

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

THIS AGREEMENT (Agreement) is made and entered into, effective on \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and Stantec Consulting Services, Inc. , a New York Corporation (Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional Historic Consultant services for a Fresno Chinatown Historic District Survey (Project); and

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

WHEREAS, the 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 the City by its Development and Planning Director (Administrator) or designee.

**AGREEMENT**

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through July 31, 2028, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
  - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$144,580, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.
  - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business.

The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the 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. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the 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, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The 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 the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the 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 the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the 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 the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the

skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782, Consultant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this Agreement) 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, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Consultant shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the 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 the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under

the indemnity provisions of this Agreement. The duty to indemnify the 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 the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the 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, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The 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, the Consultant shall immediately notify the City of these facts in writing.
- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

- (d) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the 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.
  - (e) The 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.
  - (f) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
  - (g) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
  - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the 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, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
  - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
  - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the 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 the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, the 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, the Consultant agrees as follows:

- (a) The 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) The 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. The 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 the 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the 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) The 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 the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the 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 the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise

provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.

- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The 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, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the 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 the City employment benefits, entitlements, programs and/or funds offered employees of the 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, the Consultant may be providing services to others unrelated to the 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 the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
  - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the 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 the City and the Consultant.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

No signature of City Attorney required. Standard Document #ALL-S Generic CSA – Not to Exceed (12-2025) has been used without modification, as certified by the undersigned.

Signed by: \_\_\_\_\_  
4/7/2026  
By: \_\_\_\_\_  
623E3A79C95F4D8...  
David Densley  
Projects Administrator

ATTEST:  
AMY K. ALLER  
Interim City Clerk

By: \_\_\_\_\_  
Deputy

Addresses:

CITY:  
City of Fresno  
Attention: David Densley, Projects Administrator  
2600 Fresno St. 3<sup>rd</sup> Floor  
Fresno, CA 93721  
Phone: (559) 621-8473  
E-mail: david.densley@fresno.gov

Attachments:

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

ALL-S Generic CSA Not to Exceed (12-2025)

STANTEC CONSULTING SERVICES, INC.,  
A New York corporation

DocuSigned by: \_\_\_\_\_  
4/7/2026  
By: \_\_\_\_\_  
161503C1EB184D8...

Name: Jeff Stone

Title: Assistant Secretary  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

Signed by: \_\_\_\_\_  
4/7/2026  
By: \_\_\_\_\_  
065B8B301BDB4E8...

Name: Rusty Benkosky

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

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

CONSULTANT:  
Stantec Consulting Services, Inc.  
Attention: Graeme Taylor, Project Manager  
601 SW 2<sup>nd</sup> Ave, Suite 1400  
Portland, OR, 97204  
Phone: (503) 367-6158  
E-mail: graeme.taylor@stantec.com

**EXHIBIT A**

**SCOPE OF SERVICES**

**Consultant Service Agreement between City of Fresno (City)  
and [Consultant Name] (Consultant)  
Chinatown Historic District Survey**

See attached proposal

**SCHEDULE OF FEES AND EXPENSES**

See attached proposal

## EXHIBIT A



**Stantec Consulting Services Inc.**

555 Capitol Mall, Suite 650  
Sacramento CA 95814-4583

April 2, 2026

**Mr. David Densley**

Projects Administrator  
Planning & Development Department  
City of Fresno  
2600 Fresno Street  
Fresno. CA 93721

Dear Mr. Densley,

**Reference: Fresno Chinatown Historic District Evaluation**

Stantec Consulting Services Inc. (Stantec) appreciates this opportunity to provide this proposal to assist the City of Fresno (City or Client) with cultural resources consulting services for the Fresno Chinatown Historic District Evaluation (Project) in the City. The proposed Project involves the survey, data collection, and evaluation of properties within the Chinatown neighborhood of downtown Fresno to inform the creation and designation of a Chinatown Historic District. A component of the proposed Project will be addressing data gaps and re-surveying properties previously included in a Chinatown Historic District survey in 2006. Stantec has developed the following scope of work for the preparation of a Historic and Cultural Resource Survey Report for the evaluation and nomination of a potential Chinatown Historic District.

