

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

THIS AGREEMENT is made and entered into effective the _____ day of December, 2014, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Wallace Roberts & Todd LLC, A Limited Liability Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Transportation Planning services for the 41 and North Corridor Complete Streets Plan, hereinafter referred to as the "Project;" and

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

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

WHEREAS, this Agreement will be administered for CITY by its Development and Resource Management Director (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

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

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

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through August 31, 2016, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$ 73,075.00, 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. 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 CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

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

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

5. Confidential Information and Ownership of Documents.

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

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors\sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an

executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (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 Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status,

sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state,

regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

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

Wallace Roberts & Todd, LLC,
a Limited Liability Corporation

By: _____
Jennifer Clark
Director
Development Department

By: _____
Name: JAMES K. STICKNEY
Title: Principal
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Name: Joseph W. Healy

By: _____
Deputy

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

No signature of City Attorney required.
Standard Document #ALL-S 3.1 has been
used without modification, as certified by
the undersigned.

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

By: _____
Craig Agabashian
Administrative Manager

Addresses:

CITY:
City of Fresno
Attention: Jennifer Clark,
Director
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8003
FAX: (559) 498-1012

CONSULTANT:
Wallace Roberts & Todd
Attention: John R. Gibbs,
Project Manager
444 Townsend Street, Suite 4
San Francisco, CA. 94107
Phone: 415-575-4122
FAX: email: jgibbs@wrtdesign.com

Attachments:

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

Exhibit A

Fresno 41 & North Corridor Complete Streets Plan - WRT TEAM BUDGET

November 17, 2014



	Hours	James K. Stockley Principal	John Giblin Sr. Associate, Project Manager	Architects Architect	John Francis Urban Designer/Planner	Graphic Admin. Support	WRT	Sheila Makimpour	Urban Diversity Design	Zaber Bart Principal	Magnus Barber Project Manager	Transmission Staff	Nelson\Nygaard	Ed Durkin, PE Principal	Project Engineer Staff Engineer	Precision Civil Engineering	WRT Team Total
Scope of Services																	
Task 1: Existing Conditions, Planning & Regulatory Setting																	
1.1 Kick-Off Meeting and Site Tour/Reconnaissance		8		8			\$ 2,320	4	\$ 600	8			\$ 1,200	4		\$ 600	\$ 4,720
1.2 CAC Complete Streets Workshop		1		2			\$ 410			2			\$ 300				\$ 710
1.3 Review Background Documents		2		4			\$ 820	1	\$ 150	2	4		\$ 1,000	2	4	8	\$ 3,650
1.4 Prepare Base Maps		1		4	8		\$ 1,330							2			\$ 1,630
1.5 Visual Infrastructure Inventory							\$ -							2	4	8	\$ 1,680
Subtotal	0	12	0	18	8		\$ 4,880	5	\$ 750	2	14	0	\$ 2,500	4	14	16	\$ 12,390
Task 2: Engaging the Public																	
2.1 Assist City and Habitat for Humanity in Designing Community Engagement Strategy		2		4			\$ 820	6	\$ 900								\$ 1,720
2.2 Additional Team Meetings & Presentations (1 day)		8		8			\$ 2,120	4	\$ 600		8		\$ 1,200	4			\$ 4,920
Subtotal	0	10	0	12	0		\$ 3,140	10	\$ 1,500	0	8	0	\$ 1,200	4	0	0	\$ 6,640
Task 3&4: Charrette, Preparation of Draft and Final Conceptual Design & Conceptual Design Alternatives																	
3.1 Charrette Preparation		4		6	8		\$ 2,060	10	\$ 1,500	2	2		\$ 700	2			\$ 4,580
3.2 Multi-Day Charrette, Prepare Drawings and Models Utilizing City & Community Feedback			32	40	32		\$ 12,960	24	\$ 3,600	32			\$ 4,800	8			\$ 22,560
Subtotal	0	36	0	46	40		\$ 15,040	34	\$ 5,100	2	34	0	\$ 5,500	0	10	0	\$ 27,140
Task 5: Draft and Final Improvements Implementation Plan to Identify Potential Funding Sources																	
5.1 Draft Implementation Plan (see admin draft)							\$ -		\$ -								\$ -
Subtotal	0	0	0	0	0		\$ -		\$ -	0	0	0	\$ -	0	0	0	\$ -
Task 6: Community Advisory Committee Recommendations																	
6.1 Presentation of Alternatives and Draft Preferred Concept (occurs during Charrette)							\$ -		\$ -								\$ -
6.2 Incorporation of Committee Feedback (occurs during Charrette)							\$ -		\$ -								\$ -
6.3 Presentation of Preferred Concept as the Basis of the Plan		8		8			\$ 2,320	4	\$ 600								\$ 2,920
Subtotal	0	8	0	8	0		\$ 2,320	4	\$ 600	0	0	0	\$ -	0	0	0	\$ 2,920
Task 7: Finalize Conceptual Design of the Plan																	
7.1 Finalize & Prepare Admin Draft of the Plan Document		6		20	30		\$ 5,970	4	\$ 600	1	4	8	\$ 1,400	2	6		\$ 9,350
7.2 Prepare Preliminary Planning Level Cost Estimate		2	4	16	16		\$ 2,180							2	4	14	\$ 4,370
Subtotal	0	8	4	20	46		\$ 8,150	4	\$ 600	1	4	8	\$ 1,400	4	10	14	\$ 13,720
Task 8: City Council Review & Adoption																	
8.1 Incorporate City Feedback from Admin Draft & Prepare Final Admin Draft		2		8	8		\$ 1,860		\$ -	1	2	4	\$ 840		4		\$ 3,430
8.2 Present Final Admin Draft to City Council		8		2			\$ 1,000	4	\$ 600								\$ 2,300
Subtotal	0	10	0	10	8		\$ 3,060	4	\$ 600	1	2	4	\$ 840	0	4	0	\$ 5,620
Total Base Service							\$ 32,118		\$ 9,150				\$ 11,530				\$ 68,438
Travel Expenses Estimated - See below for breakdown							\$ 2,621						\$ 655				\$ 3,276
General Expenses Estimated (2% of total)							\$ 742		\$ 183				\$ 290				\$ 1,369
Base Service Grand Total							\$ 40,473		\$ 9,333				\$ 12,406				\$ 73,075

