

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

THIS AGREEMENT is made and entered into effective the 7th day of March, 2018, by and between the CITY OF FRESNO, a California municipal corporation (the "City"), and Community Design + Architecture, Inc., a California corporation (the "Consultant").

**RECITALS**

WHEREAS, the City desires to obtain professional Consultant services for the Southern Blackstone Avenue Smart Mobility Plan project (the "Project"); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a professional community design and architectural 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 Development and Resource Management Director (the "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 February 28, 2019, 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 sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$168,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. 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 or 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 the City council, commission, board, committee, or similar the 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:

- (i) 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.
- (ii) 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.
- (iii) 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 the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of



employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

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

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

16. Assignment.

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

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

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, including, but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), 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.

[SIGNATURES FOLLOW ON 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

Community Design + Architecture, Inc.,  
a California corporation

By: \_\_\_\_\_  
Jennifer K. Clark, AICP,  
Director  
Development Department

By: Philip Erickson  
Name: Philip Erickson

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

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

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

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

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

REVIEWED BY:

By: \_\_\_\_\_  
[Name] Date  
Deputy City Attorney

\_\_\_\_\_

Addresses:  
CITY:  
City of Fresno  
Attention: Jennifer K. Clark, AICP  
Director of DARM  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-8001  
FAX: (559) 457-1484

CONSULTANT:  
Community Design + Architecture  
Attention: Phillip Erickson  
President  
610 16<sup>th</sup> Street, Ste 420  
Oakland, CA 94612  
Phone: (510)-839-4568  
FAX: (510)-839-4570

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 Community Design + Architecture, Inc. (the “Consultant”) Southern Blackstone Avenue Smart Mobility Plan**

#### **SCOPE OF WORK:**

#### **BLACKSTONE AVENUE CORRIDOR SMART MOBILITY PROJECT**

#### **INTRODUCTION**

##### **The Project and Project Justification**

Blackstone Avenue in Fresno was the designated State Route 41 for decades until Freeway 41 was completed in the 1980s and 1990s paralleling Blackstone Avenue approximately ¼ mile to the east, running from downtown to the San Joaquin River crossing into Madera County. The Blackstone Avenue Corridor with its important commercial and institutional districts and adjoining neighborhoods persists today as the geographic backbone and spine of Fresno, connecting SR180 and the historic downtown on the south, and SR41 on the north at Friant Road. Blackstone Avenue will soon have a Bus Rapid Transit system and is slated for transit supportive mixed-use development in the City of Fresno 2035 General Plan adopted in December 2014.

The project study area encompasses the 3-mile southern segment of the corridor from Dakota Avenue to Divisadero Street, which includes the Manchester Shopping Center and transit station, (the mall is about to undergo large-scale renovation), Fresno City College (approximately 24,000 students), Susan B. Anthony Elementary School (466 students) several proposed affordable housing and mixed-use development projects, nearly 1,000 small and mid-size businesses, and areas of vacant sites and buildings in need of renovation. The study area also includes the eastern gateway to the historic Tower District at Olive Avenue, and a northern gateway to the downtown area at Divisadero Street.

The Blackstone Avenue Corridor Smart Mobility Project (Blackstone Project) will utilize an extensive and intensive community-based effort to: 1) establish a cross-sector collaborative vision and stakeholder constituency committed to transformation of Blackstone Avenue into a high quality Smart Mobility Framework corridor, and 2) develop community-driven design concepts and feasible, coordinated steps to implement Complete Streets improvements to increase the effective range of public transit and serve the needs of all modes and users.

The vision, the plan and the implementation strategy will be developed through a robust public process that directly engages project area residents with an emphasis on environmentally and economically disadvantaged community members, small businesses, property owners, developers, real estate and development finance interests, implementing and overseeing agencies, and elected leaders to generate ideas for both immediate improvements and future changes. The project will identify design tools and strategies and the means to implement them to improve safety, access, viability and attractiveness for all modes of transportation including transit, walking, bicycling, as well as motor vehicles.

Traffic safety solutions will be considered that address the injury and non-injury collisions and accidents recorded within the project limits. Over the five years from January 2010 to January 2015, Blackstone had 217 total accidents.

#### Collisions

1/1/2010 – 1/1/2015

	Fixed/other objects		Vehicle		Pedestrian		Bicycle			
	Injury	NI	Injury	NI	Fatal	Injury	NI	Fatal	Injury	NI
Blackstone	8	26	71	73	0	15	10	2	11	0

NI = non injury

The outcome will be a plan with detailed recommendations for project improvements to the street, sidewalks, intersections, and adjacent properties that support all users.

While focusing on local conditions and solutions, the Blackstone Project will also represent an exemplary and replicable demonstration of Caltrans Smart Mobility Framework planning and design for other San Joaquin Valley cities with older and challenged commercial corridors and adjoining neighborhoods in serious need of creative and collaborative revitalization – that in order to be successful and sustainable - must be integrated with multi-modal systems in order to better serve local and regional transportation, environmental, social, and economic interests and goals, as well as to address the many unmet access and connectivity needs of disadvantaged and environmental justice community members who live and work along these corridors.

