City of FRESNO **REPORT TO THE CITYCOUNCIL**

AGENDA ITEM NO. 1 E
COUNCIL MEETING 1/27/2011
APPROVED BY
DEPARTMENT DIRECTOR
CITY MANAGER

January 27, 2011

FROM: PATRICK WIEMILLER, Public Works Director
Department of Public Works

BY: EFREN BAÑUELOS, Public Works Assistant Director
Department of Public Works, Capital Management Division

ROBERT ANDERSEN, Public Utilities Assistant Director
Department of Public Utilities

STEVEN SON, Capital Projects Manager
Department of Public Works, Capital Management Division

SUBJECT: APPROVE SECOND AMENDMENT TO AGREEMENT WITH WEST YOST ASSOCIATES TO ADD ADDITIONAL HYDRAULIC ANALYSES, UTILITY SURVEY, MITIGATED NEGATIVE DECLARATION AND ELECTRICAL DESIGN SERVICES AND DELETE TRAFFIC CONTROL DESIGN WITHIN PARTS 1 THROUGH 6 OF THE AGREEMENT FOR THE TWO LARGE DIAMETER WATER TRANSMISSION MAINS IN NORTHEAST AND SOUTHWEST FRESNO. (COUNCIL DISTRICTS 3, 4 AND 6)

RECOMMENDATION

Recommend approval of Second Amendment to Agreement with West Yost Associates to add additional hydraulic analysis', utility survey, mitigated negative declaration and electrical design services and delete traffic control design within Parts 1 though 6 of the Agreement for the Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno, and authorize the Public Works Director or his designee to sign the second amendment on the City's behalf.

EXECUTIVE SUMMARY

On December 31, 2009, City Council approved the Agreement with West Yost Associates for the design of plans and general construction contract documents for the Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno. The First Amendment to Agreement accelerated Items 1 through 8 of Part 3 of Exhibit 'A' to the Agreement into the Part 1 thereof and was approved by City Council on March 8, 2010. The Second Amendment will add additional hydraulic analyses, additional utility survey required for the Chestnut alignment, electrical design services for the preparation of electrical power plans and specifications, preparation of a Mitigated Negative Declaration as determined by the Initial Study as well as delete the design and preparation of the Traffic Control Plan. The installation of the southwest water transmission main will greatly improve the water pressure within the downtown area which has been experiencing pressure related problems for quite a while. The installation of the

northeast water transmission mains will connect transmission mains that have been previously installed but are not in use due to lack of connectivity. Therefore, staff now recommends approval of this Second Amendment to Agreement with West Yost Associates for additional hydraulic analysis', additional utility survey required for the Chestnut alignment, electrical design services for preparation of electrical power plans and specifications and the preparation of a Mitigated Negative Declaration as determined by the Initial Study.

BACKGROUND

The northeast large diameter water transmission main portion of the project on Chestnut Avenue is divided into two sections, the first running along Chestnut Avenue from Teague Avenue south to Sample Avenue and the second section running from Shaw Avenue south to Ashlan Avenue including an undercrossing of HWY 168. The first section will connect the pipelines previously installed in late 2001 from the North East Surface Water Treatment Facility, which is currently capped at Teague to the pipeline previously installed for the Campus Pointe project in early 2007 which is currently capped just south of Sample Avenue. The second section of the Chestnut large diameter water transmission main project will connect the Campus Pointe 2007 pipeline to the pipeline previously installed in early 1999 at Ashlan Avenue and ultimately runs to southeast Fresno. The connection of all these partial pipelines will increase the flow by almost 4.5 million gallons per day.

The southwest large diameter water transmission main is a critical step in moving downtown revitalization forward by increasing the available flow capacity in a downtown system that is currently running at a negative rate. Current water demands during peak hours exceed the available supply by over 1,100 gallons per minute (gpm). The installation of the southwest large diameter water transmission main will increase the available supply to exceed the future estimated water demands during peak hours in excess of 1,700 gpm.

The Second Amendment to Agreement will add additional hydraulic analyses associated with changed baseline conditions related to the supply of water to the downtown central area and future downtown storage tank along with the use of Well 313 to supplement the flow to the downtown area. Additional utility survey is required to supplement the City provided mapping of the northern portion of the Chestnut Avenue alignment. Electrical design services are required for the control and operation of the control valves and pump station valves and coordination with the City SCADA system. A Mitigated Negative Declaration is required to conform with the findings of the Environmental Checklist during the Initial Study phase of the California Environmental Quality Act (CEQA) documentation. Finally, the design and preparation of the Traffic Control Plan will be deleted from the scope of services.

To accomplish these needs, City Council approved the Agreement with West Yost Associates on December 31, 2009, for the design of plans and general construction contract documents for the Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno. On March 8, 2010, City Council approved the First Amendment to Agreement with West Yost

Associates to accelerate Items 1 though 8 of Part 3 of Exhibit 'A' to the Agreement. Now the Public Works Department is requesting the approval of the Second Amendment to Agreement with West Yost Associates and the authorization of the Public Works Director or his designee to sign the amendment on the City's behalf. The Second Amendment will reduce the additional scope Contingency ($150,000.00) by $87,990.00 leaving a contingency balance of $62,010.00. The Mitigated Negative Declaration amount will reduce the specified Contingency amount from $26,950.00 to $0.00. As a result of the deletion of work for the Traffic Control Plan the original Agreement fee of $1,526,950.00 shall be reduced by $87.670.00 to a total fee of $1,439,280, and the contingency balance of $62,010.00 shall be increased by $87,670.00 for a revised contingency amount of $149,680.00 for any additional work under Section 3(a) of the Agreement.

The Second Amendment to Agreement has been approved to form by the City Attorney's Office.

FISCAL IMPACT

None, this amendment uses dollars previously approved by Council as contingency amounts to cover the fees for additional scope of work; no change in funding is required.

PW/RA/EB/PW11466/Team

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this _ day of _____, 20___, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "CITY"), and West Yost Associates, a California corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated December 31, 2009 as amended March 8, 2010, for professional Engineering services for Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno, hereinafter referred to as "Agreement;" and

WHEREAS, CITY desires additional services to add hydraulic modeling runs associated with changed baseline conditions in Parts 1 and 4 of Exhibit A to the Agreement; and

WHEREAS, as a result of completion of the initial study, CITY desires additional services for preparation of a Mitigated Negative Declaration to Part 2 of Exhibit A to the Agreement; and

WHEREAS, CITY desires additional services for supplementation of existing CITY-provided mapping of the northern section of Chestnut Avenue with additional utility survey information in Part 3 of Exhibit A to the Agreement; and

WHEREAS, CITY desires additional electrical design services for coordination with the SCADA design provided by CITY within Parts 3, 4, 5 and 6 of Exhibit A to the Agreement; and

WHEREAS, CITY desires to delete the Design Engineering Services required for the development of Traffic Control Plans within Part 4 of Exhibit A to the Agreement and add the dollar savings to the contingency amount for additional services under the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. Exhibit A of the Agreement is amended to add the additional services described in **Attachment A**, attached hereto and incorporated by reference herein.

2. Part 4 services set forth in Exhibit A of the Agreement are amended to delete work required to engineer and prepare the Traffic Control Plan for construction.

3. Except as expressly provided in Part 4 of **Attachment A**, CONSULTANT'S sole compensation for satisfactory performance of all additional services required pursuant to **Attachment A** is as follows:

Part 1 - a total fee of $ 7,850 (hydraulic analysis)
Part 2 - a total fee of $26,950 (mitigated negative declaration)
Part 3 - a total fee of $ 5,000 (utility survey), and
Part 4 - a total fee of $43,000 (hydraulic analysis), and
a total fee not to exceed $19,260 (electrical design services)
Part 5 - a total fee not to exceed $ 880 (electrical design services)
Part 6 - a total fee not to exceed $12,000 (electrical design services)
Total Maximum Fee $114,940

The total fees above for "not to exceed" amounts shall be paid on the basis of the hourly rates as set forth for the respective services in **Attachment A**. Such fees and any hourly rates contained in **Attachment A** include all expenses incurred by CONSULTANT in performance of such services.

4. All fees associated with the additional work in **Attachment A** for Parts 1, 3, 4, 5 and 6 (i.e., a total of $87,990, subject to any fee reduction as provided in Part 4 of **Attachment A**) shall be payable from the contingency amount set forth in Section 3(a) of the Agreement for any additional work (i.e., $150,000) leaving a contingency balance of $62,010. All fees associated with the additional work in **Attachment A** for Part 2 (i.e., a total of $26,950) shall be payable from the contingency amount set forth in Section 3(a) of the Agreement for preparation and filing of a Mitigated Negative Declaration (i.e., $26,950) leaving a contingency balance of $0.00.

5. As a result of the deletion of work for the Traffic Control Plan in Section 2 of this Amendment, the total fee of $1,526,950.00 in Section 3(a) of the Agreement shall be reduced by $87,670.00 to a total fee of $1,439,280, and the contingency balance of $62,010 in Section 4 of this Amendment shall be increased by $87,670 for a revised contingency amount for any additional work under Section 3(a) of the Agreement of $149,680 (subject to any fee reduction as provided in Part 4 of **Attachment A**).

6. The "275" calendar days in Section 1(b)(3) of the Agreement is increased to 350 calendar days.

7. CONSULTANT'S sole compensation as provided in Section 3(c) of the Agreement shall be allocated to the six Parts of CONSULTANT'S performance as follows: Part 1 – 18%, Part 2 - 6%, Part 3 – 27%, Part 4 – 31%, Part 5 – 2% and Part 6 – 16%.

8. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment 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 Amendment, shall be null and void.

9. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated December 31, 2009 as amended March 8, 2010, remains in full force and effect.

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

CITY OF FRESNO,
a municipal corporation

By: _____
Efren Banuelos, Assistant Director
Department of Public Works

ATTEST:
REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: _____ 1-19-11
Nancy A. Algier Date
Senior Deputy

West Yost Associates,
a California corporation

By: _____
Name: STEVEN R DALRYMPLE
Title: PRESIDENT

By: _____
Name: Elizabeth Nilsen
Title: CFO

REVIEWED BY:

_____
Steven Son
Capital Projects Manager
Department of Public Works

Addresses:

CITY:
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Department of Public Works
2600 Fresno Street, 4th Floor
Fresno, CA 93721-3615
Phone: (559) 621-8658
FAX: (559) 457-1517

CONSULTANT:
West Yost Associates
Attention: Frank Helmick,
P.E., Vice President
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Roseville, CA 95661
Phone: (916) 789-1090
FAX: (916) 789-1306

Attachment:
Attachment A - Additional Scope of Services

Attachment A

ADDITIONAL SCOPE OF SERVICES
Consultant Service Second Amendment to Agreement between City of Fresno ("City")
And West Yost Associates ("Consultant")

Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno
Project Title

PART 2 - ENVIRONMENTAL DOCUMENT PHASE

Based upon Consultant's conclusion below, Consultant shall prepare and file a Mitigated Negative Declaration (MND) in conformance with the findings of the Environmental Checklist during the Initial Study phase of the California Environmental Quality Act (CEQA) documentation.

