

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

THIS AGREEMENT (Agreement) is made and entered into, effective \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and Alta Planning + Design, Inc. (Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional planning and engineering services for the development of the Mobility Design Guide (Project); and

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

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

WHEREAS, this Agreement will be administered for the City by its Public Works Department Director (Director) or designee.

**AGREEMENT**

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

1. Scope of Services.

The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

The Consultant shall make as many submittals as may be necessary or desirable to obtain the acceptance by the City and shall assist the City in applying for and obtaining from applicable public agencies any approval permit, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to the City.

2. Term of Agreement and Time for Performance.

This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or June 30, 2027, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within Four Hundred and Eighteen (418) consecutive calendar days from such authorization to proceed.

3. Compensation.

(a) The 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 Two Hundred and Ninety-Eight Thousand Dollars (\$298,000), paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**, and a contingency amount not to exceed Fifteen Thousand Dollars (\$15,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

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

4. Termination, Remedies, and Force Majeure.

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

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

(c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant,

nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

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

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

(f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers.

(g) The Consultant shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

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

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

(b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any

other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings, and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written verification by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.

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

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

6. Professional Skill.

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

7. Indemnification.

To the furthest extent allowed by law, including California Civil Code section 2782.8, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses, and cost to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which

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**Exhibit A**

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

(b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance 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 the Consultant shall be withheld until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

#### 9. Conflict of Interest and Non-Solicitation.

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

(b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government

Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.

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

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

(e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

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

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

#### 10. Recycling Program.

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

(a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.

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

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

12. Nondiscrimination.

To the extent required by controlling federal, state, and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

(a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color,

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national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

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

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

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

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

### 13. Independent Contractor.

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

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

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

14. Notices.

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

15. Binding.

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

16. Assignment.

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

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

17. Compliance With Law.

In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver.

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

19. Governing Law and Venue.

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

20. Headings.

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

21. Severability.

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

22. Interpretation.

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

23. Attorney's Fees.

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

24. Exhibits.

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

25. Precedence of Documents.

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

26. Cumulative Remedies.

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

27. No Third-Party Beneficiaries.

The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement.

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

29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,  
A California municipal corporation

Alta Planning + Design, Inc.,  
Corporation

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

By: Steven Frieson  
Signed by: Steven Frieson  
95E33BB6EF434F2...  
Name: Steven Frieson

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Title: Vice President  
\_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: Daniel E. Casas 4/27/2026  
Signed by: Daniel E. Casas  
8CA222CC4A66409... Date  
Daniel E. Casas  
Senior Deputy City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_

REVIEWED BY:

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

\_\_\_\_\_  
Scott Mozier, PE, TE, Director  
Public Works Department

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

ATTEST:  
AMY K. ALLER,  
Interim City Clerk

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

Addresses:  
CITY:  
City of Fresno  
Attention: Andreina Aguilar, Chief  
Engineering Technician  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-8674  
E-mail: andreina.aguilar@fresno.gov

CONSULTANT:  
Alta Planning + Design  
Attention: Lisa Ballard, PE, Project  
Manager  
2101 4th Avenue  
Seattle, WA 98121  
Phone: (206) 666-3834  
E-mail: lisaballard@AltaGo.com

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

## EXHIBIT A

### SCOPE OF SERVICES Consultant Service Agreement between City of Fresno (City) and Alta Planning + Design (Consultant) Mobility Design Guide

#### **Fresno Mobility Design Guide Scope of Work**

#### **Project Description and Overview of Services**

The Mobility Design Guide (MDG) project is to develop a reference document that provides the tools and practical guidance necessary for engineers, planners, designers, and decision-makers to conceptualize, design, and implement transportation systems that are safe, sustainable, and accessible for all users. The MDG shall provide consistent design principles and elements that ensure uniformity and comfort across the City's transportation system and promotes multimodal infrastructure that fosters inclusive and resilient communities. It is important and required that the MDG includes effective community engagement to ensure the community's needs and policies are reflected in the document.

