

**CITY OF FULLERTON  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
BLACK, O'DOWD AND ASSOCIATES, INC. (DBA BOA ARCHITECTURE)**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and BLACK, O'DOWD AND ASSOCIATES, INC. (DBA BOA ARCHITECTURE), a California Corporation ("Consultant").

**W I T N E S S E T H :**

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain professional architectural services on an as-needed basis, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103 and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws and regulations that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non-conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall be based on each proposal the Consultant submits and the City accepts for the services requested on a particular project.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Consultant's Proposal set forth in Exhibit "B"

unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form prior to the commencement of work under this Agreement. It is the Consultant's responsibility to provide to the City any revised or updated W-9 form during the term of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue until June 30, 2025 unless terminated as provided herein. The term of this Agreement may be renewed for one additional two-year period upon mutual written agreement by both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in

accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors subject to the limitations of Civil Code Section 2782.8. Consultant shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

### **5.2. Minimum Scope and Limits of Insurance**

A. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance coverage with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. Consultant shall maintain business automobile liability insurance coverage with a limit of not less than \$2,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. (ENVIRONMENTAL CONTRACTS ONLY) If Consultant's subcontractors or suppliers haul hazardous material (including, without limitation, waste), they must carry Auto Liability insurance applicable to all hazardous waste hauling vehicles, and include MCS 90 and ISO Form CA 99 48 03 06 – Pollution Liability – Broadened Coverage for Covered Autos,

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

E. Pollution Legal Liability or Asbestos Pollution Liability (ENVIRONMENTAL CONTRACTS ONLY). Consultant shall maintain project specific pollution or asbestos pollution liability insurance with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 policy aggregate. If the coverage provided applies to asbestos related losses, the policy shall be endorsed to cover losses caused by either work performed or by any occurrence. Completed operations shall not be limited.

5.3. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability. The City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code Section 2782.8. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used). Such coverage as an additional insured shall not be limited to the period of time during which the Consultant is conducting ongoing operations for the CITY but rather, shall continue after the completion of such operations. The coverage shall contain no additional special limitations, outside standard coverage exclusions and coverage limits, on the scope of its protection afforded to the CITY, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers at least as broad as ISO CG 20 01 04 13 and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees and designated volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability and Pollution or Asbestos Pollution Liability (ENVIRONMENTAL CONTRACTS ONLY). If these policies are written on a "claims made" form, the Retroactive Date must be shown and must be before the date of the contract or beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City for review. (ENVIRONMENTAL CONTRACTS ONLY: If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability shall not contain lead based paint or asbestos exclusions. If the services involve mold identification/remediation, the Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.)

D. **Workers' Compensation and Employers' Liability Insurance.** Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City and shall endorse the policy with a waiver of subrogation.

E. **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

If the Consultant maintain higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that CITY is an additional insured on insurance required from subcontractors.

G. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.5 **Acceptability of Insurers.** All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 **Verification of Coverage.** Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

## **6.0. GENERAL PROVISIONS**

6.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. **Representatives.** The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who

shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 96 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Black, O'Dowd and Associates  
DBA BOA Architecture  
1511 Cota Avenue  
Long Beach, CA 90813  
Attn: Edward Lok Ng

IF TO CITY:

City of Fullerton  
303 W. Commonwealth Ave.  
Fullerton, CA 92832  
Attn: Public Works Director

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, and consistent with Civil Code section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected and appointed officials, officers, agents, and employees to the

extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole or active negligence or willful misconduct of the City. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to



any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant

shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CITY OF FULLERTON**

\_\_\_\_\_  
Eric J. Levitt, City Manager

Date: \_\_\_\_\_

**CONSULTANT**

  
\_\_\_\_\_  
Edward Lok Ng, Architect

Date: 6-20-22

\_\_\_\_\_  
On File  
Social Security or Taxpayer ID Number

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Richard D. Jones, City Attorney



**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**CITY OF FULLERTON**  
**REQUEST FOR QUALIFICATIONS**



**RFQ #4367 ON-CALL PROFESSIONAL ARCHITECTURAL SERVICES**

**SUBMIT YOUR  
PROPOSAL BY 2:00 PM PST  
ON DECEMBER 17, 2021 TO:**

City of Fullerton – Purchasing  
303 W. Commonwealth Avenue  
Fullerton CA, 92832-1775

**RFQ Posted: Wednesday, November 10, 2021**

**Proposals must be received by: Friday, December 17, 2021 at 2:00 PM PST**

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Table of Contents

**SECTION I** NOTICE OF REQUEST FOR QUALIFICATIONS.....1

**SECTION II** SCOPE OF SERVICES/SCOPE OF WORK.....2

**SECTION III** INSTRUCTIONS TO PROPOSERS.....3

**SECTION IV** REQUIRED PROPOSAL CONTENT.....7

**SECTION V** EVALUATION AND AWARD.....10

**SECTION VI** SAMPLE PROFESSIONAL SERVICES AGREEMENT.....12

**SECTION VII** STATUS OF PAST AND PRESENT CONTRACT FORM.....24

**SECTION VIII** EXCEPTIONS FORM.....25

**SECTION I**  
**NOTICE OF REQUEST FOR QUALIFICATIONS**  
**On-Call Professional Architectural Services**

**NOTICE IS HEREBY GIVEN** that the City of Fullerton is requesting statement of qualifications from professional architectural consulting firms to provide architectural design and construction assistance services within the City to support the Public Works Department, Engineering Division. The City intends to select up to three (3) consultants, but the actual number of consultants selected may be based on number of responses and qualifications.

This Request for Qualifications (RFQ) provides information on the City of Fullerton, the required scope of services, the consultant selection process, and the minimum information that must be included in the RFQ Response. Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price, and any other criteria set out herein including but not limited to, the proposer's ability to meet the requirements, qualifications, and competencies set out herein.

**BACKGROUND**

The City of Fullerton is located 22 miles southeast of metropolitan Los Angeles, in the center of North Orange County. Fullerton is a full-service, general law city that was incorporated in 1904. Fullerton is renowned for its unique mix of residential, commercial, industrial, educational, and cultural environments and is known for being "the education community". Fullerton has 52 City parks, a museum, a cultural center, a public library, a golf course, and 29 miles of recreational trails. Fullerton provides an outstanding quality of life for both residents and businesses. At 22.4 square miles, Fullerton is also one of the largest cities in Orange County by area and is the sixth most populous.

**SUBMITTAL DEADLINE**

**TO BE CONSIDERED, SEALED ELECTRONIC PROPOSALS MUST BE SUBMITTED NO LATER THAN Friday December 17, 2021 at 2:00 PM** to the Purchasing Division, 303 W. Commonwealth Ave., Fullerton, California, 92832. Failure of, or disturbances in any mail is not a legitimate reason for proposals submitted after the above due date. The City may extend the deadline at its discretion.

It is not the responsibility of the City to notify potential bidders. Prospective bidders shall be notified via the City's eProcurement portal, Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) Organizations must first register as a vendor and registration is free, and organizations may select to be notified of all future bids posted by the City of Fullerton.



## **SECTION II**

### **SCOPE OF SERVICES/SCOPE OF WORK**

The City of Fullerton would like the selected firm(s) to provide professional architectural design and construction assistance services for City projects to support the Public Works Department, Engineering Division. The City intends to award an agreement for the solicited services for a term of three (3) years with an option to renew for an additional two (2) year period at the City's discretion. The City encourages firms to submit qualifications for any or all parts of the key services listed below to be eligible for placement on the qualified on-call/as-needed list for each service criteria.

The work will be assigned on an as-needed basis for various projects in the city. At the City's discretion, successful firms will be assigned projects based on qualifications in relation to the project(s) scope of work.

### **MINIMUM QUALIFICATIONS**

Only those consultants with verifiable experience as it relates to the services requested in this solicitation will be considered during the evaluation process. Consultant staff assigned to execute the scope of services must have relevant experience in providing the necessary services as described under the scope of services. All personnel assigned to the work shall possess appropriate certifications or registrations as required by state and local agencies.

### **SCOPE OF WORK**

Selected firms will report to, and operate under, the direction of the City of Fullerton Public Works staff, to provide professional architectural services. For the next several years, the vast majority of projects are expected to be small scale involving:

- Modification of existing restroom buildings for accessibility and current building code requirements
- Minor modifications, repairs, and/or additions to existing City buildings
  - This can include work on facilities listed on local and national historic registers.
- Construction of small facilities such as park restrooms or trash enclosures with roof structures
- Tenant improvement modifications to existing City buildings and facilities

In general, the selected consultant will be expected to provide services, including but not limited to the following:

- Provide complete construction documents as required for the project scope (plans, technical specifications and estimate).
- Obtain required approvals from the City's Community and Economic Development Department (Building and Planning) for the applicable project permits.
- Provide assistance during construction including submittal reviews, RFI, change orders, etc.

## **SECTION III**

### **INSTRUCTIONS TO PROPOSERS**

#### **Examination of Proposal Documents**

By submitting a proposal, firm(s) represents that it has thoroughly examined and become familiar with the work required under this RFQ and is capable of performing quality work to achieve the City's objectives.

#### **Addenda**

Any changes to the requirements will be made by written addendum to this RFQ. Any written addenda issued pertaining to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instructions. Firms shall acknowledge receipt of addenda in their proposals.

If a firm discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the proposer should immediately provide the City written notice of the problem and request that the RFQ be clarified or modified. Without disclosing the source of the request, the City may modify the documents prior to the date fixed for submission of proposals by issuing an addendum.

If prior to the date fixed for submissions, a firm(s) knows of or should have known of an error in the RFQ but fails to notify the City of the error, the firm shall submit a proposal at their own risk, and if awarded a contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **California Public Records Act (CPRA)**

All proposals submitted in response of this RFQ become the property of the City and under the Public Records Act (Government Code Section 6250 et. Seq.) are public record, and as such, may be subject to public review. However, the proposals shall not be disclosed until negotiations are complete and/or recommendation for action is made to the City Manager and/or City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California Law, price proposal to a public agency is not a trade secret.

#### **Request for Information**

##### **Submitting Questions**

All questions must be submitted and received by the City no later than 4:00 P.M. PST on Friday, December 3, 2021.

Request for clarifications, questions and comments must be submitted through the City's eProcurement Portal via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)), a third-party website that hosts the City's eProcurement's. Registration is free and interested firms can select to receive automatic bid notifications from the City.

### **City Responses**

Responses from the City will be posted on the City's bid webpage and the City's eProcurement Portal, Public Purchase, tentatively scheduled to be posted on December 9, 2021

City's bid webpage: [www.cityoffullerton.com/business/bids-rfps](http://www.cityoffullerton.com/business/bids-rfps)

City's eProcurement Portal – Public Purchase: [www.publicpurchase.com](http://www.publicpurchase.com)

### **CITY CONTACT**

General questions regarding this RFQ are to be directed to the following:

City of Fullerton – Purchasing  
Attn: Jimmy Armenta, Buyer  
303 W. Commonwealth Avenue  
Fullerton, CA 92832-1775  
Phone: 714/738-6533  
Email: [JArmenta@cityoffullerton.com](mailto:JArmenta@cityoffullerton.com)

**Any contact outside of the City staff/representative shall be cause for disqualification**

## **Submission of Proposals**

### **Date and Time**

**Proposals must be submitted at or before 2:00 PM on Friday December 17, 2021.**

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the firm unopened.

### **How to Submit**

**Firm shall submit one (1) complete electronic proposal on one (1) USB flash drive.** Copy of the proposal must be submitted in a sealed package bearing the firm's name and address and clearly marked as follows:

RFQ #4367 On-Call Professional Architectural Services  
City of Fullerton – Purchasing  
Attn: Jimmy Armenta, Buyer  
303 W. Commonwealth Avenue  
Fullerton CA, 92832-1775  
Phone: 714-738-6533 Email: [JArmenta@cityoffullerton.com](mailto:JArmenta@cityoffullerton.com)

Proposer shall ensure that proposals are received by the City on or before the specified date and time. Failure to adhere to the deadline will result in disqualification.

## Acceptance of Proposals

1. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
2. City reserves the right to withdraw or cancel this RFQ at any time without prior notice, and the City makes no representations that any contract will be awarded to any proposer responding to this RFQ.
3. City reserves the right to postpone proposal openings for its own convenience.
4. Submitted proposals are not to be copyrighted.
5. City does not guarantee any work upon award of an agreement.

## Pre-Contractual Expenses

City shall not, in any event, be liable for any pre-contractual expenses incurred by firm in the preparation of its proposal. Firm shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by firm(s) in:

1. Preparing its proposal in response to this RFQ;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or any other expenses incurred by firm prior to date of award, if any, of the Agreement.

## Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFQ, they should do so on a prime-sub-consultant basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

## Exceptions and Deviations

The firm(s) shall enter into an agreement with the City based upon the contents of the RFQ and the firm's proposal. The City's standard form of agreement is included in **Section VI**. The firm(s) shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. **If there are exceptions or are no exceptions, a statement to the effect shall be included in the proposal as well. See the exceptions attachment included in Section VIII that must be included with your proposal.**

## Insurance Requirements

The consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in

a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

**\*\* See section VI for sample Professional Services Agreement for insurance requirements. \*\***

## **SECTION IV**

### **REQUIRED PROPOSAL CONTENT**

#### **Proposal Format and Content**

Although no specific formatting is required by the City, this section is intended to provide guidelines to the firm regarding features which the City will look for and expect to be included in the proposal.

Electronic proposal will be submitted in a format that will print on 8 ½" x 11" size paper and uploaded in one (1) USB flash drive. Charts and schedules must be submitted in a format that will print on an 8 ½" x 11" size paper. The firm(s) should not include any unnecessary elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise.

#### **Letter of Transmittal**

The Letter of Transmittal shall be addressed to the City of Fullerton and, at a minimum, contain the following:

- (1) Identification of proposer that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, email and telephone number of the contact person identified during period of proposal evaluation.
- (2) Identification of all proposed sub-consultants (if known) including legal name of company, contact person's name and address, phone number and fax number. Relationship between proposer and sub-consultant if applicable.
- (3) Acknowledgment of receipt of all RFQ addenda, if any.
- (4) A statement to the effect that the proposal shall remain valid for a period of no less than 120 days from the date of submittal.
- (5) Signature of a person authorized to bind proposer to the terms of the proposal.
- (6) Signed statement attesting that all information submitted with the proposal is true and correct.

#### **Technical Proposal**

##### **Qualifications, Related Experience, and References of Proposer**

This section of the proposal should establish the ability of the firm(s) to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with other public agencies; strength and stability of the firm(s);

staffing capability; work load; record of meeting schedules on similar contracts; and supportive client references. Most recent references preferred.

Proposer to:

- (1) Provide an overview of the proposal (including the firm's relevant experience), a summary of the firm's understanding of the requested Scope of Work, and its approach to providing those services.
- (2) A brief description of your firm's background, size, office locations in California, and history as it may be relevant to the services required. Include subconsultants as applicable.
- (3) Describe your experience providing similar services for other public agencies and authorities, with an emphasis on California jurisdictions and agencies.
- (4) References – Please provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFQ during the past five (5) years. For each client, please provide the name, street address, telephone number, and email address.

### **Proposed Staffing and Organization**

This section of the proposal should establish the method that will be used by the firm to manage the contract as well as identify key personnel assigned. Proposed staffing and organization are to be presented by firm identified in the Scope of Work.

Proposer to:

- (1) Provide education, experience and applicable professional credentials of contract staff. Include applicable professional credentials of "key" contract staff.
- (2) Furnish brief resumes (no more than one page each) for key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include an organization chart that clearly delineates communication/reporting relationships among the staff, including sub-consultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the contract shall be removed or replaced without the prior written concurrence of the City.

### **Detailed Work Plan**

Proposer shall provide a narrative that addresses the Scope of Work and shows proposer's understanding of City's needs and requirements.

The proposer shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Work. The description of the approach shall discuss the services in sufficient detail to demonstrate the proposer's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that proposer will use to ensure quality, budget, and schedule control.

### **Fee Proposal**

Submit a rate sheet of key personnel who will be assigned to perform the services outlined in the "Scope of Work" of this RFQ. Describe how customary reimbursable expenses will be charged, including attendance at meetings in the City. Respondents verify the proposed costs are their best offer. The City may seek to enter into cost negotiations over various aspects of the fee proposal with the selected firm(s) based on the needs of the City.

### **Appendices**

Information considered by proposer to be pertinent to this contract and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

### **Status of Past and Present Contracts Form**

Firm(s) are required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFQ and submit as part of the proposal. The firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the firm confirming that the information provided is true and accurate. The firm(s) are required to submit a copy of the completed form(s) as part of the proposal.



## **SECTION V**

### **EVALUATION AND AWARD**

#### **Evaluation Criteria**

City will evaluate the proposals received based on the following criteria outlined below. Respondents who are not actively engaged in providing services of the nature proposed in their response to this request and/or who cannot clearly demonstrate to the satisfaction of the City their ability to satisfactorily perform the work in accordance with the requirements set forth in this request will not be considered. The City shall be the sole judge of the qualifications and services and its decision shall be final. Discussions may be conducted with respondents who submit qualifications determined to be reasonably acceptable of being selected for award. Any changes to the RFQ requirements will be made by addendum. All addenda shall be signed by firms and attached to the proposal. Failure to attach any addenda may render the proposal non-responsive and cause it to be eliminated from consideration.

City will evaluate the proposals received based on the following criteria:

1. Qualifications of the firm - Technical experience in performing work of a similar nature; experience working with public agencies is mandatory; strength and stability of the firm; and assessment by client references.
2. Project Management Approach - Qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
3. Detailed Work Plan - Thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
4. Fee Proposal - Reasonableness of proposed fees.

The City will select a firm based upon the responding firms' qualifications and experience, together with its responses to the requests for information set forth above. It should be noted that none of these factors in and of themselves are determinative, and the City reserves the right to select a firm on any basis that is in the best interests of the City. The City may contact firms in response to questions raised in their proposals and the City reserves the right to cancel this solicitation without selecting any firms.

After the submittals are evaluated. The City, at its sole discretion, may elect to interview all, some, or none of the firms. The interview will help to clarify each proposal, approach and qualifications for the services requested in the scope of work. Firms may be asked to submit additional documentation at or after the interview stage. Based upon the interview and evaluation of the proposals, the top-ranked firm will be recommended to the City Manager and/or City Council (if necessary). In addition, the City reserves the right to select a firm without conducting interviews or abandon this RFQ. Final selection of a firm and authority awarding the contract to proceed with these services shall be at the sole discretion of the City and if required, City Council.

## Evaluation Procedure

An Evaluation Committee will review all proposals. The committee will be comprised of City staff and may include outside consultants. The City of Fullerton reserves the right to request clarification of additional information from any firm at any time. The committee will recommend to the City Manager the firm(s) whose proposal is most advantageous to the City of Fullerton. If required, the City Manager will then forward its recommendation to the City Council for final action.

