



REQUEST FOR PROPOSALS FOR
CONSULTANT SERVICES

FOR

ASSEMBLY BILL 617 (AB 617)

SOUTH CENTRAL FRESNO COMMUNITY

TRUCK REROUTE STUDY

PROPOSAL SUBMISSION DEADLINE: Prior to 3:00 p.m. December 14,
2020

PROPOSAL CONTACT: Jill Gormley TE
Traffic Operations & Planning Manager
Jill.Gormley@fresno.gov
Phone: (559) 621-8792

CITY OF FRESNO REQUEST FOR PROPOSALS
TRUCK REROUTING STUDY
for the
SOUTH CENTRAL FRESNO COMMUNITY

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PUBLIC NOTICE
THE CITY OF FRESNO IS INVITING RESPONDENTS
TO SUBMIT PROPOSALS FOR THE
ASSEMBLY BILL 617 (AB 617)
CITY OF FRESNO TRUCK REROUTE STUDY
for the
SOUTH CENTRAL FRESNO COMMUNITY

The City of Fresno (City) desires to select qualified Respondent(s) to provide professional consulting services for preparation of the Truck Rerouting Study through Assembly Bill 617 (AB 617) for the South Central Fresno Community (Project) supporting the goals of the AB 617 program to reduce community exposure to air pollution from local sources. Qualified consultants are invited to submit a Proposal.

All questions must be submitted on RFP Question form found in this RFP. Questions must reference the appropriate page and section, and must be submitted by the deadline set forth in Section B. The City will not respond to questions received after the deadline. Questions must be directed to **Jill Gormley, Traffic Operations & Planning Manager**, via email at Jill.Gormley@fresno.gov or by calling (559) 621-8792.

Specifications for these items can be downloaded at the City's online website at: <http://www.fresno.gov> Click on Doing Business tab (at top of the screen), then select Bid Opportunities.

Proposals are to include all labor, material, tools, equipment, and incidentals to perform the work, as described in this RFP.

Proposals are due no later than 3 p.m. (PDT) on December 14, 2020, to the address noted above. The City of Fresno reserves the right to reject any and all Proposals.

THE CITY OF FRESNO IS INVITING RESPONDENTS
TO SUBMIT PROPOSALS FOR THE
ASSEMBLY BILL 617 (AB 617)
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for the
SOUTH CENTRAL FRESNO COMMUNITY

The City of Fresno (City) Public Works Department in partnership with the San Joaquin Valley Air Pollution Control District (SJVAPCD) desires to procure a consultant team and/or individuals with experience in preparation of technical analyses related to the development of Assembly Bill 617 (AB 617) Truck Reroute Study for the South Central Fresno Community (Project). The consultant team and/or individual should demonstrate experience in key issues, including but not limited to, transportation and circulation, air quality, greenhouse gas emissions, noise, land use. The City is calling for a Truck Reroute Study for this effort.

Upon review of proposals, the City may negotiate with and select for award one or more Respondents, or none. The City reserves the right to reject any and all proposals. Any resulting awards are subject to applicable meet and confer requirements with bargaining units.

A. BACKGROUND

Fresno, California is the fifth largest city in California with a diverse population of approximately 527,000, and is located in the Central San Joaquin Valley. Over the next 25 years the population is expected to grow to more than 970,000. With one of the highest concentrations of poverty in the nation, the City is committed to restoring neighborhoods and providing improving the quality of life for all residents in Fresno.

