

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

THIS AGREEMENT is made and entered into effective on February 1, 2022, by and between the CITY OF FRESNO, a California municipal corporation (City), and CDM Smith, Inc., a Massachusetts Corporation (Consultant).

RECITALS

WHEREAS, City desires to obtain professional Groundwater Remedial Action services for Fresno Sanitary Landfill Groundwater Remediation Services (Project); and

WHEREAS, Consultant is engaged in the business of furnishing services as a Consulting 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(Administrator) or designee.

AGREEMENT

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

1. Scope of Services. 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 (Effective Date) and shall continue in full force and effect through December 31, 2022, subject to any earlier termination in accordance with this Agreement. The services of Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$429,850. Such fee includes all expenses incurred by Consultant in performance of the services.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business.

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

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by Consultant pursuant to this Agreement shall not be made available to any individual or organization by Consultant without the prior written approval of the Administrator. 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, 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 writings and 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. Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(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 designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to 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.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of 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 unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect,

in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 9(b), above.

(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:

(a) 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.

(b) 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.

(c) 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 Administrator or 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 designee. Any attempted assignment by Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or 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.


[Signatures follow on the next page.]

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


CITY OF FRESNO,
a California municipal corporation

By:  2/1/2022
4B59C02BA274430
Georgeanne A. White,
Assistant City Manager

ATTEST:
TODD STERMER, CMC
City Clerk

By:  2/1/2022
2F18C57F778C4E1...
Bernard Canez
Deputy

No signature of City Attorney required.
Standard Document #ALL-S 3.0 has
been used without modification, as
certified by the undersigned.

By:  1/10/2022
0B366E8E8FA0418
Rosa Lau-Staggs
Wastewater Manager

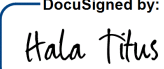
Addresses:

City:
City of Fresno
Attention: Rosa Lau-Staggs,
Wastewater Manager
5607 W. Jensen Ave
Fresno, CA 93706
Phone: (559) 621-5130
FAX: (559) 498-1700

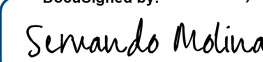
Attachments:

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

CDM Smith, Inc.,
A Massachusetts Corporation

By:  1/10/2022
CC0678BE72414CA...
Name: Hala Titus

Title: Senior Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By:  1/10/2022
3B24F02BED00442...
Name: Servando Molina

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

Any Applicable Professional License:

Number: _____
Name: _____
Date of Issuance: _____

Consultant:

CDM Smith, Inc.
Attention: John (Yash) Nyznyk,
Associate
2300 Clayton Road # 950
Concord, CA 94520
Phone: (925) 296-8065
FAX: (925) 933-4174

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (City) and CDM Smith, Inc. (Consultant)

Fresno Sanitary Landfill Groundwater Monitoring and Remedial Action Services

Scope of Work and Budget for 2022 Fresno Sanitary Landfill

Introduction

Provided below are descriptions of work tasks to be performed by CDM Smith Inc. (Consultant) on behalf of the City of Fresno (City) as part of ongoing operations at the Fresno Sanitary Landfill Superfund Site (“FSL” or “Site”). Ongoing activities are being performed as part of Operable Unit No. 1 (OU-1 – landfill control system operations and maintenance) and OU-2 (groundwater remediation system operations and maintenance). The ultimate objective of the continued work is to achieve formal closure of the FSL Superfund Site under the oversight of the U.S. Environmental Protection Agency (USEPA).

This scope of work presented below describes work to be performed during 2022. This scope of work is a continuation of work performed under the previous contract with the City during the four-year period 2016 through 2019 and during the Year 1 Extension (2020) and the Year 2 Extension (2021). Work on the project is defined in terms of the five project tasks listed below:

Task 1 – Performance Monitoring Program

Task 2 – Remedial Action Systems Operations Assistance

Task 3 – This task will not be used during 2022

Task 4 – Field Investigation Activities (OU-1)

Task 5 – Project Management/Project Meetings

Task 6 – Landfill Regrading/Landfill Control Systems Repair – Design, Bid Period, and Construction Period Services (OU-1)

Table A-1 consists of a summary of the estimated costs for this scope of work. The total cost for this work is \$429,850 for the one-year period of performance (2022).

Task 1 – Performance Monitoring Program

Objectives

- ☐ Provide oversight during implementation of the annual performance monitoring program as part of the Groundwater Remedial Action at the FSL.
- ☐ Monitor and evaluate progress of groundwater remediation.
- ☐ Document the performance monitoring activities and laboratory analytical results in an annual report and an interim data transmittal to the USEPA.