## Award

The City of Fullerton may negotiate contract terms with the selected firm(s) prior to award, and expressly reserves the right to negotiate with several firms simultaneously. However, since the selection and award may be made without discussion with any firm, the proposal submitted should contain firm's most favorable terms and conditions.

City Manager and/or City Council action will be requested by City staff to award contract to the selected firm(s).

## Notification of Award

Firms who submit a proposal in response to this RFQ shall be notified regarding the firm(s) awarded a contract. Such notification shall be made within seven (7) days of the date the contract is awarded. Notification of Intent to Award will be emailed to firms who submitted a proposal, and will also be available on the City's bid webpage [www.cityoffullerton.com/business/bids-rfps](http://www.cityoffullerton.com/business/bids-rfps) and on the City's eProcurement platform ([www.publicpurchase.com](http://www.publicpurchase.com)).

### **Tentative Schedule**

**\*\* Tentative Schedule may be changed at the City's discretion, Interviews and Negotiations will be scheduled if required \*\***

<b>Release of RFQ</b>	<b>November 10, 2021</b>
<b>Question Submittal Deadline</b>	<b>December 3, 2021, at 4:00 P.M. PST</b>
<b>Response to Questions Posted</b>	<b>December 9, 2021</b>
<b>RFQ Submittal Deadline</b>	<b>December 17, 2021, at 2:00 P.M. PST</b>
<b>Consultant Interviews/Contract Scope Negotiations</b>	<b>TBD</b>
<b>Contract Award</b>	<b>February 2022</b>

**SECTION VI**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**CITY OF FULLERTON  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
[CONSULTANT BUSINESS NAME]**

THIS AGREEMENT is made and entered into this \_\_\_ day of [MONTH, YEAR] ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and [CONSULTANT BUSINESS NAME], a [California corporation] ("Consultant").

**W I T N E S S E T H :**

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain [INSERT BRIEF DESCRIPTION OF SCOPE OF SERVICE] services, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the [Services & Fees Schedule attached hereto as Exhibit "A"] and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

**SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL**

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the **[fee schedule set forth in Exhibit A]**.

2.2. Additional Services. Consultant may perform the **[additional services described in Exhibit "B"]** attached hereto and incorporated herein by this reference if

## **SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL**

specifically engaged to do so by City. Consultant shall not receive compensation for any services provided outside the scope of services specified in **[Exhibit A]** unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form, to be attached hereto as Exhibit "D." It is the Consultant's responsibility to provide to the City any revised or updated W-9 form.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue through **[INSERT TERMINATION DATE (i.e. December 31, 2020)]**, unless terminated as provided herein.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

## **SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL**

the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Insurance Required. CONSULTANT shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors subject to the limitations of Civil Code Section 2782.8. CONSULTANT shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which CONSULTANT may be held responsible for payments of damages to persons or property.

### 5.2. Minimum Scope and Limits of Insurance.

A. Commercial General Liability Insurance. CONSULTANT shall maintain commercial general liability insurance coverage with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. CONSULTANT shall maintain business automobile liability insurance coverage with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. CONSULTANT shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. CONSULTANT shall maintain professional liability insurance appropriate to CONSULTANT's profession with a limit of not less than \$2,000,000. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

**SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL**

E. Employee/Officer Fidelity Bond. CONSULTANT shall maintain a fidelity bond with a minimum limit of \$1,000,000, providing coverage for the acts of all employees, officers and directors of CONSULTANT. (Required if Consultant will be handling City funds)

5.3. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the CITY. The CITY may require the CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or CITY.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability. The CITY, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code Section 2782.8. General liability coverage can be provided in the form of an endorsement to the CONSULTANT'S insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms, if later revisions used). Such coverage as an additional insured shall not be limited to the period of time during which the CONSULTANT is conducting ongoing operations for the CITY but rather, shall continue after the completion of such operations. The coverage shall contain no additional special limitations, outside standard coverage exclusions and coverage limits, on the scope of its protection afforded to the CITY, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers at least as broad as ISO CG 20 01 04 13 and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and designated volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability. If the Professional Liability policy is written on a "claims made" form, the Retroactive Date must be shown and must be before the date of the contract or beginning of contract work. The insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract work. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting coverage" for a minimum of five (5) years after completion of contract work.

D. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

E. Employee/Officer Fidelity Bond, CITY shall be named as third party beneficiary for losses arising from work done on behalf of CITY. (Required if CONSULTANT will be handling City funds)

F. All Coverages. Each insurance policy required by this clause shall be



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endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

G. If the CONSULTANT maintain higher limits or has broader coverage than the minimums shown above, the CITY requires and shall be entitled to all coverage, and to the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

H. Subcontractors. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY is an additional insured on insurance required from subcontractors.

I. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if CONSULTANT evidences the requisite need to the sole satisfaction of the CITY.

5.6 Verification of Coverage. CONSULTANT shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, CONSULTANT shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT'S obligation to provide them. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with

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Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

[CONSULTANT NAME]  
[MAILING ADDRESS]  
Attn: [NAME AND TITLE]

IF TO CITY:

City of Fullerton  
303 W. Commonwealth Ave.  
Fullerton, CA 92832  
Attn: [NAME AND TITLE]

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, and consistent with Civil Code section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected and appointed officials, officers, agents, and employees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be

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required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole or active negligence or willful misconduct of the City. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

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6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and

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any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the

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parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
[NAME AND TITLE]

Date: \_\_\_\_\_

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard D. Jones, City Attorney

## SECTION VII

### STATUS OF PAST AND PRESENT CONTRACT FORM

Firm is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFQ and submit as part of the proposal. Firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. If no contract ended in termination, settlement or litigation, a statement to that effect shall be made on this form. Each form must be signed by the firm's confirming that the information provided is true and accurate. Firm is required to submit a copy of the completed form(s) as part of the electronic proposal on the one (1) USB Drive requested.

<b>Public Agency city/county/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature\_\_\_\_\_

Date\_\_\_\_\_

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

Title:\_\_\_\_\_

**SECTION VIII**  
**EXCEPTIONS FORM**

If your company is taking exception to any of the specifications, terms or conditions (including insurance indemnification and/or proposed contract language) stated in this Request for Qualifications, please indicate below and describe details: (check any that apply).

- ☐ No exceptions taken
- ☐ Exception taken to the scope of work or specifications
- ☐ Exception taken to indemnification and insurance requirements
- ☐ Exception to proposed contract language
- ☐ Other

Please explain any of the checked items

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PROPOSING FIRM \_\_\_\_\_ DATE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_

BY: \_\_\_\_\_ TITLE \_\_\_\_\_

INSTRUCTION REGARDING SIGNATURE: If proposer is an individual, state "Sole Owner" after signature. If firm is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If proposer is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

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## **RFQ #4367 On-Call Professional Architectural Services**

### **Questions and Answers**

1. Please clarify exactly what proposers need to submit. We understand we need to submit one (1) complete electronic proposal on one (1) USB flash drive. Do we also need to submit a printed copy of the proposal? If so, does it need to be bound?
  - a. The City only requires submission of a complete proposal submission uploaded on one (1) USB flash drive delivered in a sealed envelope/package. No physical hard copy submission of the proposal is required.
2. If we submit our proposal prior to Dec. 17, 2021, what are the daily hours of operation for your office?
  - a. If submitting your proposal prior to Dec. 17, 2021, submissions can be received Monday through Thursday from 8am to 5pm PST.
3. The RFQ states prospective consultants are to submit sealed electronic proposals. It also states we shall submit one complete electronic proposal on one USB flash drive. To confirm, we are only required to submit one USB in a sealed package and no physical paper copy is required?
  - a. Please see question #1
4. Most of the language in the RFQ seems to indicate that our response is to be 100% electronic, delivered on a thumb drive. However, one line reads "Firm shall submit one (1) complete electronic proposal on one (1) USB flash drive. Copy of the proposal must be submitted in a sealed package bearing the firm's name and address and clearly marked as follows:" While I understand that the "copy" referred to is most likely the previously stated electronic copy, I thought it wisest to clarify. Simply put, is a printed copy of our response required, or is it 100% electronic?
  - a. Please see question #1
5. Please clarify – do you want proposers to also submit a printed and bound copy of the DOQ along with the electronic submission on a USB flash drive?
  - a. Please see questions #1
6. If we submit prior to the Dec. 17 due date, what are the hours of operation of the office that receives submittals.
  - a. Please see questions #2
7. There is no specific project being requested is a detailed work plan required?
  - a. A detailed plan is not required, but please provide a basic outline showing how you approach a typical building improvement/modification project.

**8. There is no specific project being requested – is it required to list sub consultants we do not know the scope of work?**

- a. Please provide your expected team/subs for building improvement/modification projects. Assume site work will not be included in any project scope of work. The City understands that the project team/subs can vary depending on the actual scope of the project.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

December 17, 2021



**CITY OF FULLERTON**  
**REQUEST FOR QUALIFICATIONS FOR**  
**ON-CALL PROFESSIONAL ARCHITECTURAL**  
**SERVICES**  
**RFQ #4367**

**SAMPLE PROJECTS THROUGH DESIGNED BY BOA:**



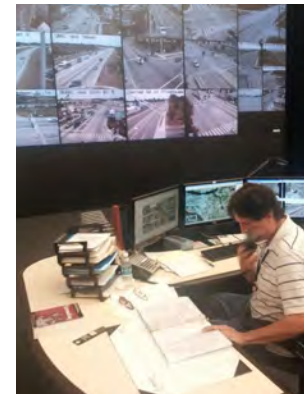
**Orange County Fire Authority:** Addition to OCFA Fire station #41 at Fullerton airport



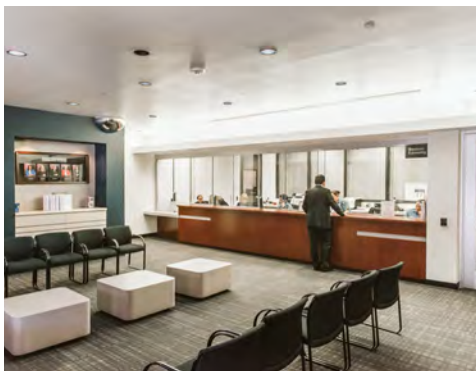
**City of Costa Mesa:** Council  
Chamber Renovation



**San Pedro Main  
Post Office:** ADA  
Retrofit and Façade  
Improvement



**City of Long Beach:**  
Traffic Center  
Renovation and Tech  
Upgrade



**City of Irvine:** Public Counter at  
Police Station Remodel



**BLACK O'DOWD AND ASSOCIATES, INC.**  
**DBA BOA ARCHITECTURE**  
1511 COTA AVENUE  
LONG BEACH, CA 90813  
PH: 562-912-7900

**POINT-OF-CONTACT:**  
EDWARD LOK NG, PRESIDENT  
LOK.NG@BOAARCHITECTURE.COM

## TABLE OF CONTENTS



City of Long Beach:  
Beach Restroom Renovation at Mothers Beach



City of Costa Mesa:  
AV Technology at City Council Chambers



City of Irvine:  
City Council/ Chambers and AV & IT Technology  
Improvements

- A. Qualifications, Related Experience,  
References Proposer
- B. Proposed Staffing & Organization
- C. Detailed Work Plan
- D. Fee Proposal
- E. Appendices
- F. Status of Past & Present Contracts  
Form

# LETTER OF TRANSMITTAL

## RE: Electronics Submittal RFQ# 4567 On-Call Professional Architect Services

To: Mr. Jimmy Armenta,

December 17, 2021

Black O'Dowd and Associates, Inc. DBA BOA Architecture is pleased to submit its qualifications for your RFQ 4367 On-Call Professional Architectural Services. BOA has performed professional architectural design services on an On-Call basis for numerous cities, counties and public agencies in the greater Southern California region for the past 60 years. These architectural design and engineering services have include design for mostly renovations to existing city facilities and building rehabilitations including, but not limited to: tenant improvements, repairs, ADA compliance maintenance, mechanical and electrical system upgrades, for cities and public agencies in the local areas and in Orange County. We have in-house expertise in architecture, ADA Analysis and Compliance and Interior Design.

BOA is an S-Corporation architectural firm, and a certified Minority Business Enterprise (MBE) by the federal SBA (Small Business Administration) in the State of California. BOA has been in continuous business since 1961 and has completed over 2000 architectural public works projects for over 80 local public agencies. BOA's design team will be headed by Mr. Edward Lok Ng, President of BOA Architecture. He will personally be the project manager for your On-Call Projects. BOA has assisted numerous local cities in modernizing their city buildings and bringing their facilities into ADA compliance with State and Federal Accessibility Standards. Currently, BOA Architecture is a 7-person architectural firm with a competitive advantage in "smaller" municipal architectural remodel projects. Our "sweet spot" is in the \$20,000 to \$2,000,000 construction cost range. 90% of our current design work is for cities such as yours. Our design staff and production systems are geared for these types of "smaller" and often "messy" modernization projects, and our design fees are reasonable and with "value added".

BOA will be the Prime Consultant on this RFQ. We have a list of sub-consultants who will partner will use the design your upcoming projects. They also have an abundance of public works design experience. Our entire Design Team is listed in Section B. Proposed Staffing and Organization.

### LEGAL NAME AND ADDRESS:

Black, O'Dowd and Associates, Inc.  
DBA BOA Architecture  
1511 Cota Avenue  
Long Beach, CA 90813  
Phone: (562) 912-7900

### MAIN CONTACT / ACCOUNT MANAGER:

Edward Lok Ng, Architect/ LEED AP  
E-mail: lok.ng@boaarchitecture.com  
Direct: (310) 480-7730

BOA Architecture's mission statement is to be a recognized leader in architecture and to consistently exceed our commitments to, and expectations of our clients, employees and design partners. We thank you for your time and consideration.

### BOA ARCHITECTURE



Edward Lok Ng, Architect/ LEED AP



## A. QUALIFICATIONS, RELATED EXPERIENCE, & PERFORMANCE OF PROPOSER

### FIRM INFORMATION:

Year Established: 1961

Years In Business: 60 years of continuous operation

Current Number of Personnel: 7

Structure of Organization: S CORPORATION Stockholder: Edward Lok Ng

Current Annual Dollar Volume of Work: \$1,000,000

Level of Liability Insurance: \$2,000,000 Professional Liability, \$2,000,000 General Liability

Federal Tax ID: 95-2632309

Services Provided: Architecture, Interior Design, ADA Compliance Consultant

BOA Architecture has performed over 2,000 architectural design services for local cities with many that are comparable to your upcoming projects. We have unique expertise in just about every municipal building type. We have a unique expertise in Civic Center Facilities, Fire Stations, Police Departments, Community Centers, Libraries, ADA compliance, Parks & Recreation, Audio/Visual And IT technology upgrades, and workplace safety/security enhancement. We have recently designed and completed the renovation and modernization of over 80 community centers, over 20 civic centers, over 300 Parks/Recreation projects, over 80 fire stations, 10 police stations, 20 libraries, and over 400 ADA compliance renovation projects. We can compete favorably with just about any other firm on these building types and have confidence that you will find BOA Architecture favorably.

BOA is very familiar with architectural projects on an “as-needed”, “on-call” or “short-notice” basis, having recently completed the design of more than 500 architectural renovation/addition projects, and more than 400 ADA Compliance Improvement projects for numerous local governmental agencies on an “on-call” basis over the past 10 years. BOA is intimately aware of expediting these types of projects on an on-call basis for public entities and municipalities just like yours. We also understand the importance of ensuring that these projects are “on-time” and “on-budget”. Our specialty is working side-by-side with Cities like yours and partnering with City staff and project managers to realize and execute the vision and goals of each unique project.

Our firm has completed projects with expedited deadlines as well as taken over projects that have already begun at the request of the City. Each “as-needed” project we have completed has had a unique circumstance and solution. Our analysis of each project includes understanding the project scope, project budget and the parameters. Our approaches have included retrofitting existing facilities and room layout-outs rather than replacing completely, as well as other “cost-saving” measures.

Recent “on-call” contracts for other local public agencies include: State of California DMV, County of Los Angeles, and the Cities of: Long Beach, Irvine, Anaheim, Costa Mesa, San Bernardino County and Riverside County. Additionally, BOA Architecture is currently performing projects with nearby cities of Pasadena, Newport Beach, Cypress, Laguna Niguel, Anaheim, Irvine, and Placentia as well as Public Agencies such as the Orange County Fire Authority.

BOA has over 60 years of continuous architectural experience in managing and designing public facilities from project conception to project close-out. Our staff and sub-consultants also have an abundance of architectural Public Works facilities experience and successful past performance for the following areas of an architectural project:

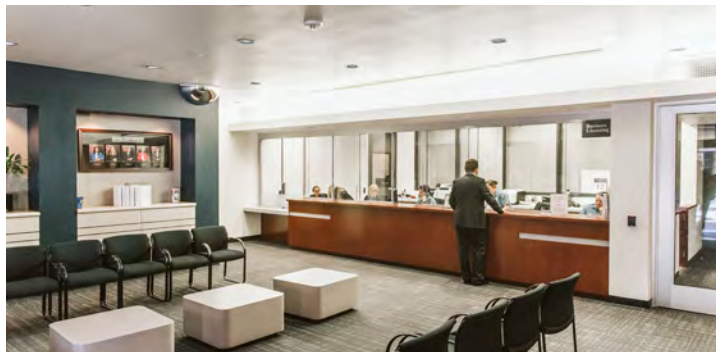
- Program Development
- Feasibility Studies/Project Definition
- Conceptual Design
- Project Design
- Construction Documents
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructibility Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- CADD and BIM/3D Modeling

Furthermore, BOA has provided award winning architectural planning and design services for a broad spectrum of projects since 1961, including:

- ADA Compliance
- Commercial Façade Improvements
- Community/Civic Facilities
- Educational Facilities
- Healthcare
- Industrial/ Utility Facilities
- Libraries
- Maintenance Improvement/Repair
- Parking Structures
- Parks and Recreation Facilities
- Police Stations
- Fire Stations
- City Hall
- Senior Centers
- Residential, Single Family/ Multi-Family
- Retail/ Office Facilities
- Transportation Facilities
- U.S. Postal Service
- Facilities Modernization



City of Irvine: Harvard Community Center  
New Accessible Restroom



City of Irvine: Police Dept. Lobby remodel at City Hall



## PRIOR ADA COMPLIANCE EXPERIENCE

Since the 1991 enactment of the American Disabilities Act (ADA) BOA has been at the architectural forefront in the modification of existing facilities to comply with the ADA. Totalling over 500, BOA has arguably designed more architectural projects for the sole purpose of ADA Compliance, than ANY other architectural firm in Southern California. This is BOA's competitive advantage. BOA has been under contract to retrofit Government owned facilities for ADA Compliance for the following governmental agencies:

- San Bernardino County (35 projects)
- State of California, Dept. of Motor Vehicle (7 design & construction projects and ADA transition plan for 32 facilities)
- State of California, Dept. of Mental Health (24 facilities and 600,000 S.F.)
- City of Long Beach (80 projects)
- State of California, RESD, PSB, Various State Facilities (4 projects)
- State of Calif, Dept. Fish&Game (8 projects)
- City of Costa Mesa (4 projects)
- City of La Puente (5 projects)
- City of Hawthorne (20 projects)
- City of Irvine (12 projects)
- City of Placentia (12 projects)
- U.S. Postal Service (20 projects for the Los Angeles Region)
- City of Montebello (5 projects)
- City of Tustin (2 projects)
- City of Rosemead (2 projects)
- City of Los Angeles (2 projects)
- City of Redondo Beach (1 project)
- City of Lomita (1 project)
- City of Santa Maria (56 facilities)
- City of Sierra Madre (2 projects)
- City of Huntington Beach (7 project)
- City of Alhambra (1 project)
- City of Redlands (4 facilities)
- City of El Segundo (1 project)
- OC Fire Authority (4 projects)
- City of Anaheim (7 projects)
- Cerritos College (35 facilities)
- East L.A. College (40 facilities)

Along with architectural design, BOA has also provided Access Compliance Plan Review services for the Cities of Placentia and Pasadena, and the Los Angeles Basin Regional Office of the Division of the State Architect. Our role is to ensure that construction drawings and specifications comply with accessibility standards based on the 2001 California Building Code, the Americans with Disabilities Act Accessibility Guidelines, and DSA's Accessibility Plan Review Guidelines. Access Compliance Plan Review is a requirement for new and renovated state owned and state leased facilities so that accessibility and usability of these buildings comply with the intent of the California Government Code Section 4450, the California Health and Safety Code Section 19955, the California Civil Code Section 51, and Section 35.130(b)(4) of Title II of the Americans with Disabilities Act.

