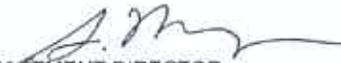
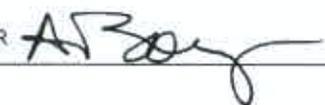


AGENDA ITEM NO. 1 H
 COUNCIL MEETING 12/16/08
 APPROVED BY _____

December 16, 2008


 DEPARTMENT DIRECTOR _____

CITY MANAGER 

FROM: PATRICK WIEMILLER, Public Works Director 
 Public Works Department

BY: EFREN BANUELOS, Assistant Director 
 Public Works Department, Capital Management Division

STEVEN SON, Capital Projects Manager 
 Public Works Department, Capital Management Division

DEBBIE BERNARD, Project Manager 
 Public Works Department, Capital Management Division

SUBJECT: APPROVE FIRST AMENDMENT TO AGREEMENT FOR EXTENSION OF TIME TO JANUARY 1, 2010 ON THE AGREEMENT WITH SIM ARCHITECTS TO DESIGN THE STATION RENOVATIONS AND ADDITIONS FOR EXISTING FIRE STATIONS NO. 2, 10 AND 14 WITHIN THE CITY OF FRESNO. (*Fire Stations No. 2 & 14 are in District 2, Fire Station No. 10 is in District 4*)

KEY RESULT AREA

Customer Satisfaction, Employee Satisfaction and Prudent Financial Management

RECOMMENDATION

Recommend approval of first amendment to Agreement for extension of time to January 1, 2010 on the agreement with SIM Architects for the design of plans and general construction contract documents for existing Fire Stations No. 2, 10 and 14 Renovations and Additions within the City of Fresno, and authorize the Public Works Director or his designee to sign the extension of time on the City's behalf.

EXECUTIVE SUMMARY

On November 27, 2007 Council approved an agreement with SIM Architects in the amount of \$116,322.00 for the design of plans and general construction contract documents for existing Fire Stations No. 2, 10 and 14 with a completion date of January 2009. The design is currently 90% complete and will be going out to public bid early in 2009. Due to the complexity and individuality of the renovations and additions at each of the stations, the scope required (3) to (4) months of extensive review; therefore delaying the Notice to Proceed to the Consultant.

Presented to City Council

Date

12/16/08

Disposition

Approved

KEY OBJECTIVE BALANCE

This project best balances the three Key Objectives of Customer Satisfaction, Employee Satisfaction and prudent Financial Management. This project will enable the City of Fresno's Fire Department to bring the existing Fire Stations No. 2, 10 and 14 up to current Fire Station standards without expending the funds required for brand new Stations. This demonstrates good Financial Management in savings on capital buildings and future maintenance while Customer Satisfaction is increased.

BACKGROUND

On March 30, 2004 Council approved the issuance of lease revenue Bonds which included an amount of \$4.8 Million for the Fire Department Facilities Improvements enabling the Fire Department to make needed repairs to the existing Fire Stations. Following the Bond issuance, the Fire Department began the Phase I Renovations to the existing fourteen Fire Stations by utilizing Facilities staff. Due to the major scope of work required to renovate the remaining stations, in March of 2007 the Fire Department directed Public Works to complete the design process and implement the renovations to the remaining 6 Fire Stations (#2, 3, 4, 10, 14 & Broadway/Elizabeth). In accordance with AO 6-19 Public Works issued an RFQ dated June 1, 2007, and the Consultant Interviews were held the week of July 9th. Due to the complexity of the remaining renovations and the desire to complete the Phase I Renovations as soon as possible, the decision was made to award two separate Consultant Agreements. The agreement with SIM Architects is for the design of, construction documents, bid assistance and construction administration for three of the remaining locations, Fire Stations #2, 10 and 14, with a completion date of January 2009. The design and construction documents are almost complete, with public bid advertisement anticipated for early 2009. This leaves the bid assistance and construction administration phases of the agreement with SIM.