During the preparation of the Environmental Checklist, Environmental Science Associates (ESA) West Yost subconsultant, determined that there are potential impacts related to air quality, biological resources, cultural resources, soils and geology, hazards and hazardous materials, hydrology and water quality, and noise that are covered by the City of Fresno Master Environmental Impact Report (MEIR) mitigation measures. In addition, however, there are potential impacts related to aesthetics, biological resources, cultural resources (including paleontological resources), noise, and traffic that require project-specific mitigation. Taken together, implementation of the MEIR and project-specific measures would reduce potential impacts to less than significant levels after mitigation. Therefore, West Yost concluded that an Initial Study/Mitigated Negative Declaration (IS/MND) (rather than an EIR or Finding of Conformity) is the appropriate California Environmental Quality Act (CEQA) document to be used for this project.

The total fee for the MND is $26,950 (provided as a contingency amount in Section 3 of the Agreement).

PARTS 1 - SCHEMATIC DESIGN PHASE, 3 - DESIGN DEVELOPMENT PHASE, 4 - CONTRACT DOCUMENT PHASE, 5 - BIDDING PHASE, AND 6 - CONSTRUCTION PHASE AND GENERAL CONSTRUCTION CONTRACT ADMINISTRATION

As more particularly set forth as follows in this Attachment A, Consultant shall perform each of the following:

- Additional hydraulic modeling runs within Part 1 of Exhibit A to the Agreement, associated with the changed baseline conditions related to the coordination with supply of water to the Downtown Central Area and the future downtown storage tank.
- Additional hydraulic modeling runs within Part 4 of Exhibit A to the Agreement, evaluating use of Well 313 to supplement the flow to the downtown area as well as conducting a surge analysis of the downtown pipeline configuration.
- Additional utility survey within Part 3 of Exhibit A to the Agreement, to supplement the City provided mapping of the northern portion of Chestnut Avenue. Surveying to include existing wet utility pipe inverts at manhole locations; existing wet utility pipes and dry utility information based on as-built facility maps provided by PG&E.

- Electrical design services within Parts 3, 4, 5 and 6 for the electrical power plans and specifications required for the control and operation of the control valves and pump station valves and coordination with the SCADA design provided by the City.

Part 1 – Schematic Design Phase

The scope of work for the additional hydraulic analysis services is provided below and includes additional hydraulic modeling runs associated with the changed baseline conditions related to: 1) an extra turnout at Bullard Avenue; 2) the hydraulic impacts of modifying the size of the 30-inch transmission main; and 3) the coordination with supply of water to the Downtown Central Area and the future downtown storage tank. Detailed descriptions of the extra work are presented below:

Evaluate System Hydraulics with a 5th Turnout at Bullard Avenue:

- Add the 14-inch diameter pipeline through Fresno State to the model and connect it to reflect field conditions. (This pipeline was not in the 2006 City provided electronic system files. This pipeline was installed in about 2007.)
- Create two new hydraulic modeling scenarios; existing maximum day demand with the 5th Turnout, and future (2025 demands) max day with the turnout.
- Run the model in steady state and balance groundwater wells with PRV/PSV setting. PRV/PSV setting at Bullard will be the same (hydraulic grade) as the turnout at Shaw Ave.
- Based on the results of this hydraulic simulation, note the flow through the PRV/PSV at Bullard and the other turnouts, create a table with and without this 5th new turnout, and make recommendations. Note if any wells were turned off because of flow contribution from Bullard.
- Prepare graphics and table for presentation.

Evaluate Decreasing North Chestnut Pipeline Size from 36 to 30-inches:

- Develop new hydraulic modeling scenarios; existing max day and future 2025 demand conditions with the Chestnut pipeline down-sized to a 30-inch line.
- Develop new hydraulic modeling scenarios; existing max day and future 2025 demand conditions with the Chestnut pipeline from Shaw Avenue to Ashlan upsized to 36-inch.
- Run the model in steady state and balance groundwater wells.
- Based on the results of this hydraulic simulation, note the flows through the PRVs and the difference in flow and headloss through the transmission main and turnouts.
- Prepare graphics and tables for presentation.

Re-Evaluate Hydraulic Ability to convey 1,500 gpm from Well 172 to the Downtown Central Area through the G-Street to Fresno Street connection:

- Modify hydraulic model configuration to reflect the revised delivery of water from Well 172 to the Downtown Central Area through a connection at G Street and Fresno Street.
- Delete previous H-Street local connection point to the Downtown system and replace with a new connection at G- and Fresno Streets
- Run the model in steady state and balance groundwater wells.
- Check the results of this hydraulic simulation to confirm that a minimum of 1,500 gpm could still be provided to the Downtown area with this revised system configuration note.
- Prepare graphics and tables for presentation.

The total fee for the additional hydraulic analysis is $7,850.

Part 3 - Design Development Phase

The City mapping does not include the location or elevations of the existing utilities. These services are to supplement the mapping provided by the City to incorporate the existing utility information for the northern portion of Chestnut Avenue.

The following work is to be conducted to complete the additional survey:

1. Research the as-built plans for the area covered by the City of Fresno topographic survey.
2. Additional items to include on the mapping are as follows:
   a. Existing wet utility pipe inverts at manhole locations.
   b. Existing wet utility pipes.
   c. Dry utility information based on as-built facility maps provided by Consultant through PG&E.
3. Provide CAD files with the original topographic map along with the additional information based on field surveys and as-built plans.

The total fee for the additional mapping is $5,000.

Part 4 - Contract Document Phase

This work includes the evaluation of the using Well 313 to supplement the flow to the downtown area and a surge analysis of the downtown pipeline.

Well 313/Well 172 Hydraulic Analysis

Consultant shall conduct additional hydraulic modeling in support of the Downtown Transmission Main Design Project. Specifically, the following additional options will be simulated and evaluated using the existing water system model, to determine whether a minimum supply of 1,500 gallon per minute (gpm) can be delivered to supplement supplies to the City's downtown area:

Option 1:

- Maintain Well 172 at its existing service capacity of 3,000 gpm with existing system connection into local system (instead of upgrading the capacity to 4,500 gpm as is currently planed);
- Assume use of the existing 14-inch diameter local distribution main in Hughes Avenue, from Well 172 to Belmont Avenue, to convey flow from Well 172 to the proposed, new 16-inch diameter transmission main via a new connection point (the existing connection from the existing 14-inch to the 12-inch pipeline in Nielson Avenue to serve the local area will be maintained);
- Assume installation of a new Pressure Sustaining Valve station at the corner of Hughes Avenue and Belmont Avenue to deliver water from the existing 14-inch pipeline from Well 172 into the proposed 16-inch diameter transmission main, while maintaining local distribution system pressure;
- Assume connection of the existing 12-inch local distribution main in West Avenue (from Well 313) to the proposed 24-inch diameter transmission main in Nielson Avenue to convey flow from Well 313 (the existing connection from the existing 12-inch in West Avenue to the 12-inch existing pipeline in Nielson Avenue to serve the local area will be maintained); and,
- Assume a Pressure Sustaining Valve station at the corner of West Avenue and Nielson Avenue to deliver water into the proposed 24-inch diameter transmission main (from Well 313) while maintaining local distribution system pressure.

Option 2:

- Maintain Well 172 at its existing service capacity of 3,000 gpm (instead of upgrading the capacity to 4,500 gpm as is currently the plan);
- Assume use of the proposed, new 16-inch diameter transmission main in Hughes Avenue from Well 172 to Nielson Avenue to convey flow from Well 172 to the proposed, new 24-inch diameter transmission main (this flow will be in excess of that needed to maintain local system pressures, as modeled by a PSV on the discharge line from the Well 172 pump);
- Assume connection of the existing 12-inch local distribution main in West Avenue (from Well 313) to the proposed 24-inch diameter transmission main in Nielson Avenue to convey flow from Well 313 (the existing connection from the existing 12-inch in West Avenue to the 12-inch existing pipeline in Nielson Avenue to serve the local area will be maintained); and,
- Assume a Pressure Sustaining Valve station at the corner of West Avenue and Nielson Avenue to deliver water into the proposed 24-inch diameter transmission main (from Well 313) while maintaining local distribution system pressure.

To determine the hydraulic impacts of Options 1 and 2, compared to the previously calculated hydraulic conditions resulting from the assumption that Well 172 would produce a total of 4,500 gpm, Consultant will model the proposed Option 1 and 2 changes and compare the model results to the previously conducted model runs (West Yost March 2010, analysis of the ability to

deliver 1,500 gpm to the Downtown area with new connection points at G Street/Fresno Avenue and H-Street/Ventura Street from the 24-inch transmission main). To be clear, this scope of work is not a hydraulic analysis of the ability of City Wells 172 and 313 to fill the proposed Downtown Tank, but it is an evaluation of the ability of Wells 172 and 313 to provide a minimum flow rate of 1,500 gpm to the two new Downtown connection points. Consultant will complete this work in three tasks:

Task 1: Update existing potable water system hydraulic model to reflect Options 1 and 2, and downtown tank piping configuration.

Task 2: Run and evaluate hydraulic simulations for both Options 1 and 2 under both average day and maximum-day demand conditions.

Task 3: Document findings in a draft and final technical memorandum (TM), to be prepared and delivered electronically. This task will also include participation in a conference call to receive and respond to City comments on the draft TM.

Option 1 will be evaluated prior to Option 2. If Option 1 proves sufficient to convey 1,500 gpm to the Downtown area, Option 2 will not be performed and the total fee of $16,000 for the Well 313/Well 172 Hydraulic Analyses will be reduced to $12,000.