The San Joaquin Air Pollution Control District and the City of Fresno have joined forces to undertake the AB 617 Truck Reroute for the South Central Fresno Community (Project). The Project aims to identify, analyze, and evaluate potential strategies that freight impacted communities in the AB 617 area might take in cooperation with the City of Fresno to abate truck impacts. Such truck impacts include air pollution, noise, polluted runoff, traffic crashes, traffic congestion, and excess wear for local pavements and bridges. This measure will study whether heavy-duty trucks travelling within the community can be rerouted to reduce emissions exposure of South Central Fresno community residents. The CARB-derived 2017 community-scale emissions inventory for South Central Fresno indicates that heavy duty trucks emit 596 tpy of NO_x, which is 54% of the mobile source NO_x Inventory, and 32% of the overall NO_x inventory. Furthermore, heavy duty trucks account for 76 tpy of toxic diesel PM emissions in this community, which is 40% of the overall diesel PM inventory. The study will focus on the analysis of existing and future planned truck routes as defined on the September 25, 2005 City of Fresno Designated Truck Route Map in the AB 617 study area, where there are either a large number of trucks or where a more moderate number of trucks conflict with sensitive land uses. Recommendations for rerouting or the elimination of existing or proposed routes as

identified in existing and in process plans and during the community engagement process will also be included in the analysis.

The evaluation will form the basis for modifications to established and planned truck routes as shown on the 2005 City of Fresno Designated Truck Route Map.

The AB 617 study area includes a number of existing manufacturing, warehousing, and logistics businesses. Additional, several vacant sites are being developed. Increased residential and commercial activities, along with continued growth of the freight related industry have resulted in increased traffic congestion and conflict. The area has also been identified as an area with a high concentration of households with low incomes, as well as high concentrations of minority residents or residents with limited proficiency in English. This study acknowledges the need for goods movement, and the economic benefits of the freight industry for the Central Valley Region, while also providing solutions to improve the quality of life and abate the air quality, noise, safety, congestion and other impacts that truck traffic can impose on communities.

The City is seeking an experienced firm or team of professionals to prepare a Truck Reroute Study for the South Central Fresno Community that would support the goals of the AB 617 program to reduce community exposure to air pollution from local sources. The selected Respondent(s) will: 1) have demonstrable experience with preparing environmental review and analysis for projects of similar size and scope; 2) be thorough and knowledgeable about transportation, air quality and health issues; 3) assemble a team (if applicable) that is efficient in meeting deadlines; 4) have a keen understanding and experience in the subject matter. The selected consultant team will work under the direction of the City of Fresno, but is expected to interact frequently with representatives of the SJVAPCD.

B. BUDGET AND TIMELINE

Cost may be a factor in the evaluation and scoring criteria. The City of Fresno anticipates that the cost of this work will not exceed \$240,000.

The following is the anticipated timeline for completion of the EIR:

TASK	DATE*
Release RFP	November 12, 2020
Deadline for RFP Questions	November 30, 2020
City Responses to RFP Questions	December 7, 2020
Proposals Due	December 14, 2020
Consultant Interviews	January 18, 2021 – January 22, 2021
Contract Awarded	March/April 2021
* Anticipated dates only. Dates subject to change.	

C. PROPOSAL CONTENT REQUIREMENTS

Firm Experience (2 pages max.)

Provide a brief introduction of the firm, including any experience relevant to the preparation of environmental review documents of this subject matter.

Project Team Experience (3 pages max.)

Provide a brief overview of the project team overall experience, including any experience relevant to the preparation of environmental review documents of this subject matter. Relevant Projects and References (3 pages max).

Provide a brief description of three (3) relevant projects and include the general scope of work provided by your firm, as well as the cost and outcome of the final study. Please include a reference for each of the projects (i.e. name, title, phone, and email).

Project Understanding, Approach, and Scope of Services (10 pages max.)

Provide a description of your understanding of the project, as well as any key issues and the proposed approach to addressing these issues. This section should also include any technical studies your firm thinks are necessary for the completion of the environmental review. A suggested scope of services is provided below in Section E of the RFP; however, please feel free to modify the scope as you see fit for the completion of the project, and for maximum project efficiency considering both time and budget.

Schedule (2 pages max.)

Provide a proposed schedule of completion with consideration that the City would like a final document prepared within 12 months of commencement of work. The schedule should include, at a minimum, identification of key deliverables, as well as identify the capacity of key project staff.

Cost (2 pages max.)