The following services will be provided:

- Review and summarize current City Standards and Specifications, plans, policies, and other technical resources
- Analyze current city publications and resources in relation to regional, state, and federal guidance
- Lay out framework for a Stakeholder Advisory Committee (SAC) which shall consist of a diverse group of individuals
- Coordinate up to five (5) virtual and/or in-person SAC meetings to guide and inform the development of the MDG and public outreach process
- Develop the MDG document structure that covers mobility and design topics such as, but not limited to, pedestrian facilities, bicycle facilities, personal mobility devices, transit facilities, traffic calming, shared facilities, etc.
- Prepare Community Engagement Plan (CEP) that includes strategies to ensure a diverse representation and include tactics to maximize engagement
- Must include public community meetings (at least seven (7)), engagement in established community events, and surveys
- Develop renderings of mobility designs that create accessible, safe, and sustainable transportation systems for all users integrating and prioritizing community needs and context-sensitive planning and engineering
- Develop a Draft and Final Plan for the MDG
- Prepare a presentation to present to the Fresno City Council prior to adoption.

## **Task Descriptions**

The work of this project will be completed through the tasks described in this section, focusing on the City's main priorities

### **Task 1 Existing Conditions and Analysis**

The Mobility Design Guide will provide consistent design principles and elements, unifying existing City Standards and Specifications, plans, policies, and other technical resources. These standards will be analyzed in relation to regional, state, and federal guidance to provide uniformity and comfort across Fresno's transportation system.

#### **Task 1.1 Project Kickoff**

Following the receipt of the NTP, Alta will convene a virtual kick-off meeting up to 90 minutes long with City of Fresno staff. Objectives for the kick-off meeting will include:

- Review assumptions and confirm or adjust scope, schedule, and budget
- Establish overall expectations, including communication channels and protocols
- Confirm anticipated schedule for project management meetings, invoicing, and progress reporting
- Discuss Community Engagement Plan
- Discuss initial data needs and stakeholder contacts
- Alta will supply an agenda to City of Fresno staff prior to the meeting; following the meeting, Alta will provide meeting minutes and action items to City of Fresno staff for review and approval.

#### **Task 1.2 Monthly Status Meetings**

Alta will hold regular virtual coordination meetings with City staff and task leaders to advance technical work, manage the schedule, and maintain steady progress. The Project Manager and task leaders will participate as needed to coordinate technical work, manage the schedule, and maintain steady progress. Team members are also available for task-specific calls.

#### **Task 1.3 Existing Plans, Policies, and Guidelines**

Our team will prepare a matrix of existing Fresno policies and guidelines related to transportation and mobility that allows for quick identification of pedestrian, bicycle, transit, auto, and emerging mobility standards. Alta will take our review and documentation of local plans, standards, and policies and compare them against proven practices documented in local, state, and national guidance, and academic research, where applicable. The comparison will be added to the matrix which will categorize design elements by theme (e.g. bikeways, sidewalks, transit stops, intersections) and compares them based on how they conform to or deviate from

the appropriate thresholds. This matrix will allow the consultant team and the City to use data and professional judgment to find practical ways to bring local policies and guidance in line with proven practices and provide a foundation for setting specific thresholds to guide the selection of appropriate design treatments in subsequent tasks. For example, if Fresno has a policy that will prevent the implementation of a desired design treatment, this memo and matrix will identify it as an incompatibility that needs to be resolved. Likewise, if nationally recognized design guidance (not standards) has established thresholds (e.g., volume and speed thresholds for bike facility implementation) that are completely impractical in the context of Fresno, this analysis will daylight those discrepancies so that they can be addressed in the final Design Guide.

In addition to the documents identified in the grant application, Alta will review, at minimum, the following:

- City of Fresno: Systemic Local Roadway Safety Plan, Municipal Code, Highway 41 + North Corridor Complete Streets Plan, Kings Canyon Corridor TOD Study
- State/Caltrans: CA Highway Design Manual, Sustainable Freight Action Plan, Design Information Bulletins (DIBs) 82, 89, 94, Assembly Bills 43, 413, Senate Bill 1216
- Federal/National: FHWA *Bikeway Selection Guide*, FHWA *Separated Bikeway Design Guide*, FHWA *Pedestrian Safety at Uncontrolled Crossings*, NCHRP Report 926: *Guidance to Improve Pedestrian and Bicyclist Safety at Intersections*, APBP *Essentials of Bike Parking*
- NACTO (not in grant): *Designing for Things with Small Wheels, Shared Micromobility Guidelines*

Alta will review one round of consolidated, non-conflicting comments from City staff on the draft matrix and accompanying memo to incorporate into the Existing Conditions Summary Report. Treatments identified in this memo will be the basis for the Guide and may be included in the Guide's drawings and renderings. The City should identify any missing transportation design elements during their draft review that they would like to see included in the final document.