Downtown Transmission Main Hydraulic Transient Analysis

As part of the Downtown Transmission Main Design Project, a hydraulic transient analysis will be performed to assess whether surge mitigation will need to be incorporated into the transmission main design. The Downtown Transmission Main will be used to deliver up to 1,500 gpm from Well 172, and possibly Well 313 to the downtown area. Under the previous hydraulic analysis task, West Yost is evaluating piping configuration options for delivering water to the Downtown area. The transmission main diameter will vary from 16-inch to 24-inch.

The budget for this analysis assumes that the City of Fresno distribution system hydraulic model being used for the configuration options analysis will be used for the hydraulic transient analysis, and that the transient analysis will be conducted for the recommended configuration only.

The following work will be performed:

- Prepare hydraulic transient analysis for the Downtown Transmission Main project for well power failure. Reasonable scenarios will be selected in consultation with pipeline designers. For example, possible scenarios could include localized power failure at Well 172, or at Well 313 (area-wide power failure is not within the scope of this analysis). Up to two failure scenarios will be evaluated.

- Prepare an internal memorandum to file for inclusion in the design files, documenting the results of the analysis and recommended surge protection mitigations.

- Perform internal QA/QC review.

- Participate in telephone conference call to review results of the analysis.

The total fee for the Downtown Transmission Main Hydraulic Transient Analysis is $10,000.

30-inch Discharge Main and Downstream Piping Hydraulic Transient Analysis

In parallel with the Large Diameter Water Transmission Main Project, the City of Fresno is also currently managing the design of the T-4 3 MG Storage Tank and Booster Station. The T-4 Project is currently under design by others. The tank and booster station will be used to supply demands in the downtown Fresno Central Area. The booster station will have a design capacity of 10,000 gpm. The tank will be replenished from a 24-inch transmission main supplied by pump stations 172 and 313. Once the future planned Southeast Surface Water Treatment Facility (SE-SWTF) is on-line, the T-4 Tank will be filled from the regional transmission main from the SE-SWTF.

The principal transient risk is for pump station power failure while operating at design conditions (although tank fill poses some transient risk, this analysis assumes that the design will incorporate suitable operational controls, namely slow closing of the altitude valve to minimize transient risk, and that no transient hydraulic analysis is required.

Although the T-4 tank and booster pump station was not evaluated in detail as part of either the Metro Plan or the Water Master Plan, the current hydraulic model, which was updated and verified for the Water Master Plan, does include the tank and booster station. The model includes a 2025 peak hour scenario. This scenario will be updated to incorporate tank facilities based on the latest design information provided to West Yost by the City of Fresno, and to assess the booster station operation at design flow conditions.

As part of this task, a hydraulic transient analysis will be conducted to assess the need for surge mitigation at the T-4 booster pump station. The following work will be performed:

- Update the hydraulic model to include T-4 tank and booster pump station layout and system configuration based on the latest design information provided by the City.

- Prepare a hydraulic transient analysis including the T-4 booster pump station, 30-inch discharge main, and downstream piping. The following scenarios will be evaluated, using the 2025 peak hour static model condition:

    - Booster station power failure when operating at design flowrate
    - Failure of one booster pump, simulating booster pump equipment failure

  The principal risk will be the initial pressure downsurge following pump station power failure. As a result, the 2025 peak hour demand scenario should be a worst-case scenario, since it represents a condition with lower static pressure, due to the high demand.

- Provide color-coded node maps to show maximum/minimum pressures in the 30-inch main and downstream piping for the two scenarios using the 2025 peak hour demand condition.

- Provide surge profile graphic(s) along representative worst case pipe path to show: steady state HGL, maximum surge, minimum surge and attenuated maximum/minimum surge. Surge profile to begin at the T-4 pump discharge.

- Prepare a 4 to 6 page memorandum for submission to the City, documenting the results of the analysis and recommended surge protection mitigations.

- Perform internal QA/QC review.

- Participate in telephone conference call with City and design team to review results of the analysis.

The total fee for the 30-inch Discharge Main and Downstream Piping Hydraulic Transient Analysis is $17,000.

The 30-inch Discharge Main and Downstream Piping Hydraulic Transient Analysis will be completed by March 15, 2011 provided notice to proceed for this task and the information requested above is received from the City no later than January 15, 2011.

ELECTRICAL/SCADA ENGINEERING SERVICES TASK - PARTS 4, 5 AND 6

The following is related to providing electrical design services for the electrical power plans and specifications for the control and operation of the control valves and pump station valves and coordination with the SCADA design provided by the City. Consultant intends to hire Larry Miller of LM Engineering as a subconsultant to join Consultant's design team to provide the electrical engineering services as generally described herein.

These services will be provided for a total fee not to exceed the amounts set forth in each Part(s) below and paid on the basis of the following hourly rates:

Electrical Engineering: $154 per Hour.

Electrical Design CAD Services: $60.50 per Hour

Electrical Clerical: $55 per Hour

Part 4 - Electrical Engineering Design

In general the scope of services for the additional electrical design services are related to the following specific items:

- Prepare plans and technical specifications for Supervisory Control and Data Acquisition support facilities consisting of the following:
    - Weatherproof Cabinet to house City furnished and installed SCADA equipment.
    - Utility electrical service to the SCADA cabinet,
    - Pole for City furnished and installed antenna
    - Conduit and wiring to remote transducers
    - Pressure transducers
    - Conduit and wiring for control of pressure reducing / pressure sustaining valve (s).
- Prepare the Pacific Gas and Electric Company service application for each of the Turnout sites.
- Prepare an engineer's estimate of probable construction cost.
- Provide Bidding Phase Services
- Provide Construction Period Services

As part of the work, Consultant's subconsultant will: 1) meet with the City to determine applicable design criteria and coordinate design of instrumentation and control devices, SCADA cabinet, antenna pole and electrical service; 2) investigate availability of existing electrical utility power and determine possible points of service for electrical power; and 3) prepare 90% construction plans, technical specification and cost estimate for the proposed improvements incorporated into the respective pipeline plan sets. Following acceptance from the City, Consultant's subconsultant will meet with the City to review the project and incorporate any requested revisions or plan check comments into the final plans and specification. The subconsultant will also prepare package for submittal to Pacific Gas and Electric Company for service planning.

The total fee for the additional services associated with the Electrical/SCADA work shall not exceed $19,260.

Part 5 - Electrical Engineering Bidding Services

Associated with the Electrical/SCADA engineering design work is a budget increase for the Electrical engineer to respond to questions from bidders, prepare any addenda items related to services provided above and provide conformed documents.

The total fee for the additional bidding phase services associated with the Electrical/SCADA work shall not exceed $880.

Part 6 - Electrical Engineering Construction Phase and General Construction Contract Administration

Associated with the Electrical/SCADA engineering design work is the need for budget for the Electrical engineer to perform the following services during construction:

- Attend pre-construction meeting
- Review submittal drawings and data
- Respond to Contractor Request for information
- Visit each Turn-Out site 2 times during construction.
- Visit each Turn-Out site for a final walk-through and final acceptance.
- Prepare written reports of each site visit, walk-through and final acceptance.
- Prepare Record Drawings to reflect As-Built Conditions as documented by Contractor.
- Field witness contractor certification testing of control and instrumentation devices and wiring.

The total fee for the construction phase services related to the Electrical/SCADA work shall not exceed $12,000.

SCHEDULE

The additional work hereunder will be completed in conjunction with the original contract schedule.

City of FRESNO **REPORT TO THE CITYCOUNCIL**

AGENDA ITEM NO.
COUNCIL MEETING
APPROVED BY
DEPARTMENT DIRECTOR
CITY MANAGER

March 25, 2010

FROM: PATRICK WIEMILLER, Public Works Director
Department of Public Works

BY: EFREN BAÑUELOS, Public Works Assistant Director EB
Department of Public Works, Capital Management Division

ROBERT ANDERSEN, Public Utilities Assistant Director BNA
Department of Public Utilities

STEVEN SON, Capital Projects Manager SCS
Department of Public Works, Capital Management Division

SUBJECT: APPROVE FIRST AMENDMENT TO AGREEMENT WITH WEST YOST ASSOCIATES TO ACCELERATE ITEMS 1 THROUGH 8 OF PART 3 OF EXHIBIT 'A' TO THE AGREEMENT INTO THE PART 1 THEREOF FOR THE TWO LARGE DIAMETER WATER TRANSMISSION MAINS IN NORTHEAST AND SOUTHWEST FRESNO.

RECOMMENDATION

Recommend approval of First Amendment to Agreement with West Yost Associates to accelerate Items 1 through 8 of Part 3 of Exhibit 'A' to the Agreement into the Part 1 thereof for the Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno, and authorize the Public Works Director or his designee to sign the first amendment on the City's behalf.

EXECUTIVE SUMMARY

On December 31, 2009 City Council approved the Agreement with West Yost Associates for the design of plans and general construction contract documents for the Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno. This First Amendment to Agreement will accelerate Items 1 through 8 of Part 3 of Exhibit 'A' to the Agreement into the Part 1 thereof. The installation of the southwest water transmission main will greatly improve the water pressure within the downtown area which has been experiencing pressure related problems for quite a while. The downtown holding tank project is currently under design therefore the Department of Public Utilities wants to get the design for the southwest transmission main under design to enable construction coordination. The installation of the northeast water transmission mains will connect transmission mains that have been previously installed but are not in use due to lack of connectivity. Expediting Items 1 through 8 into Part 1 of the Consultant Agreement will allow the project to go out to bid earlier than originally expected. Therefore staff now recommends

approval of this First Amendment to Agreement with West Yost Associates to accelerate Items 1 through 8 of Part 3 of Exhibit 'A' to the Agreement into the Part 1 thereof.

BACKGROUND

The northeast large diameter water transmission main portion of the project on Chestnut is divided into two sections, the first running along Chestnut from Teague Avenue south to just north of Bullard Avenue and the second section running from Shaw Avenue south to Ashlan Avenue, this section will contain a highway undercrossing of HWY 168. The first section will connect the pipelines previously installed in late 2001 from the North East Surface Water Treatment Facility, which is currently capped at Teague to the pipeline previously installed for the Campus Pointe project in early 2007 which is currently capped just south of Sample Avenue. The second section of the Chestnut large diameter water transmission main project will connect the Campus Pointe 2007 pipeline to the pipeline previously installed in early 1999 that is capped at Ashlan Avenue and ultimately runs to pump station 323. The connection of all these partial pipelines will increase the flow by almost 4.5 million gallons per day.