To accomplish this, the Public Works Department is requesting the approval of the First Amendment to Agreement for Extension of time to January 1, 2010 on the Agreement with SIM Architects and the authorization of the Public Works Director or his designee to sign the extension of time on the City's behalf. This extension of time does not increase the cost of the Agreement with SIM Architects that was approved by Council on November 27, 2007; it only extends the agreement time frame.

FISCAL IMPACT

None

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 16th day of December, 2008, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY", and SIM Architects, a California Corporation, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated November 27, 2007, for professional architectural/Engineering services for Phase I Renovations at the existing Fresno Fire Stations No. 2, 10 & 14, hereinafter referred to as "Agreement;" and

WHEREAS, CONSULTANT has completed the Schematic Design and Design Development Phases and 85% of the Construction Development Phase of the Agreement; and

WHEREAS, CITY has accepted the work to date; and

WHEREAS, CITY now desires to modify the time frame therein.

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, the parties agree that the aforesaid Agreement be amended as follows:

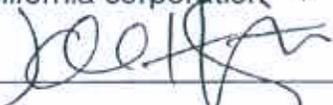
1. The date "January 2009" in Section 2 of the Agreement is amended to read "January 1, 2010." CONSULTANT shall provide the remainder of services as described in aforesaid Agreement within the extended time frame of twelve additional months. Such services shall be completed within 280 working days following execution of this Amendment by both parties.
2. CONSULTANT'S sole compensation for satisfactory performance of all services required pursuant to this Amendment shall be for the original fee as described in aforesaid Agreement, dated November 27, 2007, and no additional fees will be allowed.
3. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated November 27, 2007, remains in full force and effect.

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

CITY OF FRESNO,
a municipal corporation

Efren Banuelos, Assistant Director
Department of Public Works

SIM Architects,
a California corporation

By: 

Name: JOHN SMITH

Title: CFO

ATTEST:

REBECCA E. KLISCH
City Clerk

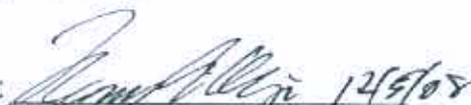
By: _____
Deputy

By: _____

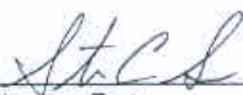
Name: _____

Title: _____

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By:  12/5/08
Nancy A. Algier Date
Senior Deputy

REVIEWED BY:


Steven Son
Capital Projects Manager
Department of Public Works

Addresses:

CITY:
City of Fresno
Attention: Debbie Bernard, Project Manager
Department of Public Works
2600 Fresno Street, 4th Floor
Fresno, CA 93721-3615
Phone: (559) 621-8658
FAX: (559) 457-1517

CONSULTANT:
SIM Architects
Attention: John Smith,
Architect
7591 N. Ingram #101
Fresno, CA 93711
Phone: (559) 448-8400
FAX: (559) 448-8467

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

THIS AGREEMENT is made and entered into effective the 26th day of October, 2007, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and TaylorTeter Partnership, LLP, a partnership (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Architectural/Engineering services for Phase I Renovations at Fresno Fire Stations No. 3, 4 and Broadway/Elizabeth, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services as a licensed Architect and Engineer 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 3-109 and Administrative Order No. 6-19; and

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

AGREEMENT

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

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

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or January, 2009, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 437 consecutive calendar days from such authorization to proceed.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$322,350.00, and a contingency amount not to exceed \$15,000.00 for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director. Such fees include all expenses incurred by CONSULTANT in performance of such services.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of CITY business.

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

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault

or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

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

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

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

(c) 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 is 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 to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or

equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

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

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

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

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 3-109.3 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

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

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

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

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

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

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

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

11. General Terms.

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

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. 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.

