

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

THIS AGREEMENT is made and entered into effective the 1st day of December, 2018, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Melton Design Group, a California Corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional engineering and landscape architecture services for developing a Park Master Plan for Quigley Park, hereinafter referred to as the "Project," and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a professional landscape architect and planning firm and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

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

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

AGREEMENT

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

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

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through October 31, 2019, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Sixty-Seven Thousand Nine-Hundred and Seventy-Five Dollars (\$67,975). Such fee includes all expenses incurred by CONSULTANT in performance of the services.

(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.

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

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

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

possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

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

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

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

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

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

11. General Terms.

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

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

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

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

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

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

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

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

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

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

13. Independent Contractor.

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

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

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

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

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

16. Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Parvin Neloms, Jr.,
PARCS Director

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
City Attorney's Office

By: [Signature] 12-20-18
[Name] Date
Deputy City Attorney

Addresses:

CITY:
City of Fresno
Attention: Kristina Chamberlin,
Assistant Director
1515 E. Divisadero Street
Fresno, CA 93721
Phone: (559) 621-2953
FAX: (559) [#]

Attachments:

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

Melton Design Group,
A California Corporation

By: [Signature]
Gregory V. Melton,
Principal

(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: 4217

Name: California Landscape Architect

Date of Issuance: 1994 (Renewed to 11/2020)

CONSULTANT:

Melton Design Group, Inc.
Attention: Gregory V. Melton,
Principal
820 Broadway Street
Chico, CA 95928
Phone: (530) 899-1616
FAX: [#]

Exhibit A

SCOPE OF SERVICES **Consultant Service Agreement between City of Fresno (“City”)** **and Melton Design Group (“Consultant”)** **Quigley Park Master Plan Consulting Services** PROJECT TITLE

SECTION 1 – CONSULTANT SERVICES AND RESPONSIBILITIES

TASK 1: PROJECT CORDINATION AND BASE DEVELOPMENT

1.1 Meet with Client on site to establish schedule, design criteria and program. Coordinate all project goals and objectives for all aspects of the site, landscape, infrastructure, irrigation and play elements. Identify all elements, their condition and proposed changes.

- a. Obtain all existing project information from Client and Consultant files.
- b. Existing element condition description.
- c. Collect all existing condition maps

1.2 Coordinate with client throughout the design process, regarding work products and presentations along with, community workshops, design meeting and accounting. Work within City requirements and design guidelines that the City is supporting, including the Park Master Plan.

1.3 Review Base Map for project:

- a. Develop site base map of site from existing as-builts.
 - i. The survey will be provided as an Aerial Survey to help keep the project within budget.
 - ii. Topographic survey not a part of contract
- b. Coordinate with City Public Works staff to identify and confirm all utilities and locations.
- c. Coordinate with City on identifying what trees we want to keep.

DELIVERABLES:

- (2) meetings with Client in person and on site
- Prioritize specific development goals and objectives for this site
- Develop initial project parameters
- Develop base map for site

TASK 2: SITE ANALYSIS, INVENTORY AND CONCEPT GRAPHIC FOR PUBLIC

2.1 Site visits to Quigley Park and Williams Elementary review and perform both site analysis', collect data and confirm findings

- a. Assess each site area and analyze site details
 - i. Soils, vegetation, grades and utilities.
 - ii. Study existing topography, grading and site drainage.
 - iii. Identify surrounding uses and connectivity to other recreation facilities in relation to accessibility and flow.
 - iv. Study views, access and current use of site.

- b. Develop site analysis schematic that identifies all existing elements, opportunities and constraints.
 - i. Meet with Maintenance staff to identify all current and possible issues with site (staff to prepare list).
 - ii. Collect current water use on site if available from City.
 - iii. Identify current soils conditions with soils report
- 2.2 Photo Inventory
 - a. Photograph PARK elements in relation to site.
 - b. Document relationships to surrounding element.
- 2.3 Review all pertinent information from existing park and public works documents.
 - a. Park and Recreation Master Plan
 - b. General Plan and other Planning docs
- 2.4 Park Concept Design for Outreach
 - a. Prepare conceptual graphic of park and opportunities
 - b. Provide proper graphics and images to entice and solicit involvement from community into the public workshops.
 - c. Add text description and process addressing schedule and end result
 - d. Format document for ease of mail and flyer

DELIVERABLES:

Site visits and analysis plan
 Photos library of site in relation to Park
 Concept Design for Outreach