The southwest large diameter water transmission main is a critical step in moving downtown revitalization forward by increasing the available flow capacity in a downtown system that is currently running at a negative rate. Current water demands during peak hours exceed the available supply by over 1,100 gallons per minute (gpm). The installation of the southwest large diameter water transmission main will increase the available supply to exceed the future estimated water demands during peak hours in excess of 1,700 gpm.

To accomplish these needs on December 31, 2009 City Council approved the Agreement with West Yost Associates for the design of plans and general construction contract documents for the Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno. Now the Public Works Department is requesting the approval of the First Amendment to Agreement with West Yost Associates and the authorization of the Public Works Director or his designee to sign the amendment on the City's behalf. The first amendment to agreement will accelerate Items 1 through 8 of Part 3 of Exhibit 'A' to the Agreement into Part 1 therefore expediting the expected advertisement for bids date. The First Amendment will not alter the original Agreement fee other than reallocating the due dates of Items 1 through 8 from Part 3 of the Agreement to due and payable within Part 1 of the Agreement.

The First Amendment to Agreement has been approved to form by the City Attorney's Office.

FISCAL IMPACT

None, this amendment expedites portions of the agreement from Part 3 to Part 1 thereof; no change in funding is required.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 8th day of March, 2010, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY", and West Yost Associates, a California corporation, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated December 31, 2009, for professional Engineering services for Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno, hereinafter referred to as "Agreement;" and

WHEREAS, CITY now desires to accelerate Items 1 through 8 of Part 3 of Exhibit A to the Agreement into the Part 1 thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall perform Item 1 of Part 3, Survey and map the proposed Chestnut Avenue and Downtown T-Main alignments. CONSULTANT is to proceed upon CITY's approval of the Alignment Study to be presented during the Alignment Review Workshop on Tuesday, March 23, 2010.

2. CONSULTANT shall perform Item 2 of Part 3 – Survey to include such features as topographic survey control set-up, full cross sections at 100' intervals, strip topography, utility invert elevations (noting pipe size, flow direction, structure type and construction, up to 300 structures), geotechnical boring locations (up to 50 pot hole locations), meter boxes, service lines for potable water, fire hydrants, manholes, drainage inlets, valve boxes, signs, utility boxes and monuments. CONSULTANT is to proceed upon CITY's approval of the Alignment Study to be presented during the Alignment Review Workshop on Tuesday, March 23, 2010.

3. CONSULTANT shall perform Item 3 of Part 3 – Surveying will include obtaining flow inverts for storm and sewer facilities within the area. CONSULTANT is to proceed upon CITY's approval of the Alignment Study to be presented during the Alignment Review Workshop on Tuesday, March 23, 2010.

4. CONSULTANT shall perform Item 4 of Part 3 – Perform required field surveying for the determination of right-of-way based on the Chestnut Avenue alignment and Downtown alignment approved within Part one of this Agreement. CONSULTANT is

to proceed upon CITY's approval of the Alignment Study to be presented during the Alignment Review Workshop on Tuesday, March 23, 2010.

5. CONSULTANT shall perform Item 5 of Part 3 – Prepare Right-of-Way and Topographic Survey Maps. CONSULTANT is to proceed upon CITY's approval of the Alignment Study to be presented during the Alignment Review Workshop on Tuesday, March 23, 2010.

6. CONSULTANT shall perform Item 6 of Part 3 – Combine topographic survey with right-of-way survey information. CONSULTANT is to proceed upon CITY's approval of the Alignment Study to be presented during the Alignment Review Workshop on Tuesday, March 23, 2010.

7. CONSULTANT shall perform Item 7 of Part 3 – Utility coordination to include notification letters, project maps and a utility identification table to manage utility contacts. CONSULTANT is to proceed upon receipt of fully executed First Amendment to Agreement.

8. CONSULTANT shall perform Item 8 of Part 3 – Contact and coordinate with the various utility companies and permitting agencies for the necessary encroachment permits required for utility locating and surveying. CONSULTANT is to proceed upon receipt of this Amendment signed by both parties hereto.

9 CONSULTANT'S sole compensation for satisfactory performance of all services required pursuant to this Amendment shall be for the original fee as described in the Agreement, and no additional fees will be allowed. However, the fees associated with Items 1 through 6 as outlined above which total $107,278.00, and Items 7 and 8 as outlined above which total $49,330, shall be due and payable within Part 1 of the Agreement.

10. CONSULTANT'S sole compensation as provided in Section 3(c) of the Agreement shall be allocated to the six Parts of CONSULTANT'S performance as follows: Part 1 – 17%, Part 2 – 4%, Part 3 – 27%, Part 4 – 34%, Part 5 – 2% and Part 6 – 16%.

11. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, date December 31, 2009, remains in full force and effect.

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

CITY OF FRESNO,
a municipal corporation

_____
Efren Banuelos, Assistant Director
Department of Public Works

ATTEST:

REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: 3/17/10
Deputy Nancy A. Algier

Addresses:
CITY:
City of Fresno
Attention: Debbie Bernard, Project Manager
Department of Public Works
2600 Fresno Street, 4th Floor
Fresno, CA 93721-3615
Phone: (559) 621-8658
FAX: (559) 457-1517

West Yost Associates,
a California corporation

By: Steven R Dalrymple

Name: STEVEN R DALRYMPLE

Title: PRESIDENT

By: John D. Goodwin

Name: JOHN D. GOODWIN

Title: VICE PRESIDENT

REVIEWED BY:

Steven Son
Capital Projects Manager
Department of Public Works

CONSULTANT:
West Yost Associates
Attention: Frank Helmick,
P.E., Vice President
2281 Lava Ridge Court,
Suite 100
Roseville, CA 95661
Phone: (916) 789-1090
FAX: (916) 789-1306

AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the 31ST day of December, 2009, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and West Yost Associates , a California corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Engineering services for the design plans and general construction contract documents including, without limitation, environmental documentation for the Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno , hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services as an 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 Department of Public Works Director (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 the services described herein and in **Exhibit A** to complete the Project more fully described in **Exhibit A**, and this shall include all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**. The services of CONSULTANT shall consist of six Parts as described below. A separate Notice to Proceed will be issued for each of the aforementioned Parts. By entry into this Agreement and upon CITY'S issuance of a written "Notice to Proceed," CITY contracts for the services in Part One. CONSULTANT shall not perform any other Part of the Agreement, and this Agreement shall not be a contract for any other Part, until further performance is authorized by CITY'S issuance of a written "Notice to Proceed." It shall, however, remain CONSULTANT'S offer to perform all remaining parts described herein. In the event CONSULTANT performs services without CITY'S prior written authorization, CONSULTANT will not be entitled to compensation for such services.

(a) Part One. Schematic Design Phase.

(1) CONSULTANT shall review the description of the Project set forth in **Exhibit A** and consult with designated representatives of CITY to ascertain the requirements of the Project.

(2) CONSULTANT shall provide a preliminary evaluation of the Project taking into consideration CITY'S estimate of the cost of construction

("Construction Budget") of $14,900,000.00, including alternative approaches to design and construction of the Project.

(3) Based upon the mutually agreed upon Project requirements and any adjustments authorized by CITY in the Construction Budget, CONSULTANT shall design and prepare schematic design drawings and other documents for review, modification, if required, and acceptance by CITY staff sufficient to show the concept and scope of the proposed Project and the scale and relationship of Project components.

(4) CONSULTANT shall submit a preliminary estimate of construction cost for review and acceptance by CITY. As used herein, "construction cost" means the cost of construction under the general construction contract and does not include CONSULTANT'S compensation as herein provided. Such estimate shall include, and shall separately state, the cost of any add or deduct alternatives, the cost of any work which may be let on a segregated bid basis and any equipment or fixtures which may be incorporated in or excluded from the general construction contract as may be necessary to stay within the Construction Budget.

(5) CONSULTANT shall make up to two draft submittals and one final submittal to obtain the acceptance by CITY and shall assist CITY in applying for and obtaining from applicable public agencies any approval permit, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to CITY.

(6) CONSULTANT may not rely upon any as-builts provided by CITY, but shall investigate the existing conditions and ascertain the adequacy of such as-builts for CONSULTANT'S design. CONSULTANT shall bring to CITY'S attention any discrepancies in the as-builts that are discovered by CONSULTANT. CITY makes no representations regarding any as-builts.

(7) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 100 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 25 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

(b) Part Two. Environmental Document Phase. After issuance of a written Notice to Proceed with this Part Two:

(1) CONSULTANT shall prepare the environmental documentation for the Project in accordance with the requirements of the California Environmental Quality Act ("CEQA") and CEQA Guidelines, except any Environmental Impact Report ("EIR") determined to be required as a result of completion by CONSULTANT of the Initial Study.

(2) The preparation and filing of any Mitigated Negative Declaration shall be in accordance with all preparation and filing requirements of sections 15072 and 15073 of the CEQA Guidelines. The preparation and filing of any Finding of Conformity

with the CITY'S Master EIR for its 2025 Fresno General Plan (2002) shall be in accordance with all preparation and filing requirements of sections 15177 and 15087 of the CEQA Guidelines.

(3) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 275 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 30 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

(c) Part Three. Design Development Phase. After review and acceptance of the schematic design phase and issuance of a written Notice to Proceed with this Part Three:

(1) Based upon the accepted schematic design documents and the Construction Budget, including authorized revisions thereto, CONSULTANT shall prepare for review and acceptance by CITY the design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as necessary to show treatment of significant details. In addition, CONSULTANT shall provide outline specifications of the work as to kinds of materials, systems, and other such design elements as may be required. Such design development documents and specifications shall be subject to review and acceptance by CITY.

(2) CONSULTANT shall complete a topographic survey in accordance with the detailed minimum survey requirements set forth in **Exhibit A.** The topographic survey shall include sufficient detail for the design of the Project, to establish pertinent right-of-way and property lines, and as necessary to obtain the acceptance of CITY. CONSULTANT shall provide CITY with an electronic file of the topographic survey in the following format: AutoCAD.

(3) CONSULTANT shall submit a revised estimate of construction cost for review and acceptance by CITY. The revised estimate shall include, but shall separately state, the cost of any add or deduct alternates, any work which may be let on a segregated bid basis, and any furnishings, equipment or fixtures which may be incorporated in or excluded from the general construction contract as may be necessary to stay within the Construction Budget, including authorized revisions thereto.

