

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

THIS AGREEMENT is made and entered into effective on April 28, 2022, by and between the CITY OF FRESNO, a California municipal corporation (the City), and Wallace, Roberts, and Todd, a Limited Liability Company (the Consultant).

RECITALS

WHEREAS, the City desires to obtain professional planning and environmental planning services for the Tower District Specific Plan Update (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a professional planning 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 Planning and Development Director (Administrator) or designee.

AGREEMENT

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through December 31, 2024, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) The Consultant's compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$400,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.
 - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of the City business. The City shall not be obligated to reimburse any expense for

which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

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

4. Termination, Remedies and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this

Agreement for default, such termination shall be deemed a termination for convenience.

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

5. Confidential Information and Ownership of Documents.

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

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

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

7. Indemnification. To the furthest extent allowed by law, 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 and litigation expenses) 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 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 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 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.
- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the 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 the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for the 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 the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure

and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.

- (c) 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 unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
 - (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 (i) above and the ongoing maintenance thereof.

11. General Terms.

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

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

- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its

officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.

- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
 - (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to 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, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By:  _____
7468A2609E1A4DF...ark
Director

Wallace, Roberts, and Todd, LLC.

By:  _____
DocuSigned by:
28C80F476AA643E...

Name: John Gibbs

Title: WRT Principal

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

By: _____

Name: _____

Title: _____

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


No signature of City Attorney required.
Standard Document **ALL-S GCS Agt
Not to Exceed (03-2022)** has been used
without modification, as certified by the
undersigned.

By:  _____
1EA6D654B4DE40A... S
Planning Manager

Any Applicable Professional License:
Number: PLA #4417 _____
Name: John Gibbs

Date of Issuance: 6/2000

ATTEST:
TODD STERMER, CMC
City Clerk

By:  _____
F9ABC6856CCF424...
Deputy

Addresses:

CITY:
City of Fresno
Attention: Sophia Pagoulatos,
Planning Manager
2600 Fresno Street, Suite 3065
Fresno, CA 93721
Phone: (559) 621-8062
E-mail: sophia.pagoulatos@fresno.gov

CONSULTANT:
WRT, LLC
Attention: Peter Winch, AICP
478 Tehama Suite 2B
San Francisco, CA 94103
Phone: 415.575.4722
E-mail: pwinch@wrtdesign.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 (the City)
and Wallace, Roberts, and Todd, LLC (the Consultant)**
Tower District Specific Plan Update

Tower District Specific Plan Update

WRT Proposed Scope of Work | April 15, 2022

We have structured the Project budget and scope of work described below, to adhere to available funding totaling of \$400,000. However, we have provided a number of scope enhancements which are highly recommended, and we believe are important for making the Specific Plan an effective implementation tool and bring additional rigor to the planning process. We look forward to discussing and prioritizing these enhancements with City staff.

Suggested scope enhancements appear in blue.

TASK 1: PROJECT INITIATION AND MANAGEMENT

Task 1.1: Project Kickoff

The WRT Team will participate virtually in a kickoff meeting with City Staff. The meeting will give us an opportunity to discuss background and priorities for the Specific Plan Update, overall work plan, schedule, and deliverables, and communication protocols.

Task 1.2: District Tour

Members of the Team including WRT, Urban Diversity Design, CHS, Citythinkers, Dan Zack, and Craft Development will convene in Fresno for a tour of the Tower District to be led by Staff. The tour will be followed by an initial working session.

Task 1.3: Background Document Review, Base Map and Templates

The Team will review relevant background materials provided by the City, including the current Specific Plan, the Olive Avenue Streetscape Project, the Fresno General Plan, the Development Code, the Parks Master Plan, Active Transportation Plan and others. WRT will create a GIS base map for analysis and the creation of plan graphics, using data provided by the City. Document templates for presentations and reports will also be created.

Task 1.4: Regular Meetings

The WRT Team will participate in regular virtual meetings with City Staff. We anticipate biweekly meetings during active work periods during the analysis and plan development phases. Members of the larger Team will participate strategically. Senior LSA personnel will be available throughout the environmental review period to meet with the project team to gather information, review progress, review preliminary findings, discuss staff comments, offer input into discussions on project modifications, and consult on CEQA procedural matters.

Task 1.4A: Additional Regular Meetings - SCOPE ENHANCEMENT

Additional meetings will be required to support the enhanced scope of work.

Task 1.5: Project Management

WRT and Team members will do ongoing project management including contract management, work planning and scheduling, invoicing, team coordination, and quality assurance.

Task 1.5A: Additional Project Management - SCOPE ENHANCEMENT

Additional project management will be required to support the enhanced scope of work.

Task 1 Meetings:

- Project Kick-off meeting
- District tour and working session
- Regular meetings with City Staff (biweekly during active periods of work)
- Additional regular meetings with City Staff with additional scope - SCOPE ENHANCEMENT

Task 1 Deliverables:

- Meeting agendas and notes
- Refined scope of work, budget and contract amendments (as needed)
- Ongoing project schedule updates
- Monthly invoices
- Base map
- Presentation and report templates

TASK 2: COMMUNITY OUTREACH & ENGAGEMENT

WRT + Urban Diversity Design + Every Neighborhood Partnership

Task 2.1: Community Engagement Plan

Urban Diversity Design (UDD) will develop a community engagement plan and stakeholder list, in consultation with City Staff. The Plan is anticipated to include the components below.

