

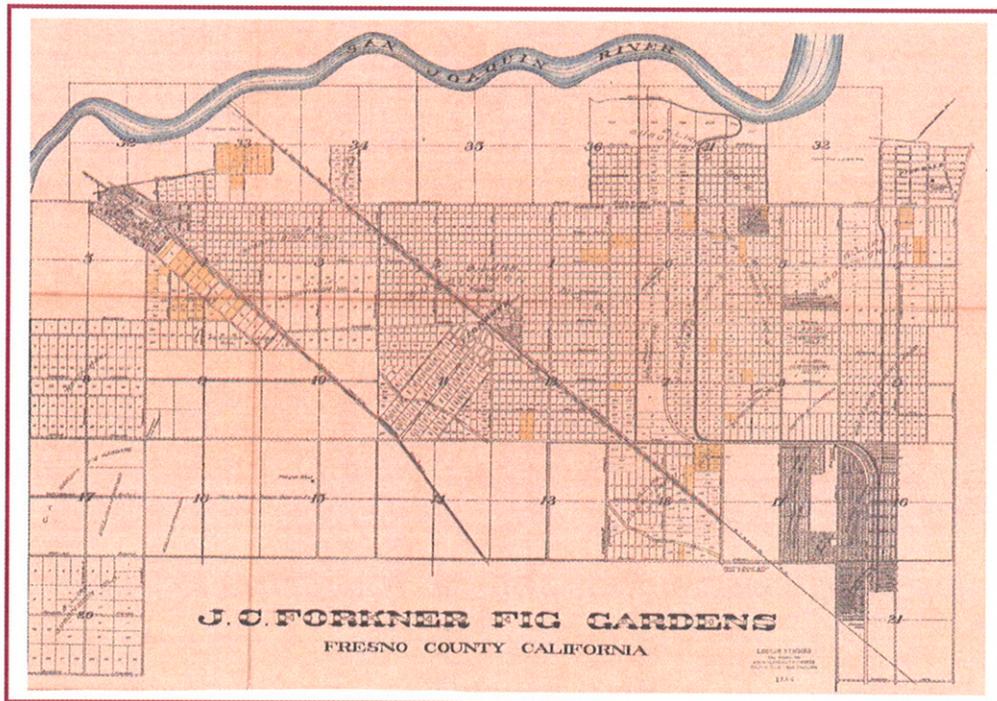
REQUEST FOR QUALIFICATIONS/PROPOSALS

FOR

CONSULTING SERVICES FOR

OLD FIG GARDEN COMMUNITY TRANSPORTATION

AND LAND USE PLAN



PROPOSALS DUE:
Friday, July 29, 2011 by 5 PM

Proposal Contact: Karana Hattersley-Drayton
Development and Resource Management
Karana.hattersley-drayton@fresno.gov
(559) 621-8520

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Attachments:

Approved Project Budget and Timeline

Copy of Grant Application, Old Fig Garden Transportation and Land Use Plan

City of Fresno Template, Standard Consulting Agreement

***Values and Vision Statement:
Fig Garden Homeowners' Association***

Five years from now Old Fig Garden will have created a harmonious connection between a valued historic neighborhood and the urban growth (which surrounds it). We envision an area that has safe and secure access for pedestrians and biking trails in a context which highlights our historic heritage. We want to achieve this vision through the following measures:

---Provide safe passage for school children, pedestrians and bikers.

---Investigate traffic calming measures which are conducive to the rural lifestyle that we have.

----Protect and celebrate the architectural heritage and historic landscapes of the J.C. Forkner Fig Gardens, a 12,000 acre subdivision first developed in 1915.

Notice Inviting Qualifications/Proposals (RFP/Q) For:

**CONSULTING SERVICES FOR THE OLD FIG GARDEN COMMUNITY
TRANSPORTATION AND LAND USE PLAN**

The City of Fresno is soliciting Qualifications/Proposals from qualified consultants to work collaboratively with the City's Development and Resource Management Department and its partners, the County of Fresno, the Fig Garden Homeowners Association, the Fresno County of Governments and CALTRANS District 06, on a land use and transportation plan for a project area encompassing the County island of "Old Fig Garden" and adjacent neighborhoods located within the City's District 1 and District 7 ("Project" or "Plan"). The Plan will define appropriate transitions from these established residential neighborhoods to adjacent city and state transportation corridors, promote traffic calming, bike and walking trails, safe routes to schools, and encourage context sensitive development that recognizes and preserves the historic fabric and urban forest of the Old Fig Garden Neighborhood.

The deadline for submission of Qualifications/Proposals is **Friday, July 29, 2011**. The **deadline for completion of all work under this Scope of Services is October 10, 2012**.

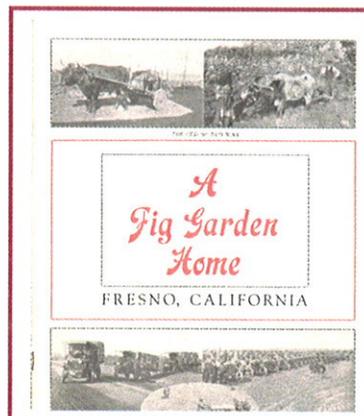
**City of Fresno Development and Resource Management Department
2600 Fresno Street, Room 3043
Fresno, CA 93721
Attention: Karana Hattersley-Drayton**

OR

**Email with Subject: Old Fig Garden Consulting
To: karana.hattersley-drayton@fresno.gov**

The City of Fresno hereby notifies all proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract 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 of the Vietnam era.

The City reserves the right to reject any and all proposals.