(4) In the event that the revised estimate of construction cost exceeds the preliminary estimate of construction cost previously accepted, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishing, equipment or fixtures which was identified in Part 1 as that which may be excluded from the general construction contract, CITY shall have the option of accepting or rejecting the revised estimate and CONSULTANT shall, at no additional cost to CITY, make such design changes as may be necessary to reduce the revised estimate so that it shall not exceed the preliminary estimate of construction cost previously accepted by CITY. CITY shall not increase the scope of the Project except by modification of this Agreement which shall include an agreed upon increase in CONSULTANT'S compensation.

(5) CONSULTANT shall make up to two draft submittals and one final submittal to obtain the acceptance by CITY and shall assist CITY in applying for and obtaining from applicable public agencies any approval, permit, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to CITY.

(6) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 150 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 30 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

(d) Part Four. Construction Document Phase. After review and acceptance of the design development phase and issuance of a written Notice to Proceed with this Part Four:

(1) CONSULTANT shall prepare from the accepted design development documents, detailed plans and specifications setting forth the complete work to be done, and the materials, workmanship, finishes and equipment, fixtures, and site work required. CONSULTANT shall also prepare necessary bidding information, general and special conditions of the general construction contract, technical specifications of the general construction contract, and the bid proposal and general construction contract forms. Such documents shall be subject to the review and acceptance by CITY. CONSULTANT shall cooperate with, assist and be responsive to CITY'S Purchasing Manager in preparation of all documents including, without limitation, slip-sheeting final documents for printing when requested. CITY'S Standard Specifications must be used by CONSULTANT where possible. Final drawings shall be drawn, printed or reproduced by a process providing a permanent record in black on vellum, tracing cloth, polyester base film, or high quality bond copy. Bid, general conditions, contract and bond document forms or formats regularly used by CITY shall be used by CONSULTANT unless the Director determines they would be impractical for this Project. CONSULTANT shall be responsible for assuring that the special conditions, technical specifications and any other documents prepared by CONSULTANT are consistent with any documents regularly used by CITY that are used for this Project.

(2) Upon request of CITY, CONSULTANT shall provide the calculations used to determine the general construction contract quantities; and structural calculations for the purpose of obtaining any building permits.

(3) CONSULTANT shall make up to two draft submittals and one final submittal to obtain the acceptance by CITY and shall assist CITY in applying for and obtaining from applicable public agencies any approval, permit, report, statement, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to CITY.

(4) CONSULTANT shall provide CITY with six sets of completed plans and four sets of completed specifications for review and final acceptance by CITY. Should the plans and specifications as submitted by CONSULTANT not be accepted by

CITY, CONSULTANT shall revise the plans and specifications as needed to obtain final acceptance at no additional cost to CITY.

(5) After acceptance of final corrections, if any, CONSULTANT shall provide CITY with one set of accepted reproducible tracings and bid documents for the Project. In addition, CONSULTANT shall provide CITY with one complete set of CAD/System disk files of drawings and complete disk files of specifications in the following format: AutoCAD.

(6) CONSULTANT shall submit a final estimate of construction cost for review and acceptance by CITY. Such estimate shall be calculated as of the date all general construction contract documents are delivered to CITY in final form ready for reproduction and advertising. Such estimate shall include, but shall separately state, the cost of any add or deduct alternates, any work which may be let on a segregated basis, and any equipment, or fixtures which may be incorporated in or excluded from the general construction contract.

(7) In the event that the final estimate of construction cost exceeds the revised estimate of construction cost previously accepted, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which was identified in the final revised estimate in Part 3 as that which may be excluded from the general construction contract, CITY shall have the option of accepting or rejecting the final estimate. If CITY elects to reject the final estimate, CONSULTANT shall at no additional cost to CITY, make such design changes as may be necessary to reduce the final estimate so that it shall not exceed the revised estimate of construction cost previously accepted by CITY.

(8) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 200 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 30 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

(e) Part Five. Bidding Phase. After review and acceptance of the construction document phase and if CITY elects to proceed to bid, which shall constitute a written Notice to Proceed with this Part Five:

(1) CONSULTANT shall assist CITY in obtaining bids. CONSULTANT shall not communicate with potential bidders regarding this Project without the express prior written authorization of CITY'S Purchasing Manager.

(2) CONSULTANT shall, within 7 calendar days of any request by CITY, expeditiously draft and promptly provide addendum as determined by CITY to be reasonable or necessary for the bidding process.

(3) If the lowest responsible bid received for the general construction contract exceeds by 10% or more the final estimate of construction cost previously accepted by CITY, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which are excluded

from the general construction contract, CONSULTANT shall, within 14 calendar days of any request by CITY, revise the plans and specifications as may be necessary to stay within 10% of such final estimate of construction cost, at no additional cost to CITY provided such bid is received within 180 calendar days after completion of services in Section 1(c) of this Agreement. CONSULTANT shall also submit such revised plans and specifications, together with a new final estimate of construction cost, to CITY for review and acceptance. This procedure, using the latest accepted final estimate of construction cost, shall, upon written notice to CONSULTANT from the Director, be repeated until an acceptable bid is received that does not exceed the accepted final estimate of construction cost by more that 10%.

(f) Part Six. Construction Phase and General Construction Contract Administration. The construction phase will begin with the award of the general construction contract, which shall constitute a written Notice to Proceed with this Part Six, and will terminate when a Notice of Completion is filed. Upon award of a general construction contract for the Project and under the direction of the Director through CITY'S designated Construction Manager for the Project:

(1) CONSULTANT shall attend the pre-construction conference and, if called upon by CITY, act on CITY'S behalf in discussing the various aspects of the construction phase.

(2) CONSULTANT shall review and recommend in writing to CITY acceptance or non-acceptance of shop drawings, equipment and material submittals of the general construction contractor as required by the general construction contract and applicable laws and regulations in a timely manner. The period for CONSULTANT review shall be as specified in the general construction contract, except if such period is not so specified, the period shall be as determined in the pre-construction conference as mutually agreed upon by CITY, CONSULTANT and the general construction contractor.

(3) CONSULTANT shall, at intervals appropriate to the state of construction, familiarize itself with the progress and quality of the work and determine in general if the work is proceeding in accordance with the general construction contract documents, and keep CITY informed of the progress of the work. In the event that CONSULTANT'S visit to the site results in the discovery of any defect or deficiencies in the work of the general construction contractor, CONSULTANT shall immediately advise CITY and document, in writing, the work CONSULTANT deems substandard, and make recommendations where appropriate to reject any work not conforming to the intended design or specifications. Based on CONSULTANT'S best knowledge, information and belief, CONSULTANT shall provide CITY a general written assurance that the work covered by a payment application meets the standards in the general construction contract. As to technical aspects, CONSULTANT shall provide a written judgment of the acceptability of the work for payment applications and final acceptance, subject to CITY'S right to overrule CONSULTANT.

(4) Upon written request by CITY, CONSULTANT shall render interpretations of the general construction contract documents necessary for the proper execution or progress of the work.

(5) Upon written request by CITY, CONSULTANT shall render written recommendations on change orders, claims, disputes or other questions arising out of

the general construction contract, in a timely manner. Recommendations by CONSULTANT in favor of a change order that is consequently accepted by CITY shall constitute approval by CONSULTANT who shall then approve the change order in writing. CONSULTANT shall not unreasonably withhold written approval in the event CITY accepts a change order that CONSULTANT recommended to be rejected. In the event of any technical disputes, CONSULTANT shall provide CITY with CONSULTANT'S written interpretation of the contract documents. The period for CONSULTANT review shall be as specified in the general construction contract, except if such period is not so specified, the period shall be as determined in the pre-construction conference as mutually agreed upon by CITY, CONSULTANT and the general construction contractor. If CITY, CONSULTANT and the respective general construction contractor are unable to mutually agree on such period for CONSULTANT review, then CITY will make the determination and that determination will be final.

(6) Upon written request by CITY, CONSULTANT shall provide such design and specification services as may be requested by CITY to implement change orders necessary for clarification or interpretation of the general construction contract documents or which may have resulted from errors or omissions by CONSULTANT.

(7) Where change orders arise as a result of an increase in the scope of work or are due to unforeseeable conditions, the parties may modify this Agreement, which modification shall include an agreed upon increase in CONSULTANT'S compensation.

(8) Upon written request of CITY, CONSULTANT shall assist CITY in the preparation of Progress Payment Estimates and other related construction reports.

(9) CONSULTANT shall prepare Record Drawings reflecting all changes or deviations from the plans that occurred during construction, as furnished by CITY. Record drawings shall be submitted within 60 calendar days from receipt of red-lined field markups unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 30 calendar days from receipt of CITY comments unless an extension of time is approved in writing by the Director. CONSULTANT shall provide CITY with one complete set of CAD/System disk files of Record Drawings and complete disk files of specifications in the following formats: AutoCAD (drawings) and .pdf format (specifications).

2. CITY'S responsibilities. CITY will:

(a) Provide, upon request and cooperation of CONSULTANT, access to, and make all provisions necessary to, enter upon public or private lands as required for CONSULTANT to perform such services and inspections as are required in development of the Project; provided, however, if CITY is unable to obtain access to enter upon public or private lands, CONSULTANT shall not be relieved from performing its services as to those public and private lands that are accessible.

(b) Manage and be responsible for all negotiations with owners in connection with land or easement acquisition and provide all required title reports and appraisals.

(c) With the exception of preparing correspondence required for design, hold all required special meetings, serve all public and private notices, receive and act upon all protests, and perform all services customarily performed by owners as are necessary for the orderly progress of the work and the successful completion of the Project, and pay all costs incidental thereto.

(d) Select the testing laboratory and pay the cost of borings, samplings, and other work involved in soils testing during construction.

(e) Conduct onsite inspection during construction to check quality and quantity of work as conditions warrant and be responsible for assuring that the general construction contractor carries out all construction work in accordance with the plans and specifications. However, this does not release CONSULTANT from its responsibility to make periodic site visits under Section 1(e) for the purpose of observing the work to determine its general conformity with the plans and specifications and reporting its findings to CITY.

(f) Prepare all change orders during construction in cooperation with CONSULTANT.

(g) Prepare all Progress Payment Estimates in cooperation with CONSULTANT following its general assurance that the work covered by a payment application meets the standards in the general construction contract documents based upon CONSULTANT'S best knowledge, information and belief.

(h) Pay, or cause to be paid, plan check fees, conditional use permit fees and site plan review fees.

(i) Arrange for and pay, or cause to be paid, any fees associated with Environmental Impact Reports or Statements.

