

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
DEVELOPMENT ONE, INC.**

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 Development One, Inc. a California Corporation ("Consultant").

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Consultant's Proposal set forth in Exhibit "B" unless the City, prior to Consultant performing the additional services, approves such additional

services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

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

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

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

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

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

5.0. INSURANCE

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

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

5.2. Minimum Scope and Limits of Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

Consultant shall designate a representative for purposes of this Agreement who

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

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

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

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

IF TO CONSULTANT:

Development One, Inc.
202 W. Amerige Avenue
Fullerton, CA 92832
Attn: J. Bruce Camino

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

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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:

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- (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

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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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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Consultant in the performance of this Agreement.

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

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

IF TO CONSULTANT:

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

IF TO CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FULLERTON

City Manager

Date: _____

CONSULTANT

[NAME AND TITLE]

Date: _____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

SECTION VII

STATUS OF PAST AND PRESENT CONTRACT FORM

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

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:

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<hr/>	<hr/>
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RFQ #4367 On-Call Professional Architectural Services

Questions and Answers

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

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

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

EXHIBIT B
CONSULTANT'S PROPOSAL



REQUEST FOR QUALIFICATIONS #4367 ON-CALL PROFESSIONAL ARCHITECTURAL SERVICES

PREPARED FOR:

CITY OF FULLERTON - PURCHASING
ATTN: JIMMY ARMENTA, BUYER
303 W. COMMONWEALTH AVENUE
FULLERTON, CA 92832-1775
PHONE: 714-738-6533
EMAIL: JARMENTA@CITYOFFULLERTON.COM

PREPARED BY:



DEVELOPMENT ONE, INC.

Architecture | Project Management

202 W. AMERIGE AVENUE
FULLERTON, CA 92832
WWW.DEVELOPMENTONE.NET | (714) 689-0298



City of Fullerton - Purchasing
Jimmy Armenta, Buyer
303 W. Commonwealth Avenue
Fullerton, CA 92832-1775

Dear Mr. Armenta,

The City of Fullerton is "home" to my firm in a couple of different ways. Development One's new office is located just down the street from City Hall, on 202 W. Amerige Ave. Additionally, our company aircraft has been hangared at Fullerton Municipal Airport for nearly 20 years, and I've been honored to have had the chance to work on a few projects for the City at the airport. So I was very excited when I saw this RFQ come out, and I view it as a chance for my firm to have a positive impact on our community. After reviewing the City's RFQ, we believe that the City of Fullerton will benefit by selecting a firm with two main characteristics; solid experience performing under government on-call contracts, and past experience on a wide range of project types. We offer unmatched credentials for the provision of services to the City of Fullerton, including:

- **Previous Experience with the City of Fullerton:** Development One has completed multiple projects for the City of Fullerton at Fullerton Municipal Airport, including Tenant Improvements, ADA upgrades and building additions.
- **Excellence in On-Call Performance for Government Agencies.** Over its 30+ year history, Development One has demonstrated a track record for success in the design, repair, renovation, and retrofit of government facilities of all types. We have consistently received high performance reviews (See Appendices for client reviews) for on-call projects for agencies such as the Judicial Council of California, the General Services Administration, NASA, the U.S. Armed Forces, and the US Postal Service.
- **Diverse Project Experience.** The City's RFQ specifically mentions Tenant Improvement and ADA projects, as well as construction of small buildings. Under our past on-call contracts, we have completed a dynamic range of project types including:
 - ◇ New Construction
 - ◇ Tenant Improvements
 - ◇ ADA Upgrades
 - ◇ Infrastructure projects including sewer, water distribution, and electrical distribution
- **Expertise in Change Order Prevention.** Change order prevention is at the core of Development One's quality control philosophy. Change orders can lead to project delays, modifications to the project scope, and runaway costs. Our change order prevention strategies all but eliminate these issues.

Thank you for taking the time to review the attached submittal. It would be a privilege to once again be of service to the City of Fullerton. Please feel free to contact me at any time if you have any questions regarding our RFQ response.

Sincerely,

J. Bruce Camino, NCARB, AIA
Principal Architect

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LETTER OF TRANSMITTAL

1. IDENTIFICATION OF PROPOSER

LEGAL NAME	CORPORATE ADDRESS	PHONE
Development One, Inc.	202 W. Amerige Ave., Fullerton, CA 92832	(714) 689-0298

CONTACT'S NAME, TITLE, EMAIL, AND PHONE NUMBER

J. Bruce Camino, Principal Architect | JBruce@DevelopmentOne.net | (714) 689-0298 x91

2. IDENTIFICATION OF PROPOSED SUB-CONSULTANTS

LEGAL NAME	CORPORATE ADDRESS	PHONE
Design West Engineering	412 E. Vanderbilt Way, San Bernardino, CA 92408	(909) 890-3770

CONTACT'S NAME, TITLE, ADDRESS, EMAIL, AND PHONE NUMBER

Steven Johnson, Mechanical Engineer | SJohnson@designwesteng.com | (909) 890-3770 x 225

Leo Maya, Electrical Engineer | LMaya@designwesteng.com | (425) 970-9700 x212

LEGAL NAME	CORPORATE ADDRESS	PHONE
SDSE Structural Engineers	3838 Camino Del Rio North #110, San Diego, CA 92108	(619) 297-2223

CONTACT'S NAME, TITLE, ADDRESS, EMAIL, AND PHONE NUMBER

Chris Kamp, Structural Engineer | ChrisK@SDSE.com | (619) 297-2223 x137

LEGAL NAME	CORPORATE ADDRESS	PHONE
C&S Companies	2355 Northside Drive, Suite 350, San Diego, CA 92108	(619) 296-9373

CONTACT'S NAME, TITLE, ADDRESS, EMAIL, AND PHONE NUMBER

Ken Gethers, Jr., Civil Engineer | KGethers@cscos.com | (619) 296-9373

3. RFQ ADDENDA

We acknowledge Addendum No. 1 "Questions and Answers (FAQ)", posted on December 9, 2021.

4., 5., & 6. STATEMENTS AND SIGNATURES

This proposal shall remain valid for a period of no less than 120 days from the date of submittal.

All information submitted with the proposal is true and correct.

J. Bruce Camino
Principal Architect

**QUALIFICATIONS, RELATED EXPERIENCE, & REFERENCES****1. PROVIDE AN OVERVIEW OF THE PROPOSAL, A SUMMARY OF THE FIRM'S UNDERSTANDING OF THE REQUESTED SCOPE OF WORK, AND ITS APPROACH TO PROVIDING THOSE SERVICES**

Development One understands that the scope of work is to provide on-call architectural services to the City of Fullerton, including:

- Modification of existing restroom buildings for ADA and current building code requirements
- Minor modifications, repairs, and/or additions to existing buildings, including historic facilities
- Construction of small facilities
- Tenant improvement modifications to existing buildings and facilities
- Provide completed construction documents
- Obtain required approvals from the Building and Planning Department
- Provide assistance during construction

Our firm possesses more than 30 years of experience in providing on-call services to governments at the city, county, state, and federal level. As demonstrated in our project examples/references, Development One has a track record of success with all of the requested scope items listed in the RFQ document.

