

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

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

RECITALS

WHEREAS, CITY desires to obtain professional engineering services for preparation of Biosolids Master Plan for the Fresno/Clovis Regional Wastewater Reclamation Facility (RWRF), hereinafter referred to as the "Project;" and

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

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

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

AGREEMENT

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

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

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or June 1, 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 400 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 Four Hundred Ninety Nine Thousand Eight Hundred and Seventy One Dollars (\$499,871.00), and a contingency amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director. Such fees include all expenses incurred by CONSULTANT in performance of such services.

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

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

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) 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: Matthew L. Bullis
Matthew L. Bullis, PE
Professional Engineer
Department of Public Utilities

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

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

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

Carollo Engineers, Inc.,
a Delaware corporation

By: _____
Name: ERIC CASARES

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

By: _____
Name: MICHAEL BARNES

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

Any Applicable Professional License:
Number: C73351
Name: ERIC CASARES
Date of Issuance: 07/31/08

CONSULTANT:
Carollo Engineers, Inc.
Attention: Eric Casares, PE,
Principal
710 West Pinedale Avenue
Fresno, CA 93711
Phone: (559) 436-6616
FAX: (559) 436-1191

Exhibit A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno ("City") and Carollo Engineers, Inc. ("Consultant")

Biosolids Master Plan at the RWRF

PROJECT TITLE

INTRODUCTION

Under this Scope of Work, Carollo Engineers, Inc. will provide professional engineering services to prepare a Biosolids Master Plan. Carollo will deliver the following services to Fresno/Clovis Regional Wastewater Reclamation Facility under the terms of Professional Engineering Services for the Fresno/Clovis Regional Wastewater Reclamation Facility Biosolids Master Plan.

BACKGROUND

This Scope of Work includes services for Carollo to complete a Biosolids Master Plan. The Biosolids Master Plan will investigate a range of biosolids management options and provide a 20-year plan outlining recommended projects for the management, beneficial use, and disposal of the City's biosolids. The Biosolids Master Plan will also provide recommended timelines and estimated budgets and will serve as a road map for biosolids management through 2037. The professional services required to deliver this project are described below.

SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT AND QUALITY MANAGEMENT

Project management includes facilitation of a Kick-Off Meeting, periodic workshops, work order administration, biweekly project progress check-ins, monthly progress reports, coordination with RWRF staff, and quality management.

Task 1.1 - Project Management, Communication, and Coordination

The project manager will make staffing assignments, review work progress, coordinate quality management procedures, manage subconsultants, and communicate monthly progress reports to the City. Carollo's project manager will prepare a project management plan to guide the team in executing the project and will manage the budget, schedule, and invoicing.

The project manager will prepare and maintain decision and action item logs that will record the decisions made by the City throughout the project as well as action items assigned to Carollo and City team members. The decision log will contain decisions made during regular meetings, workshops, and phone conversations with RWRF staff. The decision log will list the date the decision was made, the type of meeting in which it was made, individuals involved in making the decision, and the nature of the decision. The action item log will describe the outstanding action required, responsible party, and due date.

Task 1.2 - Project Kick-off Meeting

Carollo will facilitate a project Kick-off Meeting with RWRF staff to develop and define the City's goals and objectives for the biosolids program. This will be a working meeting with participation from key RWRF staff to discuss the City's vision for biosolids management and understand staff preferences. Additionally, Carollo will review the overall scope, schedule, and budget for preparation of the Biosolids Master Plan and establish lines of communication between Carollo and RWRF staff. It is assumed that five members of Carollo's team will attend the Kick-Off Meeting.

Task 1.3 - Quality Management

The project manager will be responsible for coordinating quality management and review of deliverables by senior Carollo staff.

Task 1 Deliverables

- Meeting minutes.
- Monthly progress reports.

TASK 2 – DEVELOP BACKGROUND INFORMATION

Carollo will begin the Biosolids Master Plan project with review of existing wastewater treatment facilities and current biosolids processing and disposal operations. This information will be used to identify challenges and constraints and potential solutions for the biosolids processes. Carollo will obtain input from Regional Wastewater Reclamation Facility (RWRF) staff relating to long-term goals and objectives, hauling, and other biosolids management options. The current cost structure for biosolids management will be summarized as well.