The Blackstone Project builds upon and furthers the implementation of critical studies and plans for Blackstone and Bus Rapid Transit in the city and region such as:

- The Public Transportation Infrastructure Study (PTIS) conducted by the Fresno Council of Governments in May 2011, which called for continued pursuit of Bus Rapid Transit funding for the Blackstone Ventura/Kings Canyon Corridor, and completed a Very Small Starts Grant submittal that was subsequently accepted by the Federal Transit Administration. The City of Fresno has since obtained a Very Small Starts Full Funding Grant Agreement.
- The 2008 Bus Rapid Transit Master Plan prepared by the Fresno Council of Governments, which recommended including the Kings Canyon Corridor project into the upcoming Regional Transportation Plan update, and the pursuit of a Federal Transit

Administration Very Small Starts Grant, based very high ridership and transit supportive corridor characteristics.

- The 2013/2014 Ventura/Kings Canyon Corridor Revitalization Project, Fresno Council of Governments.
- The 2014 RTP/SCS developed by Fresno Council of Governments, which recommended BRT corridors based upon previous studies, including the BRT Master Plan and the PTIS.
- The City of Fresno 2035 General Plan adopted in December 2014, which recommended Blackstone Avenue as a Bus Rapid Transit corridor with mixed-use and Activity Centers development along the length of the corridor.
- 10 years of City of Fresno Public Works, Planning and Development, FAX and FCOG working together to obtain nearly \$50 million in funding sources and to design and engineer Bus Rapid Transit operations projected to begin in the Spring of 2017.

### Corridor Activity Areas and Smart Mobility Principles

The Blackstone Project partners consulted the Smart Mobility Framework (SMF) principles of location efficiency, reliable mobility, health and safety, environmental stewardship, social equity and robust economy to help develop and design the purpose, objectives, and corridor segment priorities for this project. The partners also consulted the SMF Implementation Pilot Study with its various “place-types” used to classify areas as a basis for directing transportation planning activities and making transportation investments. The team found the ‘Activity Centers’ place-type defined in the Urban Form, Land Use and Design Element of the recently adopted City of Fresno 2035 General Plan, to be consistent with SMF place-types of Urban Centers and Close-In Compact Communities, and the most relevant for application in this project along the Blackstone BRT corridor.

Activity Centers are defined in Policy UF-12-b (Page 3-17 of the 2035 General Plan) as mixed-use designated areas along BRT and/or transit corridors appropriate for more intensive concentrations of urban uses. Typical uses could include commercial areas; employment centers, schools; compact residential development; religious institutions; parks; and other gathering points where residents may interact, work, and obtain goods and services in the same place.

The Blackstone Project will focus on the southern portion of this key north-south artery of the Fresno metropolitan area between Dakota Avenue and Divisadero Street in Downtown Fresno, a three-mile segment of the nearly 8.5-mile BRT route ultimate completion on Blackstone Avenue (complete BRT route on Blackstone and Ventura/Kings Canyon is 15.7 miles long). This segment contains three prospective Activity Centers, one anchored by Manchester Shopping Center at Shields Avenue, one anchored by Fresno City College at Weldon Avenue (between Clinton and McKinley Avenues), and one representing the Blackstone gateway to the unique Tower District of Fresno north of Olive to SR180. The build out of these three prospective mixed-use Activity Centers in accord with the 2035 General Plan and their design for multi-modal access and interconnectivity will definitively implement the SMF principles.

The Bus Rapid Transit (BRT) corridors defined in the Fresno COG SCS conform to the City of Fresno's 2035 General Plan Update, and are an integral part of high capacity transit corridors that link major activity centers within the urbanized area. The BRT corridors are planned for Blackstone Avenue from Friant Road to the Central Business District (CBD), and Ventura Avenue/Kings Canyon Corridor from Clovis Avenue to the CBD. Shaw Avenue from Highway City on the west to State Route 168 (SR 168) on the east is proposed as the second BRT corridor. The other BRT corridors planned in the 2014 RTP are California Avenue in Southwest Fresno, Cedar Avenue BRT, and the Southeast Growth Area (SEGA) BRT extension. The Caltrans Environmental Justice Grant Program funded Ventura / Kings Canyon Corridor Complete Streets Plan (February 2015) provides recommendations to revitalize the BRT corridor for all modes of transportation. The Blackstone Avenue Corridor Smart Mobility Project will build upon the Ventura / Kings Canyon Corridor Plan for the creation of the initial and continuous BRT corridor along Blackstone Avenue and Ventura/Kings Canyon for the City of Fresno.

These BRT corridors form vital links to existing and planned activity centers within Fresno. These activity centers include a close proximity of buildings with mixed land uses and are well integrated with multiple modes of transportation including walking, biking, and public transit. Frequent and reliable BRT service will be a cornerstone of these activity centers.