Regarding design philosophy, our firm Principal, Mr. Camino, does not believe in forcing a design style on his clients. Instead, he believes in taking the client's ideas, and refining them for the best and most affordable solution. His visionary approach to design solutions has earned him commendations from his clients, as can be seen in the client evaluations provided in the appendices.

Regarding our specific design and project management approach to providing on-call services, please see our detailed work plan provided on page 22.

2. A BRIEF DESCRIPTION OF YOUR FIRM'S BACKGROUND, SIZE, OFFICE LOCATION IN CALIFORNIA, AND HISTORY AS IT MAY BE RELEVANT TO THE SERVICES REQUIRED

Development One, Inc. is a small, minority owned architecture and project management firm based in Fullerton, California. Our firm specializes in the design, repair, and remodel of government facilities. For over 30 years, Development One has offered a wide range of services, including:

- Architecture
- Project Management
- Building Information Modeling (B.I.M.)
- Feasibility Studies & Master Planning
- Geographical Information Systems (G.I.S.)
- Space Planning
- Sustainable Design / LEED
- Quality Control / Change Order Prevention
- Specifications
- Construction Management
- Construction Administration

We have previously provided these services to the City of Fullerton at Fullerton Municipal Airport.

Further insight into our firm's background can be gained through a review our Core Values: *Mission Driven Integrity, Service Excellence, Visionary, Quality Accountability, and Purpose Driven*. These Core Values have served as the DNA of the firm and guide everything that we do, from the firm leadership, to the production staff, and even to our subconsultants. Our firm's Vision Statement is to be the "go-to firm" for the design of critical facilities.

Development One's dedication to quality control and change order prevention is another characteristic that sets our firm apart from our peers. Change order prevention is at the root of Development One's Quality Control philosophy. As experts in change order prevention, the firm delivers an annual seminar on the subject. The course aims to inform design professionals of contractors' techniques for generating change order claims, and offers strategies to successfully avoid them. All of our consultants are required to attend the seminar, and clients often attend as well. The fact that Development One has never been sued for errors and omissions is a testament to the firm's quality of work.



Development One's 2019 Change Order Prevention Seminar

Our firm's quality control plan can be found on [page 24](#) of this response.

3. DESCRIBE YOUR EXPERIENCE PROVIDING SIMILAR SERVICES FOR OTHER PUBLIC AGENCIES AND AUTHORITIES, WITH AN EMPHASIS ON CALIFORNIA JURISDICTIONS AND AGENCIES

Development One has performed similar services for a variety of government clients such as the City of Fullerton, the Judicial Council of California, NASA, the GSA, the U.S. Air Force, and USPS.

We routinely design, manage and deliver a wide range of on-call projects, often with overlapping schedules. We accomplish this by applying a proven management strategy developed specifically to service clients in the government sector.

Elements our strategy include:

- Using experienced project managers assigned exclusively to specific projects.
- Engaging complementary reserve subconsultants for depth in every major discipline to support multiple projects in different geographical zones.
- Applying sophisticated design phasing by collaborating with subconsultants, the client, and stakeholders to adjust work activities to their required schedules.
- Applying our rigorous quality control program to each of our projects.
- Utilization of the AGILE Project Management system (See the "Schedule Control Section on [Page 25](#) for more information about AGILE).

To demonstrate our past experience on similar contracts with public agencies, we have included a sample of relevant contracts/projects on the following pages.

RELATED EXPERIENCE, EXAMPLE NO. 1

TITLE Rehabilitation of Airport Terminal and Traffic Control Tower/Building Addition	PROJECT OWNER City of Fullerton	PROJECT LOCATION (City and State) Fullerton, CA
PRIMARY CONTACT'S NAME AND PHONE NUMBER Brendan O'Reilly, 714-738-6323	PRIMARY CONTACT'S EMAIL brendano@cityoffullerton.com	PROFESSIONAL SERVICES 2014-Current

PROJECT DESCRIPTION

Relevance to RFQ Scope of Services:

- Architectural planning and design for existing facilities
- Construction of Small Facilities
- Tenant Improvements
- ADA modifications
- Obtain permit approval
- Prepare construction documents
- Provide construction support



Fullerton Airport Tower, Terminal, & Building Addition, Rendering

Scope of Work:

Development one provided design services to the City of Fullerton for a Terminal and Tower Remodeling project for Fullerton Airport. The existing terminal and tower were in desperate need of updates that would bring the facility into compliance with current building codes, and provide a more comfortable, inviting environment for both airport staff and visitors. This project included ADA updates in compliance with current Federal Aviation Administration guidelines.



Fullerton Airport Tower & Building Addition, Rendering

Development One provided conceptual designs, final designs, the production of a full set of construction drawings, contract specifications, cost estimates and construction support.

This project included the following design elements and services:

1. ADA accessible restrooms and offices
2. Replacement of non-FAA rated windows
3. Repair of walls
4. Ceiling modifications
5. New flooring and finishes throughout
6. Feasibility Study
7. Construction Administration

Development One has more recently completed the bridging documents for Phase Two of this project, which includes the addition of a multipurpose facility which will be used for a variety of activities including events, classes, demonstrations, etc. We will be performing Construction Management services once the project begins construction.

Key personnel associated with this project:

- J. Bruce Camino (Principal Architect)
- David Meider (Project Manager)
- Christopher Kamp (Structural Engineer)
- Leonard Maya (Electrical Engineer)
- Steven Johnson (Mechanical Engineer)

RELATED EXPERIENCE, EXAMPLE NO. 2

TITLE Office Build-Out Veterans Benefits Administration	PROJECT OWNER General Services Administration (GSA)	PROJECT LOCATION (City and State) Wilshire Federal Building, Los Angeles, CA
PRIMARY CONTACT'S NAME AND PHONE NUMBER Albert Kachigyan, 213-894-0021	PRIMARY CONTACT'S EMAIL Albert.kachigyan@gsa.gov	PROFESSIONAL SERVICES 2015-2016

PROJECT DESCRIPTION

Relevance to RFQ Scope of Services:

- Architectural planning and design for existing facilities
- Tenant Improvements
- ADA modifications
- Prepare construction documents
- Provide construction support
- Facility listed on national historic register

Scope of Work:

Under an On-Call contract with the General Services Administration, Development One provided design services for the Los Angeles headquarters of the Veterans Benefits Administration. This expansive project involved the demolition and remodel of the entire second floor of the Wilshire Federal Building. Development One was responsible for coordination of all disciplines to produce a complete set of construction bid documents.