Section 1
BACKGROUND INFORMATION

REQUEST FOR QUALIFICATIONS/PROPOSALS

THE CITY OF FRESNO INVITES CONSULTANTS
TO SUBMIT QUALIFICATIONS/PROPOSALS FOR

CONSULTING SERVICES FOR: Development of the transportation plan components, coordination of community outreach and stakeholder meetings, and preparation of a tree inventory of the “Old Fig Garden Neighborhood” as part of the “Old Fig Garden Community Transportation and Land Use Plan.”

The Project is supported by a Community-Based Transportation Planning Grant from CALTRANS, incorporated herein (“Grant”) and therefore has a “Not to Exceed” budget for consulting services of a total of \$260,500 (Please see attached budget). For more information about the Caltrans Grant program including terms and conditions, please refer to www.dot.ca.gov/hq/tpp/grants/html.

There are three discrete components of the Project: an education/outreach task, a transportation planning series of tasks, and a tree inventory for Old Fig. Consultants may prepare Qualifications/Proposals for one or all of the three discrete components of the Project. Please note that this Request for Qualifications is a search for one or more consultants who can demonstrate through experience and vision their ability to fulfill the objectives of the Grant, as funded.

Consultants chosen for a short list should plan to be available in Fresno for interviews the week of August 22nd-26th.

Background

Old Fig Garden is a county island within the north-central section of the Fresno-Clovis Metropolitan Area. The community was developed beginning in 1915 on 12,000 acres of land subdivided by J.C. Forkner as small garden farms of 10-40 acres. The Island includes a diversity of building types from the architect-designed homes along Van Ness Boulevard to adobe and stucco cottages on the side streets. Old Fig is a mecca not only during December, when 175,000 people visit Christmas Tree Lane, but also serves the Fresno community as a place to walk and bike.

Over recent years this rather pastoral way of life has been threatened by increasing traffic through the neighborhood (particularly along Ashlan Avenue) but also due to the rapidly urbanizing arterial streets of Blackstone Avenue, Shaw Avenue and Shields Avenue. The Fig Garden Homeowners Association considered the possibility of applying for a grant through the CALTRANS’ Community-Based Transportation Planning program in order to address land use, transportation and environmental concerns. In turn, the Homeowners approached both the County and the City of Fresno which has led to this first collaborative partnership among the three parties and the Fresno County Council of Governments. On August 16, 2010, CALTRANS officially awarded the County of Fresno and its sub-recipients including the City a grant of \$297,000.

The intent of this grant is to craft a Plan for the Old Fig Garden neighborhood that aggressively addresses the tension among the land use, transportation and commercial needs of the City's urban commercial corridors which surround this rural neighborhood, while preserving and celebrating the historic character of this County island. Due to transportation concerns and land use transitions which affect the greater area, the Project footprint includes City neighborhoods immediately adjacent to "Old Fig," (District 1 and District 7) and which were in fact part of the original J.C. Forkner Fig Gardens Subdivision. These areas of the City include pockets of extreme poverty and therefore environmental justice issues will be addressed in the scope of work.

Technical studies for the Project will include traffic and air quality (with recommendations for traffic calming), recommendations for design review, enhanced bike and walking trails, a tree inventory of the urban forest and a historic survey of Old Fig. Safety issues are an immediate concern for all residents within the target area and designation of enhanced safe routes to area schools will be one important product of this Project. A series of community charettes will allow all stakeholders and residents a voice in this planning process.

A Steering Committee comprised of County and City staff, a COG representative and three members of the Board of Directors of the Fig Garden Homeowners Association meet regularly to discuss and oversee the Project. The County of Fresno as lead applicant for the Project is serving as the fiscal agent for the grant and the City of Fresno is providing Project Management. In addition the City is preparing the historic survey as discussed under Task 4.1 in the Grant Scope of Work.

Scope of Work

The selected Consultant(s) is/are expected to provide expertise and services pertaining to the "Old Fig Garden Community and Transportation and Land Use Plan" and as such the Consultant(s) will provide the following:

Task I: Community Outreach and Strategizing (Grant budgeted at a total, \$24,000):

- Working with the Project team, develop strategies and program content for 3-4 community meetings at various locations throughout the target area. Work with neighbors and stakeholders to define "guiding principles" for their community vis-à-vis existing and future transportation and land use policies.
- Prepare advertising for these community charettes using a variety of media including notices to all property owners in the target area in English and Spanish.
- Prepare all materials (visual or otherwise) needed for these neighborhood meetings.
- Develop and present a program to at least 6 classrooms in local schools within the target area to engage the youth in the history of the neighborhood and in this community planning process.
- Deconstruct and provide analysis from these neighborhood meetings to the Project team and which will inform other components of the overall scope.

Task II: Transportation Planning (Grant Budgeted at \$224,500):

Specific Tasks Include:

