

**THE CITY OF FRESNO IS INVITING  
CONSULTANTS TO SUBMIT  
QUALIFICATIONS FOR PROFESSIONAL  
ON-CALL HISTORIC PRESERVATION  
SERVICES  
Bid File #12601838**

Proposals Due: Monday, May 4, 2026, by 3:00pm (PDT)

**APPLICATION CONTACT:**

Questions pertaining to the Request For Qualification (RFQ) should be directed to David Densley via email at [David.densley@fresno.gov](mailto:David.densley@fresno.gov) with a carbon copy to Nadia Salinas at [Nadia.Salinas@fresno.gov](mailto:Nadia.Salinas@fresno.gov).

## PUBLIC NOTICE

### **CITY OF FRESNO REQUEST FOR QUALIFICATIONS**

THE CITY OF FRESNO IS INVITING CONSULTANTS TO SUBMIT QUALIFICATIONS  
FOR PROFESSIONAL ON-CALL HISTORIC PRESERVATION SERVICES  
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The City of Fresno (City), through this Request for Qualifications (RFQ), is seeking a qualified historic preservation consulting firm to provide as-needed professional services supporting the City's Historic Preservation Program.

This solicitation is being issued in accordance with City procurement requirements and is intended to ensure a competitive, transparent selection process. Respondents are specifically directed not to contact any City staff member other than the contact person indicated below.

Organizations interested in submitting a Statement of Qualifications (SOQ) may download the RFQ package by visiting the City's Planet Bids website at:  
<https://www.fresno.gov/departments/#general-services> under the "Bid Opportunities"

SOQs shall be emailed to [David.densley@fresno.gov](mailto:David.densley@fresno.gov) with a carbon copy to [Nadia.salinas@fresno.gov](mailto:Nadia.salinas@fresno.gov).

The City will accept applications until 3:00 p.m. (PDT) on Monday, May 4, 2026.

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

No consideration will be given to submissions received after the above time and date.

# **THE CITY OF FRESNO IS INVITING CONSULTANTS TO SUBMIT QUALIFICATIONS FOR PROFESSIONAL ON-CALL HISTORIC PRESERVATION SERVICES**

## **I. Introduction**

The City of Fresno (City) is seeking responses to a Request for Qualifications (RFQ) from qualified firms with demonstrated experience in historic preservation, architectural history, cultural resources management, and related regulatory compliance services. The City intends to select one full-service firm to provide part-time, as-needed professional support for the City's Historic Preservation Program.

## **II. Project Description and Background**

The City of Fresno administers a comprehensive historic preservation program, including project review, maintenance of the City's historic resource inventory, Mills Act program administration, and support for the Historic Preservation Commission (HPC). As a Certified Local Government (CLG) recognized by the National Park Service (NPS) and the California State Historic Preservation Office (SHPO), the City must maintain qualified professional capacity to evaluate historic resources, review projects for compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (SOIS) and prepare required documentation under the California Environmental Quality Act (CEQA).

To ensure continuity of service while the City recruits a full-time Historic Preservation Specialist, the City seeks a single consultant firm to provide part-time, as-needed support. Services will include historic resource evaluations, CEQA technical studies, survey and inventory updates, Mills Act support, HPC staff report preparation, and general technical assistance to staff, applicants, and the public.

The City intends to select one firm to provide these services under an on-call agreement.

## **III. Location – City of Fresno**

Fresno (population approximately 545,000) is located on 106 square miles in the San Joaquin Valley in the heart of California, mid-way between San Francisco and Los Angeles. Fresno is the state's fifth largest city and the Valley's largest metropolitan center. The City contains a diverse collection of historic resources, including early residential districts, agricultural and industrial properties, cultural landscapes, and architecturally significant civic buildings. As a CLG community, Fresno maintains an active preservation program supported by the Historic Preservation Commission.

## **IV. Scope of Services**

The City of Fresno intends to obtain a single qualified firm to provide the services outlined below. Best industry practices may require additional services that are not explicitly enumerated.