The following subtasks will be performed as part of Task 2.

Task 2.1 - Data Request

Carollo will begin by providing a list of information (data) needed to perform a review of existing solids treatment facilities in terms of operations and performance (technically and economically). The Carollo team will review historical (past five years) wastewater flows and loads for the RWRF. Additionally, historical plant operating data such as chemical usage and dewatered cake hauling records will be collected and used.

Task 2.2 - Review of Existing Solids Treatment Facilities and Site Visit

Plant operational data including process performance, major equipment inventory, and original design capacity will be reviewed using design/as-built documentation and data from the past five years. Under this task, a site visit will also be conducted to tour both liquid and solids treatment facilities (the same day as Workshop No. 1 under Task 2.5). During the site visit, the Carollo team will talk with operations and maintenance staff to understand day-to-day operations and identify problem issues and constraints with regard to solids handling and related processes (including the dissolved air flotation thickeners; anaerobic digestion; fats, oils and grease [FOG] receiving; dewatering; and conveyance/cake loading facilities).

Task 2.3 - Data Analysis to Develop Current Baseline

Carollo will review solids handling facilities' operating and performance data to determine the performance baseline for current biosolids management practices at RWRF. Data to be analyzed includes the quantity of solids processed through thickening, digestion, dewatering, cake storage, and transport offsite; the performance of those processes; chemical consumption; and the utilities required for operation. Utilities to be considered include natural gas and power.

Task 2.4 - Summarize Costs

Carollo will determine the current operating costs for biosolids treatment and use/disposal through an analysis of operating costs for utilities and final use/disposal. Maintenance costs will be assessed through discussions with staff and cost records for equipment maintenance provided by the City.

Task 2.5 - Workshop No. 1 - Current Biosolids Operation

Carollo will lead a workshop at the RWRF to present and review with staff the findings from Tasks 2.1 through 2.4. This provides an opportunity for RWRF staff to comment on the findings

and for all stakeholders to discuss and reach consensus on topics that remain outstanding. It is assumed that five members of Carollo's team will attend Workshop No. 1.

At Workshop No. 1, Carollo will also present assumptions other studies used to estimate potential future biosolids production for staff input.

Task 2.6 - Estimate of Future Biosolids Production

The baseline information together with estimates of future biosolids production prepared by other teams for recent RWRf projects will be reviewed by the Carollo team. The review will be for Carollo to understand the assumptions previously made to generate an estimate of future biosolids production. Unless the Carollo team disagrees significantly with the assumptions made, the results as presented in studies by others will be used as the future biosolids production values for this biosolids master planning effort. For the purposes of this analysis, the planning horizon is assumed to be approximately the next twenty years (i.e., through 2037).

Task 2.7 – Development of Background Information Chapter

Carollo will compile the information gathered during Task 2 into the Background Information Chapter of the Biosolids Master Plan Report. The draft chapter will be submitted electronically to RWRf staff for review and comment. Carollo will incorporate staff's comments on the draft chapter into the Draft Biosolids Master Plan Report (Task 7.0).

Task 2 Deliverables

- Draft Chapter - Background Information

TASK 3 - REVIEW OF CURRENT AND FUTURE REGULATIONS

Pertinent current and potential future regulations will be reviewed and documented in its own chapter under this task.

Task 3.1 - Review Current and Future Regulations

The review will include current federal, state, and local legislative and regulatory requirements for both air emissions (local air pollutants and greenhouse gas emissions) and biosolids management (with respect to use of Class A, B, or landfilled biosolids), as well as the current regional and national trends and drivers that could lead to regulatory changes that may affect the RWRf's biosolids management program (including elimination of alternative daily cover at landfills and organic waste diversion goals to reduce methane emissions from landfills).