The Activity Center place-type used in The Blackstone Project will demonstrate:

- Location Efficiency by integrating transportation and land use to maximize accessibility and achieve high levels of pedestrian, bicycle, and transit use, while measurably reducing VMT and shortening trip length within and among the Activity Centers connected along Blackstone by BRT.
- Reliable Mobility by emphasizing network management to reduce and avoid congestion while increasing predictability and capacity that support economic activity within Activity Centers and along the Blackstone Avenue Corridor.
- Health and Safety by solving current transportation system safety issues and by designing multi-modal access within and among Activity Centers to reduce potential serious injuries and fatalities while encouraging active transportation and diminished exposure to pollution.
- Environmental Stewardship by directing new development and revitalization resources to existing urban areas, conserving natural environments by reducing the need to build outward and increasing demand to develop in and around Activity Centers, and by measurably reducing greenhouse gas emissions by promoting multi-modal access integrated with BRT along Blackstone.
- Social Equity by intentionally engaging and supporting disadvantaged and environmental justice community members' participation in deliberation of the area's unmet needs, the design and management of Activity Centers and corridor transportation systems along the Blackstone Avenue Corridor, so their economic, social,



and physical needs are addressed and the benefits and burdens of the transportation system are equitably distributed.

- Robust Economy by emphasizing business revitalization, business expansion, and new business development within Activity Centers and along Blackstone, that creates new jobs and economic activity in support of the overall economic health and competitiveness of Fresno and the San Joaquin Valley.

The Blackstone Project will also build upon relevant Transportation Concept Reports (TCR) prepared by Caltrans. The State Route 41 and State Route 180 TCRs identify improvements or enhancements to these corridors that are beneficial to both transportation and land use planning decisions while balancing adequate operations for various modes within the limits of the existing facilities and/or right-of-way. These improvements are beneficial to both the state highway systems as well as the adjacent local roadway networks in improving circulation and safety and reducing vehicular traffic volumes.

### Project Area Demographics and Disadvantaged Communities

The entire 8 ½ mile length of the Blackstone BRT corridor designated in the Fresno 2035 General Plan from Divisadero Street in downtown Fresno and running north to Audubon Drive, with its adjoining commercial districts and neighborhoods one-half (1/2) mile east and west of Blackstone Avenue, truly represents a higher poverty microcosm of Fresno. This corridor area encompasses over 2,100 businesses and 50,000 residents, about 10% of Fresno's total. The poverty rate along Blackstone is 34% vs. 29% for the city. Median household income is less than \$32,000 vs. \$42,000 for the city. Ten of the eleven census tracts along the corridor have poverty rates above the average for the city, which is approximately 150% higher than the state of California's poverty rate. Blackstone environs are racially mixed, and fairly representative of Fresno as a whole. Over half of Blackstone's residents identify as Hispanic or Latino, and just under 30% identify as non-Hispanic White. 9% of residents identify as Asian or Pacific Islander alone, and 7% identify as African American.

### CalEnviroScreen 2.0: Project Area Poverty, Environmental Exposure/Burden, and EJ Communities

California's Environmental Protection Agency has developed the "CalEnviroScreen 2.0" which helps pinpoint poor and disadvantaged communities that may be particularly vulnerable to pollution. CalEnviroScreen 2.0 shows the entire Blackstone corridor scores in the top 15% of disadvantaged communities in the state. Throughout the Blackstone corridor, 34% of residents speak Spanish at home and 56% speak English at home. Almost 20% of Blackstone residents speak English less than very well (of which, 78% speak Spanish) (American Community Survey 2008-2012).

Zeroing on the project focus area from Dakota Avenue to Divisadero Street, the most recent 5-year American Community Survey data for the 6 census tracts for the study area in which the corridor passes through show a population of 30,193. Latinos are the majority in all but one, with large Asian (ranging from 4% to 20%) and African American (ranging from 5% to 11%) populations. The average household median incomes in the various tracts range from \$17,050 to \$35,406, far below the state average of \$58,650 (ACS 2013 5-year data). 98% of the students at Susan B. Anthony Elementary School qualified for the federal free and reduced price meal program in 2014, another clear indicator of poverty. Finally, CalEnviroScreen 2.0 shows all the census tracts in the top 15% most disadvantaged communities in the state (with two in the top 5%).

#### Project Partners Fresno Metro Ministry and Local Government Commission - EJ Community Engagement Experience

The City of Fresno is partnering with sub-applicants Fresno Metro Ministry (Metro) and Local Government Commission LGC).

