

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

THIS AGREEMENT is made and entered into effective the 28<sup>th</sup> of April, by and between the CITY OF FRESNO, a California municipal corporation (CITY), and IBI Group, A California Partnership (CONSULTANT).

**RECITALS**

WHEREAS, CITY desires to obtain professional transportation engineering services for the South Central Fresno Assembly Bill 617 Community Truck Reroute Study (Project); and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a Transportation Engineering and Planning 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 Public Works 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. 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 March 31, 2024, 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 \$250,000, 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) Pursuant to the agreement between the CITY and the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION DISTRICT (hereafter "DISTRICT"), the CITY is required to make available to DISTRICT for examination all of its records and data with respect to the matters covered by the Agreement, including the Truck Reroute Study and Health Safety analysis. The CITY shall, upon request by DISTRICT, permit DISTRICT to audit and inspect all of such records and data necessary to ensure the CITY's compliance with the terms of the Agreement, for a minimum of three (3) years from the date the Agreement is completed or otherwise terminated.

(e) 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 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 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 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:

(a) 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.

(b) 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.

(c) 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 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, and 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, and 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 designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or 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.

[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: DocuSigned by:  
Scott Mozier 5/19/2022  
E3B64D7F7352485...  
Scott Mozier, Date  
Public Works Director

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorneys

By: DocuSigned by:  
Taylor Rhoan 5/19/2022  
E204C2946C944B8...  
Taylor Rhoan Date  
Deputy City Attorney

ATTEST:  
TODD STERMER,  
City Clerk

By: DocuSigned by:  
Bernard Caniz 5/19/2022  
F9ABC6856CCF424...  
Bernard Caniz Date  
Deputy

Addresses:

CITY:  
City of Fresno  
Attention: Jill Gormley, TE,  
City Traffic Engineer  
2600 Fresno Street  
Fresno, CA 93721-3623  
Phone: (559) 621-8800

IBI Group, A California Partnership

By: DocuSigned by:  
Steve Schibuola \_\_\_\_\_  
A1018C67EE9F4D3...  
Name: Steve Schibuola  
Title: Director

(If corporation or LLC.,  
Board Chair, Pres. or Vice  
Pres.)

By: DocuSigned by:  
William Delo \_\_\_\_\_  
CD2CE6C7E49249F...  
Name: William Delo

Title: Director  
(If corporation or LLC., CFO,  
Treasurer,  
Secretary or Assistant Secretary)

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

CONSULTANT:  
IBI Group, A California Partnership  
Attention:  
Managing Principal  
18401 Von Karman Avenue Suite 300  
Irvine, California 92612  
Phone: (949) 933-5588  
FAX: (949) 833-5511

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D - Acceptance of Indemnification and Insurance Requirements
5. Exhibit E - Non-Collusion Affidavit

## Agreement Exhibit A

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### SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno (CITY)  
and IBI Group (CONSULTANT)**  
South Central Fresno Assembly Bill 617 (AB 617)  
Community Truck Reroute Study

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See attachment for scope of work and schedule of fees.