Task 3.2 - Workshop No. 2 - Regulatory Overview

Carollo will lead a workshop at the RWRf to present the draft summary of current and future regulations that should be considered as part of the biosolids master planning effort. This provides an opportunity for open discussion with RWRf staff to confirm the summary properly reflects the current understanding of regulations that are impacting the facility today and those that may in the future. It is assumed that five members of Carollo's team will attend Workshop No. 2 (to be held the same day as Workshop No. 3 under Task 4.3).

Task 3.3 - Development of Current and Future Regulations Chapter

Carollo will compile the information gathered during Task 3 and summarize it in the Current and Future Regulations Chapter of the Biosolids Master Plan Report. The draft chapter will be submitted electronically to RWRf staff for review and comment. Carollo will incorporate staff's comments on the draft chapter into the Draft Biosolids Master Plan Report (Task 7.0).

Task 3 Deliverables

- Draft Chapter - Current and Future Regulations

TASK 4 - ASSESSMENT OF EXISTING BIOSOLIDS QUALITY

The Carollo team will characterize biosolids generated from processing, dewatering, and post-processing technologies, and identify suitable markets for their use.

Task 4.1 - Assessment of Current Biosolids Quality

In order to assess the current biosolids quality, our team will review pertinent data (biosolids pollutant and nutrient data for at least a three-year period) as provided by RWRF staff and, using the provided data, characterize each potential product relative to market criteria (e.g., nutrient content, dust, hardness, size, odor, and handling). The results will be summarized in the Biosolids Market Assessment Chapter.

Task 4.2 - Preliminary Market Assessment

The following steps will be taken to complete the preliminary market assessment:

- 1) Obtain information on the RWRF biosolids land application program, including biosolids going to agriculture, the location of application sites, the contractor, and costs per dry ton.
- 2) Conduct evaluation of other available biosolids programs in California, focusing on:
 - a) Type and classification of biosolids products;
 - b) Quantity of biosolids produced;
 - c) Beneficial use or disposal options currently utilized;
 - d) Other advanced products (e.g., dried or pelletized and fertilizers); and
 - e) Outside-the-gate expenses and revenues.
- 3) Define category of beneficial use to be considered for market survey (e.g., land application, soil blending, and reclaiming disturbed areas)
- 4) Identify beneficial use and disposal options in CA for selected products based on characteristics of each selected product and assess the following items for each market:
 - a) Capacity,
 - b) Seasonality,
 - c) Ability to store,
 - d) Preferred characteristics,
 - e) Sustainability, and
 - f) Net costs.
- 5) Confirm EQ biosolids characteristics and consider enhancements to improve marketability.

Task 4.3 - Workshop No. 3 - Preliminary Market Assessment

A summary of the preliminary market assessment results will be presented to RWRF staff during Workshop No. 3 for their review and input, prior to writing a summary for inclusion in the Carollo report. It is assumed that five members of Carollo's team will attend Workshop No. 3 (to be held the same day as Workshop No. 2 under Task 3.2).

Task 4.4 - Final Market Assessment and Site Visit

To further refine the data/information collected for the preliminary market assessment, the following tasks will be performed to develop the final market strategy.

- 1) Conduct on-site interviews with promising customers identified in the preliminary market assessment to discuss biosolids products in detail, provide sample and user information sheet, inspect and calculate capacity of storage areas, gauge level of interest, determine transportation preferences and costs, and determine willingness to purchase product.
- 2) Provide outside-the-gate cost estimates for each beneficial use and disposal option for each selected product.
- 3) Develop a recommended biosolids strategy for developing a portfolio of beneficial use markets to achieve a short-term and long-term beneficial use program.

Task 4.5 - Workshop No. 4 - Final Market Assessment

A summary of the final market assessment results will be presented to RWRF staff during Workshop No. 4 for their review and input, prior to writing a summary for inclusion in the Carollo report. It is assumed that five members of Carollo's team will attend Workshop No. 4 (to be held the same day as Workshop No. 5 under Task 5.1).

Task 4.6 - Development of Biosolids Market Assessment Chapter

The Carollo team will compile the information gathered during Task 4 and summarize it in the Biosolids Market Assessment Chapter of the Biosolids Master Plan Report.

The draft chapter will be submitted electronically to RWRF staff for review and comment. Carollo will incorporate staff's comments into the Draft Biosolids Master Plan Report.