TASK 3: COMMUNITY ENGAGEMENT AND PUBLIC OUTREACH

- 3.1 Coordinate with City on a Co-Facilitation process that engages the Community
 - a. Create public engagement program and schedule with city
 - i. Identify and prepare presentation materials (MDG)
 - ii. Advertise to public (City)
 - iii. Secure location (City)
 - iv. Identify key stakeholders for advisory group and contact them for availability
 - v. Provide refreshments (City)
- 3.2 Develop survey questions with collaboration with City
 - a. MDG to create survey
 - b. Identify survey distribution through neighborhood
 - c. Request survey to be taken at adjacent schools and workshop
- 3.3 Create a Citizen Advisory Group that can support outside of meetings and provide key information throughout project design
- 3.4 PUBLIC WORKSHOP #1– Advertise and invite public to get involved. Target schools, youth groups, athletic organizations, service groups, seniors and general public
 - a. Location: On Site with community room available
 - b. Present site analysis and potential improvements, similar park elements.
 - c. Solicit public input, set up group discussions, survey and idea board.
 - d. Visit site for inspiration and observe constraints and opportunities

- e. Small group interviews and input from all participants.
- f. Integrate school by asking teachers to do a design process in class with the kids

- 3.5 Document public input and develop a program that will be a guide for design
- a. Prioritize program elements and gain consensus among community

DELIVERABLES:

Preparation for public meetings
 Provide communication with Team
 Create survey questions
 Co-facilitate with City

TASK 4: SCHEMATIC DESIGNS DEVELOPMENT OPTIONS

4.1 Schematic Design Options

- a. Prepare preliminary concept plan options for the renovation of the Park, both with and without the school site. This task will identify multiple options and formulate many ideas through a conceptual hand drawn layouts.
- b. Layout options for the design based on program from public meeting #1. We will create two schematic options for just the park and two options with the park together with the school.
 - i. Create park theme and identity
 - ii. Identify the key elements for the site and theme
 - iii. Layout each recreation area, restroom and picnic area, etc...
 - 1. Provide functional and design solutions to all elements
 - 2. Show plan and sketches of design
 - 3. Develop educational elements and interpretive ideas for around the site.
 - 4. Identify connectivity of project with circulation
 - iv. Landscape specialty areas, entries, shading, accent spaces, etc...
- c. Identify all materials and preliminary surfaces and treatments establishing character
- d. Identify utilities with help from City, and establish preliminary grading and drainage
- e. Provide photo board with all elements that were suggested, plus additional elements as needed to meet the needs of the design concepts.

4.2 Staff and Advisory Group review and comment

- a. Meet to review concept designs at a preliminary state to provide guidance and direction. Include all park committee and other City departments as needed.
- b. City to bring necessary staff to meeting or coordinate plan review with other departments as needed for guidance if required.

DELIVERABLES:

Schematic Design options for park (2) and park/school sites (2)
 Color plans as needed for ease of understanding
 Photos of park elements / material cut sheets
 Draft Sketches of key areas of park

TASK 5: COSTS ESTIMATES AND VALUE ENGINEERING

- 5.1 Cost Estimate with options for materials and techniques
 - a. Prepare take offs for cost estimate
 - b. Coordinate with local contractors to determine "specific area costs"
 - c. Identify changes to enhance site and to save maintenance and operation costs.
 - d. Value engineering so to review construction techniques and materials to improve cost savings.

DELIVERABLES:

Cost Estimates

TASK 6: PUBLIC WORKSHOP #2

- 6.1 Coordinate public engagement for workshop #2
 - a. Location on park site and at Community Center
 - b. City to advertise and provide refreshments
 - c. MDG to provide flyer with meeting invite
 - d. Work with City and Citizen advisory group to clearly identify direction of plans
 - e. Prepare exhibits for meeting
- 6.2 Present the Schematic design options with all support materials
 - a. Obtain all comments and input from community and staff and document on board
 - b. Identify changes to enhance site and to save maintenance and operation costs.
 - c. Value engineering so to review construction techniques and materials to improve cost savings.
- 6.3 Conclude with consensus of direction and next steps. City and MDG will facilitate the process of discussion and interaction with community to gain comment and direct conversation to gain consensus.
 - a. Additional concepts will be sketched at meeting to demonstrate adjustment to plan.
 - b. MDG will follow up meeting with summary and punch list of changes and adjustments

DELIVERABLES:

Summary of Comments and Direction from community

TASK 7: REVISED SCHEMATIC DESIGN PLANS, BOOKLET AND COST

- 7.1 Revised schematic plans, digitize all schematics and integrate into TWO options
 - a. Incorporate preliminary input from City Staff and community from public review
 - b. Develop project descriptions, public input and direction from City
 - c. Prepare color plan view sketches of alternatives with descriptive callouts and vignettes for key site elements. 3D rendering of concepts will be provided.
 - d. Provide cut sheets for site elements, play areas, picnic structures, furniture and lighting along with photo examples hardscape treatments and plant cultivars.
 - e. Site Concept - indicate general grading and utility design concepts.
 - f. Prepare schematic Booklet of Master Plan with all elements (11x17)
 - 1. Description / public Input / site analysis / preliminary options / cut sheets / sketches and utilities.
- 7.2 Draft Cost Estimate
 - a. Prepare revised cost estimate