Metro is included as a sub-applicant on the grant proposal to provide leadership for community outreach, engagement, and preparation of community constituents, especially EJ and disadvantaged community members, to effectively participate in design workshops that it will help facilitate along with LGC and the consultant. Metro has been engaging diverse community leaders and groups with appropriate cultural and relevant language skills in health equity and environmental justice (EJ) advocacy in Fresno and the Valley for 45 years. Starting in early 2015, Metro has been intensively engaging neighborhood, business, and institutional stakeholders along Blackstone as part of strategic work organized by Metro to help build the Better Blackstone Association – see [www.betterblackstone.com](http://www.betterblackstone.com). Metro's work with environmental justice and disadvantaged communities has included development of a copyrighted Cross-Cultural Cluster curriculum tool over 20 years ago, major health equity advocacy and community organizing in the 1980s/1990s, and more recent land use/transportation planning related involvement with community education and advocacy for adoption the City of Fresno General Plan Update, implementation of Bus Rapid Transit, initiation of the Better Blackstone Association, and California Walks activities in neighborhoods along the Blackstone Avenue Corridor. Metro staff has Spanish, Hmong, and Lao language skills

LGC is included as a sub-applicant on the grant proposal to assist with public process facilitation. Since 2000, LGC has managed over 60 Caltrans Environmental Justice and Community-Based Transportation Planning projects. The City, Metro and LGC will engage local residents, businesses, schools, community groups and decision-makers—as they have successfully done on past projects—through a participatory community design charrette process. LGC has effectively partnered with cities, counties and Caltrans and throughout California on similar projects that were funded by Caltrans Transportation Planning Grants. Improving public participation in the planning process is one of LGC's central areas of expertise and practice, with a focus on community design, safety and health in the built environment, walkable and bicycle-friendly communities, and strategies to implement community-identified goals. LGC has conducted over 60

public participatory planning projects in California, many in cities and towns in the Central Valley (including Stockton, Sacramento and Fresno), and recently completed a new guide, "Participation Tools for Better Community Planning." LGC's process brings together residents, stakeholders, decision-makers, staff and technical consultants in meetings, design workshops, and walking and bicycling assessments over a concentrated period of time to forge collaborative visions. LGC has bilingual staff members who utilize their Spanish speaking skills to better engage the public. Metro, working with local community-based partners, will canvass the neighborhoods within the project area, identify motivated diverse neighborhood stakeholders (including interested business and institutional stakeholders), convening them in small groups and community meetings, and engaging them in the use of tools presented by LGC to learn and apply transportation and land use planning and design principles and practices to their local context. Metro's multilingual outreach team will conduct all on-the-ground community outreach to ensure good representation of environmental justice communities through participation of diverse low-income and minority residents at project events, including providing culturally competent materials, live interpretation and childcare as needed.

## RESPONSIBLE PARTIES

The City of Fresno Development and Resource Management Department is the proposal applicant and will be the grant recipient. The City will partner with Fresno Metro Ministry and the Local Government Commission (LGC). Both entities are 501(c) 3 non-profit organizations.

The City, with support from the project partners, will conduct a competitive RFP process to select a highly qualified consultant team to assess study area existing physical conditions, participate in the community engagement process, develop and evaluate design alternatives and produce the final plan document. Consultants selected will have expertise in transportation planning, traffic engineering, designing for transit, pedestrians, and cyclists, urban design, and public infrastructure and private development finance.

The roles and responsibilities of the City and sub-applicants are detailed below.

City of Fresno. The City of Fresno Development and Resource Management Department is the lead applicant for the project. The City will be the grant recipient, execute the Restricted Grant Agreement with Caltrans, and execute agreements with the sub-applicants. The City, assisted by the partners, will conduct a competitive bid process to select a qualified consultant team with multimodal transportation planning, traffic engineering, urban design, and public infrastructure cost analysis and financing expertise. The City will provide staffing support to meet the 11.47 percent local match. Staff will coordinate with project partners and agencies, participate in community workshops, attend meetings, provide data and policy documents, review consultant products, and direct revisions. City staff will prepare quarterly invoices and reports to

Caltrans with support from the sub-applicant. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

Fresno Metro Ministry (Metro) and The Local Government Commission (LGC) will be grant sub-recipients with the joint responsibility for all community outreach and engagement, with special emphasis on ensuring effective participation of disadvantaged and environmental justice community members at community meetings and design workshops. Metro is a 45-year old Fresno based community-benefit organization, and functions as the staff and support agency for the Better Blackstone Association. LGC is a 35-year old highly regarded Sacramento based non-profit with extensive experience in coordinating and facilitating public participatory planning processes, land use and transportation planning and design. Both Metro and LGC have multi-cultural and multi-lingual staff and long-term experience with effectively engaging disadvantaged and environmental justice community members in public planning processes.

Consultant. The selected firm (or team of consultants) will analyze and document corridor segments and Activity Center area baseline conditions, will actively engage in the public process of the Community Design Events, develop design concepts and recommendations that respond to input from the community and implementing and overseeing agencies, and prepare the plan document.