Provide a summary of costs, as well as a detailed breakdown of costs by key staff, including sub consultant markups, and reimbursable expenses (i.e. cost of travel, printing of materials, etc.)

Appendix (20 pages max.)

The appendix may include staff resumes and additional qualifications.

D. PROPOSAL EVALUATION AND CRITERIA

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may be considered nonresponsive and dropped from the evaluation process.

Each Respondent will be evaluated in accordance with the criteria and weighted scoring and ranking methodology herein.

<p>Firm Experience:</p> <ul style="list-style-type: none"> • Does the firm have experience with similar types of work products on the subject matter? 	15%
<p>Project Team Experience:</p> <ul style="list-style-type: none"> • Do key staff and/or sub consultants possess the appropriate and relevant experience in environmental analysis and preparation of technical studies required to complete the project? 	15%
<p>Relevant Projects and References:</p> <ul style="list-style-type: none"> • Do the respondent and/or their sub consultants have relevant project experience and can provide references? • Are the respondent and/or their sub consultants currently involved in legal challenges related to similar environmental analyses and/or work products for similar projects? 	15%
<p>Project Understanding, Approach, and Scope of Services:</p> <ul style="list-style-type: none"> • Does the respondent present a clear understanding of the project? • Has the respondent identified key issues and the approach to addressing these issues? • Has the respondent provided a clear, concise, and appropriate scope of services that would support the goals of the AB 617 program to reduce community exposure to air pollution from local sources? 	25%
<p>Schedule:</p> <ul style="list-style-type: none"> • Has the respondent provided a schedule which will meet the City's proposed schedule? • Has the respondent demonstrated sufficient availability to meet the schedule of the project? 	20%
<p>Cost:</p> <ul style="list-style-type: none"> • Has the respondent provided a cost estimate within budget? 	10%
TOTAL	/

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.

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.

Selection will be based on qualitative analysis and cost. 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 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.

E. SCOPE OF SERVICES

The following section provides a general scope of services anticipated to complete the Study; however, the consultant is encouraged to modify and/or consolidate tasks as needed for efficiencies and would support the goals of the AB 617 program to reduce community exposure to air pollution from local sources. To aid in the preparation of the scope of work, key assumptions are provided in Section F of the RFP.

Overall Project Objectives

The proposed project objective is to identify, analyze, and evaluate potential strategies that freight impacted communities in the Assembly Bill (AB) 617 area might take in cooperation with the City of Fresno to abate truck impacts and provide recommendations for rerouting or eliminating existing or proposed planned routes as shown on the September 25, 2005 City of Fresno Designated Truck Route Map.

Work Plan

Task 1: Project Management

In order to facilitate management, coordination and communication within the planning process and with project partners, the consultant should assume frequent and regular interaction with the City of Fresno project manager throughout the processes. The consultant will be responsible for holding regular project coordination meetings, including producing all meeting materials, notices, attendance lists, minutes/summaries, etc. A project time-line/schedule for each meeting should be provided in the proposal.

As mentioned above, contractors should be aware of recent studies and that parallel study efforts led by the City of Fresno Planning and Development Department, will be underway at the same time as this project, and that coordination and information exchange between that effort and this one is required.

Recent and upcoming Planning and Development efforts in the AB 617 study area include:

Plan	Preparing Agency	Status	Year	Document Link
Southwest Fresno Specific Plan	City of Fresno	Complete	2017	https://www.fresno.gov/darm/wp-content/uploads/sites/10/2018/04/SouthwestFresnoBookFINALDraft4618small.pdf
Reverse Triangle	Fresno COG	Under way	2020	https://www.fresnocog.org/reverse-triangle-transportation-area-plan-study/
South Industrial Priority Area	City of Fresno	Under way		https://www.fresno.gov/darm/general-plan-development-code/#tab-01
South Central Specific Plan	City of Fresno	Under way	Spring 2021	https://www.fresno.gov/darm/planning-development/plans-projects-under-review/#tab-08
Industrial Compatibility Study	City of Fresno	End of 2020		

Other project management tasks necessary for an efficient and effective planning process should be considered by the consultant, as well as specific project management tools, and included in the project proposal.

