

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

THIS AGREEMENT is made and entered into effective the ____ day of July, 2019, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Blair, Church & Flynn Consulting Engineers, a California Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional consulting engineering services for the design of plans and general construction contract documents for the Recycled Water Extension to Martin Luther King Activity Center, 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 July 31, 2020, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 360 consecutive calendar days from such authorization to proceed.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed one hundred twenty nine thousand seven hundred dollars (\$129,700), paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**, and a contingency amount not to exceed two thousand dollars (\$2,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

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

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

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

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

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

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

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

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such

services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project.

CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

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

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

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

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

11. General Terms.

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

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

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

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

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

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

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

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

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

13. Independent Contractor.

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

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

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

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

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

16. Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Michael Carbajal,
Director
Department of Public Utilities

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

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

By: Sarah Aguilera FOR
Patricia Diep
Supervising Engineering Technician
Department of Public Utilities

REVIEWED BY: Dejan Pavic
Dejan Pavic, PE, Public Utilities Manager
Department of Public Utilities

Addresses:
CITY:
City of Fresno
Attention: Patricia Diep,
Supervising Engineering Technician
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1609
FAX: (559) 498-4126

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

Blair, Church & Flynn Consulting Engineers,
a California corporation

By: K. E. Kienow

Name: KARL E KIENOW

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

By: Adam K. Holt

Name: ADAM K. HOLT

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

Any Applicable Professional License:
Number: CS1615
Name: KARL E KIENOW
Date of Issuance: 2/4/1994

CONSULTANT:
Blair, Church & Flynn Consulting Engineers
Attention: Karl E. Kienow,
Principal
451 Clovis Ave., Suite 200
Clovis, CA 93612
Phone: (559) 326-1400
FAX: (559) 326-1500

Exhibit A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno ("City")
and Blair, Church & Flynn Consulting Engineers ("Consultant")
Recycled Water Extension to Martin Luther King Activity Center**

PROJECT TITLE

Project Background

This Scope of Engineering Services (Scope) provides for the design of a recycled water distribution pipeline to serve the City's planned Martin Luther King Activity Center. The new pipeline will commence at a 16-inch stub that will be constructed with the City's Recycled Water Transmission Main (RWTM) Project SW4, which is expected to soon go out to bid, and will end near the northeast corner of the activity center.

The pipeline consists of approximately 1 mile of 12-inch diameter recycled water distribution pipelines beginning at the intersection of A and Inyo Streets, southeast in A Street to Mono Street, southwest in Mono Street to Martin Luther King Jr. Boulevard, then south in Martin Luther King Jr. Boulevard to Church Avenue. Also included is a pipeline that extends approximately 400 feet west of Martin Luther King Jr. Boulevard in Church Avenue (identified as Option 1 by the City), and a pipeline that extends approximately 1/8 mile south of Church Avenue in Martin Luther King Jr. Boulevard (identified as Option 2 by the City). For the purposes of this Scope, they are collectively referred to as the Project Pipelines, and they are shown on the attached exhibit.

Environmental Review Processes

For the City of Fresno, Environmental Science Associates (ESA) previously prepared a draft program environmental impact report dated March 2011, and a final program environmental impact report dated June 2011, for the City's Recycled Water Master Plan. Together, the draft and final environmental impact reports are referred to as the "City of Fresno Recycled Water Master Plan Program Environmental Impact Report" (Program EIR). Subsequent to the Program EIR a Tiered Mitigated Negative Declaration (TMND) was prepared for the Program Project.

The California Environmental Quality Act (CEQA) Guidelines permit an Addendum to a previously adopted MND without recirculation if some changes or additions are necessary provided the proposed revisions do not result in a new impact, new mitigation, or a substantial increase in the intensity of a previously documented impact. Based on a preliminary review of the project revisions, ESA anticipates an Addendum to the adopted TMND would be the appropriate CEQA document to address the proposed modifications. However, the revised pipeline alignment was not surveyed as part of the adopted TMND. Therefore, ESA biological and cultural resource specialists will conduct a field survey to identify any sensitive resources that were not fully addressed in the adopted TMND. It is assumed these studies will determine an Addendum to the TMND is the appropriate project CEQA document. ESA will then prepare the Addendum.