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: Efren Baruelos
Efren Baruelos,
Assistant Director, DPW

ATTEST:
REBECCA E. KLISCH
City Clerk

By: Elva Somerville
Deputy (10/30/07)

No signature of City Attorney required.
Standard Document #DPW 9.1 has been
used without modification, as certified by
the undersigned.

By: Debbie Bernard
Debbie Bernard
Project Manager
Department of Public Works

REVIEWED BY:

Scott Krauter
Scott Krauter
Capital Projects Manager
Department of Public Works

Addresses:

CITY:
City of Fresno
Attention: Debbie Bernard,
Project Manager
2600 Fresno Street, Rm. 4016
Fresno, CA 93721
Phone: (559) 621-8658
FAX: (559) 488-1045

TaylorTeter Partnership, LLP,
a Partnership

By: Glen R. Teter
Name: GLEN R. TETER

Title: MANAGING PARTNER
(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:
TaylorTeter Partnership, LLP
Attention: Russ Taylor,
Architect/Partner
7535 N. Palm Ave., Ste. 201
Fresno, CA 93711
Phone: (559) 437-0887
FAX: (559) 438-7554

Attachments:

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

EXHIBIT A

PHASE I RENOVATIONS AT FRESNO FIRE STATIONS NO. 3, 4 & BROADWAY/ELIZABETH

Scope of Work

Provide Architectural as well as Electrical, Mechanical, Plumbing, Structural and Civil Engineering services as follows:

Fire Station No. 3

The Scope of Work for the Phase I Renovation at Fresno Fire Station No. 3 shall include the following, but is not limited to:

- Sitework Design to include, but not limited to: Provide for removal of the underground fuel storage tank, backfill, and patch back with concrete; Sawcut and replace concrete for trenching; Extend/rebuild existing wood deck/balcony and provide natural gas connection for BBQ; Install new automatic gates including all required appurtenances and provide for an ADA Parking stall with accessible route to the front door.
- Design Turnout room within existing building to accommodate specified Gear Grid for current and additional Crew and Captains.
- Design for new stacked washer/dryer and extractor as well as possible relocation of existing water heater and ice machine.
- Repair existing historical apparatus bay door as well as replace existing canister roll up doors with new canister doors.
- Design for installation of new controllers at apparatus bay doors.
- Design for kitchen remodel, replacement of toilet partitions, new lighting in Dorm Room, new exhaust fans in restrooms, closet organizers in Captain's Dorm Room, replacement of light fixtures and painting throughout the interior, as well as the entire exterior of the Fire Station.
- Provide new electrical service directly to the Fire Station with new panelboards, feeders, etc.
- Provide new intercommunication system throughout the station.
- Replace existing gas/electric package on roof, provide air vents, and replace all thermostats and re-install/flash Skylight.

Fire Station No. 4

The Scope of Work for the Phase I Renovation of Fresno Fire Station No. 4 shall include the following, but is not limited to:

- Sitework Design to include, but not limited to: Provide new 500 gallon AGT and fuel island with all necessary electrical; Replace AC paving with concrete; Replace existing chain link fence with 6' CMU wall; Install automatic gate with all necessary equipment and electrical; Provide natural gas connection for BBQ and provide for an ADA Parking stall with accessible route to the front door.
- Design full height partition wall to enclose northern most apparatus bay for new turnout room to accommodate sufficient specified Gear Grid for crew as well as new extractor, with all required MEP, and new paint throughout.