- ☐ Prepare responses to review comments from USEPA (and other State regulatory agencies).

Activities

☐ Groundwater Monitoring Program – The Groundwater Monitoring Program at the FSL has been ongoing for a number of years. City personnel have assumed primary responsibility for performing the quarterly field sampling activities, including making arrangements with the analytical laboratory (e.g., analyses to be performed, sampling containers, delivery of sampling containers to the Site) and sample collection from the groundwater monitoring wells and the groundwater treatment plant (GTP) influent and effluent sampling ports. Consultant will coordinate with the City in the ongoing implementation of this program. The activities described below are to be performed during the year 2022.

Quarterly sampling events are scheduled to be performed during January, April, July, and October. As part of this task, Consultant will be responsible for the following activities:

- Coordinate with City field personnel during field sampling events to be performed in January, April, July, and October. This includes making City staff aware of modifications to the performance monitoring program activities. Recommended modifications to the sampling program (e.g., increasing/decreasing frequency of sampling for individual monitoring wells) are to be proposed as part of the annual performance monitoring report.
- Identify and work to resolve issues that come up regarding laboratory analytical results (e.g., apparent mislabeling between 2 sample locations, investigate what appears to be anomalous analytical data, etc.).
- Prepare the two deliverables associated with the Groundwater Monitoring Program, including the Interim Data Transmittal and the Annual Performance Monitoring Program Report. These deliverables are described below.

- ☐ Environmental Database – Maintain the environmental database, including upload of analytical data upon receipt from the analytical laboratory following each quarterly sampling round. Database management will include performing queries on the data and preparing data summary tables that will be included in the interim data transmittal (electronic transmittal) and the annual performance monitoring program report (hard copy submittal and/or electronic transmittal).
- ☐ Responses to Regulatory Agency Review Comments (RTCs) – USEPA and the State regulatory agencies have submitted review comments on a range of submittals during the past year (2021). This task will involve preparing RTCs for technical deliverables scheduled for submittal to USEPA (including the OU-1 Annual Report, Interim Data Transmittal, and Annual Performance Monitoring Program Report).

Assumptions

- ☐ Analysis of organic constituents is currently being performed by BSK Associates Engineers & Laboratories (BSK) in Fresno, CA under direct bill contract with the City. The analytical laboratory may be changed at the discretion of the City.

☐ Analysis of inorganic constituents is currently being performed by the City of Fresno Wastewater Management Division Analytical Laboratory (WMD) in Fresno, CA, under direct bill arrangement with the City.

Deliverables

1. Interim Data Transmittal – The Interim Data Transmittal will consist of data summary tables and figures for the July and October groundwater monitoring events. The Interim Data Transmittal will be submitted directly to USEPA via e-mail in January 2022.

2. Annual Performance Monitoring Program Report (Annual Report) – The Annual Report will cover the July and October 2021 and the January and April 2022 groundwater monitoring events. A draft document will be submitted to City staff for review. Consultant will incorporate revisions from City staff and prepare final report for submittal to the USEPA. The Annual Report, to be submitted to USEPA in July 2022, will include the following elements:

- Compilation of quarterly monitoring data (field and analytical laboratory data) and GTP operational data.

- Preparation of data summary tables and graphics. Data summary tables will include groundwater extraction well operational data, groundwater treatment unit performance monitoring data, volatile organic compound (VOC) mass removal, groundwater level measurements, head differential measurements (well clusters), VOC analytical data, inorganic constituent data, and quality control data. Graphics will include groundwater elevation contours for 2 of the quarterly monitoring events and VOC concentration trend plots.

- Based on the Long Term Monitoring Optimization Plan (Plan) (CDM Smith, 2007), Consultant will perform an evaluation of the groundwater monitoring wells included in the monitoring program and will make recommendations in accordance with the criteria defined in the Plan. This evaluation will be completed following the April performance groundwater monitoring event. The results of this evaluation will be documented in the Annual Report.

Task 2 – Remedial Action Systems Operations Assistance

Objectives

☐ Support the high-quality performance of the landfill environmental control systems, including the landfill gas (LFG) control, landfill cover, and stormwater management systems.

☐ Assist City staff in the ongoing operations, monitoring, and maintenance of the groundwater remediation system and the landfill control systems at the FSL.