#### OVERALL PROJECT OBJECTIVES:

- Engage Project Area Residents – Especially Environmental Justice and Disadvantaged Communities: Engage project area residents in planning and design processes, especially those members of the community that have otherwise been left out of public planning, design, and decision making processes such as environmental justice and disadvantaged communities.
- Prepare Project Area Constituents to Participate: Identify, gather, and build relevant skills, capacities, and tools of diverse community, business, and institutional constituents and their associations along and adjoining the Blackstone Corridor study area to fully participate in and inform the project's successful conduct, completion, and ultimate implementation.
- Improve Local, Regional, and State Level Communication: Improve communication among Activity Center area stakeholders, BRT corridor-wide residents, business owners, interest groups, the City, and regional and state agencies to increase the sustainability of constituent engagement in public transportation planning processes.
- Increase Access and Safety for Environmental Justice and Disadvantaged Communities and All Travel Modes: Identify Activity Center and corridor strengths and weaknesses that impact safety, access and mobility for pedestrians, bicyclists, transit riders and motorists – with specific emphasis on increasing safety, access and mobility for environmental justice and disadvantaged communities.

- Identify and Address Impacts on Business Opportunities: Identify strengths and weaknesses that impact business opportunities and performance within Activity Center areas and along the corridor.
- Address Multimodal Access and Safety Improvements: Evaluate and recommend Activity Center area and corridor street cross-section alternatives with corridor multimodal access and safety improvements on Blackstone Avenue for transit and other modes.
- Enhance Sidewalks and Streetscapes: Produce Activity Center area and corridor design concepts for sidewalk and streetscape enhancements to support pedestrian access to transit, access to businesses and services, and installation of street furniture, public art, street trees and the preservation and health of existing trees.
- Improve Pedestrian Crossing Access and Facilities: Produce Activity Center area and corridor design concepts for pedestrian crossing improvements, such as curb extensions and enhanced crosswalks that also meet or exceed ADA standards.
- Improve Bicycle Access and Facilities: Identify potential bicycle corridors and produce design concepts for bicycle facilities and treatments within Activity Centers along the corridor such as standard and protected bike lanes, bicycle racks and bicycle parking corrals –using Caltrans’ Bicycle Guide for District 6 and Complete Street Elements and FHWA’s document on Separated Bike Lanes - [http://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/publications/separated\\_bikelane\\_pdg/page00.cfm](http://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/separated_bikelane_pdg/page00.cfm), City of Fresno Bicycle, Pedestrian and Trails Master Plan, 2010
- Improve Roadway Traffic Calming: Recommend Activity Center area and corridor design concepts for roadway traffic calming.
- Integrate On-Street and Off-Street Parking: Recommend Activity Center area and corridor configurations for on-street parking and access and location of off-street parking, including potential opportunities for shared parking arrangements and electric vehicle charging stations.
- Improve Gateway and Wayfinding Signage: Identify Activity Center area and corridor opportunities and recommendations for gateway improvements and directional signage.
- Recommend Locally Feasible Implementation Strategies: Identify locally feasible implementation strategies and funding approaches for recommended public and private improvements in Activity Center area and related corridor segments, and clear next steps for implementation.
- Facilitate High Quality, High Frequency Transit: Identify design strategies and facility enhancements to promote transit ridership for the elderly, disabled, low-income, students and youth and to establish maximum connectivity, ridership, and revenue potential for the future Blackstone Avenue Corridor Bus Rapid Transit to reach its highest capability.

## 1. Project Planning and Coordination

### Task 1.1: Conduct Project Kickoff Meeting

The City will conduct an initial meeting with Caltrans District staff to discuss and agree on grant procedures and project expectations including invoicing, quarterly reporting,

and all other relevant project information including submission of the Fresno City Council of the grant award resolution.

- Responsible Party: City of Fresno

#### Task 1.2: Assemble Project Management Team

The City will designate a staff grant project manager for project oversight, administrative responsibilities, and operations. The City will coordinate with Caltrans to identify appropriate District 6 staff to participate in the project. The City will execute agreements with the sub-applicants Metro/LGC, who will organize and facilitate the public outreach and community engagement process. The City will conduct a competitive bid RFP process for selecting the consultant team to support and participate in the community design workshops and produce the final plan document.

- Responsible Party: City of Fresno, Metro/LGC

#### Task 1.3: Procure Consultant Team

The City will prepare a Request for Proposals (RFP) to solicit a consultant team to develop plan products. The procurement process will be consistent with City standards and procedures established by Caltrans. The City will review the proposals and make the final selection of a consultant.

- Responsible Party: City of Fresno, Metro/LGC

#### Task 1.4: On-going Coordination

☐ Hold monthly project team meetings. Weekly project team meetings will be to ensure good communication and continuous progress on all upcoming tasks. Consultants will be included in meetings after they are selected. Caltrans District staff will be asked to participate as a member of the project team.

☐ Convene advisory group and hold monthly meetings. Metro/LGC, in close coordination with the City, will convene an advisory group of approximately 12 participants to help guide the project. Participants will include environmental justice groups, neighborhood, business, and institutional stakeholder representatives from Better Blackstone Association, Every Neighborhood Partnership, Blackstone activity center areas and related corridor segments. Caltrans District staff will be asked to participate in advisory group meetings. Active partners in the advisory group will also include Fresno Council of Governments and FAX- Fresno Area Express.