Task 2.2: Tower District Specific Plan Implementation Committee Meetings

WRT and UDD will make presentations and facilitate discussions with the Tower District Specific Plan Implementation Committee. We anticipate a total of 8 meetings, potentially in a sequence as follows:

- Visioning and community engagement plan
- Existing conditions, opportunities and constraints (2)
- Community feedback (Phase 1 engagement)
- Draft strategies (2)
- Community feedback (Phase 2)
- Draft Specific Plan Update

UDD will be present at Implementation Committee meetings and will provide notes from each meeting. WRT will participate remotely. Other members of the Team will also participate remotely to help present specific material.

Task 2.3: Stakeholder Meetings

UDD and WRT will conduct one day of meetings with stakeholders to understand critical perspectives. Stakeholders may include:

- Residents' representatives
- South Tower CDC
- Tower Community Alliance
- Fresno Community College

- Property owners
- Councilmembers' offices
- Community Liaisons @ Mayor's office
- City departments
- Area-engaged CBO's
- Informal food vendors and street vendors
- Arts community
- Tower District event organizers
- School districts
- Developers

Craft Development will establish strategy and approach to developer interviews and conduct interviews.

UDD will provide a clear and comprehensive summary of stakeholder feedback.

Task 2.4: City-led Outreach

Outreach through a variety of means will be critical to broaden community engagement in the Specific Plan Update. As a base task, WRT will provide digital outreach materials and the WRT Team's local engagement partner (Every Neighborhood Partnership) will assist City Staff by sending e-blasts and social media posts to publicize events.

City Staff will otherwise fully lead outreach activities. These may include mailers, translation, mobile booths at foot traffic locations, social media, newsletters, project webpage, street signs and/or banners, e-blasts, etc.

Task 2.4A: Outreach Coordination - SCOPE ENHANCEMENT

As an optional task, UDD will take responsibility for organizing and leading all aspects of outreach identified in Task 2.4.

Task 2.5: Pop-Ups at Community Events (3) – SCOPE ENHANCEMENT

As an enhanced scope item, UDD will plan and lead up to three "pop-up" engagements at community events chosen to give the Plan visibility to a broad audience. WRT will provide graphic materials in digital format and UDD will cover production tasks. The City will cover printing costs.

If additional pop-ups are desired, these will be planned and conducted by City Staff.

Task 2.6: Community Workshop

UDD and WRT will plan, lead, and facilitate one community workshop, allowing community members to gain an understanding of issues and opportunities and to share their vision and priorities for the District. ENP will help with outreach and facilitation. We anticipate this workshop will be best timed to present preliminary findings and gauge support for alternative Plan approaches.

Task 2.6A: Additional Community Workshop - SCOPE ENHANCEMENT

UDD and WRT will plan, lead, and facilitate one additional community workshop. We anticipate this workshop may be most valuable as an open-house style presentation of the Draft Plan, to gain feedback on refinements and build support and champions of Plan implementation.

Task 2.7: Online Survey – SCOPE ENHANCEMENT

UDD, with support from WRT, will design and execute an online survey to gauge residents' vision and priorities for the District. The survey will use a low-cost, easy-to-use online survey platform.

In a "base scope" scenario, the City may take responsibility for an online survey.

Task 2.7A: In-Person Survey (Mobile Booths) - SCOPE ENHANCEMENT

As an optional task, UDD will also produce an in-person survey to be conducted at mobile booths. These may be best coordinated with pop-ups.

Task 2.8: Walk/Bike Audits in Targeted Areas (2) - SCOPE ENHANCEMENT

Walk and bike audits can provide a creative, on-the-ground way for City Staff, members of the Consultant Team and community members to identify issues and opportunities in the physical environment. As an optional task, we propose two events:

- A bike audit would be led by CHS with support from the Fresno County Bicycle Coalition, designed to identify issues of comfort and safety for biking, and potential solutions.
- A walk audit of the Olive Avenue commercial district would focus on issues and opportunities from a pedestrian perspective in the District's commercial core.

CHS and WRT, respectively, will summarize feedback from the audits in clear memo form.

Task 2.9: Youth Engagement - SCOPE ENHANCEMENT

The current Specific Plan was adopted in 1991; many neighborhood youth from that time are now, potentially, longtime residents with families and businesses in the Tower District. The Specific Plan Update offers a chance for today's youth to have a say in what their neighborhood will be like in the decades to come. WRT would lead one community design summit with local youth, with organizational support from UDD. WRT will summarize feedback from the youth event in clear memo form.

Task 2.10: Tactical Urbanism - SCOPE ENHANCEMENT

"Tactical urbanism" refers to low-cost, temporary interventions that can be used to test and build support for changes to the built environment. WRT would lead one tactical intervention that could include temporary pedestrian enhancements and temporary activation on a potential development site. WRT will summarize feedback from the tactical urbanism event in clear memo form.

Task 2.11: Community Education Lecture Series - SCOPE ENHANCEMENT

Craft Development would conduct a day-long series of "Building Small" lectures to elevate community thinking about development and showcase examples from beyond Fresno that may be relevant. Craft will provide presentations.

