

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
CRANE ARCHITECTURAL GROUP**

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 CRANE ARCHITECTURAL GROUP, a sole proprietorship ("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:

Crane Architectural Group
110 E. Wilshire Avenue, Suite 300
Fullerton, CA 92832
Attn: Richard Crane

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



Richard J. Crane, Architect

Date: 6.27.22

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

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 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), 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

City's eProcurement Portal – Public Purchase: 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

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

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 and on the City's eProcurement platform (www.publicpurchase.com).

Tentative Schedule

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

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

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

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

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

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

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

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

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.

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

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

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

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

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

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.

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

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

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:

_____	_____
_____	_____
_____	_____
_____	_____



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



RICHARD J. CRANE, JR., AIA
ARCHITECT

REQUEST OF QUALIFICATIONS

FOR ON-CALL ARCHITECTURAL SERVICES
RFQ# 4367



CITY OF FULLERTON
ATTENTION – PURCHASING DIVISION
303 W. Commonwealth Avenue
Fullerton, CA 92832
Attn: Jimmy Armenta



RICHARD J. CRANE JR. A.I.A.
ARCHITECT

December 17, 2021

CITY OF FULLERTON
PURCHASING DIVISION
303 W. Commonwealth Ave.
Fullerton, CA 92832
Attn: Jimmy Armenta

RE: Request for Qualifications; Architectural
On-Call Architectural/Engineering Consultant Services
RFQ# 4367

Dear Mr. Armenta,

Thank you for sending us your RFQ and sharing your vision for the City of Fullerton's future. My project team has extensive experience in municipal projects. This means that all staff members & consultants are thoroughly conversant with city process and will accommodate each phase with all due speed. We stress economical, cost-efficient methods of construction, and tightly control our own costs for design and document preparation.

Crane Architectural Group is a full-service architectural and planning firm that specializes in municipal projects. For more than two decades, Richard J. Crane Jr., AIA, has designed projects that fully and effectively meet the needs of community and governmental agencies. At Crane Architectural Group, we alight that experience with a range of fresh approaches provided by a team of qualified professionals. Result: Design Excellence.

Crane Architectural Group provides full services architecture and planning services which include land planning, site analysis, programming, feasibility studies, ADA Studies, construction cost estimating, building design, construction documents, governmental processing, projects bidding & negotiation and construction construct administration & observation.

We have worked on many types of municipal projects and have extensive experience with On-Call Services. Our experience includes community centers, sports complexes, and activity buildings. Please see the section entitled Representative Projects for a section of these projects.

We have been working with all of our project team members for many years. I would like to thank you sincerely for extending your time and effort to consider and review our qualifications. Should you have any questions, contact me at any time.

Sincerely,

Richard J. Crane, Jr., AIA
Architect

Qualifications, Related Experience, and References

QUALIFICATIONS/PREVIOUS EXPERIENCE

CRANE ARCHITECTURAL GROUP

Crane Architectural Group is a full-service architectural and planning firm that specializes in municipal projects. For over two decades, Richard J. Crane, Jr., AIA, has designed projects that fully and effectively meet the demands of client/user needs. At *Crane Architectural Group* we align that experience with a range of fresh approaches provided by a team of qualified professionals. Result: Design Excellence.

Mr. Crane, who is our principal, involves himself directly in each phase of a project. His hands-on approach guarantees effective communication between client and architect.

Mr. Crane has designed many municipal projects; in addition, he has directed the design and planning of office buildings, shopping centers, restaurants, tenant improvements, industrial buildings and churches. His comprehensive background in design and planning serves as the outstanding element in our architectural team.



Serving in the past as chairman of the City of Fullerton's Redevelopment Design Review Committee, Mr. Crane provided consulting services for the design of commercial, industrial and renovation projects including: Retail stores, offices, restaurants, industrial centers, historic buildings, and churches.



Committed to participating in civic and professional organizations, *Crane Architectural Group* is active in the City of Fullerton's Planning Commission Committee, the American Institute of Architects, the International Conference of Building Officials, and the National Trust for Historic Preservation, the American Planning Association, Fullerton Heritage, the Rotary Club of Fullerton and the Pacific Auditorium Board of Directors.





**RICHARD J. CRANE JR. A.I.A.
ARCHITECT**

Service Expertise Areas

Crane Architectural Group can provide service for the following areas of expertise:
Architectural

- Crane Architectural Group can provide the services listed below:

Types of Services

- Full Service Architecture
- ADA Compliance Studies
- Space Planning
- Land Planning
- Site Analysis
- Programming
- Planning and Feasibility Studies
- Building Design
- Interior Architecture
- Cost Estimating
- Construction Documents and Specifications
- Governmental Processing
- Project Bidding Negotiation
- Construction Contract Administration



Crane Architectural Group provides services on the types of projects/buildings listed below:

- Governmental/Municipal
 - Senior Care Facilities
 - Senior Housing
 - Historical Preservation and Restoration
 - Redevelopment Projects
 - Tenant Improvements
 - Community Centers
- Remodels and Additions
 - Recreational/Sport Complexes
 - Senior Centers
 - Teen Centers
 - Educational Facilities

CONSULTING TEAM

LEAD CONSULTANT

Architect

Crane Architectural Group
110 E. Wilshire Ave., Suite 300
Fullerton, CA 92832

TEAM CONSULTANTS

Structural Engineer

Wong and Associates
180 S. Prospect Ave., Suite #110
Tustin, CA 92780

Mech/Elect/Plumb Engineer

H2S Engineers, Inc.
1124 North Boatswain Circle
Anaheim, CA 92801

Landscape Architect

MIG
109 W. Union Ave
Fullerton, CA 92832

Food Service

Tec Design
15918 Padova Drive
Hacienda Heights, CA 91745

A/V Consultant

Media Systems Design Group
P.O. Box 66337
Los Angeles, CA 90066



FIRM PROFILE

Legal Name of Firm:

Crane Architectural Group

Address of Firm:

110 E. Wilshire Ave., Suite 300
Fullerton, CA 92832

Type of Ownership:

Sole proprietorship/licensed Architect

Taxpayer I.D. Number:

33-0704448

Principal:

Richard J. Crane, Jr., AIA
Architect



Primary Disciplines:

Crane Architectural Group provides full service architecture and planning services which include land planning, site analysis, programming, feasibility studies, ADA Studies, construction cost estimating, building design, construction documents, governmental processing, projects bidding & negotiation and construction contract administration & observation. Services provided through our consulting professionals and engineers include civil engineering, M.P.E. engineering, commercial kitchen design, structural engineering, acoustical engineering, and landscape architecture.

