

**BUSINESS IMPROVEMENT GRANT AGREEMENT
THE CITY OF FRESNO AND
FRESNO BARRIOS UNIDOS**

THIS BUSINESS IMPROVEMENT AGREEMENT (AGREEMENT) is made and entered into effective upon execution by both parties (the Effective Date), by and between the CITY OF FRESNO (the CITY), and FRESNO BARRIOS UNIDOS (OWNER).

RECITALS

WHEREAS, OWNER is a nonprofit organization operating in the City of Fresno, transforming communities by empowering youth and families through education, wellness, and advocacy.

WHEREAS, OWNER is the owner of a real property/business located at 4403 E. Tulare Avenue, Fresno, California (the "Property").

WHEREAS, OWNER wishes to make exterior improvements to the property as described in Exhibit "A" (the "Project").

WHEREAS, CITY wishes to grant OWNER an amount not to exceed \$100,000 as reimbursement for the actual approved total expenditure of improvements described in Exhibit "A".

WHEREAS, this Agreement will be administered for the CITY by its City Manager 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. Grant Amount. CITY agrees to grant OWNER the amount not to exceed \$100,000 for the actual cost of the Project, payable upon completion of the Project, under the terms and conditions set forth herein. The estimated cost of the work proposed is \$297,058.

2. Property Ownership/Right to Undertake Work. OWNER represents it is the owner of the Property and is entitled to undertake exterior physical improvements to the Property.

3. Contractor. The parties agree that OWNER has the sole responsibility for choosing and hiring the contractor. The acceptance of the material used and the work performed is OWNER'S responsibility, and the City is not a party to any agreement with the vendor or contractor and does not guarantee the quality of workmanship of the property improvements, nor have any liability whatsoever. Contractor shall have all necessary state and local licenses.

4. Permits and Entitlements. The parties agree OWNER has sole responsibility for obtaining all necessary permits and approvals from the City of Fresno,

indirectly out of OWNER'S performance of this Agreement. OWNER'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, by reduced by any comparative fault, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the gross negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers. If OWNER should subcontract all or any portion of the work to be performed under this Agreement, OWNER 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.

11. Insurance. OWNER shall at all times during the term of this Agreement maintain bodily injury and property damage liability insurance insuring against the risks identified in Paragraph 10, and casualty insurance protecting the property from accidental damage caused by fire, wind, rain, vandalism, and other commonly protected occurrences. The minimum limits of such insurance shall be \$1,000,000 per occurrence or accident and \$2,000,000 general aggregate.

12. Compliance with Laws. OWNER shall carry out construction of the Project including the Improvements in accordance with all applicable local, state and federal laws, codes, ordinances and regulations, including without limitation all applicable state and federal labor standards, and prevailing wage.

13. Prevailing Wage. OWNER shall: (a) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of those works that are public works under California Labor Code Section 1720(a) (unless exempted pursuant to California Labor Code Section 1720(c)) and, (b) comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. OWNER shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as required by law. During the construction of the Improvements, OWNER shall, or shall cause its contractor to, post at the Property the applicable prevailing rates of per diem wages. OWNER shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the CITY) the CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including OWNER, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and the implementing regulations of the Department of Industrial Relations in connection with construction of the Improvements. OWNER shall also indemnify, hold harmless, and defend (with counsel reasonably acceptable to the CITY) the CITY against any claim brought pursuant to California Labor Code Section 1781 for work related to the development of OWNER'S Property under this Agreement. The parties acknowledge and agree that the CITY is making no representation that development of OWNER'S Property is not a public work subject to prevailing wage and that no CITY employee or representative is authorized to make such a representation.

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

CITY OF FRESNO,
a California municipal corporation

FRESNO BARRIOS UNIDOS,
a California nonprofit corporation

By: _____
Date
Wilma Quan
City Manager, City of Fresno

By: _____
Name: Anne VanGarsse, m

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Kendra Myers
Name: Kendra Myers

Title: Board Treasures
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Date
Deputy/Assistant City Attorney

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Date
Deputy



AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Date: July 15, 2020

Client: Barrios Unidos

Project/Proposal: Exterior Remodel and Improvements

Project Name/Location: 4403 E. Tulare Avenue, Fresno, CA 93702

Scope/Intent and Extent of Services are listed on page 3 of this Agreement.

Proposal Amount: \$297,058.00

Deposit Amount to be sent with signed acceptance: \$0.00

Special Conditions: None

"The Terms and Conditions and the initials required on pages 2 through 6 of this form are part of this Agreement"


Offered by Contractor:



(signature) 7/15/2020
(date)

**CRAIG A. MOLLISON, PRESIDENT
CRAIG A. MOLLISON, INC.
36434 Avenue 12
Madera,**

Accepted by Client:



(signature) 07.27.2020
(date)

**Ashley C. Rojas, Executive Director

(Printed Name and Title)**

This proposal is good for thirty day.