Activities

Under this task, Consultant will assist the City in ongoing operations and maintenance of the groundwater treatment system and the landfill control systems. This task will consist of on-site and office activities necessary to maintain effective operation of the groundwater collection and treatment system, the LFG control system, and the function of the final landfill cover/stormwater management systems. This task includes the following activities:

□ Operable Unit 1 Annual Report (Annual Activity) – Consultant will prepare a report, which is intended to document operations and maintenance activities associated with the landfill (LFG) control elements, including the landfill cover, stormwater management, and LFG control systems. The OU-1 Annual Report, to be submitted to USEPA in February, will address operations during the prior year. The OU-1 Annual Report will consist of the following elements:

- Summary of LFG flare operating data. This summary would include a listing of the LFG flare downtimes, resulting in operation of the GTP in LFG flare bypass mode.
- Compilation of perimeter LFG monitoring probe data.
- Assessment of the condition of the landfill cover system and the stormwater management system. The assessment would rely on information generated during inspections of the landfill cover and stormwater management system performed by Consultant and/or City staff. Of particular importance is the inspection scheduled early fall, prior to onset of rainy weather.
- Overview of maintenance activities performed on the landfill control systems and description of repairs or equipment replacements.

□ Landfill Inspection and Maintenance Assistance – Activities to be performed under this subtask will be focused on assisting the City in planning and performing landfill inspection and maintenance activities.

- Annual Landfill Inspection (Annual Activity) – The annual landfill inspection will be performed during the Fall of 2022. At the request of the City, additional inspections may be performed following heavy precipitation events that could impact landfill control systems function. A description of landfill inspection activities/procedures is provided below:

- Focus of the inspections will be on the landfill control system elements, including landfill cover system, surface water management system, and LFG control system.
- Highlight the need for performing routine maintenance activities related to the landfill control systems.
- Highlight the need for performing corrective action activities to address damage, inoperable conditions, or failure of the landfill control systems. The descriptions will be specific to each of the landfill control system elements.
- Prepare report to document inspection and to describe maintenance, repair, and corrective actions.
- Identify landfill regrading needs identified as part of the landfill inspections.

- Wet Weather Inspections – Inspections will be performed during wet weather months (considered to be October through March). City staff will be responsible for performing these inspections, including completing the inspection form for submittal to Consultant who will review and submit to USEPA.

- Quarterly Inspections – Given overlap with the other scheduled landfill inspections (Annual and wet weather Inspections, only one quarterly inspection during the year (June). City staff will be responsible for performing this inspection, including completing the inspection form for submittal to Consultant who will review and submit to USEPA.

□ Annual Evaluation of Extraction Well Performance (Annual Activity) – Consultant will perform an evaluation of the performance of each extraction well on an annual basis. Performance factors to be considered during the performance evaluation will include specific capacity (pumping rate per foot of drawdown) and changes in pumping rate and drawdown over time, with comparison to historical data.

□ New Well Evaluations (Periodic Activity) – Consultant will perform groundwater modeling evaluations of proposed new water supply wells (agricultural and residential) in the vicinity of the FSL. The purpose of the new well evaluations is to assess the potential for impact to the existing groundwater remediation system at the FSL from operation of proposed new wells. Under the current arrangement, the County of Fresno, Department of Public Health, Environmental Health Division (Fresno County) notifies the City when a permit application for a new or replacement water supply well is submitted in a location within the well assessment zone. Based on groundwater modeling results, Consultant will either recommend that the well not be installed or recommend design modifications for the proposed well (e.g., depth of well, depth of annular seal, and length of screen zone). It is assumed that CDM Smith will perform two evaluations per year for the duration of the period of performance.

□ As-Needed Services (Annual Activities) – The budget includes funding for tasks that cannot specifically be identified at this time. The City will request in writing that Consultant perform these tasks prior to initiating work. Activities under this task will be performed on an as-needed basis. These currently undefined tasks may include, but are not limited to, the following:

- GTP Operations Assistance – Consultant staff will be available to address questions raised by City staff in optimizing operations of the groundwater collection and treatment system (including extraction pump operations, GTP operations, and monitoring of instrumentation and controls). Consultant staff will also be available to respond to requests for assistance from the City to address GTP operational problems or to respond to questions regarding technical or regulatory issues.

- Evaluate the feasibility of performing innovative remediation technologies to address VOC-impacted groundwater with the objective of reducing localized high VOC concentration locations. Over the last 10 to 15 years, significant progress has been made in reducing and/or eliminating VOC groundwater concentrations using a range of innovative remedial technologies (e.g., in situ bioremediation, chemical oxidation, etc.). The focus of such a task would be to engage with commercial vendors to gain an understanding regarding the feasibility and effectiveness of innovative technologies for use at landfill sites.

