

AGENDA ITEM NO.

COUNCIL MEETING

APPROVED BY


 DEPARTMENT DIRECTOR

CITY MANAGER

February 5, 2008

FROM: PATRICK N. WIEMILLER, Director
Public Works Department

BY: SCOTT W. KRAUTER, PE, Assistant Director 
Public Works Department

ANDY VANDERFORD, Project Manager 
Public Works Department, Capital Management Division

SUBJECT: APPROVE AN AGREEMENT WITH SHANE'S INSPIRATION (INC.) IN THE AMOUNT OF \$79,725 FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR PORTIONS OF THE UNIVERSALLY ACCESSIBLE PARK (LOCATED IN COUNCIL DISTRICT 1)

KEY RESULT AREA

Customer Satisfaction, Employee Satisfaction and Prudent Financial Management

RECOMMENDATION

Recommend approval of agreement with Shane's Inspiration in the amount of \$79,725 for the preparation of plans, specifications and cost estimates for portions of the Universally Accessible Park, and authorize the Public Works Director or his designee to sign the agreement on the City's behalf.

EXECUTIVE SUMMARY

On December 18, 2007, Council approved a Parks, After School, Recreation, and Community Services Department (PARCS) Reimbursement Resolution to fund various capital projects which included a proposed "Polk/Gettysburg" park, wherein this park was described as the City of Fresno's first Universally Accessible Park for children and young adults with various disabilities. This agreement with Shane's Inspiration will allow the further development of construction plans and specifications to construct this park.

KEY OBJECTIVE BALANCE

This project best balances three Key Objectives: Customer Satisfaction, Employee Satisfaction and prudent Fiscal Management. Customer and Employee Satisfaction is achieved by providing additional park and recreational opportunities to serve the customer citizens in the area and regionally. Good Financial Management is demonstrated by the development of the necessary plans and specifications required to construct the park.

BACKGROUND

On December 18, 2007, Council approved a Parks, After School, Recreation, and Community Services Department (PARCS) Reimbursement Resolution to fund various capital projects which included a proposed "Polk/Gettysburg" park, wherein this park was described as the City of Fresno's first Universally Accessible Park for children and young adults with various disabilities. This agreement with Shane's Inspiration will allow the development of portions of the construction plans and specifications to construct this park. In accordance with AO 6-19 Public Works distributed requests for Statements of Qualifications (SOQ's) to various firms dated April 4, 2006, and an interview was performed July 24, 2006.

To accomplish this need, the Public Works Department is requesting the approval of the Agreement with Shane's Inspiration and the authorization of the Public Works Director or his designee to sign the agreement on the City's behalf. The agreement is for the design of plans and specifications for portions of the park's total design needs. The remainder of the design work is being furnished by a group of volunteer architects/consultants.

FISCAL IMPACT

Funds for this contract are derived from Citywide Park Impact fees pursuant to the December 18, 2007, Reimbursement Resolution and UGM Neighborhood Park Zone 4 funds. There will be no impact to the General Fund.

PNW/AV/EWJ/eam
Apprv Agrmt with Shane's Inspiration – Universally Accessible Park 1-29-08

Attachment: Agreement for Consultant Services

FISCAL IMPACT STATEMENT

PROGRAM: PC00066 - the UNIVERSALLY ACCESSIBLE PARK

<u>RECOMMENDATION</u>	<u>TOTAL OR CURRENT</u>	<u>ANNUALIZED COST</u>
Direct Cost	<u>\$ 79,725</u>	<u> </u>
Indirect Costs: <i>Contract management, design coordination, etc., (estimated)</i>	<u>\$3,000</u>	<u> </u>
TOTAL COST	<u><u>\$81,725</u></u>	<u> </u>
Additional Revenue or Savings Generated	<u>-0-</u>	<u> </u>
Net City Cost	<u><u>\$81,725</u></u>	<u> </u>
Amount Budgeted (If none budgeted, identify source):	<u>\$81,725</u>	<u> </u>

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

THIS AGREEMENT is made and entered into effective the _____ day of February, 2008, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Shane's Inspiration, a California Corporation #C2143485 (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Architectural services for Universally Accessible Park, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services as a Architectural 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 Public Works Director (hereinafter referred to as "Director") or his/her 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. 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 and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or January 8, 2010, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 730 consecutive calendar days from such authorization to proceed.

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 \$49,725.00, and a contingency amount not to exceed \$30,000.00 for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director. Such fees include all expenses incurred by CONSULTANT in performance of such services.