- b. Identify changes to enhance site and develop opportunity to save maintenance and operation costs
 - c. Develop fee estimate for construction drawings of phases
- 7.3 Draft Plan Review: Review with staff and advisory group to identify any final design adjustments prior to City submittal and presentation.
 - a. Coordinate plan changes from Staff members and make additional adjustments as needed.
 - b. Review relationships between all elements and neighbors
 - c. Analyze plan and details to confirm validity of options and comments

DELIVERABLES:

Draft Design Options
 Draft master plan booklet
 Cost Estimates

TASK 8: FINAL MASTER PLAN OPTIONS AND COST ESTIMATE

- 8.1 Prepare Final Master Plans, Booklet and Cost Estimate to City for Input and Approval
 - a. Incorporate final input into master plan options
 - b. Prepare color plan view sketches of alternatives with descriptive callouts and vignettes for key site elements. 3D rendering of each option with two views. Large document production
 - c. Final Master Plan Booklet - Provide description, input, cut sheets for site furniture and lighting along with photo examples hardscape treatments and plant cultivars.
 - d. Indicate general utility design concepts.
- 8.2 Final Cost Estimate –Provide final estimated cost of construction.
 - a. Provide costs for all the project's elements.
- 8.3 Submit Final Document for Approval by City Council
 - a. Implement City staff comments in final, digital, colored, Master Plan and cost estimate.
 - b. Present preferred alternative to City Council for approval.

DELIVERABLES:

Final Design Options / large documents
 Final Design Booklet

SECTION 3 - ADDITIONAL SERVICES

Services not described in Section 1 shall be provided if authorized in writing by Client.
 Additional Services include but are not limited to:

TASK 9: IDENTIFY FUNDING SOURCES

The goal of this task is to identify funding opportunities for design, construction and maintenance of the project.

- 9.1 Create a list of funding and or income sources with requirements, guidelines and timelines
 - a. Develop list of public grants and private funding and business opportunities and support the City in writing and preparing grant.
 - i. Alter plan within program as needed to meet funding sources
 - ii. Private funding
 - iii Business

TASK 10: CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION

Task A – Project Coordination and Site Confirmation

1.1 Project Coordination during Design Process

- A. Prepare all meeting agendas, notices, presentation materials and minutes.
- B. Hold appropriate number of meetings with City staff
- C. Provide monthly status reports.
- D. Provide design schedule with updates as required.

1.2 Geotechnical Report – document site conditions and provide recommendations for structure design; multi-use courts, basketball hoop poles, light poles, shade structure, gazebo and play areas.

1.3 Utility Notifications and Applications

- A. Coordinate with outside utilities companies to ensure that all existing facilities, both underground and overhead, are identified accurately during the design phase. This task will include writing letters to local water companies, County sewer districts, PG&E, and AT&T informing them of the project and requesting their facility drawings if necessary.
- B. Review existing utility maps and perform utility coordination, identify and submit applications for points of connections and service upgrades, and obtain clearances.

Task B – Finalize Design and Cost Analysis gaining Approvals

2.1 Finalize Design, Budget and Costs

- A. Meet with City Staff to discuss final project design
- B. Finalize Master Plan and Provide Renderings (24 x 36 and 11 x 17)
 - o Adjust final site plan digitally
- C. Review and finalize project budget and Estimated Costs
- D. Element cut sheets and description of materials and elements
- E. Submittals will be both digital and hard copies
- F. Acquire approval from City staff to move forward with Construction Documents.
 - o This document will serve as base document for construction document production.

Task C – Construction Documents

Prepare PS&E's, as needed for project which will include all necessary details to construct the project. Sub-consultants will be identified as needed pending final project design.

3.1 Construction Drawings and Specifications

- A. Title Sheet
 - Drawing index, project location maps, contacts and general notes
- B. Note Mechanical, electrical, structural and building code requirements Demolition Plan