We have reviewed a wide range of facilities under jurisdiction of DSA's Los Angeles Basin Regional Office, including single and multi-story school facilities encompassing grades K thru 12 (elementary, middle, and high schools); college and university projects; libraries; administrative offices; auditoriums; dining and kitchen facilities; gymnasiums; laboratories; and related site improvements.

BOA's plan review service provides timely, accurate plan reviews and back reviews coordinated with DSA's project submittal processes. A BOA accessibility plan review includes accurate code interpretation, review of construction plans and specifications, identification of areas of non-conformance, and follow-up consultation with project designers prior to back review. For the City of Placentia, we did ADA Compliance plan review of city R.O.W. sidewalks and curb ramps at over 100 street intersections. For the City of Pasadena, we provide and ADA Compliance consultation to city staff and did ADA Compliance plan review for several individual projects.

# Bellflower Indoor Pool & Locker Room Renovation



Indoor Pool Before Renovation



Rotted Wood Roof Framing



Locker Rm Before Renovation

**Project:** Bellflower Aquatic Center, Indoor Pool Locker Room Renovation **Construction Cost:** \$1,500,000

**Location:** Thompson Park, Bellflower, CA

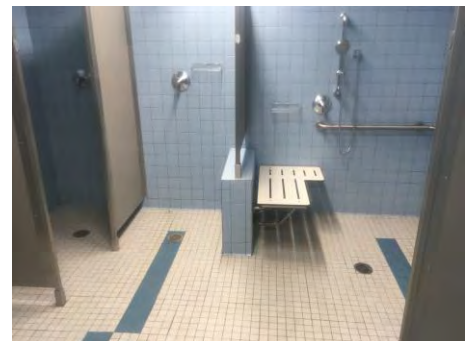
**Architect Team:** Edward Lok Ng, Leo Arteaga

**Client:** City of Bellflower Dept. of Public Works, contact: Bernie Iniguez (562) 760-3250 **Year Built:** 2020

**Project Description:** BOA Architecture was commissioned to repair and improve an old 1960's indoor pool building and its locker rooms. Our challenges were to replace all the rotted wood studs in the locker rooms. The wood studs had rotted from decades of water seepage from showers, and from the maintenance staff "hose down" the floor twice per day and pool operations (patrons are typically dripping wet when using the locker rooms). BOA's solution was to carefully sawcut the entire locker room concrete floor, and install new concrete floors sloping and install numerous new drains, to expel water quickly. We designed new concrete curbs to protect new and existing wood stud walls from moisture, rot, and corrosion damage. All rooms were designed have at least 2 floor drains to push water out of each room quickly. New fiberglass doors and door frames provided corrosion protection and allow "hosing-down" of concrete floors in every room. The swimming pool locker rooms can accommodate over 100 swimmers with newly renovated facility included; men & women locker room/showers/restroom, private dressing stalls. Plumbing fixtures and toilet room accessories were chosen for their reliability, low-maintenance and durability in a wet environment. We also remodel the entry lobby, staff offices, and swimmer check-in counter. Due to poor ventilation in the concealed ceiling of the indoor pool building, much of the wood framing plywood and roof rafters had rotted. BOA removed and designed a new exposed structural roof deck with exposed rafters and plywood. New rigid insulation and new PVC single-ply "cool roof" helped to moderate interior temperature. Multiple new, large capacity, heavy duty exhaust fans located at the roof ridge helped to promoted ventilation with slow air movement (for patron comfort) while moving large volumes of air. We design large new fabric air conditioning ducts that will not corrode for the existing air conditioning system. These enhancements to the existing mechanical system also expelled pool chemical odor and moisture before its corrosive effects can harm the steel structure. New high-efficiency, up and down, LED lighting replaced old and obsolete fluorescent fixtures, lit pool decks and featured the new exposed ceiling. The large existing structural steel beam were painted with marine grade epoxy painted to minimize further rust and corrosion.



After; New Ceiling Structure, New Lighting, New Fabric Ducts



After; New Shower, New Locker Rm

**AFTER**



## Commerce Indoor Pool Locker Room Renovation



**BEFORE**

**Project:** Commerce Indoor Pool Locker Room Renovation **Construction Cost:** \$1,000,000 **A/E Fee:** \$90,000  
**Location:** 2535 Commerce Way. Commerce, CA 90040 **Architect Team:** Edward Lok Ng, Miguel Andrade  
**Client:** City of Commerce Dept. of Public Works, contact: Mike Halsey (213)820-5889 **Year Built:** 2012  
**Project Description:** Our renovation challenge was to fully integrate floor drains into an existing swimming pool locker room that did not have any floor drains. The maintenance staff "hose down" the floor twice per day and pool operations (patrons are typically dripping wet when using the locker rooms) demanded a lot of floor drains to expell water quickly. BOA's solution was to carefully sawcut out the entire concrete floor while leaving the interior walls in-place, and install new concrete floors sloping to new drains. We provided new concrete wall curbs to protect existing metal stud walls from moisture damage and corrosion. New, large, heavy duty exhaust fans and added air conditioning promoted ventilation with slow air movement (for patron comfort) while moving large volumes of air. This enhancement to the existing mechanical system also expelled pool chemical odor and moisture before its corrosive effects can harm the steel sub-structure. All rooms have at least 2 floor drains to push water out of each room quickly. New fiberglass doors and aluminum door frames were raised 4" to enhance corrosion protection and allow "hosing-down" of concrete floors in every room. The swimming pool locker rooms can accommodate over 300 swimmers. This newly renovated facility also included; central bag check-in, men & women locker room/showers/restroom, swimmer sauna rooms, private dressing stalls, staff locker rooms with showers, family dressing rooms. Plumbing fixtures and toilet room accessories were chosen for their reliability, low-maintenance and durability in a wet environment.

**AFTER**



**New Semi-Private Showers**



**New Dressing Stalls and Floor Drains**



**New ADA Accessible Shower Stall**

# COSTA MESA COUNCIL CHAMBER REMODEL, AUDIO-VISUAL TECHNOLOGY UPGRADE & CITY HALL ADA COMPLIANCE



**BEFORE**



**AFTER: COMPLETED DEC. 2019**

**Client:** City of Costa Mesa, Dept. of Public Works, Contact: Naz Mokarram, Sr. Engineer 714 754 5357

**Completed:** Dec. 2019 **Construct Cost:** \$1,000,000 **Team:** Edward Lok Ng, L. Arteaga, Kyle Ng

**Project Description:** BOA Architecture provided architectural design to entirely modernize the City Council Chambers for workplace safety, ADA Compliance and a new Audio-Visual system with latest state-of-the-art technology for both the Councilmen, staff, and attendees. The architectural renovation included the renovation of the City Council Dais, City Clerk's desk, Director's desk, presenter's podium. The existing Dais was updated with new technology. Each Dais desk station has internet/intranet access, individual computer screens for voting and to view PowerPoint presentation and access staff reports. Other areas of renovation include new carpeting, resurfaced ceiling with new LED lighting, special broadcast lighting, sound system and new Council Chamber Seating. This project incorporated many security components and workplace safety features such as, bullet-resistant panels (under the desk counter) for Council members and staff, and 2 seat stations for public safety officers. The added protection will allow staff to "duck and cover" in case of danger. BOA worked intimately with our AV Technology and Information Technology consultant (Triton Technology) to create a hardware and software plan to provide utilities, locate new computer equipment, ambient and broadcast lighting, dedicated computer servers, updating the room's TV/Display system, and customized workstations for the City's broadcast staff. The same level of attention to the details was given to the renovation broadcast-computer and conference rooms located behind the dais. The greatest challenge for this project was the extremely compact schedule of 2 months for design, and 3 months construction. BOA coordinated closely with the City for the Building-Safety Dept. plan reviewer to perform plancheck in the preliminary design phases to resolve accessibility and outstanding issues before starting construction documents, making the formal plancheck and building permit approval easy and seamless. During the bidding process and construction phase, BOA gave this project the highest priority by answering and resolving RFI's within 1-2 days, and being on-call to meet with the construction team to expedite the construction process. The construction completed "on-time" to accommodate a very important citywide City Council Meeting. The City was proud to showcase its newly remodeled City Council Chambers with its State-of-the-Art architecture and AV Systems. Other parts of this project designed by BOA included the total renovation of the first floor City Hall restrooms, community conference rooms and with new accessible ramps and entry doors.





# IRVINE CITY COUNCIL CHAMBERS REMODEL, AUDIO-VISUAL TECHNOLOGY UPGRADE & ADA COMPLIANCE



## BEFORE



## AFTER: COMPLETED DEC. 2018

**Client:** City of Irvine, Dept. of Public Works, Contact: Alex Salazar, Public Works, Project Manager 949-724-7408

**Construction Completed:** Dec. 2018; **Construction Cost:** \$2,600,000

**Architect Team:** Edward Lok Ng, Leonardo Arteaga, Miguel Andrade, Kyle Ng

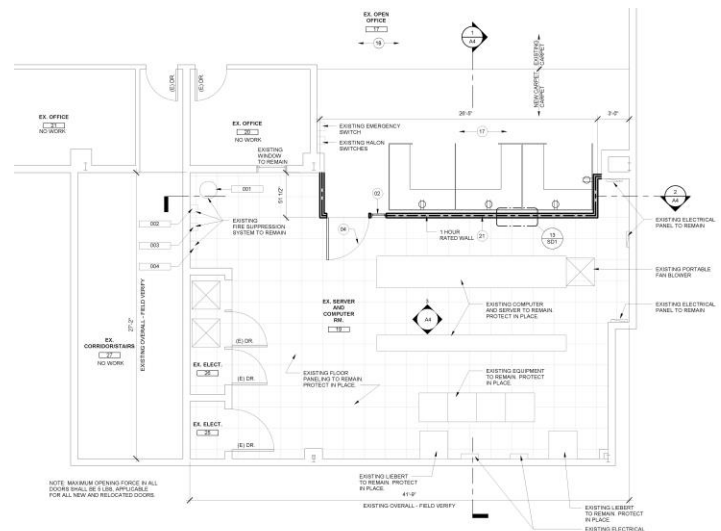
**Project Description:** BOA Architecture provided architectural design to entirely modernize the City Council Chambers for workplace safety, ADA Compliance and a new Audio-Visual system with latest state-of-the-art technology. The architectural renovation included the replacement of the City Council Dais, City Clerk's desk, Director's desk, presenter's desk and both public address podiums. The Dais was re-organized in an oval shape to allow Council to speak directly with the Directors and public presenters directly. The existing awkwardly placed access ramp was moved to behind a wall to give the Chambers symmetry while maintaining ADA access for the disabled up to the Dais. Every Dais desk station is ADA Compliant & has internet/intranet access, individual computer screens for voting and to view PowerPoint presentation and access staff reports. Other areas of renovation include new carpeting, new acoustic ceiling with new LED lighting, special broadcast lighting, and sound system. New acoustical wall diffusers help to mitigate echoing and reverberation. This project incorporated many security components and workplace safety features such as, bullet-resistant panels (under the desk counter) for Council members and staff, and 2 desk stations for public safety officers. The added protection will allow staff to "duck and cover" in case of danger. BOA worked intimately with our AV Technology and Information Technology consultant (Triton Technology) to create ADA compliant AV systems with a hardware and software plan to provide utilities, locate new computer equipment, ambient and broadcast lighting, dedicated computer servers, state-of-the-art new "cube screens" video LED wall, and customized workstations for the City's broadcast staff. The same level of attention to the details was given to the retrofit of the locating of fire sprinkler heads and alarm devices. The greatest challenge for this project was the extremely compact schedule of 10.5 months for design, public bidding, and construction. BOA coordinated closely with the City for the Building-Safety Dept. plan reviewer to perform plancheck in the preliminary design phases to resolve accessibility and outstanding issues before starting construction documents, making the formal plancheck and building permit approval easy and seamless. BOA and its Design Team worked weekends and overtime to meet every critical path deadline. During the bidding process and construction phase, BOA gave this project the highest priority by answering and resolving RFI's within 1-2 days, and being on-call to meet with the construction team to expedite the construction process. The construction completed "on-time" to accommodate a very important citywide City Council Meeting. Irvine can now showcase its newly remodeled City Council Chambers with State-of-the-Art architecture and AV Systems.



# IRVINE CITY HALL, INFORMATION SERVICES DEPT. STRATEGIC SPACE PLANNING, & TENANT IMPROVEMENT



7/11/2019



## I.T. DEPT. 3<sup>RD</sup> FLOOR PLAN

## COMPUTER ROOM FLOOR PLAN

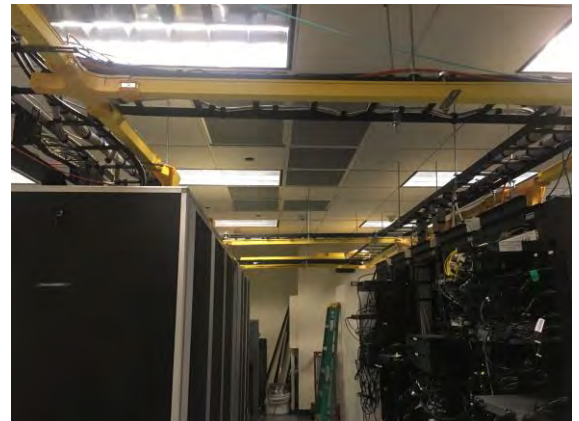
**Client:** City of Irvine, Eric Gruber

**Architect Team:** Edward Lok Ng, Kyle Ng

**Date completed:** from March to Dec. 2019

**Construction Cost:** \$800,000

**Project Description:** Currently in the design phase at Building-Safety Dept plancheck. Construction to start Sept. 2019. BOA Architecture provided a workplace needs assessment study and space planning of the City's Information Services Department. The final selected floor plan design was an "open plan" concept that allowed visual access to almost every corner of the department. The plan consolidated the existing Information Technology and, TI Customer Service, and GIS Departments. Liberal use of glass partitions at private offices and low-height partition desk solutions will promote internal communication. The open plan also allows for views to the exterior as well as natural lighting. Excess circulation corridors were eliminated, giving way to allow for more workstations and efficient office circulation. The entire Information Services office of this 7,800 sf area will be renovated with modern HVAC/Lighting/Data systems, new furnishings, new workplace cubicles new additional private conference rooms and new addition private offices. Renovation of the existing computer room to provide a new "Clean Agent" fire suppression system (with isolated HVAC system) to protect the City's all important computer servers that handles emergency operations, police and all City files and records.



**provide "Clean Agent" fire suppression  
at computer rm.**



# IRVINE POLICE DEPARTMENT WORKPLACE SAFETY



Lobby

**BEFORE –  
Police**



**Proposed new Secure Police Dept. Lobby & Public Counters**

**Client:** City of Irvine, Dept. of Public Works

**Construction completed:** December 2017

**Contact:** Alex Salazar, Public Works Sr. Project Manager, 949-724-7408

**Architect Team:** Edward Lok Ng, Miguel Andrade, Leo Arteaga **Construction Cost:** \$300,000

**Project Description:** BOA Architecture provided architectural design to the renovation and Tenant Improvement of the public lobby, secured public counter, and secured back-of-the-counter staff areas for the Irvine Police Department at City Hall. This project incorporated many security components and workplace safety features such as, restricted access to the public, and bullet-resistant panels (under the counter) and at the police public counter, sliding bullet-proof glazing which allowed staff to manually close themselves off from the public in-case of danger. Also, a part of this workplace safety project was installing bullet-proof panels under the public counter at 5 other city departments; including Public Works Dept. (OSF Facilities), Community Development Dept., Community Service Dept., Main City Hall Reception, and the City Council Chamber Dais. The added protection will allow staff to “duck and cover” in case of danger. All these amenities were added to safeguard the front reception counters and allow staff to have visual access to the lobby to view possible threats and at the same time maintain personal customer service. The biggest challenge, and most rewarding was to provide safety (bulletproofing) to the staff and at the same time maintain a customer friendly perception, and face-to-face interaction with the public. BOA worked closely with the reception counter user staff to create 5 ergonomic work stations that is comfortable for the staff, and they are able to have easy and convenient “reach ranges”. To allow face-to-face interaction, we developed a sliding bulletproof glass system that the staff can easily open and close; open to speak, unobstructed with customers, and pushed to slide and lock closed, in case of danger. As built, “mission accomplished”, the Irvine Police Department was able to maintain its long-lasting policy for being customer friendly while protecting its staff.