#### **Task 1.4 Inventory of Constraints**

Alta will identify and map constraints for design elements within Fresno including both policy constraints and physical barriers such as freeways and waterways that reduce options for multimodal connectivity. We will also use the data compiled in the existing conditions memo to identify where physical and operational characteristics create constraints to implementing design elements without significant trade-offs. Physical constraints could include narrow rights-of-way or pinch points and operational constraints could include heavy traffic volumes, high speeds, collision history, or high parking occupancy/turnover rates. We will also use this

memorandum to initiate a discussion about the need to quantify tradeoffs or negative consequences, and the benefits of a street redesign so that City staff, elected officials, and the public can thoughtfully evaluate the advantages and disadvantages of projects.

Alta will review one round of consolidated, non-conflicting comments from City staff on the inventory of constraints for incorporation into the Existing Conditions Summary Report.

### **Task 1.5 Evaluation Framework and Performance Metrics**

A clear understanding of existing conditions and policies in Fresno will support trade-off discussions related to traffic analysis, parking and loading needs, and modal priorities. Community engagement will also help identify desired modal outcomes and preferred infrastructure characteristics unique to Fresno.

Alta will develop an evaluation framework to analyze and compare design alternatives in a consistent and transparent manner. This framework will support both project-level and program-level decision-making during implementation. It will highlight key differences between roadway typologies defined in the Fresno General Plan and assess considerations for implementing design elements, including physical constraints, operational trade-offs, and conditions for successful deployment.

Potential performance measures and metrics will also be identified and organized according to typologies, goals, and time horizons (near-, mid-, and long-term) for which performance can be tracked and reported. While design elements across the typologies may vary in measurability and impact, the project team will develop consistent evaluation methodologies to compare the potential benefits and trade-offs across all typologies.

Performance measures will draw from data collected in the existing conditions task. Some indicators may require deeper analysis—such as evaluating potential reductions in VMT or single-occupancy vehicle trips. To simplify communication of benefits and impacts, the team may consider aggregated or cumulative analyses of design elements applied in combination or at scale, using accepted methodologies such as those developed by the National Cooperative Highway Research Program (NCHRP). Alta will review one round of consolidated, non-conflicting comments from City staff for incorporation into the Existing Conditions Summary Report.

### **Task 1.6 Existing Conditions Summary Report (Draft and Final)**

The technical memoranda will be combined into a draft Existing Conditions Summary Report, giving City staff the opportunity to review all existing condition findings together in a single document. Alta anticipates one round of consolidated, non-conflicting comments on the draft Summary Report, which will be incorporated into a final report.

### Optional Task: Peer Interviews (Not Budgeted)

With City input and approval, we will also conduct up to three 1-hour virtual interviews with peer DOTs and/or transit agencies to understand what is working with their Design Guidelines and what else they wish they would have included. Peer agencies may include Seattle, King County Metro, Vancouver, Culver City, Los Angeles, Tacoma, or San Jose. Final agency selection will be determined through discussions with City staff.

Results from these interviews will be included in the existing conditions memo and will be used to help guide engagement and Design Guide document structure.

#### Task

##### *Deliverables:*

- Kick-off meeting including agenda and minutes
- Monthly project meetings
- Schedule, budget, and work plan
- QA/QC plan
- Existing conditions and guidelines memo with matrix
- Inventory of constraints memo
- Evaluation framework and performance metrics memo
- Draft and final Task 1 Summary Report

### **Task 2 Engagement**

As the City of Fresno considers the development of a Mobility Design Guide, it will be critical to involve internal representatives, citywide stakeholders, and the general public in the process. Early and sustained involvement helps make a successful project, but drawn-out schedules can sap the interest of all but the most serious advocates.

We have developed the following detailed stakeholder and public engagement strategy that describes proposed events and identifies the schedule and key considerations for engaging the public in this project. Our team has extensive experience working with various local and regional stakeholders and implementing large-scale engagement strategies. We will leverage that experience to achieve successful coordination and collaboration on public outreach throughout the project.

