

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

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

RECITALS

WHEREAS, CITY desires to obtain professional design and construction support services for expanded carbon dioxide (CO2) injection system at the Northeast Surface Water Treatment Facility (NESWTF), hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a Engineering Consultant 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 June 30th, 2019, 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 500 consecutive calendar days from such authorization to proceed.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of one hundred and forty two thousand eight hundred and forty eight dollars (\$142,848), and a contingency amount not to exceed fourteen thousand one hundred and fifty dollars (\$14,150) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director. Such fees include all expenses incurred by CONSULTANT in performance of such services.

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

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

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

No signature of City Attorney required.
Standard Document #DPU-S 8.1 has been
used without modification, as certified by
the undersigned.

By: Paul Maragoni
Paul Maragoni
Professional Engineer
Department of Public Utilities

REVIEWED BY:
Michael Carbajal
Michael Carbajal, Planning Manager
Department of Public Utilities

Addresses:
CITY:
City of Fresno
Attention: Paul Maragoni,
Professional Engineer
2101 "G" Street
Fresno, CA 93706
Phone: (559) 559-621-1626
FAX: (559) 559-621-1626

Attachments:

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

Christopher Johnson,
Carollo Engineers, Inc.

By: Christopher Johnson
Name: Christopher Johnson
Title: Vice President
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: Michael Barnes
Name: Michael Barnes
Title: Secretary
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

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

CONSULTANT:
Carollo Engineers, Inc.
Attention: Christopher Johnson,
Vice President
12592 W. Explorer Dr.
Suite 200
Bosie, Idaho 83713
Phone: (208) 376-2288
FAX: (208) 376-2251

Exhibit A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno ("City")
and Carollo Engineers, Inc ("Consultant")
Expanded CO2 Injection System at NESWTF
PROJECT TITLE**

Design of an Expanded Carbon Dioxide (CO2) Injection System at the Northeast Surface Water Treatment Facility (NESWTF).
(Project)

PURPOSE

The purpose of this Exhibit is to establish the scope of engineering services, schedule, and compensation for providing design services related to expansion of the CO2 Feed System at the NESWTF.

SCOPE OF SERVICES

TASK 0.0 - PROJECT MANAGEMENT

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

Task 0.1 – Project Management Plan

CONSULTANT is responsible to lead and manage the efforts of the Project Team.

CONSULTANT will develop the Project Management Plan defining work breakdown structures, budget requirements, schedule and milestone requirements, Quality Control requirements, and internal and external communication protocol. The Project Management Plan will be developed using standard Carollo Project Management tools.

Deliverables

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

Task 0.2 – Project Status Meetings

The CITY and CONSULTANT will meet monthly to discuss progress and development of the Project. The meetings will be held at the CONSULTANT's office in Fresno and key members of the CONSULTANT's team will participate via video conferencing. The meeting date will be maintained for a specific day of the month (e.g., first Tuesday at 8:00 AM). CONSULTANT'S Project Manager will be present for the meetings and will present a summary of the ongoing work, issues pending, action items, etc. Participants will discuss outstanding or upcoming project issues. CONSULTANT will prepare summaries of the progress meetings. A decision log will be maintained during the course of the meetings and updated monthly. Three (3) of the monthly meetings will coincide with the Preliminary Design, 50% Design, and 90% Design Workshops.

Deliverables

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

Task 0.3 – Project Progress Reports

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

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

Deliverables

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

Task 0.4 – Kick-Off Meeting

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

Deliverables

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

Task 0.5 – Team Project Management

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

Task 0.6 – Decision Log

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

Deliverables

- Updated decision log (presented with meeting notes).

TASK 1.A – SCHEMATIC DESIGN PHASE - CONCEPTUAL DEVELOPMENT

Task 1.A.1 – Support Engineering

This task includes design engineering project elements for topographic surveying and geotechnical engineering.

Task 1.A.1.1 – Geotechnical Engineering

Geotechnical engineering services are only anticipated to be required in the event design of a CO₂ storage tank is included in the design portion of the project, and has been included as part of Optional Task A at the end of this Scope of Work.

Task 1.A.1.2 – Surveying

This task has been included as an Optional Task at the end of this Scope of Work. In lieu of CONSULTANT providing topographic surveying of the site, CITY will provide CONSULTANT with topographic survey information from the original plant construction in CAD format. If minor additional survey information is required, CITY will utilize CITY survey crews for obtaining the additional information. If additional information is required beyond the availability of the CITY survey crews, CITY may direct CONSULTANT to perform topographic surveying as identified in Optional Task C.