Financial References:

Farmers & Merchants Bank
Scott R. Dowds, Vice-President
(714) 578-1945

Liability Insurance:

Crane Architectural Group carries professional liability insurance and general liability insurance.

California Registration Number:

Richard J. Crane, Jr., Architect #C 21132

National Registration Number:

The National Council of Architectural Registration Board
Richard J. Crane, Jr., Architect NCARB #40467

Type of Current Projects:

Governmental	Historic Preservation	Commercial	Residential
40%	10%	30%	20%

FIRM INFORMATION:

CRANE ARCHITECTURAL GROUP
110 E Wilshire Ave #300 Fullerton, Ca. 92832
Phone: 714-525-0363
Fax: 714-525-9826
Richard J. Crane Jr., AIA
Principal Architect
Phone: 714-525-0363
rccrane@cranearchitecturalgrp.com

FIRM DESCRIPTION:

Crane Architectural Group is a full-service architectural and planning firm that specializes in Park and Recreation projects. For more than two decades, Richard J. Crane, Jr., AIA, has designed projects that fully and effectively meet the needs of community and governmental agencies. At Crane Architectural Group we align that experience with a range of fresh approaches provided by a team of qualified professionals. Result: Design Excellence.

Crane Architectural Group provides full service architecture and planning services which include land planning, site analysis, programming, feasibility studies, ADA Studies, construction cost estimating, building design, construction documents, governmental processing, projects bidding & negotiation and construction contract administration & observation.

FIRM EXPERIENCE:**PROJECT EL MONTE
BY CRANE ARCHITECTURAL GROUP**

Brief Summary: Lambert Park-Restroom/Concession/Office Building
Name of firm's Project Manager: Steve Kalthoff
Client Name/Telephone: Lee Torres, City Engineer (626) 580-2055

**PROJECT TUSTIN
BY CRANE ARCHITECTURAL GROUP**

Brief Summary: Veteran's Sports Park-Restroom/Maintenance & Restroom/Concession Buildings
Name of firm's Project Manager: Steve Kalthoff
Client Name/Telephone: Chad Clanton, Parks & Recreation Director, (714) 573-3332

**PROJECT DOWNEY
BY CRANE ARCHITECTURAL GROUP**

Brief Summary: Dennis The Menace Park-Restroom/Community Room Building
Name of firm's Project Manager: Steve Kalthoff
Client Name/Telephone: John Oskoui, Assistant City Manager, (562) 904-7110

**PROJECT CHINO HILLS
BY CRANE ARCHITECTURAL GROUP**

Brief Summary: McCoy Equestrian Center-McCoy Community Center Building
Name of firm's Project Manager: Steve Kalthoff
Client Name/Telephone: Jonathan Marshall, Park & Recreation Director (909) 364-2711

**PROJECT BUENA PARK
BY CRANE ARCHITECTURAL GROUP**

Brief Summary: Buena Park Community Center
Name of firm's Project Manager: Steve Kalthoff
Client Name/Telephone: Margaret Riley, Director of Community Services, (714) 562-3860

**PROJECT CHINO HILLS
BY CRANE ARCHITECTURAL GROUP**

Brief Summary: Chino Hills Community Center
Name of firm's Project Manager: Steve Kalthoff
Client Name/Telephone: Jonathan Marshall, Park & Recreation Director (909) 364-2711

PROJECT EXPERIENCE

QUALIFICATIONS

Crane Architectural Group specializes in municipal projects. *Crane Architectural Group* also provides full architectural and planning services. Firm principal, Richard J. Crane, Jr., AIA, has over ten years experience designing projects that fully and effectively meet user needs. Together with his team of highly qualified architects and consultants, *Crane Architectural Group* provides clients with access to a talented corps of quality-oriented professionals.





REPRESENTATIVE PROJECTS

EDUCATIONAL & COMMUNITY CENTERS

Raintree Education Center

City of Vista
Vista, CA

Muckenthaler Amphitheatre

City of Fullerton
Fullerton, CA

Lucerne Valley Senior Center

County of San Bernardino
Lucerne Valley, CA

Wildwood Park Community Center

City of Vista
Vista, CA

Heritage Shores Community Center

Rael Development Corp.
Sun City, CA

MERCI

Group Home, Office Bldg, Multipurpose

Buena Park Community Center

City of Buena Park
Buena Park, CA

Chino Hills Community Center

City of Chino Hills
Chino Hills, CA

Crittenton Services

T.I.'s

Lakeview Terrace Community Center

Saman Construction and Development
Placentia, CA

***Vista Ranchos Historical Society
Museum***

Vista Rancho Historical Society, Inc.
Vista, CA

Ole Hansen Beach Club

City of San Clemente
San Clemente, CA

Pacific Auditorium

Pacific Auditorium Foundation
Fullerton, CA

Sleepy Hollow Community Center

City of Chino Hills
Chino Hills, CA

Maple Recreation Center

City of Fullerton
Fullerton, CA

Buena Clinton Center

City of Garden Grove
Garden Grove, CA

PARKS AND SPORTS CENTERS

MACCAMBRIDGE PARK

City of Burbank
Burbank, CA
*Tennis Center *Restrooms

COVINA PARK

City of Covina
Covina, CA
*Teen Center Remodel

MACPHERSON PARKS SPORTS COMPLEX

City of Orange
Orange, CA
*Combined Concession, Restroom,
Activity and Storage Building

FRONTIER PARK

City of La Mirada
La Mirada, CA
*Community Center

COLONY PARK

City of Ontario
Ontario, CA
*Concession Building with Restrooms
*Storage & Team Meeting Room

BON VIEW COMMUNITY CENTER

City of Ontario
Ontario, CA
*Community Center Remodel

MERVYNDYMALLY CONGRESSIONAL PARK

City of Lynwood
Lynwood, CA
*Recreational Center

PALM DESERT SKATE PARK

City of Palm Desert
Palm Desert, CA
*Skate Park

BIG LEAGUE DREAMS

Chino Hills, CA
Redding, Ca.
Manteca, CA
League City, Texas
*Sports Complex's

DOWNEY SKATE PARK

City of Downey
Downey, CA
*Tennis Center

GREENLEAF PARK

City of Whittier
Whittier, CA
*Restrooms and Checkout Building

CUDAHY PARK

City of Cudahy
Cudahy, CA
*Recreation Office and Restroom
Renovation

PETERSON PARK

City of Diamond Bar
Diamond Bar, CA
*Restroom/Concession Building
Renovation for ADA upgrade