- Respond to requests from the USEPA to perform field investigation activities at the landfill site.

- Develop an estimate of future costs associated with GTP operations under various operational scenarios.

- Review and evaluate analytical data from supplemental samples collected from the groundwater monitoring wells or the GTP.

- Respond to requests for information from the USEPA, or other regulatory agencies involved in oversight at the FSL.

Assumptions

☐ With requests from Consultant, City staff will provide Consultant with information listed below in a timely manner. The requested information constitutes critical information for reporting to USEPA (e.g., Quarterly Progress Reports, OU-2 Annual Performance Monitoring Report, OU-1 Annual Report).

1. Downloads of the SCADA system with operations data for the groundwater remediation system (data from extraction well operations and groundwater treatment plant operations) and for the landfill gas (LFG) flare system (LFG flare operations). Consultant will compile these data and make necessary assumptions and calculations for filling data gaps.

2. Weekly maintenance summaries for the groundwater remediation system and the LFG flare.

☐ Consultant will initiate efforts on as-needed tasks upon request from the City. The cost associated with the individual subtasks will include expenses for travel to the Site.

Deliverables

☐ OU-1 Annual Report (Annual Deliverable). A draft report will be submitted to the City for review. The report will be revised based on review comments from the City and finalized for submittal to USEPA.

☐ Annual Extraction Well Performance Evaluation Technical Memorandum (Annual Deliverable). The technical memorandum, which will document the performance evaluation on each of the groundwater extraction wells, will be submitted to the City. This technical memorandum is not intended as a formal submittal to USEPA.

☐ New Well Evaluations (Periodic Deliverables). At the conclusion of each new well evaluation that is performed, a letter to the City will be prepared for submittal to the City which documents groundwater modeling results and provides well construction recommendations.

☐ There may be deliverables associated with As-needed services that are authorized by the City under Task 2.

Task 3 – Superfund Site Delisting Pathway – Planning

There will be no Task 3 services performed during 2022.

Task 4 – Field Investigation Activities (Operable Unit 1)

The two subtasks included under Task 4 are briefly described below.

☐ Subtask 4.1 – Soil Gas Sampling Program. During 2021, USEPA had directed the City to perform soil gas sampling from selected LFG perimeter monitoring probes (located along the perimeter of the landfill). Based on the results of these sampling activities, USEPA is expected to direct the City to plan and implement a soil gas investigation on City property located beyond the perimeter monitoring probe locations along potential exposure pathways to assess the potential risk to park visitors or to local residents along Jensen Avenue (north of the landfill) or along North Avenue (south of the landfill).

☐ Subtask 4.2 – Landfill surface Emissions Testing. USEPA is requiring the City to implement a surface emissions testing program on the FSL. Consultant will assist the City

in developing the emissions testing program and in preparing reports to document field activities and present the results of the emissions testing.

Subtask 4.1 – Soil Gas Sampling Program

Objective

☐ Collect soil gas data to assess the risk to human health from migrating LFG at locations near the landfill.

Activities

☐ Prepare a Draft Soil Gas Investigation Work Plan (Work Plan) defining the remedial action objectives, detailing soil gas sample probe installation and soil gas sample collection procedures and identifying laboratory analytical methods.

☐ Prepare RTCs to USEPA review comments on the Work Plan and prepare a Final Work Plan which incorporates input from USEPA.

☐ A description of the Soil Gas Investigation activities is provided below:

- Consultant will hire a subcontractor to provide soil gas probe installation and soil gas sampling services.

- Soil gas probes will be installed by a California C-57 licensed drilling subcontractor using a direct push technology drill rig. No soil or groundwater samples will be submitted for laboratory analysis. The probes will be placed in locations near utility trenches as potential migration pathways. A targeted screen interval of 4.5 to 5.5 feet bgs has been selected for each of the soil gas. Once installed, the soil gas probes will be allowed to equilibrate for a two hour time period before shut in, leak testing, purging and sampling will occur.

- Following a two hour equilibration period after probe installation, shut-in testing, leak testing, and purging will be performed followed by soil gas sample collection. Samples will be collected in laboratory supplied Summa canisters with the following analyses:

1. VOCs by Environmental Protection Agency Method TO-15 (Full Scan).
2. Helium by modified ASTM D-1946 – atmospheric gas analysis

☐ In addition to samples to be collected from the newly installed soil gas probe locations, samples will be collected at five of the existing landfill perimeter monitoring probe locations 9 NNW2m CMW6, MMW4, MMW5, MMW6. Helium shroud leak testing will be implemented during sampling at the perimeter monitoring probes.