(j) Give reasonably prompt consideration to all matters submitted by CONSULTANT for acceptance to the end that there will be no substantial delays in CONSULTANT'S program of work. For an acceptance, approval, authorization, a request or any direction to CONSULTANT to be binding upon CITY under the terms of this Agreement, such acceptance, approval, authorization, request or direction must be in writing, duly authorized by CITY and signed on behalf of CITY by the Director.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement (except the preparation and filing of a Mitigated Negative Declaration in Part 2) shall be a total fee of $1,526,950.00, a total contingency amount of $26,950.00 for any preparation and filing of a Mitigated Negative Declaration in Part 2 that was determined to be required as a result of completion of the Initial Study, and a contingency amount not to exceed $150,000.00 for any additional work rendered pursuant to Subsection (d) 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. Such statements shall be for an amount no greater than that

attributable to the Part upon which CONSULTANT is then engaged as provided in Section 3(c) below.

(c) For purposes of determining the division of the total compensation to CONSULTANT as provided in Section 3(a) above, or should performance of any succeeding Part not be authorized by CITY as provided in Section 1 of this Agreement, it is agreed that the total compensation shall be allocated to the six Parts of CONSULTANT'S performance as follows: Part 1 - 7%, Part 2 - 4%, Part 3 - 37%, Part 4 - 34%, Part 5 - 2% and Part 6 - 16%. Prior to the award of a general construction contract for the Project, or should such contract not be awarded, the approved Parts as provided above shall be utilized for purposes of determining the fee due to CONSULTANT.

(d) 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. Subsequent to the date of completion of Part Four, changes due to Code revisions or enactments adopted after such date shall constitute additional work subject to this Section 3(d).

4. Termination, Remedies, Force Majeure, and Consolidation of Disputes.

(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 the request of the Director or his/her designee, 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 the Director or his/her designee 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 the Director or his/her designee of the cessation of such occurrence.

(g) CONSULTANT agrees that, notwithstanding any contrary provision in this Agreement, any dispute arising from or relating to this Agreement (including, without limitation, disputes based on contract, tort, equity or statute) may, at CITY'S option, be joined and consolidated with any other dispute or disputes arising from or relating to the Project so that all disputes arising from or relating to the Project may be resolved in a single proceeding. CONSULTANT hereby specifically waives any objection it may otherwise have to such joinder and consolidation and specifically consents to mediation, arbitration or any other dispute resolution mechanism, forum or proceeding necessary to effectuate the joinder and consolidation contemplated by this provision.

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) 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 is 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 to do and perform the services in a skillful manner and CONSULTANT agrees to thus perform the services. Acceptance of the services by CITY shall not operate as a release of CONSULTANT from said standards of said profession.

7. Indemnification. To the furthest extent allowed by law including California Civil Code section 2782.8, CONSULTANT shall indemnify, and 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** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors 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) 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.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of 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.

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. 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.

(d) CONSULTANT'S services pursuant to this Agreement shall be provided under the supervision of W. Franklin Helmick, and he shall not assign another to supervise CONSULTANT'S performance of this Agreement without the prior written approval of the Director.

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.

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: _____
Efren Banuelos, Assistant Director
Department of Public Works

ATTEST:
REBECCA E. KLISCH
City Clerk

By: Sherrie L. Baderstocher 2/2/10
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: _____ 12/22/09
Nancy A. Algier Date
Senior Deputy

REVIEWED BY:

_____
Steven Son, Capital Projects Manager
Department of Public Works

West Yost Associates,
a California corporation

By: _____

Name: STEVEN R DALRYMPLE

Title: PRESIDENT
[if corporation or LLC, Board Chair, Pres. or Vice Pres.]

By: Dave W. Jones

Name: DAVID W. JONES

Title: Assist Secretary
[if corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary.]

Any Applicable Professional License:
Number: RCE # 71188
Name: STEVEN R DALRYMPLE
Date of Issuance: 10/20/1971

Addresses:

CITY:
City of Fresno
Attention: Debbie Bernard, Project Manager
2600 Fresno Street, Room 4016
Fresno, CA 93721
Phone: (559) 621-8658
FAX: (559) 457-1517

CONSULTANT:
West Yost Associates
Attention: Frank Helmick, P.E., Vice President
1390 Lead Hill Blvd., Suite 201
Roseville, CA 95661
Phone: (916) 789-1090
FAX: (916) 789-1306

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

Exhibit A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno ("City")
and West Yost Associates ("Consultant")
Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno
PROJECT TITLE

Project Description

The scope of work for the City of Fresno's large diameter water transmission main project includes design and environmental documentation services including preparation of two separate construction document packages, related to two large diameter water transmission mains; one in northeast Fresno and one in southwest Fresno. The northeast transmission main (Chestnut Avenue) is planned to run in Chestnut Avenue from Teague to Bullard and Shaw to Ashlan. The pipe size will range from 30-inches to 36-inches in diameter and will be approximately 3.8 miles in length. The southwest transmission main (Downtown) is planned to run from the City's Pump Station 172 at Olive Avenue and Hughes Avenue to the future tank site at H Street and Santa Clara Avenue. The Downtown transmission main will range from 16-inches to 30-inches in diameter. Since the final alignment for the Downtown transmission main will be determined in the alignment study in Part One of the services, the tentative alignment is as follows: from Pump Station 172, south on Hughes Avenue, east on Nielsen Avenue, South on G Street, east on Divisadero Street, and south on H Street. The length of this assumed alignment is approximately 4.2 miles. The Downtown alignment will also include piping up to the property line of the proposed tank site on H Street and any additional piping between the proposed tank site and Ventura Avenue to convey water from the tank to the City's existing water system.

Scope of Services

Consultant shall provide all required tasks to complete the Project, including but not limited to the following:

PART 1 – SCHEMATIC DESIGN PHASE

1. Perform alignment evaluations for both the Downtown and Chestnut Avenue transmission main (T-Main) alignments, with the focus on the Chestnut Avenue alignment being the crossing of Highway 168.

2. Identify various initial alternative alignments - 3 or 4 alignments of the Downtown T-Main and up to 3 alignments for crossing Highway 168 for the Chestnut Avenue T-Main.

3. Evaluate the selected alternative alignments of the Downtown and Chestnut Avenue T-Mains based on capital cost, constructability, impacts to businesses and residents, permitting issues, operations and maintenance issues, conformance with future system improvements, and risk. The results of the Alignment Study will be summarized in a Technical Memorandum.

4. Conduct hydraulic analyses of the Downtown and Chestnut Avenue T-Mains as described below.

Downtown System

A. As requested by the City, evaluate the Nielsen Avenue alignment only to match the Metro Plan for the hydraulic analysis on the Downtown system.
B. Ensure a minimum flow of 1,500 gpm to the Downtown area from Well 172 while maintaining the supply from Well 172 to meet existing local demands.
C. Refine the City's existing hydraulic model to identify key system connection points to the Downtown service grid.

Chestnut Avenue System

A. As requested by the City, evaluate reducing the pressure to the lower zones at the turn-outs connections to the existing system.
B. Run the model for the current system assuming the transmission mains are constructed and the future 2025 transmission system configuration is in place.
C. Test the effect of the PSV/PRV locations under maximum day demands and minimum day demands.
D. Provide new turnout locations off the transmission main at Herndon Avenue and Sierra Avenue in the Sierra Pressure Zone, and Shaw Avenue and Ashlan Avenue in the Highway 41 Pressure Zone, or as best determined by the hydraulic analysis.

The scenarios to be modeled are listed in the following table.

Table 1 Model Scenarios to Evaluate PSV/PRV Configuration Options.

Scenario	PSV/PRV Location	Time Period	Daily Demands
1	Turn Outs	Present	Maximum
2	Turn Outs	Present	Minimum
3	Turn Outs	2025	Maximum
4	Turn Outs	2025	Minimum

E. Conduct workshop with City to discuss findings following completion of the analyses.

5. Prepare a separate Preliminary Design Report (PDR) for the Downtown T-Main and Chestnut Avenue T-Main. The PDR's will include the following:

A. A summary of the results of the alternative alignment evaluation and the hydraulic analysis.
B. The design criteria to be utilized for the design of the new facilities including the sizing of the pressure reducing valves (Chestnut Avenue T-Main).
C. A schematic design of the proposed transmission main showing the location of connections to the existing system, future connections, isolation valve locations, pipe sizes, and manhole locations.
D. A preliminary design level estimate of construction cost, including appropriate contingencies.

Deliverables

- *Brief monthly progress report provided with each invoice.*
- *Meeting minutes; Running log of Action Items and Key Decisions.*
- *Updated schedule provided with each progress report.*
- *Presentation information for workshop and meeting minutes.*
- *Five copies of the draft and final Technical Memorandum summarizing the results of the alignment evaluation and one electronic copy in PDF format.*
- *Brief memorandum summarizing the decisions made at the workshop..*
- *Five copies of the draft and final PDR and one digital electronic copy in PDF format for the Downtown T-Main.*
- *Five copies of the draft and final PDR and one digital electronic copy in PDF format for the Chestnut Avenue T-Main.*

PART 2 – ENVIRONMENTAL DOCUMENT PHASE

Prepare the environmental documentation to meet the requirements of the California Environmental Quality Act (CEQA). The CEQA process will include the following tasks:

1. Prepare draft Project Description.

2. Prepare an Initial Study.

   A. Prepare an Initial Study Checklist for the Project.

   B. Prepare the Administrative Draft Initial Study (IS) addressing all of the relevant environmental factors listed on Appendix G of the CEQA Environmental Checklist Form that have the potential to impact the Project. Focused technical work will include:

      i. Preparation of a thorough cultural resources evaluation.

      ii. Perform thorough biological resource evaluation.

      iii. Evaluate air quality impacts resulting from short-term emissions using URBEMIS 2007.

3. In the event the Initial Study determines that an EIR is not required, then prepare either a Finding of Conformity with the City's Master EIR for its 2025 Fresno General Plan, or a Mitigated Negative Declaration (MND) as determined by completion of the IS. Consultant shall prepare both Administrative drafts and Final drafts for City's consideration.

   A. Prepare with IS for public and agency review and comment, and distribute notices and documents.

B. Distribute up to 50 copies of the Notice of Intent to Adopt (NOI) the respective MND or finding of Conformity and the respective draft MND or Finding of Conformity to local and regional agencies and interested parties, and file the appropriate notices with the State Clearinghouse and Fresno County Clerk. Post the NOI in the Fresno Bee once during the week and once on Sunday and mailings via U.S. Postal Service first class mail.