Task 2 Meetings:

- Tower District Specific Plan Implementation Committee (TDSPAC) meetings (9)
- Stakeholder meetings (1 day)
- Pop-Ups at Community Events (3) - SCOPE ENHANCEMENT
- Community Workshop
- Additional Workshop - SCOPE ENHANCEMENT
- In-Person Survey at Mobile Booths - SCOPE ENHANCEMENT
- Walk Audit - SCOPE ENHANCEMENT
- Bike Audit - SCOPE ENHANCEMENT
- Youth Community Design Summit - SCOPE ENHANCEMENT
- Tactical Urbanism Event - SCOPE ENHANCEMENT
- "Building Small" Lecture Series - SCOPE ENHANCEMENT

Task 2 Deliverables:

- TDSPAC meeting presentations and notes
- Stakeholder meeting presentation, discussion prompts and notes
- Pop-up engagement materials (digital and hard copy) - SCOPE ENHANCEMENT
- Community workshop materials (digital and hard copy)
- Materials for additional community workshop - SCOPE ENHANCEMENT
- Online survey instrument (digital) - SCOPE ENHANCEMENT
- Materials for physical survey - SCOPE ENHANCEMENT
- Materials for bike and walk audits - SCOPE ENHANCEMENT
- Materials for youth community design summit - SCOPE ENHANCEMENT
- Materials for tactical urbanism event - SCOPE ENHANCEMENT
- Presentations for "Building Small" lecture series - SCOPE ENHANCEMENT

TASK 3: LAND USE & ZONING

WRT + Zack Urban Solutions + Citythinkers

Task 3.1: Land Use & Zoning Analysis

With existing land use, General Plan, zoning and historic district layers provided by the City, WRT will conduct mapping analysis of the land use composition and regulatory context of the District. The analysis will reveal the relationship between the built environment, areas of critical character preservation and development opportunities.

Zack Urban Solutions will complement this analysis with a detailed review of zoning and historic district regulations and evaluate specific potential changes that would support desired outcomes. These will include evaluation of maximum permitted density in the CMS (Commercial Main Street) district; consideration of changes to zoning in historic areas; application of the NR (Neighborhood Revitalization) Overlay District; and consideration of how accessory units or other compatible residential infill may be incentivized in certain locations.

Task 3.1A: Neighborhood Identity Study - SCOPE ENHANCEMENT

WRT will consider the District from an experiential perspective to identify character areas and reveal potential for the development of identity in neighborhood units and corridors. This study will be expressed in the form of a neighborhood character map diagram and supporting images.

Task 3.2: Land Use & Zoning Recommendations, Preferred Plan and Buildout Analysis

Based on the land use, zoning and neighborhood analysis (above) as well as recommendations from other elements of this scope of work pertaining to the Olive Avenue commercial core (Task 4), development opportunities at catalyst sites (Task 5), historic preservation (Task 6), and health and equity (Task 7), WRT and Zack will make a set of specific recommendations for land use and zoning changes in the District. These will be provided in a memo form and include maps of proposed land use and zoning changes and summary of proposed new or augmented standards.

Task 3.3: Land Use Alternatives and Land Use Concept 3D Massing Views - SCOPE ENHANCEMENT

If the City determines that the Specific Plan Update would benefit from community consideration of alternative land use concepts, the WRT Team would generate up to three concepts for land use change. Citythinkers would develop 3D massing renderings that depict these concepts. The concepts / renderings may be used as a community engagement tool.

Task 3.4: Infrastructure Analysis, Capacity and Needs - SCOPE ENHANCEMENT

To support an understanding of existing conditions, Provost & Pritchard will:

- Review City of Fresno GIS mapping (Iview Fresno) for water, sewer, storm drainage and street information;
- Request maps and information from FMFCD, FID (Dry Creek No. 75), and other utility service providers in the area, including electrical, gas & communication facilities;
- Meet with stakeholder group to identify known issues and concerns
- Provide summary memo of existing infrastructure; and
- Provide exhibit map of consolidated utilities (assumed one 11x17), if necessary.

P&P will then analyze backbone water, sewer and storm drain capacity analysis for proposed (re)development. This will include:

- Research and talk with City of Fresno Department of Public Utilities staff about water and sewer system available capacity and planned capital improvement projects for these systems in the Specific Plan Area
- Research and talk with FMFCD staff about designed and planned master planned facilities in the Specific Plan Area and any changes that the proposed development/redevelopment would have on their master planning
- Provide summary memo of planned infrastructure improvements and any additional needs to support the planned development/redevelopment of the Specific Plan

No system modeling is involved. No analysis of telecommunication, internet, electrical grid nor natural gas is included.

Task 3 Meetings:

- Regular (biweekly) meetings with City Staff (virtual) – See Task 1
- Associated community engagement meetings – See Task 2

Task 3 Deliverables:

- Land Use and Zoning Analysis Memo
- Neighborhood Identity Study - SCOPE ENHANCEMENT
- Land Use and Zoning Recommendations Memo, including Preferred Land Use Plan and Summary of Projected Buildout
- Up to three (3) Alternative Land Use Concepts, presented as plan diagrams and one (1) “bird’s eye 3D massing view” for each concept. Up to two (2) draft revisions of each view as required and based on city comments - SCOPE ENHANCEMENT
- Summary Memo of Existing Infrastructure Conditions - SCOPE ENHANCEMENT
- Summary Memo of Infrastructure Needs - SCOPE ENHANCEMENT

TASK 4: OLIVE AVENUE COMMERCIAL CORE IMPROVEMENT STRATEGY

WRT + CHS

Task 4.1: Streetscape, Public Spaces and Activation Opportunities - SCOPE ENHANCEMENT

WRT will conduct focused analysis of the Olive Avenue Commercial Core from the perspective of “placemaking.” The analysis will consider streets, public spaces, activities, buildings and vacant land, as well as the Core’s historic evolution and relationships with critical destinations. We will seek to identify the area’s assets, challenges, and opportunities for changes that would support greater vitality.

Task 4.2: Transit Access and Recommendations (Focused Study) - SCOPE ENHANCEMENT

CHS will establish the existing transit context and identify transit priorities for the Olive Avenue Commercial District. CHS will review existing transit service levels and ridership and, based on concerns gathered from Tower District residents and businesses (through the outreach process), and prioritize transit routes for increased service frequency between Q BRT, 35, 22, 28, 26.