☐ The advisory group will identify key stakeholders to engage, important community sensitivities to consider, and pertinent background information regarding the conditions, history, and needs of the community, with emphasis on disadvantaged and environmental justice community members. The advisory group will determine strategies for engaging all segments of the community and maximizing participation at

public events, as well as opportunities for coordination and synergy with other initiatives impacting the corridor.

- Responsible Party: City of Fresno, Metro/LGC, Consultant

#### Task 1.5: Document Conditions

The selected consultant will work with the City, project partners and other sources to compile and organize available information on existing conditions for the project area such as, traffic volumes, crash data, state route planning and construction plans, aerial and base maps, development standards and regulations, and relevant policy documents, reports and studies. The consultant and partners will conduct a joint site visit to meet with the advisory group and document conditions in the field. The consultant will then prepare a base map series for design concepts and analysis work and that can be easily understood by the public for use at meetings and public events. The Existing Conditions report will include a Smart Mobility Framework (place type and location efficiency) analysis and also serve as a basis for proposed development and circulation improvement.

- Responsible Party: City of Fresno, Metro/LGC, Consultant

Task	Deliverable
------	-------------

- |     |   |
|-----|---|
| 1.1 | Meeting notes   |
| 1.2 | Executed agreement with sub-applicants                    |
| 1.3 | Copy of RFP, distribution list, executed contract         |
| 1.4 | List of Advisory Group members, agendas and meeting notes |
| 1.5 | Existing conditions report, base maps                     |

## 2. Initial Community Engagement – Phase 1

### Task 2.1: Develop Community Outreach Plan

The project partners, with input from the advisory group, will prepare an outreach plan to inform the community about the project goals, background, milestones and schedule of activities and events. The plan will include an internal schedule with timing for release, distribution and placement of publicity items and a list of potential co-sponsors and co-promoters to assist with outreach and development of companion activities to maximize participation and positive input at Community Design Events. The project advisory group will hold monthly meetings (at least 6 meetings) from the initiation of the project through the end of the three or more Community Design Events.

- Responsible Party: City of Fresno, Metro/LGC

### Task 2.2: Develop and Disseminate Media and Publicity Materials

Materials will be produced in English and Spanish to inform all segments of the community about the planning process and how they may participate in developing the Blackstone Avenue Corridor Activity Centers Plan.

Blackstone Activity Center plans. Steps include:

- ☐ Produce Materials. The partners will produce flyers and posters in English, Spanish, and Hmong publicizing events for community-wide distribution.
- ☐ Distribute Materials. Materials will be posted in prominent locations and distributed in person. Elementary schools will be asked to send flyers home with students. Community members will be asked to distribute flyers at local events and through other channels identified by the advisory group. Businesses will be asked to display posters. The project partners will work on setting up traffic message boards or banners and signs announcing key events.
- ☐ Outreach to Media. Announcements and articles will be distributed to the Fresno Bee and other local media in English, Spanish and Hmong. Information will be posted on the City and FMM web sites, Facebook, and through newsletters and Cable Channel. Radio broadcast PSAs will be distributed to stations in Spanish and English. Distribution to and through churches, community centers, libraries, health centers, urgent cares, WIC offices and public television will be used since many EJ and Disadvantaged Communities have limited access to cable and the internet and often use public services and those listed above as a means of finding information free.

- Responsible Party: City of Fresno, Metro/LGC

#### Task 2.3: Conduct Stakeholder Small Group and Community Meeting Listening/Learning Sessions

The project partners, with input from the advisory group, will identify Activity Center area and specific corridor segment stakeholders for 60 to 90 minutes small group and community meetings designed to prepare stakeholders for Community Design Events and seek their knowledge of the study area, discuss their needs and concerns regarding mobility and access, surface issues that might not otherwise come up in a workshop setting, and gather candid input. Groups convened will emphasize inclusion of low income and minority community members, public health professionals, and healthy lifestyle and active transportation advocates. Listening and Learning sessions will include: local elected officials and staff, regional and state agencies, transit providers, emergency responders, retailers, employers and property owners, environmental groups, neighborhood leaders, faith-based groups and community service providers, and individuals and interest groups that represent particular segments of the population, such as seniors, people with disabilities or non-English speakers.

- Responsible Party: City of Fresno, Metro/LGC

#### Task Deliverable

##### 2.1 Copy of outreach plan



- 2.2 Copies of outreach materials and distribution summary
- 2.3 Participant lists and meeting notes

### 3. Community Design Events

The project will engage residents and stakeholders in an intensive and highly participatory public process to assess and document conditions for all travel modes (walking, bicycling, transit, and driving) and users (youth, seniors, people with disabilities, residents, diverse groups, visitors, and businesses), identify shared values and concerns, and identify and prioritize enhancements to designated Activity Center areas and related corridor segments.