On an on-call Agreement basis, services will include but are not limited to:

### **1. Review of Development Applications**

- a. Review of project plans and elevations for buildings 45 years and older for eligibility for CEQA exemptions.
- b. Review of project plans and elevations affecting designated Historic Resources for

consistency with the SOIS.

- c. Preparation of design review memoranda or recommendations for staff or HPC consideration.
- d. Archival research, including review of historic maps, building permits, Sanborn maps, aerial photographs, local historical collections, and local media.

## 2. **CLG Program & Commission Support**

- a. Preparation of staff reports for the Historic Preservation Commission (HPC).
- b. Attendance at monthly HPC meetings (virtual attendance is acceptable).
- c. Attendance at HPC committee meetings as requested
- d. Preparation of the City's annual Certified Local Government (CLG) report.
- e. Management of the City's Mills Act program.

## 3. **Technical Assistance**

- a. Guidance to applicants, architects, and developers regarding historic resource requirements.
- b. Responses to public inquiries.
- c. Training for Planning staff on historic resources and related procedures.
- d. Updates to the City's historic resource inventory and GIS layers.

## 4. **Historic Resource Evaluation**

- a. Preparation of Historic Resource Evaluations (HREs), Historic Resource Assessments (HRAs), and eligibility determinations.
- b. CEQA technical studies, including Section 15064.5 evaluations and impact analyses.
- a. Preparation and updating of Department of Parks and Recreation (DPR) Form 523 documentation.
- b. Development of historic context statements or supplemental research to support evaluations, nominations, or CEQA documentation.
- c. Field surveys (intensive or reconnaissance).
- d. Support for historic district nominations or amendments.
- e. Review and evaluate Section 106 reports

## 5. **Special Projects**

- a. Support of municipal code amendments related to historic preservation.
- b. Preparation of preservation plans, design guidelines, or thematic studies.
- c. Support for grant applications and grant-funded preservation projects.
- d. Assistance with cultural landscape evaluations or environmental related historic studies.

## V. RFQ Response Package Requirements

If your firm is interested in this project, please submit a Statement of Qualifications (SOQ) that includes the following components. The SOQ must demonstrate the firm's capacity to serve as the City's single, full-service on-call historic preservation consultant.

1. **Cover Letter** – Provide a cover letter describing the firm's interest in the project and commitment to providing on-call historic preservation services.
  - a. The letter must be signed by a person authorized to negotiate and execute a contract with the City.
  - b. Include the firm's primary point of contact, email address, and phone number.
2. **Firm Overview and Qualifications** – State the qualifications and experience of the Consultant firm, emphasizing work relevant to historic preservation, architectural history, cultural resources management, and regulatory compliance. Describe the firm's experience on projects similar in scope and complexity and highlight the qualifications and past performance of the proposed Project Manager and key project staff. The overview should also describe the firm's ability to provide part-time, as-needed services and its capacity to respond to City needs in a timely manner.
3. **References** – Provide:
  - a. At least three (3) references each (names, emails, and current phone numbers) from recent work (previous three years) similar to the subject project for the key project staff members. Include a brief description of the projects associated with the reference, and the role of the respective team member on that project; and
  - b. A description of at least three (3) relevant projects performed by each firm included in the Consultant team. Projects included must emphasize services performed similar to those requested in this RFQ. Each project description shall include client reference (name, affiliation, current phone number and email address), a list of any team members shown in Item 3, Organization Chart who worked on the project and a copy of the work product from that project.
4. **Other Information (Optional)** – Firms may include up to two pages of additional information that may assist the City in evaluating the SOQ. This may include proposed enhancements to the Scope of Services, technical or procedural innovations, or tools and methods that improve efficiency or turnaround times. Any enhancements must remain consistent with the objectives of this RFQ.
5. **Resumes** – Provide summary resumes for all key personnel within the 20-page SOQ limit. Resumes should include education, relevant experience, professional qualifications, certifications or licenses, and confirmation of meeting the Secretary of the Interior's Professional Qualification Standards where applicable. More detailed resumes may be included in an appendix, though firms are encouraged to limit content to information directly relevant to this project.
6. **Rate Sheet** – Consultants are not required to provide an Hourly Rate Sheet at this

time. Rates and fees will be discussed and agreed upon during the selection process.

