

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

THIS AGREEMENT is made and entered into effective the 21st day of June 2018, by and between the CITY OF FRESNO, a California municipal corporation (CITY), and Placeworks, Inc, a California Corporation (CONSULTANT).

RECITALS

WHEREAS, CITY desires to obtain professional Planning services for the Industrial Compatibility Study (Project); and

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

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

WHEREAS, this Agreement will be administered for CITY by its Development and Resource Management Director (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 December 31, 2019, 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 of Ninety thousand and nine hundred dollars (\$90,900). Such fee includes all expenses incurred by CONSULTANT in performance of the services.

(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.

(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) seven (7) calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

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

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

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

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

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

possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

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

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

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

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

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. No Material Litigation. CONSULTANT, its subconsultants or agents, shall not be a party to any litigation pertaining to the subject matter of this Agreement whether the City is a party to the litigation or not. CITY, in its sole and absolute discretion shall determine if litigation pertains to the subject matter of this Agreement. The City may terminate this Agreement without any liability to the City for breach of this section.

12. 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.

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

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

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

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

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

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

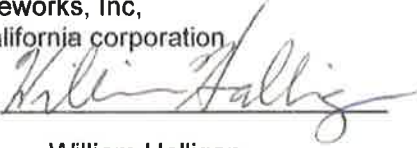
[Signatures follow on the next page.]

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


Placeworks, Inc,
a California corporation

By: _____
[Name],
[Title]

By: 
Name: William Halligan

ATTEST:
DOUGLAS T. SLOAN
City Attorney

Title: Principal and Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By:  6/14/18
Date
Brandon M. Collet
Senior Deputy

By: 
Name: Keith McCann

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

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

By: _____
Deputy
Date

Any Applicable Professional License:
Number: N/A
Name: _____
Date of Issuance: _____

Addresses:

CITY:
City of Fresno
Attention: Sophia Paguolatos,
Planning Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8062
FAX: (559) [#]

CONSULTANT:
Placeworks, Inc
Attention: Steve Noack,
Principal
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709
Phone: (510) 848-3815
FAX: [area code and #]

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 [Consultant Name] (Consultant)
Industrial Compatibility Study**

[Describe Scope of Service]

EXHIBIT A: SCOPE OF WORK AND COSTS

This exhibit describes the scope of services, schedule, products, and meetings for the Industrial Land Use Compatibility Study to be conducted by PlaceWorks for the City of Fresno.

SCOPE OF SERVICES

Task 1. *Data Collection and Mapping*

1.1 **Economic Profile**

PlaceWorks will conduct an economic analysis of the City and the region. We will analyze the structure of the regional economy, the City's share of economic activity, and labor force and employment trends. The analysis will provide a detailed exploration of industrial economic activity. We will forecast future industrial employment and future industrial development. We will estimate the economic impact of existing and future industrial economic activity using BEA Regional Input-Output Modeling System (RIMS II) multipliers. Based on the findings of our analysis, we will provide recommendations for economic development and strategies to reduce conflicts between existing and planned industrial and residential uses.

In preparing the analysis, we will collaborate with the City's economic development team, the Fresno Economic Development Corporation, staff at the Fresno State Office of Community and Economic Development, and other economic development stakeholders identified by City staff. As noted in our overall outreach strategy, we will engage these groups early in the process to ensure that our analysis builds on, rather than replicating, existing economic analyses. We will also vet our findings and recommendations with these groups prior to finalizing the economic profile report.

We will prepare a draft economic profile report. The report will include a graphically-rich executive summary that can stand on its own, a detailed description of the analysis and findings, and recommendations. We will submit the draft report in a digital format. We will review the draft report with City staff and make revisions based on input from the meeting and one round of consolidated comments. We will submit the final report in a digital format, which will also include stand-alone graphics that may be incorporated into presentation materials for the public outreach process.