**AFTER**

# LOS ANGELES COUNTY DEPARTMENT OF BEACHES & HARBORS, C/O INTERNAL SERVICES DEPARTMENT As Needed Architectural Services

**Client:** LA County ISD **Architect Team:** Edward Lok Ng, Anthony Wu

Since 2001, BOA has completed approximately 40 projects, ranging from \$20,000 to \$2,000,000 in construction cost. Projects ranged from facilities renovations & tenant improvements, HVAC replacement and upgrades, structural seismic evaluation and retrofit, parking lot upgrades, facilities expansions, ADA Compliance upgrades, feasibility assessment reports/studies, parking lot improvements, façade improvement, and roof repairs. The following is a list of select projects:

- Sea Scout Facility – ADA Renovation
- Sea Scout Facility – Facility Assessment Report
- Two Floating Gangways – ADA Renovation
- Long Beach County Courts Ceiling Replacements
- County Beaches Parking Lot Assessment
- Men's Central Jail – HVAC Renovation
- Dockweiler Beach – Light Fixture Assessment & RV parking lot
- Lifeguard Tower Modifications
- DBH Administrative Facilities – Balcony Assessment
- ISD Data Center HVAC Renovation
- Weights & Measure Interior Renovation
- District #3 HQ ADA Renovation
- Juvenile Detention Center Playground
- ISD HQ Mail Facility
- Fire Department HQ – Plumbing Replacements



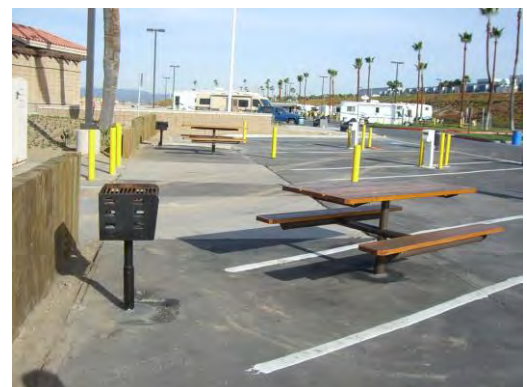
ADA Compliance for Sea Scout facilities,  
Marina Del Rey, CA



ADA Compliance Floating Ramp, at Marina  
Del Rey, CA



HVAC replacement and roof repair, at  
County Courthouse



ADA Compliance parking lot and paving  
replacement at Marina Del Rey, CA



## LOS ANGELES COUNTY FIRE DEPARTMENT

### As-needed Architectural Services

For the 60 projects BOA managed and designed, all were “on time” and “on budget”. The accuracy of our construction cost estimates, Quality Control, and response to potential problems were deemed exceptional. BOA successfully managed and designed as many as 5 facilities projects concurrently.

From 1989 to present, BOA has completed approximately 60 projects, ranging from \$20,000 to \$4,000,000 in construction cost. Although we designed 2 new Fire Stations, all other assignments were renovation/repair of existing fire stations. BOA expedited all services from facilities programming, design conception, construction documents, to construction administration. Projects ranged from new fire stations, facilities additions, renovations, tenant improvements, HVAC upgrades, structural seismic evaluation, gender accommodations, and parking lot/landscape upgrades, facilities expansions to accommodate fire apparatus, ADA Compliance upgrades, feasibility assessment reports/studies, and roof repairs. The following is a list of select fire station projects:

- New Fire Station #83 – 4000 sf facility with 2 apparatus bays
- Temporary Fire Station #83 – Renovation of Parks building for fire station use
- New Fire Station #71 in Malibu – 4000 sf facility with 2 apparatus bays and 6 dorms
- Fire Station #110 – Expansion of Apparatus bays, and offices, and interior modernization
- Fire Station #56 – Added 2 new Apparatus garages
- Fire Station #187 – retrofit of entire exterior hardscape and parking lot paving
- Fire Station #107 – 12 new dorm rooms
- Fire Station #44 – renovate 8 dorm room and restrooms for gender accommodation
- Fire Station #70 – renovation entry lobby and offices, ADA improvements
- Fire Station #66 – Septic Tank sewage pipe upgrades
- LA County Fire Dept. Headquarters – plumbing modernization to all facilities at Headquarters



New Fire Station #83, Rancho Palms Verdes, CA



Fire Station #110 – Addition and Renovation, Marina Del Rey, CA



New Fire Station #71,  
Completed 2015,  
Malibu CA

## Tidelands Beach Restrooms

**Client:** City of Long Beach, Public Works Dept. Parks, Recreation & Marine Dept. Reuben Tolentino 714-412-5672

**Architect Team:** Edward Lok Ng, M. Andrade **Construction Cost:** \$5,000,000 **Construction Completed:** 2016

**Project Description:** Located on the beaches off Long Beach's Marine Stadium, Alamitos Bay, Rainbow Harbor, Alamitos Beach, and Junipero Beach, BOA designed 8 new beach restroom facilities and extensively renovated 2 more. Their locations designation are; Mothers Beach South, Bayshore North, Bayshore South, 62<sup>nd</sup> Place, Granada Av., Junipero Av., Cherry Av., Coronado Av., 8<sup>th</sup> Place, and Queensway adjacent the Aquarium. Each location was architecturally designed to be compatible with the nearby community. Functions of the new building included individual beach changing rooms with toilet, a bank of common lavatories are stationed under a covered shade immediately out the changing rooms. Nearby outdoor beach showers are conveniently located. All areas of the facility are fully accessible and ADA compliant. Ease of maintenance and Crime Prevention Through Environmental Design were important considerations in the design and orientation of the new buildings. As a result heavy-duty stainless steel plumbing fixtures, fiberglass doors & frames, and CMU interior walls were chosen. Liquefaction and a high water table were geotechnical issues that needed special attention. Thus, over-excavation & mat concrete slab were used to mitigate differential settlement and soil instability. As public artwork, each beach location was enhanced with ocean themed tile wall mosaic and mosaic tiled sidewalks. This was directed by the City and designed by BOA.



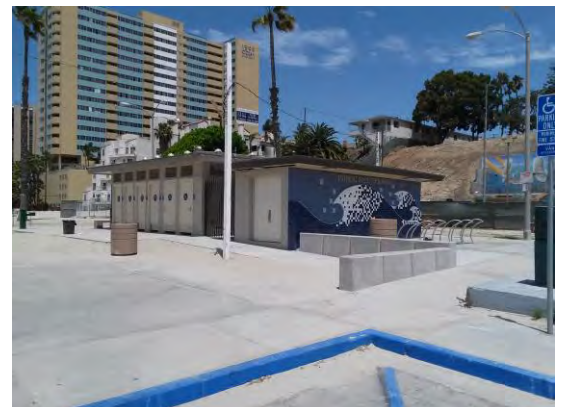
**Queensway Beach Restroom**



**Mother's Beach South Restroom**



**Granada Ave. Beach Restroom Renovation**



**Cherry Ave. "pre-fabricated" Beach Restroom**



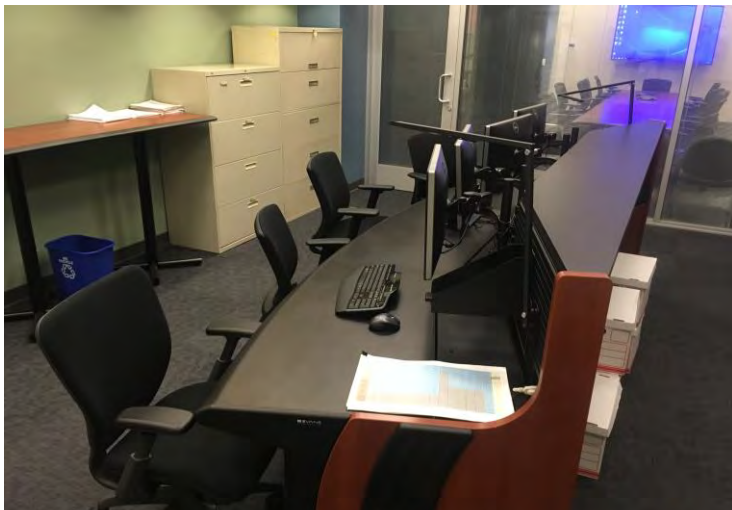


## LONG BEACH TRAFFIC MANAGEMENT CENTER INTERIOR RENOVATION

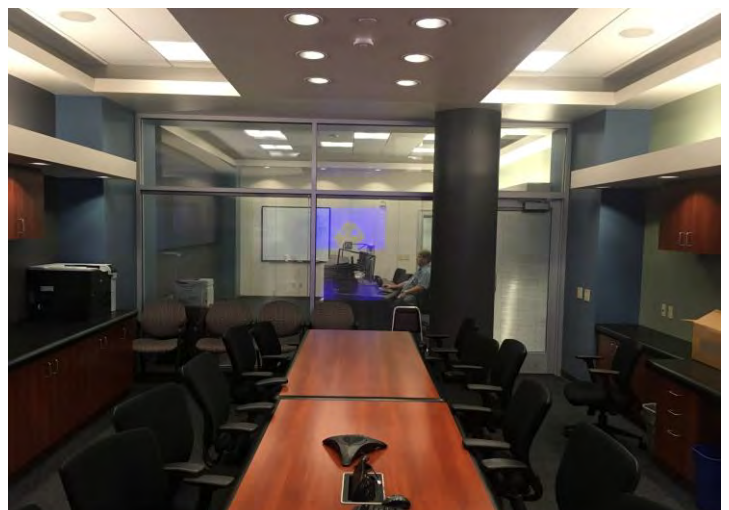


New State-of-the-Art “Cube Screens” Video Display

**Client:** City of Long Beach  
**Architect Team:** Edward Lok Ng, Miguel Andrade  
**Construction Cost:** \$300,000  
**Project Description:** BOA Architecture was commissioned to design an interior renovation project to transform an existing 1000 S.F. municipal classroom/training room in the basement of the City Hall into a new Traffic Management Center that would have a new conference room with seating capacity of 16 people and new “operations hub” to monitor and assist in the migration of traffic gridlock throughout the City. We worked extensively with our Electrical Engineers and Owner’s Users to ensure climate control as the AV equipment are temperature/humidity sensitive. BOA worked with the City’s AV Technology and Information Technology consultant to create a functional plan to provide utilities and locate equipment, lighting, dedicated server, state-of-the-art new “cube screens” video display, fire suppression, conference room and customized workstations.



New Customized Workstations



New conference room with seating for 16 people with an “operations hub” beyond conference room



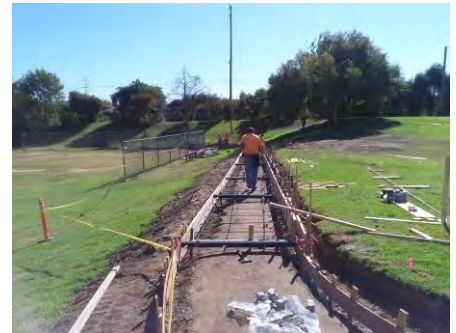
Accessible sloping walkways to baseball field, dugout area, and with new fencing

## Grant Rea Park Modernization and ADA Compliance

**Client:** City of Montebello, Dept. of Public Works, contact: Danilo Batson, Public Works Director

**Architect Team:** Edward Lok Ng **Construction Completed:** 2016 **Construction Cost:** \$500,000

**Project Description:** Located on the eastern edge of Montebello, in a suburban setting, in a Design-Build team with Access Pacific, general contractor, BOA designed the modernization and ADA Compliance of the entire park with renovation of 3 restroom buildings. Every effort was made to minimize disturbance to existing site topography and serenity of the park. Instead of ramps with obtrusive handrails, we used gentle sloping concrete walkways at 5% slope without handrails. The project included total renovation of 3 sets of restrooms, walkway bridges over drainage swales, new sloping walkways, new baseball field fencing, paved accessible trails, accessibility signage, and new accessible parking, and replacement drinking fountains.



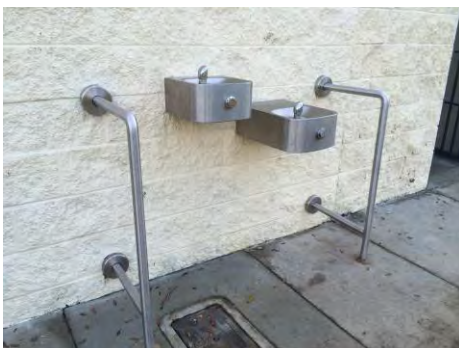
Construction of accessible walkways



Walkway bridge over drainage swale



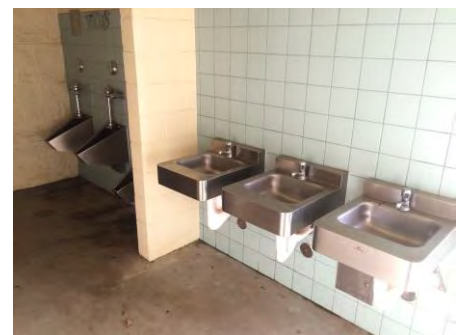
Service and pedestrian access to batting cage



New accessible drinking fountain Compliance



new restroom gate



new restroom renovation for ADA



BOA Architecture

# Newport Beach, Renovate 5 Beach Restrooms & Clubhouse

**Client:** City of Newport Beach, Public Works Dept.

**Construction Begin:** Oct. 2020

**Architect Team:** Edward Lok Ng, Miguel Andrade

**Construction Cost:** \$500,000

**Project Description:** Currently in the design phase, BOA was commission to design improvements and to repair 5 Beach restrooms and a 1000sf community center clubhouse. At the 5 beach restrooms, work included; new concrete walkways for hazard mitigation and ADA compliance, replace flooring, patch/repair rotted wood beams, replace plumbing fixtures, repair roof, replace security mesh, new ventilation louvers, and painting. At the Cliff Dr. Community Center Clubhouse, work included; replace rotted wall studs & wood siding, replace HVAC system, ceiling insulation & drywall, new lighting, replace concrete walks for ADA compliance, new planter walls with skateboard deterrent, and painting. Five of these City owned facilities are right on the beach while the Cliff Dr. clubhouse is within half-a-mile from the beach. Because of the close proximity to the coastline, and its unique weathering effects on buildings, BOA utilized special mitigation to combat the constantly salty and moist air. Instead of steel roof flashing, we used copper flashing to minimize metal corrosion. We covered all exposed roof rafter tails with copper cap flashing to minimize wood rot. The existing buildings have very minimal roof overhangs, so we redirected rainwater further away for the exterior walls and exposed wood beam at the side of the building with use of copper "eye brows" located at the roof fascia. We also recommended to painting over existing stained wood beams with heavy-duty paint. The stain had provided very little protection for the exposed wood beams, which showed severe weathering.



Repairs & Upgrade to Cliff Dr. Clubhouse



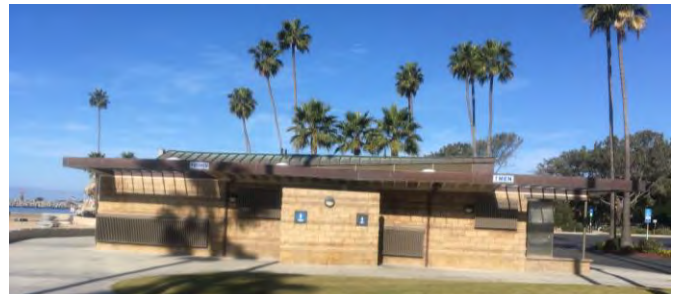
Repairs & Upgrade to Channel Beach Restrooms



Repairs & Upgrade to Howald Park Restrooms



Roof Repairs & New Mesh Screen, Balboa Pier Beach Restroom



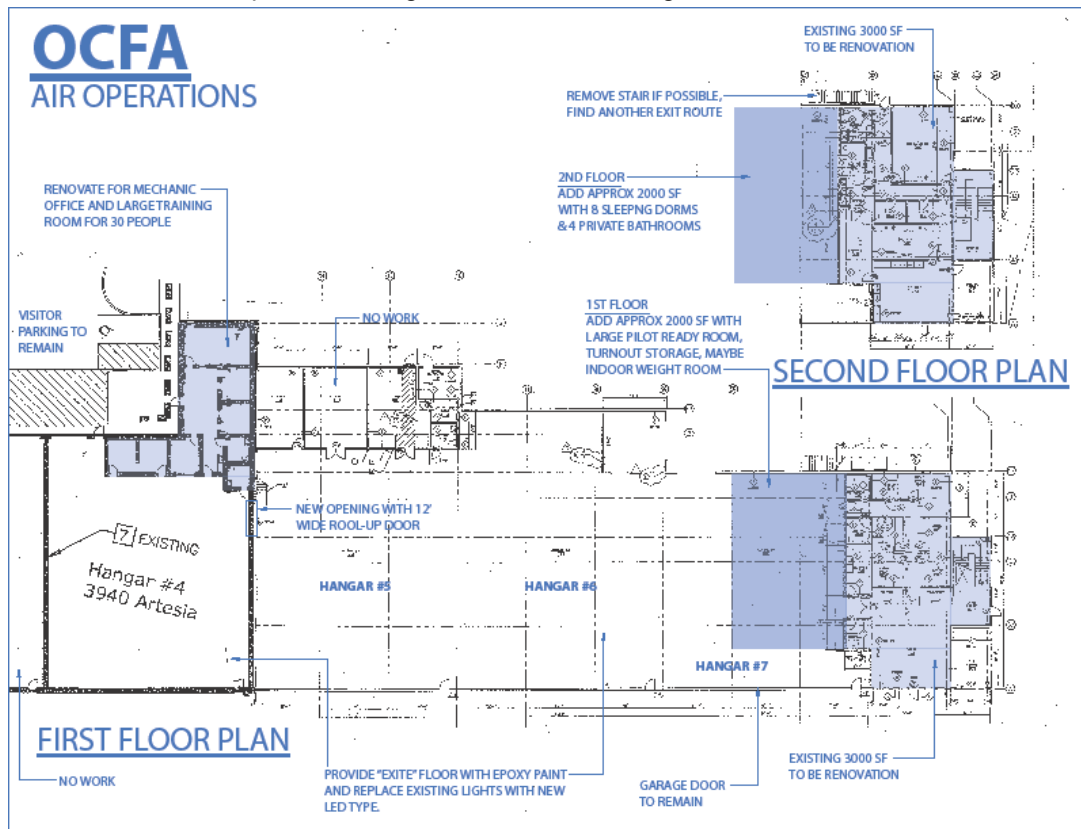
New Ventilation Louvers for 2 Corona Del Mar Beach Restrooms

# OCFA Fire Station#41, Air Operations, Fullerton Airport



**Project:** OCFA Fire Station #41, Fullerton Airport, **Construction Cost:** \$1,500,000 **Construction start:** Dec. 2020  
**Client:** Orange County Fire Authority, Patrick Bauer 714-573-6471. **Architect Team:** Edward Lok Ng, Kyle Ng, L Arteaga

**Project Description:** Currently in the design phase, BOA is adding 4000sf and completely renovating 6000sf (total of 10,000sf) on 2-stories to create a new "state-of-the art" Air Operations fire station at the Fullerton Airport. This interior addition/renovation project is located within an existing large airport hangar building on the North side of the Airport. This special fire station is designed to accommodate 6 helicopters and 11 flight crew per shift for 3 work shifts, with capacity to double the flight crew during high danger fire season. This facility has 3 hi-bay hangars for 6 helicopters. The hangars are equipped with aircraft cranes for helicopter repair and maintenance. White epoxy concrete floors facilitate visual accessibility, especially for the mechanics. Air Operation functions include; helicopter maintenance workshops & parts storage, 11 private gender-neutral dormitories, secured storage for flight goggles & narcotics, 5 private restrooms/showers, weight training room, living/dayroom, dining, and kitchen, BBQ deck, emergency generator, 8 office workstations and large "flight ready" room. The exterior and interior were designed in the contemporary-modern style to be consistent with recent OCFA fire stations. Breakups in massing, red color accents, glass storefront window/doors & glass garage door (for weight room), and smooth white drywall were used to provide an uniquely modern industrial airport architecture when coupled with exposed steel beams and metal siding of the existing hangar building. For sustainability, all existing fluorescent light fixtures will be replaced with high-efficiency LED dimmable lighting, and extremely low flow plumbing fixtures to minimize water usage. For added energy savings and noise-control, all exterior walls and attic space will be heavily insulated. Another dramatic energy saver was blending natural ventilation with a new high-efficiency HVAC system. Lastly, the asphalt paving in front of the hangar doors will be replaced with new concrete paving to minimize the nuisance of loose gravel kicking up when the helicopters take flight.