## 7. Legal Documents

Review and acknowledge, where appropriate:

- a. Appendix A - Sample Consultant Services Agreement
  - Exhibit A - Scope of Services
  - Exhibit B – Insurance Requirements
  - Exhibit C – Conflict of Interest Disclosure Form
- b. Appendix B - Statement of Acceptance of the Indemnification and Insurance Requirements
- c. Appendix C - Certification for Local Preference
- d. Appendix D - Levine Act Disclosure Statement

## VI. QUALIFICATIONS/PROPOSAL SUBMITTAL PROCEDURE

Consultants shall submit their SOQ to [David.Densley@fresno.gov](mailto:David.Densley@fresno.gov) and carbon copy [Nadia.Salinas@fresno.gov](mailto:Nadia.Salinas@fresno.gov) in accordance with the following requirements:

1. Proposal shall be transmitted with a cover letter as described in Section V.
2. The entire SOQ shall not exceed 20 pages including the cover letter and any table of contents. This does not include the work samples in Requirement #4 or the legal documents in Requirement #7.
3. Subject line shall be labeled “RFQ #12601838 - Professional On-Call Historic Preservation Services.”
4. The Proposal shall be received prior to 3:00 PM on Monday, May 4th, 2026.
5. Responses shall be submitted in 8½” x 11” PDF format. Paper or fax submissions will not be accepted.
6. Late submissions will not be considered.

## VII. Schedule

Date	Activity
Monday, May 4, 2026	SOQs due to the City by 3:00 PM
May 11, 2026	Evaluation period and interviews (if held)
May, 2026	Selection, contract negotiation, and execution
June, 2026	Kick-off meeting with selected consultant

All dates are subject to change. Respondents will be notified via email of any schedule changes.

## VIII. Respondent Selection

RFQ responses will be evaluated by a Review Committee comprised of representatives from the City and other relevant entities. Following the evaluation of the responses, the Committee may elect to interview some or all Respondents, seek clarification or amplification of submitted materials, or reject all responses. The Committee reserves the right to hold interviews or to select a preferred Respondent based solely on written materials.

The recommendation for selection will be based on criteria related to demonstrated qualifications, alignment with City objectives, relevant experience, soundness of approach, and the Respondent's capacity to perform the proposed scope of work within the required timeframes. The Committee may consider any factor of value to the City, whether quantifiable or not, including but not limited to the Respondent's anticipated initiative, responsiveness, and ability to support the City's Historic Preservation Program.

The following criteria have been identified for the Review Committee to make its recommendation to the City.

Criteria	Weight
<b>Qualifications</b> – Secretary of the Interior's Professional Qualification Standards, compliance, technical expertise, capacity to perform the work	40%
<b>Experience</b> – Relevant experience completing similar historic preservation, CEQA, survey, and municipal preservation assignments	40%
<b>Acceptance of City Contract and Insurance Requirements</b> – Acceptance of the City's standard agreement, indemnification, and insurance requirements without modification	20%

The City shall select the Respondent that provides the best value to the City, in its sole discretion. The City may enter into negotiations with one or more Respondents concurrently. The City reserves the right to reject all responses, waive minor irregularities, issue a subsequent RFQ, or modify the scope of services.

This solicitation does not commit the City to enter into a contract or to pay any costs incurred in the preparation of the RFQ. The award of any agreement will be made by the City in accordance with applicable administrative procedures.

**IX. Local Preference**

Fresno Municipal Code Section 4-109, Local Preference in Contracting for Services, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows: Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for consulting services, give a primary preference to local firms, when such firms have the necessary qualifications, experience and expertise to complete the project being proposed, as determined by the City.