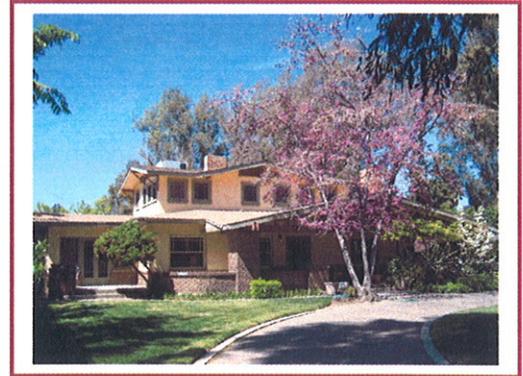
- Develop specific recommendations regarding land use area, densities and design transitions from the neighborhood into adjacent BUS Rapid Transit (BRT) corridors along Blackstone, Shaw and Shields Avenue.
- Prepare a traffic impact study and air quality study that includes potential traffic calming measures on major and minor streets in the Old Fig neighborhood of the Project Area.
- Identify potential wayfinding signs for Old Fig Garden.
- Working with input from school and community groups, identify safe routes to schools for entire Project target area.
- Expand upon existing bike and walking trails for target area, including a revisit to the collaborative Bankside trail project along the Herndon Canal and bicycle connections between neighborhoods and BRT corridors.
- Prepare Alternative Public Improvement Standards (API) for the major and minor streets of Old Fig, using models from the City of Fresno as well as other communities. Thus develop recommended street cross sections which respect and maintain the bucolic feel of the Old Fig Neighborhood while addressing flood control and other issues.
- Document above studies in a series of publications, with a draft copy prepared for review by the Project Team. Following input and revisions prepare a final copy of these reports (either consolidated or discrete) and submit two hard copies and one cd with the report(s). One of the hard copies should be unbound for easier copying and distribution.

The traffic study will document the existing and projected traffic volumes in the key Project area and surrounding streets; use patterns and local traffic dynamics; analyze existing and proposed levels of service; proposed distribution and their predicted impacts with mitigation; non-motorized use, including formal and ad-hoc school routes; and an assessment of the existing transportation system, including non-motorized, facilities, conditions and capabilities. The Consultant shall identify specific intersections and segments for evaluation, use available data from the County and City, perform volume, pedestrian and turning movement counts as needed while working with the Fresno COG traffic demand model, modified as necessary to reflect the City's current plans for BRT and surrounding higher-intensity corridors to reflect localized impacts within the study area for a 2035 model year.

The Consultant shall develop an area-wide plan for traffic and travel management, including motor vehicles and non-motorized uses (both bicycles and pedestrians), and specific traffic calming measures addressing both existing and anticipated issues, consistent with the grant intent. The Plan shall include recommendations for potential short-term low cost improvements and operational modifications as well as longer-term capital improvements and/or facility or operational modifications that meet the Grant intent. The Consultant shall include an integrated plan, including facility type & design, for bikeways, trails and pedestrian uses within the area, including safe routes to school. The Consultant should also take into consideration other means of transportation and available technologies supporting any available alternatives as a result.



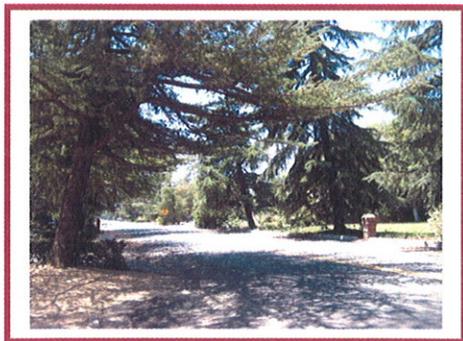
Houses along N. Van Ness Boulevard



Task III: Prepare a Street-by-Street Inventory of the Street Trees Within the Old Fig Neighborhood (Grant Budgeted at \$12,000):

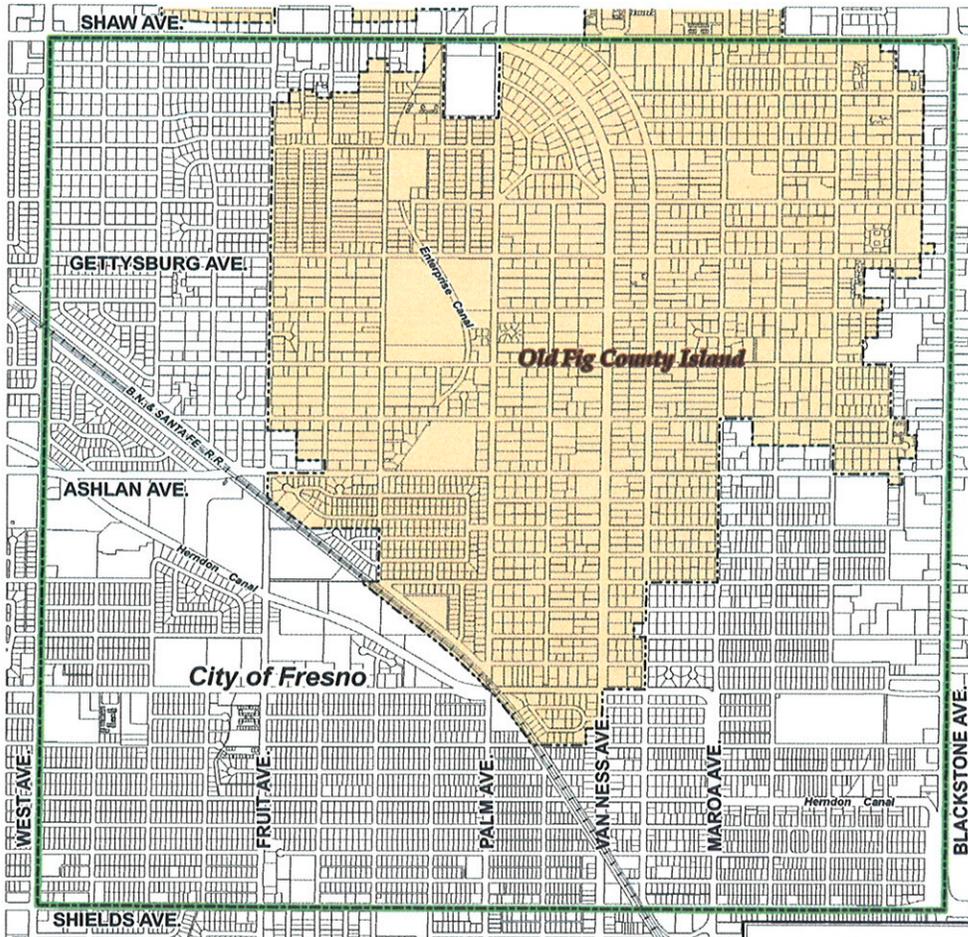
- Identify and document the planting history by J.C. Forkner and others of trees on all major and minor streets.
- Depict the species of street trees on a map at an appropriate scale.
- Evaluate the health of the trees with recommendations for future action.
- Submit 1 draft copy of the study/survey; following input from the steering committee finalize the study and provide 2 hard copies and a cd.

