

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

THIS AGREEMENT (Agreement) is made and entered into effective \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and William Duff Architects, a California Corporation (Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional Master Planning Services for the Department of Public Utilities Operations and Maintenance Facility (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a architectural 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, 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 Director of Public Utilities (Director) or designee.

**AGREEMENT**

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

1. Scope of Services. 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 and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 31, 2025, 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 City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion.

3. Compensation.

(a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed One-Hundred Forty-Nine Thousand Eight Hundred Sixteen (\$ 149,816), paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**, and a contingency amount not to exceed Fifteen-Thousand (\$15,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.

(b) Detailed statements shall be rendered monthly 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 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 Director'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 Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

(g) The Consultant may terminate this Agreement or suspend its services to the City without any liability to the City in the event of a material breach of this Agreement by the City. Failure to pay the Consultant's invoices when due is a material breach of this Agreement.

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

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 City. 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, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City. The restrictions on the use and disclosure of the Confidential Information do not apply to information which (a) was known to Consultant before receipt of same from the City; (b) is or becomes publicly known other than through Consultant; (c) independently developed by Consultant; (d) provided to Consultant by a third party that obtained it independently of the City; or (e) whose disclosure is compelled by the statute or by judicial or other governmental, but only to the extent required by said statute or order. Consultant may retain copies of the Confidential Information where such retention is required for archival or compliance purposes, and electronic copies of Confidential Information contained in routine back-ups created as part of its information technology system back-up and disaster recovery protocols.

(a) Upon payment of all monies owed Consultant, any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other 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 or default by the Consultant. The Consultant grants the City a non-exclusive license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written consent by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.

(b) 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.

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

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as 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 customarily accepted professional standards of skill and care 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, including California Civil Code section 2782, Consultant shall indemnify and hold harmless the City and each of its officers, officials, employees, 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 Consultant, its principals, officers, or employees 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, 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.

(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.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). 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. 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.

(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 the 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 Director 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 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.

29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

**[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

William Duff Architects,  
a California Corporation

By: \_\_\_\_\_  
Brock D. Buche, PE, PLS  
Director of Public Utilities

DocuSigned by:  
By: William Duff 10/20/2024  
6F6447C491E34F2...  
Name: William Duff  
Managing Principal

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

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

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

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

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

Signed by:  
By: Jennifer Wharton 10/21/2024  
250A96D4466E467...  
Deputy

Any Applicable Professional License:  
Number: C26772  
Name: William S Duff Jr  
Date of Issuance: March 4, 1997

REVIEWED BY:  
Signed by:  
Joseph De George 10/18/2024  
86535EF0DA74454...  
Joseph De George, Project Manager  
Department of Public Utilities

Addresses:  
CITY:  
City of Fresno  
Attention: Joseph De George  
Project Manager  
1626 E Street  
Fresno, CA 93706  
Phone: (559) 621-1619  
E-mail: joseph.degeorge@fresno.gov

CONSULTANT:  
William Duff Architects  
Attention: David Plotkin  
Principal  
1275 Folsom Street  
San Francisco, CA 94103  
Phone: (415) 604-4250  
E-mail: dplotkin@wdarch.com

Attachments:

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

## EXHIBIT A

### SCOPE OF SERVICES

#### **Consultant Service Agreement between City of Fresno (City) and William Duff Architects (Consultant)**

Master Planning Services for the Department  
of Public Utilities Operations and Maintenance  
Facility

### OVERVIEW

The Department of Public Utilities (DPU) purchased the property formerly occupied by the local newspaper, the Fresno Bee, in April 2021 after the Fresno Bee ceased operations and vacated the property in 2016. The Administration and Utilities Planning & Engineering Divisions relocated to office space on the second floor at the end of June

2022 after initial efforts to bring the building systems to operational status were completed. Ultimately, the DPU Administration, Utilities Planning & Engineering, Water, and Solid Waste Management Divisions will be housed at this facility. The Wastewater Management Division (WMD) is currently envisioned to utilize it for only a portion of WMD operations. Because the site and facility were originally constructed and operated by a different industry for a completely different use and under outdated and obsolete building codes, DPU needs to develop a master plan to evaluate options and determine the plan for the ultimate site buildout.

The first step to defining the master plan's direction and scope is to conduct a suitability study to evaluate the existing building for any fatal flaws for renovation, and the suitability of the site configuration to accommodate DPU's uses. Future phases will include conducting a needs assessment and updating the programming report, refining site layout and circulation concepts, and evaluating alternatives to completing the ultimate buildout.