SLEEPY HOLLOW

City of Chino Hills
Chino Hills, CA
*Community Center

TOWN CENTER COMMUNITY PARK

City of Santee
Santee, CA
*Sports Park

FREEDOM PARK

City of Las Vegas
Las Vegas, NV
*Sports Park

FULLERTON TENNIS CENTER

City of Fullerton

Fullerton, CA

*Tennis Center

ROYAL OAKS PARK

City of Duarte

Duarte, CA

*Community Center Remodel

VICTORIA REGIONAL PARK

City of Carson

Carson, CA

*Restroom Renovation, Concession
Addition, Picnic Shade Structure

NUEVA VISTA PARK

City of Bell

Bell, CA

*Restroom Facility

**BARNES PARK, BELLAVISTA
PARK**

EDISON TRAILS PARK, GARVEY
RANCH PARK, GEORGE ELDER
PARK, LA LOMA PARK, CITY
OF MONTEREY PARK

Monterey Park, CA

*Combined Projects for ADA Site
Improvements

GUNN AVENUE PARK

County of Los Angeles

Los Angeles, CA

*Shade Shelter and Patio Area
with Food Preparation Counter

THOMAS BURTON PARK

County of Los Angeles

Los Angeles, CA

*Picnic Shelter with Food
Preparation Center

INLINE SPORTS CENTER

Inline Sports Associates

Newport, Beach, CA

*Office/Checkout Area

**FREEWAY PARK SPORTS
COMPLEX**

City of Glendale

Glendale, CA

*Offices/Storage/Concession/Restroom
Cart Storage/Batting Cage Control Bldg
Shop/Office/Restroom/Storage/
Maintenance Building

WHITTAKER JAYNE ESTATE

City of Buena Park

Buena Park, CA

*Storage Room Addition

SCOTT PARK

City of Carson

Carson, CA

*Recreation Building

*Concession Stand

**MOUNTAIN VIEW COUNTRY
CLUB**

County of San Bernardino

Ontario, CA

*Golf Cart Storage Building

RALPH FOY PARK

City of Burbank

Burbank, CA

JURUPA PARK

County of Riverside

Riverside, CA

*Storage/Maintenance Building

*Concession Stand with Overhead Structure

**SAN JUAN CAPISTRANO SPORTS
PARK**

City of San Juan Capistrano

San Juan Capistrano, CA

*Roller Hockey Facility Building

BRENTWOOD PARK

City of Corona

Corona, CA

*Restroom Remodel

SUNNYMEAD PARK

City of Moreno Valley
Moreno Valley, CA
*Concession/Restroom Building

WHITTAKER JAYNE ESTATE

City of Buena Park
Buena Park, CA
*Storage Room Addition

HOPE INTERNATIONAL UNIV.

Student/Athletic Center
Student Center
*Gymnasium

TUSTIN SENIOR CENTER

City of Tustin
Tustin, CA
*Addition

CENTENNIAL PARK

City of Tustin
Tustin, CA
*Restroom/Shade Structure

CHULA VISTA SKATE PARK

City of Chula Vista
Chula Vista, CA
*New Entry Building

ASSISTANCE LEAGUE

City of Fullerton
Fullerton, CA
*Relocation

CREEKSIDE PARK

City of Walnut
Walnut, CA
*Concession Stand addition/remodel

CHINO HILLS

City of Chino Hills
*Community Centers

BUENA PARK

City of Buena Park
*Community Center

MILE SQUARE PARK

City of Fountain Valley
*Archery Range

GARLAND RANCH

Monterey Ca
*Visitors Center

GRIFFITH MANOR PARK

*Community Center

FONTANA ADULT SOFTBALL PARK

Fontana, Ca.
*Sports Complex

MORENO VALLEY

Moreno, Ca.
*PSB Gym/Locker Room

HEROS PARK

Lake Forrest
*Restroom Concession Bldg.

SANTEE TOWN CENTER

Santee, Ca.
*Community Park

FULLERTON TENNIS CENTER

Fullerton, Ca.
*Tennis Center Renovation

LEMON PARK/MAPLE CENTER

Fullerton, Ca.
*Community Park

EXAMPLES OF RELEVANT EXPERIENCE AND SKILLS

Buena Park Community Center
City of Buena Park, Recreation, Parks, and Community Services
6650 Beach Blvd., Buena Park, CA. 90621
Margaret Riley
(714) 236-3850

Work products included Concept Design, Construction Documents, Bidding Assistance, Construction Administration, and Post Construction services

Budget: \$6,000,000.00



Lemon Park Community Center
City of Fullerton, Parks & Recreation Department
303 W. Commonwealth Ave., Fullerton, CA. 92832
Hugo Curiel
(714) 738-6583

Work products included Concept Design, Construction Documents, Bidding Assistance, Construction Administration, and Post Construction services

Budget: \$2,700,000.00



Chino Hills Community Center
City of Chino Hills, Community Services Department
14000 City Center Drive, Chino Hills, CA. 91709
Jonathan Marshall
(909) 364-2711

Work products included Concept Design, Construction Documents, Bidding Assistance,
Construction Administration, and Post Construction services

Budget: \$7,000,000.00



Buena Clinton Youth and Family Center
City of Garden Grove, Community Services
11222 Acacia Parkway., Garden Grove, CA. 92840
Digna De La Reyes
(714) 741-5179

Work products included Concept Design, Construction Documents, Bidding Assistance,
Construction Administration, and Post Construction services

Budget: \$2,200,000.00



Griffith Manor Park Community Center
City of Glendale, Parks, Recreation, & Community Services
613 East Broadway, Glendale, CA. 91206
Shahen Begoumian
(818) 548-3796

Work products included Concept Design, Construction Documents, Bidding Assistance, Construction Administration, and Post Construction services

Budget: \$720,000.00



McCoy Community Center
City of Chino Hills, Community Services Department
14000 City Center Drive, Chino Hills, CA. 91709
Jonathan Marshall
(909) 364-2711

Work products included Concept Design, Construction Documents, Bidding Assistance, Construction Administration, and Post Construction services

Budget: \$1,200,000.00



REFERENCES
CRANE ARCHITECTURAL GROUP

The following references are provided to better acquaint you with
our firm. Please feel free to contact any of these listed below.