Intersection of Ashlan Avenue and Van Ness Boulevard; streetscape at Fig Garden Woman's Club



AREA MAP – FIG GARDEN PLAN AREA

Old Fig Garden Community Transportation and Land Use Plan Boundaries



LEGEND	
	Plan Boundary
	City Limits
	County of Fresno

Grant request submitted by the
County of Fresno, City of Fresno and
the Fig Garden Homeowners Association.

Section 2

REQUIREMENTS FOR SUBMISSION

Firm and Proposal Requirements

The deadline for submission of Proposals for this Project is by 5:00 PM on July 29, 2011. Please send ten (10) hard copies of your Proposals/Qualifications marked clearly on the outside as "Consulting Services, Fig Garden Planning Grant" to:

City of Fresno Development and Resource Management Department
2600 Fresno Street, Room 3043
Fresno, California 93721
Attention: Karana Hattersley-Drayton (Project Manager)

OR

E-mail with Subject: Fig Garden Planning Consultants
To: Karana.hattersley-drayton@fresno.gov

Consultants who are selected for a short list must be available to be interviewed on site in Fresno the week of August 22nd, 2011.

Please provide the following general information:

1. The individual or firm's name, home office address, address of the office to provide the services under contract, name of contact person and telephone number.
2. A description of the qualifications of the firm, primary business, other business or services, and key personnel to be assigned to this Project.
3. The names of potential sub-contractors for any specific task and their qualifications, licenses, certifications, etc. (for example, consultant or company for the tree inventory).

In addition, please provide the following specific information:

Describe your experience and expertise in the area of the various Project tasks, in particular:

1. Identify past clients (private or public agencies) you have represented.
2. Discuss your firm's experience in conducting similar work, providing information about the scope of these assignments. Include the contact information (name and telephone numbers) for **three to five references**.
3. Provide resume(s) of the principals who would provide the services and other key staff who might provide support.
4. Provide a brief description of the suggested approach for conducting an assignment of this type, and specific experience in this regard.

Conflict of Interest: Provide a statement of any and all conflicts you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your Proposals.

The City makes a concentrated effort to ensure any addenda issued relating to this RFQ/P are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the RFQ/P have been issued. Upon issuance by the City, all addenda are part of the Proposal. Signing the Proposal on the signature page thereof shall also constitute signature on all addenda.

Regulated Communications in City Procurement Process Ordinance

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code Chapter 4, Article 6 may be obtained by logging on to the City's website at <http://www.fresno.gov>. Under "Related Online Resources" on the bottom right portion of the home page click on "Fresno Municipal Code." Or view the Fresno Municipal Code directly at <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>.

Debarment

A Proposer who has been determined by the Council to be non-responsible may be debarred from bidding or proposing upon or being awarded any contract with the City or City of Fresno Redevelopment Agency, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Proposer may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

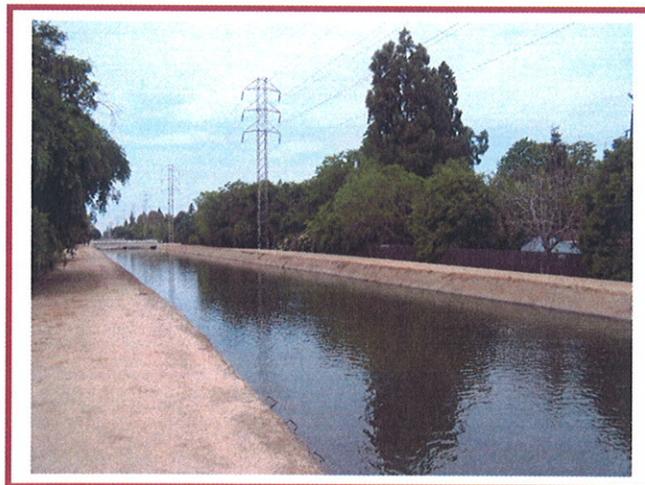
Fee Proposal: All Proposals, for each task must provide a proposed schedule of fees, including hourly time charges for each class of personnel to be used if work is to be charged on an hourly basis. If charges will be based on hourly time charges, a fee cap should be included with the Proposal, consistent with the Grant Budget.

Quotations shall also detail any items besides personnel costs that will be charged to the City. Provide hourly time charges for additional services requested by the City, if any, not included within the scope of routine services outlined in this Request for Proposal. Additional services would be undertaken only at the written direction of the City. Include proposed charges for travel and related expenses.

Public Records: The Qualifications/proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a Proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all of their Proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

Questions, Clarifications and Concerns: Any questions or concerns relating to this RFP/RFQ shall be directed in writing or by e-mail to the Project Manager, Karana Hattersley-Drayton at karana.hattersley-drayton@fresno.gov.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the RFP as a result of any questions. If questions arise after the deadline, please contact the above referenced Project Manager, but the City will not guarantee a response. The City will not be responsible for verbal responses made by parties other than the Project Manager.