☐ A second round of sampling is expected to be required by USEPA to evaluate whether there are seasonal variations of VOC constituent concentrations in the soil vapor samples. The soil gas sample collection detailed above will be repeated.

☐ Following completion of two rounds of soil gas sample collection, prepare a technical memorandum to document data collection methods, and present analytical data from field sampling. Results will be compared with the San Francisco Regional Water Quality Control Board Environmental Screening Levels (ESLs) (Water Board, 2019). The technical memorandum will present a data evaluation to assess the potential risk to human health.

Assumptions

☐ USEPA will not require more than the two sampling rounds described above.

Deliverables

- ☐ Soil Gas Investigation Work Plan. The Work Plan will describe the soil gas probe installation and soil gas sample collection procedures. The Work Plan will be submitted to USEPA
- ☐ Technical Memorandum – Soil Gas Investigation Findings

Subtask 4.2 – Landfill Surface Emissions Testing

In 2021, surface emissions testing was requested by USEPA, to be performed during 2022.

Objective

- ☐ Develop a surface emissions testing program at the FSL.
- ☐ Prepare an annual report to USEPA which documents the field activities and presents the results of the emissions testing.

Activities

Consultant will develop a surface emissions monitoring plan (Plan) consistent with Title 17 California Code of Regulations (CCR), Section 95460. The surface emissions monitoring program will include Instantaneous Surface Monitoring and Integrated Surface Monitoring, as defined in the CCR, Section 95460.

Consultant will prepare an annual report for submittal to USEPA covering the period January 1 through December 31, 2022. The report will provide a summary of the quarterly surface emissions monitoring activities and present field data collection data. LFG gas control system operations for the reporting period will be documented.

Assumptions

- ☐ City staff will perform quarterly field methane surface emissions monitoring activities. Monitoring data will be provided to Consultant following each quarterly monitoring event.

Deliverables

- ☐ Emissions Monitoring Work Plan. The Work Plan will describe the methane surface emissions monitoring procedures and reporting requirements. The Work Plan will be submitted to USEPA.
- ☐ Landfill Emissions Annual Report (for the period January 1 through December 31, 2022). The Landfill Emissions Annual Report will be a deliverable in March 2023 (regulatory-defined requirement). Preparation of the Annual Report will be included in the 2023 scope of work

Task 5 –Project Management/Project Meetings

Objectives

- ☐ Meet project scope, schedule, and budget requirements.
- ☐ Maintain effective communication with the City, USEPA, and other regulatory agency staff on key project issues.

Activities

The activities described below are to be performed during 2022.

- ☐ Perform routine project management activities, which will include staff oversight, budget management, invoicing and coordination with the City on budget and scope of work development.
- ☐ Prepare schedule updates, as needed.
- ☐ Participate in project meetings and project conference calls, including preparing meeting agendas and other handouts.
- ☐ Prepare quarterly reports providing status updates regarding remedial actions implemented at the FSL. Consultant will submit draft quarterly reports to the City.

Assumptions

- ☐ The City will finalize the quarterly reports with transmittal to USEPA.
- ☐ Cost estimate reflects participation in monthly project conference calls. In addition, there will be one project status meetings at the FSL Site during 2022. The budget assumes that up to one Consultant staff from outside the Concord office will participate in the project status meeting and includes travel and per diem expenses.

Deliverables

1. Project Quarterly Reports prepared during January, April, July, and October during 2022.
2. Monthly invoices to the City documenting Consultant work performed.
3. Agenda and handouts for periodic project meetings or teleconferences.

Task 6 – Landfill Regrading/Landfill Control Systems Repair – Design, Bid Period, and Construction Period Services (OU-1)

The City initiated a landfill regrading program during 2021. Consultant prepared design documents which addressed settlement along the eastern side slopes, eastern perimeter drainage channel and eastern access road. The regrading program will continue during 2022. Design activities during 2022 will include completion of the Landfill Regrading Program Design #1 (initiated in 2021) and the Regrading Program Design #2 elements. The two Task 6 subtasks are briefly described below.