Task 1.A.2 – Environmental Document Preparation

This task has been included as Optional Task B at the end of this Scope of Work.

Task 1.A.3 – Permitting Support

CONSULTANT will assist the CITY with securing the necessary permits for construction and operation of the new/expanded CO₂ storage and injection system.

Assumptions

- CITY will be responsible for obtaining all permits for the new CO₂

TASK 1.B – SCHEMATIC DESIGN PHASE

The purpose of the Schematic Design effort is to finalize the basis of design and prepare 50% design documents for the new/expanded CO2 storage and injection system.

Task 1.B.1 – Preliminary Design Workshop

CONSULTANT will review the existing CO2 system and determine capacity requirements and CITY preferences before performing an initial evaluation of two preliminary design options for the system. Upgrades may include an additional CO2 feed panel, carbon dioxide gas piping, carbon dioxide solution piping, injection equipment, and associated fittings/appurtenances. The CITY will confirm required design conditions and redundancy requirements for the system in order to facilitate this evaluation.

Following the initial evaluation, CONSULTANT will present the results of the alternatives analysis during the preliminary design workshop. During the workshop, CONSULTANT will provide a recommendation on the final design to meet CITY and plant requirements and the CITY shall provide feedback on the design options. CONSULTANT shall provide meeting minutes documenting the system design conditions and selected option.

Deliverables

- Meeting notes to document findings, conclusions, and key decisions (electronic file in MS Word and/or PDF).

Task 1.B.2 – Basis of Design Report

CONSULTANT shall prepare a technical memorandum summarizing the analysis of the CO2 storage and feed system, documenting the requirements of the system, expansion alternatives considered, design criteria used, and recommended expansion alternative, including the estimated cost of the recommended system.

Deliverables

- Draft and Final Technical Memorandum - five (5) hard copies and electronic version in PDF format.

Task 1.B.3 – 50 Percent Design Documents

CONSULTANT shall complete the 50 Percent Design Documents for the Project based on the outcome of the acceptance of the Preliminary Design Workshop. Design services include preparation of design documents, internal design check, and a construction cost estimate.

Assumptions

- CONSULTANT will prepare the design drawings using MicroStation CAD software. Construction drawings will include general, civil, structural, mechanical, electrical, instrumentation, and typical detail drawings.
- Technical specifications will be prepared using CONSULTANT'S standard specifications. General Conditions shall be based on CITY standard format.
- The 50 Percent Design Documents will include a specification table of contents and draft

specifications for technical equipment specification sections.

- Design does not include design of a new CO2 storage tank, as it is not anticipated an additional tank will be required. If CITY elects to include design of a new CO2 tank, those services are included at the end of this Scope of Work as Optional Task A.

Deliverables

- 50 Percent Design Documents — five (5) hard copies and electronic version in PDF format, which shall include the following:

- o Process and Instrumentation Diagrams (PIDs).
- o Updated drawing list.
- o Updated civil site layout.
- o Updated structural plans and elevations.
- o Mechanical equipment layouts with major piping.
- o Electrical site layouts.
- o Electrical single-line diagram with power sources.
- o Electrical plan views for location of major equipment and control panels.
- o Equipment list for major equipment.
- o Specification table of contents.
- o Preliminary technical equipment specifications.

Task 1.B.4 – 50 Percent Design Cost Estimate

The purpose of this task is to prepare cost estimates for the Project based on the final basis of design and 50 percent design documents.

Deliverables

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

Task 1.B.5 – 50 Percent Design Workshop

CONSULTANT will present the 50 percent design submittal for the Project and cost estimate to CITY staff. The objective of the workshop is to discuss changes from the Preliminary Design Workshop, and solicit CITY review comments.

Deliverables

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

TASK 2.0 – CONSTRUCTION DOCUMENT PHASE

This task has been removed from the Scope of Work.

TASK 3.0 – CONSTRUCTION DOCUMENT PHASE

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

Task 3.1 – 90-Percent Design Documents

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

Assumptions

- The 90 percent design package will include specification table of contents and final specifications.
- Design does not include design of a new CO2 storage tank, as it is not anticipated an additional tank will be required. If the CITY elects to include design of a new CO2 tank, those services are included at the end of this Scope of Work as Optional Task A.

Deliverables

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

Task 3.2 – 90 Percent Design Cost Estimate

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

Deliverables

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

Task 3.3 – 90 Percent Design Workshop

CONSULTANT will present the 90-percent design submittal and cost estimate to CITY staff. The objective of the workshop is to discuss changes from the 50 Percent Design Documents, and solicit CITY review comments.