# Proposed OCFA Fire Station#41, Air Operations



**View looking North, from airfield**



**Proposed view from with hangar**



**Proposed Pilot Ready room**



**Proposed 2<sup>nd</sup> floor kitchen**

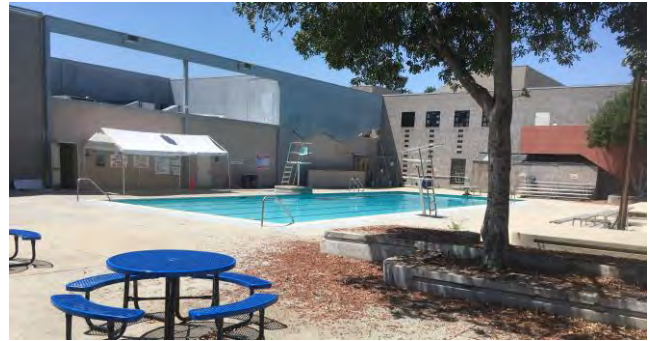


**Proposed dining room**

# Pasadena Villa Parke Pool Deck & Equipment Replacement



Replace Pool Deck, Diving Board, Bleachers



Replace Pool Deck, Remove Trees & Planter Walls

**Project:** Pasadena Villa Parke Community Pool Deck & Equipment Replacement **Construction Cost:** \$700,000

**Location:** Villa Parke, Pasadena, CA

**Architect Team:** Edward Lok Ng, Leo Arteaga

**Client:** City of Pasadena Dept. of Public Works, contact: Tiffany Chen PE (626) 744-6771 **Year Built:** 2021

**Project Description:** This project is currently at the end of the design phase with construction to start Dec. 2020. BOA Architecture was commissioned to modernize this old municipal community pool facility at the Villa Parke Community Center. Most of the old pool equipment room will be replaced; pool filters, circulation pumps, pit submersible pump at backwash pit, boiler, and along with their associated plumbing pipes. On the pool deck, everything on the deck will be replaced; including; pool strainers, deck drains, lifeguard stands, diving board, lockers, light poles, gates, pool depth markers, and bleachers. A new feature that pool patrons will enjoy year-round is the a new shade canopy structure that will protect the bleachers from the sun. New electrical power and lighting will allow for extended night-time activities such as; night swimming and movie-night at the pool with a big screen. Adjacent to the pool deck and also a part of this project, is the addition of a new entry lobby for the existing Boxing Gym and Weight Room. The new lobby will have direct access to the pool deck through the Weight Room.



Existing Pool Equipment to be Replaced



Existing Courtyard Between Boxing & Wt. Rm.



Proposed Interior of New Entry Lobby



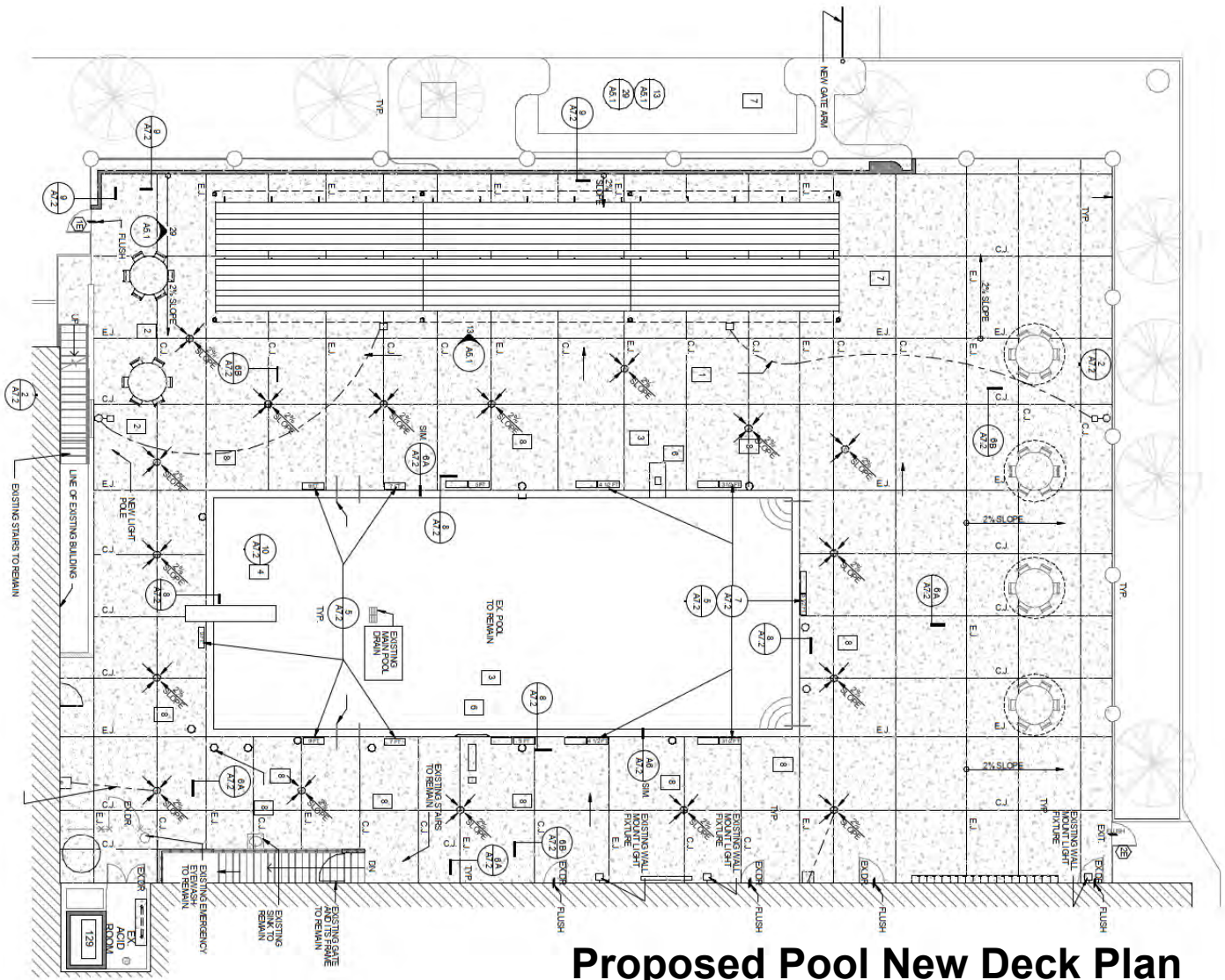
Proposed Exterior of New Entry Lobby



Proposed Interior of New Entry Lobby



# Pasadena Villa Parke Pool Deck & Equipment Replacement



**Proposed Pool New Deck Plan**



**Aerial View of Pool**



**Proposed New Shade Structure and Bleachers**

## COUNTY OF SAN BERNARDINO, Special Districts Department

In 2010 BOA Architecture was selected to provide Architectural On-Call Services on behalf of the County of San Bernardino –Special districts Department. We have completed the design of 7 renovation/addition projects in the cost range of \$25,000 to \$500,000. These projects are currently completed. The following is a list of projects performed for the Special Districts Department.

*The Ranch* – Located at 2052 Erwin Ranch Road in Big Bear City, 2013, the project is comprised of completely renovating and modernizing a clubhouse building, laundry and shower building. Utility upgrades was performed on all 8 buildings on-site, including 5 housing buildings (20 units) for camp lodging. The facility accommodates recreation camp functions including dining, housing, laundry and meetings. The scope of work included a new 3000 SF raised outdoor deck with trellis addition, replacement of 2 exit stair to second floor new laundry facilities, restroom renovations, new flooring and doors and utility upgrade to clubhouse and housing units. **Project Cost:** \$500,000



The Rancho, Big Bear, CA, 2013

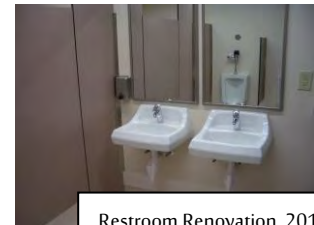


C-Station Pump,

*C-Station Pump Equipment Building Addition at Fawnskin, 2012* – At an existing pump house facility on the shores of Big Bear Lake, BOA Architecture designed 2 building additions to protect 2 large pieces of sewage pump equipment from the weather and to mitigate equipment noise. The new additions were designed to be not only compatible with the existing pump station building but to enhance its lakeside frontage. **Project Cost:** \$50,000

*Cedar Glen Bus Shelter & Kiosk, Cedar Glen, CA* – BOA Architecture was assigned to design a new central community bus shelter and message kiosk. BOA fashioned a distinctive architecture that took distinguishing elements from the Cedar Glen downtown area; locally quarried stone, steep sloped copper roofing, and “Craftsmen” style, and heavy timber, that the Cedar Glen town can call their own. **Project Cost:** \$50,000

*Joshua Tree Community Center Restrooms, 2015* – BOA Architecture renovated 2 existing dilapidated non-ADA compliant restrooms at Community Center for modernization and ADA compliance. New plumbing fixtures, toilet partitions, lighting, wall/ floor finishes, and an adjacent office wall was also remodeled. **Project Cost:** \$45,000



Restroom Renovation, 2015

*Joshua Tree Community Center New Roof over Racketball Court, 2015* – BOA Architecture designed a new roof over existing walls of a racketball court. BOA was able to justify the capacity of existing concrete/masonry walls to use the existing structure to support the new roof. **Project Cost:** \$35,000

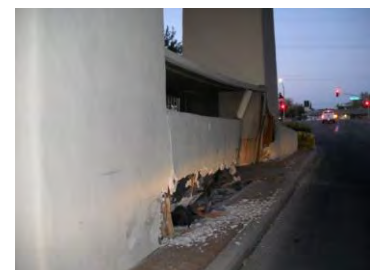


**Project Cost:** \$25,000

Spring Valley Entry Structure Repair (2013)

*Spring Valley Entry Structure Repair (2013)* – A wayward car smashed into the existing entry structure’s main pilaster causing near collapse. Within 2 weeks BOA Architecture produced architectural and structural engineering drawings that assisted the County to bid to competing general contractors and to secure Building permit. The county was extremely grateful for BOA’s responsiveness, construction was completed November 2012.

*Spring Valley Entry Structure Repair (2014)* – Soon after one of the two main pilasters of this historic entry structure (which leads into the residential community of Spring Valley), another wayward car struck the second pilaster again causing it to nearly collapse. Again BOA quickly responded with construction documents for bidding and construction. This time, new steel and concrete bollards were designed to protect the supporting pilasters. **Project Cost:** \$30,000



Spring Valley Entry Structure Repair (2014)

# **LOS ANGELES COMMUNITY COLLEGE DISTRICT (ELAC)**

## **East Los Angeles College Campus-wide - Accessibility Improvement Projects (Currently in Construction):**

**Owner:** Los Angeles Community College District, **Project Location:** Monterey Park, CA

**Owner Representative:** Eugene Santos, Cell: 714-869-8132

e-mail: [eugene.santos@build-laccd.org](mailto:eugene.santos@build-laccd.org)

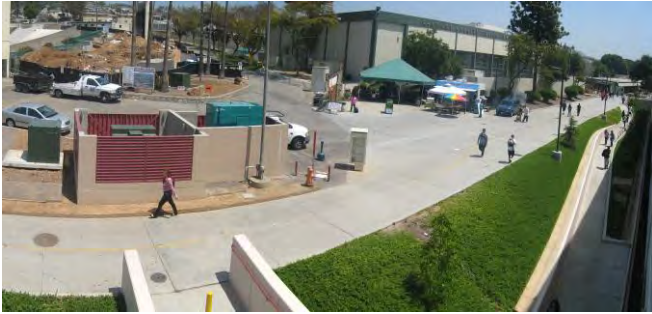
**Architect of Record:** Edward Lok Ng      **Construction Cost:** \$4 Million

**Date of Completion:** June 2017

In 2010, BOA was contracted to Design on-site accessibility improvements based on BOA's ADA Transition Plan report. The project was comprised of four components. The Accessibility Master Plan consisted of ELAC's Phasing and Implementation Plan for Campus Accessibility, including priorities, schedules, and scopes of work to implement barrier removals identified in the ELAC ADA Transition Plan. Exterior Wayfinding Signage throughout the campus, on-site exterior accessibility ADA improvements, visual observations from site visits, information obtained from Campus and District representatives, and a review of existing construction drawings of the site. BOA provided software development and support for the ELAC ADA Database. Subsequently, BOA provided accessibility master planning services in support of ELAC's Phasing and Implementation Plan for Campus Accessibility, including priorities, schedules, and scopes of work to implement barrier removals. For the Campus Wayfinding Signage worked with a subconsultant who served as the prime design consultant for this project and who retained the required services of wayfinding signage. BOA was responsible for project administration and ADA/CBC code analysis services. In the Exterior ADA improvements BOA collaborated with LACCD to prioritize barrier removals and define the project scope which addressed potential safety hazards and severe barriers. BOA coordinated these efforts with civil, structural, electrical, and landscape engineering work for the path-of-travel improvements to accessible onsite parking and to off-site public transportation stops. A key feature of this project has been early pre-design dialogue with DSA – LA to confirm submittal requirements, clarify specific code requirement, and obtain DSA's estimated schedule for initial review and back-check. Face-to-face dialogue with DSA has helped BOA and LACCD develop campus-specific projects with separate DSA A#s. This approach addresses the client's aim to facilitate early closeout and certification as work progresses while leveraging economies of scale. Currently this project has DSA approval and now to bid results. The Scope of Work included; exterior ramps, pedestrian bridge, accessible parking, path-of-travel, re-paving roadways, new concrete walkways, ADA signage, new exterior lighting and photometric study, repair of walkways and roadways, and coordination with other on-going campus project



Proposed separation between vehicular & pedestrian right-of-way –  
Ramps along with Courtyard hardscape & landscape design.



Proposal Pedestrian right-of-way separation from vehicular access and  
controlled accessible access in stadium



# CITY OF LONG BEACH,

## As-Needed Citywide ADA Facilities Compliance

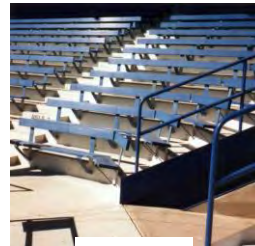
For the 60 projects BOA managed and designed, none were ever delivered late. All were “on time” and “on budget”. The accuracy of our construction cost estimates for each project was 96% comparing Final estimate vs. Actual Bid. BOA successfully managed and designed as many as 9 facilities projects concurrently. This As-Needed contract has been renewed every year since 1995.

Since 1995 to date, BOA has had an As-Needed contract with the City of Long Beach, Public Works Dept. to design ADA Compliance architectural improvement projects and other A/E renovation projects. BOA has completed over 50 ADA compliance projects to date (totaling over 1,000,000 GSF of building area) as part of the City's implementation of its ADA Transition Plan as part of a \$40 million CDBG grant dedicated specifically for ADA Compliance projects. BOA was responsible for ADA Transition Plan validation, field surveys/assessment, cost estimates, architecture design for ADA Compliance corrective actions, specifications, construction documents, and construction administration. BOA often managed multiple projects, as many as 10 ADA Compliance projects concurrently. In addition to ADA compliance, BOA also designed fire stations, and many parks/ recreation/ marine facilities projects in the \$50,000 to \$1,000,000 range. Select projects completed are listed below, followed by their construction cost:

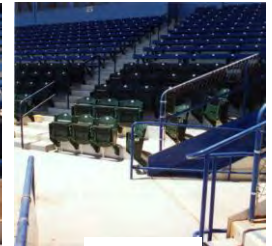
- North Long Beach Branch Library - \$150,000
- Burnett Branch Library - \$150,000
- Bret Harte Branch Library - \$100,000
- Main Library - \$300,000
- Long Beach Sports Arena, - \$1,000,000
- Terrace Theater and Convention Center - \$1,500,000
- Fire Station #11 Renovation - \$300,000
- Long Beach Senior Center - \$400,000
- El Dorado Park Nature Center - \$150,000
- Convention Center Parking Structure - \$100,000
- Belmont Plaza Pool & Community Center - \$400,000
- Elevator - Citywide - \$300,000
- El Dorado Regional Park-West - \$700,000
- Blair Field, 3000 seat baseball stadium - \$400,000



Long Beach City Hall Renovation  
and ADA renovation

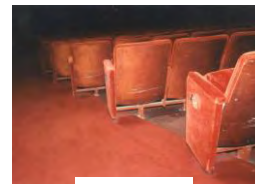


BEFORE

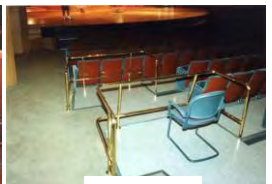


AFTER

Blair Field Baseball Stadium, ADA



BEFORE



AFTER

Terrace Theater & Convention Center ADA



El Dorado Park, Modernization



## On-Call ADA Compliance Plan Review Services- City of Placentia

Project Owner:

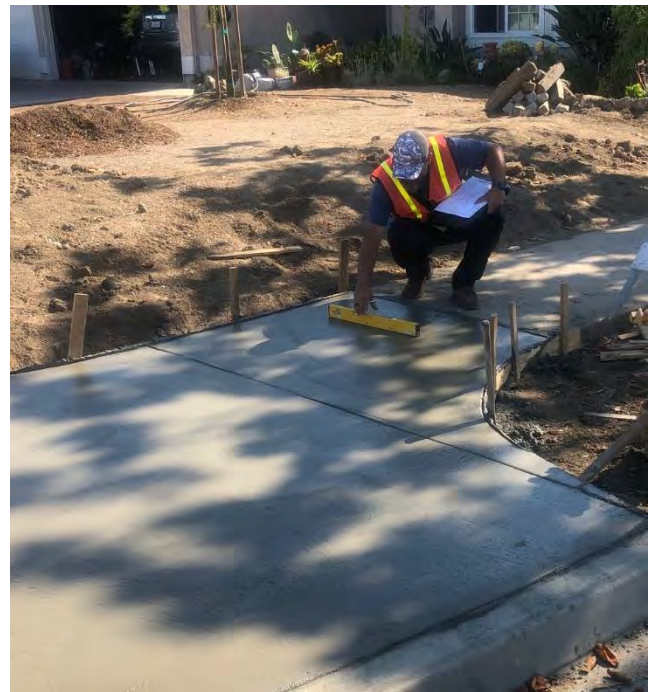
**City of Placentia, Public Works Dept.  
Luis Estevez, Public Works Director  
& Masoud Sepahi**

**Tel: (714) 993-8120 Email: [lestevez@placentia.org](mailto:lestevez@placentia.org)  
Sept. 2015 to present**

### Architect Team:

Edward Lok Ng, Architect; Leo Arteaga, CASp  
ADA Compliance Plan Review services for the City of Placentia, Public Works Dept. Our role is to provide plan review services to ensure that construction drawings comply with accessibility standards based on the California Building Code, and the Americans with Disabilities Act Accessibility Guidelines. The City has made ADA Compliance Plan Review a requirement for new and renovated in the City Right-of-Way and City owned parking lots. We have reviewed a wide range of facilities under the City's building permit process, including housing tract development with ROW improvements, industrial developments with ROW improvements, City streets/sidewalk curb ramps improvements, and related site improvements.

