



REQUEST FOR PROPOSALS

FOR

CITY OF FRESNO PARKS MASTER

PLAN UPDATE

Bid # 120715GW

Proposals Due: by January 8, 2016, at 3:00pm (PST)

PROPOSAL CONTACT: Gary Watahira, Purchasing Manager
Finance Department
559-621-7103, Gary.Watahira@fresno.gov

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NOTICE INVITING PROPOSALS

The City of Fresno, California is seeking proposals from qualified consultants who can demonstrate their expertise in planning, urban design related to parks, trails, and other open spaces in order to prepare an update to the City's Parks Master Plan. Project teams involving multiple firms with the skills to complete the necessary tasks are encouraged. The City's previous Parks Master Plan was completed in 1989. The City is also underway with the preparation of an Active Transportation Plan, which will not only meet State ATP requirements but will also update the City's 2010 Bicycle, Trail and Pedestrian Master Plan. The goal of this process is the development of a Park Master Plan that is integrated with the 2035 General Plan as well as the ATP currently under development, in order to support the City's needs over the next 20 years.

Submit six hard copies of your proposal to:

City of Fresno
Purchasing Division (RFP for City of Fresno Parks Master Plan)
Attn: Gary Watahira, Purchasing Manager
2600 Fresno Street, Room 2156
Fresno CA 93721

The deadline for submission of proposals for this work is
3:00 PM (PST) on January 8, 2016

The City reserves the right, at its sole discretion, to reject any and all proposals, to waive minor irregularities, and to accept any RFP or portion thereof.

CLIENT PROFILE

The City of Fresno, California is the fifth largest city in California with a diverse population of 515,609, and is located in the Central San Joaquin Valley. Over the next 25 years the City's population is expected to grow to more than 970,000. In order to prepare for this growth the City of Fresno has recently adopted a new 2035 General Plan Update that seeks to strike a balance between the revitalization of existing neighborhoods and new development. Historically, the City of Fresno has consistently ranked at the bottom of an annual survey conducted by the Trust for Public Land ([ww.tpl.org](http://www.tpl.org)), which measures the amount and accessibility of green space that is available to its residents.

With the adoption of the City's 2035 General Plan Update, the City has appropriated \$450,000 to develop a Parks Master Plan. This commitment is to improve the community's quality of life by providing parks and open space facilities to meet the needs of existing residents, businesses, new community members, and development partners. It is the City's goal to complete the Parks Master Plan by fall of 2016.

PROJECT DESCRIPTION

The City of Fresno is seeking qualified consultants who can demonstrate their expertise in planning, urban design, park and open space development to update and prepare a Parks Master Plan. Project teams involving multiple firms with the skills to complete the necessary tasks are encouraged.

In addition to the City's Updated 2035 General Plan, the following studies and plans have been completed that should be considered or incorporated as a part of the planning process:

City of Fresno Parks Master Plan

Currently underway – Active Transportation Plan (ATP), updating the 2010 Bicycle, Trail and Pedestrian Master Plan

Currently underway – Downtown Neighborhoods Community Plan and Fulton Corridor Specific Plan

Currently underway – City of Clovis ATP (bike lanes, trails, pedestrian)

County of Fresno General Plan

San Joaquin Conservancy Parkway Project

2015 – County of Fresno Friant Corridor Study

2014 - County of Fresno Council of Government's Sustainable Communities Strategies

2014 – County of Fresno Council of Government's San Joaquin Valley Blueprint Study

2010 – City of Fresno Recycled Water Program

PLAN CONTENT

The project would include assembling and analyzing data regarding all of the existing conditions within the City of Fresno and utilizing that data to develop policies, actions and an implementation plan that are complimentary to the goals and policies related to parks, trails and other forms of open spaces contained the City's 2035 General Plan Update. The requested services cover all phases of the work to develop a Parks Master Plan and shall specifically include a response for each of the items outlines in this request.