Reimbursable Travel Expense Estimate	\$/trip	# Trips	Total
Mileage @ 55\$/mile	166	6	996
Hotel	160	12	1,920
Meals	50	12	600
			\$ 3,276

WRT NN
\$ 2,621 \$ 655



FRESNO – THE 41 AND NORTH CORRIDOR

Scope of Work

Task 1: Getting to Know the Neighborhood - Study Existing Conditions; Evaluate Existing Planning Documents, Environmental Reports, Technical Studies, Economic, and Social Studies

- 1.1 Kick off Meeting and Site Tour/Reconnaissance
- 1.2 WRT and Team will hold a workshop for the CAC as part of the project kick-off activities (Task 1.1) to provide background on the overall concept and value of complete streets strategies for community revitalization. This will include a Powerpoint presentation and Q&A session.
- 1.3 Review background documentation provided by the City
- 1.4 Prepare base maps
 - Compile street improvement base map materials from Public Works at City and County
 - Format a scaled base map from City/County resources or Google Earth.
 - Conduct field measurements of street widths
- 1.5 Precision will speak to City and County Public Works staff and conduct a visual review of the site to gain familiarity with existing utilities including storm drainage, sewer, and power and provide a memorandum summarizing conditions. Known pavement index condition, repaving schedule, and visual condition of streets will be documented. No subsurface inspections or detailed capacity evaluations will be prepared.

Task 1 Deliverable: Draft memorandum of existing infrastructure.

Task 2: Engaging the Public

Approach: We understand Habitat for Humanity (H4H) and the City of Fresno have the primary outreach responsibility for the project. WRT and H4H/City will coordinate the charrette process together to maximize engagement and empowerment of the community. During the project kick-off meeting, the Team, City, and H4H will outline a detailed outreach strategy. Key goals of the meeting will be to:

1. *Identify Community Advisory Committee (CAC) Members*
2. *Identify key community groups to engage and involve in the community design charrette*
3. *Finalize schedule for community design charrette and determine what activities and meetings will take place during the 3-day event.*

It is assumed that H4H and the City will have primary responsibility for the following aspects of community engagement:

1. *Outreach to and recruitment of Community Advisory Committee members. H4H/the City will be the primary point of contact for CAC members.*
2. *Outreach to community groups and the larger community for the multi-day community design charrette, including dissemination of emails, flyers, etc. WRT and Urban Diversity Design will assist with graphics for notices and review of media via conference call and email.*
3. *Reserve charrette venue locations and provide any food/refreshments that may be necessary to make community participants comfortable.*
4. *Co-facilitation along with the consultant team of activities and presentations during the multi-day charrette. WRT will organize and lead most charrette activities as well as provide any presentation and materials (markers, paper, maps, chalk, etc) needed to facilitate activities*