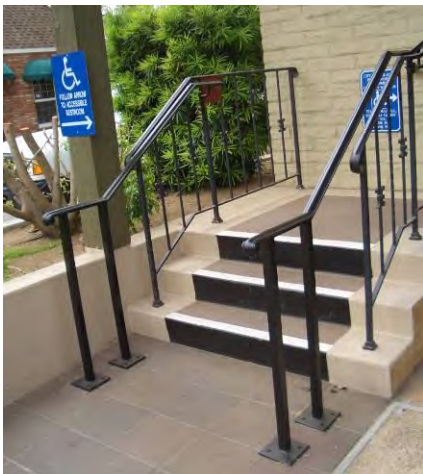
BOA's plan review service provides timely, accurate plan reviews and back reviews coordinated with the Public Works Dept. A BOA accessibility plan review includes accurate code interpretation, review of construction plans, identification of areas of nonconformance, and follow-up consultation with project designers prior to back review. Additionally, we provide construction support, for example; assist the builder to verify curb ramp slopes before and during the pouring of concrete. We also provide reports to validate/certify what was built was in conformance to the to the ADA Guidelines.







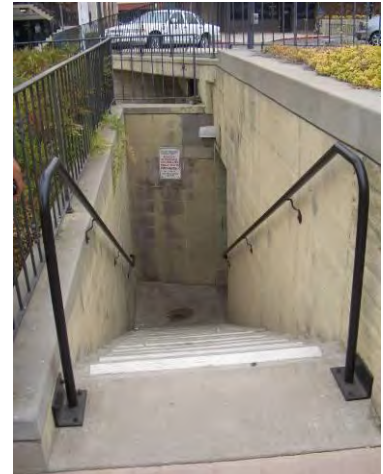
New ADA Compliance improvements at the Civic Center entry reception counter, public restrooms, interior ramp with new handrails



New ADA signage, stair nosing and handrails



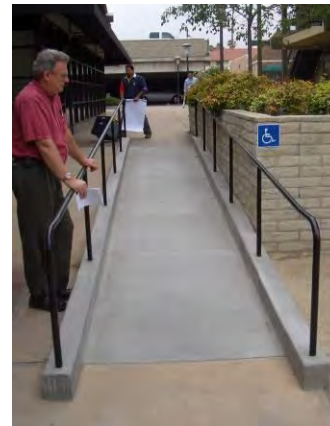
New ADA, stair nosing and handrails



New ADA, stair nosing and handrails at parking structure



New ADA Compliant ramps, handrails, and ADA signage throughout the City of Redlands Civic Center

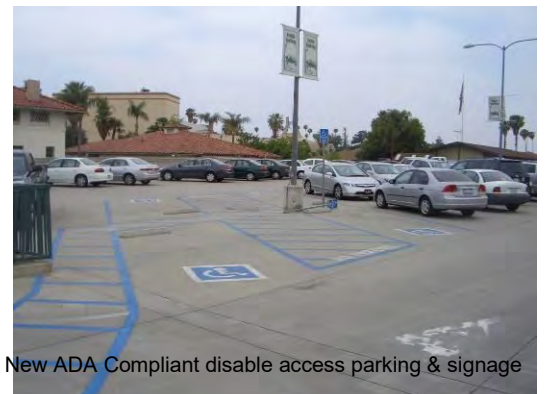


## Redland City Hall Improvements & ADA Compliance

**Client:** City of Redland, CA

**Construction Cost:** \$500,000 CDGS funds

**Project Description:** BOA was commissioned to design for ADA Compliance and modernization for the civic center plaza, City Hall, engineering dept. and Community Development. Work included; front door entries, public counter retrofit, restroom retrofit, door hardware replacement, new walkways, new ramps, ramp retrofit, stairs retrofit, sitework/parking lot/landscape improvements, new handrails, and signage for better "way-finding."



New ADA Compliant disable access parking & signage





## San Pedro Main Post Office ADA Retrofit and Façade Improvement

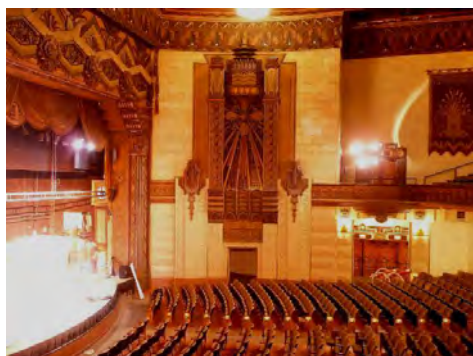
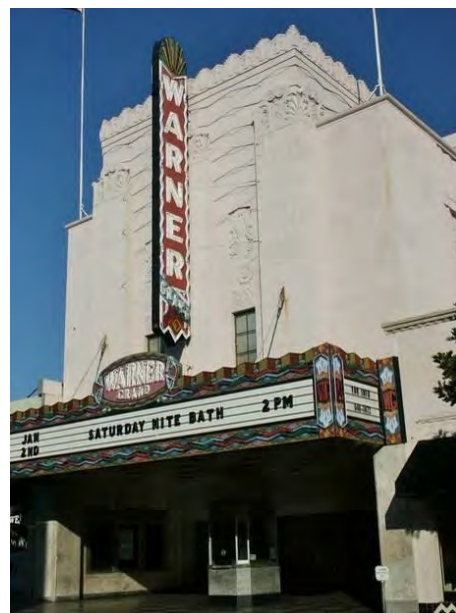
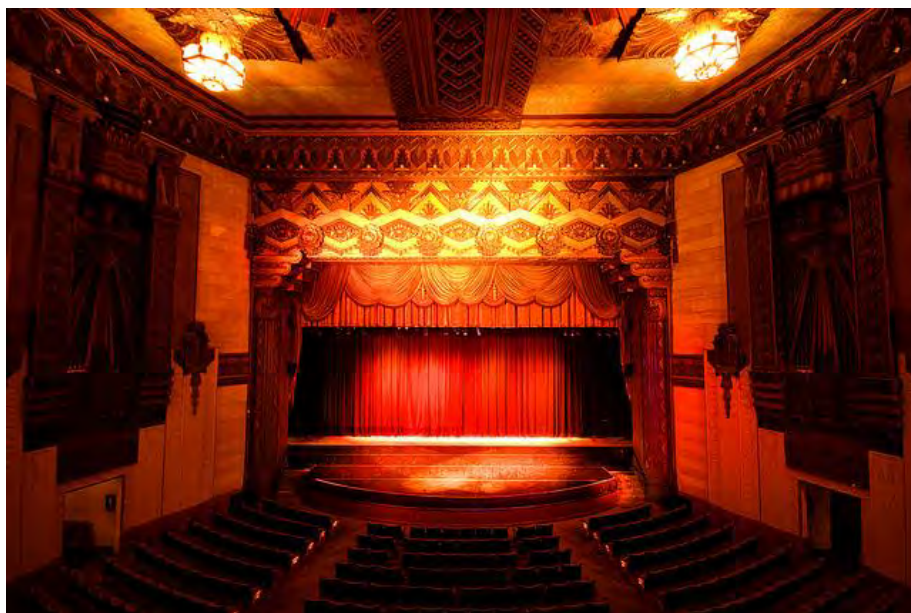
**Project:** San Pedro Main Post Office, ADA Retrofit and Façade Improvement, San Pedro, CA

**Client:** United States Postal Service    **Contact:** Terry Sakatani (562) 494-2313

**Architect Team:** Edward Lok Ng, Anthony Wu    **Construction Cost:** \$1,200,000    **Completion Date:** February 1999

**Project Description:** BOA completed the facilities assessment, feasibility study, ADA transition plan, and designed the ADA retrofit improvements and Façade Improvements, to this 1930's Art Deco San Pedro historic landmark. ADA improvements included both public and employee restrooms, second and third floor restrooms renovations for the building's office tenants, post office retail areas, and two (2) new accessible elevator controls. The entry lobby was reconfigured for security control and separation of the tenant-vs-post office function. Because this is a Historical building, exterior windows, doors, railings conformed to the original drawings/specifications. Even though existing public counters did not meet ADA requirements, they were exempted because of the building's historic significance. The new painting scheme was colorful in the Art Deco motif. Please note that BOA completed the ADA transition plan for 30 USPS facilities in the Long Beach/LA area totaling 300,000 gsf.





## Warner Grand Theater Facilities Historic Assessment & ADA Compliance

**Report Completed:** 2012      **Architect Team:** Edward Lok Ng, Leo Arteaga, Miguel Andrade

**Client:** City of LA, CRA-LA, Megan Hunter 310-241-1377

**Project Description:** BOA performed a facilities assessment for historic impact, facilities condition, and ADA Compliance, and BOA completed the Schematic Design for cabaret seating & ADA compliance to this historic art deco 1500 seat full production theater with 35,000 sq f.t. of building area comprising of a main theater level with second level balcony seating, first & second level lobbies, facilities operations offices, basement dressing rooms, and retail lease spaces at the street level. Architectural services included:

1. Conduct interviews with theater operator and staff, and Grand Vision Foundation staff to assess needs.
2. Provided Assessment and analyze existing spaces and program onto a database.
3. Review all relevant Owner's documents to become familiar with its requirements/challenges, and historic significance in San Pedro and Los Angeles.
4. Assessed the existing electrical system; power, lighting, signaling/alarms. Make recommendations for improvement and future needs.
5. Assessed the existing HVAC and plumbing systems. Make recommendations for improvement.
6. Provide comprehensive cost analysis for all design recommendations onto a database.
7. Assist the Owner to prioritize implementation and phasing as funds become available.
8. Provide comprehensive historic impact to recommended corrective actions to facilities modifications and repair. Coordinate corrective actions with the City of LA Historic Preservation Architect.
9. Provide graphic CADD drawings/sketches to convey design solutions for ADA Compliance & functional improvements.
10. Coordinate with the Owner's Theater Marketing consultant to make a series of renovation recommendations to improve the marketability of the Warner Grand. Items include but limited to; greater stage depth, new loading area off the alley, new elevator to basement dressing room and Green room, and second level balconies, and options for smaller theater seating, 600 to 800 seats.
11. Provide an oral and written presentation of the Report to Grand Vision Foundation and Owner.

BOA provided the above services in a comprehensive Report, complete with photos and floor plan graphics, in an ACCESS database. Our database will allow the Owner to compile a variety of useful budget reports for grant application etc., and to update the Report as corrective action renovations are done to the future.

## **PROVEN APPROACH**

BOA has an establish and proven approach to ADA Compliance. We have developed ADA checklists to quickly identify barriers to the Disabled. We have in-house staff with an over-abundance of ADA Compliance project experience. We have very accurate ADA Compliance cost estimating. BOA also has an in-house Quality Control program to ensure project thoroughness.

## **ADA COMPLIANCE CHECKLIST**

Through nearly 30 years of application, BOA has developed and refined their own ADA Compliance Checklist derived from State Code Title-24 and federal ADA Guidelines, used on all projects for public agencies. Our ADA Compliance Checklist provides a comprehensive and efficient method for analyzing existing facilities, site work, and special conditions. Specific areas of concern are ramps, stair, elevators accessible site amenities, corridor and door widths, proximity of reserved "accessible" parking to entrances, heights of counters, plumbing fixtures, types of door hardware, and signage. The ADA Compliance Checklist organizes field survey information and becomes an integral part of the ADA Transition Plan and design program from which to formulate design options.

Besides checklist/building code items, BOA will also be evaluating situations where architectural changes in existing buildings may not be feasible or desirable. In that case, some other reasonable accommodations need to be made. For example, at a library, one would probably not be required to lower all library book shelves to accommodate disabled patrons. One should, however, have a policy whereby an able-bodied staff could assist a disabled patron in accessing otherwise unreachable books. Another example, at an existing facility, a new hi-low accessible drinking fountain will probably not be required if an existing accessible drinking fountain or a bottle/cup filler was located, relatively close by. In this case, a directional sign will be all that will be required.

## **IN-HOUSE EXPERTISE**

The assigned personnel, staff that will work directly on your projects, are well qualified. Particularly, Edward Lok Ng, Principal, has been the Project Manager and Designer for most of the municipal civic center, parks and recreation projects listed and for all of our recent bath house projects. His extensive municipal and community center experience has led to his appointments to the City of Long Beach Disabled Appeals Board and the City of Downey Design Review Board which reviews numerous commercial and Public Works design projects. He has personally designed more than 300 public works facilities projects for the sole purpose of ADA Compliance. His knowledge of repair/modernization type constructions cost and the federal ADA guidelines will aid in the development of accurate assessment reports. In addition, the entire staff that designed and administered the construction of more than 500 recent Governmental facilities projects for ADA compliance are still employed by BOA.

## **ACCURATE COST ESTIMATE**

Our public works construction cost database gleaned from our recent municipal ADA compliance projects have been very accurate and up-to-date. We have "line item" cost for just about all ADA Compliance components, e.g., elevator, stairs, restrooms, flooring, roofing, lineal feet of handrail, ramps, disable access parking, door and door hardware, public counters, security systems, book shelves, plumbing fixtures, etc. We also have a close relationship with many local area general contractors who have extensive Public Works modernization/repair experience. As a result, our in-house construction costs estimate for Public Works projects, when compared to actual contractor bid price have been 93% accurately.

## OTHER RELEVANT EXPERIENCE

Besides facilities modernization and repair projects shown on the previous pages, BOA also has design experience on nearly every municipal and county building type. The following select lists of projects exemplify our architectural design experience. We have also provided their construction cost and brief descriptions.

### **Parks/Recreation/Community Centers:**

- Sierra Madre Teen Center  
Client: City of Sierra Madre, \$900,000.
- Hawaiian Gardens Youth Center Head Start Program Client: City of Hawaiian Gardens, \$800,000.
- Jesse Owens In-door Swimming Pool Facility  
Client: L.A. Co., Dept. of Rec. & Pks., \$4,000,000.
- Bartlett Annex Senior Social Services Center  
Client: City Torrance, \$200,000.
- Hawaiian Gardens Senior Center  
Client: City of Hawaiian Gardens, \$1,000,000.
- Veterans Park Senior Center  
Client: City of Redondo Beach, \$800,000.
- Perry Park Youth Community Center/ Addition/Renovation Client: City of Redondo Beach, \$400,000.
- Rosemead Community Center Addition/ Renovation Client: City of Rosemead, \$400,000.
- Rancho Carlsbad Community/Senior Center  
Client: City of Carlsbad, \$900,000.
- Banning Parking Senior Center  
Client: City of Los Angeles, \$2,700,000.
- Memorial Park Community/Senior Ctr. Renovation Client: City of Hawthorne, \$500,000.
- Green Meadows Recreation Center/Gym  
Client: City of Los Angeles, \$300,000.
- Hawaiian Gardens Community/Recreation Ctr./Gym Client: City of Hawaiian Gardens, \$2,000,000.