PURPOSE OF SOLICITATION

The City Council has budgeted \$450,000 for an updated Parks Master Plan. The Park Master Plan should consider the history of parks within the community, land used patterns, changing demographics, in order to develop a Parks Master Plan that can be used to address future issues. For example, there are areas within the community in which access to green space is lacking. The construction of State Routes 41, 180, and 168 have also bisected many older neighborhoods making it difficult for residents to access the parks and/or trails that are available.

SCOPE OF WORK

This project will require a substantial amount of public involvement and participation in the planning process. The public involvement will likely include a series of public discussions and informational meetings. The City will work with the Consultant to develop a project team of internal and external stakeholders who will work with the Consultant to encourage participation with the community and stakeholders.

A needs assessment and evaluation/current condition report of existing facilities and conditions will be prepared by the Consultant for all the City parks and open spaces. Work effort will result in a compilation of maps depicting existing features and conditions. Final data will be compiled using a Microsoft (MS) Access database with a Graphic User Interface (GUI) for each park, with an overview of all of the parks and trails. Maps to be provided will include:

- City-wide base map identifying the location of each park, trail and open space; city destinations, landmarks and activity nodes; as well as existing and future trails, roads and public transportation services that connecting the identified places.
- Individual park maps and narrative descriptions depicting the natural features of the park including access points to the park, roads and trails connecting the park with adjacent neighborhoods and with city destinations and/or landmarks, existing parking areas, existing trails, and existing recreation facilities. The Consultant will be required to prepare an inventory and assessment for the following City parks:
 - Woodward Park
 - Roeding Park
 - Southwest Regional Sports Complex
 - Romain Park
 - Etc.

The scope of the Parks Master Plan preparation shall include close coordination with the Consultant and project team for the ATP. Coordination may include, but not be limited to, participation in ATP/Parks Master Plan coordination meetings, establishing the sites of future parks based upon planned trail locations, developing conceptual park and trail interfaces and sharing of GIS data between the teams for mapping purposes.

Task A: Project Initiation

The Consultant will hold an initiation meeting with City staff in order to review the project requirements, exchange information and clarify roles and responsibilities of all parties. The City Manager will assign representatives from various City departments who will be part of a Parks Master Plan Project Team. The following representatives may also be invited to participate in this meeting:

- Fresno, Clovis and Central Unified School Districts

- Various Community Based Organizations (e.g., Boys and Girls Club)
- Fresno Metropolitan Flood Control District
- Building Neighborhood Capacity Program (BNCP)

Accomplishments at this first meeting shall include the following:

- Establish a tentative schedule for Project Team meetings.
- Confirm understanding of the scope of services.
- Confirm expectations and roles of participants.
- Develop a list of contacts and community stakeholders needed to facilitate additional data collection.

Task B: Data Collection

The Consultant will conduct individual site visits to all parks and open space facilities for the purpose of preparing the inventory of facilities database. Team members, with guidance from the Project Team, will collect data on site amenities to include:

- Geographic location of the park within the city
- Natural features including topography, geology, surface hydrology, site ecology, flooding and erosion, sources of pollution and scenic resources
- Local and regional context of the park including demographics, tourist impact and business impact
- Existing developmental controls for the area including land ownership pattern, existing zoning, permits and approvals necessary for new pedestrian/bike facilities, trails and required rights-of-way
- Existing utilities serving the park (water, sewer, solid waste, electricity, wireless internet access capacity, etc.)
- Existing transportation infrastructure within and adjacent to the park including trails, roads, bike lanes, and public transportation services
- Accessibility per ADA requirements
- Historic, cultural, or environmental resources within the park
- Recreational resources – including facilities – condition, capacity and standards for each existing recreation facility; range of population using each facility; types of available passive and active recreational activities and recreation programs, and the population for which they are designed
- Existing park amenities/features and their condition, including an assessment of park buildings, pools, amphitheaters, lighting, landscape, irrigation, etc. relative to structural, mechanical and electrical condition
- Management, operation and lifecycle costs of the park facilities
- Existing funding sources for parks operations, maintenance, and capital improvements and/or replacement
- Summary of existing plans and projects influencing the City's park system history, development and improvements
- Analysis of site constraints, needs and opportunities for each park facility will be recorded on specialized survey forms utilized for the database. A photographic inventory of all parks will be accomplished utilizing digital cameras. The level of