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5. *Contact with schools or other organizations to identify youth participants who will join the team for special event activities.*

2.1 During the project, the proposed primary events for community participation and feedback are the following:

1. Multi-Day Community Design Charrette (see Tasks 3 & 4 for detailed schedule)
 - a. Kick-Off Meeting including Community Advisory Committee
 - b. Special youth event: May include Test-Pilots with assistance from local youth; Youth "Walk Audit" and/or visioning/brainstorming workshop
 - c. Community visioning/brainstorming workshop
 - d. Youth open studio
 - e. Community "walk audit"
 - f. Presentation of Alternatives to Community Advisory Committee and the community for feedback
2. Community Advisory Committee Meeting: presentation and discussion of updates to the preferred alternative based on feedback from charrette final presentation. May be open to the public.

2.2 Additional Team Meetings and Presentations

- The team will be available for additional meetings that may arise with the CAC, City Staff, or the community to be held over a single day trip.

Task 3 & 4: Preparation of Draft and Final Conceptual Design of Complete Street Plan and Conceptual Design Alternatives for the Complete Streets Plan

Approach: WRT proposes an intensive, multi-day charrette process to confirm our understanding of the opportunities for improvement, specific challenges to overcome, and design solutions. The charrette will involve multiple points of contact with the community as managed by H4H and supported by the WRT Team. We will generate maps and drawings of conceptual complete street alternatives and well as opportunities for open space and revitalization. The draft schedule is as follows:

- *Day 1: Thursday*
 - *A kick-off workshop meeting will be held with City Staff and the Community Advisory Committee to discuss initial observations and opportunities for improvement. This could be held as a welcome breakfast.*
 - *An on-street test pilot will be installed to demonstrate potential streetscape improvements along the North Corridor. Neighborhood youth and students from the West Fresno Middle School can be engaged to assist in installation and observing/recording pilot outcomes.*
 - *A "Walk Audit" and/or brainstorming session will be held with youth to understand corridor opportunities and challenges from a youth perspective. Particular emphasis will be placed on understanding access issues related to the West Fresno Middle School.*
 - *The day will culminate in a community visioning/brainstorming workshop with the public to chart a positive vision for the public realm and to draft a goals statement.*
- *Day 2: Friday*
 - *Work day for the team with open studio for neighborhood youth to see work in progress and share their thoughts and observations.*



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- *Lunch or dinner could be held with a local church, with the public at the community center, and/or with the Community Advisory Committee.*
- *Day 3: Saturday*
 - *A "Walk Audit" tour will be conducted with residents to share the Team's site observations and to understand corridor opportunities and challenges from residents' perspective.*
 - *Morning work session with an early afternoon pin up with City Staff.*
 - *In the evening, the Team will present the design concepts to the Community Advisory Committee and the community for feedback and discussion.*

3.1 The following scope items will be delivered through the multi-day charrette process described above:

- Conduct a vision study that will illustrate how Complete Street principles can be applied and implemented to the Hwy 41 & North Corridor.
- Meet with stakeholders and the general public to garner opinions and ideas for the Complete Streets conceptual design which includes analysis and concepts that address the following:
 - Land use
 - Transportation modes (driving, walking, bicycling)
 - Infrastructure analysis and Improvement Plan Program
 - Green Space and Open Space Planning
 - Air Quality, Noise
 - Environmental Justice
 - Public Safety
 - Traffic calming analysis for North Ave.
- Produce illustrative plans and drawings that support the vision of stakeholders and the public; demonstrate how Complete Streets principles can be applied in the 41 and North Corridor
- Prepare at least 3 alternatives
- Design Guidelines that provide direction for future detailed design. Guidelines will identify typical streetscape standards and toolbox of physical design elements that help to improve identity and character in the neighborhood. These are intended to inform other planning processes and not serve as policy or development standards.
- Update illustrative plans and drawings that support the vision of stakeholders and the public; demonstrate how Complete Streets principles can be applied in the 41 and North Corridor.

Task 3 & 4 Deliverables: The team will prepare hand drawings in plan view, section, and sketch perspective. A 3-D model will be prepared for a typical segment of North, a typical neighborhood street, and 1-2 specific intersections to depict before and after conditions. Drawings will be on paper and incorporated into PowerPoint.