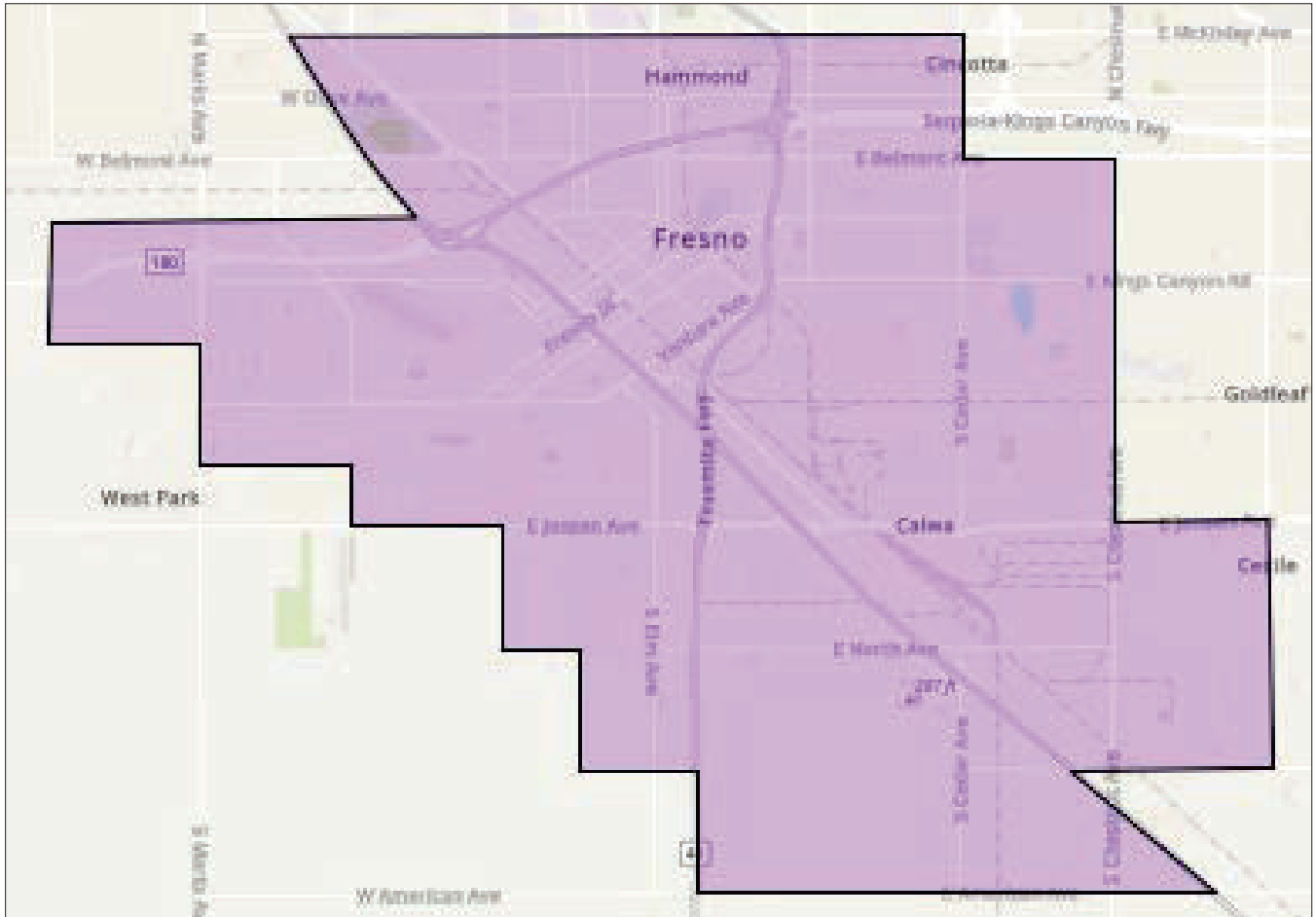


Defining the cities of tomorrow



San Joaquin Valley  
AIR POLLUTION CONTROL DISTRICT

City of



## CITY OF FRESNO SOUTH CENTRAL FRESNO COMMUNITY TRUCK REROUTE STUDY (AB617)

Submitted to **City of Fresno**  
By **IBI Group** with **Katherine Padilla & Associates, Inc.**

SEPTEMBER 1, 2021

# Project Understanding, Approach, and Scope of Services

The South Central Fresno community is located in the center of the San Joaquin Valley in the SJVAPCD and includes the communities of Calwa and Malaga. The community is approximately 29 square miles and has a population of approximately 97,000 people. The community is comprised of the downtown core and a mix of residential single-family homes. The industrial area is located in the southwest portion of the community and includes a fossil fuel electric power generation facility along with several other industrial sources. The community is also traversed by Highways 99, 41, and 180. The area is dominated by industrial uses due to the proximity to rail and highways. Primary businesses include manufacturing, recycling, and distribution.

The South Central Fresno community has a high cumulative air pollution exposure burden, a significant number of sensitive receptors (including but not limited to schools, daycares, and hospitals), and includes census tracts that have been designated as disadvantaged communities. The community has high asthma rates and cardiovascular disease impacts, along with high rates of poverty, unemployment, and linguistic isolation. The San Joaquin Valley has been the focus of numerous air quality studies which lay the necessary foundation for the development of an emissions reduction program in this urban community. The community was also prioritized by the San Joaquin Valley's AB 617 Environmental Justice Steering Committee.

The Truck Reroute Study will identify, analyze, and evaluate potential strategies that freight impacted communities in the AB 617 area might take in cooperation with the City of Fresno to abate truck impacts. Such truck impacts include air pollution, noise, polluted runoff, traffic crashes, traffic congestion, active transportation conflicts, residential and school impacts, and excess wear for local pavements and bridges.

The Truck Reroute Study is envisioned to develop innovative, creative, and implementable mobility solutions and strategies to support South Central Fresno community. The IBI Group Team recognizes that this is a vital and important project that is intended to respond to the mobility challenges and opportunities of the study area, focusing on the critical role that truck traffic plays in the health, happiness, and well-being of its residents.

Based on our review of the RFP and the study goals and objectives, the team we have assembled is very excited to have the opportunity to submit this proposal to the City and District to complete this study effort. Our team is purpose-selected to bring unparalleled expertise and creativity to address the regional and local truck mobility challenges in order to update the 2005 Fresno Designated Truck Map. Our robust knowledge of the City and County of Fresno and all aspects of mobility—freight, active transportation, truck, vehicular—has prepared us to deliver a thorough and effective implementation plan.

## TECHNICAL APPROACH

Our technical approach begins with having the right people for the project. Each member of the IBI Team is purpose-selected to deliver on the stated objectives. They have their hands on the pulse of the ever-changing transportation climate specifically related to goods movement and truck traffic. This integration of resources is why we are in a unique position to provide innovative solutions to a space we are very familiar with.

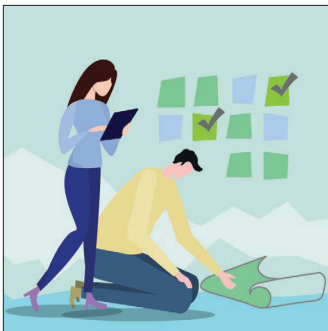
IBI Group understands that there are two main focuses of this study. The first focus is not just in identifying the gaps that exist in the current regional transportation network and planning to address them but doing so in a way that incorporates the lessons of current and past planning efforts and emphasizes the local knowledge and expertise of the community, key stakeholders, and neighboring jurisdictions as they relate to truck-based impacts. The second focus is in creating prioritization, action and implementation plan that is at its core achievable and useful, but also responsive to the social equity issues that are often under-addressed or sidelined in planning studies. Over the course of the study, we will incorporate these considerations in the public engagement, needs and opportunities assessment, and the overall transportation-related recommendations.

Underpinning our knowledge of the study setting detailed above is a clear understanding of the challenges created by the COVID-19 pandemic and the uncertainty that it has injected into all planning processes. As a technology-oriented global firm with extensive experience with smart cities infrastructure, IBI Group was well-prepared to transition to a completely remote work environment and experienced no downtime at the onset of this crisis. Since that time, we have rapidly developed new digital engagement tools that have already proven successful for community outreach and will apply our lessons learned to this study. Finally, the experts included within our California practices are leading our firm's global COVID-19 recovery recommendations and strategy, including through the use of parametric planning and computational design to rapidly iterate reconfigurations of space in response to public health guidelines. Should these tools become potentially useful to City and District during the course of the study, we are ready to deploy them.