C. Assist City in considering any comments received following the 30 or 45 day review, as applicable, and prepare written responses to public comments and documentation explaining the IS and the respective MND or Finding of Conformity process to present to the City council for approval of the proposed Project and respective MND or Finding of Conformity.

D. Prepare draft Findings, a draft Mitigation and Reporting Program (MMRP) and prepare for City filing of the Notice of Determination (NOD) with the County Clerk and the State Clearinghouse.

E. Prepare Final draft IS.

Assumptions:

- One round of Administrative Draft IS and MND review.
- Biological resources work does not include a formal wetland delineation, biological assessment, or protocol surveys for sensitive species. Also, formal consultation with the U.S. Fish and wildlife Service and National Marine Fisheries Service is not included.
- Cultural resources work does not include field surveys on right-of-way areas.

Deliverables

- *Draft Project Description for Environmental Documentation (3 copies including one in .pdf format).*
- *Administrative Draft IS and MND/Finding of Conformity (3 copies including one copy in .pdf format)*
- *Final draft IS and MND/Finding of Conformity (25 bound copies, one reproducible copy, and 25 CDs with PDF version); CEQA Notices (NOI and all others as required by CEQA Guidelines); Distribution List*
- *Response to Comments Document (25 bound copies, one reproducible copy, and one PDF version on CD)*
- *Findings and MMRP (5 copies, including one copy in .pdf format); NOD*

PART 3 – DESIGN DEVELOPMENT PHASE

1. Survey and map the proposed Chestnut Avenue and Downtown T-Main alignments.

2. Survey to include such features as topographic survey control set-up, full cross sections at 100' intervals, strip topography, utility invert elevations (noting pipe size, flow direction, structure type and construction, up to 300 structures), geotechnical boring locations (for location and elevation, up to 50 locations), utility pot holes and surrounding USA markings (up to 50 pot hole locations), meter boxes, service lines for potable water,

fire hydrants, manholes, drainage inlets, valve boxes, fire hydrants, signs, utility boxes and monuments.

3. Surveying will include obtaining flow inverts for storm and sewer facilities within the area.
4. Perform required field surveying for the determination of right-of-way based on the Chestnut Avenue alignment and Downtown alignment approved within Part one of this Agreement.
5. Prepare Right-of-Way and Topographic Survey Maps
6. Combine Topography Survey with Right-of-Way Survey information
7. Utility coordination to include notification letters, project maps and a utility identification table to manage utility contacts.
8. Contact and coordinate with the various utility companies and permitting agencies for the necessary encroachment permits required for utility locating and surveying.
9. Develop a plan showing proposed pothole locations to locate the vertical and horizontal of critical existing utilities.
10. Obtain permits and perform vacuum excavation potholing up to 50 potholes. In the event that the Director authorizes in writing pursuant to section 3d of the Agreement potholing of additional locations in excess of 50, then the fee will be $1,000 per pothole. Permitting fees shall be paid by the City. Any pavement impacted by the potholing operations will be repaired and restored to the City of Fresno's current standards.
11. Conduct a geotechnical investigation of the selected Chestnut Avenue and Downtown alignments with the borings being performed approximately every 0.5 miles along the approved alignments, as well as at intersections and features. The number and depth of the borings for each of the transmission main projects are listed below:
    A. **Chestnut Avenue Alignment:** Fourteen (14) test borings; twelve (12) to a depth of 15 feet below existing grade and two (2) borings to a depth of 20 feet below existing grade.
    B. **Downtown Alignment:** Twenty-one (21) test borings; eleven (11) to a depth of 10 feet below existing grade, eight (8) to 20 feet below existing grade and two (2) borings to 30 feet below existing grade.
12. Collect soil samples for testing as shown below (Parenthetic numbers indicate the number of tests included):
    A. In-place density (45)
    B. In-place moisture content (45)
    C. Direct shear strength (5)
    D. Maximum density relationship (5)
    E. Grain-size distribution (5)
    F. Sand equivalent (5)
13. Prepare a geotechnical engineering report summarizing the results of the geotechnical evaluation containing at least the following:

A. A description of the proposed project, including a vicinity map showing the location of the site and a site plan showing the locations of the exploration points for this investigation

B. A description of the site surface and subsurface conditions encountered during the field investigation, including boring logs

C. A summary of the field exploration and laboratory testing programs

D. General discussion of the regional geology and site engineering seismology

E. Comments and parameters for use in evaluating backfill criteria

F. Recommended E'_n for trench wall soil and E'_b and density of backfill for use in initial pipe deformation analysis

G. Recommended frictional resistance along pressured pipe and lateral bearing parameters for thrust blocks for use in resisting sustained and test condition lateral loading

H. Geotechnical conclusions and recommendations regarding planning design and construction of the proposed jack and bore crossing including:

   i. Anticipated drilling conditions, including comments on prestabilization

   ii. Jack and bore operations

   iii. Estimated settlements

   iv. Lateral parameters for launch reaction block and shoring

I. Comments on depth to groundwater and potential impact on design and construction

Geotechnical Assumptions

The following have been assumed for the geotechnical scope of services and estimated fees:

- *The borings can be performed with a conventional truck mounted drill rig utilizing hollow stem auger drilling techniques.*
- *City encroachment permit fees will be paid by the City, Consultant to obtain all required permits.*

14. Collect soil samples along the proposed pipeline alignment for chemical analysis.

15. Transfer soil samples to a properly licensed analytical laboratory for the following chemical analysis': pH, chlorides, sulfates, resistivity, and Redox potential using ASTM test methods as detailed in the table below.

Soil Chemical Analysis Test Methods

Chemical Analysis	ASTM Method
Chlorides	D4327
pH	D4972
Resistivity	G57
Sulfate	D4327
Redox Potential	D1498

16. Determine the corrosivity of the soils along the pipeline alignments to the proposed materials of construction (i.e. ductile iron, dielectric coated steel and mortar coated steel pipelines, etc.).

17. Conduct in-situ soil resistivities at an approximate 1,500 ft. interval along the pipeline alignments using the Wenner 4-pin technique. In-situ resistivities will be measured at 2.5', 5', 7.5', 10' and 15' depths using a suitable Resistivity Meter. Barnes layer calculations will be performed to determine the corrosivity of the different soil layers to the proposed pipeline materials.

18. Prepare an engineering report to summarize and analyze the data collected. Determine the potential for corrosion on the new water pipelines based on the analysis and provide recommendations for the long-term prevention of corrosion for all pipe material options.

19. Review the proposed pipeline alignments for potential stray current problems.

20. Perform stray current testing at selected locations along the pipeline alignment as warranted.

21. Incorporate into the engineering report, the stray current issues and recommendations for combined stray current mitigation and cathodic protection strategies for the new transmission pipelines.

22. Prepare separate Design Development packages of the Downtown Transmission Main design and the Chestnut Avenue Transmission Main design.

23. Determine the most appropriate and cost effective method of trenchless crossing design at each of the proposed six trenchless crossing locations listed below:

    A. Fresno Street (Downtown)
    B. UPRR (Downtown)
    C. Highway 99/Canal (Downtown)
    D. Canal (Downtown)
    E. UPRR (Downtown)
    F. Highway 168/Canal (Chestnut Avenue)

Deliverables

- *Brief monthly progress report provided with each invoice.*
- *Updated schedule provided with each progress report.*
- *Meeting minutes; Running log of Action Items and Key Decisions.*

- *5 copies (including one copy in .pdf format) of the draft and 10 copies (including one copy in .pdf format) of the final geotechnical report of the Downtown T-Main alignment*
- *5 copies (including one copy in .pdf format) of the draft and 10 copies (including one copy in .pdf format) of the final geotechnical report of the Chestnut Avenue T-Main alignment*
- *Five sets of the draft (including one copy in .pdf format) and five sets of the final (including one copy in .pdf format) Corrosion Control Engineering Report with a summary of the corrosion analysis for both the Downtown and Chestnut Avenue alignments in one report.*
- *Five sets of the 60 percent design level plans will be submitted for the Downtown T-Main*
- *Five sets of the 60 percent design level plans will be submitted for the Chestnut Avenue T-Main*
- *Five sets of bound draft technical specifications (including one set in .pdf format)*
- *Five sets of estimated cost of construction for both the Downtown and the Chestnut Avenue T-Main projects.*

PART 4 – CONTRACT DOCUMENT PHASE

1. Complete and submit the applications for any street encroachment permits required with the City of Fresno Department of Public Works (DPW). Incorporate DPW comments into design and resubmit as necessary to obtain approval. (Permit fees to be paid by the City)

2. Complete and submit the applications for any street encroachment permits required with the County of Fresno. Incorporate County of Fresno comments into design and resubmit as necessary to obtain approval.

3. Complete and submit the applications for any encroachment permits required from the California Department of Transportation (Caltrans) including, without limitation, those listed below. Incorporate Caltrans comments into design and resubmit as necessary to obtain approval. (Permit fees to be paid by the City)

    A. Highway 168 (Chestnut Avenue)
    B. Highway 99 (Downtown)
    C. Highway 180 (Downtown)
    D. Stanislaus Street (Hwy 180) (Downtown)
    E. Tuolumne Street (Hwy 180) (Downtown)

4. Complete and submit the applications for any crossing permits required from the Fresno Metropolitan Flood Control District (FMFCD) and the Fresno Irrigation District (FID) including, without limitation, those for Chestnut Avenue T-Main and for Downtown T-Main. Incorporate FMFCD and FID comments into design and resubmit as necessary to obtain approval. (Permit fees to be paid by the City)

5. Complete and submit the applications for any crossing/encroachment permits required from the Union Pacific Railroad (UPRR), including, without limitation, those for the Downtown alignment. Incorporate UPRR comments into design and resubmit as necessary to obtain approval.

6. Prepare separate construction document packages (plans and specifications), for the Downtown Transmission Main and the Chestnut Avenue Transmission Main.

7. Prepare Traffic Handling Plans (THP) along street routes of pipeline alignments, including all intersections along the route, incorporating construction staging within the plans. Provide complete specifications to accompany the THP designs.