Additionally, Development One was tasked with coordinating the "First Impressions" concept for the VBA Office. First Impressions calls for the introduction of graphic displays to help demonstrate the Agency's mission of supporting and caring for the needs of service personnel and their families as well as how these services have developed and been enhanced over the years.



Reception Area



"First Impressions" Wall

To accomplish these goals, Development One's team created large scale graphics in the reception area, the computer room, and a series of interview rooms.

Key personnel associated with this project:

- J. Bruce Camino (Principal Architect)
- David Meider (Project Manager)
- Leonard Maya (Electrical Engineer)
- Steven Johnson (Mechanical/Plumbing Engineer)

RELATED EXPERIENCE, EXAMPLE NO. 3

TITLE HUD & Office of Inspector General, Office Build-Out	PROJECT OWNER General Services Administration (GSA)	PROJECT LOCATION (City and State) 300 N. Los Angeles St. Federal Bldg., Los Angeles, CA
PRIMARY CONTACT'S NAME AND PHONE NUMBER Mark Lovie, 415-961-0222	PRIMARY CONTACT'S EMAIL Mark.Lovie@gsa.gov	PROFESSIONAL SERVICES 2014-2015

PROJECT DESCRIPTION

Relevance to RFQ Scope of Services:

- Architectural planning and design for existing facilities
- Tenant Improvements
- ADA modifications
- Obtain permit approval
- Prepare construction documents
- Provide construction support



Los Angeles St. Federal Building

Scope of Work:

Under an On-Call Contract with the General Services Administration, Development One was commissioned to provide the design for a project to consolidate the U.S. Department of Housing and Urban Development into a 40,252 SF space at the Los Angeles St. Federal Building. The project included the demolition of the existing office space, and the design and construction of the following elements:

- Open office area for 129 employee workstations
- Training rooms with video projection capabilities
- Five conference rooms with audio/visual capabilities
- Break area and storage and supply rooms
- Server and Phone rooms with independently controlled HVAC systems
- ADA compliant health room
- Reception area with a remote door latch system and concealed duress alarms that are hard-wired to the Department of Homeland Security and/or building security.
- Two interview rooms with concealed hard-wired duress alarms
- Evidence room
- Firearms room
- Grand Jury room
- Library
- Staff parking
- Loading dock with adjacent freight elevator

This HUD Office Build-Out is designed to meet the Silver Certification Standards for the US Green Building Council (USGBC) LEED for Commercial Interiors.

Key personnel associated with this project:

- J. Bruce Camino (Principal Architect)
- David Meider (Project Manager)
- Leonard Maya (Electrical Engineer)
- Steven Johnson (Mechanical/Plumbing Engineer)

RELATED EXPERIENCE, EXAMPLE NO. 4

TITLE On-Call (IDIQ) A/E Services	PROJECT OWNER Judicial Council of California	PROJECT LOCATION (City and State) Throughout California
PRIMARY CONTACT'S NAME AND PHONE NUMBER Jagan Singh, 415-865-7755	PRIMARY CONTACT'S EMAIL Jagandeep.Singh@jud.ca.gov	PROFESSIONAL SERVICES 2017-Current

PROJECT DESCRIPTION

Relevance to RFQ Scope of Services:

- Architectural planning and design for existing facilities
- Work on facilities listed on local and national historic registers
- Tenant Improvements
- ADA modifications
- Prepare construction drawings
- Provide construction support

Scope of Work:

Development One has been providing on-call services for the Judicial Council of California for the last four years. This on-call contract involves a wide range of project types located throughout California, including Orange and Los Angeles Counties.

Projects have included:

Statewide Roof Assessments & Repairs

Development One has been providing a series of roof condition assessments at 36 courthouse locations, 22 of which require construction documents for roof replacement.

The scope also included construction administration and inspection services for all the associated roof work. To date, we have surveyed and assessed 1,126,632 SF of roof area, and produced construction documents to replace ~ 846,084 SF of those roofs.

Statewide Elevator Assessments & Repairs

Development One has been providing design and project management services for a series of condition assessments and prescriptive specifications for the modernization of elevators in multiple JCC-owned buildings. The project scope included 52 traction elevators and 30 hydraulic elevators.

Key personnel associated with this contract:

- J. Bruce Camino (Principal Architect)
- David Meider (Project Manager)
- Leonard Maya (Electrical Engineer)
- Steven Johnson (Mechanical/Plumbing Engineer)



East County Regional Courthouse



Southwest Justice Center

RELATED EXPERIENCE, EXAMPLE NO. 5

TITLE On-Call (IDIQ) A/E Services	PROJECT OWNER General Services Administration	PROJECT LOCATION (City and State) Throughout California
PRIMARY CONTACT'S NAME AND PHONE NUMBER Heather Caney, 513-519-5221	PRIMARY CONTACT'S EMAIL Heather.Caney@gsa.gov	PROFESSIONAL SERVICES 2006-Present

PROJECT DESCRIPTION

Relevance to RFP Scope of Services:

- Architectural planning and design for existing facilities
- Work on facilities listed on local and national historic registers
- Tenant Improvements
- ADA modifications
- Obtain permit approval
- Prepare construction documents
- Provide construction support



US District Courtroom

Scope of Work:

Development One has been providing on-call services for General Services Administration for the last 15 years under consecutively held on-call (IDIQ) contracts. The following is a small sampling of projects Development One has completed for The GSA:



Chet Holifield Federal Building

U.S. District Courtroom, Judges' Chambers & U.S. Marshals' Holding Area

The objective of this highly complex, LEED Silver GSA project was to accommodate a U.S. District Courtroom and support spaces inside an existing federal building. In response, Development One completely remodeled 10,000 SF of the second floor into the following areas: A new courtroom (LEED Silver); jury room; Judges' chambers (LEED Silver); staff spaces; U.S. Marshals Service prisoner holding cells; ADA compliant restrooms, break rooms, and meeting rooms; new central lobby with high-end finishes; and MEP upgrades to meet current conservation.

Department of Homeland Security / Customs & Border Patrol New Office Build-out

Designed a 12,000 SF office build-out located on the first floor of the Chet Holifield Federal Building in Laguna Niguel, CA. The build-out was to accommodate the relocation of offices of the DHS/Customs and Border Patrol from the third floor. The project required demolition and asbestos abatement throughout various areas of the first floor. The design of the new space included: Private and open office areas; a conference and training center (featuring a movable partition); break rooms; and a new LAN room (designed to meet stringent security requirements).

Roof Eave / Soffit Repairs, Historic Chet Holifield Federal Building

Provided design services for an assessment of failing roof eaves and soffits at the Chet Holifield Building. The assessment was addressed in two phases. In the initial report, the design team identified the extent of the observed damage. The second phase incorporated feedback from GSA and included solutions for semi-permanent repair. The Chet Holifield building has been nominated to be listed on the National Register of Historic Places. As such, the repairs needed to be in keeping with the principles of historic preservation.