Deliverables:

- Project Coordination meeting summaries and attendance lists

Task 2: Outreach and Engagement

The consultant will be expected to create an engagement strategy for various levels of project participation. Outreach and engagement will be ongoing components of the planning process as it is critical that this project adequately engages local, regional, and state stakeholders in various sectors as well as the general public. The City of Fresno and SJVAPCD will review and provide feedback on the engagement strategy and materials at the beginning and throughout the project.

The Engagement Strategy will outline an approach to understand not only existing conditions, community concerns, and aspirations, but also the political realities that could influence decision making and priorities. The consultant should also be prepared to engage community leaders and other stakeholders in a dialogue about the relationship between and the need for complementary land use, economic development, environment, and quality of life for communities and residents.

The Engagement Strategy should also include the overall outreach and engagement framework, approach, process and schedule, strategies and format, including a list of materials and/or media to be developed to implement that framework, including notices and announcements, publicity materials, presentations, project website, etc. A variety of engagement strategies should be considered in order to gather the information necessary to prepare a final deliverable that responds to stakeholder interests and concerns. Strategies may include key informant interviews, focus groups, workshops, online tools, and other strategies.

General Public Outreach and Engagement:

The consultant will provide a plan that addresses engagement with the general public to help identify and address community concerns. Thorough engagement of the public, particularly potentially impacted community members is important to this process. It is envisioned that this task will require substantial effort and resources in order to: facilitate sufficient dialogue, deliver information to stakeholders, discuss costs, benefits, opportunities, and challenges in and around the study area, and advance a collective vision and an acceptable path forward for the study area.

Key Stakeholder Engagement:

Work on this project will be advised by key stakeholders, which will include representatives of multiple levels of government, as well as participants such as local planning, economic development, transportation, freight/TDL, cultural, agricultural and environmental stakeholders.

The consultant should propose a structure (steering committee(s) and working groups) to effectively involve key stakeholders as part of their proposal. Key stakeholders may consist of some or all of the following interests and entities: City of Fresno, Fresno County, Caltrans, San Joaquin Valley Air Pollution Control District (SJVAPCD), and Fresno Council of Governments; neighborhood and community interests; schools; industrial, freight, trucking and multimodal interests; transportation interests; environmental, agricultural interests; economic development interests; and private entities such as trucking associations, local railroads, trucking and logistics companies, local businesses, and others. Many of these groups will need to be consulted at several points throughout the plan development process, and the consultant's proposal should allow time for stakeholders to review draft and final deliverables and provide input throughout the planning process.

Additionally, following preparation of the existing condition reports, the consultant should work with the Steering Committees and other key partners to establish a vision and goals for each study in the form of Project Guiding Principles that are consistent with the visions of the General Plan, Southwest Specific Plan, SR 41/North Plan, South Central Specific Plan. These will be informed by the existing conditions report and engagement of stakeholders and the public and should be visionary yet practical and implementable.

The consultant will be responsible for the creation of attendance lists and meeting summaries of public and stakeholder meetings including interviews, focus groups, working sessions, and others.

Deliverables:

- Engagement strategy, final version
- Outreach and Engagement meeting summaries, materials, and attendance lists
- Project Guiding Principles, draft version

Task 3: Existing Conditions Reports

The consultant should explore the existing conditions in the study areas to develop an understanding of current issues and opportunities. They should identify and summarize key considerations, trends, or drivers for the study area, as well as key challenges and opportunities. These reports will provide the foundation, information, and framework for the tasks that follow.

Suggested topics and data for these Existing Conditions Reports are listed below. However, alternative topics and data can be presented in proposals consistent with the consultant's experience, project approach, and expected level of effort. Regardless of the approach, appropriate stakeholder engagement should inform the data collection and analysis process.