Jonathan Marshall
Parks & Recreation Director
City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709-4869
Ph. (909) 364-2711
jmarshall@chinohills.org

Michael Throne
Public Works Director/City Engineer
Acting Community Services Director
City of San Marino
2200 Huntington Drive.
San Marino, CA 91108
(626) 300-0787
mthrone@cityofsanmarino.org

Margaret Riley
Director of Community Services
City of Buena Park
6688 Beach Boulevard
Buena Park, CA 90621
Ph. (714) 562-3860
mriley@buenapark.com

Alice Loya
City of Fullerton
Deputy Director, Parks & Recreation Dept.
303 W. Commonwealth Ave.
Fullerton, CA 92832-1775
Ph. (714) 738-6587
Aloya@ci.fullerton.ca.us

Proposed Staffing and Organization

•

Proposed Consultants

Architecture	Firm: Address: City/ST/Zip: Phone: Contact:	Crane Architectural Group 110 E. Wilshire Ave., Suite 300 Fullerton, CA 92832 714-525-0363 Rick Crane
Structural	Firm: Address: City/ST/Zip: Phone: Contact:	Wong and Associates 180 S. Prospect Ave., Suite #110 Tustin, CA 92780 714-838-9898 Ariv Wong
Mech/Elect/Plumb	Firm: Address: City/ST/Zip: Phone: Contact:	H2S Engineers, Inc 1124 North Boatswain Circle Anaheim, CA 92801 9714-321-3068 Monita Verma
Landscape	Firm: Address: City/ST/Zip: Phone: Contact:	MIG 109 W. Union Ave. Fullerton, CA 92832 714-871-3638 Steve Lang
Food Service	Firm: Address: City/ST/Zip: Phone: Contact:	Tec Design 15918 Padova Dr. Hacienda Heights, CA 91745 626-512-9443 Nestor Tec
A/V Consultant	Firm: Address: City/ST/Zip: Phone: Contact:	Media Systems Design Group P.O. Box 66337 Los Angeles, CA 90066 310-398-0281 Timothy Hart

PROJECT PERSONNEL

CRANE ARCHITECTURAL GROUP

Crane Architectural Group provides architectural services to public agencies of all kinds. The firm employs a wide spectrum of individuals all of whom are specially trained to provide public agencies with the best of results. Below is an outline of our staff structure.

Principal Architect:

Rick Crane

Architect, Administrator

Technical Staff:

Mark Blumer

Project Architect

Steve Kalthoff

Project Manager

Kristine Frith

Cadd Draftsman

Joshua Crane

Cadd Draftsman



FIRM KEY PERSONNEL:

CRANE ARCHITECTURAL GROUP KEY PERSONNEL PRINCIPAL ARCHITECT

Richard J. Crane Jr.

Number of years with firm: 25

Percentage involvement: 10%

Individual experience: Mr. Crane has designed many recreational and commercial projects; in addition, he has directed the design and planning of community centers, outdoor amphitheatres, senior centers, sports complexes, and office buildings. His comprehensive background in design and planning serves as the outstanding element in our architectural team. Committed to participating in civic and professional organizations, Crane Architectural Group is or has been active in the City of Fullerton's Planning Commission, Design Review Committee, the American Institute of Architects, the International Conference of Building Officials, and the National Trust for Historic Preservation, the American Planning Association, Fullerton Heritage, the Rotary Club of Fullerton and the Pacific Auditorium Board of Directors.

CRANE ARCHITECTURAL GROUP KEY PERSONNEL PROJECT ARCHITECT

Mark Blumer

Number of years with firm: 23

Percentage involvement: 40%

Individual experience: Following his graduation from U.C. Berkeley, Mr. Blumer entered the employment of Belair-Crane Design Group, where he was responsible for design work and construction document preparation.

Mr. Blumer has been with the firm of Crane Architectural Group since its inception. There, his duties have encompassed the spectrum of architectural practice, bringing projects from initial design to the final construction document phase. These projects have ranged from community centers, senior centers and sports complexes projects, as well as historic preservation projects.

CRANE ARCHITECTURAL GROUP KEY PERSONNEL PROJECT MANAGER

Steve Kalthoff

Number of years with firm: 22

Percentage involvement: 50%

Individual experience: After graduating from Cal Poly Pomona's Architecture Program, Mr. Kalthoff entered the employment of Crane Architectural Group. His duties have included the entire range of architectural practice, but especially the construction document phase. He has vast experience working with City personnel, construction teams, and regulatory agencies.

He has worked on many types of projects, including park and recreation, commercial and industrial; and custom residential projects.

RESUME
RICHARD J. CRANE, JR., AIA
PRINCIPAL

REGISTRATION

Registered Architect; State of California No. 21132; State of Texas No. 18270
National Council of Architectural Registration Board; NCARB #40467

EXPERIENCE

Upon graduating from Cal Poly Pomona's Architecture Program, Mr. Crane was employed for many years with Thomas Maurer AIA & Associates, a 20-person mid-size firm. With this firm Mr. Crane advanced in position from Project Manager to Design Administrator and finally Vice President. At this point he was responsible for many phases of architecture including programming, budgeting, planning, design, construction document preparation, contract administration, and general office management.

Upon leaving TMA and for the four years following, Mr. Crane was the principal partner in the architectural firm of Belair-Crane Design Group. As principle of this firm Mr. Crane was responsible for all phases of architecture.

Today, as principal of his own firm, Mr. Crane utilizes his experience to provide architectural services for many different types of projects including governmental and private development.

EDUCATION

California State Polytechnic University, Pomona, California
Bachelor of Architecture
Cerritos College, Norwalk, California
Associate of Arts in Business Management

PROFESSIONAL AFFILIATION

American Institute of Architects AIA
American Planning Association APA
National Trust for Historic Preservation
International Conference of Building Officials

COMMUNITY INVOLVEMENT

Past Chairman, City of Fullerton Redevelopment
Design Review Committee
Active Member, Rotary Club of Fullerton
Board Member, Pacific Auditorium
Active Member, Fullerton Heritage
Committee Member, Fixed Guiderail Review Committee-Fullerton



RESUME
MARK THOMAS BLUMER
LEED PROJECT ARCHITECT

REGISTRATION

Registered Architect, State of California
LEED Accredited Professional (AP)

EXPERIENCE

Following his graduation from U.C. Berkeley, Mr. Blumer entered the employment of Belair-Crane Design Group, where he was responsible for design work and construction document preparation.

Mr. Blumer has been with the firm of *Crane Architectural Group* since its inception. There, his duties have encompassed the spectrum of architectural practice, bringing projects from initial design to the final construction document phase. These projects have ranged from single and multi-family residential projects, to commercial, governmental and religious projects, as well as historic preservation projects.

EDUCATION

Bachelor of Arts with a major in Architecture
University of California at Berkeley

COMMUNITY INVOLVEMENT

Past Chairman, Redevelopment Design Review Committee (City of Fullerton)
Former Member, City of Fullerton Bicycle-Users Sub-Committee
Former Member, City of La Habra Planning Commission

PARTIAL PROJECT LIST:

J.W. Christensen Co., Inc. - Tilt-up Warehouse, Ontario, CA
Landmark Regency Development - Office/Warehouse, Fullerton, CA
Techno-Coatings - Tilt-up, City of Anaheim
Elegance in Time - Retail Showroom, City of Orange
General Aviation Hanger - Fullerton Airport, Fullerton, CA
Utility Trailer - Office Building, City of Industry
Plasitcolor - Industrial Building, Fullerton, CA
Sanderson/J. Ray Corp - Retail Center, City of Fullerton
DOWNEY SKATE PARK-TENNIS CENTER, DOWNEY CA.
Peppertree & Magnolia Park – Restroom & Shade Structures, City of Tustin
San Juan Capistrano – Sports Complex, City of San Juan Capistrano
HOPE INTERNATIONAL UNIVERSITY – Student gymnasium, Fullerton CA.