Project Work Plan

Project design shall be accomplished through a five-part work plan including the following phases:

- Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding Phase
- Construction Phase and General Construction Contract Administration

Schematic Design Phase

Topographic surveys shall be accomplished using a combination of conventional ground surveys and aerial photogrammetric methods. Where necessary to provide adequate topographic survey detail and measure flowline elevations in manholes, ground survey methods shall be used as necessary to supplement photogrammetric surveys.

A geotechnical investigation shall be conducted. Five exploratory borings shall be done at along the alignment of the new pipeline to a minimum depth of 10 feet. Laboratory testing shall include dry density, moisture contents, sieve analysis test, sand equivalent tests, and test to evaluate the corrosion potential. A geotechnical report shall be prepared to document the investigation and shall include pipe bedding and foundation recommendations.

During the Schematic Design Phase, a series of workshop-format meetings shall be held with City personnel to present in-progress efforts and solicit input as to City preferences for the various elements of the project. Consultant shall prepare and distribute meeting agendas and minutes and shall conduct meetings to accomplish meeting objectives efficiently and completely.

ESA biologists and cultural resource specialists will conduct a one-day field survey of the proposed project alignment. If no new or more severe impacts identified, ESA will prepare an administrative draft Addendum to the TMND.

ESA cultural resources staff will provide a brief CEQA compliant cultural resources technical memorandum in support of the Addendum. The memo will include maps of the new segments, summary of the results of an updated records search and archival review completed by the Southern San Joaquin Valley Information Center (SSJVIC), results of the field survey conducted by an ESA archaeologist, description of historic built resources identified within the segment alignments, and recommendation for any proposed mitigation for impacts to cultural resources. No previously identified historic period cultural resources were noted intersecting the alignments. ESA will update this segment on appropriate DPR 523 forms and does not anticipate any impacts to historic resources as a result of the proposed project. The results of the technical memorandum will be used to inform the cultural resources section of the Addendum.

ESA will review available materials regarding existing site conditions, biological resources, and wetlands (e.g. USGS topographic maps, NRCS soils maps, and California Natural Diversity Database) for the project site. ESA will prepare a Biological Resources Technical Memorandum that includes a summary of the reconnaissance level biological survey and documents habitat

types, identifies sensitive biological communities, and assesses the likelihood of special-status plant and wildlife species or habitats to occur on the project site.

The Schematic Design Phase shall culminate in the submittal of a Schematic Design Report addressing the various issues expected to influence project design, including utility research findings, pipeline alignments, results of geotechnical investigations, potential conflicts with existing facilities, and the administrative draft of the Addendum to the TMND. The report shall include recommendations for features to be implemented in subsequent design development and construction document phases, including pipeline alignment, pipe material, and construction method recommendations. The geotechnical investigation report and preliminary environmental documents shall be appended to the Schematic Design Report.

The Schematic Design Report shall include schematic plans (approximately 30% design completion) at reduced scale, together with a construction cost estimate. Schematic plans shall include topographic survey results, aerial photography, utility research results, and existing rights-of-way and easements.

Design Development Phase

The Design Development Phase shall include the preparation and submittal of preliminary plans, specifications and estimates (approximately 60% design completion), incorporating the recommendations of the Schematic Design Phase as approved by the City.

The Design Development Phase shall also include addressing one set of City comments for the Addendum to the TMND and the preparation of the Final Addendum to the TMND for City Council adoption. After Council adoption of the Addendum to the TMND, ESA will prepare and file the Notice of Determination with the State Clearing House. The Addendum will be made part of the administrative record and will be transmitted to the City along with the previously approved TMND to provide clarification regarding proposed changes outlined above and to comply with CEQA Guidelines Section 15164.

Construction Document Phase

The Construction Document Phase shall include the preparation and submittal of plans, specifications and estimates at the draft final (approximately 90% design completion) and final (100% complete) stages of completion. At each submittal stage, review comments resulting from the prior submittal shall be thoroughly addressed.

The preparation of plans, specifications, and estimates for the construction contract is expected to result in one set of bid and construction documents with two Add Alternates (one for the identified Option 1 and one for the identified Option 2).