Key personnel associated with this contract:

- J. Bruce Camino (Principal Architect)
- David Meider (Project Manager)
- Leonard Maya (Electrical Engineer)
- Steven Johnson (Mechanical/Plumbing Engineer)
- Christopher Kamp (Structural Engineer)

RELATED EXPERIENCE, EXAMPLE NO. 6

TITLE On-Call (IDIQ) A/E Services	PROJECT OWNER NASA Armstrong Flight Research Center	PROJECT LOCATION (City and State) NASA AFRC, Edwards, CA
PRIMARY CONTACT'S NAME AND PHONE NUMBER Gary Laier, 661-276-2648	PRIMARY CONTACT'S EMAIL Gary.E.Laier@nasa.gov	PROFESSIONAL SERVICES 2006-Present

PROJECT DESCRIPTION

Relevance to RFP Scope of Services:

- Architectural planning and design for existing facilities
- Construction of Small Facilities
- Tenant Improvements
- ADA modifications
- Prepare construction documents
- Provide construction support

Scope of Work:

Development One has been providing On-Call services for NASA at Armstrong Flight Research Center for the last 15 years under consecutively held on-call (IDIQ) contracts. The following is a small sampling of projects Development One has completed for NASA:

Facilities Support Center

Designed the new Facilities Support Center (FSC) in an effort to reduce the “footprint” at the Center by consolidating four NASA departments into one central location. Using Building Information Modeling (BIM), Development One provided three-dimensional visuals of the building shell and infrastructure before construction commenced. This LEED Platinum project set the design standards for the next twenty years at Armstrong Flight Research Center. The new 36,000 SF building included laboratory spaces, offices, conference/training rooms, warehouses and maintenance support areas.



NASA Facilities Support Center- LEED Platinum Facility

Fuel Farm for Aircraft Refueling

Provided design services for the installation of three aviation fuel tanks to support the Stratospheric Observatory for Infrared Astronomy (SOFIA) and other NASA science missions at the Armstrong Aircraft Operations Facility. Development One facilitated close, early coordination between the LA County Fire Department, the City of Palmdale Building Department, NASA operations, and personnel to ensure that the project was performed on a tight schedule and budget. Development One received a group achievement award for this project.



NASA Fuel Farm

Consolidated Information Technology Center

Performed design services for NASA's Consolidated Information Technology Center (CITC). The LEED Silver building was constructed in an effort to replace antiquated facilities, and reduce the overall “footprint” of the Center by consolidating all IT services in one building. This state-of-the-art facility meets both current and anticipated information technology requirements.



NASA CITC Exterior

Key personnel associated with this contract:

- J. Bruce Camino (Principal Architect)
- David Meider (Project Manager)
- Leonard Maya (Electrical Engineer)
- Steven Johnson (Mechanical/Plumbing Engineer)
- Christopher Kamp (Structural Engineer)

RELATED EXPERIENCE, EXAMPLE NO. 7

TITLE On-Call (IDIQ) A/E Services	PROJECT OWNER Beale Air Force Base, CA	PROJECT LOCATION (City and State) Beale Air Force Base, CA
PRIMARY CONTACT'S NAME AND PHONE NUMBER Shawn Singleterry, 949-252-6068	PRIMARY CONTACT'S EMAIL Shawn.Singleterry@sigdef.com	PROFESSIONAL SERVICES 2012-2019

PROJECT DESCRIPTION

Relevance to RFP Scope of Services:

- Architectural planning & design for existing facilities
- Construction of Small Facilities
- Tenant Improvements
- ADA modifications
- Prepare construction documents
- Provide construction support

Scope of Work:

Development One provided A/E services under an on- call contract at Beale Air Force Base. A sampling of specific projects includes:

Repair Utilities, Mountain View, Beale AFB, CA

Task order included the investigation, coordination and design of underground utilities serving 139 existing residences in the Mountain View housing area. The design included the investigation, coordination and design of underground utilities serving 139 existing residences in the Mountain View housing area. The design included a complete underground installation of both primary and secondary electrical distribution, new street lighting circuits/fixtures and poles, underground installation of conduits to accommodate lighting circuits, telephone and cable communication lines, sewer system inspection and repairs, site restoration and soil erosion control measures for disturbed areas.

Fitness Center Addition & Renovation

Provided design services for a new building addition to an existing Fitness Center. The addition included approximately 4,250 SF of new space. The project scope also included modernization of the existing building, front entrance extension and renovations, bathroom & sewer renovations, structural evaluation/designs to support additions, HVAC/electrical upgrades, and fire protection system upgrades.



Fitness Center Addition - Rendering, Beale AFB, CA

B1086 Building Feasibility Study

Conducted a Building Evaluation Study of Building 1086 at Beale Air Force Base. The intent of this study was to investigate Building 1086, examine all as-built documentation, conduct testing to determine the condition of its operating systems, and assess the presence of hazardous materials. This information was used to determine the maintenance and repair cost, and long term viability of the facility, in comparison with the construction of a new facility. The findings were presented in the form of an informative report, including exhibits, charts, analysis, and recommendations.

Key personnel associated with this contract:

- J. Bruce Camino (Principal Architect)
- David Meider (Project Manager)
- Leonard Maya (Electrical Engineer)
- Steven Johnson (Mechanical/Plumbing Engineer)
- Christopher Kamp (Structural Engineer)



4. REFERENCES - PLEASE PROVIDE AT LEAST 3 CLIENT REFERENCES FOR WHOM YOUR FIRM HAS PERFORMED SIMILAR WORK TO THAT REQUESTED IN THIS RFQ DURING THE PAST 5 YEARS.

Development One encourages the selection committee to contact the below references to learn more about the quality of work our firm provides to its clients:

REFERENCE NO. 1		
Business Name: Fullerton Airport	Contact Name: Brendan O'Reilly	Title: Project Manager
Address: 303 W. Commonwealth, Fullerton, CA 92832	Phone: (714)738-6865	Email: BrendanO@cityoffullerton.com
REFERENCE NO. 2		
Business Name: GSA	Contact Name: Heather Caney	Title: Project Manager
Address: 333 West Broadway STE 1001 San Diego, CA 92101	Phone: (513) 619-5221	Email: Heather.Caney@gsa.gov
REFERENCE NO. 3		
Business Name: NASA	Contact Name: Dan Crowley	Title: Project Manager
Address: PO BOX 273, MS4811-120, Edwards, CA, 93523	Phone: (661) 276-3369	Email: daniel.j.crowley@nasa.gov

PROPOSED STAFFING & ORGANIZATION

1., 2. KEY PERSONNEL CREDENTIALS AND RESUMES

J. Bruce Camino, AIA, NCARB Role: Firm Principal Firm: Development One, Inc.



Mr. Camino has functioned as the Principal Architect, Principal Project Manager, and Designer of Record for *hundreds of government projects* spanning the last 30+ years for agencies at the city, state, county, and federal levels. He has previously been the architect of record on multiple projects for the City of Fullerton. Under his guidance, Development One has established a track record of success on government projects that is well documented in consistently favorable performance evaluations. Mr. Camino's rigorous dedication to quality control, sustainable solutions, and security compliance has earned him an exceptional reputation in the field of architecture. As an expert in change order prevention, he leads Development One's annual Change Order Prevention Seminar.

