

Contract and Statement of Work

Bell Memorials & Granite Works Inc.

339 North Minnewawa Avenue
Clovis, CA 93612
(559) 299-7055 O (559) 299-7045 F



Contract and SOW 01 for Agreement to Create/Install Monument Services to City of Fresno

| Date | Services Performed By: | Services Performed For: |
|---------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| June 16, 2021 | Bell Memorials & Granite Works Inc. 339 North Minnewawa Avenue Clovis, CA 93612 (559) 299-7055 O (559) 299-7045 F | City of Fresno 2600 Fresno Street Fresno, CA 93721 |

This **Contract and Statement of Work (SOW)** is made between City of Fresno ("Client") and Bell Memorials & Granite Works Inc. ("Monument Contractor"), effective June 16, 2021 (the "Agreement"). This SOW # 01 (hereinafter called the "SOW"), effective as of June 16, 2021, is entered into by and between Monument Contractor and Client, and is subject to the terms and conditions specified below.

The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this Contract / SOW shall prevail.

Contract

City of Fresno hereby contracts with Bell Memorials & Granite Works Inc. for design, fabrication, and installation of:

- One (1) Granite Monument Package Consisting of Two (2) Upright Panels With Names, Set On One (1) Base; One (1) Granite Plinth Displaying A Bronze Life-Size Replica of Fresno PD Cap And Fresno FD Helmet; One (1) Granite United States Flag, Displayed Vertically: City of Fresno First Responders Memorial (The "Project")

to be completed as per the description and SOW referenced herein; said Project to be delivered on or before December 31, 2022 unless delayed by transportation, strike, fire, or other conditions beyond the control of the Monument Contractor.

Period of Performance

The Services shall commence on June 16, 2021, and shall continue through November 2, 2022.

Scope of Work

Monument Contractor shall provide the Services and Deliverable(s) as follows:

Deliverable Materials

| Item Description | Material | Size | Notes | Photo Medallions | Special Instructions |
|------------------------------------------|-----------------------|---------------------------------------------------|---------------------------------------------|------------------------------------------------|----------------------|
| City of Fresno First Responders Memorial | | As Per Site Plan & Production Drawing (Exhibit B) | As Per Design Layout 4 Attached (Exhibit A) | Fresno Fire Department Logo (Custom @ +/- 14") | |
| 2 Upright Panels | Sierra White Granite | | | | |
| 1 Base | Academy Black Granite | | | | |
| 1 Plinth | | | | | |
| 1 Flag | | | | | |
| 2 Cap/Helmet | Painted Bronze | | | | |
| 1 Set Lettering | Bronze | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Project to be delivered and erected at the Fresno City Hall, 2600 Fresno Street, Fresno, CA 93721. Fifty percent (50%) deposit required at execution of this contract; balance due prior to delivery and installation. Monument Contractor is entitled to recover costs and reasonable attorney's fee arising out of any dispute involving this Contract/SOW. It is agreed that the title and ownership of the Project shall not pass from the Monument Contractor to the Client until this Contract is fully paid. The Project, though placed upon any real property, shall not become part of the same until paid in full. If Client defaults on payment, Monument Contractor may without further notice immediately repossess said Project and Client shall forfeit any amounts paid on account. Client gives limited power of attorney to Monument Contractor to act on their behalf with the above noted installation site. Permission is granted to the Monument Contractor to use photographs of the completed Project for any purpose such as, but not limited to, advertising, marketing, publication, electronic distribution, the Internet, and Monument Contractor's own website.

It is understood that no engraving on back of monument is included and would incur additional expense. It is further understood that no future inscriptions are included in this Contract/SOW and would be provided by Monument Contractor at additional expense to Client.

Total, including all materials, delivery, installation, and sales tax: \$117,534.55

Deposit: 6/16/2021 \$58,392.00

Balance due: \$59,142.55

Monument Contractor Responsibilities

Manufacture and install One (1) Academy Black Granite/ Sierra White Granite City of Fresno First Responders Memorial as per Bell Memorials & Granite Works Inc. Final Approval Layout 4. Final Invoice (Exhibit C) includes memorial materials, granite bases, labor, sandblasting, photo medallion installations, monument engineering, transportation of Project to Project Site, and installation of monument components ONLY. Concrete footing, site work, applicable site engineering, excavation, lighting and any other preparation work for the site itself is being handled by Others and is outside this Scope of Work.