- Design for installation of red/green lights and new controllers at apparatus bay doors as well as new washer/dryer in new 'Service Room', along with all necessary MEP.
- Design for kitchen remodel, new solid polymer toilet partitions, minor crew toilet room renovations, new window systems with motorized sunshades and all required electrical, misc. interior painting, new custom round bench sink and lighting fixtures in crew toilet/shower/locker room on 2nd floor.
- Design separate Captain's quarters from Office area on first floor to include all required MEP, new casework, closet organizer's, refurbished toilet/shower room, new exhaust fans, lighting and ceiling tiles.
- Provide for refurbishing of Captain's toilet/shower room on 2nd floor with new casework, lavatory, water closet and shower as well as ceiling and wall tile.
- Provide new electrical service, main switchboard with provisions for ATS, new panelboard and feeders; Removal of existing wall mounted heat pumps and ducting replace with new system and rework system on 1st Floor, as well as replacing all thermostats.
- Replace main waste water sewer line, design uplighting for existing flag pole and paint entire exterior of Fire Station.

Future Fire Station at Broadway & Elizabeth

The Scope of Work for Future Fire Station at Broadway & Elizabeth shall include the following, but is not limited to:

- Sitework Design to include, but not limited to: Provide new 500 AGT and fuel island along with all necessary electrical; Replace AC paving with concrete; Provide new automatic gate at parking lot along with all required electrical; Design new 6' CMU wall around enlarged outdoor patio with natural gas connection for BBQ; Provide exterior security lighting and miscellaneous tree removal.
- Design new apparatus bay door openings to be 12' wide by 14' tall and provide all new doors, with red/green lights, controllers and operators along with all necessary electrical; Design new diesel exhaust system for apparatus room comparable to system at remainder of stations, paint all walls and ceilings.
- Design existing turnout/storage area to accommodate specified Gear Grid for all crew, new extractor and washer/dryer as well as all required MEP, provide accommodations for existing ice machine.
- Design kitchen remodel to include interior wall demo, all new fixtures, surfaces and MEP; New casework for Front Office area; New Captain's quarters to accommodate required lockers; Replace tile all walls of Captain's quarters toilet room and provide exhaust fan; Remove paneling and refinish walls in Day Room also to include new flooring, wall base, opening into patio area as well as apparatus room; Remove bay of lockers and benches for exercise equipment area in Crew Locker/Shower/Toilet area, new tile walls and floors in toilet/shower area, new flooring, wall base, light fixtures, solid polymer toilet partitions and individual lavs, new sink outside Locker Room and new quarters and toilet/shower room for female crew member.
- Design individual spaces for private crew quarters including all carpentry, doors, flooring and MEP required.
- Provide new paint throughout interior and exterior of Fire Station, re-roof and provide new flashing, new electrical panelboards with various power and lighting revisions, various mechanical and plumbing revisions/updates, new operable glazed window system in various locations and new thermostats throughout.

There are five parts or phases of work under the CITY'S standard consultant services agreement. For this reason, the scope of work is divided accordingly and in the following order:

- Part 1 – Schematic Design Phase
- Part 2 – Design Development Phase
- Part 3 – Construction Document Phase
- Part 4 – Bidding Phase
- Part 5 – Construction Phase and General Construction Contract

Part 1 – Schematic Design Phase

Part 1 generally includes the work necessary to prepare schematic design drawings, most notably the establishment of an overall view of the total scope of work for each Fire Station. More specifically, the work will include the following:

- Obtain record drawings from City
- Field verify existing conditions and compare with record drawings
- Perform utility search
- Document location of franchise utilities
- Prepare schematic site plan and schematic floor plans
- Submit schematic design for City review

Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 20 calendar days from the issuance of a Notice to Proceed for this Part One unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 5 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

As part of the Notice to Proceed for Part 2, written acknowledgement that the design layouts for each Fire Station have been accepted during the review of the schematic design phase will be provided by the CITY.