- Bartlett Senior Citizen Center  
Client: City of Torrance, \$1,300,000.
- Sierra Vista Park Recreation Ctr. ADA Modifications Client: City of Sierra Madre, \$100,000
- Miller Community Center  
Client: City of Torrance, \$300,000
- Black Box Theater Client: City of Torrance, \$500,000, Addition&Renovation
- Sea Scout Facilities & Community Center  
Client: LA County ISD, \$300,000, Renovation
- Banning Lions Park ADA Compliance, Client: City of Banning Cost: \$300,000

### **Parks & Recreation Renovation Projects:**

For the City of Tustin:

- Tustin Frontier Park, ADA Retrofit/Audit
- Pine Tree Park, ADA Retrofit/Audit

### **For the City of Long Beach:**

- Long Beach Sports Arena, 11,500 seat sports arena ADA retrofit Cost: \$1,400,000.
- El Dorado Park Nature Center- ADA Renovation Cost: \$200,000
- Long Beach Senior Center–Renovation Cost: \$300,000
- Belmont Plaza Pool & Community Center –Renovation Cost: \$500,000
- El Dorado Regional Park-West Community Center and Site Renovation Cost: \$700,000
- Blair Field, 3000 seat baseball stadium – Renovation Cost: \$400,000
- Long Beach Marina Restrooms - Addition// renovation Cost: \$200,000
- Drake Park – Renovation Cost: \$300,000



- Drake Park – Renovation Cost: \$300,000
- MacArthur Park ADA Renovation  
Cost: \$200,000
- Miscellaneous Beach Restrooms -  
Addition/Renovation Cost: \$300,000
- Whaley Park and Community Center –  
Renovation Cost: \$500,000
- El Dorado Park Youth Center Restrooms  
– Renovation Cost: \$200,000
- 10 Tidelands Beach Restrooms – New  
facilities and site work Cost: \$6,000,000

#### **For the City of Montebello:**

- Ashiya Park - Addition/Renovation
- City Park - Addition/Renovation
- Holified Park - Addition/Renovation

#### **For the City of Hawthorne:**

- Senior Citizen Center - Renovation
- Memorial Park - Renovation
- Hawthorne Pool - Renovation
- Ramona Park - Renovation
- Jim Thorpe Park & Comm. Ctr. - Renovation
- Eucalyptus Park & Comm. Ctr. - Renovation
- Holly Park - Renovation
- Holly Glen Park - Renovation
- Zela Davis Park – Renovation

#### **For the City of La Puente:**

- La Puente Community Center/ Renovation
- La Puente 22 Acre Park with 3 sets of park  
restrooms and Community Ctr Renovations

#### **Parks & Recreation - City of Rosemead:**

- Rosemead Sr. Ctr. - Renovation/Addition/  
ADA Compliance
- Rosemead City Hall ADA Compliance
- Garvey Park Restroom/Concession and  
Ball Fields/Playground
- Garvey Park Community Center - Addition/  
ADA Compliance

#### **City Halls:**

- City of Commerce City Hall Frontage  
Renovation  
Client: City of Commerce, Danilo Batson  
Cost: \$400,000
- Torrance City Hall - Renovation and  
Addition Client: City of Torrance  
Cost: \$3,200,000
- Rosemead City Hall - Renovation, ADA  
Compliance Client: City of Rosemead  
Cost: \$200,000
- La Puente City Hall - Renovation, ADA  
Compliance Client: City of La Puente  
Cost: \$400,000
- Hawaiian Gardens City Hall - New City Hall  
Client: City of Hawaiian Gardens  
Cost: \$6,000,000
- Carson City Hall - Renovation  
Client: City of Carson Cost: \$100,000
- Hawthorne City Hall Renovation, ADA  
Compliance Client: City of Hawthorne  
Cost: \$400,000
- Redondo Beach City Hall, ADA Compliance  
Client: City of Redondo Beach  
Cost: \$300,000
- Long Beach City Hall, ADA Compliance  
Client: City of Long Beach Cost: \$200,000
- Lomita City Hall, ADA Compliance  
Client: City of Lomita Cost: \$200,000
- Redlands Civic Center ADA Compliance  
Client: City of Redlands Cost: \$350,000

#### **Police Facilities:**

- Torrance Police Dept. Renovation/Addition  
Client: City of Torrance Cost: \$1,500,000
- Hawthorne Police Dept., ADA Compliance  
Client: City of Hawthorne Cost: \$300,000
- Garvey Park Sheriffs Substation - New  
Facility Client: City of Rosemead  
Cost: \$400,000
- Rancho Los Amigos Medical Ctr. Police  
Station - New Facility - Client: Los Angeles  
County ISD Cost: \$600,000



**Fire Stations:**

- Los Angeles County Fire Station #83, new facility Client: L. A. County Fire Department Cost: \$1,100,000
- Los Angeles County Temporary Fire Station #83 Client: L.A. County Fire Department Cost: \$300,000
- Los Angeles County Fire Station #106, new facility Client: L. A. County Fire Department Cost: \$200,000
- Los Angeles County Fire Station #107-addition/renovate Client: L.A. County Fire Department Cost: \$400,000
- Los Angeles County Headquarters - plumbing system replacement Client: L.A. County Fire Department Cost: \$750,000
- Los Angeles County #70 - interior renovation and roof repair Client: L.A. County Fire Department Cost: \$200,000
- Los Angeles County #56 -ADA Compliance and gender accommodations Client: L.A. County Fire Department Cost: \$100,000
- Los Angeles County #53 -ADA Compliance and gender accommodations Client: L.A. County Fire Department Cost: \$120,000
- Los Angeles County Fire Station #110, addition and renovation - Client: L. A. County Fire Department Cost: \$200,000
- Los Angeles County New Fire Station/ Lifeguard Station on Catalina Island, new facility Client :L. A. County Cost: \$800,000
- Hawthorne Fire Station #1, ADA retrofit Client: City of Hawthorne Cost: \$100,000
- Long Beach Fire Station #11, addition and renovation Client: City of Long Beach Cost: \$225,000
- Torrance Fire Station #1, gender accommodation, seismic retrofit-Client: City of Torrance Cost: 460,000
- Torrance Fire Station #2, gender accommodation and addition - Client: City of Torrance Cost: 160,000
- Torrance Fire Station #3 gender

accommodation and interior modification

- Los Angeles County Fire Station #83, new facility Client: L. A. County Fire Department Cost: \$1,100,000
- Los Angeles County Temporary Fire Station #83 Client: L.A. County Fire Department Cost: \$300,000
- Los Angeles County Fire Station #106, new facility Client: L. A. County Fire Department Cost: \$200,000
- Los Angeles County Fire Station #107-addition/renovate Client: L.A. County Fire Department Cost: \$400,000
- Los Angeles County Headquarters - plumbing system replacement Client: L.A. County Fire Department Cost: \$750,000
- Los Angeles County #70 - interior renovation and roof repair Client: L.A. County Fire Department Cost: \$200,000
- Los Angeles County #56 -ADA Compliance and gender accommodations Client: L.A. County Fire Department Cost: \$100,000
- Los Angeles County #53 -ADA Compliance and gender accommodations Client: L.A. County Fire Department Cost: \$120,000
- Los Angeles County Fire Station #110, addition and renovation - Client: L. A. County Fire Department Cost: \$200,000
- Los Angeles County New Fire Station/ Lifeguard Client: City of Torrance Cost: \$150,000
- Station on Catalina Island, new facility Client :L. A. County Cost: \$800,000
- Hawthorne Fire Station #1, ADA retrofit Client: City of Hawthorne Cost: \$100,000
- Long Beach Fire Station #11, addition and renovation Client: City of Long Beach Cost: \$225,000

## REFERENCES

City of Pasadena (2018-Current)  
100 North Garfield Ave, N306  
Pasadena, CA 91101

Hayden Melbourne, Principal Engineer  
hmelbourn@cityofpasadena.net  
(626) 744-7345

City of Placentia (2018-Current)  
401 E. Chapman Ave. Placentia, CA 92870

Luis Estevez, Acting Deputy City Administrator  
lestevez@placentia.org  
(714) 993-8120

City of Cypress (2018-Current)  
5275 Orange Avenue  
Cypress, CA 90630

Nick Mangkarakiri  
nmangkai@cypressca.org  
(714) 229-6729

City of Irvine (2015-2018) and  
City of Newport Beach

Mark Carrol, Public Works OSF Director  
mcarroll@dmceng.com  
(949) 294-0047

City Bellflower (2016-2020)

Bernie Iniguez  
biniguez@bellflower.org  
(562) 804-1424

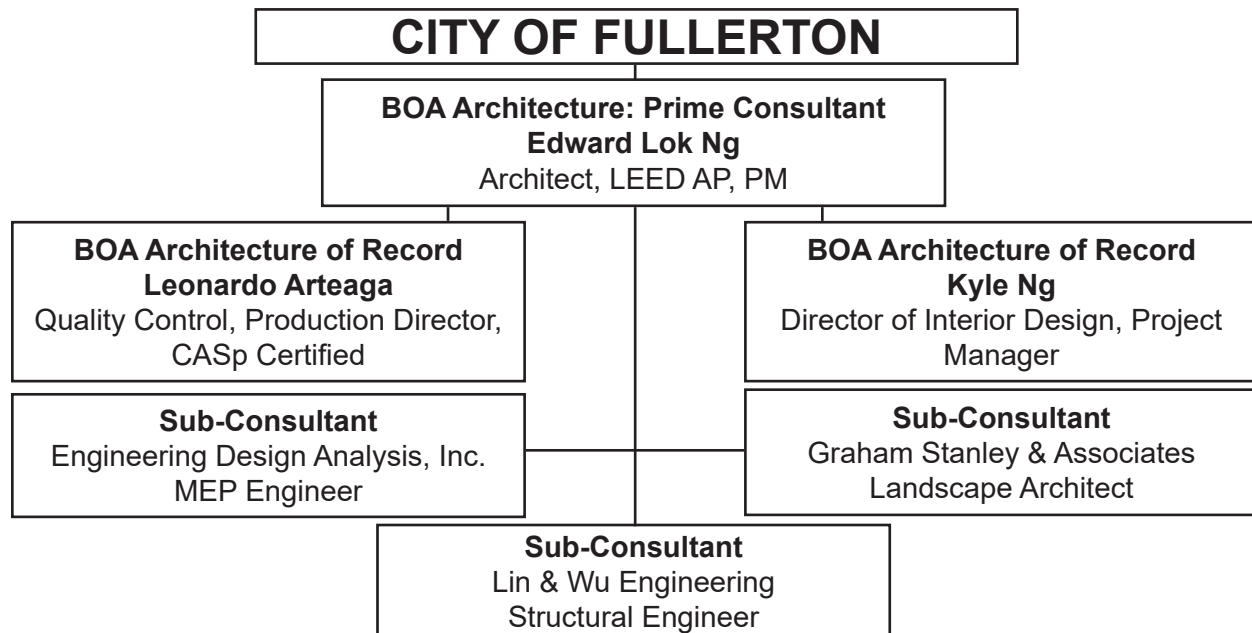
City of Irvine

Alex Salazar PE  
asalazar@cityofirvine.org  
949-724-7408

City of Costa Mesa

Naz Mokarram, PhD, PE, GE  
Naz.Mokarram@CostaMesaCA.Gov  
Office: (714) 754-5357

## B. STAFFING & ORGANIZATION



Please note that BOA Architecture, as the prime-consultant, will be responsible for all aspects of your project, including architecture and engineering. Our sub-consultants that are listed above are all State of California licensed professionals in their respective disciplines and have teamed with BOA on numerous Public Works Architecture Projects. Their full qualifications are available upon request.

**Mechanical Electrical Engineering:** Engineering- Design-Analysis 10231 Slater Ave., Suite 203, Fountain Valley, CA 92708 Kevin Friedman, P.E. CA State License# 27267- holds a BSME from Purdue University. Mr. Friedman has over 30 years' experience in Public Works projects in facilities planning and design, interiors design, special building systems planning and design, laboratory design, controls, energy conservation, and computerized building modeling and simulation for commercial and public works projects.

**Structural Engineer:** Lin & Wu Engineering, 911 South Primrose Avenue, Suite H, Monrovia, CA 91016

Jackson K. Wu, PE; CA State License #S-3200 - Mr. Wu is a registered structural engineer in the State of California with over 40 years of experience in Public Works projects in steel, timber, masonry and reinforced concrete construction of all types of public works structures and holds a Bachelor's of Science in Civil Engineering from California Polytechnic State University, San Luis Obispo.

**Landscape Architect:** Graham Stanley, and Associates, 1376-A Coronado Avenue, Long Beach, CA 90804 Graham M. Stanley – CA State License #3469 Mr. Stanley has been in continuous practice since 1991, designing commercial and public works projects. The firm currently has 3 full-time employees. Mr. Stanley has been the Principal for over 30 years and holds a Bachelor's of Science, in Landscape Architect, Cal Poly Pomona, 1985.



**EDWARD LOK NG, ARCHITECT, LEED AP**  
**PROJECT RESPONSIBILITY**

- Maintain Client communication, lead overall design effort in form and function, compile client and user group input and day-to-day contact with Client.

**EDUCATION**

- Bachelor of Architecture, University of Hawaii, 1981

**PROFESSIONAL REGISTRATION**

- Licensed Architect, C-16840, State of California, 1986
- LEED Accredited Professional 2009
- Completed Accessibility Surveyor Training for State Leased Buildings and Facilities, State of California, since 2003

**EXPERIENCE:** Edward Lok Ng has been a member of BOA since 1982. Principal and Director of Design, Mr. Ng has over 38 years of experience in all phases of the design process. He has personally designed and managed over 500 municipal facility projects and over 300 parks and recreation projects, and over 200 civic center renovation projects. He leads a talented team of designers and consultants to ensure that design solutions effectively meet the clients' and users' needs while adhering to client schedules and budget constraints. He is proficient in computer aided design (CADD). He has been the Project Manager Designer for numerous City Hall facilities, civic/public buildings, parks and recreation, educational facilities, and ADA retrofit/transition plan projects. This experience coupled with Mr. Ng's dedication and commitment to design excellence has led to numerous honors and commendations for BOA. Currently and recently, Mr. Ng has been the Project Manager for all "On-Call" projects for the Cities of Irvine, San Bernardino, Cypress and Placentia as well as the firms current on-call projects with LA County ISD, City of San Bernardino, and Fire Station remodel for La Quinta Fire Station #70. A certified plan review consultant to California's Division of the State Architect, Mr. Lok Ng has completed DSA-sponsored training as an Access Compliance Plan Reviewer and Accessibility Surveyor. As a member of the City of Long Beach Disabled Access Appeals Board since 1994 and the Design Review Board for the City of Downey since 1989, he has reviewed applications and appeals for a broad range of commercial and municipal designed projects. He is also LEED, AP Certified and has design several LEED Certified projects. His expertise on sustainability design will be a definite asset towards your sustainability goals.





**LEONARDO ARTEAGA PROJECT MANAGER, CASP**

**PROJECT RESPONSIBILITY**

- Apply and interpret technical requirements of the Americans with Disabilities Act and access provisions of the California Building Code.

**EDUCATION**

- Bachelor of Architecture, California State Polytechnic University at Pomona, 2002

**PROFESSIONAL REGISTRATION**

- California Certified Access Specialist, 2009 - CASp #55
- ICC-Certified Accessibility Inspector and Plan Examiner - #8088179

**EXPERIENCE:** Leonardo Arteaga is a Project Manager with expertise in applying and interpreting technical requirements of the Americans with Disabilities Act (ADA) and access provisions of the California Building Code (CBC). Mr. Arteaga is a California Certified Access Specialist. He graduated from California State Polytechnic University, Pomona, in 2002 with a Bachelor of Architecture degree and has been at BOA Architecture since 1997. In 2009, he successfully fulfilled the experience and testing requirements set forth by the Division of the State Architect (DSA) and became a California Certified Access Specialist. His experience ADA Compliance experience includes accessibility plan check services on behalf of the DSA-Los Angeles Basin Regional Office and the County of San Bernardino-Department of Risk Management, ADA Transition Plan and accessibility inspections, compiling inspection information into accurate and concise accessibility reports, cost feasibility reports, and code analysis roles covering all phases of barrier removal. His relevant experience and expertise includes all types of municipal facilities (City Halls, Theaters, Auditorium, Community Centers) for ADA Compliance for the Cities of Long Beach, Placentia, Irvine, Huntington Beach, and for the State of California DMV at Oxnard. Other experience include DSA-LA Basin Region Office – Consultant Access Compliance Plan Reviewer (2008-2011), County of San Bernardino, CA – Inspection, Review and Analysis, and ADA Title III Private Entity Accessibility Surveys – multiple facilities. Please note that Mr. Arteaga completed ADA Compliance for City of Placentia, over 200 Curb ramps and R.O.W. sidewalk renovation.

**KYLE NG****PROJECT MANAGER, DIRECTOR OF INTERIOR DESIGN****PROJECT RESPONSIBILITY**

Equipped with a BFA in Interior Architecture (from CSU Long Beach) and Masters of Architecture (Cal Poly Pomona), Kyle is BOA's Director of Interior Design. Kyle offers valuable design insight and is in-charge of interior design directions, and is responsible for our extensive interior materials library and resources. He works to spearheads the production of interior design construction documents; drawings, specifications and 3-dimensional modeling. He also coordinates with Clients and our sub-consultants/ engineers to resolves critical interior design issues.

**EDUCATION**

Masters of Architecture

Cal Poly Pomona University, 2017

BFA, Interior Architecture from CSU Long Beach

Licensure in Progress

**YEARS OF EXPERIENCE**

Employed by BOA since 2010

**EXPERIENCE**

Kyle has been a member of BOA since 2010, with over 10 years of architectural experience in all phases of a project, from conception, through construction, and project close-out. He has experience in both private commercial and especially public works interior renovation projects for numerous public clients; understanding the goals of the Client and that open communications are the keys to a successful project. He leads the interior design and production effort to ensure that design solutions effectively meet the clients' and users' needs and goals while adhering to client schedules and budget constraints. He is advance-proficient in both Computer Aided Design (CADD) and in BIM Revit 3D 2020. He has been the Project Manager for interior design projects for numerous public agencies; Cities of Irvine, Costa Mesa, Laguna Beach, Laguna Niguel, Pasadena, and for LA County ISD, and Orange County Fire Authority. Kyle's wide variety of interior Public Works design work experience includes:

- Root Vision Dental Office, interior renovation & exterior façade improvement
- Historic Long Beach Restaurant restoration and re-creation, 4251 Long Beach Blvd.
- OC Fire Authority, Fire Station #41 Air Operations interior addition-renovation
- City of Laguna Beach City Hall interior renovation, various locations
- City of Costa Mesa Finance Dept. interior renovation
- City of Laguna Niguel Senior Center interior renovation
- LA County ISD, interior & exterior renovation at 4 Social Services locations
- City of Pasadena Police Dept. renovation to 3 floors, and at 3 fire stations

## C. WORK PLAN

BOA's project management approach is based upon our extensive past experience in preparing comprehensive architectural construction documents for municipal and county projects using a Multi-Discipline Design Team. We have assumed that most architectural projects assigned to BOA will need not only architectural expertise, but also other design disciplines, such as landscape and site design, electrical, mechanical, and structural engineering. The Design Team comprised of many specialists will be led by the Project Manager from BOA Architecture. The Project Manager and Senior Project Managers of each sub-consultant firm will guide the project, and develop its direction. BOA will provide leadership and direction to the Design Team. BOA's management approach incorporates 6 components used successfully on facilities design projects:

- |                            |                                |
|----------------------------|--------------------------------|
| 1. Project Management      | 4. Construction Administration |
| 2. Project Documentation   | 5. Quality Control             |
| 3. Consultant Coordination | 6. Work Plan                   |

### 1. PROJECT MANAGEMENT

BOA, throughout an extensive history of municipal and county facilities design, and facilities addition/renovation continues to develop and refine its management philosophy to better address its future projects. BOA will implement our most advanced management techniques in the undertaking of your project. The goal of our management philosophy is to accomplish a well-designed project that exceeds client expectations, meets its budget, is deliverable on time, and meets all functional needs and State and City building code requirements. Our techniques of management encompass the ideals by which these goals are achieved. Our project management approach is characterized by the following considerations:

**Design/Management Integration:** Successful projects require the fusion of the design disciplines with those of management. They must have common goals and an integrated process. This is best achieved by appointing leaders with mutual respect and extensive facilities modernization and public works design experience on similar projects. BOA will have Edward Lok Ng, Principal, as the Project Manager on your project(s) on a full-time basis. An examination of Mr. Ng's qualifications reveals that he has personally designed and managed over 500 Public Works facilities projects, 30 County of Los Angeles projects, 15 County of San Bernardino projects, 6 City of Pasadena, 12 City of Irvine projects, 1 project for the City of Placentia, and 4 City of Anaheim projects. It is the Project Manager's task to help establish the appropriate design vision and see it through its successful realization. We also have assigned sub-consultant engineering firms that are just as qualified as BOA.

**Client Participation:** Client participation and interfacing will be critical. Design goals cannot be realized without the thorough understanding of the client's needs. The early involvement of the client and the users will be continued throughout the design process. The Project Manager will ensure that the efforts of the team are always addressed to the specific client user group. The understanding and involvement of the client will extend to appointed representatives, i.e., maintenance managers, engineering staff, and City inspectors and engineers in a mutually productive partnership.