As a final step to this task, the Carollo team will prepare a list of documents required for Class A/EQ and Class B biosolids distribution in California, including:

- 1) Documents required to obtain biosolids distribution permit(s).
- 2) Documents from the City necessary to complete permit(s) applications.
- 3) Forms to be prepared and submitted to the Regional Water Quality Control Board.
- 4) Potential follow-up actions requested by regulatory agencies.

Task 4 Deliverables

- Draft Chapter - Biosolids Market Assessment

TASK 5 – EVALUATION OF BIOSOLIDS MANAGEMENT ALTERNATIVES

This task will identify a range biosolids management alternatives for biosolids use and disposal based on the goals and objectives identified in Task 1. Preliminary screening criteria (both economic and non-economic) will be identified to a level that will allow selection of up to five feasible alternatives for further development. The Carollo team will perform a detailed evaluation and comparison of up to four biosolids management alternatives plus the "do nothing" alternative.

Task 5.1 - Workshop No. 5 - Identification of Alternatives and Evaluation Criteria

This task initiates the alternatives evaluation portion of the project and brings the collective knowledge of our team and RWRF staff together to identify institutional and technological options available to the City (for example, Class B land application, Class A - composting/thermal processing, offsite management, raw off-haul, Public-Private Partnerships). Considering financial, social, and environmental/regulatory constraints, the Carollo team will prepare workshop materials highlighting applicable biosolids management approaches.

Additionally, evaluation criteria will be identified based on City goals, policies, objectives, and preferences - a subset of which will be used to generate a short-list of biosolids management alternatives to discuss with RWRF staff during the workshop. The short-list of alternatives will undergo further evaluation in Task 5.2 using the full list of evaluation criteria.

It is assumed that five members of Carollo's team will attend Workshop No. 5 (to be held the same day as Workshop No. 4 under Task 4.5).

Task 5.2 – Evaluation of Alternatives

The evaluation of the short-listed alternatives will be based on assessment and comparison of criteria that address, for example, anticipated capital, operating, and life-cycle costs, flexibility to meet future needs, footprint, energy use, energy recovery potential, staffing requirements, automation and controls, residuals reuse/disposal, and aesthetic impacts (odor, noise, and visual appearance). Carollo will develop process schematics and conceptual level layouts for each of the four alternatives showing the location and footprint of the major process structures and buildings. The layout for each alternative will show appropriate phasing for capacity

increase as necessary in the future. For each alternative, mass and energy balances will be prepared. Carollo will also reference the results of the market assessment of residuals reuse/disposal for each alternative.

Carollo will summarize the evaluation approach, criteria, and results, and submit it to RWRF staff within two weeks of the workshop to discuss its contents. Carollo will incorporate this documentation, including staff comments, into the Biosolids Master Plan Report.

Task 5.3 – Workshop No. 6 – Evaluation of Alternatives

Carollo will facilitate a workshop with RWRF staff to discuss the steps taken to perform the evaluation and the results, which will be a prioritization/ranking of the short-listed alternatives. This will provide staff an opportunity to provide their input on the evaluation before development of an implementation plan in Task 6. It is assumed that five members of Carollo's team will attend Workshop No. 6.

Task 5.4 – Development of Alternatives Evaluation Chapter

Carollo will compile the information gathered during Task 5 into the Alternatives Evaluation Chapter of the Biosolids Master Plan Report. The draft chapter will be submitted electronically to RWRF staff for review and comment. Carollo will incorporate staff's comments into the Draft Biosolids Master Plan Report.

Task 5 Deliverables

- Draft Chapter - Alternatives Evaluation

TASK 6 – BIOSOLIDS IMPLEMENTATION PLAN

Task 6.1 – Implementation Road Map

Carollo will prepare an implementation plan or “road map” for the recommended biosolids management projects. The implementation plan will be a timeline of steps to be taken over the 20-year planning horizon, showing possible solutions for current issues and constraints for biosolids management, as well as projects recommended to beneficially manage biosolids through 2037. The implementation plan will show the “trigger” condition (e.g., based on the flow projections or regulations) and will list the appropriate steps to be taken by the City to implement the various future project development stages (such as, when to begin the permitting process and projected project design completion and construction).