Licenses and Registration

- Licensed Architect: CA
- NCARB-certified
- Licensed General Contractor: CA
- Instrument Rated Pilot

Active Security Clearance

- Federal Bureau of Investigation
- General Services Administration

Education

- Post Graduate Studies in Architecture, Harvard University
- M.A. Architecture, University of Washington
- B.A. Architecture, University of Washington

Affiliations

- American Institute of Architects
- Construction Specifications Institute
- National Trust for Historic Preservation
- Flying Samaritans
- Aeroclub of S.C.- Board Member

RELEVANT EXPERIENCE

Fullerton Airport Terminal Building Bridging Documents

City of Fullerton, Fullerton, CA - Principal Architect for improvements to the Terminal and Tower of Fullerton Airport, as well as the addition of a multipurpose facility which will be used for a variety of activities including events, classes, demonstrations, etc. Work included conceptual designs, final design, the production of a full set of construction drawings, contract specifications, cost estimates and construction support.

Fullerton Airport Terminal Rehabilitation - City of Fullerton, CA

Principal Architect/Principal Project Manager for a Terminal and Tower Remodeling project for Fullerton Airport. The existing terminal and tower were in desperate need of updates that would bring the facility into compliance with current building codes, and provide a more comfortable, inviting environment for both airport staff and visitors. This project also included ADA updates in compliance with current Federal Aviation Administration guidelines.

On-Call A/E Services, Judicial Council of California, Statewide - Principal Architect/Principal Project Manager for multiple courthouse projects for the JCC. Project types have included roof repairs, water intrusion repairs, and elevator modernization projects.

On-Call A/E Services, NASA AFRC, Edwards AFB, CA - Principal Architect/Principal Project Manager for over 50 projects at Armstrong Flight Research Center (AFRC), including master planning, feasibility studies tenant improvements; hangar retrofit and repair; scientific facilities; egress and accessibility studies; electrical, sewer, and fire protection infrastructure upgrades; and roof repairs. Projects also included new construction projects such as the Facilities Support Center, NASA's first LEED Platinum building at AFRC.

On-Call A/E Services, General Services Administration, Locations throughout CA - Principal Architect/Principal Project Manager for multiple projects for various federal agencies, including but not limited to the VBA, the U.S. District Court, U.S. Attorney's Office, U.S.I.C.E., FBI, IRS, U.S. Marshals Service, and D.H.S. Project types have included feasibility studies, tenant improvements, hangar retrofit and repair; egress and accessibility studies, electrical and fire protection infrastructure upgrades, and roof repairs. Many of these projects have taken place in historic buildings.

David Meider, AIA, LEED AP Role: Project Manager Firm: Development One, Inc.



For more than 23 years, David Meider has managed a wide range of government and public agency projects. He is a California licensed architect and a LEED Accredited Professional. David has served as project manager on dozens of projects for NASA, the GSA, the US Air Force, the Judicial Council of California, and others over the last decade.

As Project Manager, David will interface with the City on all aspects of design, ensuring all design objectives are achieved. He will coordinate with engineering disciplines, and ensure budget and schedule adherence. During construction, he will observe the progress of the work to confirm design documents conformance.

Licenses and Registration

- CA Licensed Architect
- LEED Accredited Professional

Active Security Clearance

- Federal Bureau of Investigation
- General Services Administration

Education

- Bachelor of Environmental Design, Architecture, University of Colorado, Boulder

Affiliations

- American Institute of Architects

RELEVANT EXPERIENCE

CHP Operations Facility TI, Fullerton Airport, Fullerton, CA

Project Manager for this design build project for a tenant improvement to an existing California Highway Patrol Air Operations Facility. The project included utilizing 4,153 SF of the existing hangar, and modifications of the space to accommodate the tenant improvement for additional office space. The project also included (in a separate phase), a fuel farm for aircraft. This 9,221 SF, mission critical facility houses aircraft and offices for the California Highway Patrol. Construction Cost: \$3 M

Condition Assessment & Repair of Judicial Council of California Courthouse Roofs - Throughout the State of CA

Project Manager for a series of roof condition assessments at 36 courthouse locations (including Historic Courthouses), 22 of which required construction documents for roof replacement. The scope also included construction administration and inspection services. To date, we have surveyed and assessed ~ 1,126,632 SF of roof area, and produced construction documents to replace ~ 846,084 SF of those roofs.

DHS/DACA New Office Build-Out - Chet Holifield Federal Building, Laguna Niguel, CA

Project Manager for a 42,000 SF office build-out and exit corridor located on the first floor of the Chet Holifield Federal Building. The build-out was to accommodate new offices for the DHS/DACA department. The project included demolition of existing walls and doors, and required phasing that would not interfere with normal operations of the building. The design of the new space included new private offices, an open office area, and new IT and electrical closets. The design also featured upgrades to the existing infrastructure including upgrades to existing HVAC and fire systems and installation of new lighting systems.

VBA 2nd Floor Office Build-Out - Wilshire Federal Building, Los Angeles, CA

Project Manager for this project providing design and project management services for an office build-out at the LA headquarters of the VBA. Was responsible for coordination of all disciplines to produce a complete set of construction bid documents, including detailing of construction, written specifications and a list of submittals required during construction. Coordinated the "First Impressions" concept for the VBA Office - large scale graphics in the reception area, the computer room, and a series of interview rooms.

LA Superior Court Move to Spring Street - Los Angeles, CA

Project Manager for a project to renovate two floors of the Los Angeles Federal Court House to accommodate the City of Los Angeles Superior Court operations. Elements of this project included asbestos abatement, interior design and historical preservation efforts.

Leonard Maya, PE, LEED AP

Role: Electrical Engineer

Firm: Design West



Leo is Director of Design West Engineering's Electrical Engineering Department. Apart from developing innovative electrical and lighting design solutions, Leo oversees solar photovoltaic design; conducts specialized analysis including Arc Flash, coordination studies and load flow evaluation; and manages all low voltage applications including fire alarm, security, data and signal, and A/V systems design.

RELEVANT EXPERIENCE

Brookhurst Community Center - City of Anaheim, Anaheim, CA

Electrical Engineer for complete MEP design for remodel of existing community center including exterior lighting upgrades.