Task 5: Draft and Final Improvements Implementation Plan to identify potential funding sources for Complete Streets Plan

Approach: WRT and Team will evaluate components of the plan and potential funding sources that should be targeted. We will describe the phasing of improvements to guide sequencing based on funding source, logical phased implementation, and community priority. The Implementation Plan will be formatted as part of the overall plan document in an easy-to-read summary table with accompanying narrative as needed and submitted with the admin draft plan.



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5.1 WRT and Team will prepare a strategy to implement the plan including the following:

- Community prioritization
- Critical safety improvements
- Plan components, including specific intersection recommendations, and their potential funding sources
- Logical phases of work

Task 5 Deliverable: Draft Implementation Plan chapter.

Task 6: Community Advisory Committee Recommendations on Complete Streets Plan

Approach: The Team will present the alternatives and draft preferred concept to the advisory committee during the multi-day charrette and incorporate feedback. A second presentation after the charrette will address the preferred concept to be considered the basis of the plan.

- Update illustrative plans and drawings that support the vision of stakeholders and the public; demonstrate how Complete Streets principles can be applied in the 41 and North Corridor. The Advisory Committee will meet for a minimum of two meetings, initially for project introduction and for considering of alternative plans in the development of the Complete Street Design Plan.
- The Community Advisory Committee will be composed of members identified by H4H and the City. It is recommended that members represent a range of constituencies. These include, but are not limited to, school representatives from West Fresno Middle School, local business leaders, youth leaders, local residents, community center leaders, etc.

Task 6 Deliverable: Project Presentation PowerPoint.

Task 7: Finalize Conceptual Design of Complete Streets Plan

Approach: WRT and Team will finalize the conceptual design and prepare the admin draft of the plan document for review and comment by City Staff. The plan will summarize the goals, vision, and present the charrette graphic materials. Some refinements will be made to charrette materials based on feedback during the charrette.

7.1 The plan document chapters will include:

- Introduction and Community Vision
- Existing Conditions
- The Complete Street Plan including
 - Public Realm Improvements: Streets and Frontages
 - Managing Transportation Routes (Truck Traffic)
 - Open Space Opportunities
 - Infrastructure (memorandum formatted into a chapter)
- Implementation Plan
- Appendix

7.2 Prepare Preliminary Planning Level Cost Estimate

- WRT and Precision will prepare a planning level cost estimate for selected priority streetscape and infrastructure improvements identified in the plan. For example, the task would focus on



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priority intersections or length of street that is identified as a priority. The number of projects to be evaluated will be commensurate to the task budget. WRT will organize the estimate with input from Precision.

Task 7 Deliverable: Admin Draft Plan document in PDF

Task 8: City Council Review and Adoption

Comments on the admin draft will be compiled by City Staff in a concise spreadsheet for incorporation by WRT. The Team will present the final admin draft plan to City Council. The final plan will be prepared as a PDF in high resolution for printing and lower resolution suitable for online screen viewing.

Computer Programs Used

It is anticipated that the consultant team products will utilize the following computer programs:

- Microsoft Word [text]
- Adobe Creative Suite (InDesign, Photoshop, Illustrator) [document layout]
- AutoCAD
- Sketchup

Environmental Review

Project level environmental review is not budgeted as part of this scope of work. It is anticipated that environmental review for the streetscape plan will take place as part of a larger planning effort in the future.

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno ("CITY")
and Wallace Roberts & Todd, LLC ("CONSULTANT")
41 and North Corridor Complete Streets Plan
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

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

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR*

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

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

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

4. **EMPLOYER'S LIABILITY:**

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

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

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

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

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

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

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

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

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

VERIFICATION OF COVERAGE

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

Exhibit C

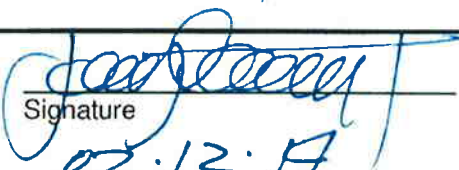
DISCLOSURE OF CONFLICT OF INTEREST

[Project Title]
PROJECT TITLE

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

Explanation: _____

Additional page(s) attached.



 Signature
 02.12.17

 Date
 JAMES K. STICKLE

 (name)
 WRT

 (company)
 44 TOWNSEND ST.

 (address)
 SF, CA. 94107

 (city state zip)