(b) Detailed statements shall be rendered monthly 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 Director'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 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.

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

(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 CITY. 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, 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 CITY.

(b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other 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 or default by CONSULTANT. CONSULTANT grants CITY a copyright license to use such drawings and writings. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. CITY may modify the design including any drawings or writings. Any use by 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 verification by CONSULTANT will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT. CONSULTANT may keep a copy of all drawings and specifications for its sole and exclusive use.

(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 CONSULTANT represents to CITY that CONSULTANT is 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 to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT 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** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors 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) 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.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of 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.

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.), 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 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. 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.

(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 Director 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. 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.

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.

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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

Shane's Inspiration,
(a California Cooperation)

By: Efren Banuelos
Efren Banuelos,
Assistant Director, Public Works

By: Lillian Harris
Name: LILLIAN HARRIS

ATTEST:
REBECCA E. KLISCH
City Clerk

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

By: Sherrie L. Badertscher
Deputy 1/11/08

By: Lucy Matsumoto
Name: Lucy Matsumoto

No signature of City Attorney required.
Standard Document #DPW 9.1 has been
used without modification, as certified by
the undersigned.

Title: Secretary
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

By: Andy Vanderford
Andy Vanderford
Supervising Engineering Technician
Department of Public Works

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

REVIEWED BY:
Scott Krauter
Scott Krauter
Manager, Capitol Management Division
Department of Public Works

Addresses:

CITY:
City of Fresno
Attention: Andy Vanderford,
Supervising Engineering Tech.
2600 Fresno Street
Fresno, CA 93721-3623
Phone: (559) 621-8699
FAX: (559) 488-1045

CONSULTANT:
Shane's Inspiration
Attention: Virginia Hatley,
15213 Burbank Blvd.
VN, Ca 91411
Phone: (818) 988-5676
FAX: (818) 988-5677

Attachments:

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

EXHIBIT "A"

Universally Accessible Park

November, 2007

1. SUMMARY OVERVIEW:

- 1.1. Project Description: The City of Fresno (CITY) proposes to develop and construct a new 8.5 acre community park titled The Universally Accessible Park (PROJECT). The PROJECT will incorporate state-of-the-art special needs recreation amenities such as a combination baseball/softball/soccer field, a meandering walking trail, basketball courts, skate park amenity, 'tot-lots', a water feature/spray park, a recreation building, etc. specifically designed for disabled persons.
- 1.2. A preliminary master plan has been developed based upon an initial site size of 7 acres, as shown in Attachment #1 of Exhibit "A". The PROJECT is about to acquire another +/- 1.5 acres from the adjacent property owner pursuant to Attachment #2 of Exhibit "A", thus increasing the park site size to approximately 8.5 acres. The preliminary master plan has been modified to include this additional 1.5 acres, as shown in Attachment #3 of Exhibit "A".
- 1.3. The PROJECT'S preliminary Construction Budget is approximately \$6,000,000.

2. SCOPE OF SERVICES:

- 2.1. The majority of the PROJECT's construction documents will be provided pro-bono from a variety of other consultants, pursuant to Attachment #4 of Exhibit "A". The CONSULTANT is responsible for the design, construction documents and specifications for the specific portions of the PROJECT as follows:
- 2.2. Universally accessible design/coordination of play equipment, (includes (3) separate play areas): Toddler, Preschool age – 2-5 years, and School-age – 5-12 years. Deliverables: AutoCAD drawings of each play structure to be inserted into site plan and printed by SIM Architects. A larger detail plan of each playground on separate sheet, to be printed up by SIM Architects. Details and specifications for play structure will be provided to SIM Architects to be printed and inserted into plans. Preliminary equipment cost estimate.
- 2.3. Splash Pad Design/Coordination: Deliverables: Plans, specs and details to be delivered in AutoCAD and electronic file format to be incorporated into plans by SIM Architects. Preliminary cost estimate.
- 2.4. Sensory Wall Design/Coordination: Deliverables: Provide specifications and details in electronic format to be inserted into plans by SIM Architects.
- 2.5. Rubberized Surface Design/Coordination: Deliverables: Graphics layout design for all play areas. Provide details and specifications. Note: Graphics to be delivered in sketch format, scaled with reference dimensions. SIM Architects to put into AutoCAD format and print. Details and specifications are to be delivered in electronic files and to be printed by SIM Architects.
- 2.6. Butterfly Fountain with deco paving and park signage: Provide direction to pro-bono consultant. No deliverables.
- 2.7. Child's tile wall with built-in seating: Provide direction to pro-bono consultant. No deliverables.