A public design charrette is the centerpiece of this community-based planning project. It will take place over a three to five day period to shape the development of the plan under Task 4. The purpose of the charrette will be to work with the Activity Center area and related corridor segment stakeholders to establish a shared vision and concepts for achieving Smart Mobility Framework principles and a transit-efficient/transit-friendly corridor that supports multi-modal travel and increases economic vitality and placemaking qualities. Metro/LGC will organize and facilitate the charrette activities with support from the City, consulting team, advisory group, and community volunteers.

#### Task 3.1: Agenda Development and Logistics

Metro and LGC will develop the detailed agenda for charrette events and activities. Metro/LGC with help from the advisory group and co-sponsors will arrange facilities and food (in accordance with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and educational activities.

- Responsible Party: City of Fresno, Metro/LGC, Consultant

#### Task 3.2: Multiday Charrette

The project partners and consultant will operate on site in Fresno for the community design charrette. The conceptual schedule of activities includes:

1. Opening community meeting with visual opportunities presentation and facilitated community input exercises.
2. Facilitated walking assessment(s), training and table maps (participants break out into small groups of 8 people around large aerial maps to identify problems and ideas for solutions). The walking assessment will build upon California Walks' Blackstone Avenue Pedestrian Assessment Audit.
3. Temporary installations to demonstrate potential design tools and concepts, such as a curb extension and conversion of on-street and/or off-street parking space for outdoor seating, landscaping and public art to gather public reactions and input.

4. Consultant team production days on-site with opportunities for impromptu meetings and drop in visits.
5. Technical review of concepts with the City, Caltrans and FCOG staff
6. Closing evening community presentation of preliminary design concepts and recommendations for feedback and guidance

- Responsible Party: City of Fresno, Metro/LGC, Consultant

### Task 3.3: Review of Plan Concepts

Approximately one month following the charrette, the consultant will return to Fresno to meet with the advisory group, City staff and Caltrans to review charrette outcomes and proposed plan concepts. The consultant, assisted by project partners, will hold an evening community meeting to present the proposed concepts and prioritize preferred projects to shape Task 4.

- Responsible Party: City of Fresno, Metro/LGC, Consultant

### Task Deliverable

- 3.1 Charrette schedule and agenda
- 3.2 Participant lists, digital presentations with initial concepts and review of charrette process and input
- 3.3 Digital presentation of refined concepts

## 4. Develop Comprehensive Implementation Strategies that Include Locally Feasible Financing Models

Feasible implementation strategies and locally acceptable financing approaches are critical for this project to produce effective and generative results. Public and private improvements for Blackstone Activity Centers and related corridor segments that can encourage and support increasing transit ridership for BRT, and compatible multi-modal use, and in turn lead to increased private investments for new transit-oriented development and other transit, bike, and pedestrian supportive improvements, must be financed in ways that are not only part of integrated strategies that all involved will understand and support, but must be informed by what will work for the financial, development, and real estate industries. Consultant team members with the expertise required will complete the tasks described below.

### Task 4.1: Comprehensive Implementation Strategies

Consultants with expertise in appropriate analysis of transportation and land use implementation on multi-modal corridors such as Blackstone will prepare a comprehensive report that lists and explains the relevant implementation strategies for the Blackstone Activity Centers and related corridor segments based upon the priorities developed by the public process for this project.

- Responsible Party: City of Fresno, Consultant

### Task 4.2: Locally Feasible Financing Approaches

Consultants, with the help of Metro/LGC, will convene local, state and national banks and other financial institutions, developers, and other real estate professionals to develop locally feasible financing approaches for the project. All feasible mechanisms and tools available to finance the recommended public and private improvements as part of the project will be identified, evaluated, and presented in a report and reviewed.

- Responsible Party: City of Fresno, Consultant

Task 4.3: Develop an Improvement Projects Funding Matrix. The matrix will include a list of improvement projects, phasing/timing, cost estimates and potential funding sources.

- Responsible Party: City of Fresno, Consultant

#### Task Deliverable

- 4.1 Implementation Strategies Report
- 4.2 Locally Feasible Financing Approaches Report
- 4.3 Develop an Improvement Projects Implementation Funding Matrix

#### 5. Draft and Final Plan

##### Task 5.1: Administrative Draft Plan

Three months following the charrette, based on the existing conditions analysis and input from the community engagement process, the consultant will prepare and circulate an administrative draft plan for review by the City, Caltrans staff and members of the advisory group. The plan will include conceptual designs and recommendations shown in plan view, cross sections, sketches and/or photo simulations for improved road safety and operations, pedestrian, bicycle and transit facilities, streetscape features, parking, traffic calming, and community focal points in Activity Centers and related corridor segments. The report will also contain a record of the charrette process, proposed timing and prioritization for implementation of the recommendations, cost estimates for design improvements, and potential funding sources and strategies. The consultant will circulate the draft plan to the City, Caltrans staff and the advisory group for review and approval.

- Responsible Party: City of Fresno, Metro/LGC, Consultant

##### Task 5.2: Public Review Draft Plan

The consultant will make revisions (cycle 1) to the document based on comments and feedback under Task 5.1. The City will make the revised document available for public review and comment.