Deliverables

- *Brief monthly progress report provided with each invoice.*
- *Meeting minutes; Running log of Action Items and Key Decisions.*
- *Updated schedule provided with each progress meeting.*
- *Six sets of the 90 percent design level plans will be submitted for the Downtown T-Main*
- *Six sets of the 90 percent design level plans will be submitted for the Chestnut Avenue T-Main*
- *Two sets of bound and two sets of unbound 90 percent technical specifications*
- *Five sets of 90 percent estimated cost of construction for both the Downtown and the Chestnut Avenue T-Mains.*
- *Six sets of the 100 percent design level plans will be submitted for the Downtown T-Main*
- *Six sets of the 100 percent design level plans will be submitted for the Chestnut Avenue T-Main*
- *Two sets of bound and two sets of unbound 100 percent technical specifications*
- *Five sets of 100 percent estimated cost of construction for both the Downtown and the Chestnut Avenue T-Mains*
- *Three sets of unbound final plans and two sets of unbound final specifications and one complete set of CAD/System disk files of plans and complete disk files of specifications in the following format: AutoCAD (plans) and pdf format (specifications) for the Downtown T-Main*
- *Three sets of unbound final plans and two sets of unbound final specifications and one complete set of CAD/System disk files of plans and complete disk files of specifications in the following format: AutoCAD (plans) and pdf format (specifications) for the Chestnut Avenue T-Main*
- *One copy of all permit applications, up to 5 plan sets each for the draft and final submittal, and plan approval signature from the City of Fresno*
- *One copy of all permit applications up to 5 plan sets each for the draft and final submittal, and plan approval signature from the County of Fresno*
- *One copy of all permit applications and signed crossing permits from Caltrans*
- *One copy of all permit applications and signed crossing permits from FMFCD and FID*
- *One copy of all permit applications and signed crossing permits from UPRR.*

PART 5 – BIDDING PHASE

1. Provide bid period services for two separate projects, the Chestnut Avenue T-Main and the Downtown T-Main.
2. Prepare conformed drawings and specifications incorporating all addenda items.

Deliverables

- *Addenda support documents*
- *Bid evaluation notes*

- *One set of conformed documents and electronic files for copying and distrubution*

PART 6 – CONSTRUCTION PHASE AND GENERAL CONSTRUCTION CONTRACT ADMINISTRATION

1. Monitor progress of individual tasks, task budgets and project schedule.

2. Attend weekly meetings during construction, as requested, and participate in site walkthrough for initial and final acceptance.

3. Prepare record drawings reflecting changes or deviations from the approved plans that occurred during the construction of the project.

Construction/General Construction Contract Administration Phase Assumptions

The services of the Construction/Construction Contract Admin. Process are based on the following assumptions:

- *There will be two simultaneous construction projects with an assumed construction duration of 13 months each.*

Deliverables

- *Brief monthly progress report provided with each invoice.*
- *Updated schedule provided with each progress report.*
- *One set of reproducible Record Drawings and electronic files (AutoCAD and PDF)*

The following pages contain lists, that are not limited to or exclusive of, the anticipated drawings for both the Downtown T-Main Project and the Chestnut Avenue T-Main Project.

City of Fresno
Downtown T-Main Project

Preliminary List of Drawings

Sheet Number	Drawing Number	Sheet Description	60% Submittal
1	G1	Title Sheet, Signatures, Location Map, Sheet Index, Utility Reps	X
2	G2	Symbols, Legend, Abbreviations	
3	G3	General Notes,	X
4	G4	Survey Control, Key Map	X
5	G5	Road Cross Sections	X
6	C1	Details 1	
7	C2	Details 2	
8	C3	Details 3	
9	C4	Details 4	
10	C5	Details 5	
11	C101	Plan and Profile 1	X
12	C102	Plan and Profile 2	X
13	C103	Plan and Profile 3	X
14	C104	Plan and Profile 4	X
15	C105	Plan and Profile 5	X
16	C106	Plan and Profile 6	X
17	C107	Plan and Profile 7	X
18	C108	Plan and Profile 8	X
19	C109	Plan and Profile 9	X
20	C110	Plan and Profile 10	X
21	C111	Plan and Profile 11	X
22	C112	Plan and Profile 12	X
23	C113	Plan and Profile 13	X
24	C114	Plan and Profile 14	X
25	C115	Plan and Profile 15	X
26	C116	Plan and Profile 16	X
27	C117	Plan and Profile 17	X
28	C118	Plan and Profile 18	X
29	C119	Plan and Profile 19	X
30	C120	Plan and Profile 20	X
31	C121	Plan and Profile 21	X
32	C122	Plan and Profile 22	X
33	C123	Plan and Profile 23	X
34	C200	Pipe Cross Sections	X

Sheet Number	Drawing Number	Sheet Description	60% Submittal
35	CP1	Corrosion Protection Details 1	
36	CP2	Corrosion Protection Details 2	
37	CP3	Corrosion Protection Details 3	
38	CP4	Corrosion Protection Details 4	
39	TC1	Traffic Control and Detour Details 1	
40	TC2	Traffic Control and Detour Details 2	
41	TC3	Traffic Control and Detour Details 3	
42	TC4	Construction Area Signage Plan	X
43	TC101	Traffic Control and Detour Plan 1	X
44	TC102	Traffic Control and Detour Plan 2	X
45	TC103	Traffic Control and Detour Plan 3	X
46	TC104	Traffic Control and Detour Plan 4	X
47	TC105	Traffic Control and Detour Plan 5	X
48	TC106	Traffic Control and Detour Plan 6	X
49	TC107	Traffic Control and Detour Plan 7	X
50	TC108	Traffic Control and Detour Plan 8	X
51	TC109	Traffic Control and Detour Plan 9	X
52	TC110	Traffic Control and Detour Plan 10	X
53	TC111	Traffic Control and Detour Plan 11	X
54	TC112	Traffic Control and Detour Plan 12	X
55	ESC1	Erosion and Sediment Control Details	
56	ESC101	Erosion and Sediment Control Plan 1	
57	ESC102	Erosion and Sediment Control Plan 2	
58	ESC103	Erosion and Sediment Control Plan 3	
59	ESC104	Erosion and Sediment Control Plan 4	
60	ESC105	Erosion and Sediment Control Plan 5	
61	ESC106	Erosion and Sediment Control Plan 6	
62	ESC107	Erosion and Sediment Control Plan 7	
63	ESC108	Erosion and Sediment Control Plan 8	

City of Fresno
Chestnut Avenue T-Main Project

Preliminary List of Drawings

Sheet Number	Drawing Number	Sheet Description	60% Submittal
1	G1	Title Sheet, Signatures, Location Map, Sheet Index, Utility Reps	X
2	G2	Symbols, Legend, Abbreviations	
3	G3	General Notes,	X
4	G4	Survey Control, Key Map	X
5	G5	Road Cross Sections	X
6	C1	Details 1	
7	C2	Details 2	
8	C3	Details 3	
9	C4	Details 4	
10	C5	Details 5	
11	C101	Plan and Profile 1	X
12	C102	Plan and Profile 2	X
13	C103	Plan and Profile 3	X
14	C104	Plan and Profile 4	X
15	C105	Plan and Profile 5	X
16	C106	Plan and Profile 6	X
17	C107	Plan and Profile 7	X
18	C108	Plan and Profile 8	X
19	C109	Plan and Profile 9	X
20	C110	Plan and Profile 10	X
21	C111	Plan and Profile 11	X
22	C112	Plan and Profile 12	X
23	C113	Plan and Profile 13	X
24	C114	Plan and Profile 14	X
25	C115	Plan and Profile 15	X
26	C116	Plan and Profile 16	X
27	C117	Plan and Profile 17	X
28	C118	Plan and Profile 18	X
29	C119	Plan and Profile 19	X
30	C201	Pipe Cross Sections	X
31	C301	Pressure Reducing Station Details	
32	C302	Pressure Reducing Station Plan 1	X
33	C303	Pressure Reducing Station Plan 2	X
34	CP1	Corrosion Protection Details 1	

Sheet Number	Drawing Number	Sheet Description	60% Submittal
35	CP2	Corrosion Protection Details 2	
36	CP3	Corrosion Protection Details 3	
37	CP4	Corrosion Protection Details 4	
38	TC1	Traffic Control and Detour Details 1	
39	TC2	Traffic Control and Detour Details 2	
40	TC3	Construction Area Signage Plan	X
41	TC101	Traffic Control and Detour Plan 1	X
42	TC102	Traffic Control and Detour Plan 2	X
43	TC103	Traffic Control and Detour Plan 3	X
44	TC104	Traffic Control and Detour Plan 4	X
45	TC105	Traffic Control and Detour Plan 5	X
46	TC106	Traffic Control and Detour Plan 6	X
47	TC107	Traffic Control and Detour Plan 7	X
48	TC108	Traffic Control and Detour Plan 8	X
49	TC109	Traffic Control and Detour Plan 9	X
50	TC110	Traffic Control and Detour Plan 10	X
51	ESC1	Erosion and Sediment Control Details	
52	ESC101	Erosion and Sediment Control Plan 1	
53	ESC102	Erosion and Sediment Control Plan 2	
54	ESC103	Erosion and Sediment Control Plan 3	
55	ESC104	Erosion and Sediment Control Plan 4	
56	ESC105	Erosion and Sediment Control Plan 5	
57	ESC106	Erosion and Sediment Control Plan 6	
58	ESC107	Erosion and Sediment Control Plan 7	

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno ("CITY")
and West Yost Associates ("CONSULTANT")
Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno
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, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the California Labor Code 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 shall maintain limits of liability of not less than:

1. General Liability:

   $1,000,000 per occurrence for bodily injury and property damage
   $1,000,000 per occurrence for personal and advertising injury
   $2,000,000 aggregate for products and completed operations
   $2,000,000 general aggregate applying separately to the work performed under the Agreement

2. Automobile Liability:

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

3. Employer's Liability:

   $1,000,000 each accident for bodily injury
   $1,000,000 disease each employee
   $1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

$1,000,000 per claim/occurrence
$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).

Deductibles and Self-Insured Retentions

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance polices required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, 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

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.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.

3. CONSULTANT'S insurance coverage shall be primary and no contribution shall be required of CITY.

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 Ommisions) insurance policy is written on a claims-made form:

1. The "Retro 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 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year

discovery period. This requirement shall survive expiration or termination of the Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, CONSULTANT must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.

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 hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. 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 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or authorized by CITY'S Risk Manager.

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.

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

Two Large Diameter Water Transmission Mains in Northeast and Southwest Fresno
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

☐ Additional page(s) attached.

Steven R. Dalyrmple
Signature

Steven R. Dalyrmple
(name)

West Yost Associates
(company)

2020 Research Park Drive, Suite 100
(address)

Davis, CA 95618
(city state zip)