- 2.8. Animal/musical sound pucks in surfacing: Deliverables: Provide details and specifications in electronic format to be printed and inserted into plans by SIM Architects.
- 2.9. Charlotte's Web storybook corner with log seating: Provide direction to pro-bono consultant. No deliverables.
- 2.10. Adaptive par course: Provide direction to SIM Architects. No deliverables.
- 2.11. Master Plan: review and comment on revised plan.
- 2.12. Construction Documents: review and comment for general conformance on all Construction Documents performed by all consultants at 30% deliverable, 60% deliverable, and 90% deliverable.
- 2.13. Theme Item Direction: to be provided on signage, site furnishings, fencing and shade structures. No deliverables.
- 2.14. General Design Direction: No deliverables.
- 2.15. All CONSULTANT deliverables (i.e. submittals) shall be delivered to the CITY in electronic format unless otherwise noted. Electronic CAD files shall be (AutoCAD Ver. 2004), DWG file type. Written documents shall be in Microsoft Word.
- 2.16. PROJECT Schedule: The CITY'S preliminary PROJECT Schedule is shown in Attachment #5 of Exhibit "A". It is the CITY'S goal to complete the PROJECT construction by December of 2008. It is the intent of the CITY to adhere closely to this preliminary Schedule.
- 2.17. The CITY will issue a Notice to Proceed to the CONSULTANT.

3. CITY'S RESPONSIBILITIES. CITY WILL:

- 3.1. BASES: The CITY shall prepare electronic bases (AutoCAD Ver. 2004) showing the existing above ground improvements immediately adjacent to the individual project area: driveways, curbs, gutters, utility boxes, light poles, sign poles, sidewalk paving, and existing tree trunk locations. Note: Only improvements necessary to complete the CONSULTANT'S scope of work will be shown on the CONSULTANT'S electronic bases.
- 3.2. Provide, upon request and cooperation with CONSULTANT, access to, and make all provisions necessary to, enter upon public or private lands as required for CONSULTANT to perform such services and inspections as are required in development of the PROJECT.
- 3.3. Select the testing laboratory and pay the cost of borings, samplings, and other work involved in soils testing during construction.
- 3.4. Conduct on-site inspections during construction to check quality and quantity of work as conditions warrant and be responsible for assuring that the general construction contractor carries out all construction work in accordance with the plans and specifications.
- 3.5. Pay, or cause to be paid, conditional use permit fees and site plan review fees, plan check fees, application fees or connection fees to/for utilities or other agencies, and building permit fees.
- 3.6. Arrange for and pay, or cause to be paid, any fees associated with Environmental Impact Reports or Statements, CEQA, etc.

4. EXCLUSIONS BY CONSULTANT:

- 4.1. The following services are not included in the CONSULTANT'S scope of services or fee schedule identified in this proposal:
- 4.2. Feasibility Study / Environmental Study / EIR (CEQA, etc.)
- 4.3. Computer simulations
- 4.4. Traffic signal design (i.e. Traffic Controls for Signalization)
- 4.5. Architectural / perspective renderings
- 4.6. Reproduction and delivery beyond the deliverables indicated within this Scope of Services.
- 4.7. Reproduction of plans and specifications ("Bid Sets") for bidders

- 4.8. Processing and/or service fees, permits fees, etc. to the CITY or other agencies
- 4.9. Surveying and staking for construction activity
- 4.10. Structural, Civil and Electrical Engineering, Survey, Tree Report and Soils Analysis, Planting, Irrigation and Lighting Plans.
- 4.11. Meetings (if requested by CITY in writing, work will be considered additional services, documented and billed on an hourly basis).
- 4.12. Bidding Process (CONSULTANT will review for cost evaluation only).
- 4.13. Record Drawings
- 4.14. Field Observation