Part 2 – Design Development Phase

Part 2, or the design development phase, is the preparation of 60% complete construction documents that includes the following:

- Prepare dimensioned site plans, grading plans and utility plans as necessary for the selected project area(s) and improvements to be constructed including key notes
- Prepare architectural and all engineering dimensioned demolition floor plans and improved floor plans with key notes
- Prepare exterior elevations, building cross sections and building roof plan
- Prepare draft specifications for construction
- Prepare preliminary construction cost estimates
- Submit as many as three copies of plans, specifications and estimates for City review
- Address all comments obtained during City department review(s)

Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 25 calendar days from the issuance of a Notice to Proceed for this Part Two unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 5 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

Part 3 – Construction Development Phase

Under the construction development phase the scope of work includes preparation of 100% complete construction documents. This work includes incorporation of CITY comments obtained during the design development submittal review and includes the following:

- Incorporate City comments obtained from design development review
- Finalize site plan and grading plan as necessary
- Prepare demolition plans
- Prepare construction details
- Complete specifications including explanation of bid items and bidders proposal
- Finalize construction cost estimates
- Submit four (4) copies of plans and two (2) sets of structural calculations if necessary for Development Dept. Building & Safety review
- Submit three (3) copies of plans, specifications and cost estimates for City review
- Address all comments obtained during City departmental review(s)
- Submit (1) complete set wet signed and stamped originals for signature and copying for bid

Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered and deliverables submitted within 35 calendar days from the issuance of a Notice to Proceed for this Part Three unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by CITY, shall be submitted to CITY within 5 calendar days from receipt of CITY'S comments unless an extension of time is approved in writing by the Director.

Comments received during CITY review of the draft final construction development phase submittal will be incorporated within the design and one set of mylar originals (stamped and signed), along with digital copies of the plans and specifications will be transmitted to the CITY for reproduction and distribution.

Through the 90% Construction Development Phase the project is scheduled to be bid as one project containing all three stations. The City reserves its right to separate the stations after completion of 90% Construction Documents and bid each station out individually or in any combination which will provide for a fully funded project to completion, dependent upon the Fire Department's budget at time of bid.

Part 4 – Bidding Phase

During the bidding phase of the project, CONSULTANT will provide the CITY assistance in preparing necessary addendums, communication with potential bidders and attendance at the pre-bid meeting and bid opening.

If the lowest responsible bid received for the general construction contract exceeds by 10% or more the final estimate of construction cost previously accepted by CITY, excluding there from any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which are excluded from the general construction contract, CONSULTANT shall, within 14 days of any request by CITY, revise the plans and Exhibit A

specifications as may be necessary to stay within 10% of such final estimate of construction costs, at no additional cost to CITY provided such bid is received within 180 calendar days after completion of services in Part 3 – Construction Development Phase of this Agreement. CONSULTANT shall also submit such revised plans and specifications, together with a new final estimate of construction cost, to CITY for review and acceptance. This procedure, using the latest accepted final estimate of construction cost, shall, upon written notice to CONSULTANT from the Director, be repeated until an acceptable bid is received that does not exceed the accepted final estimate of construction cost by more than 10%.

Part 5 – Construction Administration Phase

The construction phase will begin with the award of the general construction contract, which shall constitute a written Notice to Proceed with this Part Five, and will terminate when a Notice of Completion is filed. Upon award of a general construction contract for the Project and under the direction of the Director through CITY'S designated Construction Manager for the Project.

CONSULTANT will attend the pre-construction meeting. During construction the CONSULTANT shall visit the site at intervals appropriate to the stage of construction to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the CONSULTANT shall keep the CITY informed of the progress and quality of the Work, and shall endeavor to guard the CITY against defects and deficiencies in the work of the Contractor. This phase also includes answering questions in the form of RFI's from both the contractor and the CITY'S Construction Manager in a timely manner keeping with the expedited schedule.

In addition, CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

Compensation

Payments for Architectural and Electrical, Mechanical, Plumbing, Structural and Civil Engineering services shall equal the following:

Part 1 – Schematic Design Phase	\$73,342
Part 2 – Design Development Phase	\$43,942
Part 3 – Construction Development Phase	\$117,179
Part 4 – Bidding Phase	\$14,647
Part 5 – Construction Administration Phase	<u>\$73,240</u>
LUMP SUM NOT TO EXCEED TOTAL:	\$322,350

Should CONSULTANT be required by CITY to add additional insurance as stipulated in section 8(a) of the Consultant Services agreement after the initial notice to proceed, an amendment to this agreement shall provide CONSULTANT with compensation for such additional coverage. The amendment and pursuant compensation shall be negotiated between CITY and CONSULTANT and must be approved by the Public Works Director.