- Truck trip generators (from stakeholder interviews, development, truck GPS data, and land use data)
- Data on traffic volume, including limited turning-vehicle classification counts, truck GPS data, truck routes, congestion, and truck restrictions
- Community impacts from trucking, including:
 - Safety issues, such as (but not limited to) serious crashes and fatalities, pedestrian and bicycle incidents
 - Air quality issues
 - Health impacts
 - Noise issues
 - Road condition
 - VMT impacts
 - Other
- State and local cost of maintaining roads, particularly those supporting high truck volumes.
- Vertical clearances
- Truck turning templates along proposed new routes
- Results of stakeholder interviews identifying geometric issues, including turn restrictions, vertical curves, etc.
- Planning and regulatory environment:
 - The City of Fresno truck permitting process
 - Fresno County truck permitting process
 - Caltrans permitting process
 - National Highway Freight Network
 - Summary of federal and state truck size and weight regulations
- Local agency plans and data:
 - Compilations of local truck route and truck restriction ordinances in the study area communities and the transportation network area.
 - Review of compiled ordinances for recent changes in truck restrictions, if necessary
 - Truck route maps and shapefiles
 - Routing plans for oversize/overweight vehicles
 - Pavement condition reports or pavement management system data
 - Truck regulation enforcement practices

The City of Fresno will collect and provide classified count data along all existing and proposed truck routes for the South Central Fresno Community, as shown on the September 2005 Truck Route Map. Additional classified count data will be provided by the City of Fresno along potential routes proposed through the community engagement process.

Quantitative and qualitative data on existing conditions should be collected via research, data collection, GIS mapping, field reconnaissance, interviews and focus groups, and secondary sources such as public and commercially available datasets. Some of the necessary data may be available through recent or ongoing studies. However, the consultant should not exclusively rely on these sources for data, and other data will have to be secured and/or collected by the consultant. The schedule/timeline for completion of the Existing Conditions Report should include adequate time for review by stakeholders.

Deliverables:

- Truck Routing Study Existing Conditions Report, final version

Task 4: Report National Best Practices for Accommodating Trucks

The consultant shall investigate national best practices to accommodate truck traffic while mitigating negative consequences to adjacent communities. The consultant shall identify and report any applicable approaches. The consultant should also identify best practices and innovation in demand management, such as new approaches to truck parking, overnight delivery, truck only facilities, or other similar strategies.

The consultant should develop Truck Management Approaches being a list of applicable approaches to managing truck movement, detailing the benefits and their applicability to the study area.

Deliverables:

- Truck Management Approaches Report

Task 5: Recommended Truck Routes, Community Strategies, and Implementation Plan

The Study should demonstrate the feasibility and merit of the proposed new route(s), which will aim to include the following metrics: truck counts along current route of interest; identification of alternative routes; accessibility, capacity, VMT impact of proposed alternative routes; and air quality impact of alternative routes on community. A prioritized list of recommended improvements, along with a planning-level cost estimate for each improvement should be included in the Study. The Study should be accompanied by maps and a list of route changes, necessary infrastructure improvements and geometric changes. The plan should also identify and consider deficient/obsolete structures (overpasses, underpasses, bridges). Recommendations to change National Highway System and National Freight Network designations should be included as appropriate.

One goal of this initiative is to identify a pipeline of projects to be used for future grant opportunities that implement local and regional priorities and qualify for regional and state calls for projects.