5. COMPENSATION FOR ADDITIONAL SERVICES:

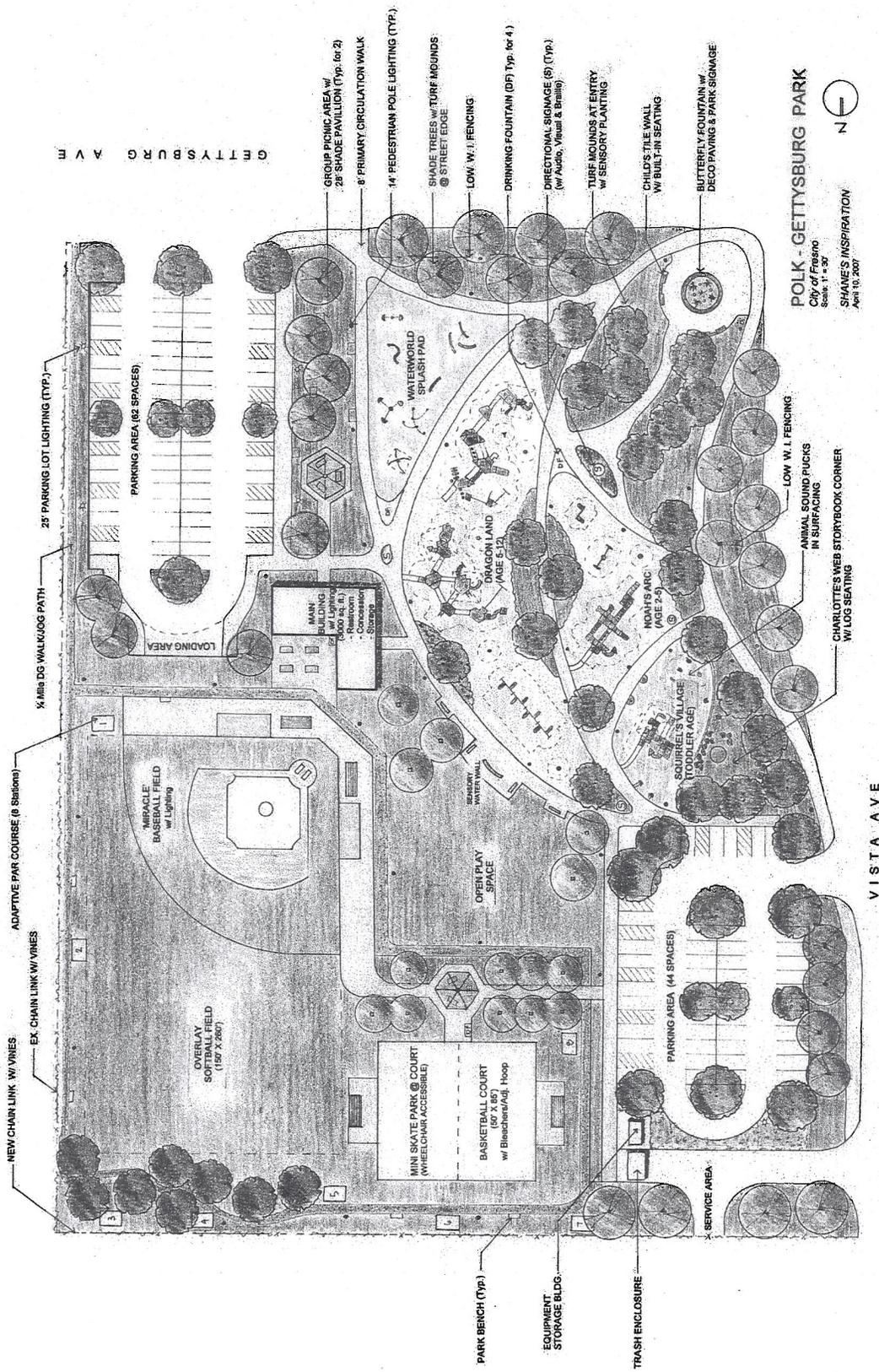
- 5.1. Tasks not included in the Agreement or within a written Amendment to the Agreement, but requested in writing by the CITY shall be billed at the CONSULTANT's current Hourly Rates.
- 5.2. If changes are made to the Drawings by the CITY after the completion of the Construction Documents, which significantly alters the Drawings requiring modifications to the CONSULTANT'S plans, will be made on an hourly fee basis as Additional Services.
- 5.3. Procuring governing agency approvals, including attendance at meetings such as: hearings, public meetings, design review board, city council meetings, shall be done per the hourly fee schedule, noted below, upon written consent by the CITY to proceed.