*No concrete pads or benches have been included in this invoice.

*All work to be performed during regular working hours and non-prevailing wage.

Monument Contractor is responsible for adhering to city and county codes and permits, as applicable. Monument Contractor herein notes that at time of this Contract, no City of Fresno Building Inspector has advised that a permit is required for this Project. If such a permit is required, it may change the balance due and payable after initial deposit.

Monument Contractor assumes full responsibility for all aspects of fabrication and installation that are under its control, such as project management, coordination and communication between Monument Contractor, general contractor(s), sub-contractor(s), employees and other participating entities in order to meet target completion date of November 1, 2022.

Monument Contractor hereby notifies Client that Monument Contractor can only commit to the November 1, 2022 installation date as long as all project materials are received undamaged and in Monument Contractor's possession on or before July 30, 2022. Monument Contractor cannot be held responsible for installation by November 1, 2022 if delay(s) are created by circumstances outside of Monument Contractor's control, such as, but not limited to: fire, earthquake, major weather disturbances and other Acts of Nature; overseas shipping delays; domestic shipping/transportation delays; union strikes; port strikes; customs delays, COVID-19 delays.

Project has been estimated and priced according to regular, non-prevailing wages (no overtime). If circumstances outside Monument Contractor's control occur which impact the November 1, 2022 date, resulting in possible delays, Client may elect to engage overtime charges to meet the November 1, 2022 date. These additional charges will be at Client's direction, and will be contracted via the Project Change Control Procedure as outlined in that section.

Client Responsibilities

Client shall be responsible for providing all names and inscriptions for the Project. **Client shall be further responsible for final proofreading of names and inscriptions to ensure correct spelling (especially as it relates to names), punctuation, grammar, imagery and insignias.** While Monument Contractor strives to ensure all inscriptions are accurate, Monument Contractor must rely on Client's knowledge of names and specific insignias, etc to produce an error-free final product. **By signature below, Client certifies that they have checked the inscriptions as attached in Exhibit D and Exhibit E and find them to be correct.**

Client is responsible for securing all site preparation work, including but not limited to: engineering, excavation, cement foundation and/or pedestals, retaining walls, benches, landscaping, lighting and any other site work deemed necessary to prepare site for installation of The Project.

Client is responsible for a 50% deposit of total Project cost; with balance due prior to installation.*

Exhibits

Please see attached Exhibits, which herein referenced become part of the Contract and Scope of Work (SOW):

- Exhibit A: Bell Memorials & Granite Works Inc. Design Layout 4
- Exhibit B: Bell Memorials & Granite Works Inc. Site Plan & Production Drawing
- Exhibit C: Bell Memorials & Granite Works Inc. Deposit Invoice / Final Invoice
- Exhibit D: List of Names and Other Inscriptions for Project, As Provided By Client
- Exhibit E: Special Order Acknowledgement

Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall not exceed \$117,534.55 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

Upon completion of this Performance Period, Monument Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

| Bill To Address | Client Project Manager | Client Cost Center |
|----------------------------------------|------------------------|--------------------|
| 2600 Fresno Street Fresno, CA 93721 | Garry Bredefeld | N/A |

Completion Criteria

Monument Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Monument Contractor accomplishes the Monument Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered and/or installed by Monument Contractor is deemed acceptance.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Monument Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Monument Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Monument Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this Contract and SOW to be effective as of the day, month and year first written above.

City of Fresno

By: _____
Name: _____

Title: _____

Bell Memorials & Granite Works
Inc.

By:
Name: _____
Dan L. Bell
Title: President



APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: 
CITY ATTORNEY

Exhibit A

Bell Memorials & Granite Works Inc. Design Layout 4

BELL MEMORIALS LAYOUT



LOCATION:
FRESNO CITY HALL

DESIGNER:
EDGAR


BELL MEMORIALS
& GRANITE WORKS INC.