Task 4.2A: Transit Access and Recommendations (Expanded Study) - SCOPE ENHANCEMENT

In addition to the work summarized in Task 4.2, CHS could take this analysis further by:

- Using NearMap to assess existing bus stop locations along Olive Avenue and on cross streets with intersecting bus service to identify potential improvements to passenger waiting areas and/or access to bus stops.
- Developing up to 3 transit-based scenarios focused on improving transit access to the Tower District and serving the Olive Avenue corridor, possibly including service increases, adjusting routes of existing bus routes, and/or introducing new service. This would include up to 3 virtual meetings with FAX staff. The scenarios would detail the proposed changes and provide a high-level estimate of cost (for example, less than \$100,000, \$100,000-\$1,000,000, more than \$1,000,000).

Task 4.3: Parking Strategy (Focused Study) - SCOPE ENHANCEMENT

CHS will establish the multimodal access context and evaluate existing parking practices and facilities in the Olive Avenue corridor. This will allow the Team to understand how existing parking supply is being used, managed, and enforced, including potential sites for shared parking facility. The focused study provides the ability to do a high-level analysis and strategy development with available data and targeted community outreach. CHS would:

- Use NearMap Aerial imagery evaluate inventory and occupancy of on street and off-street supplies in the corridor.
- Interview or survey City/community stakeholders.
- Present best practices study in commercial district parking management.
- Develop a matrix of recommended parking management strategies for the Corridor.

Task 4.4A: Parking Strategy (Expanded Study) - SCOPE ENHANCEMENT

The expanded study is a more detailed option as a replacement to the focused study that proposes in-depth data collection and analysis, targeted outreach and policy guidance and more comprehensive strategy development and implementation guidelines. In addition to the work done in Task 4.3, this could include:

- Conduct & analyze bi-hourly occupancy & focused duration counts of on street and off-street supplies in the corridor, one midweek and weekend day
- Develop recommended parking management strategies and implementation actions for the Olive Avenue Corridor (e.g. creation of a Parking Benefit/Business Improvement District; articulation of guiding principles, priorities, timeline, roles and responsibilities.)

Task 4.4: Olive Avenue Commercial Core Strategy - SCOPE ENHANCEMENT

Based on feedback from City Staff, stakeholders and members of the community, WRT will build on the urban design and circulation analysis above, as well as the catalyst site studies conducted in Task 5 and present a vision and strategy for the Olive Avenue Commercial Core. This will be in memo format and include conceptual plan graphics, precedent images, and recommended actions.

Task 4 Meetings:

- Regular (biweekly) meetings with City Staff (virtual) – See Task 1 - SCOPE ENHANCEMENT
- Associated community engagement meetings – See Task 2 - SCOPE ENHANCEMENT

Task 4 Deliverables:

- Streetscape, Public Spaces and Activation: Existing Conditions and Opportunities Memo - SCOPE ENHANCEMENT
- Transit Access and Recommendations Memo (Focused) - SCOPE ENHANCEMENT
- Parking Study Memo (Focused) - SCOPE ENHANCEMENT
- Olive Avenue Commercial Core Strategy Memo - SCOPE ENHANCEMENT
- Transit Access and Recommendations Memo (Expanded) - SCOPE ENHANCEMENT
- Parking Study Memo (Expanded) - SCOPE ENHANCEMENT

TASK 5: TARGETED REVITALIZATION STRATEGY

WRT + Citythinkers + Craft + EPS + P&P

Task 5.1: Opportunity Site Evaluation

In coordination with the City, the WRT Team will select opportunity sites in the Specific Plan that have the potential to support development and have a catalytic impact. We anticipate that selection of opportunity sites will be based on allowed land uses, site conditions, parcel size, ownership, and/or other conditions. The five sites should represent a range of typical opportunity site conditions in the District, allowing the analysis to be broadly relevant.

Citythinkers will perform a site analysis for each of five (5) sites to uncover their key site characteristics and to identify opportunities and constraints for each site. Craft Development will evaluate where strategic investment and economic support could help demonstrate market potential and help de-risk inward investment for new players.

Task 5.2: Site Prototype Testing

Citythinkers, in consultation with other members of the Team, will evaluate up to two (2) development prototypes for each site to test their feasibility and identify development yields while testing density, intensity, and associated standards for parking, open space, and other considerations. Citythinkers will coordinate closely with the economist on the team who will use the development prototypes produced for each site to run pro forma analysis to determine the optimum levels of density that would be financially feasible.

Task 5.3: Development Feasibility Analysis

EPS will develop a static pro forma analysis for each of the 2-3 development scenarios identified per opportunity site. For each site, EPS will test up to 2 prototypes (see Task 5.2) which may differ in density, height, use combinations, and ownership models (e.g., market-rate rental or owner-occupied housing, affordable housing, and commercial uses). The pro forma analysis will evaluate each prototype's ability to absorb costs associated with market-rate residential and commercial uses and/or affordable housing units and will identify the requisite level of financial incentive or cross-subsidy that may be required to ensure the financial viability of development. This analysis may suggest the need for public and private investment opportunities or incentives that can aid in streamlining future development.

EPS will also consider the impact of existing and proposed financial and regulatory incentives that can aid in supporting development feasibility (e.g., reducing parking requirements, fee deferrals, density bonuses) and other approaches that may tip the balance to supporting the feasibility of development.

EPS will prepare a Draft technical memorandum summarizing the feasibility analysis assumptions and results. Upon receipt of one set of consolidated, non-conflicting comments, EPS will prepare a Final technical memorandum for City use and presentation.

Task 5.4: Barriers Assessment

Craft Development will use contacts within ULI and the development industry to gain additional insights into perception of Fresno and what it might take to attract inward investment from more innovative developers. After background review, interviews and industry outreach, Craft Development will draft a list of barriers to more investment and potential leverage points.