effort will vary from depending upon the type and number of structures, facilities and amenities that exist at each site, and the amount of current information available for each facility. Upon completion of the site visits, the base maps will be annotated and updated electronically to be used during the planning and design tasks. The base maps, as well as pertinent digital photos taken during the site visits, will become part of the database

This task will conclude with an analysis and summary of the inventory and general conditions of the parks, trails, and corresponding amenities, which will be organized into a report including photos and other findings information including, but not limited to current as well as future operating and lifecycle related costs. This summary will also provide a "base year" assessment of conditions.

Task C: Community Needs Assessment/Survey

The Consultant will identify a base level of service using the results and data collected from the previous task. The Consultant shall create and distribute a survey to the public to solicit input on the existing parks system and associated recreation activities and programs, including but not limited to, the importance/influence of city parks, trails, and recreation activities on daily residential life and the level of tourism into the area. The survey will include two sets of questions – one for residents and the other for businesses who rely on local tourism.

Needs Assessment Evaluation

The Consultant will use the findings of the Community Needs Assessment to assess indicators of recreational demand and recommend improvements to the City's park system. This system-wide assessment will be used to guide and prioritize the development of a Parks Master Plan.

As part of this task, in order to affirm the findings of the Community Needs Assessment findings, the Consultant will conduct a series of community meetings with the following anticipated participants:

- Mayor and City Councilmembers
- City Manager
- Fresno Chamber of Commerce
- League of Women Voters
- Building Healthy Communities
- (Need to add others)

Task D: Recommended Capital Improvements and Funding Sources

The Consultant will identify capital improvement recommendations based on the findings under the previous tasks as well as a list of potential funding sources that may be available to fund specific short-term and long-term projects. These sources should consider, at a minimum, the following:

- Various state and federal grants, including matching requirements and eligible uses
- Local funding, including park impact fees and various transportation and air quality grants
- Naming rights
- Community Benefit Districts or other similar types of financing structures

Task E: Draft Parks Master Plan Update

The ultimate goal of this task is to provide the City with one concise document for parks and recreation planning that sets forth findings, management policies, and programming and recommendations to address current and future needs. The updated information provided for this task will also be useful in updating other City planning efforts, thereby providing for consistency in the City's overall parks and recreation planning.

The Consultant shall, in consultation with the Project Team, prepare a preliminary Updated Parks Master Plan incorporating the results of the Data Collect/Facilities Report, the Community Needs Assessment and the Capital and Funding Assessment. The report will be formatted to facilitate updates/additions in the likely case a phased approach is taken for park development. The Updated Parks Master Plan shall include, but not be limited to:

- Proposed recommendations, strategies and actions to meet the identified needs - based on the Needs and Opportunities Assessment Report.
- To better convey to municipal leaders and the public the proposed recommendations, individual preliminary park capital plans will be prepared – including graphics and other illustrative materials.
- Design standards/guidelines that will be used to establish aesthetic standards for improvements in City parks and provide a unified look for the parks and trails system. The design guidelines may include:
 - architectural styles and details
 - way-finding signs
 - type of recreational facilities and programming (e.g., sports facilities, water features, picnic pavilions)
 - type of benches, lighting, planters, bicycle racks, trash receptacles and other landscape amenities
 - types of plantings – i.e., trees, shrubs, flowering plants or groundcover - native plants or plants that have proven to be non-invasive in the region
 - type of irrigation systems and controllers
- Cost estimates needed to support the proposed plan and the possible public and private funding sources.
- Proposed implementation schedule and methods of implementation.
- Identified federal, state and local regulatory requirements – permits and approvals.