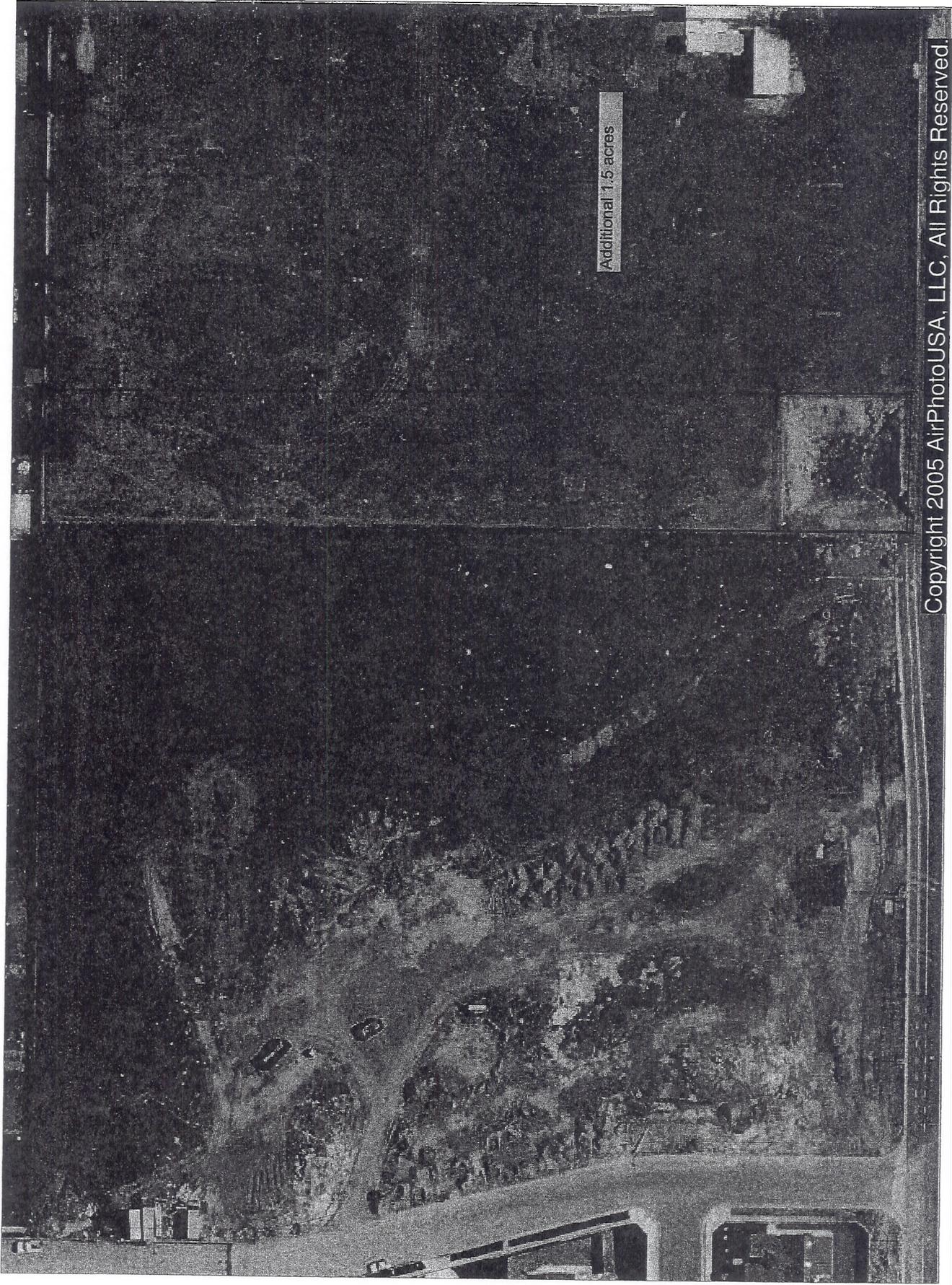
Hourly Rates

<u>Position</u>	<u>2007</u>	<u>2008</u>
Senior Principal	\$221.00	\$236.00
Principal	\$164.00	\$176.00
Associate	\$129.00	\$139.00
Senior Staff	\$111.00	\$120.00
Administration	\$81.00	\$88.00

- 5.4. Reimbursable expenses will be billed at cost. Reimbursable expenses are limited to local and long distance transportation, hotel, reproducibles, photography and messenger charges.

Attachment #1 of Exhibit "A"





Additional 1.5 acres

Copyright 2005 AirPhotoUSA, LLC, All Rights Reserved.