Task 5.5: Infrastructure Funding Toolkit - SCOPE ENHANCEMENT

Based on infrastructure assessments prepared by the WRT Team's civil engineer and input from City staff on public facilities (parks, public safety facilities), EPS will summarize backbone infrastructure and public facilities needed to support buildout of the Tower District Specific Plan, and the associated costs.

EPS will document any existing sources available to fund facilities, and inventory new sources of funding to effectively catalyze the construction of needed infrastructure improvements and other public facilities. New funding sources may include land- or parcel-based revenue sources, tax increment (e.g., an Enhanced Infrastructure Financing District [EIFD]), federal, State of California (State), and local sources, and other identified sources dependent on the types of required facilities identified to serve the project. EPS will offer a qualitative evaluation of the viability of each funding source, including the timing of funding availability and other relevant metrics identified through discussions with the WRT Team and City staff.

EPS will prepare a Draft technical memorandum summarizing facility costs and existing and potential new revenue sources to fund infrastructure for City review and comment. Upon receipt of one set of consolidated, non-conflicting comments, EPS will prepare a Final technical memorandum for inclusion in the Specific Plan or as a stand-alone resource.

Task 5.6: Design Renderings - SCOPE ENHANCEMENT

Citythinkers will provide up to three (3) illustrations/ graphics to show catalyst site development in context. Illustrations may show corridor views of Olive Ave., Belmont Ave., Palm Ave., and others as determined by opportunities identified through the planning process.

Task 5 Meetings:

- Regular (biweekly) meetings with City Staff (virtual) – See Task 1
- Associated community engagement meetings – See Task 2

Task 5 Deliverables:

- Site analysis table of key defining opportunities and constraints for up to five (5) sites
- Site analysis diagram highlighting key site features for up to five (5) sites
- Up to two (2) development prototypes for each site, including single-line plan diagrams and corresponding development yields (gross square footage, height, number of dwelling units, area by program use, parking, etc.)
- Plan Diagrams and Development Summary Tables in Excel
- Up to two (2) draft revisions of each prototype as required and based on city comments
- Development Feasibility Memorandum (draft and final)
- Barriers Assessment Memo
- Infrastructure Funding Memo (Draft and Final) - SCOPE ENHANCEMENT
- Three (3) illustrations/ graphics - SCOPE ENHANCEMENT
- Up to two (2) draft revisions of each view as required and based on city comments - SCOPE ENHANCEMENT

TASK 6: HISTORIC PRESERVATION

HRG

Task 6.1: Historic Preservation Strategy

Historic Resources Group (HRG) will:

- Review of the City of Fresno historic resources inventory to confirm historic resources within the Specific Plan area.
- Conduct a site investigation emphasizing the Wilson Island and Porter Tract historic districts and Terrace Gardens neighborhood.
- Prepare written memorandum regarding baseline historic resources information, characteristics of the Wilson Island and Porter Tract historic districts important to their historic significance and the potential for a historic district in the Terrace Gardens neighborhood. Consider opportunities for interpretive program.
- Consult with the project team to identify potential areas of conflict/impacts that should be considered as part of the Specific Plan.
- Review and comment on draft Specific Plan Update.

Task 6 Meetings:

- Regular (biweekly) meetings with City Staff (virtual) – See Task 1
- Associated community engagement meetings – See Task 2

Task 6 Deliverables:

- Historic Resources memorandum

TASK 7: STREET IMPROVEMENT STRATEGY

CHS + WRT

Task 7.1: Streetscape and Circulation Analysis and Recommendations

CHS will work with the City and Tower District community to develop a comprehensive street improvement strategy focusing on multimodal access, pedestrian and bike safety and traffic calming. As a focused study, CHS proposes the following:

- **Hot-Spot Identification:** The initial approach will be to first understand where design interventions are most needed, such as certain one-way streets and key intersections and crossings. CHS will review crash data using UC Berkeley's TIMS tool. We will follow up with a two-day project site visit, we will test drive, test bike, and take photographs of the hot-spot and other potentially sensitive areas.

Note: this may be augmented with a community bike audit: see Subtask 2.8).

- **Flowchart and Targeted Design Intervention Matrix:** CHS will develop a flow chart for the identification and application of appropriate multi-modal design interventions. This will be followed by a context-sensitive intervention matrix that identifies the street-type on one axis and land-use on the other (e.g. commercial, mixed use, neighborhood commercial, residential, institutional/public).

Provost & Pritchard will attend meetings (virtual) and provide input on concepts for street improvements developed by CHS and WRT.

Task 7.1A: Streetscape and Circulation Analysis and Recommendations (Expanded Study) - SCOPE ENHANCEMENT

The expanded study would build upon the efforts proposed in the focused study and could include:

- **One-Way Streets:** One-way streets in this district are mostly narrow, with a single lane, bike lane, and parking. This necessitates a context-sensitive approach, that may include a two-way conversion or encompass interventions at key locations/intersections depending on the existing condition and problems identified by staff and the community. The most likely candidates for two-way conversion are wider streets, such as N. Wishon Ave, where the conversion can be implemented without too many compromises to either bike lanes or on-street parking. Where the streets are too narrow to be suitable for two-way conversion, other design interventions will be explored. The initial approach will be to first understand which one-way streets are problematic based on staff input, collision records, and traffic volumes.
- **Residential Streets:** CHS will identify key problem areas (intersections and crossings) in need of interventions. Initial feedback from the community indicates that there are relatively new wide arterials in residential areas that need calming especially at intersections. Design recommendations would build on the hotspot identification and context sensitive approach developed in the focused study option, but would develop more detailed design solutions for a limited number of locations (or representative typologies that could be applied elsewhere).
- **Active Transportation:** Building on the focused study option, CHS will determine priority locations for bicycle and pedestrian improvements, including but not limited to paths between residences and other destinations (e.g. schools, commercial areas), and connections across arterials and freeways that currently divide the active transportation networks. CHS will develop a map of proposed interventions and concept drawings for up to five locations showing how design changes such as bulb-outs, pedestrian islands, or protected bike lanes could be implemented.
- **Cul-de-Sac Policy:** the cul-de-sacs were originally established to limit cut-through traffic between the neighborhoods and Blackstone Avenue. CHS can model the traffic implications of removing the remaining barriers, and also discuss with staff/residents alternative approaches that might