- Proposed alternative managerial and operational structure(s).

Task F Presentation of the Draft Parks Master Plan Update

The Consultant will conduct a second series of city-wide public information meetings to present the results of this project and a Draft Updated Parks Master Plan to the community. The materials will include a PowerPoint presentation and graphic presentation boards for residents to review before and after the presentation. Information should also be made available on the City's website as well as through various social media platforms such as FaceBook, Twitter, etc.

Task G: Final Draft Parks Master Plan Update

The Consultant and Project Team will conduct a meeting with the Mayor and City Manager to present a draft Updated Parks Master Plan. Based on comments received at that time, the Consultant will finalize the Updated Parks Master Plan, including the estimated cost of probable operating, maintenance, construction and lifecycle costs for each short and long-term recommendations.

Task H: Presentation and Adoption of Parks Master Plan Update

Under this task, the Consultant will provide final deliverables based on additional input received by the community workshop. The Consultant and Project Team will review the final comments and refinements gathered during the course of the public information meetings and present this information to the Mayor and City Manager, who will provide the Consultant with further direction if warranted.

The Consultant will then make a formal presentation to the Fresno City Council requesting acceptance and adoption of the Plan.

SELECTION CRITERIA

Evaluation of proposals will be based on the competitive selection process and will not be limited to price alone. Technical merit will also be considered in the selection process. A screening committee consisting of City personnel from various departments will determine which proposals are most responsive to the requirements of this RFP.

Proposals shall be kept confidential until a contract is awarded and will be evaluated based on the following criteria:

- Experience, Qualifications and Expertise: Consultant experience and references in providing similar services. Include appropriate resumes for participating staff and their functional roles on the project. Provide the same details for any partnering firms on the project.

- Capabilities and Resources: Consultant's ability to perform the requested services and methods used, including implementation, maintenance and customer support.
- Scope of Work and Timeline: Consultant understands the services to be provided and is able to work within the desired timeline outlined by the City.
- Quality, Thoroughness and Responsiveness of Proposal: How well the proposal is detailed as pertaining to the desired services.
- References: Information received from references.

CONTENTS OF PROPOSAL

Executive Summary

A letter of introduction signed by an authorized representative of the Consultant (limited to three pages) that provides an executive summary of the Consultant's experience relevant to the scope of work described in this RFP. This summary must also highlight why the Organization or Consultant is best suited to provide website design for the City.

Primary Vendor Information

Consultant must provide a company profile. Information provided shall include:

- Name, address and telephone number of the organization's point of contact.
- Consultant's background/history and why the organization or Consultant is qualified and the best choice to provide the services described in this RFP.

Length of time organization has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

Subcontractor Information

Include a statement about the use of subcontracts. If subcontractors will be used:

- Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

Representative Resumes

Consultant must submit a resume for each key member of the project team. Resumes should highlight staff members' experience as it relates to this project.

Cost Proposal

The Consultant must provide a complete cost proposal based on the scope of services set forth in this RFP. The cost proposal must include the hourly rate to be charged for all staff levels to be assigned to the project, the number of hours to complete the project by staff level and by task, and travel and office expenses by task. The total cost shall be stated as a not-to-exceed price.