A secondary preference shall be given to non-local firms which form an association for pecuniary profit with local firms for the project, wherein the benefit to the local firm(s) is an amount greater than 15% of the total contract price. The Respondent shall certify, under penalty of perjury, that the Respondent qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

"Local firm" shall mean a firm with a fixed primary or branch office within a twenty-five-mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

Respondents seeking the benefit of local preference shall submit Attachment 2 – Certification for Local Preference with their proposal. Failure to include the certificate waives the preference.

#### **X. Additional Information**

Regulated Communication in City Procurement Process Ordinance: The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective April 29, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

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

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

Note: The full text of Fresno Municipal Code Chapter 4, Article 6 may be obtained from the City Clerk's Office and is also accessible on the City's website by navigating to "Government," selecting "City Clerk," and opening the "Fresno Municipal Code and City Charter."

- a. Debarment: A Bidder may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.
- b. The Respondent agrees to use the Agreement as drafted by the City. Copies of the City's Standard Contract and Consultant Selection Policies are available upon request.
- c. Public Records: The Responses received shall become the property of the City and are subject to public disclosure. Those parts of a Response which are defined by the Respondent as business or trade secrets as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked "Trade Secrets," "Confidential" or "Proprietary" and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California

Public Records Act or otherwise by law. Respondents who indiscriminately and without justification identify most or all of their Response as exempt from disclosure may be deemed non-responsive. Responses, excluding confidential information, will be available for review after posting staff recommendation.

- d. The City of Fresno hereby notifies all Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

## **XI. Request for Information**

All requests for information (RFI) and questions regarding this project shall be in writing via email to the Project Manager identified in this RFQ by Monday April 21, 2026. There are to be NO phone calls to the City for additional information or clarification. The City shall reply to question(s) or RFI(s) that the City deems necessary for the preparation of the Respondent's RFQ.

Response to RFI and questions shall be done via email and posted on the City's Planet Bids platform. It is the responsibility of the Respondent to ensure proper email address is on record. Failure to abide by this provision shall deem that Respondent non-responsive and the RFQ will not be considered.

Project Manager:  
David Densley – Projects Administrator  
City of Fresno  
Planning and Development Department  
2600 Fresno Street, 3rd Floor  
Fresno, CA 93721

### Attachments:

- Appendix A - Sample Consultant Services Agreement
  - Exhibit A - Scope of Services
  - Exhibit B – Insurance Requirements
  - Exhibit C – Conflict of Interest Disclosure Form
- Appendix B - Statement of Acceptance of the Indemnification and Insurance Requirements
- Appendix C - Certification for Local Preference
- Appendix D - Levine Act Disclosure Statement

## Appendix A

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

THIS AGREEMENT (Agreement) is made and entered into, effective on \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and [Consultant Name], [Legal Identity] (Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional Historic Preservation services for On Call Preservation Consulting Services for the Planning and Development Department (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a Historic Preservation and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

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

WHEREAS, this Agreement will be administered for the City by its Development and Planning Director (Administrator) or designee.

**AGREEMENT**

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through July, 2027, with up to two optional one-year extensions, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
  - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$75,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.
  - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
  - (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for

the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

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

7. Indemnification. To the furthest extent allowed by law, the Consultant shall indemnify, hold harmless and defend 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, litigation expenses and cost to enforce this Agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Consultant shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City’s execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) Consultant’s duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

- (d) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any 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.
  - (e) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
  - (f) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
  - (g) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
  - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
  - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
  - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.
11. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
  - (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the

end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

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

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

- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the

requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

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

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

16. Assignment.

- (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
- (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly

to the Consultant.