### SCOPE OF WORK

**Phase 1** will assess the suitability of the building and site for DPU's ultimate use. The building's structure, systems, and general layout will be evaluated from a high level to identify any fatal flaws that would make renovation unaffordable or impractical. The site will also be evaluated for circulation and general layout to also identify any fatal flaws that would make reusing part or all of the existing building in the current location impractical or inefficient. Cost and non-cost factors will be considered in the fatal flaw analysis to inform the recommended path forward.

**Phase 2 (future task, not in contract)** will be used to validate the past programming assumptions and, if needed, a needs assessment will be completed to establish the criteria and assumptions that will be used to develop and evaluate different concepts for building and site configuration. Cost and non-cost factors will be considered to select the concepts that will be carried forward for detailed evaluation.

**Phase 3 (future task, not in contract)** will evaluate site configuration and building alternatives, project phasing and construction packaging, and potential project delivery methods to produce a final Master Plan that will be used to program the capital projects conducted to complete the full site buildout.

## **PHASE 1 – BUILDING AND SITE SUITABILITY ASSESSMENT**

### **Task 1.1 – Kickoff Meeting**

This task will charter the project team, develop the Phase 1 project schedule, identify relevant data needed for this phase, and establish data management and decision-tracking processes and procedures. The kickoff meeting will be held with the City of Fresno DPU's key personnel. WDA will use the information and data provided in Task 1.2 to prepare the meeting agenda and to facilitate the meeting. WDA will prepare and distribute a meeting summary that describes discussion topics, decisions, and follow-up actions. The WDA team will consist of key personnel attending virtually.

WDA Deliverables:

1. Kickoff meeting agenda and summary
2. Project schedule

***Roles involved: Architecture, Industrial, Electrical, Mechanical/Plumbing, Structural & Civil Engineering***

### **Task 1.2 – Data Transfer, Review, and Management**

DPU will provide the following documents and data for the WDA team's use:

1. Administration and Corporation Yard Evaluation (Carollo Engineers, 2014)
2. Programming Report for SESWTF Corporation Yard (HDR, 2018)
3. Site survey in CAD format (Blair, Church & Flynn, 2022)
4. Site Improvement Plans in PDF format (Blair, Church & Flynn, 2024)
5. ALTA/NSPS Land Title Survey (BASE Consulting Group, 2021)
6. Due diligence documents completed for property purchase (SALEM Engineering Group, 2021)
7. Building electrical and mechanical evaluations (Strategic Mechanical, 2022 and 2023)
8. Building electrical and mechanical as-built / record drawings.
9. Fleet Transition Plan
  - a. Project team will require an estimated number of electric fleet vehicles to be stored and charged on site.
10. Existing fuel system infrastructure/record drawings and annual fuel consumption reports.
11. One year, minimum, of utility meter data to understand power requirements at the existing facility.

DPU will host the Microsoft Teams file sharing and collaboration Team site that will be used for the duration of the project. Draft documents and data requiring DPU input and comment will be posted to the Team to maintain the project record.

Final digital deliverables will be posted to the Team site. Numbers of hard copy deliverables are listed in each of the tasks below.

The WDA team has conducted a preliminary review of the documents already provided to validate what the City has completed for the team's use in this phase. The following roles will be conducting further review of all documents provided by the City per the list above.

**Roles involved: Architecture, Industrial, Electrical, Mechanical/Plumbing, Structural & Civil Engineering**

### **Task 1.3 – Site Suitability Assessment**

This task will use past planning reports, due diligence documents, and existing data to evaluate the existing building infrastructure and site to identify any fatal flaws that would prohibit renovation and reuse or make it unaffordable or impractical. The analysis will evaluate infrastructure in relation to relevant standards, the appropriate level of service, and/or remaining usable life service (structural condition, building code, seismic standards, environmental controls, etc.). The fatal flaw analysis will assume all existing building systems such as mechanical, electrical, plumbing, fire protection, and technology/IT will be removed and replaced with new ones, and it will focus on the building structure and site layout to determine whether renovation or partial renovation is recommended or impractical, or whether demolition and reconstruction of the building systems will be unaffordable or impractical.

1. Conduct desktop analyses.
  - a. Structural – Review existing facility drawings. The Structural engineering team will review the gravity and lateral systems for each of the existing structures that are identified as potential re-use, which complies with the building code and is salvageable.
  - b. Mechanical – Review existing as-built records and schedules to determine the age and capacity of the equipment based on existing as-built records and equipment name tags where available. The team will review existing as-built records and analyze the data on the building's estimated heating, cooling, and ventilation demands, as well as estimated water usage.
  - c. Electrical - Review existing plans for major pieces of equipment in the power distribution system. Review if available metered information on power usage or recommend if necessary, metering to quantify the power usage of the existing building. Review backup power systems such as diesel generators for their relative size, age, and functionality and the capacities for supporting estimated new loads.
  - d. Site Configuration – use past planning studies' layouts to develop up to three conceptual site configurations and assess circulation.