*Herndon Canal,
through Old Fig*

SECTION 3 **SELECTION PROCESS**

The Selection Committee will include representatives from the City of Fresno, the County of Fresno and the Fig Garden Homeowners Association. It will be the responsibility of this committee to make recommendations advisory to the City Manager and in accordance with the award criteria enumerated below.

The Selection Committee will evaluate the Proposals on the following criteria:

- a. Value of work through the included time and materials rate.
- b. Ability to meet the stated service requirements.
- c. Qualifications, Past Performance and Experience based on Resources, Personnel, References and relevant experience including "Proposers Qualification Questionnaire."
- d. Conformance to the terms and conditions of the RFQ/P.
- e. Other related information.

The City reserves the right to accept or reject any or all Proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest. Notwithstanding the foregoing, Proposers are advised to provide all proposed Project documents. The City will be utilizing a standard City Consulting Services Agreement in the form attached hereto and incorporated herein and no exceptions to that Agreement will be made.

The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their Proposal.

Any award shall be on the basis of the criteria specified and made to the Proposer whose Proposal is judged as providing the best value in meeting the interest of the City and the objectives of the Project.

The City reserves the right to accept or reject any or all Proposals and may select, and negotiate with one or more proposers concurrently. The City reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any Proposal(s) with mutual consent of the proposer(s), to re-advertise for proposals if desired, and to accept the Proposal(s) which in the judgment of the City, even though it does not offer the lowest cost, is/are nevertheless deemed to offer the best value for the public and City. Any Proposals which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

Once the City has reviewed and evaluated the Proposals received and has determined for award the responsible Proposal(s) that provide(s) the best value to the City, that determination will be posted outside the Office of the Project Manager. It is the sole responsibility of interested Proposers to seek out this information. For those Proposers that have concerns or rebuttal of any determination of non-responsiveness or non-responsibility about the staff determination, they will be given an opportunity to submit, in writing, within [5] days to the Director of Department of Development and Resource

Management any concerns with the RFQ/P process or staff determination. Such writing will be taken under consideration by the City Manager and may be acted upon within [5] days. If no action is taken within such [5] days, then there shall be no change in staff determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

Each firm submits a Proposal at its own risk. No compensation will be due any firm for preparation of a written Proposal or for meeting with staff after a “short list” has been determined. No obligations or commitments are incurred by the City of Fresno in solicitation of these Proposals and selection until a service contract is executed.

The proposer agrees that City may have 21 days from July 29, 2011 to accept or reject Proposals. Depending on the amount of fees and charges under the contract, the award will either be by the City Manager or by the City Council.

Professional liability insurance (errors and omissions) with limit of liability of not less than an aggregate \$2,000,000 and commercial general liability of not less than an aggregate \$2,000,000 will be required for this Project. The City’s basic Consultant Agreement will be used, which includes a conflict of interest statement, and the completion of a statement of economic interest.

Consultant selection shall be in accordance with established City Consultant selection policy. **Fresno Municipal Code Section 4-109 provides for a preference to local firms as defined in said section, available on the City’s website at www.fresno.gov.**

Copies of provisions of the City’s standard Consultant Agreement, Local Preference and Consultant Selection Policy are also available on request. To request copies, please call Craig Agabashian at (559) 621-8003.



Streamline Moderne Style Home on Van Ness Boulevard

Attachments

RFP/RFQ Fig Garden Planning Grant

APPROVED PROJECT BUDGET AND TIMELINE

**CALTRANS GRANT PROPOSAL, OLD FIG GARDEN COMMUNITY TRANSPORTATION AND
LAND USE PLAN**

STANDARD CITY OF FRESNO CONSULTING AGREEMENT

**Fiscal Year 2010-11
TRANSPORTATION PLANNING GRANT
APPLICATION**

Check One Grant Program

- Community-Based Transportation Planning
 - Catalyst Project for Sustainable Strategies Pilot Program
- Environmental Justice
- Partnership Planning
- Statewide or Urban Transit Planning Studies
- Rural or Small Urban Transit Planning Studies
- Transit Planning Student Internships

PROJECT TITLE	Old Fig Garden Community Transportation and Land Use Plan		
PROJECT LOCATION (city(ies) and county(ies))	Fresno, Fresno County, California		
	APPLICANT		SUB-RECIPIENT(S)
Organization	Fresno County		1. City of Fresno - John Dugan, Director, Planning and Development Department
Executive Director and title Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Alan Weaver, Director, Dept. of Public Works and Planning		2. Fig Garden Homeowners Association - Louise Yenovkian, President
Contact Person and title Mr. <input type="checkbox"/> Ms. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/>	Lynn Gorman, Deputy Director of Planning		3. Council of Fresno County Governments - Tony Boren, Director
Mailing Address	2035 Tulare Street, Suite 201		
City	Fresno		
Zip Code	93721		
E-mail Address	logrman@co.fresno.ca.us		
Telephone Number	(559) 233-4148		
FUNDING INFORMATION			
Use Match Calculator to complete this section			
http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtpp_toolbox_files/Match_Calculator.xls			
Grant Funds Requested	\$	297,000	90.0%
Local Match - Cash	\$	24,750	7.5%
Local Match - In-Kind	\$	8,250	2.5%
Total Project Cost	\$	330,000	100.0%
Source of Local Match and Name of Provider(s)	COFCG: \$5,000; City, County, & FGHA: \$7,500 each. In-kind: City & County staff services & FHGA professional support		

The application package should not be more than 20 pages including any attachments and/or documentation other than letters of support and legislative representative lists. Do not bind the application.