The project study area presents a complex mobility challenge for a variety of reasons. These include:

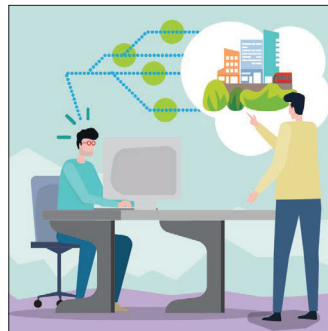
- The facilities in the study area are under the jurisdiction of multiple local and state municipalities. These include the City of Fresno, Fresno County and Caltrans and require coordination and cooperation to achieve mutual benefits and uniform policy.
- The study area is a gateway for global trade. Goods movement here significantly contributes to the economic health of the City and County of Fresno. However, increased truck activity in the community unfortunately comes with undesirable effects. These can extend past the transportation realm into social, economic, physical, safety, health, and environmental impacts.
- The study area demographics are diverse and complex, with residents from a variety of backgrounds and cultures, some who have lived in the City for multiple generations and some who are recent immigrants. This unique mix and diversity of culture, economics, and language requires a robust and relative community engagement approach that seeks out people and participation rather than forcing residents to find us, understanding that the specific community may have reservations in speaking their concerns due to citizenship status.

Within this context, our approach to the Truck Reroute Study is focused on three components:



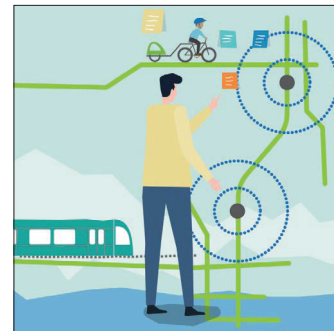
## 1 Investigation

Review and understand the existing conditions within the project study area. A data-oriented approach to understanding the community and its needs will be augmented by a robust and participatory community engagement effort.



## 2 Innovation

Create a bold vision for truck movements in the area that is informed by the project team's expertise and that incorporates and updates best practices, past ideas and planning efforts. The community will also be engaged to craft this vision and contribute to the identification of solutions that meet their existing and future infrastructure needs.



## 3 Solutions

The result of this effort will be an implementation plan that is actionable and that contains a range of solutions, addressing needs for new or improved truck routes, policy considerations, levels of coordination needed, and estimated costs and funding opportunities.

The **INVESTIGATION** phase of work begins with the establishment of clear protocols and a project implementation plan to deliver the project in a remote work environment, with options to transition back to in-person meetings. It includes opportunities for input from the general public, as well as other key stakeholders, on existing conditions assessments and policy reviews, and an identification of priorities. Most importantly, investigation will be informed by a robust, inclusive, and expansive community engagement that gathers local knowledge and expertise.

The **INNOVATION** phase of work will connect the investigation with potential solutions, supported by spatial GIS modeling analysis, conceptual engineering, community impact analysis, and environmental analysis. Measures of social equity, truck GPS data, and other analysis of the built environment will be centered in the analysis and will be responsive to community feedback, visioning, and needs.

The **SOLUTIONS** identified by the study will include not just traditional infrastructure such geometric changes, but also the policy changes informed by our team's decades of experience in coordinating across multiple jurisdictions. The solutions will include concrete recommendations to reduce greenhouse gas emissions, reduce truck VMT, improve travel safety, increase accessibility, and provide for a more equitable and sustainable transportation network for the community.

We have found that organizing our approach to complex, multi-agency projects similar to this study around these three primary components helps to guide the project work plan, maintain the project schedule, and communicate these project goals, progress, and process effectively to stakeholders and the community. With this approach, project participants can understand how the study process will flow and progress and how their input and participation will be incorporated within the planning process. These project phases also help to tell the story of the project development process and study effort, forming the organization of the final plan and providing valuable and organized input that can be utilized for the development of grant applications, funding, and actions for project implementation.



# Scope of Services

## Task 1: Project Management

The project management effort will be led by Mike Arizabal, who will serve as the primary point of contact for project partners and will be responsible for the deliverables submitted under this contract. The project management effort will be ongoing throughout the duration of the project. This task includes oversight of the consultant team, and the administrative tasks required to support the overall project. Within this task, IBI Group will manage and oversee all administrative, contractual, and technical aspects, of the study to ensure timely and integrated production of tasks to achieve the study objectives.

### Kick-Off Meeting

Our first order of work after the Notice to Proceed (NTP) will be to schedule a project kick-off meeting with all project partners including at a minimum City of Fresno, the District, Fresno COG, and the County of Fresno. This meeting will have the purpose to introduce the team, review project objectives and requirements, and establish lines of communication and procedures/protocol, recurring project meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information. IBI will have reviewed all previous and current planning efforts related to the AB 617 area and ensure work efforts are coordinated and that information is shared accordingly. The IBI Team shall be responsible for providing a summary of the meeting and identification of key action items.

### Work Plan

This proposal and associated deliverables within this proposal are the first steps in creating an effective work plan. The work plan is intended to serve as a quick reference to the project management team, task leads, and the City and District. The work plan will include procedures and protocol for managing resources, communications, budgeting and the project milestones and schedule. The work plan will also allow for clear monitoring, reporting, and quality assurance of each individual task status. The work plan will identify and foresee all potential issues and constraints and prepare for their effective resolution before they may potentially occur.

### Project Schedule

The project schedule will also be presented at the kick-off meeting. The schedule will be finalized as a Gantt chart and will include individualized and detailed work tasks, start dates, activity durations, product submittal dates, key project milestones, and relationships among work tasks, including critical path items. The project schedule will be no greater than 18 months from the start date as stated in the RFP. IBI Group understands that the submitted draft project schedule will be reviewed by the City Project Manager and key stakeholders throughout the study process. A final schedule will be included in the work plan.