An implementation plan will describe the actions required to designate or improve truck routes, make policy changes, pursue funding, etc., with clear identification of the implementers responsible. This document will likely include, but not be limited to, sections on:

- Transportation policy changes;
- Uniform roadway signage and wayfinding improvements;
- Infrastructure improvements;
- Consistent enforcement of truck regulations;
- Planning level sketches and cost estimates of specific infrastructure/roadway improvements;
- Recommended policy changes for local municipalities, City of Fresno, Fresno County and Caltrans or other pertinent entities to improve routing and demand management;
- Mitigation plan for the negative aspects of truck routing such as air pollution, noise, traffic, safety, and health (environmental justice);
- Recommendations that address other livability issues (and are consistent with other Plan recommendations for livability / quality of life.);
- Steps governmental agencies need to take to create implementation pipelines for the recommendations, such as adequately preparing to meet funding source requirements and appropriate programming;
- Steps for legal action for city, county, state to implement ordinance changes;
- The routing of oversize / overweight trucks as recommended in the September 2005 City of Fresno Truck Route Map minimizing community impacts of truck movement;
- A long-term scenario may include recommendations for further study of interconnectivity of intermodal facilities in the study area;
- Implementation strategies, including estimated costs descriptions of actions that should be taken within the next five, ten, and twenty-year timeframes to advance recommendations

The consultant should develop an Implementation Strategy with recommended truck routes, capital improvements, and mitigation strategies along with other policy changes

Deliverables:

- Truck Routing and Implementation Strategy
- Revised City of Fresno Truck Route Map
- City of Fresno Truck Route Ordinance

F. KEY ASSUMPTIONS

This section identifies key assumptions to aid in the preparation of scope of services and cost.

General Assumptions

- The consultant will be responsible for preparing all notices related to AB 617 Guidelines for the preparation and public release of the Study.
- The consultant will prepare noticing materials and/or public meeting materials in English and up to two (2) other languages (likely to be Spanish, and Hmong).
- The consultant will be responsible for providing public review drafts of documents in electronic format that is Americans with Disabilities Act (ADA) compliant.
- The City will provide in-person translation services for public meetings and/or hearings related to the project.
- All data, maps, virtual platforms, and all other materials prepared or collected under this contract will become the property of the City of Fresno.

Document Production Assumptions

- The consultant will provide all documents to the City in electronic format (Microsoft Word and PDF) format.
- The consultant will provide one (1) hard copy (print and bound) of each deliverable.
- The consultant will provide four (4) hard copies (print and bound) of the Draft Study to the City and SJVAPCD.
- The consultant will provide four (4) hard copies of the Final Study to the City and SJVAPCD.
- Technical appendices shall be attached to the inside of the back cover of the Draft and Final Studies on a Compact Disc (CD) or Flash Drive.

Document Review Assumptions

- The consultant should anticipate two (2) rounds of review of the Administrative Draft Study
- The consultant should anticipate one (1) round of public review of the Draft Study
- The Consultant will provide one (1) set of consolidated and reconciled comments on all draft documents to the City and SJVAPCD.

Meetings and Hearings

- The consultant will be responsible for preparing meeting materials, such as agendas, PowerPoint presentations (i.e. for scoping meeting and hearings), and presenting at public meetings and hearings.
- The consultant should anticipate up to twenty (20) one-hour conference calls
- The consultant and key staff (if required) should attend one (1) Planning Commission Hearing, and two (2) City Council Hearings.

G. PROPOSAL SUBMISSION REQUIREMENTS

1. Ten (10) hard copies and one digital copy of the proposal must be submitted to:

City of Fresno
Traffic Operations & Planning Division
Attn: Jill Gormley, TE
Traffic Operations & Planning Manager
2600 Fresno Street, Room 4064
Fresno CA 93721
Jill.Gormley@fresno.gov

2. Proposals submitted via any form of electronic transmission (except as listed above), such as electronic mail or facsimile will not be considered.
3. If the submission of the Proposal is by any means other than personal delivery, then it is the Respondent's sole responsibility to ensure the submissions are delivered to the exact location by the time specified.
4. Proposals should be clear, concise, and complete. They should be submitted using an 8 ½" by 11" portrait format.
5. Proposals may be bound by any means except 3-ring binders and paper/binder clips.
6. By submission of a proposals, the Respondent acknowledges that it has read and thoroughly understands the Scope of Service, agrees to all terms and conditions stated herein, and acknowledges that it can perform all tasks, as required.
7. Respondents must include the following information on the outside of the envelope:

PROPOSAL – General Plan Environmental Impact Report – Attn: Jill Gormley, TE, Traffic Operations & Planning Manager, Public Works Department.