find a balance between the benefits and downsides for example by maintaining permeability to pedestrians and cyclists while limiting auto traffic.

Task 7 Meetings:

- Regular (biweekly) meetings with City Staff (virtual) – See Task 1
- Associated community engagement meetings – See Task 2

Task 7 Deliverables:

- Streetscape and Circulation Analysis and Recommendations Memo
- [Streetscape and Circulation Analysis and Recommendations Memo \(Expanded Study\) - SCOPE ENHANCEMENT](#)

TASK 8: HEALTH AND EQUITY

WRT

Task 8.1: Health and Equity Framework

WRT will provide a discussion of the ways in which community health and equity are impacted by the built environment, ways to measure health and equity, and the potential role of the Specific Plan in bringing about better outcomes in the planning area. The discussion will provide an explicit framework to evaluate and shape Plan Update policies.

Task 8 Meetings:

- Regular (biweekly) meetings with City Staff (virtual) – See Task 1
- Associated community engagement meetings – See Task 2

Task 8 Deliverables:

- Health and Equity Framework Memo

TASK 9: TOWER DISTRICT SPECIFIC PLAN UPDATE

WRT

Task 9.1: Admin Draft Specific Plan Update (Standalone Amendment)

WRT will bring together the analysis, findings and recommendations from each subject of the Specific Plan Update into a single, standalone Plan Amendment document. The Amendment will include an Introduction and Executive Summary chapter that frames the Plan Update and describes its incorporation by reference of the existing Specific Plan, and the way to use the two companion documents together. The introduction will also introduce the Health and Equity Framework, and the format of each of the topical chapters. Each subject will then have its own chapter in the Plan, with content from the deliverables in previous tasks. Recommendations will be translated into goals and policies. The Plan Amendment will be designed to harmonize with the existing Specific Plan while providing contemporary maps and graphics.

Task 9.2: Public Review Draft Specific Plan Update

WRT will revise the Plan Amendment following one round of Staff review. It will also be previewed to the Implementation Committee (see Task 2,) and Committee comments will be incorporated.

Task 9.3: City Council Meeting

WRT will present the Tower District Specific Plan Update to City Council.

Task 9.3A: Planning Commission Meeting

WRT will present the Tower District Specific Plan Update to the Fresno Planning Commission. (In the “base scope” scenario, this task would be handled by City Staff.)

Task 9.4: Final Draft Specific Plan Update

Based on comments from the public and decision-makers, WRT will create a final draft of the Specific Plan Update and deliver as an electronic document.

Task 9.5: Comprehensive Specific Plan Document - SCOPE ENHANCEMENT

As an alternative option, WRT can provide a single, unified Specific Plan document that synthesizes existing Specific Plan content that remains valid with new analysis, findings, goals, policies, maps and graphics. As part of this effort, WRT would create a mark-up of the existing Plan, indicating content to be retained and content to be removed or replaced. We would bring existing text and table content into a new document template, and re-create maps, updating both the underlying data and the map style. Narrative would be updated to reflect updated mapping and analysis.

Task 9 Meetings:

- Regular (biweekly) meetings with City Staff (virtual) – See Task 1
- Associated community engagement meetings – See Task 2
- Planning Commission and City Council meetings (2 total)

Task 9 Deliverables:

- Admin Draft Specific Plan Update (Standalone Amendment)
- Public Review Draft Specific Plan Update
- Final Draft Specific Plan Update
- Admin Draft, Public Review Draft, and Final Draft Specific Plan Update (Unified Document) - SCOPE ENHANCEMENT

TASK 10: CEQA

LSA

Task 10.1: Project Description

The Project Description for the environmental document will be prepared.

Task 10.2: Work Program Refinement

Following completion of the Project Description, LSA will prepare a final scope of work and budget for the IS/MND. This task will result in detailed scopes of work for technical studies (Task 3) and any relevant resource topic areas to be analyzed in the IS/MND (Task 4). In addition, the final scope of work will identify the product deliverables, overall IS/MND schedule, and the number of meetings and hearings that LSA staff will attend.

Task 10.3: Technical Studies

Based on our current understanding of the proposed project, LSA believes that several technical studies would be required to identify potential environmental impacts. Once project components are determined, and City staff provides input on the Specific Plan, technical analyses for Air Quality and Greenhouse Gas Emissions, Biological Resources, Cultural Resources, and Traffic/Transportation are expected to be needed. Detailed scopes of work for the technical studies listed below will be prepared as a part of Task 10.2, Work Program Refinement. Please note that the City's requirements for the traffic analyses are highly variable and are dependent on several factors that could greatly increase the scope and cost of the Traffic Impact Analysis.

- Air Quality and Greenhouse Gas Emissions Analysis
- Cultural Resources Assessment (Archaeology and built environment)
- Biological Resources Assessment
- Traffic Impact Assessment (Vehicle miles travelled [VMT] and level of service [LOS])

Task 10.4: Evaluation of Environmental Effects

An Initial Study will be prepared in accordance with CEQA and the CEQA Guidelines, and will utilize the Environmental Checklist Form (Appendix G of the CEQA Guidelines).