### Project Management Calls/Meetings

IBI Group will conduct regular project status meetings with the City and District Project Managers on a bi-weekly basis throughout the duration of the project (up to 20 meetings). These meetings would be conducted via video conference call (Teams, Zoom, or Skype) and will be scheduled for an hour depending on project needs. We will establish a regular meeting schedule and time that works for all parties. The purpose of these meetings will be to discuss ongoing and upcoming project work efforts and to ensure that IBI and project partners are on the same page with regard to the project progress. A key element of these progress meetings will be to discuss work efforts in relation to the overall project schedule and budget. IBI's Project Manager, Mike Arizabal, will be available for impromptu "check-ins" via phone or email throughout the duration of the project.

KPA will participate in these project team meetings to provide community meeting and stakeholder meeting summaries, issues, and attitudes towards mitigation measures. KPA will also respond to phone calls and emails to maintain communication with the team through the duration of the project. For budget purposes, KPA is assuming 6 hours a month for every month of project communications. Well before each meeting, IBI Group will send out agendas for the Project Management Calls that will include the project status, updates on the project schedule, deliverables, and summaries of meetings with the advisory committee and stakeholders. These meetings will be complete with notes, minutes, and summaries that will be uploaded to a file sharing system soon after the conclusion of each project management meeting.

## Filing Sharing System

IBI Group will set up a file sharing system shortly after the conclusion of the initial Project Kick-off Meeting. The service platform that will serve as the file sharing system will be chosen in the Kick-off meeting. In past projects, IBI Group has used a secure and protected Microsoft SharePoint project folder that would be specifically created for this project. The file sharing system would be a site to exchange draft and final work products, schedule information, contact information, meeting info and minutes, and all necessary information required to complete the study. IBI also uses Microsoft Teams, Miro, and Google Drive as means to share files and collaborate if necessary.

## Project Invoicing and Quarterly Reports

In the management of this project, IBI Group will prepare invoice packages with the City to submit these to District staff for review and approval based on milestone completion. The invoices and progress reports will conform to City requirements. The invoicing will include the budgeted amount, percent complete, and the remaining balance for each task and subtask. The purpose of the monthly invoices and progress reports is to document the project progress against projected efforts and allow for timely payment of prime and sub-contractors consistent with efforts expended and progress achieved.

IBI Group is aware that the City and District will be submitting quarterly reports to the AB 617 Community Steering Committee (CSC) and City Council members providing a summary of project performance and funding expenditures. IBI Group will coordinate with the City and District on these reports.

### Task 1 Deliverables

- *Kick-off Meeting Materials and Summary Notes*
- *Project Work Plan and Schedule*
- *Bi-Weekly Project Call Meeting Notes and Summaries*
- *Project File Sharing System, Invoicing Template and Quarterly Reports*

## Task 2: Outreach and Engagement

The IBI Group Team understands that the public and agency outreach effort is an important component

of the project and has teamed with Katherine Padilla & Associates to deliver a public outreach approach that will integrate the input of stakeholders within the South Central Fresno community, while providing the best possible solutions. The IBI Team recognizes the importance of developing a robust and dynamic public outreach approach to engage as many community members and stakeholders as possible and to expand the reach of the project to a diverse audience.

IBI understands the challenges related to outreach, especially in disadvantaged communities. Traditionally, outreach to disadvantaged communities can be a challenge as residents are apprehensive to engage with public officials and staff due to immigration status or distrust of the traditional planning process. The IBI Team has a long history of implementing public outreach strategies that are truly innovative and engaging across California. As a part of our recent work efforts on the Metro Transit Supportive Planning Toolkit, we helped to identify a variety of public outreach tools and strategies for local agencies to use to communicate their projects. The toolkit outlines specific public outreach tools for engaging a wide variety of community members and to keep them engaged. Some of these tools and strategies that would be applied for the South Central Fresno community include:

- **Multiple Modes of Communication** – Using multiple modes of communication can extend project reach and ensure multiple groups feel heard. Aside from the conventional in-person community meetings, other engagement tools such as live streaming or web streaming of meetings should be made available to those who are unable to attend.
- **Make Engagement Interactive** – Using action-oriented, interactive, and in-the-field outreach strategies makes it easier for people to digest projects and to submit input to revise, test, and fix ideas. Interactive engagement also casts a wider net of measurable responses because citizens are encouraged to participate, not just listen to potential solutions.
- **Use Visual Tools to Engage** – Visual tools such as 3D models or renderings should be incorporated into community outreach efforts to illustrate how projects can be tailored to fit and remain consistent with existing community characteristics.

## **Stakeholder and Public Engagement Plan**

At the kick-off meeting, or shortly thereafter, KPA proposes holding a Stakeholder Analysis Session with City and District staff to discuss key stakeholders, such as community-based organizations, key trucking companies and their representatives, and representatives from affected neighborhoods, in order to match outreach tactics with the stakeholders' communication needs and the appropriate level of engagement. KPA will present a preliminary list of CBOs, businesses, transportation groups, government entities, and other stakeholders for discussion purposes.

After the stakeholders analysis session, KPA will produce a Stakeholder and Public Engagement Plan which will include social media and traditional media strategies, development of press releases, and describe how we will tap into the city's channels of information and those of other key organizations to maximize the exposure of project information and input opportunities. Engagement strategies may include briefings, interviews with stakeholders, focus groups, announcements and presentations to CBOs, or emails and invitations, social media and press releases.

As part of the Stakeholder and Public Engagement Plan, KPA will also develop Key Messages ("talking points") that describe the project, its goals and objectives, the schedule, and opportunities for community input and feedback, especially to seek the opinions to traditionally disenfranchised communities. The Key Messages serve as a foundation for communication about the project. Additionally, KPA will produce a "process diagram" which will graphically illustrate in a community-friendly manner all strategies, community input opportunities, and how they are aligned with decision points leading to Study milestones. It is understood that KPA will work closely with the City and District to finalize and execute the Stakeholder and Engagement Plan.

The Plan will include the methodology for soliciting, responding to, and documenting stakeholder input and will also describe the role of stakeholders in the decision-making process and will detail how study progress will be disseminated. The Plan will include a section outlining and identifying procedures for integrating and accommodating diverse and conflicting priorities among stakeholders.