The Respondent will work in conjunction with City staff. Respondents are encouraged to include local firms on the project team, if applicable.

Proprietary/Confidential Information Package Requirements

The Proposer is advised that the City is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the City for the release of Proposer's propriety/confidential information, subject request will be referred to the Respondent for review and consideration. If Respondent chooses to declare the information proprietary/confidential and withhold it from release, it shall defend and hold harmless the City from any legal action arising from such a declaration.

H. COMMUNICATION

Restrictions on Communications

In addition to the communication restrictions in the ordinance below, Respondents or their representatives are prohibited from communicating with any City employees not expressly noted in this RFP. This communication restriction applies from the time the

public notice is published until any contract award has been approved by the City or there has been a rejection of all RFPs or this RFP has been canceled.

Generally, the Respondents or their representatives are prohibited from communicating with the City except as provided under item 3. This includes “thank you” letters, phone calls, e-mails, and any contact that results in the direct or indirect discussion of the RFP.

Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent’s RFP from consideration.

Regulated Communication 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, Respondent, or Respondent (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 that is the subject of this competitive procurement process.

Any Respondent 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 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 onto the City’s website at <http://www.fresno.gov>. Under “Government” on the top right portion of the home page, click on “City Clerk” and then click on “Fresno Municipal Code” located in the middle of the page. The Fresno Municipal Code can also be viewed directly at:

<http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>.

Debarment

A Bidder may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Resolution may be obtained from the City Clerk’s Office, 2600 Fresno Street, Fresno, California 93721.

I. OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING

The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, and procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.

J. ADDITIONAL INFORMATION

1. **Reservation of Rights.** The City reserves the right to:
 - a. Accept or reject any and all proposals received, or part therein
 - b. Withdraw or cancel the entire RFP without notice
 - c. Issue a subsequent RFP
 - d. Remedy technical errors in the Agreement negotiation process
 - e. Negotiate with any, all, or none of the Respondents to the RFP
 - f. Waive any informalities and irregularities
 - g. Accept multiple proposals
 - h. Make multiple recommendation(s) to the City Council
 - i. Request additional information or clarification
 - j. All responses and their contents will become the property of the City.
2. **Pre-Contractual Expenses.** The City will not reimburse Respondents or sub-Respondents for any costs associated with any travel and/or per diem incurred in any presentations or for any costs in preparing and submitting the responses.
3. **Right to End Negotiations.** The City reserves the right to end, in its sole discretion, negotiations at any time with any and/or all Respondents. This RFP does not commit the City to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of proposals or in anticipation of a contract.
4. **Professional Liability Insurance.** Professional liability insurance is required as set forth in the City's standard consultant agreement, which includes a conflict of interest statement and completion of a statement of economic interest.
5. **Equal Opportunity.** The City hereby notifies all Respondents 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 or veteran of the Vietnam era.
6. **Standard City Consultant Agreement.** The City will be utilizing a Standard City Consultant Agreement with an initial term of one year and extendable, at the City's sole discretion, for up to two additional periods of 12 months, for a maximum term of no more than three years. The Consultant Agreement is attached as Exhibit C.

Any contract exceeding \$50,000 shall be subject to the approval of the City Council in accordance with the Fresno Municipal Code.

7. **Delivery.** The successful Respondent(s) shall be ready to begin services after award of contract or notice to proceed. The Contractor shall give City not less than 48 hours advance notice of the start of any work. Failure to complete assigned project with the time allowed may result in the cancellation of the Agreement.