## Scope of Work

### Task 1. Background Research

Stantec architectural historians will complete an intensive review of pertinent previous documentation related to Fresno's Chinatown, including previous local publications and previous survey and reporting efforts. Stantec anticipates that the City will provide any accessible copies of the previous 2005-2006 Chinatown survey documentation, including State Historic Preservation Office (SHPO) letters and communications. Stantec architectural historians will coordinate with the City and the Kresge Foundation to align the survey efforts described in this proposal in support of the City's initiative to develop a Chinatown Neighborhood Real Estate Investment Trust (REIT) and other revitalization initiatives.. Stantec will also complete updated research to account for data gaps from previous research and to account for new properties that are now over 50 years old. This research will be conducted at local repositories, through county agencies, and via historic newspapers and maps (Sanborn Fire Insurance Maps, etc.). Stantec architectural historians will also identify key historic themes and periods of significance relevant to Chinatown through extensive background research. Types of primary and secondary sources that Stantec may utilize include, but are not limited to:

- Modern secondary sources, their references and bibliographies
- Historic-period newspaper coverage from archival repositories or subscription services like Newspapers.com and NewspaperArchive.com

April 2, 2026  
Mr. David Densley  
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**Reference:** Fresno Chinatown Historic District Evaluation

- Historical topographic maps and aerial images
- Public documents, such as court, deed, and tax records
- Library, archive, and museum digital collections
- Pertinent internet sources
- Historic photographs (if available)
- Building permits and other archival materials (if available)

Cultural resource studies and site records on file at the Southern San Joaquin Valley Information Center (SJVIC) of the California Historical Resources Information System (CHRIS) will be reviewed for the Project area and proposed historic district boundaries. Other pertinent sources of information (e.g., archaeological, ethnographic, and historical literature and maps) will be consulted prior to starting fieldwork to determine the potential cultural resource sensitivity of the Project site. Background research can be completed altogether or in the phased approach outlined below:

- Phase 1 background research will focus on the Previously Proposed Historic District shown as yellow highlight in the attached map.
- Phase 2 background research will focus on the Previous Survey Area shown within the yellow and gray dashed line in the attached map.
- Phase 3 background research will focus on the Proposed Survey Area shown within the red dashed line in the attached map.

**Deliverables:**

- Draft memorandum in Word format documenting the sources of information and a summary of background research results for Phases 1-3.
- Final memorandum documenting the sources of information and a summary of background research results for Phases 1-3 in PDF format.

**Assumptions:**

- The City will provide any accessible copies of the previous 2005-2006 Chinatown survey documentation, including State Historic Preservation Office (SHPO) letters and communications as well as any other documentation produced in the intervening period of time.
- The City will provide contacts for the Chinatown REIT/Kresge team and other contacts at the City for Stantec architectural historians to coordinate survey efforts.
- Stantec assumes one memorandum in Word format documenting the efforts for Phases 1-3. Stantec assumes one (1) round of review of the memorandum, Stantec will respond and incorporate edits and comments as appropriate and produce a final memorandum in PDF format.

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## Task 2. Field Survey

Two Stantec architectural historians will complete a survey of up to 122 buildings in the Proposed Survey Area shown within the red dashed line in the attached map. There are at least 96 buildings in the study area that are over 50 years old and other buildings that may be associated with the proposed historic district, in a variety of conditions. Buildings will be subject to written and photographic documentation from different angles and with detail shots on significant architectural elements, as well as mapped onsite data with a tablet computer equipped with Environmental Systems Research Institute Collector application and an EOS Positioning System Arrow 100 Global Positioning System (GPS). The GPS will provide real-time, sub-meter horizontal accuracy. Stantec architectural historians will walk the entirety of the proposed historic district bounded by Mariposa, Inyo, E, and G Streets to ensure documentation of potential contributing buildings and to document the surrounding areas to determine if the proposed boundaries of the historic district are accurate. Where possible, historians will view the interior of buildings and access exteriors of buildings behind gates, fences, etc. Stantec will rely on City staff to assist with notifications to property owners and of the proposed historic district, as well as soliciting feedback from property owners on their interest in the historic district and if they would like to provide any information on their properties. This includes putting Stantec architectural historians in contact with City partners at the Chinatown Fresno Foundation or other interested parties. While all buildings within the proposed boundary of the historic district will be documented at the same time, they will be evaluated and subject to review in the proposed phases.

### Deliverables:

- Draft memorandum documenting the completion of the field survey with a summary of efforts completed in Word format.
- Final memorandum documenting the completion of the historic context development efforts and summary of results in PDF format.