The Plan will include a full methodology describing the specific outreach strategies used to accommodate participation for those who speak

various languages, with a focus on Spanish and Hmong speakers as over 44% of residents in the affected region are of either of Hispanic or Hmong origin and about a quarter of residents in the same region speak English less than "very well". In this task, outreach will be provided in other languages as deemed beneficial to reach as many members of the public as possible. Not only will the Spanish and Hmong languages be full represented in all community outreach events, but IBI Group will ensure an equal opportunity for all community members to participate. Importantly, community input will provide the foundation for guiding principles, evaluation criteria for mitigation measures, and recommendations, which shall also be informed by technical analysis and best practices presented by the Project Team.

## **Project Database**

Over the course of this study, IBI Group and KPA will foster a deep knowledge and understanding of stakeholders and their issues, concerns, and recommendations. For this study, we recommend strategically targeting our engagement efforts and developing a project database to facilitate on-going communication with key property owners, residents, local businesses (especially the affected industrial complexes), local schools, Chambers of Commerce, major employers, City offices, elected officials, civic groups, transportation and transit agencies, sensitive receptors, emergency responders, private entities, community organizations, and other identified local stakeholders to be determined. IBI Group and KPA will build upon existing lists provided by the City/District and original research. The contact list will be updated on a regular basis and/or as needed.

## **Technical Steering Group and Community Advisory Group**

In coordination with the Project Team and the City, the IBI Group and KPA will assist with the formation of a Technical Steering Group (TSG) and Community Advisory Group (CAG) comprised of representatives of key stakeholder groups to serve as a sounding board. These groups would offer input to the project team about our methodology, assumptions, project milestones, and key deliverables, including outreach strategies, Guiding Principles, evaluative criteria for mitigation strategies, and draft recommendations. IBI Group Team will work with the City and District to schedule TSG and CAG meetings to solicit feedback

about the overall project, as well as on specific deliverables, including the Project Guiding Principles.

KPA will establish the CAG and TSG in coordination with the City and District. KPA will provide a draft email-letter to send to invitees that describes the project background, objectives, expected number of meetings, committee role and responsibilities. KPA will support TSG and CAG meetings by conducting the following tasks: coordinate the logistics of meetings, notifications, attend the meetings, and provide action-oriented minutes with 48 hours of the meetings. It is understood that Technical Team members will provide the content and agenda for the meetings. KPA shall attend up to six (6) TSG meetings as needed and shall convene and facilitate six (6) CAG meetings and provide summary notes.

IBI Group will prepare a schedule for each TSG and CAG meeting that will show project objectives and deliverables. Coordination activities include securing meeting venues, notification, agendas, exhibits and presentation materials. Meetings may be in-person, via videoconference or teleconference.

### **Stakeholder Interviews (up to 16)**

In collaboration with the Project Team, KPA shall interview two groups of 6-8 key stakeholders to be selected by the City and District to identify key concerns and opportunities for mitigation options. Group 1 shall consist of businesses and Group 2 to be composed of residents. KPA shall work with the team to develop the interview guide to explore key questions and shall write a report summarizing key issues and opportunities.

### **Task 2 Deliverables**

- *Engagement Strategy, Final Version*
- *Stakeholder Coordination and Public Engagement Plan*
- *Outreach and Engagement Summaries, Materials, and Attendance Lists*
- *Project Guiding Principles, Draft Version*
- *Establish TSG and CAG, with preparation and attendance at up to six (6) meetings per group (12 total), along with meeting materials, agendas, and minutes*
- *Up to 16 interviews with stakeholder groups, with interview guides and written summaries*

## **Task 3: Existing Conditions Report**

Creating a foundation of data of existing conditions is crucial for the accurate assessment of the study area. The existing conditions will serve as the baseline for all recommended improvements related to truck rerouting. The Existing Conditions Report will include an introduction (background and purpose), study area description (location, regional significance, transportation facilities), demographic conditions (population and employment), land use (existing land use, key destinations/activity centers/employment centers), relevant planning documents and data (transportation/mobility, general plans, specific plans, regional plans, climate plans, etc.), truck mobility conditions (volumes, VMT, OD, collisions), policy review (local transportation policies, regional and state policies and guidelines), and equity analysis (disadvantaged communities, public health metrics/conditions and demographic conditions). Highlights of the Existing Conditions report include:

### **Literature Review and Data Synthesis**

IBI Group has already began the literature review process of relevant previous studies, plans, and other documents for the South Central Fresno area, for developing a meaningful and thoughtful project understanding. The extended review will include City, County, and Caltrans truck permitting processes, National Freight Network, current truck routes, and local agency plans such as truck restriction ordinances and routing plans. IBI Group will synthesis and summarize all the pertinent studies, policies, plans, and other documents with the goal of identifying gaps and/or areas that need updating. This information will be crucial in identifying alternative truck routes and what level of coordination is needed.

### **Existing Data Sources**

IBI Group will review and obtain all existing data related to truck trip origin-destination, traffic volumes on current and proposed truck routes, truck GPS data. Understanding who the major truck trip generators are and where they originate and where they are destined to is paramount to this study. IBI Group will obtain outputs from the Regional Travel Demand Model (Fresno Council of Governments (COG) Activity Based Model (ABM)) related to travel patterns, VMT, and volumes. IBI Group will work with

the City, County, Caltrans and District to identify and obtain all sources of existing traffic count and classification data. Recent and/or current planning studies in the area will also be reviewed to identify additional sources of traffic data.

### Data Collection Plan

While synthesizing data that currently exists is only one aspect of the data collection process, IBI Group recognizes that much of the necessary traffic data is not readily available through existing avenues. Because of this, a strategy will be implemented outlining best practices to acquire all necessary traffic data required to accurately present existing conditions. It is assumed that the City of Fresno will collect and provide classified count data along all existing and proposed truck routes for the South Central Fresno Community, as shown on the September 2005 Truck Route Map. Additional classified count data will be provided by the City of Fresno along potential routes proposed through the community engagement process or as requested by the AB 617 subcommittee on Truck Re-Route Study. However, IBI will develop an existing data collection plan based on any gaps identified in the existing literature and data source review. New data collection can include, but not be limited to, traffic counts, vehicle classification counts, OD studies, license plate surveys, street geometries/signage, active transportation data, rail volumes and train frequencies.