2. Perform site visits to evaluate property conditions.
  - a. General building and site conditions – Visually assess site access, circulation, fencing, gates, drainage, lighting, and similar facilities.
  - b. Structural – Conduct site visits to visually investigate the condition of the existing structures.
  - c. Mechanical – No site visit.
  - d. Electrical – No site visit.
3. Deliverables
  - a. Conditions Assessment Report including:
    - i. Site Assessment Memo providing summary of findings of site conditions
    - ii. Structural systems narrative and recommendations are limited to document assessment, and visual observation of existing structures only. Structural systems narrative including criteria for seismic retrofitting of structures. Does not include Property Condition Assessment or Seismic Analysis.
    - iii. Electrical markup of existing as-built plans to identify potential fatal flaws.
    - iv. Mechanical/Plumbing markup of existing as-built plans to identify potential fatal flaws.
4. Meetings
  - a. Workshop(s) to present and discuss initial findings.
  - b. Workshop to present and discuss the report.
  - c. Structural, Mechanical/Plumbing, Electrical, Industrial, and Architecture assume one de-brief meeting of up to two hours to review the Conditions Assessment Report with DPU staff.

***Roles involved: Architecture, Industrial, Electrical, Mechanical/Plumbing, Structural & Civil Engineering***



## SCHEDULE OF FEES



T (415) 371-0900 1275 Folsom Street  
 F (415) 371-0800 San Francisco, CA 94103 [wdarch.com](http://wdarch.com)

### Schedule of Rates & Expenses

2024

**Staff**

**Hourly Rate**

William S. Duff, Jr. AIA – Managing Principal	\$ 415
Principal	\$ 310
Associate Principal	\$ 290
Senior Project Manager	\$ 260
Senior Project Architect	\$ 245
Project Manager I & II	\$ 200 to \$ 215
Project Architect I & II	\$ 185 to \$ 195
Interior Designer I & II	\$ 150 to \$ 170
Job Captain I, II & III	\$ 160 to \$ 180
Designer I, II & III	\$ 135 to \$ 150
Administrative Support / Intern Designer	\$ 115

**Travel, Room & Board**

**Reimbursement Rate**

Automobile Mileage per current IRS rate	\$0.67/mile
Parking	Cost plus 10%
Air Travel and Car Rental	Cost plus 10%
Meals (overnight out of San Francisco)	Cost plus 10%

**Services & Supplies**

**Reimbursement Rate**

Outside Reproduction and REVIT or CAD plotting	Cost plus 10%
Messenger, Overnight Delivery and Postage	Cost plus 10%
Long Distance Telephone (outside of U.S.)	Cost plus 10%
In-house Copying and Printing	\$ 0.25/ square foot
In-house REVIT or CAD plotting	\$ 2.75/ square foot
In-house Color Plotting and Printing	\$ 8.00/ square foot
Consultant Services not included in the Contract Agreement	Cost plus 10%

*Rates may be increased at the beginning of every year. Annual rate increases typically do not exceed 10%*

William Duff Architects, Inc.

DPU-B Eng. CSA, Short Form T&M – Contingency (9-2024)  
**Exhibit A**

**Reference: Fresno DPU O&M Facility Master Plan**

September 11, 2024

**Joseph De George**  
1626 E Street  
Fresno, California 93706

Hello Joseph De George,

**Reference: Fresno DPU O&M Facility Master Plan**

Below is Stantec's 2024 rate table (\$/hour) for Fresno DPU Master Plan.

Rates are provided in ranges to reflect rates for each respective discipline.

- Principal In Charge - \$250 - \$273
- Project Manager - \$187 - \$250
- Project Engineer - \$155 - \$220
- Industrial Architect - \$195 - \$205
- Industrial Designer - \$127 - \$163
- Project Designer - \$155 - \$187
- Admin - \$104 - \$155

Regards,

**STANTEC ARCHITECTURE INC.**



**Jared Weismantel** RA, CDT  
Senior Industrial Architect  
Phone: (612) 712-2156  
jared.weismantel@stantec.com

**STANDARD FEE SCHEDULE - Effective 1/1/2024**

This schedule supersedes previously published fee schedules as of the effective date.