THIS ORIGINAL DESIGN/LAYOUT IS SUBMITTED IN CONNECTION WITH A MARKER/MONUMENT BEING DESIGNED BY BELL MEMORIALS & GRANITE WORKS INC. AND UNTIL PAID FOR BY PURCHASER, IS THE INTELLECTUAL PROPERTY OF BELL MEMORIALS. IT IS NOT TO BE SHARED WITH COMPETITORS OR REPRODUCED IN ANY FASHION WITHOUT EXPRESS WRITTEN APPROVAL FROM BELL MEMORIALS.

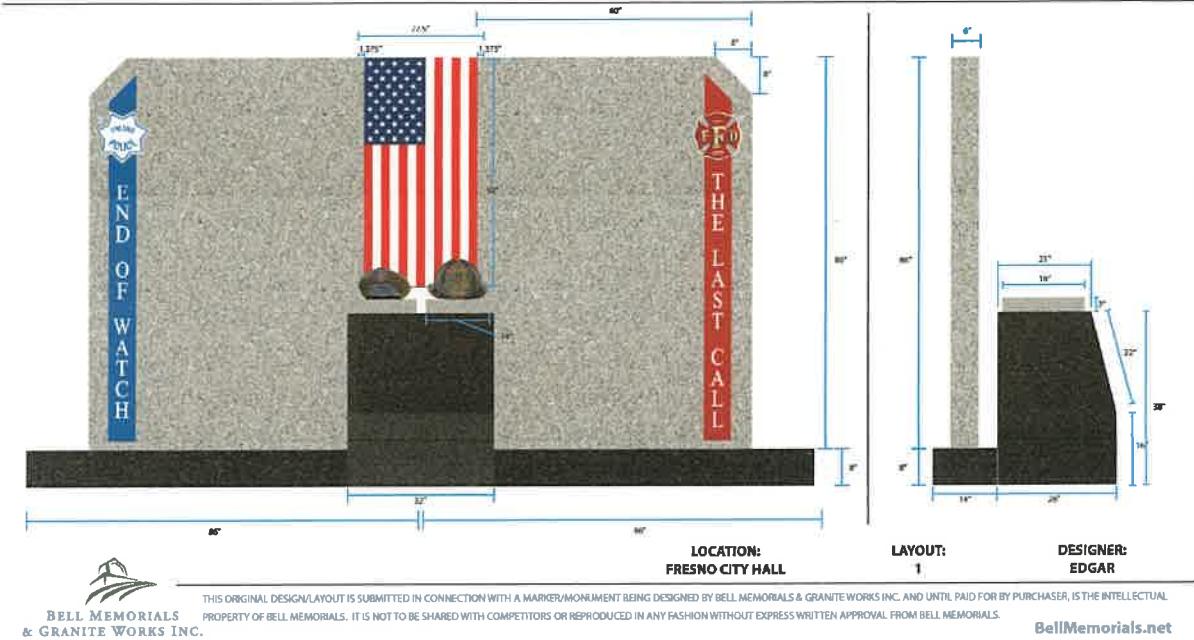
BellMemorials.net

Exhibit B

Bell Memorials & Granite Works Inc. Site Plan & Production Drawing

BELL MEMORIALS LAYOUT

PLEASE REVIEW THIS LAYOUT FOR ACCURACY: DESIGN, GRANITE COLOR & SIZE; NAMES/DATES/CHARACTERS. NOTE ANY CORRECTIONS ON THIS PROOF AND WE WILL PROVIDE A REVISED PROOF. ONLY APPROVE IF EVERYTHING LOOKS CORRECT, AS YOUR SIGNATURE IS THE FINAL APPROVAL.
ONCE APPROVAL IS SIGNED AND STONE IS IN PROCESS, ADDITIONAL CHARGES MAY APPLY IF CHANGES ARE MADE.



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Exhibit C

Bell Memorials & Granite Works Inc. Deposit / Final Invoice Dated June 16, 2021

See Attached

Exhibit D

List of Names and Other Inscriptions for Project, as provided by Client

See Attached

Exhibit E

Special Order Acknowledgement

See Attached