### Existing Physical Characteristics and Community Impacts

IBI Group will provide a comprehensive summary of all existing physical characteristics of the study area, along with an identification of community impacts related to truck movements. IBI will conduct a search of the Statewide Integrated Traffic Records System (SWITRS) and the Transportation Injury Mapping System (TIMS) to review collision reports for the most recent five-year period in the area and research air quality issues through the California Air Resources Board (CARB) Community Air Monitoring Plan for the South Central Fresno community. IBI will also utilize GIS along with the California Office of Environmental Health Hazard Assessment (OEHHA) CalEnviroScreen to develop indicators related to exposure, environmental effects, sensitive population, and socioeconomic factors to score the South Central Fresno Community. This task will also inventory roadway characteristics and pavement condition, noise issues, VMT impacts (from the model),

operational impacts (localized intersection, freeway, and roadway segment level of service and capacity analysis), and the interface between high volume truck routes and school, pedestrian, and bicycle facilities.

### Conceptual Design

IBI's Civil and Traffic Engineers will develop conceptual plans and truck turning templates (AutoTurn) along all identified new truck routes, with samples at up to ten (10) locations. Conceptual drawings will be planning-level with the purpose of showing sample cross-sections and improvements within available right-of-way.

### Task 3 Deliverables

- *Truck Routing Study Existing Conditions Report, Final Version*

## Task 4: Report National Best Practices for Accommodating Trucks

IBI Group has an existing data base of national best practices related to minimizing truck impacts in and around neighborhood communities. This data base was created for IBI's work on the Wilmington Freight Mitigation Study and will be utilized for this study. This includes literature from Federal Highway Administration (FHWA), various Departments of Transportations across the United States, and various NCHRP reports that discuss truck parking, truck demand management (alternative delivery schedules), and neighborhood intrusion.

### Task 4 Deliverables

- *Truck Management Approaches Report*

## Task 5: Recommended Truck Routes, Community Strategies, and Implementation Plan

The culmination of all work in the previous tasks will be presented in the Truck Routing and Implementation Plan. The elements from Tasks 2 through 4 will culminate in a “state of the system” chapter of the Implementation Plan. This will include socioeconomic data, transportation policies, major truck origin/destination patterns, roadway conditions, and regulatory framework. The IBI Group team will use the data from the existing conditions analysis, previous planning efforts and public outreach feedback to design and map the proposed new truck routes. Connectivity to existing and planned facilities in adjacent cities will be considered to develop a complete and detailed list of future projects that will be prioritized for implementation. Each project will include a brief project description, including project-specific information and potential constraints, such as right-of-way acquisition and grades.

Prioritization directly supports future grant applications since most grants require evidence that prioritization was considered when ranking potential projects. The IBI team will work with City and District staff to create a framework and metrics for prioritizing and ranking projects based on the data and input collected during previous tasks, giving special emphasis to values and priorities expressed by the public. Criteria may be weighted to reflect relative importance for achieving project objectives and goals. The criteria may be presented to the TSG and CAG, or publicly via community engagement events, for feedback to verify the prioritization approach.

The prioritization process will also consider community needs; regional, county, physical and social barriers, safety, and statewide policy and funding frameworks; and the timeframe for implementation, including TSG, CAG, City, County, and District staff input.

The IBI Group Team has extensive experience developing prioritization frameworks that reflect local values and consider both the strategic and implementation criteria needed to inform decision making. Strategic criteria are used to inform program

design, reflecting core values and longer-term ambitions, whereas implementation criteria include elements such as readiness and partner support.

The outreach and engagement effort, coupled with the existing context and challenges for the future of the transportation system will inform the potential truck routing solutions that will be developed. The IBI Group team will focus on recommendations that address equity, safety, and community concerns, while maintaining the efficient movement of goods.

The IBI Group Team collectively brings a deep and diverse understanding of local, state, and federal funding sources and programs. Additionally, our team’s extensive work with regional planning agencies allows us to provide the City and district with the benefit of our experience in evaluating how available funding should be allocated as part of a regional plan to ensure equitable access to funding opportunities. As part of this element of the Implementation Plan, we will prepare a funding matrix that identifies sources, pursuit requirements, potential uses of funding, timelines, and eligible projects and programs.