Ponderosa Park - City of Anaheim, Anaheim, CA

Electrical Engineer for complete MEP design for a new 18,000 SF family resource community center plus restroom facilities and other exterior upgrades.

Pioneer Park Renovation - City of Anaheim, Anaheim, CA

Electrical Engineer for electrical design to replace all pathway lighting around the park site and MEP design for addition to Restroom facilities.

Stoddard Park - City of Anaheim, Anaheim, CA

Electrical Engineer for design of restroom building addition and remodel with new ADA pathways and ramp.

Licenses and Registration

- Registered Professional Engineer, CA
- LEED AP, BD+C

Education

- B.S. Electrical Engineering

Affiliations

- Board Member, Illuminating Engineering Society of North America
- Institute of Electrical and Electronics Engineers

Fontana Police Department Renovation - City of Fontana, Fontana, CA

Electrical Engineer for complete MEP design for a 30,000 SF sub-terrain renovation and expansion of the existing police station, including city-wide essential services emergency backup communications, and new upgraded backboard.

HUD & Office of Inspector General, Office Build-Out, Los Angeles, CA

Electrical Engineer for a project to consolidate the U.S. Department of Housing and Urban Development into a 40,252 SF space at the Los Angeles St. Federal Building.

Office Build-Out - Veterans Benefits Administration, Los Angeles, CA

Electrical Engineer for an office build-out at the LA headquarters of the VBA This expansive project involved the demolition and remodel of the entire 4th floor of the Wilshire Federal Building.

Bridging Documents for JPL Building 301 Office Build-Out, Pasadena, CA

Electrical Engineer for project to convert an existing ground floor parking garage in Building 301 into an office occupancy.

DHS/DACA New Office Build-Out - Chet Holifield Federal Building, Laguna Niguel, CA

Electrical Engineer for a 42,000 SF office build-out and exit corridor located on the first floor of the Chet Holifield Federal Building. The build-out was to accommodate new offices for the DHS/DACA department. The project included demolition of existing walls and doors, and required phasing that would not interfere with normal operations of the building. The design of the new space included new private offices, an open office area, and new IT and electrical closets. The design also featured upgrades to the existing infrastructure including upgrades to existing HVAC and fire systems and installation of new lighting systems.

Steven Johnson, PE

Role: Mechanical/Plumbing Engineer

Firm: Design West



As the leader of Design West Engineering's Mechanical and Plumbing Department, Steven Johnson develops innovative mechanical and plumbing design solutions for a full range of project types in the municipal sector. He also oversees the fire sprinkler design team, and the commissioning and LEED Consulting Division. He has a passion to see forward thinking design implemented into projects through the newest technology.

RELEVANT EXPERIENCE

Licenses and Registration

- Registered Professional Engineer, CA

Education

- B.S. Mechanical Engineering, Cal Poly Pomona

Affiliations

- American Society of Heating, Refrigerating and Air-Conditioning Engineers
- The American Society of Plumbing Engineers

Brookhurst Community Center - City of Anaheim, Anaheim, CA

Mechanical Engineer for complete MEP design for remodel of existing community center including exterior lighting upgrades.

Ponderosa Park - City of Anaheim, Anaheim, CA

Mechanical Engineer for complete MEP design for a new 18,000 SF family resource community center plus restroom facilities and other exterior upgrades.

Pioneer Park Renovation - City of Anaheim, Anaheim, CA

Mechanical Engineer for electrical design to replace all pathway lighting around the park site and MEP design for addition to Restroom facilities.

Stoddard Park - City of Anaheim, Anaheim, CA

Mechanical Engineer for design of restroom building addition/remodel with new ADA pathways.

Fontana Police Department Renovation - City of Fontana, Fontana, CA

Mechanical Engineer for complete MEP design for a 30,000 SF sub-terrain renovation and expansion of the existing police station, including city-wide essential services emergency backup communications, and new upgraded backboard.

HUD & Office of Inspector General, Office Build-Out, Los Angeles, CA

Mechanical Engineer for a project to consolidate the U.S. Department of Housing and Urban Development into a 40,252 SF space at the Los Angeles St. Federal Building.

Office Build-Out - Veterans Benefits Administration, Los Angeles, CA

Mechanical Engineer for an office build-out at the LA headquarters of the VBA This expansive project involved the demolition and remodel of the entire 4th floor of the Wilshire Federal Building.

Bridging Documents for JPL Building 301 Office Build-Out, Pasadena, CA

Mechanical Engineer for project to convert an existing ground floor parking garage in Building 301 into an office occupancy.

DHS/DACA New Office Build-Out - Chet Holifield Federal Building, Laguna Niguel, CA

Mechanical Engineer for a 42,000 SF office build-out and exit corridor located on the first floor of the Chet Holifield Federal Building. The build-out was to accommodate new offices for the DHS/DACA department. The project included demolition of existing walls and doors, and required phasing that would not interfere with normal operations of the building. The design of the new space included new private offices, an open office area, and new IT and electrical closets. The design also featured upgrades to the existing infrastructure including upgrades to existing HVAC and fire systems and installation of new lighting systems.

Christopher W. Kamp, S.E

Role: Structural Engineer

Firm: SDSE



Christopher Kamp has over 42 years of structural design and engineering experience on a wide range of projects involving municipal and civic facilities, commercial buildings, educational facilities, medical and institutional facilities, military housing and service facilities, theaters, historic structures, single-family residences and hotels.

He has been responsible for new structural design, seismic studies and retrofits, building renovations, and forensic investigations of concrete, wood, steel, and masonry structures. He is experienced in working on government projects. Mr. Kamp has also served as Project Engineer for numerous hospital tenant improvements and equipment anchorage projects. Additionally, he has extensive experience with project construction administration and field observations.

Licenses and Registration

- Registered Structural Engineer, CA
- Registered Civil Engineer, CA

Education

- M.S. Civil Engineering
- B.S. Civil Engineering

Affiliations

- Member, Structural Standards Committee, SEAOC
- Member, American Society of Civil Engineers, ASCE

RELEVANT EXPERIENCE

Roof Eave / Soffit Repairs, Historic Chet Holifield Federal Building, Laguna Niguel, CA

Structural Engineer for an assessment of failing roof eaves and soffits at the Historic Chet Holifield Federal Building. The assessment was addressed in two phases. In the initial report, the design team identified the extent of the observed damage. The second phase incorporated feedback from GSA and included solutions for semi-permanent repair. The Chet Holifield building has been nominated to be listed on the National Register of

Historic Places. As such, the repairs needed to be in keeping with the principles of historic preservation.

San Ysidro DMV Field Office, San Ysidro, CA

Structural Engineer for the design of a 14,656 SF, one-story DMV field office on a three-acre site. The building is designed to house a customer waiting area with numerous service stations, administration offices, testing areas, conference training rooms, and an employee lounge.