RESUME
STEVE KALTHOFF
PROJECT MANAGER

EXPERIENCE

After graduating from Cal Poly Pomona's Architecture Program, Mr. Kalthoff entered the employment of *Crane Architectural Group*. His duties have included the entire range of architectural practice, but especially the construction document phase. He has vast experience working with City personnel, construction teams, and regulatory agencies.

He has worked on many types of projects, including park and recreation, commercial and industrial; and custom residential projects.

EDUCATION

Bachelor of Architecture
California State Polytechnic University, Pomona, California

PARTIAL PROJECT LIST:

Extreme Custom Trailers - Manufacturing Building, Riverside County
Aptek Laboratories - Tilt-up Building, Valencia, CA
Keiwi Industrial Co. - High Desert Power, Victorville, CA
Riverside County Fleet Services - Vehicle Service Building, County of Riverside
Hutchison Lot 11 Spec. Building - Shell Building, Mira Loma, CA
Inland Bobcat - Office Building, Riverside, County
Borrman Metal Center - Office Building, Riverside County
Fullerton Civic Light Opera - Warehouse Building, Fullerton, CA
Pacific Couriers - Office/Warehouse Addition, Fullerton, CA
Tri-County Drilling - 2 Story Office Building, San Diego, CA
Sunny Hills Car Care – Fullerton, CA
Belvedere Park - Snack Bar, LA County
Peterson Park Restroom - Sun City, CA.
Big League Dreams Sports Complex – Chino Hills, CA.
Christ Lutheran Church & School - Early Childhood Center Remodel, Fullerton, CA
Temple Beth Tikvah – Fullerton, Ca



Wong and Associates

Structural Engineers

Wong and Associates was established in 2004 and offers a wide range of structural design services from simple to complex structures. Our engineering staffs have more than 90 years of combined experiences working on projects from residential, tenant improvement, retail, commercial, and industrial including tilt-up as well as high rise buildings. A long term relationship with our clients based on trust we earn through our performance and respect is critical in our continued company's growth. One of our strength is our ability to work collaboratively as a team player with our clients to solve and produce innovative design challenges.

Experience:

Mr. Wong has been working in the field of structural engineering for over 25 years. He has completed numerous projects in a wide range of structural disciplines making his knowledge of the profession widely diverse. Some of his projects include: retail shopping centers, office buildings, parking structures, educational facilities, industrial buildings, and high rise buildings. Mr. Wong interest in computers has enabled him to become very proficient with several structural engineering software's that allow him to provide an economic design in a time frame that complies with project schedules. Ariv's exceptional personality makes him a pleasure to work with. His vast experience enables him to offer innovative ideas in the design of any complex projects to satisfy clients architectural design intent by maintaining the shape and functionality of the buildings.

H2S

Mechanical/Electrical/Plumbing Engineers

Our Experience

We are a group of Licensed Mechanical and Electrical engineers working in industry providing HVAC, Electrical and Plumbing Design services. Our final product is permit ready construction documents and we also provide construction administration for our projects.

We have done many projects for various markets including commercial office buildings, tenant improvements, core and shell, restaurants, medical office buildings, public buildings, warehouses, grow facilities, religious facilities, mixed occupancy building, ground up buildings and manufacturing facilities.

Aggregate 30 years providing services in the field of Healthcare, Commercial and Education. Hands on design and construction administration of large healthcare facilities, school campus, college buildings, trauma centers, large and small office spaces, mix-use occupancies, large assembly places, retails, restaurants, medical office buildings, tenant improvement, pharmacies, cleanroom applications, dormitories, religious facilities, government buildings and retrofits. Detailed energy analysis, life cycle cost analysis, Energy options comparison studies, CAL Green, OSHPD, DSA, California Codes, ASHRAE standards, Savings By Design.

Services Provided

- Mechanical, Electrical and Plumbing Design and Construction administration for New Construction, Renovation and Alterations.
- Feasibility study of existing HVAC/Electrical/Plumbing systems and energy upgrade analysis.
- Energy analysis, LEED.
- Design Build.

MIG

Landscape Architect

Since it was founded in 1982, MIG has focused on planning, designing and sustaining environments that support human development. We embrace inclusivity and encourage community and stakeholder interaction in all of our projects. For each endeavor — in planning, design, management, communications or technology — our approach is strategic, context-driven and holistic, addressing social, political, economic and physical factors to ensure our clients achieve the results they want.

MIG's landscape architects balance user needs with elegant design to create lasting, award-winning sustainable environments. MIG provides a full range of services from concept, design, feasibility studies, and master plans to construction documentation. We have broad experience in the design of civic, community and outdoor environments that contribute to community livability, integrate people with and without disabilities, promote lead healthy, active lifestyles and create a sense of place.

Tec Design & Assoc.

Kitchen

Tec Design & Associates, founded in 1998, provides a full range of food service design and consulting. Coordinating with the architect, our design team helps through all stages of document/approved processes from schematic design, design development, construction documents, to Health Department approvals. The principal of the firm, Nestor Tec, has over 30 years of experience assisting clients with their food service design needs.

Media Systems Design Group

A.V. Technology Consultants

Services

MSDG provides comprehensive consulting and design services for audio-visual, media presentation systems and telecommunications and structured cabling infrastructure. Our design expertise extends across a wide range of projects with special emphasis on educational facilities, civic projects and corporate presentation systems. Our goal is to provide complete, thoughtful designs that are responsive to the needs of our clients and are closely coordinated with the design team. All projects receive close attention from a principal of the firm.

Our Approach

The scope of our consulting services encompass the project from the initial programming of the end-users' requirements to the construction administration and commissioning of the completed systems. Our initial focus in a project is to establish a clear understanding of the client's requirements and provide an accurate opinion of the installed cost of those systems. During the design of the project we work closely with the design team to insure that all aspects of the system are well coordinated with the overall design of the project. We take particular care in providing complete coordination with engineering disciplines early in the design process and in developing innovative design solutions to integrate the components of design into the architecture of the project. We also closely observe the work of integrators during the construction of the project to ensure that the systems are installed to the highest professional standards and provide the functionality required by the client.