#### **Task 2.1 Stakeholder and Public Engagement Plan**

At the outset of the project, the Alta will develop a Stakeholder and Community Engagement Plan (CEP) to define the City's goals and objectives for stakeholder and public engagement related to the project, and outline metrics to gauge the effectiveness of communication

strategies at key intervals. The CEP will also identify key stakeholders, community events and other pop-up opportunities, and a menu of outreach approaches to reduce barriers to participation and maximize engagement. The CEP will allow for an iterative process that adapts to community needs and will also inform the overall communications strategy and build directly upon outreach conducted for previous city initiatives. The CEP will prioritize partnerships with trusted community organizations and stakeholders to mobilize community participation, and capture community needs to shape the planning process.

### **Task 2.2. Stakeholder Advisory Committee (SAC)**

Alta will facilitate SAC meetings to guide development of the MDG and inform the public outreach process. Alta will work with City staff to define desired outcomes for each meeting and develop annotated agendas. Early meetings may focus on existing conditions findings and the policy/standards landscape, while later meetings will address specific design standards where professional judgment and community values intersect. For example, reconciling lane width guidance and desires between Caltrans, FAX, and NACTO, or evaluating trade-offs when reallocating roadway space. The SAC will serve as a forum for building alignment among participants with different technical perspectives and priorities, including City engineering and planning staff, the transit agency, and community stakeholders. Alta will prepare detailed meeting summaries documenting input received and how feedback will be incorporated into the MDG. All SAC meetings are anticipated to be virtual.

### **Task 2.3 Community Workshops**

Alta will lead in-person community workshops to garner information about the mobility needs of the general public, and to collect feedback on the recommended design standards. To increase participation and representation from different communities, we also recommend hosting virtual workshops. We anticipate working with city staff to host these in-person and virtual meetings. For each meeting, Alta will prepare meeting presentations and collateral materials (e.g., display boards, maps, agendas, handouts, sign-in sheets, and comment cards). We anticipate that the City will take the lead on the development of all promotion and materials.

### **Task 2.4 Stakeholder and Public Engagement Pop-Ups**

Alta will host pop-up events at existing community events such as festivals, school activities, and farmers markets, in locations representing broad geographic and demographic distribution. Pop-up opportunities will be identified collaboratively through the CEP and updated throughout the process in coordination with the SAC.

### **Task 2.5 Stakeholder and Public Engagement Survey**

In consultation with city staff our team will develop a stakeholder and public engagement survey to request information about mobility needs and opportunities from various sectors from the community. The survey will be designed to solicit input and help educate stakeholders and the public about mobility design standards and their importance.

To inform the design standards, the survey may also include a section where respondents are presented with example images or renderings of mobility facilities. Results from the preference survey will help inform the final design standards. We will have printed copies of the survey available at in-person events for those with limited internet access.

### **Task 2.6 Summary of Engagement**

At the conclusion of engagement activities, Alta will develop a memo documenting all activities and findings. We anticipate developing a draft memo and will address one set of consolidated non contradictory comments on the memo.

#### *Deliverables:*

- Draft and Final Stakeholder and Public Engagement Plan
- Stakeholder Advisory Meetings (up to 5)
- Seven (7) community workshops (3 in person; 4 virtual)
- Draft and Final Stakeholder and Public Engagement Survey
- Summary of Engagement Memo

### **Task 3 Design**

Building on completed existing conditions work and feedback collected during engagement, Alta will prepare the Mobility Design Guide which will include a review of recommended design standards for elements including but not limited to, pedestrian facilities, bicycle facilities, personal mobility devices, transit facilities, traffic calming, and shared facilities.

Street classification guidance will be identified based on the typologies from the Fresno General Plan (Superarterial, Arterial, Collector, Local). Classification guidance will help City staff, developers, and community members understand what is possible on their streets. Guidance may be identified as required or optional based on City professional judgement. Alta will develop a checklist of design elements that City staff can mark as required or optional on each street typology. The street typologies section will help identify qualitative factors for design treatments that will allow future decision makers to consider the full context of a design decision and apply their own judgement and expertise. Alta will develop example cross sections to illustrate how these design elements may interact together on each street typology.

Alta will provide renderings, illustrations, and photos of mobility designs that create accessible, safe, and sustainable transportation systems for all users integrating and prioritizing community needs and context-sensitive planning and engineering. Renderings and illustrations may feature design elements on their own or may feature multiple design elements as they work together, such as curb ramps and crosswalks. They may include high level dimensioning for technical reference.