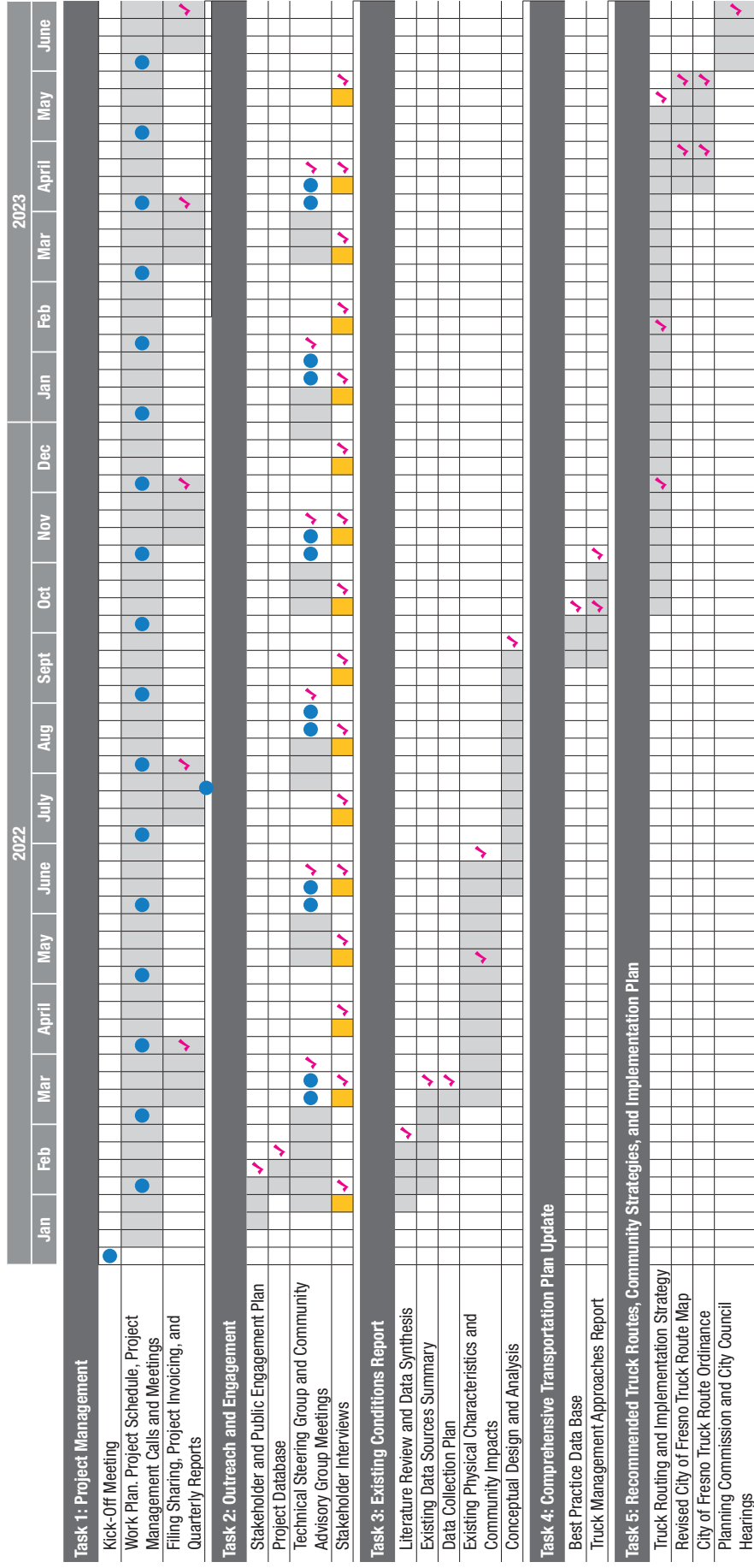
IBI Group will provide a complete, clear, and concise report that documents all the work efforts from Tasks 2 through 4, including tables, maps, and/ or other graphics. One of the maps will be the proposed updated to the 2005 City of Fresno Truck Route Map. IBI will also provide the City and District with a section that describes any modifications to the City’s Truck Route Ordinance. The report format and structure will lean towards one that is easily digestible by the public or others that may wish to utilize the document for guidance on future planning efforts and grants in the South Central Fresno community area.

IBI assumes up to two (2) rounds of review of the Draft Implementation Plan by the City and District and one (1) round of public review. IBI will provide one (1) set of consolidated and reconciled comments on all draft documents to the City and District. IBI Group has also allocated time for up to one (1) Planning Commission Hearing and two (2) City Council Hearings.

### Task 5 Deliverables

- *Truck Routing and Implementation Strategy*
- *Revised City of Fresno Truck Route Map*
- *City of Fresno Truck Route Ordinance*

# Schedule



IBI GROUP CITY OF FRESNO SOUTH CENTRAL FRESNO COMMUNITY TRUCK REROUTE STUDY (AB617)