Deliverables:

- Draft Economic Profile Report (digital format)
- Final Economic Profile Report and standalone graphics (digital format)

1.2 GIS-Data Review, Collection, and Verification

PlaceWorks will work with City staff to review, verify, and collect parcel level data related to existing and planned industrial land uses and adjacent sensitive land uses such as, residential, schools, day care centers, parks and open space. Data attributes will include the location, age, size, condition, and intensity as it relates to specific business types. Data will then be analyzed to determine existing and future land use compatibility issues.

PlaceWorks assumes that a large portion of the data will be available through the City's Industrial Capability Study Historic and Current Conditions Report and GIS database, and will include information on existing and planned/zoned industrial property with sensitive uses for the 45 study areas within the City of Fresno Sphere of Influence (SOI).

Prior to the start of Task 3, Prepare Assessment of Compatibility, PlaceWorks will work with City staff to gather and present all parcel level data gathered in Task 1.2 through a series of interactive web based map applications. Once data is reviewed and verified by City staff, PlaceWorks will develop clearly defined modeling parameters in order to move forward with the spatial analysis and modeling task.

Deliverables:

- Interactive, web based map applications
- Modeling parameters

1.3 Background Reports

PlaceWorks' Tech Team will prepare a series of background reports that describe the regulatory environment in key environmental areas as described below. These reports will be written as educational pieces, to provide stakeholders with an understanding of the underlying multi-agency regulatory environment governing industrial land uses. This information will also be incorporated into the compatibility analysis in Task 3. We will prepare draft and final versions of the reports, to allow for City staff review and comment.

a. Air Quality

Fresno's industrial areas are clustered along SR-99, SR-41, airport, and rail. Industrial uses in the City include a range of range of industries including manufacturing, assembly, wholesaling, distribution, and storage activities. These uses tend to have heavy truck traffic as associated diesel particulate matter (DPM). Some facilities, such as agricultural, food processing (including animal rendering) facilities, also can generate substantial odors that generate odor complaints in the community. Additionally, some manufacturing uses generate toxic air contaminants (TACs) that may be hazardous to people, especially sensitive populations, such as the young and elderly. Infill development in Fresno supports local goals to improve the connection between jobs and house but has the potential to place sensitive receptors near existing sources of air pollution. On the opposite end, placement of sensitive receptors near thriving industrial areas may make it more challenging for existing businesses to expand. The San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) regulates stationary (permitted) sources of emissions within the City. For the proposed project, PlaceWorks will document the

regulatory environment for residential and industrial uses and how they affect land use decisions within City. New regulations include Assembly Bill 617, which requires the SJVAPCD to designate communities as disadvantaged communities. PlaceWorks will also identify site-specific studies depending on proximity to/from residential areas that would be needed in order to ensure that placement of new residential would not result in an increased air quality burden to either the new residences or existing industries.

b. Hazardous Materials

PlaceWorks will provide an overview of local, regional, state and federal regulations governing hazardous materials associated with generalized industrial use types in Fresno. The report will provide a listing of regulatory agencies and the general requirements for the transport, handling, use and disposal of hazardous materials. In addition, the report will address the regulation of contaminated sites, and provide a listing of required remedial actions and clean up levels associated with various land uses, including residential.

c. Noise

For the proposed project, PlaceWorks will document the regulatory noise environment for residential and industrial uses and how they affect land use decisions within City. PlaceWorks will also identify site-specific studies depending on proximity to/from residential areas that would be needed in order to ensure that placement of new residential would not result in an increased burden to either the new residences or existing industries.

d. Transportation and Traffic

PlaceWorks will review available traffic and freight studies, and the City's circulation element to identify existing truck routes, existing and future traffic volumes, congested areas, and issues related to truck traffic to support the industrial land use compatibility study. In addition, automobile and truck traffic generation rates from a variety of industrial land use types will be provided to identify land uses with the highest potential to generate truck traffic and help guide the project team and stakeholder to make land use and circulation decisions. Our scope includes maps depicting existing and future traffic volumes with an emphasis on areas where land use incompatibilities will be identified. A menu of recommendations to be considered to reduce impacts from transportation and minimize incompatibilities with land uses will be identified and ranked in terms of timing, cost and difficulty of implementation.