Alta will develop new renderings and illustrations specifically for Fresno, supplemented by graphics adapted from Alta's existing design guide library, reformatted to match Fresno's visual identity and color palette. Renderings are custom-created graphics showing design scenarios, perspective street views, detailed cross sections, and context. Illustrations are lower-effort schematic or diagramming graphics. Quantities are identified in the Summary of Assumptions.

Alta's in-house graphic design and technical editing teams will provide a cohesive, reader-friendly document up to 200 pages in length, including appendices.

*Deliverables:*

- Branded document template to match Fresno's visual identity and color palette
- Street classification guidelines
- Street classification cross sections
- Renderings, illustrations, and photos of design elements.

#### **Task 4 Draft and Final Guidelines**

Alta will develop an outline, a draft and final Mobility Design Guide and City Council presentation materials.

##### **Task 4.1 Develop and Refine MDG Outline**

Alta will develop the MDG outline early in the project and refine collaboratively with the City. We propose organizing the MDG like the structure of the Culver City Complete Streets Design Guide while aligning closely with the facility types and multimodal elements identified in the grant application.

Chapter 1: Introduction — Guiding Principles, How to Use This Document, Policy Context

Chapter 2: Street Design Standards will establish consistent multimodal street standards, organized by functional classifications and supported by cross section renderings, intersection guidance, and special designation corridors. Key components include:

- A description of the design zones: sidewalk, curb, and movement

- Renderings of each street classification with a description, purpose and standard widths within each design zone, required, recommended, and context dependent elements dependent elements
- Intersection treatments supporting bicycle and pedestrian safety
- Special designation corridors and places (active transportation, transit priority, freight, transit centers, mobility hubs) with illustrations of different treatments for active transportation and transit priority
- Speed design framework
- Supporting maps, tables, and graphics

Chapter 3: Design Elements & Technical Standards will serve as a practitioner focused catalog of multimodal design elements across Fresno's right of way. For each element, the MDG will define required and recommended standards, illustrated through clear diagrams and supported by technical references. Content will include guidance for pedestrian, bicycle, transit, curbside, and vehicular/freight design elements, as well as crosscutting topics such as lighting, accessibility, wayfinding, landscaping, traffic calming, intersections, and stormwater integration.

Design elements will be paired with high level illustrations demonstrating typical layouts, dimensions, and operational considerations. More detailed specifications such as dimensions will be developed during the project.

Chapter 4: Implementation will describe the process for the City and project partners to reconcile design choices in a limited right-of-way. While the specific process will be shaped collaboratively during the project, the implementation framework will generally begin by establishing clear and measurable goals for a project. It will incorporate community and stakeholder engagement, technical analysis, and evaluation of trade-offs.

#### **Task 4.2 Prepare Draft Guidelines**

Using the technical material developed in Task 1, the engagement feedback collected in Task 2, and the graphics developed in Task 3, Alta will prepare draft guidelines.

All materials developed as part of the Design Guide document will be prepared and reviewed for compliance with the Americans with Disabilities Act (ADA) and the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, consistent with the U.S. Department of Justice's new rule on the accessibility of web content and mobile applications provided by state and local governments. For jurisdictions serving populations of 50,000 or more, such as Fresno, compliance with the rule's requirements is required by April 26, 2027.

### **Task 4.3 Prepare Final Guidelines**

Following one round of consolidated, non-conflicting feedback on an initial Draft Design Guide, Alta will develop a Final Draft Design Guide document for City review. City comments on this Final Draft will be incorporated as necessary.

### **Task 4.4 City Council Presentation**

Alta will support City staff in presenting the Design Guide to the City Council, assist with the meeting agenda, and prepare a PowerPoint slide deck. Alta will assist City staff with creating the meeting agenda. Alta will prepare a PowerPoint slide deck for City staff presentation. Any last comments from Council, stakeholders, and the public will be reviewed and addressed as needed.

### **Task 4.5 Final Design Guide**

Following Council approval, Alta will finalize the Design Guide. Final materials will be provided to the City in a PDF and editable InDesign file.