BOA is intimately familiar with both modernization and facilities addition projects. Team-work and close coordination among staff, consultants, and the Clients are essential to a successful project. Timely participation and response of the Client is absolutely critical if the project is to be successful and "on time". BOA will be responsible for ensuring that a high degree of coordination occurs and that project milestones are met. BOA's biggest assets are its attention to construction details, thoroughness in drawing documentation and ease of constructibility. A major priority of BOA will be to establish continuing dialogue with your staff, Building/Safety plan check, and representatives of interested parties so that our products reflect community goal, City policy, and conformance with your Design/Manual Standards.

**Continuity:** The understanding of the project needs and the resultant design goals must be maintained throughout the project's duration. In construction phases, it is as necessary as in the design phases, to make certain that the original intent, of the client and designer are realized in the final built product. This will be very important in the construction phasing of your project. The key members of the team, under the leadership of the Project Manager will be responsible for the direction of the project throughout all phases to ensure continuity of design intent.

## 2. PROJECT DOCUMENTATION

Project Documentation is a result of systems set up in BOA's Project Management Manual. This guide on how to run a project effectively and efficiently, developed more than 50 years of architectural practice, is firm, but flexible; responsive to the specific dynamics of specific projects, but unyielding in its insistence on full documentation, responsiveness, and performance. Keys elements include:

**Project Checklist:** This is initiated at the beginning of each project and services as a guide of all elements of the project to be completed, and as a central index for all project related material. It is continually updated and reviewed during regular project audits.

**Product File and Technical Project Checklist:** Initiated at the commencement of design, this checklist serves to record all considerations and decisions regarding building materials and methods to be used in construction. It also becomes a comprehensive guide for preparation of the Construction Documents.

## 3. CONSULTANT COORDINATION

Our engineering sub-consultants play a very critical and active role in all phases of the work. The Project Manager leads in coordinating the efforts of consultants with the help of:

- Frequent coordination meetings.
- Consultant orientation packets which are distributed at project commencement and periodically through the project.
- Clearly defined scopes of work which define separation of responsibilities and eliminate grey areas.
- Milestone Outline, prepared specifically for each project which clearly defines consultant performance expectations for each phase.
- Project Schedule coordinated with a milestone outline, reviewed and signed off by all consultants.
- Drawing Status Log which is updated every two weeks which track's consultant's performance.
- CADD (AutoCAD 2020 or Revit 3D 2020 (BIM) procedures involving background and overlay methodologies that insure up-to-date and coordinated design effort.

## 4. CONSTRUCTION ADMINISTRATION

BOA understands the importance of efficient construction administration. To ensure that the design and technical intent are conveyed to the contractor and that the project knowledge is available throughout this phase, the construction administration is led by the project manager. The Project Manager, Edward Lok Ng will personally review shop drawings as well as attend all job site meetings to resolve design and construction detailing and constructibility issues. A Senior Project Manager from each of our engineering consultants will be assigned to assist the Project Manager and ensure that the highest standard, procedures and methods of construction are employed. BOA has a Construction Administration Manual to assist the Project Manager with an established system to track shop drawings, RFI, change orders, and documentation of construction site meetings, so that keys decisions are tracked and managed for the benefit of the Client.

If there will be on-going operations and services, BOA will assist in the development of a Construction Phasing Plan to ensure that on-going operations and services will have minimum disruptions. BOA is well aware of the need for Public Agency services to remain operational during construction. We have had good results recently assisting the Cities of Long Beach, Irvine, Los Angeles County, and San Bernardino County on renovation and addition projects that require facilities to remain open during construction.



## 5. QUALITY CONTROL

Quality assurance begins with the commitment, experience and abilities of the team members. All of the firm's personnel contain many design specialists versed in the complexities of the individual phases of the design process. The quality assurance program for the project will draw on these skills to assist the team in obtaining its goals for a design of vision that delivers the maximum functional and accessibility solution to the user that addresses the needs of the client and does so with the most efficient construction process. BOA has an established Quality Control program that is based on three mechanisms:

**The Quality Control Manual:** The Quality Control Manual documents, activities, tasks, and deliverables are to be achieved in each phase of work. Checklists are included and, at the completion of each phase, are signed off by the Project Manager. The manual also includes exemplary forecasts for meetings, programs, schedules and Agendas. We have a quality control checklist that is customized especially for Public Works facilities projects. Checklist items range from plumbing fixture standards, to City department clearances, to record drawing procedures, to amount to copies needed for review submittals, and much more.

**Quality Control Review:** Quality Control Reviews occur prior to Submittals and at key points in the project schedule. During these reviews, the entire sets of documents are checked by an experienced, a licensed architect who has had major experience in the design of similar projects to ensure a "questioning character" in this process. Major emphasis is placed on Constructibility and on satisfying the operational requirements of the user and thoroughness of documentation. The architect and project manager will review all deliverables at, 75%, and 95% completion. This involvement is formalized and part of the quality control manual procedures. We are committed to providing quality design services and trust that our past work with other local cities is indicative of that commitment.

**Project Standards:** From our experience of over 2000 public works architectural projects, BOA has developed its own Project Standard that can be customized to the Client that enhances quality control of bid documents and the construction process. Project Standards include:

1. Construction document detail drawings: With the input of past governmental clients, BOA has developed, refined, and field tested over 300 Standard construction details that are geared for public works renovation/addition projects. We have Standard, field tested, construction document details for just about every field condition possible; accessible lavatory counters, transitions of existing to new addition, restrooms upgrade, signage, railings, entry doors, stairs, ramps, site work, parking lot, window/door replacement, roof repair, building expansion joints, elevator retrofit, HVAC replacement etc.
2. BOA has developed a standard facilities modernization equipment list e.g., types of new handrails, access lifts, lighting fixtures, plumbing fixtures, drinking fountains, furniture, restroom accessories, audio-visual equipment, etc., complete with manufacturer Model # and their acceptable approved equal. The Standard equipment list has been field tested and proven to be of high quality, durability, parts availability, and acceptable to the many past municipal clients.
3. BOA has developed a standard keynoting system with over 150 items that addresses virtually every facility field condition and many retrofit/repair conditions. These standard keynotes have been field tested and refined, and have proven to be clear and concise to construction contractors.

## 6. WORK PLAN

An integral part of our management approach is to develop a written Work Plan during the project's Pre-Design phase, so that the Design Team and Client have clear written directions and instructions for each phase of the project. So that the entire Design Team is on the "Same Page", We will create a written Work Plan for each design phase of your up-coming on-call Projects assigned to BOA, as well as a project Design Schedule, upon initiation of the project. Our sample Work Plan is included in the following pages:

### INITIAL PLANNING PHASE- PRE-DESIGN

#### Initial Meeting with Client

- Establish protocol and lines of communication
- Statements of Goals and Objectives
- Review schedule & establish significant milestone dates
- Develop a formal project schedule
- Develop a formal written Work Plan

#### Program Appraisal

- Verify functional relationships with Users
- Confirm area allowances
- Review functional program
- Prepare a written report for facilities program
- Update program changes

#### Site Appraisal

- Review site information
- Walk site and document observations
- Photograph site and adjacent areas
- Establish need for destructive testing, topographic survey, soil/geology reports, as-built drawings,
- Study planning/context constraints
- Document zoning and parking requirements
- Appraise and document connections/access
- Document expansion requirements

- Establish location of existing utility lines

#### Cost Plan

- Assessment of non-programmed needs
- Budget review and analysis
- Resolution of scope in relation to budget
- Develop cost plan

#### Work Plan

- Review sub-consultant selection with Client
- Establish management plan
- Develop project directory
- LEED design approach, if any necessary
- Establish quality control procedures
- Establish project numbers and accounts
- Review legal and agency requirements
- Develop a written Work Plan

#### Contract Negotiation and Approval

- Ascertain Owner's requirements
- Determine form of contract and review
- Review possible modification to clients standard contract form.

- Define architects' scope of work

#### Client Meetings

- Establish frequency and pattern of attendance



LA County ISD - Sorensen  
Recreation Center Maintenance  
and Repair: Initial Site  
Assessment at Roof and  
Windows

## **SCHEMATIC PLAN PHASE**

### **Issue Project Documents**

- Program
- Budget & Cost Model
- Schedule
- Project Directory
- Protocol
- Work Plan

### **Initial Meeting with Consultant Team**

- Review project documents
- Establish consultants' goals
- Establish CADD/3D format and files

### **Initial Meeting with Client**

- Review Schematic Design Schedule
- Establish "Key" dates and participants
- Establish design goals
- Review scope of work

### **Concept Studies**

- Schematic Design, provide 3 floor plan options
- Expansion options (if any)
- Study connections/access
- Review construction methods
- Check concepts against cost plan

### **Complete Phase Documentation**

- Preliminary Quality Control (QC) review
- Coordinate all disciplines

### **Cost Analysis**

- Review options with client

### **Preliminary Agency Review**

- Obtain schedule commitment from Bldg. Dept., fire dept., planning dept.
- Review areas of concern

### **Quality Control Review**

- Final review by Quality Control Officer
- Sign off by Project Manager
- Review pre-fabricated building options
- Review options with client

### **Inter-Team Interviews**

- Establish space planning goals
- Refine selected options

### **Phase Development & Documentation**

- Establish building plans
- Proceed with internal and inter-team QC review
- Establish building sections, elevations, 3D views
- Establish building systems; structural, electrical, natural vent
- Develop overall site design
- Address "special" issues, e.g., ADA code & design, for crime prevention/security, LEED, energy savings options.
- Develop preliminary room/space criteria
- Develop preliminary equipment layouts
- Outline Specifications

### **Issues Backgrounds to Consultants**

- Provide translations where necessary

### **Formal Acceptance by Client**

- Notice to proceed with Design Development

### **Value Engineering**

- Review all options with client
- Issue agreed changes to all consultants

### **Client Meetings**

- Scheduled as needed – Involve Client Maintenance/Repair Service Director & User Programs Director

## **DESIGN DEVELOPMENT PHASE**

### **Review Schematic Design**

- Reconcile budget vs. scope
- Incorporate value engineering and LEED/NetZero review changes
- Issue any new directives

### **Initial Client Meeting**

- Review Design Development schedule
- Establish “key” dates and participants
- Confirm work plan
- Review consultant performance and coordination

### **Develop Design**

- Final detail planning
- Develop building systems
- Select key materials and products
- Develop typical construction methods and details
- Research materials and specifications
- Finalize site, utilities, and structural engineering
- Finalize pre-fabricated building system.

### **Phase Documentation**

- Establish building plans
- Internal and inter-team QC review
- Establish building sections and elevations
- Develop room plans at 1/4” scale
- Establish building systems
- Address “special” issues

- Coordinate room/space criteria and equipment

### **Issue Backgrounds to Consultants**

- Provide translations where necessary

### **Complete Phase Documentation**

- Preliminary QC review
- Coordinate all disciplines

### **Cost Analysis**

- Review options with Client

### **Agency Review**

- Planning Department
- Building Department

### **Quality Control Review**

- Final review by Quality Control Officer
- Sign off by Project Architect
- Review that energy saving features has been implemented in Drawings and Specifications.

### **Formal Acceptance by Client**

- Obtain Notice to Proceed with Construction Documents Phase

### **Constructibility Review**

- Inter-team review
- Project Manager sign-off

### **Value Engineering**

- Review all options with Client
- Issue agreed changes to all consultants

### **Client Meetings**

- Scheduled as per scope of work



## CONSTRUCTION CONTRACT DOCUMENT PHASE

### Review Design Development

- Reconcile budget vs. scope
- Incorporate value engineering changes
- Issue any new directives

### Initial Team Meeting

- Review Construction Documents schedule
- Establish review dates and participants
- Confirm work plan
- Review consultant performance & coordination

### Work Plan

- Confirm critical path of the schedule
- Review consultant issues and coordination
- Determine deliverables
- Cartoon all drawings
- Confirm construction contract type and procedures
- Research specific issues and materials
- Confirm CADD and Revit 3D files and sequence
- Establish coordination procedures

### Phases Documentation

- Check final drawing list against QC manual
- Review final drawing list
- Schedule final CADD effort with CADD coordinator
- Coordinate room/space criteria and equipment
- Issue Backgrounds to Consultants
- Check all translations before proceeding with consultant work

### Cost Analysis

- Review options with Client
- Estimates at 50% and 85%

### Agency Reviews

- Over the counter at 50%
- Resolve any outstanding issues

### Submit to Agency

- Schedule for plan check corrections

### Quality Control Review

- Final review by Quality Control Officer
- Sign off by Project Manager
- Review that LEED/NetZero Features have been implemented in Drawings and Specs.

### Final Coordination

- Check completeness of all discipline documents
- Consultant coordination
- Code compliance
- Check all equipment requirements

### Value Engineering

- Review all options with Client
- Pick up changes on all documents

### Client Review and Acceptance

- Scope and budget
- Value engineering items
- Drawings/Specifications Submittal 50%, 85%, 100%
- Client Meetings --Scheduled as needed

## **BID PHASE**

### **Pre-Bid Conference**

- Present goals and objectives of project
- Review schedule
- Review procedures
- Call attention to special conditions
- Document all questions

### **Bidding**

- Assist Client to agree and issue addenda
- Provide Clarification when to bid documents
- Assist Client to agree on bid alternates
- Assist client in reviewing bids

## **CONSTRUCTION/AS-BUILT/WARRANTY PHASE**

### **Pre-construction Meeting**

- Establish protocol
- Review procedure
- Review general contractor schedule
- Assist in testing and inspection appointment
- Establish submittal schedule and procedures
- Establish observation procedures
- Schedule meetings and site visits
- Confirm procedures regarding field orders, clarifications, instruction bulletins, change directions, and change orders.
- Prepare sketches and cost for change order
- Substitutions
- Legal procedures
- Bonds, insurance, etc.
- Drawing updates record documents
- Payment requests and certification
- Construction schedule and update

- Quality and standards

- Samples

- Delays and defects

- Agency procedures

### **Site Meetings**

- Action list

- Meetings as scheduled

### **Punch List**

- Preliminary and ongoing

- Final

As-Built Drawings

Beneficial Occupancy

Final Completion and Inspection

Manuals, Warranties and Record Drawings

Maintenance and Operational Instructions

## D. FEE PROPOSAL

### CITY OF FULLERTON

Jimmy Armenta  
Public Works Department  
303 W. Commonwealth Avenue  
Fullerton CA, 92832-1775



### BLACK O'DOWD AND ASSOCIATES, INC.

#### DBA BOA ARCHITECTURE

1511 COTA AVENUE  
LONG BEACH, CA 90813  
PH: 562-912-7900

#### POINT-OF-CONTACT:

EDWARD LOK NG, PRESIDENT  
LOK.NG@BOAARCHITECTURE.COM

Please see the following Fee Schedule for personnel assigned to projects for the City of Fullerton. This document is only valid for 60 months, or the term of contract.

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	\$160.00
Project Manager	\$150.00
Project Designer	\$125.00
Senior Designer	\$110.00
Senior Technical	\$100.00
Draftsman/AutoCAD Operator	\$95.00
Other Technical Staff	\$85.00
Structural Engineer	\$150.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
"Other" Sub-Consultant	\$150.00
Clerical Staff	\$80.00
Prints	\$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.

## E. APPENDICES

BOA has no additional appendices.



## F. STATUS OF PAST & PRESENT CONTRACTS FORM

Please refer to the following pages for the Signed Status of Past & Present Contracts Forms.

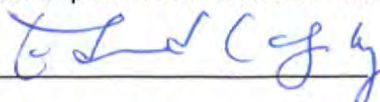
**SECTION VII**  
**STATUS OF PAST AND PRESENT CONTRACT FORM**

Firm is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFQ and submit as part of the proposal. Firm shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a sub-consultant during the past five (5) years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Firm must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. If no contract ended in termination, settlement or litigation, a statement to that effect shall be made on this form. Each form must be signed by the firm's confirming that the information provided is true and accurate. Firm is required to submit a copy of the completed form(s) as part of the electronic proposal on the one (1) USB Drive requested.

<b>Public Agency city/county/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

**BOA HAS NO CONTRACTS THAT HAVE ENDED  
IN TERMINATION, SETTLEMENT OR LITIGATION**

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature 

Date 12/17/21

Name: Edward Lok Ng

Title: President

**SECTION VIII**  
**EXCEPTIONS FORM**

If your company is taking exception to any of the specifications, terms or conditions (including insurance indemnification and/or proposed contract language) stated in this Request for Qualifications, please indicate below and describe details: (check any that apply).

- ☒ No exceptions taken  
☐ Exception taken to the scope of work or specifications  
☐ Exception taken to indemnification and insurance requirements  
☐ Exception to proposed contract language  
☐ Other

Please explain any of the checked items

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PROPOSING FIRM Black O'dowd and Associates Inc., DBA BOA Architecture DATE 12/17/21

BUSINESS ADDRESS 1511 Cota Ave, Long Beach, CA 90813

SIGNATURE OF REPRESENTATIVE: 

BY: Edward Lok Ng TITLE President

INSTRUCTION REGARDING SIGNATURE: If proposer is an individual, state "Sole Owner" after signature. If firm is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If proposer is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

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<hr/>	<hr/>
<hr/>	<hr/>
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**EXHIBIT C**

**CERTIFICATES OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		<b>CONTACT NAME:</b> Tina Cowie <b>PHONE (A/C, No, Ext):</b> (714) 731-7700 <b>FAX (A/C, No):</b> (714) 731-7750 <b>E-MAIL ADDRESS:</b> tina@cornerstonespecialty.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> RLI Insurance Company	
		<b>INSURER B:</b> Aspen American Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2021/2022 **COVERAGES** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> <b>ADDT'L INSURED / P&amp;NC</b>						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> <b>BLNKT WVR OF SUBRO</b>	Y	Y	PSB0007999	11/20/2021	11/20/2022	PERSONAL & ADV INJURY \$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	PSB0007999	11/20/2021	11/20/2022	PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	PSE0003983	11/20/2021	11/20/2022	\$
	DED RETENTION \$						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	PSW0004454	11/20/2021	11/20/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made			AAAE100264-03	11/20/2021	11/20/2022	Each Claim \$2,000,000 Annual Aggregate \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

All operations for the City of Fullerton are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. The above policies contain a 30-day notice provision for cancellation/non-renewal \*Except 10 days Notice of Cancellation for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

## CERTIFICATE HOLDER

## CANCELLATION

City of Fullerton 303 W. Commonwealth Avenue Fullerton CA 92832	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack<sup>®</sup> FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location
- B. Additional Insured – Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

##### A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of **C. Limits of Liability** of **SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
  - (1) injury and damage included in the products-completed operations hazard or;
  - (2) any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

##### B. Additional Insured – Primary/Non-contributory

Paragraph **K. Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

##### K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

##### C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph **L. Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

#### **L. Subrogation**

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

## Schedule

## Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss

## Job Description

Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/20/2021

Insured BOA ARCHITECTURE

Policy No. PSW0004454

Insurance Company RLI Insurance Company

Endorsement No.