Architecture
Crane Architectural Group
Principal Architect
Richard J. Crane, Jr., A.I.A.
Fullerton, CA

Crane Architectural Group
Project Architect
Mark Blumer

Crane Architectural Group
Project Manager
Steven Kalthoff

Crane Architectural Group
CAD Drafter
Joshua Crane

Crane Architectural Group
CAD Drafter/Office Manager
Kristine Frith

Structural Engineer
Wong and Associates
Tustin, CA
Ariv Wong

Mech/Elect/Plumb
H2S Engineers, Inc
Anaheim, CA
Monita Verma

Landscape Architect
MIG
Fullerton, Ca
Steve Lang

Food Service Consultant
Tec Design
Hacienda Heights, CA
Nestor Tec

A/V Consultant
Media Systems Design Group
Los Angeles, CA
Timothy Hart

Detailed Work Plan



RICHARD J. CRANE, JR., AIA
ARCHITECT

December 17, 2021

EXAMPLE PROPOSAL
TO PROVIDE
ARCHITECTURAL SERVICES
FOR
City of Fullerton
Purchasing Department
303 W Commonwealth Ave
Fullerton, CA 92832
Attn: Jimmy Armenta

Project: On Call Services
Fullerton, CA

Description of Proposed Services

- Provide architecture professional services for public facilities.

Scope of Services-

A. Services to Include but not limited to:

- Conceptual design, master planning, feasibilities study, and construction documents.
- Renovation and/or expansion of existing public facilities.
- Preparation of landscape/planting plans and irrigation.
- Preparation of project special provisions and technical specifications.
- Provide cost estimates.
- Provide constructability review and construction support.

I SERVICES TO INCLUDE

A. Phase A: Master Plan/Feasibilities Study/Envelope Evaluations
Phase

1. Crane Architectural Group shall review the program furnished by the client to ascertain the requirements of the project and shall confirm such requirements with governing agencies and client for design concepts and approvals.
2. Review of California ADA & Title 24 Standards for the building/project.
3. Participate in up to two design focus group meetings.
4. Develop master plan/feasibility studies.
5. From city supplied information, drawings & field observations, develop base site, floor plan, & elevation base drawings.
6. Develop probable cost estimate.
7. 3 meetings are included in the phase. (3 in Gardena).

B. Phase B: Conceptual Design Phase:

1. Prepare and attend one (1) kickoff meeting with the City of Gardena.
2. Develop project start up and schedules and timelines for

- project completion.
3. Prepare a detailed two (2) conceptual floor plans, elevations, and surrounding site layouts including preliminary draft technical specifications.
 4. Submit conceptual design and report with order-of-magnitude construction cost estimate and schedule.
 5. Development and preparation of schematic design studies, site plan, floor plan, and building elevations, for client's review and approval.
 6. Preparation of design drawings consisting of site plan, floor plan, and building elevations to describe the size, scope, components and character of the entire project, for governing agencies submittal/review.
 7. Develop colored Presentation drawings for governing agencies & clients reviews.
 8. Colors and sample materials board for submittal and approvals by client and governing agencies.
 9. Assist client in processing of Design Documents through the Governing Agency.
 10. Prepare updated construction cost estimate and schedule.
 11. 3 meetings are included during this phase (2 Design Review and 1 City Council in Gardena).
 12. Provide six (6) copies of report/drawings for this phase.

C. Phase C: Construction Documents Phase:

1. Development of site plan, floor plan, exterior elevations, structural concept drawing, and details from preliminary designs for client's approval.
2. Development and preparation of construction documents, consisting of drawings, structural calculations, energy calculations, details, utility plans, and grading plan as required for plan check approvals.
3. Prepare final plans & technical Specifications. (Technical provisions for bidding & construction purposes).
4. Prepare final cost estimate (16 Div. line item format).
5. Review and provide edits to city boilerplate contract documents.
6. Submit application for building plan checking/permit and revise/resubmit plans and specifications as required. Implementation of city, county, state, planning and fire department requirements.
7. Required corrections and coordination with governmental agencies for approvals and building permits.
8. Interfacing and coordination with client retained consultants.
9. Design and development of architectural, structural, plumbing, electrical plans, civil plans, and A/V plans.
10. Assist client in filing the required documents for approval of governing agencies having jurisdiction of the project for plan checking. (Actual filing by client.)
11. 3 meetings are included in this phase (3 in Gardena).
12. Provide one (1) set of Final plans in PDF format.
13. Provide six (6) copies of plans & specifications for this phase.

D. Phase D: Assistance during the Bidding Phase

1. Assist the client during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.

2. Assist with Pre-Bid meeting (at site).
 3. Provide technical assistance during procurement period including participating in one pre-bid meeting, responding to RFI'S and preparing the technical-portion of Addenda if issued.
 4. Review bids, develop bid abstract/comparison, and assist city in contractor selection.
- E. Phase E: Construction Administration and Observation Phase
1. Respond to RFI's, review shop drawings & assist with reviewing contractors change order requests.
 2. Onsite assistance and observation as needed to assist in construction and completion of the project. Six (6) observations are included. Other billed hourly as approved by the client.
 3. Six project meetings (6 in Gardena) and twelve (12) site observations (during construction) are included in this phase.
 4. Assist with punch list review and final job site observation (One (1) meeting in Gardena is included)
- F. Phase F: Final As-Built Drawings Phase
1. From Contractor supplied Shop drawings, Submittals, and notes, Crane Architectural Group shall develop Final As-Built drawings.

II EXCLUSIONS (Services Not Included)


1. Civil engineering. (Street improvement).
2. Client requested revisions during the preparation of construction drawings upon design development approvals.
3. Acoustical analysis and environmental impact studies.
4. Fire sprinkler design and calculations if required.
5. Signage design.
6. Providing financial feasibility or other special studies.
7. Providing detailed estimates of construction cost (by others). Detailed quantity surveys or inventories of material, equipment and labor. (will assist)
8. Making revisions in drawings, specification or other beyond architect's control.
9. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
10. Printing, reproductions and photography of design documents. Billed @ Cost + 15% (accept as outlined in proposal).
11. Governmental processing fees and permit fees.
12. Construction contract administration.
13. Post construction services.
14. Other services not related to design processing.
15. Construction bid coordination. (will assist)
16. Governmental processing for approvals. (will assist)
17. Fire hydrant (fire flow calculations).
18. Construction change orders.
19. 3-D renderings and/ or models.
20. As-Built Drawings.
21. Third party energy (HVAC/Electrical) Design review and report.
22. HVAC/Electrical: Commissioning/Testing/Reports.
23. Structural Engineers observations during construction.
24. Preparation of CEQA Environmental clearance documents.