### Assumptions:

- Stantec assumes one memorandum in Word format documenting the field survey efforts. Stantec assumes one (1) round of review of the memorandum, Stantec will respond and incorporate edits and comments as appropriate and produce a final memorandum in PDF format.

## Task 3. Historic Context Development

After the completion of background research and the field survey of the proposed historic district, Stantec architectural historians will develop a historic context that identifies significant themes, events, and trends that have shaped the Chinatown area. Development of the historic context will also include identifying period(s) of significance in Chinatown, as well as outlining key developments in the timeline, cultural influences, and historic figures. This will also include context on the architectural history and significance of buildings in the proposed historic district and their significance based on the period when they were built.

### Deliverables:

- Draft memorandum documenting the completion of the historic context development efforts and summary of results in Word format.

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- Final memorandum documenting the completion of the historic context development efforts and summary of results in PDF format.

**Assumptions:**

- Stantec assumes one memorandum in Word format documenting the historic context development efforts. Stantec assumes one (1) round of review of the memorandum, Stantec will respond and incorporate edits and comments as appropriate and produce a final memorandum in PDF format.

## **Task 4. Archaeological Assessment**

Stantec will use background information, including previously documented resources and studies, Sanborn fire insurance maps, and information gathered at stakeholder meetings, to identify areas of high historic archaeological potential or locations which may indicate presence of underground tunnels. These efforts will be a desktop analysis.

In consultation with The City, Stantec will prepare the Project's Archaeological Research Design and Treatment Plan (ARDTP) which will include historic context and mapping targeted areas of potential locations of underground tunnels.

The ARDTP may recommend traditional archaeological methods such as excavation as well as non-invasive methods, such as targeted ground penetrating radar (GPR) paired with drone-based remote sensing techniques in order identify the presence or absence of underground structures as well as their extent.

Results of GPR and drone-based studies could be applied in a variety of deliverables, including mapping, 3-D modeling, or other web-based platforms; however, implementation of these studies is not included in the effort of preparing the ARDTP as outlined in this proposal.

Implementation of recommendations in the ARDTP are not included in this proposal and would be scoped under a different scope with costs based on direction from the City.

**Deliverables:**

- Draft ARDTP in Word format including historic context, mapping of targeted areas of potential locations of underground tunnels, recommendations for additional archaeological assessment.
- Final ARDTP including historic context, mapping of targeted areas of potential locations of underground tunnels, recommendations for additional archaeological assessment in PDF format.
- GIS shapefiles of locations of known resources identified during records and background researchXXAttributes for shapefiles will include data provided by the SJVIC

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- Stantec assumes one ARDTP in Word format documenting the archaeological assessment efforts. Stantec assumes one (1) round of review of the ARDTP, Stantec will respond and incorporate edits and comments as appropriate and produce a final ARDTP in PDF format.

## Task 5. Survey Reporting

The background research and survey of Chinatown will culminate in the completion of detailed architectural descriptions and condition assessments of each building, development of an extensive historic context, and completion of California DPR forms, as well as a Historic Resources Inventory and Evaluation Report. Depending on eligibility findings, DPR Forms for previously recorded buildings may be abbreviated. Reporting will include identifying significant themes, events, and trends within Fresno's Chinatown and assessment of each individual building's significance and integrity. Each building will be assessed for individual significance for the California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP) and for CRHR/NRHP significance within the proposed historic district. The Survey will assist Stantec architectural historians in proposing a definitive historic district boundary and identifying which buildings are contributing and non-contributing resources to the historic district, culminating in CRHR and NRHP eligibility recommendations for the proposed historic district. Stantec architectural historians will also provide recommendations for preservation strategies based on building conditions, as well as next steps if there is a historic district designation and how the City can maintain and advertise the historic district.

Survey reporting may be completed as one consolidated document or may be completed in phases, as with the background research. Phase 1 of reporting could include half the properties within the proposed historic district and Phase 2 could include the other half, while Phase 3 could address the archaeological components of the historic district.

### **Deliverables:**

- Draft survey reporting documenting the background research and survey efforts, as well as DPR Forms for surveyed buildings, assessment of individual buildings and contributing significance of buildings to the proposed historic district. The draft documents will be provided in Word format.
- Final survey reporting documenting the background research and survey efforts, as well as DPR Forms for surveyed buildings, assessment of individual buildings and contributing significance of buildings to the proposed historic district. The final documents will be provided in PDF format in the event that the City determines it will proceed with consultation with the SHPO under Task 6.