Owner Liability:

Upon signing this contract, signer acknowledges that he or she has the authority to authorize the work contained in this contract. In event that the work was performed under those pretenses and the signer in fact did not have the authority, signer is liable to compensate Craig A. Mollison, Inc. for services performed under the principle of promissory estoppel, and signer may also be liable to the actual authoritative party for any unwanted modifications performed by Contractor as a result of signer's misrepresentations. In the event of default in payment of late payment, signer agrees to pay for all collection costs including court and attorney's fees, and all warranties shall be void. Signer understands that all late payments will be subject to interest at the highest amount allowed by law.

Scope of Services:

Proposal is based on a walk through with the architect. No plans or specifications were provided.

Remove Mansard

Provide labor and materials to remove and dispose of approximately 165' mansard along the front of the building. (During site visit we were not able to look inside mansard to see how it is attached to the building. No patching or repairs are included in this proposal)

\$46,619.00

Replace Driveway Approach (See attached Map A)

(136 SF) Cut and remove approximately 136 SF designated area of concrete up to a depth of (6) inches and off-haul. Scarify and re-compact existing base. Furnish and install (6) inches of new concrete driveway approach and curb & gutter in (1) locations. Match to surrounding finish. (NOTE: Craig A. Mollison, Inc. will provide necessary traffic control plan & an advance for the necessary fees required from the city for traffic control plan approval; reimbursement amount for plan approval to be determined.

\$15,123.00

Replace Existing Parking Lot (See attached Map A)

Grind and remove approximately 3,065 SF designated areas of failed asphalt up to a depth of (3) inches and off haul. Scarify and re-compact existing base. Furnish and install (3) inches of compacted Asphalt Concrete in 2 lifts, in (2) locations. Roll to proper compaction. Re-set all existing utility boxes, monuments, manholes and covers to proper finish grade.

Grind and remove approximately 5,375 SF designated areas of failed asphalt up to a depth of (4) inches and off haul. Scarify and re-compact existing base. Furnish and install (4) inches of compacted Asphalt Concrete in 2 lifts, in (2) locations. Roll to proper compaction. Re-set all existing utility boxes, monuments, manholes and covers to proper finish grade.

Includes: Relocating ADA parking space and access isle

NOTE: Additional cost may be added if there is petromat fabric in the existing asphalt.

\$57,275.00

Restripe Parking Lot

Furnish and apply all necessary pavement markings per existing layout.

\$2,347.00

Remove Chain-link Fence (See attached Map A)

Demo and remove approximately 355' designated chain link fence and concrete footings. Provide and backfill holes with class II base and compact. Furnish and install (3) inches of Asphalt Concrete and compact.

\$7,443.00

Mechanic's Lien Law

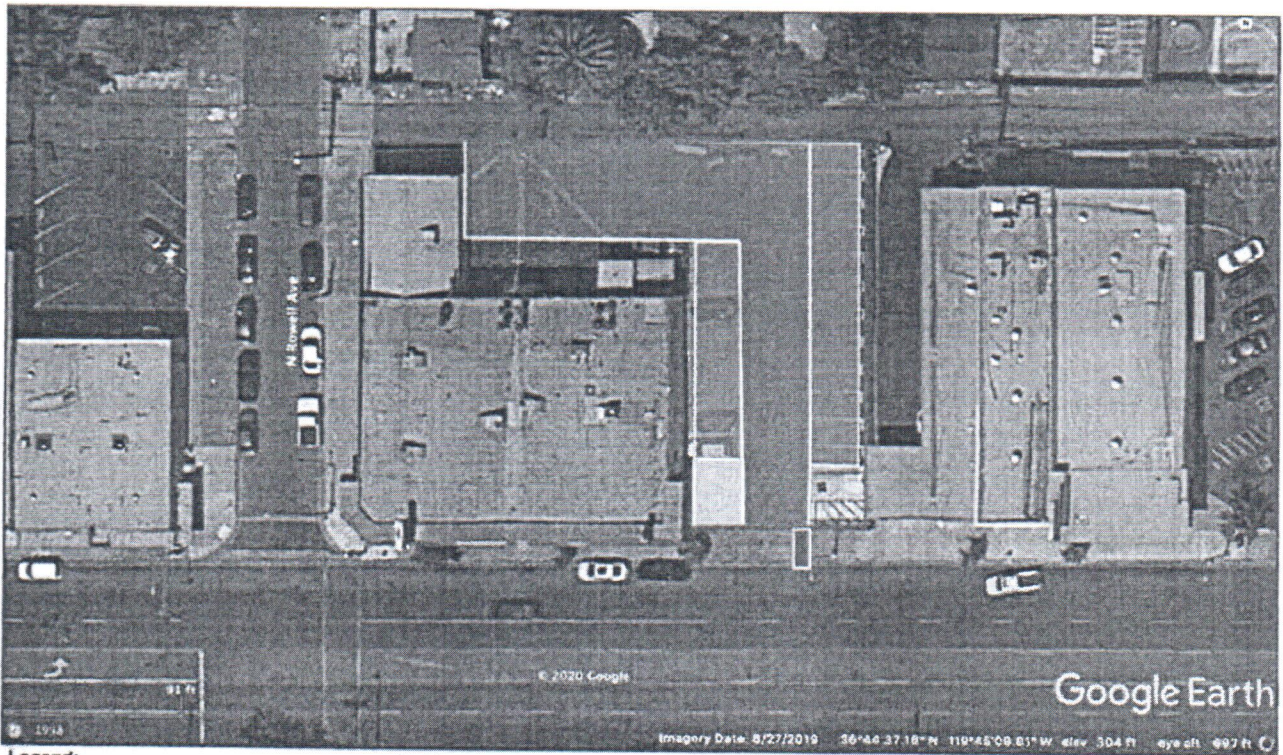
"Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et seq.), and contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his work or supplies, has a right to claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."