- ☐ Subtask 6.1 – Landfill Regrading Program Design #2– Design for the project titled Drainage Channel Regrading and Gas Control System Maintenance was initiated in 2021 (through completion of the 90% design). This subtask consists of completing the 95% design documents and the 100% design documents. Additionally, Consultant will provide bid period and construction period services.
- ☐ Subtask 6.2 – Landfill Regrading Program – Design #2: This subtask consists of developing detailed plans and specifications that will guide landfill regrading and repair of the southern side slopes, northern side slopes and perimeter drainage channel, top deck of the landfill, and perimeter access roads.

Subtask 6.1 – Landfill Regrading Program - Design #1: Drainage Channel Regrading and Gas Control System Maintenance

Objectives

- ☐ Complete design documents (plans and technical specifications) for the Regrading Program Design #1.
- ☐ Provide bid period and construction period services.

Activities

The 90% design documents (submitted in October 2021) included relocation of the landfill gas (LFG) header associated with Condensate Sump #6 (CS-6). The City has expanded the Regrading Program Design #1 design activities to include relocation of the LFG header associated with CS-5. This element of work will be incorporated into the 95% design documents. Subtask 6.1 are described below:

- ☐ 95% design – This is a new design package that was added to the scope of work for 2022.
- ☐ Restore funding for Existing Tasks – During 2021, with approval by the City, funding was transferred from existing Task 6 subtasks to allow Consultant to address reporting requirements associated with the Landfill Regrading Program imposed by USEPA. Transfer of funding is described below:
 - a. Bid Period Services – The \$1,800 that was transferred from this subtask in 2021 is restored under this scope and budget for 2022.
 - b. Reporting – The \$6,000 that was transferred from this subtask in 2021 is restored under this scope and budget for 2022.

Deliverables

1. 95% Perimeter Drainage Ditch Regrading and Repair Design. Comments from City staff on the 90% design package will be incorporated into the design drawings and specifications and the 100% design documents will be prepared. The stage of the design is considered final. The Engineer's OPCC based on the 95% design documents will be developed and submitted for City review.
2. 100% Perimeter Drainage Ditch Regrading and Repair Design. Comments from City staff on the 95% design package will be incorporated into the design drawings and specifications and the 100% design documents will be prepared. The stage of the design is considered final. The Engineer's OPCC based on the 100% design documents will be developed and submitted for City review (existing funding authorized in 2021).
3. The 100% design submittals will be stamped and sealed for distribution by the City to potential bidders. An electronic copy of the 100% drawings in AutoCAD version 2015 will be provided on CD-ROM. Electronic copy will be identical to bid set except Consultant will remove its logo, professional engineering stamps and signatures. Electronic copies of 100% technical specifications will be provided in MS Word on CD-ROM (existing funding authorized in 2021).
4. Electronic files of the design documents (plans and specifications) will be provided to the City (existing funding authorized in 2021).
5. Following completion of the landfill regrading and LFG collection system repair activities and the landfill perimeter drainage ditch regrading and repair activities, a Tech Memo will be prepared to document activities performed. The Tech Memo will be submitted to the USEPA (funding for this task is restored as part of this budget).

Bid Period Services

This subtask will include participation in the City's pre-bid conference and preparation of responses to Bid Period requests-for-information (RFIs). It is assumed that this task will be limited to 50 labor hours (funding for this task is restored as part of this budget).

Construction Period Services

This subtask will consist of Contractor submittal review, preparing responses to construction RFIs, and periodic construction oversight. Construction oversight can include specialty inspection, targeted participation in construction meetings, assistance in change order preparation, assistance in claims support, and assistance in preparation of a project punch list. It is assumed that this task is limited to 100 labor hours. (existing funding authorized in 2021).

Reporting

This subtask will consist of preparing a Tech Memo to document the Task 6 construction efforts. The Tech Memo is intended for submittal to the USEPA. Given that this construction project is a maintenance project, the report will be less detailed than the Interim Remedial Action Report that had been prepared to document past remedial action construction activities performed at the FSL (funding for this task is restored as part of this budget).

Subtask 6.2 – Landfill Regrading Program - Design #2: Regrading and Landfill Control Systems Repair – Southern Side Slopes, Northern Side Slopes and Perimeter Drainage Channel, Top Deck, and Access Roads

Objectives

- ☐ Prepare design documents (plans and technical specifications) to be used by the City to solicit bids from contractors for regrading landfill side slopes, perimeter drainage channel, and perimeter access roads as part of Regrading Design #2 of the Landfill Regrading Program.
- ☐ Provide bid period and construction period services.