- C. Erosion Control Plan
 - Dust control requirements and direction to keep sediment out of storm drains.
 - Contractor to prepare Storm Water Pollution Prevention Plan (SWPPP) and gain all permits.
- D. Construction Plan
 - Identify all park elements and locations
 - Describe materials, size, color, finish and source locations
 - Layout and dimension park element details only. Site layout will be provided as points file to the Contractor by MDG at time of construction.
 - Enlargements as needed for amenities such as playgrounds, picnic areas, etc...
- E. Grading and Drainage Plan – existing and proposed improvement grades, drainage and connection to onsite or City storm drain system.
- F. Utility Plan – Elements pending project elements. Sanitary sewer and potable water systems; points of connection and if needed, new meter and backflow preventer.
- G. Construction Details – Provide all details for the project. The following are typical construction details. To manage the budget for Construction Drawings, structural engineering for large and potentially prefabricated elements will be by the manufacture or contractor. These items include light poles, shade structures, gazebos and play structures. If needed Structural Engineering will be added to project.
- H. Planting Plan and Installation Details
- I. Irrigation Plan and Installation Details
- j. Electrical and Lighting Plans, Installation Details
- 3.2 Technical Specifications - CSI Division 1 through 16 as needed according to project elements, development standards and City standard specifications.
- 3.3 Cost Estimates – Adjust existing Estimated Cost of Construction as Construction Documents are approved through the Submittal Process.
 - A. Compare project elements with available project budget
 - B. Prepare final estimates and coordinate with City on all budget items.
- 3.4 Contract Documents - Work with City to combine construction drawings and specifications with City boiler plate General Conditions, Special Provisions, Contract and Bid Form to produce Contract Documents for bidding purposes and contract between the City and contractor.

Bid Form for all items in the cost estimate plus alternate or deductive options for bidders to provide additional services if budget allows. Provide Schedule B form for itemized pricing of elements and materials.

3.5 Submittal Process and Final Construction Documents

- A. Submit all electronic files, including correspondence, photo log and analyses, used in the project design on a CD. Files that are not in electronic format shall be scanned into a commonly used digital format and saved to the CD.
- B. Prepare 50% design submittal (plans, specifications, estimates) and draft basis-of-design report.
- C. Prepare 90% design submittal (plans, specifications, estimates).
- D. Prepare for and participate in one (1) City Council meeting for project participation and specification approval.
- E. Prepare final design submittal (plans, specifications, and estimates) that incorporates review comments on the 100% design submittal and is ready for construction advertisement.
- F. Provide Final Bid Set of Construction Documents; Construction Drawings, Technical Specifications, Cost Estimates and Bid Documents in hardcopy and electronic format to City.

Task D – Bid Administration

- 4.1 Requests for Information - Assistance in responding to bidder questions regarding the technical specifications
- 4.2 Pre-Bid Meeting – Attend the pre-bid meeting and respond to contractor requests for clarification during the bid process.
- 4.3 Addenda - After a question and answer period addenda will follow as needed to complete bid package and clarify questions.
- 4.4 Bid Award Recommendation – provide consultation to City in awarding contract according to bids received and contractor qualifications for the Project area. Prepare an award recommendation to the City Council.

Task E – Permitting

- 5.1 The City will secure building permits from the City of Fresno as applicable. Consultant will support the City on conducting the permit application process.

Task F – Construction Administration

Pre-Construction Meeting / Review submittals and respond as necessary

- 6.1 RFI (Requests for Information) – respond to contractor and City requests
- 6.2 Memorandum Directives - provide to contractor as needed for clarifications or changes.

- 6.3 Change Order Requests – review and provide recommendations to City staff and issue as needed.
- 6.4 Reporting administration documents as needed to the City and Contractor
- Note: Field Observations and Inspections to be performed by City staff.
- 6.5 Provide Notice of Completion to City and Contractor when Construction is complete.

Additional Services include but are not limited to:

- 1. Bid and construction contract documents.
- 2. Bid or construction administration.
- 3. Additional meeting, site visits or inspections during construction.
- 4. Permitting fees.
- 5. Construction permits will be by construction contractor.
- 6. Work involving environmental impact reports or initial study.
- 7. Civil engineering or design for off-site improvements.
- 8. Structural engineering or geotechnical reports.
- 9. Construction material testing such as concrete density or soil compaction tests.
- 10. Work involving making or processing applications for additional permits.
- 11. Renderings, models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents outlined in Section 1.
- 12. Any service or reimbursable expense not included in or more than Section 1 that are provided by Melton Design Group at your request or concurrence.

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno ("CITY") and Melton Design Group ("CONSULTANT")

Quigley Park Master Plan Consulting Services

PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;

- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

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

4. **EMPLOYER'S LIABILITY:**

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

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or 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 designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

- 1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by

use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

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

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

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

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been

given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of 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.

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

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, 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, CONSULTANT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

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

Exhibit C

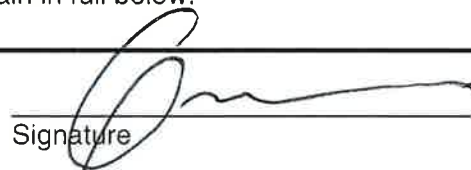
DISCLOSURE OF CONFLICT OF INTEREST

Quigley Park Master Plan Consulting Services
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Additional page(s) attached.


Signature

December 20, 2018

Date

Gregory V. Melton
(name)

Melton Design Group, Inc.
(company)

820 Broadway Street
(address)

Chico CA 95928
(city state zip)