Consultant shall provide the engineering services enumerated in the following task outline.

PART 1 SCHEMATIC DESIGN PHASE

A. PROGRAMMING AND SCHEMATIC DESIGN REPORT

1. Prepare and Maintain Design and Construction Schedule
2. Schedule and Conduct Project Kick-off Meeting
3. Conduct Site Investigations
4. Conduct Public Street, Property Line & OPL Research

5. Conduct Office and Field Utility Investigations
6. Conduct Geotechnical Investigation
7. Conduct Workshop-Format Meetings
 - a. Up to Three Meetings, Attended by the Project Manager and Project Engineer
8. Prepare Schematic (30%) Plans
 - a. Double Plans and Profiles on Standard 24"x36" Sheets at 1"=40' Horizontal, 1"=4' Vertical
9. Prepare Itemized Estimate of Quantities and Cost
10. Prepare Outline Technical Specifications
11. Prepare Schematic Design Report, Incorporating:
 - a. Topographic Surveys
 - b. Geotechnical Investigation
 - c. Utility Investigation Findings
 - d. Material and Equipment Recommendations
 - e. Construction Method Recommendations
 - f. Schematic Plans
12. Submit Schematic Design Report

B. SURVEYING, PHOTOGRAPHY AND MAPPING

1. Perform Level Loop to Establish Vertical Control
2. Conduct Aerial Photogrammetric Surveys
 - a. Set and Survey Flight Crosses
 - b. Mapping will Extend to 5' Beyond Backs of Sidewalks or Right-of-Way Lines
 - c. Prepare Black and White Orthophotos
3. Conduct Topographic Infill Surveys
 - a. Conventional Ground Surveys
 - b. Provide Traffic Control for Ground Surveys

C. ENVIRONMENTAL DOCUMENT PROCESSING

1. Conduct Project Environmental Biological and Cultural Surveys
2. Determine Appropriate Level of Environmental Review
3. Prepare Cultural Resources Technical Memorandum
4. Prepare Biological Resources Technical Memorandum
5. Prepare Administrative Draft Addendum to the TMND

PART 2 DESIGN DEVELOPMENT PHASE

A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES

1. Prepare Preliminary Cover and Index Sheets
2. Prepare Preliminary Plan and Profile Drawings
3. Prepare Preliminary Construction Detail Drawings
4. Prepare Preliminary Technical Specifications
5. Prepare Itemized Estimate of Quantities and Cost
6. Address Schematic Design Review Comments
7. Submit Preliminary (60%) Plans, Specifications and Estimate

B. UTILITY COORDINATION

1. Submit Preliminary Plans to Affected Companies, Agencies & Districts
2. Coordinate Relocation Efforts with Project Design

C. ENVIRONMENTAL DOCUMENT PROCESSING

1. Address One Set of City Comments to the draft addendum to the TMND

2. Prepare Final Addendum to the TMND for City Council Approval
3. Prepare and File a Notice of Determination
4. Transmit Addendum, Technical Memoranda and Previously Approved TMND to the City for CEQA Compliance

PART 3 CONSTRUCTION DOCUMENT PHASE

A. DRAFT FINAL DESIGN

1. Prepare Draft Final Cover and Index Sheets
2. Prepare Draft Final Plan and Profile Drawings
3. Prepare Draft Final Construction Detail Drawings
4. Prepare Draft Final Technical Specifications
5. Incorporate City "Boilerplate" Documents
6. Prepare Itemized Estimate of Quantities and Cost
7. Address Preliminary Review Comments
8. Submit Draft Final (90%) Plans, Specifications and Estimates

B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES

1. Prepare Final Plans
2. Prepare Final Specifications
3. Prepare Final Itemized Estimates of Quantities and Cost
4. Address Draft Final Review Comments
5. Submit Final (100%) Plans, Specifications and Estimates