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement

between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,  
a California municipal corporation

[CONSULTANT NAME],  
[Legal Identity]

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

By: \_\_\_\_\_  
Date  
Asst./Sup./Sr. Deputy City Attorney

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

ATTEST:  
AMY K. ALLER  
Interim City Clerk

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

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

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

Addresses:

CITY:  
City of Fresno  
Attention: David Densley, Projects Administrator  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-8473  
E-mail: david.densley@fresno.gov

CONSULTANT:  
[Consultant Name]  
Attention: [Name], [Title]  
[Street Address]  
[City, State Zip]  
Phone: [area code and #]  
E-mail: [E-mail address]

Attachments:

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

**EXHIBIT A**

**SCOPE OF SERVICES**

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

2026 On Call Historic Preservation Consulting Services

[Describe Scope of Service]

**SCHEDULE OF FEES AND EXPENSES**

[Schedule of Fees and Expenses]

## EXHIBIT B

### INSURANCE REQUIREMENTS Consultant Service Agreement between City of Fresno (City) And [Consultant Name] (Consultant) 2026 On Call Historic Preservation Consulting Services

#### 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 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).
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.

#### MINIMUM LIMITS OF INSURANCE

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

1. COMMERCIAL GENERAL LIABILITY:
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,
  - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. COMMERCIAL AUTOMOBILE LIABILITY:  
\$1,000,000 per accident for bodily injury and property damage.
3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.
4. EMPLOYER'S LIABILITY:
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.
5. PROFESSIONAL LIABILITY (Errors and Omissions):
  - (i) \$1,000,000 per claim/occurrence; and,

- (ii) \$2,000,000 policy aggregate.

#### UMBRELLA OR EXCESS INSURANCE

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

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions.

#### OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. Consultant’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.
5. 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 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent, of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.
6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
7. The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under

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

### CLAIMS-MADE POLICIES

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (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-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (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 the City for review.
5. These requirements shall survive expiration or termination of the Agreement.

### VERIFICATION OF COVERAGE

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

### SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file

**EXHIBIT C**

**DISCLOSURE OF CONFLICT OF INTEREST**

2026 On Call Historic Preservation Consulting Services

		<b>YES*</b>	<b>NO</b>
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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional page(s) attached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State Zip)

## Appendix B

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE  
REQUIREMENTS**

**Project Name: REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ON-CALL  
HISTORIC PRESERVATION SERVICES**

**BID FILE NO. [12601838]**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below, and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

**ACCEPT**  
 **DO NOT ACCEPT**

**If "DO NOT ACCEPT" is checked, please list exceptions:**

---

Signature of Authorized Person

---

Type or Print Name of Authorized Person

## Appendix C

Respondent's Name: \_\_\_\_\_  
(Submit with Proposal, if applicable)

### CERTIFICATION FOR LOCAL PREFERENCE

**Project Name: REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ON-CALL HISTORIC PRESERVATION SERVICES**

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109(b)(1).

Primary Office   
Branch Office (NO PO Box)   
(mark as applicable)

#### Location of Business

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

The undersigned Respondent hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

**The above Statement is part of the Proposal. Signing this Proposal on the signature page thereof shall also constitute signature of this Certification.**

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

## Appendix D

FIRM NAME: \_\_\_\_\_

**THIS FORM IS A PUBLIC RECORD**

**LEVINE ACT DISCLOSURE STATEMENT FOR PROCUREMENTS**

California Government Code § 84308, commonly referred to as the "Levine Act," prohibits City Officers from participating in any proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract") if they receive campaign contribution(s) from a party to the proceeding, or their agent, totaling more than \$500 in the preceding 12 months. The Levine Act also prohibits City Officers from accepting, soliciting, or directing campaign contributions over \$500 from parties to a proceeding, or in any amount by their agents, while a proceeding is pending and for 12 months following the final decision in a proceeding.