Use the latest version of **Adobe Acrobat Reader®** to complete this application. An electronic version of the application is available (in a PDF format) at http://www.dot.ca.gov/hq/tpp/grant_files/1011/FY10-11_Transportation_Grants_Application.pdf

Fiscal Year 2010-11 TRANSPORTATION PLANNING GRANT APPLICATION

LEGISLATORS IN PROJECT AREA*			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District
Dean Florez	16	Juan Arambula	31
Dave Cogdill	14	Mike Villines	29

*For assistance with determining the legislators for the project area visit:
<http://www.legislature.ca.gov/port-zipsearch.html> (search by zip code)
<http://192.234.213.69/lmapsearch/framepage.asp> (search by address)

Grant applications must clearly demonstrate how the proposed transportation planning project promotes federal and/or state transportation planning goals.

1. Select the goals that apply and address the selections when completing the application

STATE TRANSPORTATION PLANNING GOALS For all Grant Programs

- Improve Mobility and Accessibility:** Expand the system and enhance modal choices and connectivity to meet the State’s future transportation demands.
- Preserve the Transportation System:** Maintain, manage, and efficiently utilize California’s existing transportation system.
- Support the Economy:** Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.
- Enhance Public Safety and Security:** Ensure the safety and security of people, goods, services, and information in all modes of transportation.
- Reflect Community Values:** Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
- Enhance the Environment:** Plan and provide transportation services while protecting our environment, wildlife, historical and cultural assets.

**Fiscal Year 2010-11
TRANSPORTATION PLANNING GRANT
APPLICATION**

**REGIONAL BLUEPRINT AND SUSTAINABLE COMMUNITIES GOALS
For Community-Based Transportation Planning and Environmental Justice**

- Complements or advances the Region's Blueprint Planning efforts.
- Advances a community's efforts to reduce greenhouse gases and will assist transportation agencies in creating enduring communities.

**FEDERAL TRANSPORTATION PLANNING GOALS
For Partnership Planning and Transit Planning**

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
- Increase the safety of the transportation system for motorized and non-motorized users.
- Increase the security of the transportation system for motorized and non-motorized users.
- Increase accessibility and mobility of people and freight.
- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
- Promote efficient system management and operation.
- Emphasize the preservation of the existing transportation system.

**Fiscal Year 2010-11
TRANSPORTATION PLANNING GRANT
APPLICATION**

2. Project Description (maximum of 1 page), (20 points)

- A. Briefly summarize project (maximum of 60 words. 10 points)
- B. Briefly describe the project area (e.g. urban/rural/suburban setting, geographic characteristics, location, etc. (10 points)

A. The project will culminate in a land use and transportation plan that defines appropriate transitions from the established residential neighborhood to adjacent city and state transportation corridors, promotes traffic calming, bike and walking trails, wayfinding, safe routes to school, and encourage context sensitive development that recognizes and preserves the historic fabric and urban forest of the Old Fig Garden Neighborhood.

B. Old Fig Garden is a large county island within the north-central section of the Fresno-Clovis Metropolitan Area. Within the community are residences, schools, and limited community facilities. The park-like qualities and green, walkable streets of the neighborhood are valued by all residents. The community was developed beginning in 1915 by J.C. Forkner as small garden farms of 10-40 acres, and included plantings of over 600,000 fig trees, Deodar cedars, oleanders and eucalyptus along seven miles of Van Ness Boulevard, connecting the community to downtown Fresno. It was subsequently subdivided further into the mosaic residential community that exists today, recognized for the historic trees lining the residential grid streets and blend of distinct architectural styles.

The community was well established when the City of Fresno grew to and around it, and expansive growth since the 1960s has pushed the city further north to its limits at the San Joaquin River. The Old Fig Garden neighborhood is bound on the north, east, and south by Shaw, Blackstone, and Shields Avenues, major commercial arterials with attendant heavy vehicular traffic. The City seeks to revitalize these aging commercial corridors with high density mixed uses and high-intensity transit, while respecting the integrity and community values of the neighborhoods of Old Fig Garden.

The roughly four square mile neighborhood is traversed by several through ½ mile grid streets that carry substantial traffic and provide a regional function beyond their "local" designations. Ashlan Avenue runs east to west through the heart of Old Fig and connects arterial-level traffic between the two freeway systems, but also creates mobility challenges for the community.

Due to shared transportation concerns and land use transitions which affect the greater area, the project includes the City neighborhoods immediately adjacent to "Old Fig", also part of the original Forkner Fig Garden Subdivision (see attached maps). According to the 2000 census this area includes 8,864 households with a median income of \$36,205. The population is self-identified as 50.9% white, 34.1% Hispanic, 6.2% Asian and 5.5% African-American.

**Fiscal Year 2010-11
TRANSPORTATION PLANNING GRANT
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3. Project Justification (maximum of 1 page), (20 points)

- A. List and describe the problems and/or deficiencies that the project is attempting to address. **(10 points)**
- B. Describe how the project will address the identified problems and/or efficiencies. **(10 points)**

A. The Old Fig Garden neighborhood is an enclave of quiet shaded streets surrounded by urban neighborhoods and business corridors that are slated for significant intensification of land uses. The status and design of Ashlan Avenue have been a long-term unresolved issue and source of friction between the community and the traffic demands of the urban area.

Old Fig is bounded by major arterial streets which connect this community to State Routes 41 and 99. The City plans substantial intensification of the surrounding area, part of a larger City-wide effort to alter historic outward growth patterns in favor of better utilization of land, environmental and financial resources. This will intensify use but also rejuvenate older areas in accord with the City's Sustainable Fresno/Fresno Green policies. These arterials - Blackstone Avenue, Shaw Avenue and Shields Avenue - are specifically targeted by the City of Fresno as future Bus Rapid Transit (BRT) corridors and Activity Center Corridor Intensification (see map). While these plans create the opportunity for sustainable renewal of older commercial areas, they create a challenge for how the corridors relate and interact with the established Old Fig Garden community.