LSA will respond to the checklist questions for the various impact topics and will add concise explanatory comments related to each topic. This scope of work assumes that upon completion of the Initial Study, a recommendation will be made that an MND will satisfy CEQA documentation requirements. Preparation of an Environmental Impact Report is not included in this scope of work. LSA will rely on the determinations in studies provided by the project team regarding availability of potable water.

Using the technical studies prepared as part of Task 3, described above, LSA will complete the environmental checklist responses for the relevant topics in order to demonstrate that no significant effects related to these topics would result from the proposed project. Should additional analysis be necessary, LSA will coordinate with the project team to determine next steps.

The following environmental topics will be evaluated in the Initial Study, consistent with the requirements of CEQA.

- | | |
|--------------------------------------|---------------------------------|
| • Aesthetics | • Mineral Resources |
| • Agriculture and Forestry Resources | • Noise |
| • Air Quality | • Population and Housing |
| • Biological Resources | • Public Services |
| • Cultural Resources | • Recreation |
| • Energy | • Transportation |
| • Geology and Soils | • Tribal Cultural Resources |
| • Greenhouse Gas Emissions | • Utilities and Service Systems |
| • Hazards and Hazardous Materials | • Wildfire |
| • Hydrology and Water Quality | • Mandatory Findings |
| • Land Use and Planning | |

Task 10.5: IS/MND and MMRP

LSA will prepare three drafts of the Initial Study: an Administrative Draft, a Screencheck Draft, and a Public Review draft. The IS/MND will include responses to comments presented in a memorandum format, as necessary, and a Mitigation Monitoring and Reporting Program (MMRP), as described below.

Administrative Draft IS/MND

Using the setting and analysis prepared under Task 3, described above, LSA will prepare an Administrative Draft IS/MND with the following components. Figures and tables will be provided as appropriate to illustrate the project site, the proposed components, and the Initial Study's findings.

- Project Description
- CEQA Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography
- Mitigated Negative Declaration

The Administrative Draft IS/MND will be provided to the City for review and comment. LSA will provide one electronic version in MS Word and PDF format for review by City staff.

Screencheck Draft IS/MND

Based on a single set of consolidated and non-contradictory comments from City staff, LSA will amend the Administrative Draft IS/MND and will prepare a Screencheck Draft IS/MND for review. We have allotted time for responding to changes; however, if this subtask exceeds the cost allotted in the budget due to changes in Project Description or requests for additional analysis that are not necessary to prepare a legally-adequate document, a budget adjustment may be required.

LSA will provide one electronic version in each MS Word and PDF formats for review by City staff to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. LSA will also provide the City with an electronic compare version of the Screencheck Draft IS/MND. This version will show text changes made to the Administrative Draft IS/MND in underline and strikeout for the City to more easily confirm that all comments and edits are fully incorporated into the Screencheck Draft IS/MND.

Public Review IS/MND

LSA will make any minor necessary revisions to the Screencheck Draft IS/MND and prepare the Public Review IS/MND. LSA will prepare a draft Notice of Intent to Adopt (NOI), in accordance with the CEQA Guidelines for use by the City. LSA will provide one electronic version in MS Word and PDF format to the City. The City will be responsible for noticing and distribution of the Public Review IS/MND.

Response to Comments Memorandum

Following a 20- or 30-day public review period, LSA will review public and agency comments received on the Public Review IS/MND, and will prepare responses to CEQA comments in a memorandum format, as necessary. This scope and budget assume up to approximately 12 hours to prepare responses to comments. Should an unexpectedly large volume of comments be submitted, LSA will request an adjustment in the budget to cover work beyond the assumed level. LSA will provide one electronic version in MS Word and PDF format for review by City staff. LSA will prepare a final draft of the response to comments memorandum in response to a consolidated and noncontradictory set of comments from City staff.

Mitigation Monitoring and Reporting Program

LSA will complete the Master Environmental Impact Report Mitigation Measures Checklist, and a Project Specific Mitigation Measures Checklist, if applicable. Electronic copies of the draft MMRP will be submitted to the City with the Response to Comments memorandum. LSA will prepare a final MMRP in response to a consolidated and non-contradictory set of comments from City staff.

Task 10 Meetings:

- Kickoff meeting with City Staff
- Site Visit
- Up to 3 additional meetings with Staff

Task 10 Deliverables:

- Project Description
- Refined Work Program
- Technical Studies
- Admin Draft IS/MND
- Screencheck Draft IS/MND
- Public Review Draft IS/MND
- Response to Comments Memorandum
- Mitigation Monitoring and Reporting Program

Tower District Specific Plan Update

Scope and Fee, April 15, 2022

		Proposed Base Scope Fee	Proposed Augmented Scope Fee
Task 1	Project Initiation & Management		
Subtask 1.1	Kickoff Meeting (Virtual)	\$ 8,120	
Subtask 1.2	District Tour	\$ 16,010	
Subtask 1.3	Background Document Review and Base Map Preparation	\$ 13,120	
Subtask 1.4	Regular Meetings	\$ 22,560	
Subtask 1.4A	Regular Meetings (Additional)		\$ 19,960
Subtask 1.5	Project Management	\$ 14,870	
Subtask 1.5A	Project Management (Additional)		\$ 12,280
Subtotal		\$ 74,680	\$ 19,960