Activities

Consultant will design drawings and specifications for use by the City to request Contractor bids to utilize in planning and implementing a regrading operation addressing differential settlement of landfill side slopes, top deck, and access roads. Additionally, the design will address maintenance and repair of landfill control system facilities during the fall of 2022. Task activities will include preparation of design documents (design plans and specifications), bid period services, and construction period services. Task activity descriptions, assumptions, and deliverables are provided below.

Design Services

Consultant will prepare the Landfill Regrading Program Basis of Design for submittal to USEPA. Consultant will also prepare three design packages, including the 60% design drawings with a listing of technical specifications sections, 90% design package (design drawings, specifications, and associated Engineer's Opinion of Probable Construction

Cost (OPCC) and the 100% design package (specifications, design drawings, and associated OPCC). Activities to be performed during the design for the Regrading and Landfill Control System Repair are described below.

- ☐ Up to two visits to the FSL by key members of the design team to confirm conditions relative to as-built drawings for the landfill closure.
- ☐ Develop approximately fifteen (15) design drawings, including the following:
 - Five (5) general sheets – title page, general notes, general site layout, and settlement specific sheets.
 - Ten (10) civil detail sheets – sections/details showing typical settlement repair, ditch reconstruction and ditch lining, anchor trench, sand tube layout, and perimeter access road repair.
- ☐ Develop technical specifications based on the specifications prepared for the Drainage Channel Regrading and Landfill Gas Control System Maintenance project (90% design specifications completed in October 2021).
- ☐ Develop Engineer's Opinion of Probable Construction Cost (OPCC) for the Perimeter Drainage Ditch and Repair project. The Engineer's OPCC will be developed based on the 90% design submittal and then updated for the 100% design submittal.

Bid Period Services

This subtask will include participation in the City's pre-bid conference and preparation of responses to Bid Period requests-for-information (RFIs). It is assumed that this task will be limited to 50 labor hours.

Construction Period Services

This subtask will consist of Contractor submittal review, preparing responses to construction RFIs, and periodic construction oversight. Construction oversight can include specialty inspection, targeted participation in construction meetings, assistance in change order preparation, assistance in claims support, and assistance in preparation of a project punch list. It is assumed that this task is limited to 100 labor hours.

Reporting

This subtask will consist of preparing a Tech Memo to document the Task 6 construction efforts. The Tech Memo is intended for submittal to the USEPA. Given that this construction project is a maintenance project, the report will be less detailed than the Interim Remedial Action Report that had been prepared to document past remedial action construction activities performed at the FSL.

Assumptions

- ☐ City survey crew will perform a survey of the landfill areas targeted for regrading during 2022, including landfill side slopes, perimeter drainage ditches, and landfill access roads. The City will provide to Consultant electronic files with topographic contour information by March 2022.
- ☐ Design documents will be based on design documents prepared for the Drainage Channel Regrading and landfill Gas Control system Maintenance project (90% design dated October 2021).

- ☐ It is intended that the 100% design documents are final, and not a review set for purposes of generating additional review comments.
- ☐ City will be responsible for compiling the front end (Division 0) specifications. Consultant will be responsible for developing the technical specifications. Consultant will provide to City staff the technical specifications (from the 100% design package) for incorporating into a full specification package to be included in the formal request-for-bid.
- ☐ Consultant will prepare draft Bid Schedule for use by the City as an element in the bid package. The City will work process front-end (Division 0) specifications.
- ☐ City will be responsible for transmitting information to bidders, as necessary.
- ☐ At the request of the City, Consultant will prepare up to two addenda during the bid process.
- ☐ Consultant will prepare responses for up to ten questions or RFIs during the bidding process.
- ☐ During Construction Period Services, City will coordinate and transmit RFIs and submittals/responses.

Deliverables

1. Landfill Regrading Program Basis of Design – The Landfill Regrading Program Basis of Design document will provide a detailed description of the elements of work to be addressed as part of the Regrading Program Design #2.
2. 60% Design drawings. Design documents will consist of drawings and a listing of the technical specifications. The 60% design documents will be submitted for review by City staff.
3. 90% Design documents. Review comments from City staff on the 60% design package will be incorporated into the 90% set of design drawings and specifications. The 90% design documents will be submitted for review by City staff and by USEPA. The Engineer's OPCC based on the 90% design documents will be developed and submitted for City review.
4. It is expected that USEPA will submit review comments addressing the 90% design documents. Consultant will prepare a RTC document in response to USEPA comments and incorporate USEPA comments in the 100% design documents.
5. 100% Design documents. Design documents will consist of drawings and technical specifications. Review comments from City staff and USEPA on the 90% design package will be incorporated into the 100% design drawings and specifications. The 100% design documents will be submitted for a backcheck by City staff. The Engineer's OPCC based on the 100% design documents will be developed and submitted for City review.
6. The 100% design submittal will be stamped and sealed for distribution by the City to potential bidders. An electronic copy of the 100% drawings in AutoCAD version 2015 will be provided on CD-ROM. Electronic copy will be identical to bid set except Consultant will remove its logo, professional engineering stamps and signatures. Electronic copies of 100% technical specifications will be provided in MS Word on CD-ROM.
7. Electronic files of the design documents (plans and specifications) will be provided to the City.
8. Following completion of the construction activities, Consultant will prepare a Construction Completion Report, which will document construction activities performed. The Construction Completion Report will be submitted to the USEPA.