Facilities Support Center, NASA AFRC - Edwards AFB, CA

Structural Engineer for the first LEED Platinum building at the NASA AFRC. The new 36,000 SF building included laboratory spaces, offices, conference/training rooms, warehouses and maintenance support areas.

Grossmont Community College Learning Resource Center and Technology Mall, El Cajon, CA

Structural Engineer responsible for a new three-story, 59,000 SF Learning Resource Center, situated adjacent to the existing campus library. Once the facility reached completion, the library was moved to occupy a portion the new space and the existing library was converted into a cutting-edge Computer and Technology Mall. SDSE provided seismic analysis and upgrade services for the remodel and conversion of the library.

Bolsa Chica State Beach Park Day Use Facility Rehabilitation, Huntington Beach, CA

Structural Engineer for the design of Lifeguard Headquarters/Administration Building, twelve Comfort Stations, Operations/Maintenance Facility, and multiple site structures.

Ken Gethers, Jr., PE

Role: Civil Engineer

Firm: C&S Companies



Ken Gethers is responsible for airport and site/civil related design from conception through bidding and construction. His design and construction experience includes formulating project technical specifications, drafting contract drawings, and completing related federal and state project forms and documentation. Design experience includes aspects of 2D and 3D airport design using FAA advisory circulars, environmental permitting, FAARFIELD pavement design software, Microstation, AutoCAD, Inroads, Civil 3D, soil erosion and sediment design, and layout of airfield lighting, signage, markings, and navigational aids. Experience in construction includes aspects of new airport pavement, airport lighting, airport rehabilitation and signage, and engineered material arresting systems for airport runway safety

Licenses and Registration

- Registered Civil Engineer, NY

Education

- B.S. Civil Engineering

Affiliations

- Member, Structural Standards Committee, SEAOC
- Member, American Society of Civil Engineers, ASCE

RELEVANT EXPERIENCE

Airport Facilities Inc. Building Improvements-Conceptual, Fullerton Airport, CA Ongoing - Project Manager for the building improvements of an existing aviation facility. Project responsibilities includes teaming with Development One Inc. to develop conceptual renderings to convert an existing flight school to an airport administration building. Cost \$20,000.

Signage and Landscape Improvements, Fullerton Airport, CA Ongoing - Project Manager for the Signage and Landscape

Improvements to improve wayfinding for the airport. Project responsibilities includes providing (2) ground mounted LED airport signage at Dale St & W Commonwealth Ave and N Magnolia Ave and W Commonwealth Ave. An additional building mounted sign will be installed on an existing hanger building near Magnolia Ave and W Commonwealth Ave. Landscaping will also be part of the project for all the existing areas to which each of these new signs will be installed. Cost \$300,000.

Runway Enhance Edges, Fullerton Airport, CA Ongoing - Project Manager for the rehabilitation of Runway 6-24 pavement edges failing due to soil erosion. Project objective is to improve these areas to eliminate Foreign Object Debris (FOD), improve safety area and visibility for the users of the airport, while improving drainage and lowering future maintenance costs. Project responsibilities include determining environmental impact factors, prepare environmental statements in accordance with the National Environmental Policy Act (NEPA), as amended, and complete necessary documentation for submission, coordination, and approval through the FAA. Prepare pavement design options for the proposed treatment types for the improvement of the pavement and adjacent infield areas. This project will also include the design and layout of new LED runway edge lights and conduits per FAA design standards. Cost \$3 million.

Taxiway Safety Area and Infield Improvements, Fullerton Airport, CA 2017 - Civil Engineer for the design of taxiway safety area improvements to remove standing water throughout the infield areas, and flooding into hangar buildings on the north side of the airfield. Project responsibilities include preparation of a drainage study to analyze existing patterns at the airport and, under a previous contract, a master water quality management plan, (WQMP) that identified best management practices (BMPs) to be implemented for development or redevelopment projects in accordance with state and local water quality regulations. Identified several possible project alternatives to relieve the drainage issues on the north side of the airfield. Ultimately, an open-graded gravel drainage surface layer was chosen to increase the natural water infiltration and decrease the size of engineered BMPs for low-impact development. Cost \$750,000.




3. KEY PERSONNEL ON NAMED PROJECTS & THEIR SPECIFIC RESPONSIBILITIES WITH RESPECT TO THIS SCOPE OF WORK.



J. Bruce Camino, Principal Architect, Development One, Inc (34 Years with firm), Fullerton, CA. Mr. Camino has been managing government projects for over 30 years at the city, county, state, and federal level. Mr. Camino will be committed and available to the city for the duration of the contract. Mr. Camino's relevant experience is listed on his resume on [page 14](#).

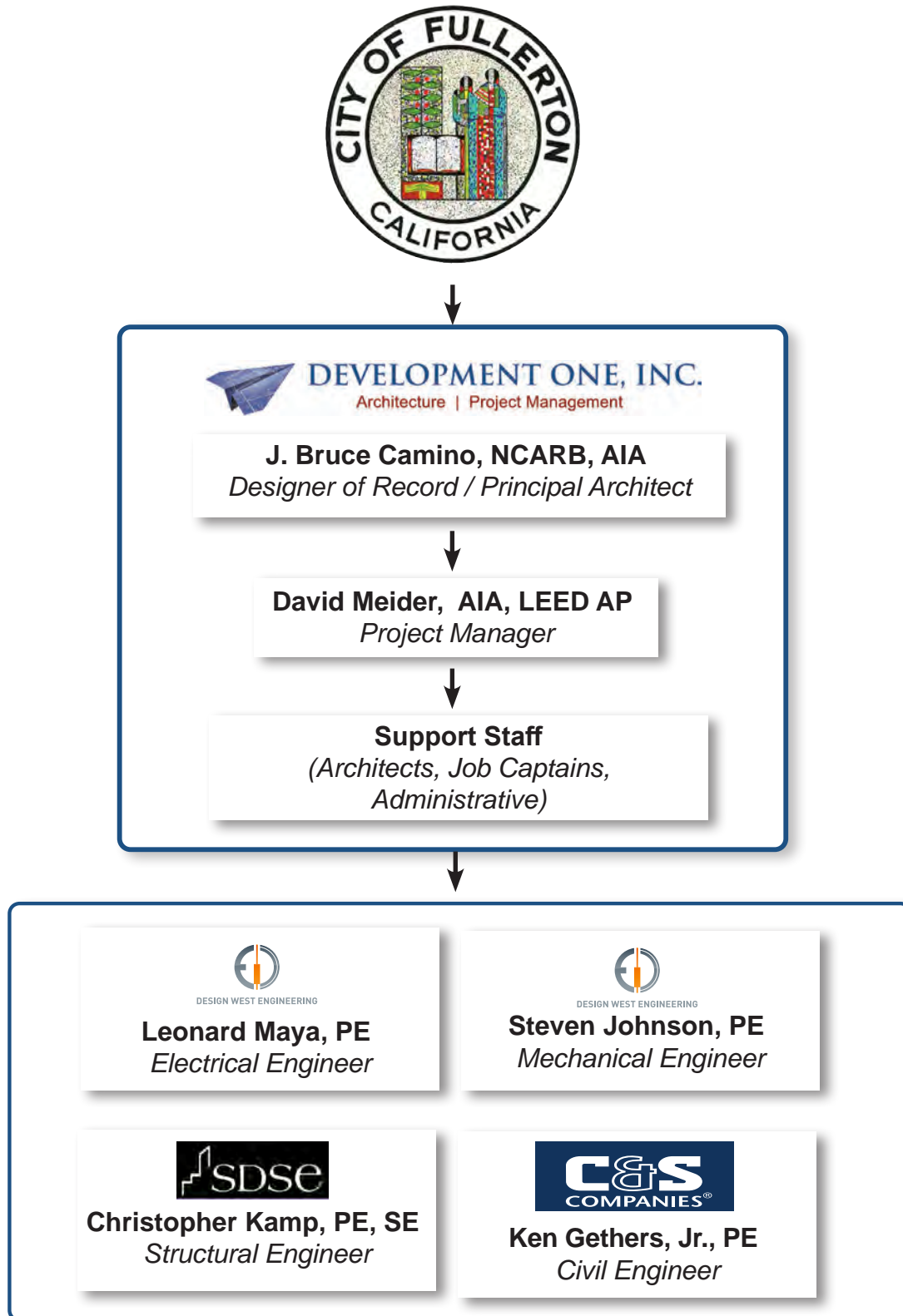
David Meider Project Manager, Development One, Inc (19 Years with Firm) Fullerton, CA Mr. Meider is the Project Manager that will be assigned to this contract. Mr. Meider has over 23 years of experience on government projects. Mr. Meider will be committed and available to the city for the duration of the contract. A detailed resume including Mr. Meider's relevant experience, is listed on [page 15](#).