N



Attachment #2 to Exhibit "A"



JOHN H. SMITH, P.E. - LICENSED
 ENGINEER - MECHANICAL
 JOHN H. SMITH, P.E. - LICENSED
 ARCHITECT

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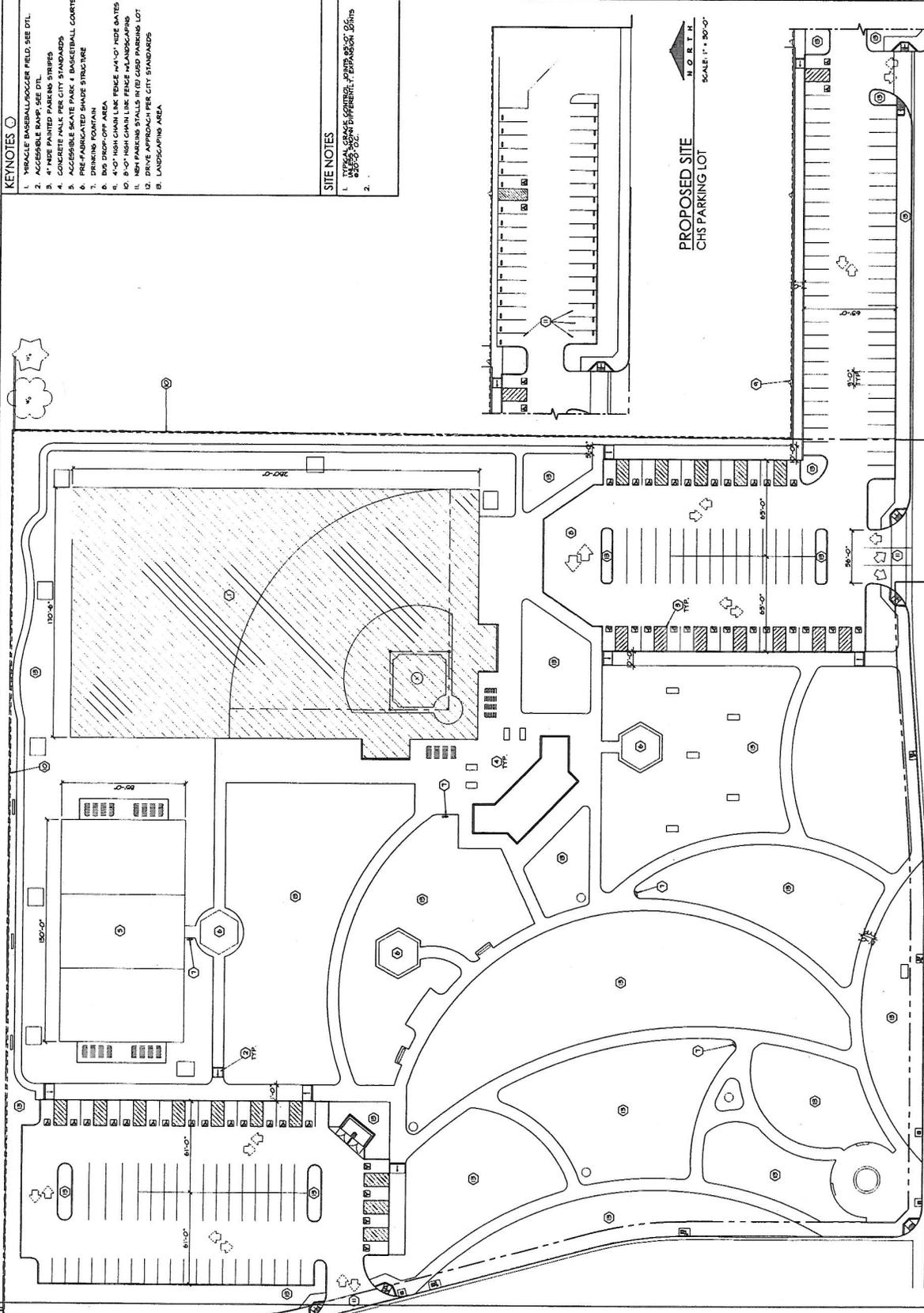
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- KEYNOTES**
1. TRIPLE BASEBALL/DODGER FIELD, SEE DTL.
 2. ACCESSIBLE RAMP, SEE DTL.
 3. 4" WIDE PAINTED PARKING STRIPES
 4. CONCRETE PAVEMENT PER CITY STANDARDS
 5. 4" WIDE PAINTED PARKING STRIPES
 6. PRE-FABRICATED SHADE STRUCTURE
 7. DRINKING FOUNTAIN
 8. BUS DROP-OFF AREA
 9. 4'-0" HIGH CHAIN LINK FENCE W/4'-0" WIDE GATES
 10. 8'-0" HIGH CHAIN LINK FENCE W/LANDSCAPING
 11. NEW PARKING STALLS IN RED GRASS PARKING LOT
 12. SEE PARADISE PER CITY STANDARDS
 13. LANDSCAPING AREA
- SITE NOTES**
1. TYPICAL GRASS SPACING: 4" SPACING @ 20' ONTS
 - 2.