3 Day Cancellation

All contracts are subject to a 3 Day Cancellation after acceptance. Cancellation must be in writing and prior to work performed.

CSLB Notice

Contractors are required to be licensed and regulated by the contractor's State License Board. Any question concerning the contractor may be referred to the register of the board at: Contractor's State License Board, 9821 Business Park Drive, Sacramento, CA 95827-1703

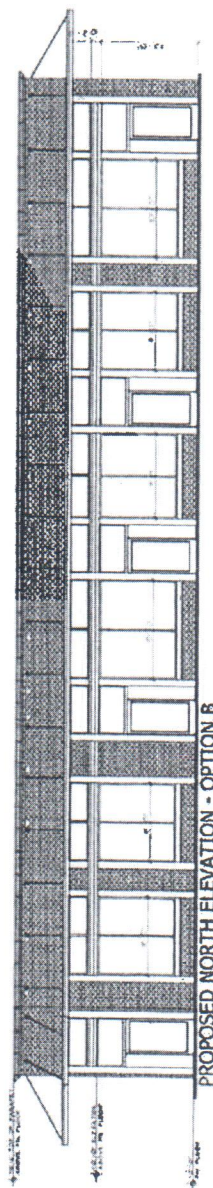
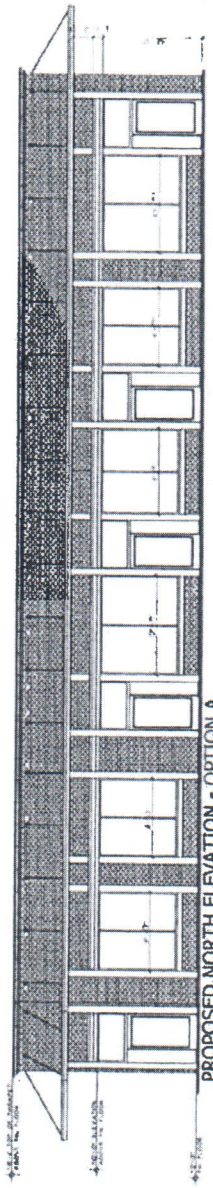
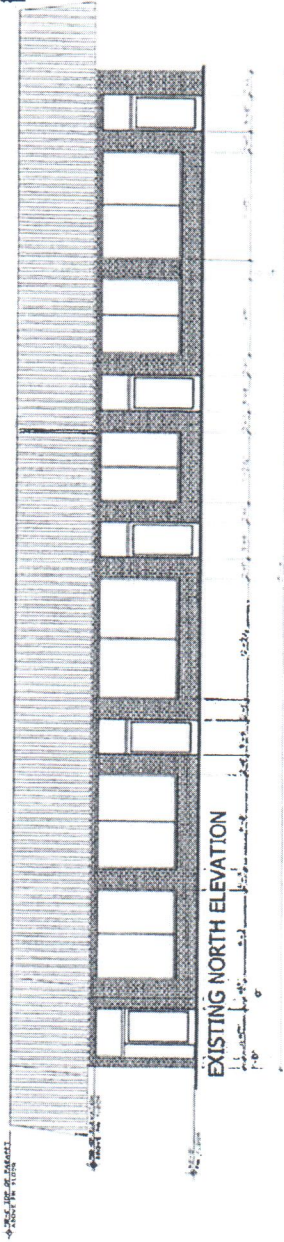


Legend:

Asphalt	Remove and replace 3" of felled asphalt.
Asphalt	Remove and replace 4" of felled asphalt.
Concrete	Remove and extend concrete driveway approach
ADA Asphalt	Relocate ADA parking and crosshatch in designated location.
Fencing	Remove chain link fence.

MAP A

PROGRESS SET



EXTERIOR ELEVATIONS

**EXHIBIT B
DISCLOSURE OF CONFLICT OF INTEREST**

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

Explanation: _____


Signature

12-1-2020
Date

Ane Van Garssen
(Name)

FBU
(Company)


(Address)

Additional page(s) attached.

(CITY, State Zip)