25. LEED Design, processing, certification, etc.

RESPONSIBILITIES (City to Provide the Following)

1. Environmental reports and processing (If required).
2. Provide copy of existing plans and reports.
3. Provide documentation and related project data from client files and records.
4. Provide designated project coordinator.
5. Provide prompt review and response (in writing) to all material and information submitted.
6. Provide and pay all cost for plan reviews and required processing fees.
7. Coordination of the City review process.
8. Reproduce final bid documents and plans.
9. Provide and pay for all inspection services.
10. Provide copy of "boilerplate" of the contract documents in electronic file.
11. Provide Auto CAD title sheet and design sheet border. (If required).
12. Research and obtaining available plans.
13. Processing of plans, specifications, and estimates for City approval.
14. Advertising and review of the construction bids and construction contract award, including required duplication of contract documents.
15. Management, administration, inspection and materials testing of the construction contract.
16. Providing facilities & meeting rooms for progress meetings.

Sincerely,
Crane Architectural Group



Richard J. Crane, Jr., AIA
Architect

Fee Proposal

Crane Architectural Group

Hourly Rates

Architect:

Principal	\$195.00/Hour
Staff Architect	\$160.00/Hour
Project Designers	\$130.00/Hour
Project Manager	\$115.00/Hour
Cad Draftsman	\$85.00/Hour
Clerical	\$47.00/Hour
Mileage Rate	\$00.46/Mile

Structural Engineer:

Principal	\$190.00/Hour
Staff Engineer	\$140.00/Hour
Cad Draftsman	\$55.00/Hour
Mileage Rate	\$00.46/Mile

Mechanical/Plumbing/Electrical Engineer:

Principal	\$180.00/Hour
Staff Engineer	\$120.00/Hour
Draftsman	\$50.00/Hour
Clerical	\$35.00/Hour
Mileage Rate	\$00.46/Mile

Landscape Architect:

Principal	\$175.00/Hour
Staff Architect	\$110.00/Hour
Project Designers	\$90.00/Hour
Project Manager	\$65.00/Hour
Cad Draftsman	\$55.00/Hour
Clerical	\$35.00/Hour
Mileage Rate	\$00.46/Mile

Food Service:

Principal	\$160.00/Hour
Staff Designer	\$110.00/Hour
Cad Draftsman	\$50.00
Mileage Rate	\$00.46/Mile

A.V. Technology Consultant

Principal	\$180.00/Hour
Staff Designer	\$120.00/Hour
Draftsman	\$50.00/Hour
Clerical	\$35.00/Hour
Mileage Rate	\$00.46/Mile

Appedices

OUR SERVICE METHODOLOGY HOW WE WORK

Delivery System

Every project at *Crane Architectural Group* receives the direct involvement and is the overall responsibility of the principal. To assure continuity in the delivery of services from project conception to project completion, the principal assigns an experienced Project Manager/Designer to the job. The project manager/designer's responsibilities (in conjunction with the principal) include determination of project scope, scheduling, supervision of documentation, coordination with regulatory agencies, and utilization of outside consultants where appropriate.

Client Participation

Crane Architectural Group emphasizes client input and involvement at all levels. We maintain regular communication from onset through completion of each project. *Crane Architectural Group* considers this type of involvement essential to realizing client and project objectives.

Approval Process

The ability to work with regulatory agencies has proven vital to *Crane Architectural Group*. This strength can be attributed to many years of involvement with regulatory policies and processes coupled with well cultivated working relationships with regulatory employees at all levels.

Cost/Schedule Control

A primary goal at *Crane Architectural Group* is respect for schedule and budget. Far reaching experience in a variety of projects has lead to an understanding of, and respect for, budget and time constraints. Budgeting and scheduling are undertaken at the onset and then closely monitored for the duration of each project.

Computer Aided Drafting and Design

Crane Architectural Group has been using the technology of Computer Aided Drafting and design (Auto CAD) for many years. Our highly trained staff of design professionals presently operate one of the most state-of-the-art CAD systems available. This highly sophisticated equipment enables the office to respond quickly to tight schedules and rapid changes in project scope. Our CAD expertise also gives us the drawing capability of much larger firms. Use of CAD technology expedites the design and construction document phases of many of our projects.



RICHARD J. CRANE JR. A.I.A.
ARCHITECT

Insurance Requirements

Crane Architectural Group shall maintain the insurance coverage for comprehensive, general liability, professional liability, automotive liability, and worker's compensation insurance.

Commercial, General Liability	Each Occurrence	\$1,000,000.00
	Aggregate	\$2,000,000.00
Automobile Liability		INCLUDED
Worker's Compensation	Each Accident	\$1,000,000.00
Professional Liability	Each Occurrence	\$1,000,000.00
	Aggregate	\$2,000,000.00

CRANE ARCHITECTURAL GROUP DELIVERS!

- LEADERS IN COMMUNITY DESIGN
- CREATIVE VISION
- DESIGN HANDS-ON UNDERSTANDING OF THE SITE ISSUES AND OPPORTUNITIES
- PROVEN ABILITY TO MAXIMIZE STAFF AND COMMUNITY INPUT
- STRONG, SEASONED TEAM OF LOCAL FIRMS WITH TECHNICAL DEPTH
- IN-HOUSE EXPERTISE IN ADA COMPLIANCE, LEED-ACCREDITED PROFESSIONALS
- PROVEN SUCCESS IN ENGAGING THE COMMUNITY IN AN INTERACTIVE AND MEANINGFUL WAY
- EXTENSIVE RELEVANT EXPERIENCE
- STRONG RESPONSE TO CRITICAL SCHEDULES AND BUDGETS
- PROVEN ABILITY TO MANAGE MULTIPLE PROJECTS SIMULTANEOUSLY
- DETAILED QA/QC PROCEDURES FOR CONSTRUCTION DOCUMENT PREPARATION
- AWARD-WINNING DESIGN RECORD