References

The Consultant must supply a minimum of three prior customer references representative of the similar work required by this project. References must include contact name and telephone number at the reference's place of business. Information to include:

- Client name
- Contact name and title
- Contact information
- Project description
- Project dates (starting and ending)
- Cost of the project

RFP Submission:

1. Submit six hard copies to:

City of Fresno
Purchasing Division (RFP for City of Fresno Parks Master Plan)
Attn: Gary Watahira, Purchasing Manager
2600 Fresno Street, Room 2156
Fresno CA 93721

- a. Responses submitted via any form of electronic transmission (except as listed above), such as electronic mail or facsimile, will not be considered.
- b. If the submittal to this RFP is by any means other than personal delivery, then it is the Consultant's sole responsibility to ensure the submissions are delivered to the exact location by the time specified.
- c. Responses should be clear, concise, and complete. They should be submitted using an 8 ½" x 11" portrait format. Illustrations, if required, may be submitted on 11" x 17" sheets, but should be folded to fit within the 8 ½" x 11" format.
- d. Responses may be bound by any means except 3-ring binders and paper/binder clips.
- e. By submission of a proposal, the Consultant acknowledges that it has read and thoroughly understands the scope of services; agrees to all terms and conditions stated herein in the attached Agreement form without exception, acknowledges the Consultant can meet all the insurance requirements without exception; and acknowledges that it can perform all tasks, as required.
- f. Submittals will not be opened publically.

- g. Late responses will not be accepted. Faxed or emailed proposals or modifications will not be considered. More than one proposal from an individual, organization, firm, partnership, or corporation under the same or different names will not be considered. Any proposal found to be illegible or incomplete may be rejected.
- h. Proposals may be withdrawn, altered and resubmitted at any time prior to the deadline set for submission of the proposals or any authorized postponement thereof. By submitting a proposal, the proposer agrees that the City may have up to 90 days from the proposal deadline to accept or reject proposals or award a contract.

SELECTION PROCESS

1. The City will review all proposals in a timely fashion.
2. At the conclusion of the proposal review process the City may make a selection of a Consultant or may compile a "short list" of organizations for interviews.
3. If interviews are deemed necessary for shortlisted organizations, the interviews will be held on a date to be identified, at Fresno City Hall, located at 2600 Fresno Street, Room 3054, Fresno, California 93721.
4. Shortlisted organizations will be notified and may continue in the selection process.
5. City may negotiate with one or more proposers.

GENERAL INFORMATION

Regulated Communications

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 read at the following website:

<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 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, located at 2600 Fresno Street, Fresno, California 93721.

Furthermore, firms listed as debarred or suspended by the U.S. Department of Housing and Urban Development will not be considered as an eligible proposer. Information on this list can be obtained at the following website:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/enforcement/debarments

Professional Liability Insurance

Professional liability insurance (errors and omissions) with limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and commercial general liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate will be required for this project. The City's standard contract will be used, which includes a conflict of interest statement and completion of a statement of economic interest.

Approval by City Council

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

Consultant Agreement

The City will be utilizing a Standard City Consultant Agreement. Copies of the City's Standard Contract and Consultant Selection Policies are available upon request. Should you have any questions pertaining to the RFP, please direct them in writing via email to Gary.Watahira@fresno.gov.

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 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 (hereinafter referred to as "Administrator") or his/her 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: e.g. Five Hundred Dollars (\$500.00)], 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 his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

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

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

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

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and

duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable

(i) professional canons and requirements governing avoidance of impermissible client conflicts; and

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

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

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

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

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

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

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

(i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111;

(ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility; and,

(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 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.

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

CITY OF FRESNO,
a California municipal corporation

By: _____
[Name]
[Title]

ATTEST:
YVONNE SPENCE, CMC
City Clerk
By: _____
Deputy

No signature of City Attorney required.
Standard Document #ALL-S 3.1 has
been used without modification, as
certified by the undersigned.

By: _____
[City Certifier Name] [City Certifier Title]
Addresses: CITY
City of Fresno
Attention: [Name], [Title][Street Address]

Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

[Consultant Name],

Attachments:

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

[Legal Identity]
By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

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

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

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) 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, 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 and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to 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 only if any products and/or services

related to information technology (including hardware and/or software) are provided to Insured and 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.

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.

**EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
UTILITIES BILLINGS AND COLLECTIONS OPERATIONAL ASSESSMENT AND
EVALUATION**

		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)

Additional page(s) attached.

(City, State and Zip)