *Meeting Notes*
- *As-needed technical support of SRF loan and grant applications*

TASK 7 CONDUCT ALTERNATIVE ALIGNMENT ANALYSIS

Parsons team will conduct a thorough alignment analysis for sewer force mains, waste conveyance pipeline from the ARWF to the sewer system, and recycled water pipelines to evaluate the most suitable and constructible route for each pipeline. The analysis may include, but is not limited to, the following factors:

- Major utility crossings
- History of documented soils contamination
- Presence of critical habitat or environmentally sensitive areas

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- Presence of excessive utilities, leading to potentially extraordinary cost and time for construction
- Condition of pavement, curb/gutter, sidewalks
- Traffic conditions
- Major road and highway crossings
- Overall adequacy for construction
- Other route conditions of concern to the City staff or general public, such as noise and safety constraints, and access to residences and commercial/industrial/institutional establishments

Activities will include compilation of City GIS information for initial routes, and potential alternate routes, up to 3 full days of field observations along the initial routes of up to 7.4 miles of sewage force mains and 6.5 miles of recycled water mains, compilation of route notes and photography, and technical memo to document the results and allow for City review and approval.

Deliverables:

- *Alternative Alignment Analysis Summary*

Tentative Phase I Project Schedule

This scope and fee proposal are based upon the following understanding of the City's scheduling objectives with respect to the facilities associated with the overall project:

- Engineering Notice to Proceed: January 2018
- Phase I - Part 1 A- Schematic Design Initial Phase - 6 months from Notice to Proceed

Appendix A – City Furnished Services

The above scope of services is based on the assumption that the City will provide the following assistance and services for Parsons Phase I Scope of Services:

1. Any required real estate appraisals and acquisition.
2. Access to the Sites relevant to the project.
3. Copies of available master plans, geotechnical reports, technical reports, reports of waste discharge (ROWD), record drawings and documents relevant to the project.
4. Hydraulic and operational data for Leaky Acres will be supplied by the City.
5. GIS platform for pipelines and Leaky Acres is assumed that data is available from existing City databases or other compatible electronic formats (e.g., excel spreadsheets), and no manual entry of data will be required.
6. City standard drawings and specifications as may be required.
7. City staff will provide one, conformed version of comments to Parsons for each submittal review.
8. Management of, and responsibility for, all negotiations with owners in connection with land or easement acquisition and provision of all required title reports and appraisals.
9. Except for preparing correspondence required for design, hold all required special meetings, serve all public and private notices, receive and act upon all protests, and perform all services customarily performed by owners as necessary for the orderly progress of the work and the successful completion of services, and pay all costs incidental thereto.
10. A moderator at any required project public meetings.
11. Pay, or cause to be paid, all permit fees, plan check fees, and plan review fees for Phase I services.

Appendix B – Design and Level of Effort Estimated Basis and Assumptions

- Treatment plant site is Airways Property.
- Fee for CEQA is based on Negative Declaration approach.
- All drawings will be done in AutoCAD. 3D AutoCAD models will be used for interference review and mechanical presentation.
- Consultant will pay permit fees for Fresno County permits that may be required for design-related activities such as field surveys and any required geotechnical investigations.
- Any water quality sample analyses will be performed by a City-contracted testing laboratory.

Exhibit B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno ("CITY")
and Parsons Water and Infrastructure, Inc. ("CONSULTANT")**
Airport Recycled Water Facility Part 1A – Schematic Design Initial Phase
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, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$2,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$2,000,000 per occurrence for personal and advertising injury;
 - (iii) \$4,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or 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 relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

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

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, except after thirty (30) calendar days written notice, 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, 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.

Except for the Professional Liability (Errors and Omissions) insurance policy, should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

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

SUBCONTRACTORS - -If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONSULTANT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request and convenience of CITY, CONSULTANT shall allow CITY or its designee to view copies of the policies at a mutually-agreed time and location. This requirement shall survive expiration or termination of this Agreement.

Exhibit C

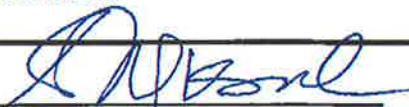
DISCLOSURE OF CONFLICT OF INTEREST

Airport Recycled Water Facility Part 1A – Schematic Design Initial Phase
PROJECT TITLE

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

Explanation: _____

Additional page(s) attached.


 Signature
 Feb 13, 2018
 Date
 SURENDRA THAKRAL
 (name)
 Parsons Water & Infrastructure
 (company)
 100 W Walnut St.
 (address)
 Pasadena, CA 91124
 (city state zip)