Of urgent concern are pedestrian safety issues within the Study boundaries. Designated safe routes to the area's schools – as well as educational programs for area families--- are critical. Both residents and outsiders use the streets, canal banks, and railroad corridors as ad-hoc walking paths.

Old Fig Garden has recently been declared a Historic District by the County of Fresno, but there are no resources to inventory and protect the historic features, especially the street landscapes.

B. The project will enable the community to develop a cohesive and integrated plan for the future of Fig Garden that preserves its stability and unique qualities while adapting to the changing City around it. The study will evaluate what proper transitional uses should be between new high intensity uses and older established residential districts, and how the neighborhood may take best advantage of connectivity to a vibrant mixed-use transit corridor.

The study will also develop alternate standards for the communities' street system, walking trails and bicycle planning to local destinations, traffic calming, wayfinding, entry definition, and conservation of the historic street landscaping, to protect and define the character of Old Fig Garden community while addressing legitimate needs for mobility and safety. The success of the Corridor Intensification program depends on support of the existing neighborhood which will experience first hand the direct and indirect results of the changed corridors.

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4. Public Participation (maximum of 2 pages), (20 points)

- A. Identify the project stakeholders (i.e. low-income and minority communities, Native American Tribal governments, other underrepresented groups, community-based organizations, and businesses affected by the project. **(10 points)**).
- B. Describe the outreach methods that will be used to reach the public and the project stakeholders with an emphasis on engaging traditionally under-represented communities. **(10 points)**.

A. The Fig Garden Homeowners' Association, the City of Fresno and Fresno County initiated a collaborative partnership by meeting and agreeing to apply for this Transportation Grant. The Council of Fresno County Governments agreed to support the application. This partnership will continue as a core group with other community partners identified during the initial outreach efforts. In addition, the neighborhoods and commercial corridors immediately adjacent to the historic core of Old Fig are also affected and are therefore stakeholders in transportation and land use planning and will be included in the outreach and plan development efforts. These residential neighborhoods east and west of "Old Fig," which were an original component of Forkner's Fig Garden subdivision, include pockets of extreme poverty. Numerous faith-based, healthy-living and community organizations and local schools have been contacted and stand ready to help and support the project goals.

Fresno is one of the most ethnically diverse cities in the United States, with over 100 languages spoken in the local schools. The 2000 census for the target area enumerated a population of 23,421 with a demographic identify of 50.9% white, 34.1% Hispanic, 6.2% Asian (which includes Hmong) and 5.5% African-American with the remaining Native American, Pacific Islander or mixed race. Whether the 2010 population is more, or even less, ethnically diverse is unknown. Of interest is the mix of household incomes in the area, with the median range \$36,205. Although many of the residences along Van Ness Avenue are architect-designed and situated on spacious lots, the side streets of both the core area as well as the adjacent neighborhoods are comprised of more modest homes, most constructed following World War II.

B. Outreach efforts will include stakeholder's meetings at several of the local schools and venues, including Del Mar Elementary School, Wawona Middle School and the Fig Garden Woman's Club. The Woman's Club, incidentally, has been a focal point for this community since it was founded in 1921 for "social, civic and economic betterment." The City, in concert with both the County and Homeowners' Association, will take the lead in organizing these meetings, using a combination of strategies including posters, Q and A with project team members, small group discussions, "cafes" and charette-type excercises. The project area includes several pockets of severe poverty. It is anticipated that safety issues will be a critical concern for these neighbors and outreach efforts to targeted environmental justice groups has been initiated. All property owners within the Target Area will be notified by mail in both English and Spanish. Spanish, Hmong and hearing impaired interpreters will be employed, as needed. Since the youth of the community are its future, special outreach will be aimed at Middle School and High School area students.

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5. Project Implementation (maximum of 1 page) (20 points)

- A. List the project's anticipated accomplishments and final deliverables. (10 points)
- B. Explain how the completed project and its deliverables will be applied (or carried forward) to the next stage/phase (10 points)

A The Project will entail the first collaborative effort among the three parties: the City, County, and Fig Garden Homeowners Association. The intent is to craft a Land Use and Transportation plan for the neighborhood that will aggressively address the tension between the transportation and commercial needs of the City's urban commercial centers, while preserving and celebrating the character of this historic County island. A key initial step will be to broaden the core group to local schools and other stakeholders to insure that outcomes are thoroughly vetted with all stakeholders.

The Plan will include traffic analysis and management, an Alternative Public Improvement Standard for area streets, enhanced bike and walking plans, review and update of Safe Routes to School, and a street tree inventory and management program. The Plan will be used to update existing County and City Plans and/or be applied to specific projects or activities in the target area. The technical studies and recommendations produced during the project will also "stand alone" and have varied direct applications, such as development of safe routes to schools, traffic calming measures, a template for land use development adjoining rapid transit corridors, and a street landscape inventory and management plan for historic tree-lined streets within the Old Fig Garden neighborhood.

The Old Fig Garden Community Transportation and Land Use Plan will serve a variety of purposes. It is not anticipated that the Plan will be immediately adopted, "whole cloth," by either the County or the City of Fresno. However the various technical studies and recommendations will inform and potentially update several existing plans including the County's Fig Garden Neighborhood Plan, the City of Fresno's Bullard Community Plan, as well as the County/City's master bike trail plan. Additionally technical information and proposed land use maps and development principles generated by the planning process will be applied to the Activity Center and Corridor Intensification Study for the major arterials of Blackstone, Shields and Shaw Avenues, which is in progress. The inventory of the area's urban forest will lead to a keener understanding of the outstanding maintenance issues with the area's trees, many which are over 100 years of age. The historic surveys will serve as a critical first step towards a potential historic district overlay zone.