Deliverables

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

Task 3.4 – 100 Percent Design Documents

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

Assumptions

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

Deliverables

- Two (2) copies of 11 x 17 final drawings and specifications complete and bound as a bid document.
 - One (1) copy of 22 x 34 final drawings, stamped and signed.
 - One (1) electronic copy of the drawing files in AutoCAD and their corresponding plot configuration files.
 - One (1) electronic copy of the final drawings in full and half size in PDF format, electronically stamped and signed.
 - One (1) electronic copy of the specifications.

Task 4.0 – BID SERVICES

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

Task 4.1 - Pre-Bid Meeting

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

Deliverables

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

Task 4.2 – Bidding Period Assistance

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

Assumptions

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

Deliverables

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

Task 4.3 – Bid Opening

CONSULTANT will attend the bid opening.

Task 4.4 – Bid Evaluation Assistance

CONSULTANT will assist the CITY in evaluation of the apparent low bidder and make a recommendation for awarding the Project.

Deliverables

- Letter memorandum summarizing the bid results and a recommendation for award of the Project (electronic file in PDF format).

TASK 5.0 – ENGINEERING SUPPORT DURING CONSTRUCTION

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

Construction support services include the combined office engineering, and start-up/training services and Project Close Out services. CONSULTANT shall provide the construction support services as described herein. The scope of these services is based on a construction period of 6 months from Contractor notice-to proceed to project completion.

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

Task 5.1 – Pre-Construction Conference

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

Task 5.2 – Submittal Review

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

Assumptions

- CONSULTANT's level of effort assumes the review of 40 original submittals and 8 re-submittals.

Task 5.3 –Requests for Information Review/Response

CONSULTANT shall respond to Contractor's Requests for Information (RFIs) on the Contract Documents forwarded by the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER will screen the RFIs submitted by the Contractor and will transmit to the CONSULTANT only those RFIs which require a response by the CONSULTANT. The work will involve both written responses to formal requests for information, and informal verbal telephone response. CONSULTANT shall prepare Design Clarifications (DCs) as required for providing direction to the Contractor of changes to the design initiated by the CONSULTANT.

Assumptions

- CONSULTANT's level of effort assumes the review of 35 RFIs.

Task 5.4 – Change Order Review

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

Task 5.5 – Meetings/Site Visits

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

Assumptions

- CONSULTANT shall attend meetings as necessary for the project duration to facilitate resolution of construction issues as requested by CONSTRUCTION MANAGER or CITY. CONSULTANT's specialty disciplines shall visit the site as necessary to review the construction progress and assess general conformance with the Contract Documents.

Deliverables

- Summary of field notes to document the site visit (electronic file in PDF format).

Task 5.6 – Startup Assistance

CONSULTANT shall assist CITY, CONSTRUCTION MANAGER, and Contractor in the operation and startup of the new CO2 storage and feed system. Operation and startup assistance shall generally follow procedures outlined in the Contract Documents. CONSULTANT will review and approve the Contractor's proposed functional, startup and operational test plans and assist to define initial process setpoints and all operational scenarios parameters. CONSULTANT shall be available to resolve startup and process issues and provide consultation and recommendations

Assumptions

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

Deliverables

- Summary review comments and approval of Contractor's functional, start-up and operational test plans (electronic file in PDF format).

Task 6 – Optional Supplemental Services

Throughout the project, Carollo Engineers, Inc. will provide as needed services upon approval by the City. This scope of service includes up to \$14,150 (~10% of the project budget for Tasks 0 - 5.6) to perform these tasks on a lump sum basis, as approved by the City.

Exhibit B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno ("CITY")
and Carollo Engineers, Inc. ("CONSULTANT")
Expanded CO2 Injection System at NESWTF
PROJECT TITLE**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

1. COMMERCIAL GENERAL LIABILITY:

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

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

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR*

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

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

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

4. **EMPLOYER'S LIABILITY:**

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

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and

related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

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

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

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

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

after completion of the Agreement work or termination of the Agreement, whichever occurs first.

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

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

VERIFICATION OF COVERAGE

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

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

Expanded CO2 Injection System at NESWTF
PROJECT TITLE

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

Explanation: _____

☐ Additional page(s) attached.

Christopher Johnson
Signature

1/24/2018
Date

Christopher Johnson
(name)

Carollo Engineers
(company)

12592 W. Explorer Dr. #200
(address)

Boise, ID 83713
(city state zip)