PROJECT MANAGEMENT

- **COORDINATION**

- INTERNAL AND SUBCONSULTANT ACTIVITIES
- PRODUCTION AND RESOURCES
- DELIVERABLES

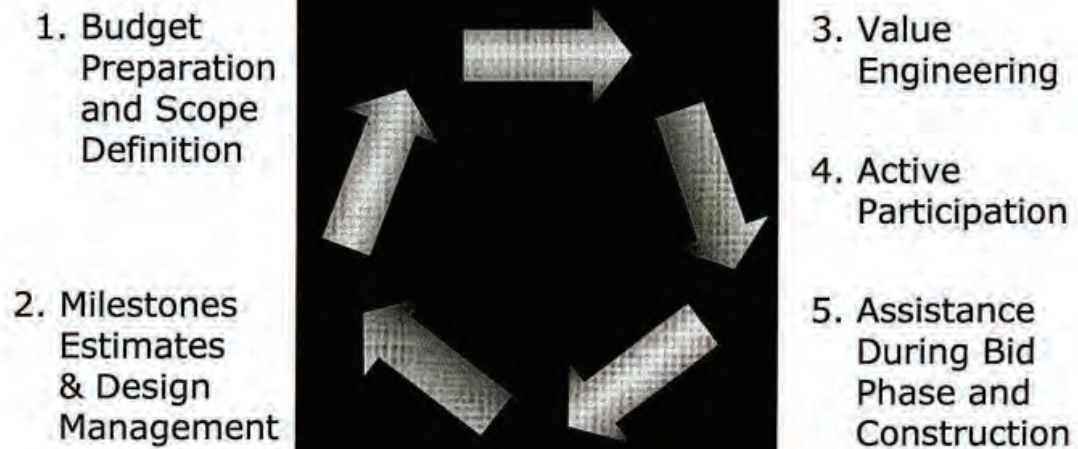
- **COMMUNICATION**

- WITHIN CRANE ARCHITECTURAL GROUP
- AMONG PROJECT TEAM MEMBERS
- WITH COUNTY PROJECT MANAGER, KEY STAFF

- **CONTROL**

- CHANGES IN STRATEGY
- CHANGES IN SCOPE
- DETAILED QA/QC PROCEDURES

COST MANAGEMENT IS A 5 - PART PROCESS



Quality Control

Geotechnical Engineer

Landscape Architect

Civil Engineer

Electrical Engineer

Mech/Plumb Engineer

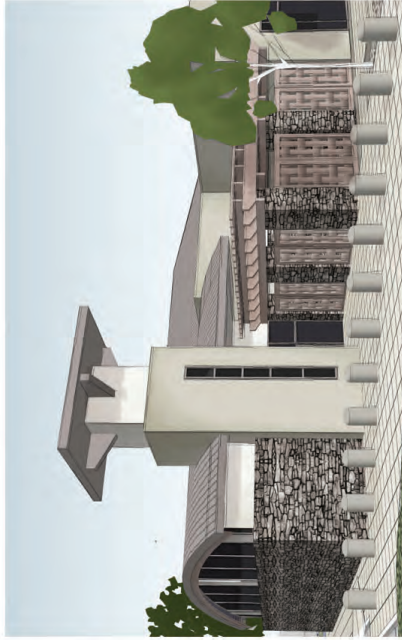
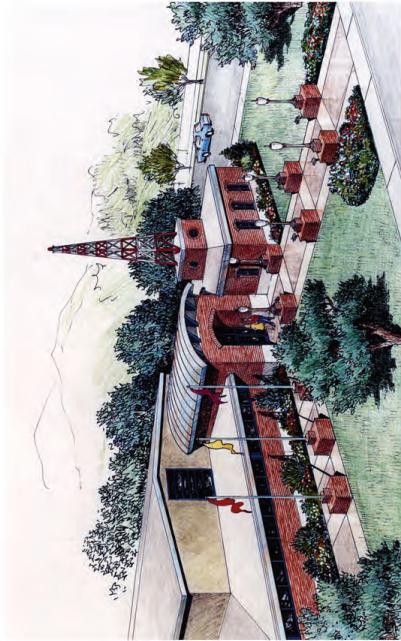
Structural Engineer

Architecture

- ☐ Orientation
- ☐ Grading
- ☐ Utilities
- ☐ Mechanical Systems
- ☐ Break Room Layout
- ☐ Daylighting
- ☐ Energy Efficiency
- ☐ Structural System
- ☐ Building Envelope
- ☐ Exiting
- ☐ Finish Selection
- ☐ Maintenance Bays
- ☐ LEED Certified







Status of Past and Present Contracts Form



RICHARD J. CRANE JR. A.I.A.
ARCHITECT

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 subconsultant 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 conforming 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.

Statement of Litigation

Crane Architectural Group has not provided services in the past five (5) years as the prime contractor or as a subconsultant, in any contracts, in which the contract has 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

Richard J. Crane Jr.

Title

owner

Crane Architectural Group

Exceptions Form



RICHARD J. CRANE JR. A.I.A.
ARCHITECT

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 indicated 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

PROPOSING FIRM Crane Architectural Group DATE 12.17.21

BUSINESS ADDRESS 110 E. Wilshire Ave., Suite 300, Fullerton, CA 92832

SIGNATURE OF REPRESENTATIVE 

BY Richard J. Crane, Jr. TITLE SOLE OWNER

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:


	<u>Sole owner</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

EXHIBIT C

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2022

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).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): 626-696-1890 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	
INSURED Crane Architectural Group 110 E. Wilshire Avenue #300 Fullerton CA 92832		INSURER(S) AFFORDING COVERAGE INSURER A: Aspen American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
License#: 6003745 CRANARC-01		NAIC # 43460	

COVERAGES

CERTIFICATE NUMBER: 1391621341

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability			AAAE10012803	11/15/2021	11/15/2022	Per Claim Aggregate Limit \$1,000,000 \$2,000,000

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

RE: All operations for the City of Fullerton

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CRANARC-01

DASARISAIKUMAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2022

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).

PRODUCER NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: Sherry Parlan PHONE (A/C, No, Ext): (858) 869-8331 FAX (A/C, No): (858) 869-8301 E-MAIL ADDRESS: Sherry.Parlan@nfp.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Employers Preferred Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Crane Architectural Group 110 E.Wilshire Ave # 300 Fullerton, CA 92832	NAIC # 25674 10346	

COVERAGES

CERTIFICATE NUMBER:

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6800J543027	4/17/2022	4/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6800J543027	4/17/2022	4/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		X	SMC005135214	6/1/2022	6/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

APPROVED

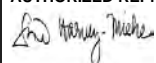
By Olga Vellanoweth at 2:50 pm, Jun 27, 2022

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Fullerton, its elected or appointed officials, officers, employees and volunteers are named Additional Insured as respects to General Liability. This insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the certificate holder applies as respects to General Liability coverage.

A Waiver of subrogation in favor of the certificate holder applies as respects to Workers Compensation coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Fullerton 303 W. Commonwealth Ave 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 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. 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 Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



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 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization**Job Description**

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

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.)

This endorsement, effective 06/01/2021 at 12:01 AM standard time, forms a part of


Policy No. SMC 0051352 13 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to CRANE, RICK (IND)

Endorsement No.

Premium

Countersigned at _____ on _____ By:  _____

Authorized Representative

WC 04 03 06

(Ed. 4-84)

© 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

PERSON OR

ORGANIZATION: CITY OF FULLERTON

ADDRESS: 303 W COMMONWEALTH AVE
FULLERTON CA 92832

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.