### **Assumptions:**

- Stantec assumes one draft reporting in Word format documenting the background research and survey efforts, as well as DPR Forms for surveyed buildings, assessment of individual buildings and contributing significance of buildings to the proposed historic district. Stantec assumes one (1) round of review of the reporting and DPR Forms by the City, Stantec will respond and incorporate edits and comments as appropriate and produce a final reporting and DPR Forms in PDF format.

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## Task 6. Public Engagement and Meetings

Outside of engaging with property owners during the background research and survey phases, Stantec architectural historians will be available for up to two public meetings attended virtually to address questions and comments on the proposed Chinatown Historic District. In addition, Stantec architectural historians will attend regular progress meetings with the City historic preservation staff and remain in close contact with the City during the course of the project. Stantec architectural historians will also assist the City historic preservation staff with California SHPO consultation, if requested, up to one virtual meeting and one consultation submittal to include one transmittal letter with one (1) round of review and comment from the City and one (1) round of review from the California SHPO.

### Deliverables:

- Stantec architectural historians will provide any meeting notes taken from public meetings.
- Stantec architectural historians will provide any meeting notes taken from a meeting with the California SHPO.
- If the City determines it will consult with the California SHPO on the Survey Reporting completed under Task 5, including the CRHR and NRHP eligibility recommendations, Stantec architectural historians will draft a transmittal cover letter in Word format for transmittal of the reporting and recommendations to the California SHPO.
- Stantec architectural historians will consider and incorporate comments from the City as appropriate and produce a final transmittal cover letter in Word format for the appropriate City official to sign.
- Stantec architectural historians will prepare and send a digital transmission of the cover letter and associated documents (i.e. the survey reporting in PDF format produced under Task 5) on the City's behalf to the California SHPO.
- Stantec architectural historians will consider and incorporate comments from the California SHPO on the survey reporting as appropriate and produce a final survey reporting in PDF format.
- Stantec architectural historians will draft a transmittal cover letter in Word format for transmittal of the final reporting and recommendations to the California SHPO.
- Stantec architectural historians will consider and incorporate comments from the City as appropriate and produce a final transmittal cover letter in Word format for the appropriate City official to sign.
- Stantec architectural historians will prepare and send a digital transmission of the cover letter and associated documents (i.e. the final survey reporting and DPR Forms in PDF format) on the City's behalf to the California SHPO.

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- Stantec assumes one (1) round of review of transmittal cover letter by the City for submission of the survey reporting and DPR Forms, Stantec will respond and incorporate edits and comments as appropriate and produce a final transmittal cover in Word format for the appropriate City official to sign.
- Stantec assumes one (1) round of review by the California SHPO of survey reporting and DPR Forms, Stantec will respond and incorporate edits and comments as appropriate and produce a final survey reporting and DPR Forms in PDF format.
- Stantec assumes one (1) round of review of transmittal cover letter by the City for submission of the survey reporting and DPR Forms (if revised after California SHPO comments), Stantec will respond and incorporate edits and comments as appropriate and produce a final transmittal cover in Word format for the appropriate City official to sign.
- All meetings are assumed to be virtual.
- All transmittals to the California SHPO are assumed to be digital.

## **Task 7. Data Management**

Stantec cultural resources staff will provide all survey information, including all mapping GIS data, for City of Fresno staff to use in the creation of a comprehensive database for the proposed historic district.

### **Deliverables:**

- Survey mapping/GIS data
- Draft and final individual DPR forms for each resource within the boundaries of the proposed historic district and one historic district DPR form.
- Draft and final Historic and Cultural Resources Survey Report, encompassing background research, survey results, conditions assessments, and individual buildings evaluations/historic district evaluation for Chinatown.

### **Assumptions:**

- City staff will share all previous reporting/documentation that they have on the proposed area of the Chinatown Historic District.
- The City will assist in reaching out to property owners and coordinating property access, as needed.
- The City will assist in communicating with property owners about the proposed historic district and getting information from the property owners.
- Assumes at least one Stantec architectural historian will virtually attend up to 2 public meetings held about the proposed project.