Deliverables:

- Draft and final background reports in digital format.

Task 2. Conduct Public Outreach

Applying our principals of public engagement and our experience with collaborating with Fresno stakeholders, we would propose a public outreach and engagement process built on the following phases and steps:

2.1 Scoping and Education

To give the study credibility and give the stakeholders ownership, it will be key to engage stakeholders in defining the questions to be asked and information to be gathered. We want all stakeholders to feel we are their project team, their experts. It will also be critical to establish a shared base of knowledge and shared expectations for the process. We propose to achieve these goals through:

- Up to 10 Phone interviews with representative leaders from all constituencies.
- Three scoping and education workshops in the three prime concentrations of adjacent industrial and residential use and zoning. These sessions would be timed, translated and located to enable everyone to participate.
- On-line, email and postal service surveys to solicit individual input. As part of the on-line engagement forum we will provide a link to an interactive map and spreadsheet to identify and describe sites of incompatibility. We will also welcome similar input through email and postal mail, to make the process accessible to all stakeholders.

All of these activities will be educational in both directions—participants will learn about all aspects of industry, (including its' contribution to the local economy) and industrial compatibility in Fresno, the steps in the study process and how they can be involved; the project team will learn who is most interested, what issues and questions are most important to participants, where there is common ground and where trust needs to be nurtured.

Deliverables:

- Stakeholder lists (in collaboration with City staff)
- Draft and final phone interview questionnaires
- Interview notes, and summary
- Collateral materials for the scoping workshops (PowerPoint or boards with stations)
- Scoping workshop summaries
- Website or web page on City's site; email content, mailing materials

2.2 Report Back and Refine Preliminary Results

After completing the data collection, draft mapping and initial assessment of compatibility, we will report these preliminary results to all stakeholders and collect their input. We will achieve this through:

- Three report back and feedback workshops in the three centers of adjacent industrial and residential use and zoning. As before, these sessions will be timed, translated and located to enable everyone to participate.
- On-line, email and postal service surveys.

Deliverables:

- Collateral materials for the presentation (PowerPoint or boards with stations)
- Workshop summaries
- Website or web page on City's site; email content, mailing materials

2.3 Develop Recommendations

After revising our preliminary results to incorporate public input, we will develop a draft menu of options and implementation strategy, as described in Tasks 4 and 5 below, and bring all these components back to the stakeholders through:

- One Compatibility Workshop—to review and improve the compatibility assessment and draft menu of options and implementation strategy, in order to assure full stakeholder involvement in this critical phase of the study.
- Agency Presentations—simultaneous with the Compatibility Workshop, we will arrange to present the draft findings of the study to all the concerned agencies' boards, commissions or appropriate staff groups. Importantly, in our proposed process, staff from each of these agencies will be informed and involved from the first step, so these presentations will be opportunities for agency leadership to review and give input on the draft results of a study their staff has helped conduct.

Deliverables:

- Collateral materials for presentation
- Meeting summaries
- PowerPoint presentations for agency meetings

Task 3. Prepare Assessment of Compatibility

The PlaceWorks team will assess existing and future land use adjacency compatibility issues by analyzing the existing conditions data gathered in Task 1.2 above, the City's General Plan and Development Zoning Code, and other adopted, neighborhood, and specific plans within the SOI. We will also review the feedback gained through Task 2.1 above. PlaceWorks will document existing and potential land use compatibility issues along with the existing conditions data through a series of maps and charts in Task 3.

PlaceWorks will develop a range of industrial land use classifications to define baseline conditions and develop the menu of options for future compatibility assessments. All data development, spatial analysis, and mapping work will be completed using ArcGIS Desktop 10.5 and ArcGIS Online web maps and applications. Spatial data modeling will be used to determine existing and future land use incompatibility issues based on the intensity of industrial uses and their existing and future impact on adjacent sensitive land uses.