K. ATTACHMENTS

Exhibit A - Acknowledgment of Addendums

Exhibit B - Standard City Agreement

Exhibit C – [Reserved]

Exhibit D – RFP Question Form

Exhibit E – Acceptance of Indemnification and Insurance Requirements

Exhibit F – Non Collusion Affidavit

EXHIBIT A - ACKNOWLEDGEMENT OF ADDENDUMS

RFP: AB 617 TRUCK REROUTE STUDY

for the

SOUTH CENTRAL FRESNO COMMUNITY

Acknowledgement by Respondent

Each Respondent is requested to acknowledge receipt of all addendums by its signature affixed hereto and to file same with and attach to their response to this RFP due by 3 p.m. (PST) December 14, 2020.

These addendums are applicable to the project designated above. It is an amendment to the services and response requested and as such it will be considered part of and included in the contract documents. **All Respondents MUST acknowledge receipt of these addendums by entering the Addendum number, issue date, initials, with a signature in the spaces provided and include this form with their response.**

Addendum No.	Date Issued	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned acknowledges receipt of the addendums listed above and in accordance with instructions under the RFP.

Primary Project Manager Signature

Date

Primary Project Manager Name

Prospective Respondent Company

EXHIBIT B - STANDARD CITY AGREEMENT

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 (CITY), and [Consultant Name], [Legal Identity] (CONSULTANT).

RECITALS

WHEREAS, CITY desires to obtain professional [Kind of Service] services for [Describe Project] (Project); and

WHEREAS, CONSULTANT is engaged in the business of furnishing 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 (Administrator) or designee.

AGREEMENT

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

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

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through [End Date], subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed [Fee Amount], 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. 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 Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this

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

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

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

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

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

11. General Terms.

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

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

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

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, and 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, and 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 designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

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

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.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

[Consultant Name],
[Legal Identity]

By: [Name],
[Title]

By: _____

Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorneys

Title: _____

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

By: _____ Date
[Name] Deputy City Attorney

By: _____

Name: _____

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

Title: _____

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

By: _____ Date
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

Agreement Exhibit A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno (CITY)
and [Consultant Name] (CONSULTANT)
[Project Title]**

[Describe Scope of Service]

[Schedule of Fees and Expenses]

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

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

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

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing operations by use of ISO Form CG 20 10 11 85 or CG 20 10 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

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

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

reporting” coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

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

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

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY’S Risk Manager or his/her designee prior to CITY’S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS - If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors’ certificates and endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any work by the subcontractor.

Agreement Exhibit C
DISCLOSURE OF CONFLICT OF INTEREST
 [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.

EXHIBIT C - [RESERVED]

City of



Public Works Department – Traffic Operations & Planning Division

EXHIBIT D - RFP QUESTION FORM

TELEPHONE # (559) 621-8792

<p>PROPOSAL QUESTIONS FOR: GENERAL PLAN ENVIRONMENTAL IMPACT REPORT</p> <p>ATTENTION: Jill Gormley Jill.Gormley@fresno.gov</p>	<p>(FOR CITY OF FRESNO USE ONLY)</p> <p>QUESTION No: DATE: REVIEWED BY: RESPONSIBLE FOR RESPONSE: CITY <input type="checkbox"/> CONSULTANT <input type="checkbox"/></p>
<p>FROM: _____ COMPANY: _____ CONTACT PERSON: _____</p>	<p>DATE: _____ PHONE No: _____ FAX No: _____</p>
<p>QUESTION:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ANSWER:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>RESPONSE BY: _____ DATE: _____ INCLUDED IN ADDENDUM NO. _____</p>	

One question per page - Duplicate this form as necessary

EXHIBIT F - NON-COLLUSION AFFIDAVIT

**FOR: CEDAR/CENTRAL INDUSTRIAL PARK ENVIRONMENTAL IMPACT
REPORT**

(Submit with Proposal)

Respondent's Name _____

Respondent declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Respondent has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Respondent or of any other Respondent, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Respondent has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Respondent in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Respondents are cautioned that making a false certification may subject the certifier to criminal prosecution.

**EXHIBIT G – CITY OF FRESNO DESIGNATED TRUCK
ROUTES**