Attachment #3 to Exhibit "A"

Attachment #4 of Exhibit "A"
The Universally Accessible Park

September 21, 2007

List of volunteer consultants, providing pro-bono services:

1. **URS Corporation**
Volunteered all Civil Engineering
2. **The Vernal Group (Architect)**
Volunteered assist in design of water / splash feature and fountain
3. **Brooks Ransom & Associates (Structural Engineer)**
Volunteered all structural engineering
4. **Jeff Cazaly Architect**
Volunteered design of recreation building
5. **Johnson Architecture**
Volunteered design of pre-engineered / pre-fabricated fabric shade structures
6. **2H Engineering Corporation (Electrical Engineering)**
Volunteered all electrical engineering
7. **Kristen Laurenti of Lawrence Nye Andersen Associates (Mechanical Engineering)**
Volunteered all mechanical engineering
8. **SIM Architects**
Volunteered to lead and coordinate design team and design baseball field
9. **Broussard Associates (Landscape Architect)**
Volunteered all landscape design
10. **Wormhoudt Incorporated (Skate and Bike Park Design & Landscape Architect)**
Volunteered skate park amenity

ATTACHMENT #5
UNIVERSALLY ACCESSIBLE PARK TO EXHIBIT "A"

Project Location: Polk & Gettysburg
Thu 10/25/07 8:25 AM

UNIVERSALLY ACCESSIBLE PARK TO EXHIBIT "A"

ID	Task Name	Duration	Start	Finish	Predecessors
1	✓ Master Plan	195 days	7/24/06	4/20/07	
2	✓ Consultant interview - Shane's Inspiration	1 day	7/24/06	7/24/06	
3	✓ Consultant Fee Proposal	1 day	8/15/06	8/15/06	2
4	✓ Consultant issued informal NTP	1 day	8/16/06	8/16/06	3
5	✓ Consultant Contracts processing	40 days	8/18/06	10/12/06	
6	✓ Kick-off Master Plan w/ community meeting	1 day	9/13/06	9/13/06	
13	✓ Topographic Survey	20 days	9/15/06	10/12/06	
7	✓ Master Plan Delivery	1 day	12/11/06	12/11/06	
8	✓ Second Community Meeting	1 day	1/24/07	1/24/07	7
9	✓ Parks Review and Comment on Master Plan	50 days	1/25/07	4/4/07	8
10	✓ Re-draw changes by Shane's Inspiration	5 days	4/5/07	4/11/07	9
11	✓ Parks final review and approval of Master Plan	6 days	4/12/07	4/19/07	10
12	✓ Master Plan Finalized	1 day	4/20/07	4/20/07	11
14	Preliminary Design, CUP & Entitlements	205 days	4/23/07	2/1/08	
15	✓ Distribute Master Plan & scope to volunteer consultants	1 day	4/23/07	4/23/07	12
16	✓ Kick-off pre-design meeting w/volunteer consultants	1 day	4/26/07	4/26/07	15
17	✓ CUSD negotiations	75 days	4/27/07	8/9/07	16
18	✓ Master Plan re-design	30 days	8/10/07	9/20/07	17
19	Plans & elevations design for CUP submittals	40 days	9/21/07	11/15/07	18
20	CUP submittal & process (75 calendar days typical)	55 days	11/19/07	2/1/08	19FS+1 day
21	30% Plans Development	43 days	9/21/07	11/20/07	
22	30% Design Development	40 days	9/21/07	11/15/07	18
23	City review period	3 days	11/16/07	11/20/07	22
24	60% Design Development	193 days	11/21/07	8/15/08	
25	60% Deliverables	20 days	11/21/07	12/18/07	23
26	City review period	3 days	12/19/07	12/21/07	25
27	PG&E electrical service (Rule 16 & 20)	170 days	12/24/07	8/15/08	26
28	90% & 100 % Final Design	59 days	12/24/07	3/13/08	
29	90% Deliverables	30 days	12/24/07	2/1/08	26
30	City review period	3 days	2/4/08	2/6/08	29
31	Resubmittals - 100% PSE	10 days	2/7/08	2/20/08	30
32	Boilerplate specs	10 days	2/7/08	2/20/08	30
33	Purchasing review	7 days	2/21/08	2/29/08	32
34	Attorney review	7 days	3/3/08	3/11/08	33
35	Printing Plans & Specs	2 days	3/12/08	3/13/08	34
36	Bidding	42 days	3/21/08	5/19/08	
37	Bidding Process	22 days	3/21/08	4/21/08	
38	Advertise	21 days	3/21/08	4/18/08	35FS+5 days
39	Pre-Bid Conference	1 day	4/7/08	4/7/08	38FS-10 days
40	Bid Opening	1 day	4/21/08	4/21/08	38
41	Award Construction	20 days	4/22/08	5/19/08	
42	Bid Evaluation	3 days	4/22/08	4/24/08	40
43	Posting of bids	5 days	4/25/08	5/1/08	42
44	Council Award	1 day	5/16/08	5/16/08	43FS+10 days
45	Mayor Veto Period (waived)	1 day	5/19/08	5/19/08	44
46	Construction Phase	161 days	5/20/08	12/30/08	
47	Docs from Contractor (contracts & insurance)	20 days	5/20/08	6/16/08	45
48	Pre-construction meeting	1 day	6/11/08	6/11/08	47FS-4 days
49	Notice to Proceed	1 day	7/1/08	7/1/08	47FS+10 days
50	Construction	130 days	7/2/08	12/30/08	49