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- Assumes at least one Stantec architectural historian will attend regular (up to monthly) progress meetings with the City historic preservation team.
- Assumes one round of review from the City for all deliverables, followed by electronic delivery of the final reports. If additional rounds of comments are requested, a change order/contract modification will be necessary.
- Assumes one round of review from California SHPO for all deliverables. If additional rounds of comments or edits are requested, a change order/contract will be necessary.
- Assumes no subsurface excavation at this time.

## Schedule

The following provides an estimated schedule for the tasks listed above:

Task No.	Task Description	Schedule Estimate*
Task 1	Background Research	4 weeks
Task 1.1	Phase 1 Background Research	1 week
Task 1.2	Phase 2 Background Research	1 week
Task 1.3	Phase 3 Background Research	1 week
Task 2	Field Survey	1 week
Task 3	Historic Context Development	2-3 weeks
Task 4	Archaeological Assessment	2 weeks
Task 5	Survey Reporting	4-6 weeks
Task 5.1	Phase 1 Survey Reporting	1-2 weeks
Task 5.2	Phase 2 Survey Reporting	1-2 weeks
Task 5.3	Phase 3 Survey Reporting	3 weeks
Task 6	Public Engagement and Meetings	1 week
Task 7	Data Management	1 day

\*Note that these time frames are estimated, and delays might occur due to changes to the project, etc.

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## Cost Estimate

Stantec will perform the below tasks for a fee not to exceed **\$144,580**. The project can be completed in phases as noted above and shown in the budget breakdown below. The fee will be billed on a time and materials basis under the existing contract with Stantec and the City of Fresno.

Task No.	Task Description	Cost
<b>Task 1</b>	<b>Background Research (Total)</b>	<b>\$24,840</b>
Task 1.1	Phase 1 Background Research	\$8,880
Task 1.2	Phase 2 Background Research	\$7,880
Task 1.3	Phase 3 Background Research	\$8,080
<b>Task 2</b>	<b>Field Survey</b>	<b>\$14,240</b>
<b>Task 3</b>	<b>Historic Context Development</b>	<b>\$20,480</b>
<b>Task 4</b>	<b>Archaeological Assessment</b>	<b>\$15,000</b>
<b>Task 5</b>	<b>Survey Reporting (total)</b>	<b>\$62,540</b>
Task 5.1	Phase 1 Survey Reporting	\$22,180
Task 5.2	Phase 2 Survey Reporting	\$22,180
Task 5.3	Phase 3 Survey Reporting	\$18,180
<b>Task 6</b>	<b>Public Engagement and Meetings</b>	<b>\$2,720</b>
<b>Task 7</b>	<b>Data Management</b>	<b>\$4,760</b>
<b>TOTAL</b>		<b>\$144,580</b>

Thank you for the opportunity to provide this scope and cost estimate for the Fresno Chinatown Historic District Evaluation. We look forward to the opportunity to work with you. Please feel free to contact the undersigned with any questions.

Regards,

### STANTEC CONSULTING SERVICES INC.



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 Rebecca.Riggs@stantec.com



**Melissa Ivie**  
 Principal Architectural Historian  
 Phone: (279) 272-4944  
 Melissa.Ivie@stantec.com

## EXHIBIT B

### **INSURANCE REQUIREMENTS** **Consultant Service Agreement between City of Fresno (City)** **And [Consultant Name] (Consultant)** Chinatown Historic District Survey

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

#### MINIMUM LIMITS OF INSURANCE

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

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

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

4. EMPLOYER'S LIABILITY:

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

5. PROFESSIONAL LIABILITY (Errors and Omissions):

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

#### UMBRELLA OR EXCESS INSURANCE

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

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions.

#### OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

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

4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.
5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent, of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the 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 the City, the 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.
6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
7. The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

#### CLAIMS-MADE POLICIES

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

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

### VERIFICATION OF COVERAGE

the Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, the 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.

### SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file

**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
Chinatown Historic District Survey

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

Explanation: \_\_\_\_\_

N/A

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Additional page(s) attached.

DocuSigned by:  
  
 161503C1EB184D8...

Signature \_\_\_\_\_

4/7/2026

Date \_\_\_\_\_

Jeff Stone

(Name) \_\_\_\_\_

Stantec Consulting Services Inc.

(Company) \_\_\_\_\_

61 Commercial Street

(Address) \_\_\_\_\_

Rochester, NY 14614

(City, State Zip) \_\_\_\_\_