Following the completion of this task, all collected and compiled data will be organized into a series of clearly defined GIS layers and transferred to the City as Geodatabase Feature Classes or Shapefiles. All spatial analysis and data modeling tools developed for Task 1.2 will also be packaged and transferred to the City. These tools along with the data will allow the City rerun the analysis and modeling process in the future in order to capture and compare change over time.

The results of this analysis will be presented to stakeholders, as described in Task 2.2 above.

Deliverables:

- Draft and final compatibility report

Task 4. Propose Menu of Options

PlaceWorks will prepare a menu of options for City Planning staff to use to address existing areas of incompatibility between industrial and residential uses, as well as for future industrial development applications. We will incorporate the findings from the land use compatibility analysis in Task 3, including feedback from Task 2.2. Drawing from our urban design and zoning expertise, we will provide a range of tools that focus on land use intensity, adjacencies and compatibility for each of the 45 study areas. In addition, we will address the need for future studies to assist in evaluating future industrial development entitlement applications. We will prepare administrative draft, draft and final versions of the options, to allow for City staff review and approval prior to the presentations to the groups identified in Task 2.3 above.

Deliverables:

- Menu of Options (three versions)

Task 5. Develop Implementation Strategy

PlaceWorks will write an implementation strategy that is based on the menu of options approved by City staff. As specified in the RFP, this report will provide a detailed description of each option, identify responsible parties, implementation steps, timing, and cost implications. The GIS compatibility assessment tool, developed in Task 3 will also be incorporated into the mix of implementation recommendations as a tool for City staff to use in identifying future land use incompatibility issues and determining the appropriate implementation measures. Once approved by City staff, we will present the implementation strategies to the public in a Compatibility Workshop as described in Task 2.3 above.

Subsequent to the workshop, PlaceWorks will prepare a final Industrial Compatibility Study. The final report will include the following sections:

- Introduction/Background
- Economic Profile
- Existing and Historical Conditions Report (possibly an appendix)
- Outreach Summary
- Compatibility Assessment Methodology, Criteria and findings
- Menu of Options
- Implementation Strategy

Deliverables:

- Implementation Strategy Report and matrix (two versions)
- Final Industrial Compatibility Study (two versions)

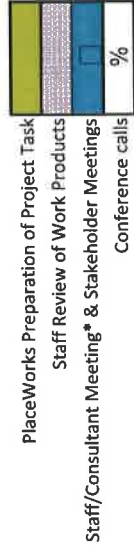
SCHEDULE, PRODUCTS, AND MEETINGS

Schedule

As shown in Figure 1, we anticipate that the project can be completed by June 2019, **assuming that the City's Industrial Capability Study Historic and Current Conditions Report is available by July 2018, as noted.** We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary. We have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

FIGURE 1 SCHEDULE

Tasks	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Task 1. Data Collection and Mapping											
1.1. Economic Profile	%	%									
1.2. GIS- Data Review, Collection, and Verification											
1.3. Background Reports											
Task 2. Conduct Public Outreach											
2.1. Scoping and Education											
2.2. Report Back and Refine Preliminary Results											
2.3. Develop Recommendations				%							
Task 3. Prepare Assessment of Compatibility											
Prepare Assessment of Compatibility					%						
Task 4. Propose Menu of Options											
Propose Menu of Options											
Task 5. Develop Implementation Strategy											
Develop Implementation Strategy									%		



*In-Person Meeting or Conference Call Before Stakeholder Meeting

- We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff and subconsultants with adequate time for editing and formatting into finished reports.
- We limit subconsultants' payments to specific milestones, so as to ensure that progress on the project is commensurate with billings.

Products

The following products will be submitted to [jurisdiction] in fulfillment of our proposed scope of work:

- Draft Economic Profile Report (digital format)
- Final Economic Profile Report and standalone graphics (digital format)
- Interactive, web based map applications
- Modeling parameters
- Draft and final background reports in digital format
- Stakeholder lists (in collaboration with City staff)
- Draft and final phone interview questionnaires
- Interview notes, and summary
- Collateral materials for all presentations (PowerPoint or boards with stations)
- Workshop summaries
- Website or web page on City's site; email content, mailing materials
- PowerPoint presentations for agency meetings
- Draft and final compatibility report
- Menu of Options (three versions)
- Implementation Strategy Report and matrix (two versions)
- Final Industrial Compatibility Study (two versions)

Meetings

Steve Noack of PlaceWorks and Steve Cancian will attend the seven (7) stakeholder meetings. Staff meetings will be in the form of monthly conference calls. Additional calls will be scheduled during key meeting preparation periods. We are available to attend additional meetings on a time-and-materials basis.