Draft design guidelines will help to address concerns for appropriate in-fill and for transitions between the residential properties and commercial corridors. Most critical perhaps is that better safe routes for pedestrians and bicyclists will be a definite outcome. Finally, it is hoped that a community of trust will be established through the various stakeholder meetings and neighborhood charettes. This groundwork of trust and mutual respect for the area's character will be indispensable in working collaboratively to solve transportation, safety and land use issues and will be invaluable should in the future, the residents of this County Island consider annexation to the City of Fresno.

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6. Project Management (20 points)

A. List the Scope of Work (see page 28 in the Transportation Planning Grant Guide for a sample Scope of Work). The Scope of Work must be in a Microsoft Word format and include: (10 points)

- What work is to be done: Provide an outline or general picture of services. List project tasks and identify any specific project deliverables. Also, list milestones for major tasks that mark the completion of a work package or phase.
- Who is responsible for what tasks: Discuss the roles and responsibilities of agency staff and consultant contractors.
- When the work is to be done: Provide schedule information for the services that will be required.

B. Project Schedule (see page 31 in the Transportation Planning Grant Guide for a sample Project Schedule). The Project Schedule must be in a Microsoft Excel format and include: (10 points)

- Timing, responsibilities, cost, cost distribution, and deliverables of all tasks in the Scope of Work. For CBTP and EJ applications, all project schedules should reflect a start date of February 2011.

Attach Scope of Work and Project Schedule to the application.

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If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans. To the best of my knowledge, all information contained in this proposal is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the requirements and guidelines specified in this grant application.

Alan Weaver
Signature of Authorized Official (Applicant)

Alan Weaver
Print Name

Director, Fresno County Dept. of Public Works & Planning
Title

2/25/10
Date

John Dugan
Signature of Authorized Official (Sub-recipient)

John Dugan
Print Name

Director, City of Fresno Dept. of Planning & Development
Title

2/26/10
Date

Louise Yenovkian
Signature of Authorized Official (Sub-recipient)

Louise Yenovkian
Print Name

President, Fig Garden Homeowners Association
Title

2/25/10
Date

Tony Boren
Signature of Authorized Official (Sub-recipient)

Tony Boren
Print Name

Executive Director, Council of Fresno County Governments
Title

2-25-10
Date

REQUIRED DOCUMENTS

- ✓ Signed Application
- ✓ Scope of Work (see sample of required format on Page 32)
- ✓ Project Timeline (see sample of required format on Pages 35 and blank on Page 36)
- ✓ Local Resolution (see Page 24)
- ✓ Map of Project Area
- ✓ Digital Photographs of Project Area (when applicable)
- ✓ Five signed hard copies and one electronic copy on a CD of the entire Application and all documents

Note: Failure to include any of these required documents may result in a reduced application score.

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

THIS AGREEMENT is made and entered into effective the [Day of the Month e.g., 1st] day of _____, [Year], by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and [Consultant Name], [Legal Identity] (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional [Kind of Service] services for [Describe Project], hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services as a [Consultant's Profession] and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

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

WHEREAS, this Agreement will be administered for CITY by its [] Director (hereinafter referred to as "Director") or his/her designee.

AGREEMENT

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

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or [Completion Date], subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within [Number] consecutive calendar days from such authorization to proceed.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$[Fee Amount], paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**.

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

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

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

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

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

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

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

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

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

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

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

(b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement or default by CONSULTANT. CONSULTANT grants CITY a copyright license to use such drawings and writings. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. CITY may modify the design including any drawings or writings. Any use by CITY of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written verification by CONSULTANT will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT. CONSULTANT may keep a copy of all drawings and specifications for its sole and exclusive use.

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

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

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

(d) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and

volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

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

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

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

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

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

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

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

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

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

11. General Terms.

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

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

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

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

era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

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

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

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

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

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

13. Independent Contractor.

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

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

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

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

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

16. Assignment.

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

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

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state,

regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

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

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

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

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

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

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

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

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

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

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

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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

[Consultant Name],
[Legal Identity]

By: _____
[Name], [Title]
Department of []

By: _____
Name: _____

ATTEST:
REBECCA E. KLISCH
City Clerk

Title: _____
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: _____
Deputy

By: _____
Name: _____

APPROVED TO FORM.
JAMES C. SANCHEZ
City Attorney

Title: _____
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Deputy

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

Addresses:

CITY:
City of Fresno
Attention: [Name], [Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

CONSULTANT:
[Consultant Name]
Attention: [Name], [Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

Attachments:

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

Exhibit A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno (“City”)
and [Consultant Name] (“Consultant”)**

[Project Title]
PROJECT TITLE

[Describe Scope of Service]

SCHEDULE OF FEES

[Schedule of Fees]

Exhibit B

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

[Project Title]
PROJECT TITLE

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, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

CONSULTANT shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage

3. Employer's Liability:

\$1,000,000 each accident for bodily injury

\$1,000,000 disease each employee

\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. CONSULTANT'S insurance coverage shall be primary and no contribution shall be required of CITY.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

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

1. The "Retro Date" must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year

discovery period. This requirement shall survive expiration or termination of the Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, CONSULTANT must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

Verification of Coverage

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

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

[Project Title]
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input 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 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 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 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 type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Signature _____
 Date _____
 (name) _____
 (company) _____
 (address) _____

 (city state zip) _____

Additional page(s) attached.