Schedule

The scope of work and budget presented above reflects project duration from January through December 2020. The schedule for project deliverables is provided below:

Annual and or Periodic Deliverables

1. Quarterly Reports – January, April, July, and October during 2022.
2. Interim Data Transmittal – January 31, 2022.
3. OU-1 Annual Report – February 31, 2022.
4. Technical Memorandum to document the annual well performance evaluation – June 2022.
5. Spring 2022 Annual Performance Monitoring Program Report – July 31, 2022.
6. New Well Evaluations – The results of groundwater modeling to evaluate proposed new agricultural or domestic water supply wells will be documented in a brief letter report to the City. This work will be performed on an as-needed basis throughout 2022.

One-time Deliverables

1. Soil Gas Investigation Work Plan – February 2022
2. Soil Gas Investigation Findings – October/November 2022
3. Landfill Emissions Monitoring Work Plan – February 2022
4. Task 6.1 Design Deliverables:
 - ☐ Landfill Regrading Basis of Design – first quarter 2022
 - ☐ Landfill Regrading Program 95% design documents – February 2022
 - ☐ Landfill Regrading Program 100% design documents - April 2022
 - ☐ Technical Memorandum documenting Landfill Regrading Program – Design #1– fourth quarter 2022
5. Task 6.2 Design Deliverables:
 - ☐ Landfill Regrading Basis of Design – second quarter 2022
 - ☐ Landfill Regrading Program 60% design documents - third quarter 2022
 - ☐ Landfill Regrading Program 90% design documents - fourth quarter 2022
 - ☐ Landfill Regrading Program 100% design documents - fourth quarter 2022

Budget

The cost for the work described above is \$429,850. A cost breakdown is provided on Table 1 – Groundwater and Landfill Remediation Services During 2022, Fresno Sanitary Landfill (OU-1 and OU-2). This cost estimate constitutes the budget for services during 2022.

Table 1
Groundwater and Landfill Remediation Services during 2022
Fresno Sanitary Landfill (OU-1 and OU-2)

Task Description	Labor	ODCs	OPs	Total
Task 1 Performance Monitoring Program	\$ 54,800	\$ 1,360	\$ -	\$ 56,160
Task 2 Remedial Action Systems Operations Assistance	\$ 85,810	\$ 1,680	\$ -	\$ 87,490
Task 3 (not utilized for Services during 2022)	\$ -	\$ -	\$ -	\$ -
Task 4 Field Investigation Activities (OU-1)	\$ 28,430	\$ 940	\$ 22,200	\$ 51,570
Task 5 Project Management/Project Meetings	\$ 60,710	\$ 2,160	\$ -	\$ 62,870
Task 6 Landfill Regrading/Landfill Control Systems Repair -- Design, Bid Period, and Construction Period Services (OU-1)	\$ 170,500	\$ 1,260	\$ -	\$ 171,760
TOTALS	\$ 400,250	\$ 7,400	\$ 22,200	\$ 429,850

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) and CDM Smith, Inc. (Consultant)

Fresno Sanitary Landfill Groundwater Monitoring and Remedial Action Service

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
- 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 (Errors and Omissions) policy is written on a claims-made form:

The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

1. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five year discovery period.
2. 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 years completion of the Agreement work or termination of the Agreement, whichever occurs first.
3. A copy of the claims reporting requirements must be submitted to City for review.
4. 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 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 these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

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 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**Fresno Sanitary Landfill Groundwater Monitoring and Remedial Action Services

		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: _____

N/A

☐ Additional page(s) attached.

DocuSigned by:

Servando Molina

Signature

1/10/2022

Date

Servando Molina

(Name)

CDM Smith Inc.

(Company)

2300 Clayton Rd, Suite 950

(Address)

Concord, CA 94520

(City, State Zip)