The implementation plan will also provide the budget estimates.

Task 6.2 – Public Outreach Plan

The Carollo team will develop a draft outreach program focused on the alternatives development process - identifying communication strategies and public informational materials that could resonate with the City's stakeholders. A draft program will be submitted electronically to staff for review and comment. The team will facilitate a meeting to discuss the program with RWRF staff. Staff comments will then be addressed and a final program will be included in the Biosolids Master Plan Report.

Task 6.3 – Identification of Potential Funding

The Carollo team will identify potential federal and state funding sources available for the recommended biosolids management project alternatives and present the information as part of the Implementation Plan.

Task 6.4 – Development of Biosolids Implementation Plan

Carollo will compile the information gathered during Task 6, summarize it in the Implementation Plan timeline table, and submit it to RWRF staff for review. The draft table will be submitted

electronically to staff for review and comment. Carollo will incorporate staff's comments into the table and include the table as part of the Final Biosolids Master Plan Report.

Task 6 Deliverables

- Draft Implementation Plan table

TASK 7 – BIOSOLIDS MASTER PLAN REPORT

Carollo will compile a Biosolids Master Plan Report, incorporating information from the draft chapters submitted at the completion of individual tasks.

Task 7.1 – Development of Draft Biosolids Master Plan Report

The Draft Biosolids Master Plan Report will be submitted to RWRF staff for review and comment. The draft chapter will be submitted electronically to staff for review and comment.

Task 7.2 – Development of Final Biosolids Master Plan Report

Carollo will address staff's comments on the Draft Biosolids Master Plan Report and provide an electronic copy of the Final Biosolids Master Plan Report. The Final Report will be submitted to RWRF staff upon completion.

Task 7 Deliverables

- Draft Biosolids Master Plan Report (electronic pdf)
- Final Biosolids Master Plan Report (one hard copy and one CD or flash drive containing the pdf)

CITY RESPONSIBILITIES

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the City desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the City and Carollo. The following assumptions and City responsibilities apply to this project:

1. RWRF staff will provide historical wastewater flows, loads, plant operating data, and recently completed project documents providing future wastewater flow projections for the biosolids facilities. Flows, loads, and other data will be supplied in an electronic spreadsheet with discernible labels, units, and points of measurement.
2. The Carollo team shall be entitled to rely upon the accuracy of the data and information supplied by the RWRF staff without independent review or evaluation.
3. The RWRF staff will provide all required information and review comments within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data and review comments from the RWRF staff.
4. The RWRF staff shall attend all meetings to maintain the progress of the project according to the schedule.
5. The RWRF will make operations and maintenance staff available in a timely fashion for site visits.
6. The RWRF staff shall review draft deliverables and provide comments within a 2-week period.
7. If the project schedule is of a length that results in changes to plant flows, loads, or other data, the work tasks dependent on such data will continue to be based on the original set of data and information provided. If updated data analysis is required, this will be considered a change in scope and the City and Carollo will proceed based on a mutually agreed-upon amendment to the project budget and schedule.

SCHEDULE

This Scope of Services will be delivered over the course of twelve (12) months from Carollo's receipt of the Work Order issued for these services.

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno ("CITY") and Carollo Engineers, Inc. ("CONSULTANT")

Biosolids Master Plan for the RWRF
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

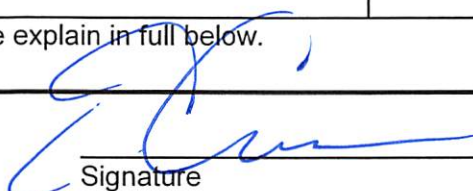
DISCLOSURE OF CONFLICT OF INTEREST

Biosolids Master Plan for the RWRF
PROJECT TITLE

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

Explanation: _____

☐ Additional page(s) attached.


Signature

02/21/18
Date

Eric Casanova
(name)

CAROL ENGINEERS
(company)

710 W. PINEDALE AVE
(address)

FRESNO, CA 93711
(city state zip)