# Cost

Title	IBI Group (Prime)										Katherine Padilla & Associates (Subconsultant)					Project Totals	
	Principal-In-Charge	Project Manager	Deputy PM/Traffic Engineer	Community Impacts/GIS Lead	Engineering Lead/Civil Engineer	Planning Support	Engineering Support	Graphic Design	IBI	Principal	Senior Associate	Senior Outreach Specialist	Outreach Specialist	KPA		Hours	Fees
	B. Delo	Mike Arizabal	Lydia LaPoint, PE	Cristina Martinez	Karen Sujata, PE	Brooke Acosta	Vivian Hang, ET	Staff	Katherine Padilla	Jessica Padilla	Thelma Herrera	J.A. Rosel	Hours	Fees			
Staff	\$260.00	\$155.00	\$175.00	\$105.00	\$115.00	\$60.00	\$65.00	\$95.00	\$210.00	\$180.00	\$175.00	\$85.00					
<b>Task 1: Project Management</b>																	
Kick-Off Meeting	2	2	2	2	1	1	1	1	12	24	24	0	48	0	60	\$11,005	
Work Plan, Project Schedule, Project Management Calls and Meetings	4	40	40	4	0	0	0	0	88				0	88	\$14,680		
Filing Sharing, Project Invoicing, and Quarterly Reports	2	32	24	2	2	0	0	0	62				0	62	\$10,120		
<b>SUBTOTAL</b>	<b>8</b>	<b>74</b>	<b>66</b>	<b>8</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>162</b>	<b>24</b>	<b>24</b>	<b>0</b>	<b>48</b>	<b>210</b>	<b>\$35,785</b>		
<b>Task 2: Outreach and Engagement</b>																	
Stakeholder and Public Engagement Plan	2	16	4	0	0	0	0	0	26	4	4	18	12	38	64	\$9,810	
Project Database	0	2	2	0	0	0	0	0	4	0	0	4	20	28	\$3,060		
Technical Steering Group and Community Advisory Group Meetings	2	16	16	0	0	0	0	24	58	60	48	84	32	282	\$46,740		
Stakeholder Interviews	2	8	8	0	0	0	0	24	42	36	0	16	88	130	\$20,660		
<b>SUBTOTAL</b>	<b>6</b>	<b>42</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>130</b>	<b>100</b>	<b>52</b>	<b>142</b>	<b>80</b>	<b>374</b>	<b>\$60,270</b>		
<b>Task 3: Existing Conditions Report</b>																	
Literature Review and Data Synthesis	1	4	2	4	4	20	20	0	55				0	55	\$5,410		
Existing Data Sources Summary	0	2	2	2	2	24	24	0	56				0	56	\$5,060		
Data Collection Plan	2	4	2	2	2	36	36	0	84				0	84	\$7,870		
Existing Physical Characteristics and Community Impacts	4	8	12	24	16	24	32	0	120				0	120	\$13,380		
Conceptual Design and Analysis	2	2	16	0	48	0	60	32	160				0	160	\$17,290		
<b>SUBTOTAL</b>	<b>9</b>	<b>20</b>	<b>34</b>	<b>32</b>	<b>72</b>	<b>104</b>	<b>172</b>	<b>32</b>	<b>475</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>475</b>	<b>\$49,010</b>		
<b>Task 4: Report National Best Practices for Accommodating Trucks</b>																	
Best Practice Data Base	1	2	0	4	2	0	2	0	11				0	11	\$1,390		
Truck Management Approaches Report	2	10	8	4	24	8	32	8	96				0	96	\$10,770		
<b>SUBTOTAL</b>	<b>3</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>26</b>	<b>8</b>	<b>34</b>	<b>8</b>	<b>107</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>107</b>	<b>\$12,160</b>		
<b>Task 5: Recommended Truck Routes, Community Strategies, and Implementation Plan</b>																	
Truck Routing and Implementation Strategy	6	32	24	36	40	80	80	24	322				0	322	\$34,580		
Revised City of Fresno Truck Route Map	2	2	2	2	16	4	16	8	52				0	52	\$5,670		
City of Fresno Truck Route Ordinance	2	2	2	12	2	16	12	0	48				0	48	\$4,970		
Planning Commission and City Council Hearings	0	12	16	4	4	0	0	12	48				0	48	\$6,680		
<b>SUBTOTAL</b>	<b>10</b>	<b>48</b>	<b>44</b>	<b>54</b>	<b>62</b>	<b>100</b>	<b>108</b>	<b>44</b>	<b>470</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>470</b>	<b>\$51,900</b>		
<b>Total Project Person Hours</b>	<b>36</b>	<b>196</b>	<b>182</b>	<b>102</b>	<b>163</b>	<b>213</b>	<b>315</b>	<b>137</b>	<b>1344</b>	<b>124</b>	<b>52</b>	<b>166</b>	<b>80</b>	<b>422</b>	<b>1,766</b>		
<b>Total Project Fees</b>	<b>\$9,380</b>	<b>\$50,380</b>	<b>\$31,850</b>	<b>\$10,710</b>	<b>\$18,745</b>	<b>\$17,040</b>	<b>\$26,775</b>	<b>\$13,015</b>	<b>\$157,875</b>	<b>\$28,040</b>	<b>\$9,860</b>	<b>\$29,050</b>	<b>\$6,800</b>	<b>\$71,250</b>	<b>\$229,125</b>		
<b>DIRECT COSTS</b>																	
Travel and Mileage																\$650	
Traffic Counts																\$15,000	
Meeting and Outreach Materials																\$5,000	
<b>TOTAL PROJECT COST</b>																<b>\$249,975</b>	



## Agreement Exhibit B

### INSURANCE REQUIREMENTS Consultant Service Agreement between City of Fresno (CITY) and IBI Group (CONSULTANT) South Central Fresno Assembly Bill 617 (AB 617) Community Truck Reroute Study

#### **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.

#### **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.

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 to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee. At the option of the CITY'S Risk Manager or 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 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 operations by use of ISO Form CG 20 10 11 85 or CG 20 10 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 relating 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 (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 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.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

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 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.

### **VERIFICATION OF COVERAGE**

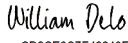
CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or designee prior to CITY'S execution of the Agreement and before work 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.

**SUBCONTRACTORS** - If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any work by the subcontractor.

**Agreement Exhibit C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
**South Central Fresno Assembly Bill 617 (AB 617)**  
**Community Truck Reroute Study**

		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: \_\_\_\_\_  
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 Signature \_\_\_\_\_  
 5/18/2022

Date \_\_\_\_\_  
 william Delo

(Name) \_\_\_\_\_  
 IBI Group, A California Partnership

(Company) \_\_\_\_\_  
 18401 Von Karman Avenue , Suite 300

(Address) \_\_\_\_\_  
 Irvine, CA 92612

(City State Zip)

Additional page(s) attached.

**EXHIBIT D - ACCEPTANCE OF INDEMNIFICATION AND INSURANCE REQUIREMENTS**

(Submit with Proposal)

Respondent's Name IBI Group, A California Partnersh

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**FOR: SOUTH CENTRAL FRESNO ASSEMBLY BILL 617 (AB 617)  
COMMUNITY TRUCK REROUTE STUDY**

The Respondent shall sign below that the Respondent accepts in whole the Indemnification and Insurance Requirements set forth in the Standard Agreement (Exhibit B). If the Respondent takes exception to some portions, those portions shall be listed here below and the Respondent shall sign that the Respondent accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

- ACCEPT**
- DO NOT ACCEPT**

**If "DO NOT ACCEPT" is checked, please list exceptions:**

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Signature of Authorized Person

william delo

Type or Print Name of Authorized Person

**EXHIBIT E - NON-COLLUSION AFFIDAVIT**

**FOR: SOUTH CENTRAL FRESNO ASSEMBLY BILL 617 (AB 617)  
COMMUNITY TRUCK REROUTE STUDY**

(Submit with Proposal)

Respondent's Name William DeLo IBI Group, A California Pa

Respondent declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Respondent has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Respondent or of any other Respondent, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Respondent has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Respondent in this general business.

**The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.**

Respondents are cautioned that making a false certification may subject the certifier to criminal prosecution.