COST

As shown in Table 1, the estimated cost to complete the scope of work described in this proposal is \$99,900.

The billing rates for each team member are included in Table 1.

CITY OF FRESNO
INDUSTRIAL LAND USE COMPATIBILITY STUDY
EXHIBIT A: SCOPE OF WORK AND COSTS

PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

CITY OF FRESNO
INDUSTRIAL LAND USE COMPATIBILITY STUDY
EXHIBIT A: SCOPE OF WORK AND COSTS

TABLE 1 COST ESTIMATE

Task	PLACEWORKS										SUBCONSULTANT										
	Noack		Gunnels		Setwan		Clendenning		Vang		Carmen		Mazur		Sotelo		Intern		Steve Cancian		
	PIC	Economics	Project Manager	Hazardous Waste	Air Quality	Noise	GIS	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation
Hourly Rate:	\$230	\$215	\$135	\$180	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185	\$185
TASK 1. Data Collection and Mapping																					
1.1 Economic Profile	1	42	4																		
1.2 GIS	1	30	8																		
1.3 Background Reports	1																				
Task A. Subtotal	3	42	34	6	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
TASK 2. Conduct Public Outreach																					
2.1 Scoping and Education	12																				
2.2 Report Back and Refine Preliminary Results	4																				
2.3 Develop Recommendations	4																				
Task B. Subtotal	20	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TASK 3. Prepare Assessment of Compatibility																					
Prepare Assessment of Compatibility	8	80	20																		
Task C. Subtotal	8	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TASK 4. Propose Menu of Options																					
Propose Menu of Options	12	40																			
Task D. Subtotal	12	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TASK 5. Develop Implementation Strategy																					
Develop Implementation Strategy	12	40																			
Task E. Subtotal	12	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Hours Total	55	42	201	5	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Labor Dollars Total	\$12,650	\$9,050	\$77,135	\$1,080	\$740	\$740	\$740	\$740	\$740	\$740	\$740	\$5,180	\$1,480	\$1,480	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
PlaceWorks Percent of Total Labor	12%	9%	45%	1%	1%	1%	1%	1%	1%	1%	1%	6%	2%	2%	22%	22%	22%	22%	22%	22%	22%
EXPENSES																					
PlaceWorks Reimbursable Expenses																					
Subconsultants' Reimbursable Expenses																					
EXPENSES TOTAL																					
GRAND TOTAL																					

Assumptions

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings section above. Additional meetings would be billed on a time-and-materials basis. Steve Noack and Steve Cancian will attend all public workshops.
- All products will be submitted to the City of Fresno in electronic (PDF) format.

EXHIBIT B

INSURANCE REQUIREMENTS Consultant Service Agreement between City of Fresno (CITY) and [Consultant Name] (CONSULTANT) Industrial Compatibility Study

MINIMUM SCOPE OF INSURANCE

Exhibit B

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) and Cyber Liability (Privacy and Data breach) 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) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate.

6. **CYBER LIABILITY** insurance with limits of not less than:

- (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 his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing 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.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which Consultant is engaged with the City for such length of time as necessary to cover any and all claims

If the Professional (Errors and Omissions) and Cyber Liability insurance policy(ies) 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 policies 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 his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

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.


EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

Industrial Compatibility 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: _____



 Signature
 6-14-18

 Date
 Keith McCann

 (name)
 PlaceWorks

 (company)
 3 MacArthur Pl., Suite 1100

 (address)
 Santa Ana, Ca 92707

 (city state zip)

Additional page(s) attached.