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno
and Shane's Inspiration
Universally Accessible Park
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, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include 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 California Labor Code 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 shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

\$1,000,000 per claim/occurrence
\$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).

Deductibles and Self-Insured Retentions

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her 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 his/her 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

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.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. CONSULTANT'S insurance coverage shall be primary and no contribution shall be required of CITY.

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 "Retro 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 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year

discovery period. This requirement shall survive expiration or termination of the Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, CONSULTANT must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.
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 hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. 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 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID L.S.
SHANE-2

DATE (MM/DD/YYYY)
10/22/07

PRODUCER
United Valley/Scotts Valley
Scotts Valley Office
5353 Scotts Valley Dr. Suite E
Scotts Valley CA 95066
Phone: 831-438-2617 Fax: Lic.#0c94214

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Shane's Inspiration
Tiffany Harris
4804 Laurel Canyon Blvd #542
Valley Village CA 91607

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NIAC - Non-Profits Insurance	
INSURER B: Admiral Insurance Company	
INSURER C: North American Elite Insurance	
INSURER D: Oak River Insurance Co	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liab Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	200708248NPO	06/15/07	06/15/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	200708248NPO	06/15/07	06/15/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	Approved: Approved w/Changes:			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	Signed _____		Date 10-25-07	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2200051716-071	09/01/07	09/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B	Professional Liab	E000000682801	05/28/07	05/28/08	1,000,000
C	Property-Spc Frm	CWB00009300408248	06/15/07	06/15/08	BPP \$25,000

RISK MANAGEMENT DIVISION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
THE CITY OF FRESNO, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF THE NAMED INSURED, PER FORM CG 20 26 07 04.
INSURANCE COVERAGE IS PRIMARY
****10 day notice of cancellation for non-payment of premium****

CERTIFICATE HOLDER

CANCELLATION

CITYFRES
City of Fresno
Andrew Vanderford
2600 Fresno St, Rm 4016
Fresno CA 93721-3615

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Jeanna Steilma

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Fresno 2600 Fresno St. Rm. 4016 Fresno, CA 93721
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding contributions you received from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Exhibit C

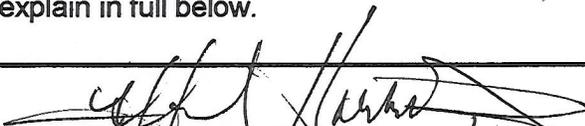
DISCLOSURE OF CONFLICT OF INTEREST

Universally Accessible Park
PROJECT TITLE

		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: _____

Additional page(s) attached.


Signature

Tiffany Anderson
(name)

STANIS INSPIRATION
(company)

15213 BURBANK BLVD
(address)

Van Nuys, CA 91411
(city state zip)