PART 4 BIDDING PHASE

A. BID SERVICES

1. Attend Pre-Bid Conferences
2. Prepare Addenda and Clarifications
3. Attend Bid Openings and Evaluate Bid Proposals

PART 5 CONSTRUCTION PHASE AND GENERAL CONSTRUCTION CONTRACT ADMINISTRATION

A. CONSTRUCTION SERVICES

1. Attend Pre-Construction Conference
2. Review Shop Drawings and other Contractor Submittals
3. Provide General Consultation and Advice
4. Respond to Requests for Information (RFIs)
5. Provide Periodic Worksite Observation
6. Review Progress Payments as Requested
7. Prepare Record Drawings

ASSUMPTIONS

1. There will be no property acquisitions required for this project.
2. The preparation of a Storm Water Pollution Prevention Plan will be the responsibility of the Contractor.
3. Potholing of existing utilities is not included in this scope of services.
4. The preparation of Traffic Control Plans will be the responsibility of the Contractor.
5. Construction staking will be performed by the Contractor.
6. The City will provide information on existing street pavement sections if required for trench resurfacing.

7. Construction Management will be provided by the City's Construction Management Division.
8. If the environmental field surveys determine an Addendum to the TMND is not sufficient for CEQA purposes, we will inform the City and negotiate the appropriate level of CEQA review. The scope and cost of preparing other CEQA documents is not included in this proposal.
9. The City will pay applicable environmental Notice of Determination filing fees to the County of Fresno.

SPECIFIC EXCLUSIONS

- A. Those items listed under City's Responsibilities in agreement
- B. Preparation of CEQA documents beyond an addendum to the TMND
- C. Construction-related geotechnical engineering and testing services
- D. Construction inspection
- E. R-value testing of soils for pavement replacement design

SCHEDULE OF FEES

CLASSIFICATION	RATE
Principal	\$170.00/Hour
Program Manager	\$165.00/Hour
Professional Engineer 3	\$160.00/Hour
Professional Engineer 2	\$150.00/Hour
Professional Engineer 1	\$140.00/Hour
Assistant Engineer 3	\$115.00/Hour
Assistant Engineer 2	\$105.00/Hour
Assistant Engineer 1	\$100.00/Hour
Professional Land Surveyor 2	\$150.00/Hour
Professional Land Surveyor 1	\$140.00/Hour
Assistant Surveyor	\$105.00/Hour
Land Services Technician	\$95.00/Hour
Professional Landscape Architect	\$120.00/Hour
Landscape Designer	\$90.00/Hour
Design Technician	\$110.00/Hour
CAD Technician 3	\$97.00/Hour
CAD Technician 2	\$87.00/Hour
CAD Technician 1	\$70.00/Hour
Environmental Consultant	\$120.00/Hour
Construction Manager	\$120.00/Hour
Construction Inspector	\$100.00/Hour
Construction Administrator	\$85.00/Hour
Staff Analyst	\$90.00/Hour
Administrative Assistant	\$65.00/Hour
Engineering Aide	\$55.00/Hour
Survey Party Mobilization	\$80.00/Hour
1 Man Survey Party	\$175.00/Hour
2 Man Survey Party	\$295.00/Hour
LiDAR Scanner	\$200.00/Hour
Equipment Rental and Associated Expense	Cost x 1.10
Materials, Printing, Subconsultant Procurement	Cost x 1.10
Mileage	@ Current IRS Rate

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno ("CITY")
and Blair, Church & Flynn Consulting Engineers ("CONSULTANT")
Recycled Water Extension to Martin Luther King Activity Center
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

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

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

endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

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

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

VERIFICATION OF COVERAGE

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

Exhibit C

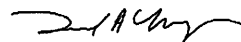
DISCLOSURE OF CONFLICT OF INTEREST

[Recycled Water Extension to Martin Luther King Activity Center]

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

Explanation: _____

Item 3: Blair, Church & Flynn Consulting Engineers has a number of clients that could potentially do business with the City of Fresno including: the City of Clovis, the County of Fresno, Fresno Irrigation District, Fresno Metropolitan Flood Control District, Clovis USD, Fresno USD and Central USD.



Signature

7/2/2019

Date

Date

Dave Mowry, President CEO

(name)

Blair, Church & Flynn Consulting Engineers

(company)

451 Clovis Ave., Suite 200

(address)

Clovis, CA 93612

(city state zip)

Additional page(s) attached.