- Responsible Party: City of Fresno, Metro/LGC, Consultant

##### Task 5.3: Final Draft

The consultant will make final revisions (cycle 2) to the document based on reviewing agencies and public comment.

- Responsible Party: City of Fresno, Metro/LGC, Consultant

Task 5.4: Submit Final Plan for Caltrans review and approval.

- Responsible Party: City of Fresno, Metro/LGC, Consultant

Task 5.5: City Council Approval/Acceptance

The consultant will present the final plan to City Council for approval/acceptance.

- Responsible Party: City of Fresno, Metro/LGC, Consultant

Task 5.6: Plan Submission

The consultant will deliver the final plan to City. The City will submit four hard copies and four electronic copies of the final document to Caltrans, and credit Caltrans for its financial contribution on the cover of the report.

- Responsible Party: City of Fresno, Consultant

Task Deliverable

- 5.1 Administrative draft plan document
- 5.2 Public review draft document (with revisions)
- 5.3 Revised final draft (with revisions)
- 5.4 Digital presentation, meeting notes and final plan submission to Caltrans for review and approval
- 5.5 City Council Action
- 5.6 Final plan (digital and bound copies)

## 6. Fiscal Management

Grant administration — including contracting, submission of progress reports, accounting, invoicing and provision of documentation as required by Caltrans — will be managed by the City of Fresno.

Task 6.1: Quarterly Reporting

City of Fresno Accounting Division will oversee and process invoicing packages. The City will submit quarterly project reports and fiscal reports to Caltrans District staff to provide a summary and percent complete of project progress and grant/local match expenditures.

- Responsible Party: City of Fresno

Task 6.2: Invoicing

The City will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly).

- Responsible Party: City of Fresno

Task	Deliverable
------	-------------

6.1	Quarterly Reports
-----	-------------------

6.2	Invoices packages
-----	-------------------

## **SCHEDULE OF FEES AND EXPENSES**

SEE ATTACHED

# EXHIBIT A

## SCHEDULE OF FEES AND EXPENSES

TASK	TOTAL PROPOSED BUDGET		
	TOTAL LABOR	TOTAL EXPENSES	TOTAL BUDGET
	Hourly Rates		
<b>Task 1: Project Planning and Coordination</b>	<b>\$ 61,335</b>	<b>\$ 720</b>	<b>\$ 62,055</b>
1.1 On-going Coordination	\$ 17,170	\$ 235	\$ 17,405
1.2 Document Conditions and Needs Assessment	\$ 44,165	\$ 485	\$ 44,650
<b>Task 2: Initial Community Engagement - Phase 1 (No consultant team involvement)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Task 3: Community Design Events</b>	<b>\$ 42,739</b>	<b>\$ 3,670</b>	<b>\$ 46,409</b>
3.1 Agenda Development and Logistics	\$ 2,938	\$ -	\$ 2,938
3.2 Multiday Charrette	\$ 20,231	\$ 2,185	\$ 22,416
3.3 Review of Plan Concepts	\$ 19,570	\$ 1,485	\$ 21,055
<b>Task 4: Develop Comprehensive Implementation Strategies that Include Locally Feasible Financing Models</b>	<b>\$ 22,409</b>	<b>\$ -</b>	<b>\$ 22,409</b>
4.1 Comprehensive Implementation Strategies	\$ 6,413	\$ -	\$ 6,413
4.2 Locally Feasible Financing Approaches	\$ 9,292	\$ -	\$ 9,292
4.3 Develop an Improvement Projects Funding Matrix	\$ 6,705	\$ -	\$ 6,705
<b>Task 5: Draft and Final Plan</b>	<b>\$ 36,519</b>	<b>\$ 608</b>	<b>\$ 37,127</b>
5.1 Administrative Draft Plan	\$ 22,666	\$ 175	\$ 22,841
5.2 Public Review Draft Plan	\$ 5,748	\$ 75	\$ 5,823
5.3 Final Draft	\$ 3,838	\$ 75	\$ 3,913
5.4 Submit Final Plan for Caltrans review & approval	\$ 1,100	\$ 63	\$ 1,163
5.5 City Council Approval/Acceptance	\$ 1,967	\$ 220	\$ 2,187
5.6 Plan Submission	\$ 1,200	\$ -	\$ 1,200
<b>TOTAL</b>	<b>\$ 163,002</b>	<b>\$ 4,998</b>	<b>\$ 168,000</b>

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **Consultant Service Agreement between City of Fresno (the "City") and Fresno Metro Ministry (the "Consultant") Southern Blackstone Avenue Smart Mobility Plan**

#### **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 shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that the City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Consultant, and the City, prior to commencement of any work by the subcontractor.

**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
Southern Blackstone Avenue Smart Mobility Plan

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

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Additional page(s) attached.

  
 Signature

March 7, 2018

Date

Philip Erickson

(name)

Community Design + Architecture

(company)

610 16th Street, Ste 420

(address)

Oakland, CA 94612

(city state zip)