Task 2	Community Outreach & Engagement		
Subtask 2.1	Community Engagement Plan + Stakeholder List	\$ 4,280	
Subtask 2.2	Tower District Specific Plan Advisory Committee Meetings (8)	\$ 24,105	
Subtask 2.3	Stakeholder Meetings (Business and Property Owners, Developers, Elected Officials, Advocacy Groups, etc.)	\$ 9,500	
Subtask 2.4	City-led Outreach	\$ 7,750	
Subtask 2.4A	Outreach Coordination		\$ 7,000
Subtask 2.5	Pop-Up at Events (3)		\$ 15,830
Subtask 2.6	Community Workshop (1)	\$ 21,100	
Subtask 2.6A	Community Workshop (Additional)		\$ 21,100
Subtask 2.7A	Online Survey		\$ 5,310
Subtask 2.7A	In-Person Survey at Mobile Booths		\$ 5,860
Subtask 2.8	Walk/bike Audits of Targeted Areas (2)		\$ 31,530
Subtask 2.9	Design Charrette with Youth		\$ 18,080
Subtask 2.10	Tactical Urbanism		\$ 22,135
Subtask 2.11	Community Education: "Building Small"		\$ 4,000
Subtotal		\$ 66,735	\$ 130,845

Task 3	Land Use & Zoning		
Subtask 3.1	Land Use & Zoning Analysis	\$ 17,000	
Subtask 3.1A	Neighborhood Identity Study		\$ 7,440
Subtask 3.2	Land Use and Zoning Recommendations, Preferred Plan and Buildout Analysis	\$ 19,710	
Subtask 3.3	Land Use Alternatives and Land Use Concept 3D Massing Views		\$ 26,960
Subtask 3.4	Infrastructure Analysis, Capacity and Needs		\$ 34,110
Subtotal		\$ 36,710	\$ 68,510

Task 4	Olive Avenue Commercial Core Strategy		
Subtask 4.1	Streetscape, Public Spaces and Activation Opportunities		\$ 13,470
Subtask 4.2	Transit Access		\$ 6,110
Subtask 4.2A	Transit Access (Expanded Study)		\$ 43,610
Subtask 4.3	Parking Strategy		\$ 16,110
Subtask 4.3A	Parking Strategy (Expanded Study)		\$ 22,110
Subtask 4.4	Olive Avenue Commercial Core Strategy		\$ 13,470
Subtotal		\$ -	\$ 114,880

Task 5	Targeted Revitalization Strategy		
Subtask 5.1	Opportunity Site Evaluation	\$	15,880
Subtask 5.2	Site Prototype Testing	\$	12,650
Subtask 5.3	Development Feasibility Analysis	\$	28,340
Subtask 5.4	Barriers Assessment	\$	4,110
Subtask 5.5	Infrastructure Funding Toolkit		\$ 24,110
Subtask 5.6	Design Renderings		\$ 13,730

Subtotal \$ 60,980 \$ 37,840

Task 6	Historic Preservation		
Subtask 6.1	Historic Preservation Strategy	\$	12,935

Subtotal \$ 12,935 \$ -

Task 7	Street Improvement Strategy		
Subtask 7.1	Streetscape and Circulation Analysis and Recommendations	\$	19,000
Subtask 7.1A	Streetscape and Circulation Analysis (Expanded Study)		\$ 33,260

Subtotal \$ 19,000 \$ 33,260

Task 8	Health & Equity		
Subtask 8.1	Health & Equity Approach	\$	3,820

Subtotal \$ 3,820 \$ -

Task 9	Tower District Specific Plan Update		
Subtask 9.1	Admin Draft Specific Plan Update (Standalone Amendment)	\$	19,710
Subtask 9.2	Public Review Draft Specific Plan Update	\$	8,610
Subtask 9.3	Planning Commission and Council Meetings (2 total)	\$	3,380
Subtask 9.4	Final Draft Specific Plan Update	\$	6,770
Subtask 9.5	Comprehensive Specific Plan Document		\$ 30,560

Subtotal \$ 38,470 \$ 30,560

Task 10	CEQA		
Subtask 10.1	Project Initiation	\$	9,440
Subtask 10.2	Work Program Refinement	\$	5,440
Subtask 10.3	Technical Studies	\$	33,480
Subtask 10.4	Evaluation of Environmental Effects	\$	16,910
Subtask 10.5	IS/MND and MMRP	\$	12,885

Subtotal \$ 78,155 \$ -

Labor Subtotal \$ 391,485 \$ 451,515

Reimbursables \$ 8,515 \$ 11,305

TOTAL \$ 400,000 \$ 462,820

GRAND TOTAL \$ 862,820

EXHIBIT B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno (the City)
and Wallace, Roberts, and Todd, LLC (the Consultant)**
Tower District Specific Plan Update

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER's LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
- 5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers; or
- (ii) The Consultant shall provide a financial guarantee, satisfactory to the City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the 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. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. The Consultant shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and

CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status 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: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

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

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

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 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under

the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

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.

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

SUBCONTRACTORS - If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by the City Risk Manager or designee. If no Side Agreement is required, the Consultant will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

The Consultant shall furnish the 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 the 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 the City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.


EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Tower District Specific Plan Update

		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 checked="" type="checkbox"/>	<input 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: _____

WRT is under contract with the City of Fresno to prepare planning and design documents for various projects. We are aware of no conflict.
In addition, WRT is under contract with other entities in Fresno to complete planning and design documents. These entities include Building Healthy Communities and the San Joaquin River Conservancy. We are aware of no conflict in these relationships.

Additional page(s) attached.



Signature _____

4/15/2022

Date _____

JOHN GIBBS

(Name) _____

WRT

(Company) _____

478 TENTAMA SUITE 2B

(Address) _____

SF, CA 94103

(City, State Zip) _____