#### *Deliverables:*

- Draft Mobility Design Guide
- Final Draft Mobility Design Guide
- City Council presentation and PowerPoint
- Final MDG PDF and InDesign file

### **Task 5 Monthly Invoices and Progress Reports**

Alta will submit monthly invoices accompanied by a progress report summarizing work completed, activities planned for the following month, and any updates to the project schedule.

#### *Deliverable:*

- Monthly invoices, schedule updates, and progress reports

### **Summary of Assumptions**

#### **Project timeline and administration:**

- Up to 13-month project duration, NTP May 8, 2026 with completion by or before June 2027
- Up to 24 virtual project management or technical meetings (1 hour monthly, with option for 30-minute biweekly during intensive phases)
- City will provide a single point of contact for consolidated feedback

- City will provide all existing internal data, standards, specifications, and policy documents within 2 weeks of kickoff

**Cross project coordination:**

- Alta recognizes that the City is concurrently developing Transit Design Guidelines and a Toolkit through FAX (RFP 12600774).
- We assume the MDG will address transit as it relates to the street environment (bus bulbs, dedicated transit lanes, transit signal priority, queue bypass treatments, and multimodal access to transit stops) while deferring detailed passenger facility design to the Transit Design Guidelines.
- Alta will coordinate closely with the Transit Design Guidelines consultant to ensure consistency, avoid duplication, and support integrated multimodal outcomes.

**Existing conditions and analysis:**

- The City will provide links to city and regional planning and policy documents, or provide access if not available to the public
- Mapping and GIS uses existing data and layers, with minimum needs to collect new data, such as right-of-way widths

**Review cycles:**

- All deliverables assume one round of consolidated, non-contradictory comments from City staff
- Renderings assume up to two rounds of consolidated non-conflicting comments
- City comments will be provided within two weeks of document submittal

**Graphics and renderings:**

- Up to fifteen (15) new renderings and five (5) new illustrations, supplemented by up to forty (40) illustrations from the Alta library, stylized to match the Fresno color palette, and photos
- The MDG will reference existing City Standards and Specifications but will not include the creation of new CAD standard drawings or engineering construction documents
- Document length up to 200 pages
- Final materials delivered as PDF and editable InDesign files

**Community engagement:**

- Seven (7) community workshops (3 in-person, 4 virtual)
- Up to five (5) Stakeholder Advisory Committee meetings, held virtually
- City will handle meeting space logistics and reservations for in-person events
- Translation services provided by the City or budgeted separately
- City will coordinate with CMAC for livestreaming/recording

- City will lead social media and public notice distribution through PIO, with consultant providing content

**Engagement:**

- Up to five (5) SAC meetings, held virtually
- Up to three (3) in-person community workshops and four (4) virtual workshops, scheduled to be handled in two trips
- Up to six (6) pop-up events at established community events, scheduled to be handled in the same trips as the workshops
- Alta will assign three (3) people for in-person workshops, two (2) for virtual workshops and pop-up events.
- Survey will be developed in English; translation into Spanish (and other languages) is the responsibility of the City or budgeted separately
- Printed survey copies will be available at in-person events

**Out of scope:**

- Environmental review or CEQA analysis
- Complex design or engineering work (per the grant checklist's explicit exclusion)
- Traffic analysis, modeling, or traffic impact studies
- New CAD standard drawings or construction documents
- Implementation of any recommended design treatments
- Updates to the City's existing Standard Drawings or Standard Specifications documents (the MDG may identify where updates are needed, but making those changes is a separate effort)

**Council presentation:**

- One City Council meeting attended by Project Manager
- City staff will present; Alta provides PowerPoint



**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

MINIMUM LIMITS OF INSURANCE

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.

#### 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 under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.
5. All policies of insurance required herein shall be endorsed to provide that

the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 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.

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

7. The fact that insurance is obtained by 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.

#### CLAIMS-MADE POLICIES

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by 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.

#### 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 subcontracts any or all of the services to be performed under this Agreement, Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, Consultant shall require and verify that 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 commencement of any work by the subcontractor.

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**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
Mobility Design Guide

		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: \_\_\_\_\_

NA

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed by:  
  
95E33BB6EF434F2...

Signature \_\_\_\_\_

4/20/2026

Date

Steven Frieson

Name

Alta Planning + Design

Company

Alta Planning + Design

Address

Los Angeles, CA 90017

City, State, Zip

Additional page(s) attached.