Contingency

The contingency amount of \$15,000.00 shall be utilized only for changes in the scope of work detailed in this Exhibit A. Use of the contingency will be pursuant to Section 3c of this agreement the contingency amount will be authorized in the form of negotiated Work Orders to be signed by the Public Works Director. An additional fee of \$9,800.00 has been negotiated for a Work Order to bid stations 3 & 4 separately from the Broadway/Elizabeth station rather than the single project as detailed in the Exhibit A. The City will authorize this additional cost and Work Order dependent upon the Fire Department's budget and cost estimates for the work at time of bid.

The following fee schedule shall be applied for purposes of any additional work pursuant to Section 3c and will be authorized in the form of Work Orders to be signed by the Public Works Director:

Structural Engineer

Principal Structural Engineer	\$140.00/hr
Managing Structural Engineer	\$120.00/hr
Senior Structural Engineer	\$115.00/hr
Associate Structural Engineer	\$100.00/hr
Structural Engineer	\$90.00/hr

Architecture

Principal Architect	\$140.00/hr
Managing Architect	\$110.00/hr
Senior Architect	\$100.00/hr
Associate Architect	\$90.00/hr
Architect	\$80.00/hr

Civil Engineering

Principal Civil Engineer	\$130.00/hr
Managing Civil Engineer	\$115.00/hr
Senior Civil Engineer	\$100.00/hr
Associate Civil Engineer	\$90.00/hr
Civil Engineer	\$80.00/hr

Mechanical Engineer

Senior Mechanical Engineer	\$115.00/hr
Associate Mechanical Engineer	\$100.00/hr
Mechanical Engineer	\$90.00/hr

Electrical Engineer

Senior Electrical Engineer	\$115.00/hr
Associate Electrical Engineer	\$100.00/hr
Electrical Engineer	\$90.00/hr

Support Services

Project Manager	\$75.00/hr
Engineer-In-Training II	\$65.00/hr
Engineer-In-Training I	\$60.00/hr
Architect-In-Training III	\$70.00/hr
Architect-In-Training II	\$65.00/hr
Architect-In-Training I	\$60.00/hr
CADD Manager	\$95.00/hr
CADD Operator III	\$70.00/hr
CADD Operator II	\$60.00/hr
CADD Operator I	\$50.00/hr
Construction Administrator III	\$75.00/hr
Construction Administrator II	\$65.00/hr
Construction Administrator I	\$50.00/hr
Engineering Aide	\$50.00/hr
Project Administrator	\$50.00/hr
Clerical	\$50.00/hr

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno
and TaylorTeter Partnership

Phase I Renovations at Fresno Fire Stations No. 3, 4 & Broadway/Elizabeth
PROJECT TITLE

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

CONSULTANT shall maintain limits of liability of not less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

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

Umbrella or Excess Insurance

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

Phase I Renovations at Fresno Fire Stations No. 3, 4 & Broadway/Elizabeth
PROJECT TITLE

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

* If the answer to any question is yes, please explain in full below.

Explanation: _____

* (2) TO THE BEST OF OUR KNOWLEDGE

** (3) WE ASSUME SO, HOWEVER NO

SPECIFIC INFORMATION IS
AVAILABLE DUE TO OUR
BROAD RANGE OF CLIENTS

Additional page(s) attached.

Signature

(name)

(company)

(address)

(city state zip)

[Handwritten Signature]

GLEN D. TEJER

TAYLOR TEJER PARTNERSHIP

7535 H. PALM

FRESNO, CA. 93711