*Multi-year contracts are subject to any subsequent changes in these rates.*

<u>ENGINEERING STAFF:</u>	<u>Fee Range</u>
Assistant Engineer	\$ 115.00 - \$ 143.00
Associate Engineer	\$ 136.00 - \$ 166.00
Senior Engineer	\$ 174.00 - \$ 210.00
Principal Engineer	\$ 220.00 - \$ 280.00
Associate Structural Engineer	\$ 136.00 - \$ 166.00
Senior Structural Engineer	\$ 174.00 - \$ 210.00
Principal Structural Engineer	\$ 220.00 - \$ 260.00
 <u>SPECIALISTS:</u>	
Assistant Specialist	\$ 95.00 - \$ 115.00
Associate Specialist	\$ 120.00 - \$ 150.00
Senior Specialist	\$ 157.00 - \$ 195.00
Principal Specialist	\$ 205.00 - \$ 265.00
Assistant Biologist	\$ 96.00 - \$ 111.00
Associate Biologist	\$ 116.00 - \$ 143.00
Senior Biologist	\$ 150.00 - \$ 172.00
Principal Biologist	\$ 180.00 - \$ 220.00
Assistant Geologist/Hydrogeologist	\$ 105.00 - \$ 130.00
Associate Geologist/Hydrogeologist	\$ 137.00 - \$ 165.00
Senior Geologist/Hydrogeologist	\$ 170.00 - \$ 200.00
Principal Geologist/Hydrogeologist	\$ 210.00 - \$ 250.00
Principal Tunneling Consultant	\$ 245.00 - \$ 275.00
 <u>PLANNING STAFF</u>	
Assistant Planner	\$ 97.00 - \$ 117.00
Associate Planner	\$ 124.00 - \$ 145.00
Senior Planner	\$ 152.00 - \$ 180.00
Principal Planner	\$ 188.00 - \$ 218.00
 <u>TECHNICAL STAFF:</u>	
Assistant Technician	\$ 85.00 - \$ 102.00
Associate Technician	\$ 108.00 - \$ 132.00
Senior Technician	\$ 138.00 - \$ 166.00
 <u>CONSTRUCTION SERVICES:</u>	
Associate Construction Manager	\$ 134.00 - \$ 154.00
Senior Construction Manager	\$ 161.00 - \$ 185.00
Principal Construction Manager	\$ 195.00 - \$ 225.00
Construction Inspector (PW)	\$ 165.00 - \$ 190.00
Construction Inspector - OT (PW)	\$ 200.00 - \$ 231.00
 <u>SUPPORT STAFF:</u>	
Administrative Assistant	\$ 75.00 - \$ 95.00
Project Administrator	\$ 88.00 - \$ 114.00
Senior Project Administrator	\$ 122.00 - \$ 210.00
Intern	\$ 70.00 - \$ 85.00
 <u>SURVEYING SERVICES:</u>	
Assistant Surveyor	\$ 110.00 - \$ 140.00
Licensed Surveyor	\$ 160.00 - \$ 200.00

	<u>Prev. Wage (1)</u>
1 Man Survey Crew	\$ 195.00 \$ 235.00
2 Man Survey Crew	\$ 305.00 \$ 335.00

(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)

EXPERT WITNESS / GIS TRAINING: As quoted.

TRAVEL TIME (for greater than 1 hour from employee's base office): \$90/hr (unless the individual's rate is less)

PROJECT COSTS:

Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern Counties, other counties as quoted.

(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### Consultant Service Agreement between City of Fresno (City) and William Duff Architects (Consultant)

Master Planning Services for the Department  
of Public Utilities Operations and Maintenance  
Facility

#### 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 the 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.:

1. **COMMERCIAL GENERAL LIABILITY:**

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 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) \$2,000,000 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 and volunteers are to be covered as additional insureds. The Consultant shall establish additional insured status for the City and 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..

3. The 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. The Workers' Compensation insurance policy is to 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 thirty (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 fifteen (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 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 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 the 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 the 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 the City, the Consultant shall immediately furnish 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 the City's 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 the City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Consultant, and the City, prior to commencement of any work by the subcontractor.

**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
 Master Planning Services for the Department  
 of Public Utilities Operations and Maintenance  
 Facility

		<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 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: \_\_\_\_\_  
 n/a

DocuSigned by:  
  
 6F6447C491E34F2...

10/20/2024

Date

William Duff

(Name)

William Duff Architects, Inc

(Company)

1275 Folsom Street

(Address)

San Francisco, CA 94116

(City, State Zip)

Additional page(s) attached.