The Levine Act requirements apply only when the City Officer or the body of which they are a member has the authority to make any decision or recommendation in the proceeding. City Officers include City elected or appointed officers, their alternates, and any candidate for elective office. City Officers are listed at the following sites:

- *City elected officers* - <https://www.fresno.gov/cityofficials/>
- *Board and Commissioners* - <https://www.fresno.gov/cityclerk/#boards-&-commission-application>

**Parties are responsible for reviewing and disclosing on the record of a proceeding their and their agent’s campaign contributions to city officers over \$500 in the 12 months preceding any decision rendered by the agency. A “party” to a proceeding means the applicant as well as the subject of the proceeding.**

As a bidder/proposer you are a party to a proceeding under the Levine Act, and required to provide information about campaign contributions to City Officers made by you, your agents on behalf of you or your organization, your organization subject to the proceeding with the City, and any organization you direct or control pursuant to the aggregation rules set forth by [FPPC Reg. § 18438.5](#), except for uncompensated officers of a nonprofit organization. When a closed corporation is a party to or a participant to a proceeding subject to the Levine Act, the majority shareholder is subject to the disclosure and prohibition requirements of the Levine Act. (Gov. Code 84308(e)(4).)

**DISCLOSURES**

Bidders/proposers are responsible for reviewing the names of the City Officers at the links above prior to making the following disclosure:

Have you or your organization/company, or any Agent on behalf of you or your organization/company, or any organization/company you direct or control, made campaign contributions of more than \$500 to a City Officer in the 12 months preceding the date of the submission of your bid or proposal, or the anticipated date of any action by a City Officer related to this proceeding?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

If yes, please identify the City Officer(s), Contributing Entity and if they are a Party or an Agent, and date(s) of contribution(s) in the spaces below:

City Officer(s) Name(s)	Contributing Entity	Date(s) of Contribution(s)
<hr/>		
<hr/>		

FIRM NAME: \_\_\_\_\_

Answering yes to the question above does not preclude the City of Fresno from awarding a license, permit, or contract to your entity or taking any subsequent action related to the license, permit, or contract.

### OWNERSHIP

To facilitate compliance with the Levine Act, the City of Fresno requests bidders/proposers voluntarily disclose information about the ownership of their companies. **Bidders will not be found non-responsive if they do not provide this information, but the disclosure above is legally required.**

\_\_\_\_\_  
Name of Bidder/Proposer Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors, and all stockholders owning more than 10% equity interest in corporation.  
For closed corporations, list the name of the majority shareholder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SIGNATURE

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Name of Business/Legal Entity

\_\_\_\_\_  
Print Name and Title of Authorized Representative Signature

\_\_\_\_\_  
Date

**LEVINE ACT DISCLOSURE STATEMENT**  
**DEFINITIONS**

Term	Definition	Law
<b>Covered "proceedings"</b>	<p>A license, permit, or other entitlement for use, meaning all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts, and all franchises. Including a proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is:</p> <p>(1) Applied for by the party;</p> <p>(2) Formally or informally requested by the party; or</p> <p>(3) A contract between the agency and the party or a franchisee granted by the agency to the party, <i>other than those</i> competitively bid, labor contract, personal employment contract, valued under \$50,000, between two or more agencies, where no party receives financial compensation, periodic review of or renewal of a development agreement with no material changes; or a periodic review or renewal of competitively bid contracts (unless material modifications or amendments valued at &gt;10% value of the contract \$50,000, whichever is less).</p>	<p><a href="#">FPPC Reg 18438.2(a)</a></p>
<b>Party</b>	<p>Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.</p>	<p><a href="#">Gov. Code 84308(a)(1)</a></p>
<b>Agent</b>	<p>A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.</p>	<p><a href="#">FPPC Reg 18438.3</a></p>
<b>Competitively Bid</b>	<p>Competitively bid contracts are required by law, agency policy, or agency rule to be awarded pursuant to a competitive process. A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.</p>	<p><a href="#">Gov. Code 84308(a)(5)(B); FPPC Reg 18438.2(a)(3)(A)</a></p>
<b>Labor Contract</b>	<p>A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.</p>	<p><a href="#">FPPC Reg 18438.2(a)(3)(B)</a></p>
<b>Personal Employment Contract</b>	<p>A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.</p>	<p><a href="#">FPPC Reg 18438.2(a)(3)(C)-(D)</a></p>

Additional information on the Levine Act: <https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Campaign%20Documents/84308/Section%2084308%20and%20Parties%20and%20Participants%20Guide.pdf>