Development One will self-perform a majority of the work listed in the scope of services. On an as-needed basis, we will supplement our team with sub-consultants. The subconsultants we are including in this submittal are as follows:

 <p>DESIGN WEST ENGINEERING</p>	<ul style="list-style-type: none"> • Steven Johnson, Mechanical Engineer, Design West Engineering (19 years with Firm), San Bernardino, CA • Leonard Maya, Electrical Engineer, Design West Engineering (10 years with Firm), San Bernardino, CA
	<ul style="list-style-type: none"> • Christopher Kamp, Structural Engineer, SDSE (27 Years with Firm), San Diego, CA
	<ul style="list-style-type: none"> • Ken Gethers, Civil Engineer, C&S Companies (11 years), San Diego, CA

All of the subconsultants listed have worked with our firm for at least 5 years, and some have enjoyed a 20+ year relationship working with our firm. Detailed resumes for each discipline can be found beginning on [page 16](#). Each of these subconsultants will be committed and available for the duration of the project.

4. ORGANIZATION CHART



DETAILED WORK PLAN

1. DESCRIBE THE PROPOSED APPROACH AND WORK PLAN FOR COMPLETING THE SERVICES SPECIFIED IN THE SCOPE OF WORK.

The following pages include a project management and design approach that will be implemented for the City of Fullerton projects.

PHASE 1 - PROJECT INITIATION AND CONCEPT DESIGN

Kick-off Meeting - Upon the City of Fullerton's notice to proceed, Development One's Principal Architect J. Bruce Camino will conduct a Kick-Off Meeting with the City and other stakeholders to:

- Introduce team members, define roles and responsibilities, and establish lines of communication and protocol
- Convey our building /site assessment strategy
- Review our understanding of the scope of work
- Establish overall project schedule and work plan
- Review available project documentation; identify the City's goals, objectives and expectations; finalize list of design meetings to be held with building users and stakeholder's and set tentative dates to facilitate efficient Design Meetings.
- Review existing conditions, take any observations/measurements needed, decide on and conduct any testing and/or data recording necessary, and review existing drawings. A minimum of (2) site visits shall be allotted for this effort.
- Develop a Concept Design for review and confirmation with the City's staff.

The outcome will be a clear understanding by all team members of the anticipated scope of work as well as the City's goals and expectations for the project.

Building / Site Assessment Review - The Development One team will conduct an assessment of the existing conditions. Our team will review any available as-built information.

PHASE 2 - SCHEMATIC DESIGN

Our team will begin developing the approved design concept into schematic design drawings. We will begin designing optimal solutions for the project.

Tasks and deliverables for this phase include, but are not limited to:

- 30% level plans
- Engineering disciplines will be addressed
- A detailed schedule will be updated for review
- Outline specifications
- Basis of design reports
- Preliminary designer's opinion of cost

Review Meetings - Communication is vital to the success of a project, particularly in the early stages. Development One will hold a review meeting with the City to discuss project progress during the schematic design phase, as well as in subsequent phases. In the course of these meetings, we will discuss the project's progress, and address any of the City's questions. Development One will send detailed meeting minutes afterward.

PHASE 3 - DESIGN DEVELOPMENT

During the design development phase, Development One will generate more detailed site

information, and identify and describe the size and character of the project elements, while analyzing constructability and technical issues. In this phase, we will continue development and expansion of architectural schematic design documents to include all disciplines. Tasks completed in this phase include, but are not limited to:

- 60% Level plans
- 60% Level Technical specifications
- 60% Level Cost Estimate and Schedule
- Updated Basis of Design

PHASE 4 - CONSTRUCTION DOCUMENTS

During the Construction Documents Phase, Development One will finalize all drawings created during the design development phase to establish the final scope of the project. Development One will coordinate the design of all major elements among all disciplines. Tasks completed in this phase include, but are not limited to:

- Construction drawings including all disciplines
- Specifications
- Updated Basis of Design
- Cost Estimate and updated schedule

Development One will assist the City in review and analysis of submitted bids and respond to technical questions that arise during the bidding process. Development One will incorporate stakeholder comments, and submit the 100% final submittal documents to the City.

PHASE 5 - CONSTRUCTION PHASE SERVICES

After the award of the construction contract, Development One will provide support to the City during the construction phase. Our team will attend the pre-construction conference, conduct construction meetings as necessary, participate in pre-final inspection and create a punch list. Development One will review contractor submittals at the direction of the City, including, but not limited to:

- Shop drawings
- Materials
- Equipment submittals
- Other items
- Substitution requests
- Schedules

Development One will review the above items in accordance with the express conditions and language of the construction agreement. Development One will review change orders (if any), negotiate with the contractor, and make recommendations to the City.

Requests for Information - Communication is never more important than during the construction phase, therefore Development One will respond to RFIs expediently to avoid costly delays.

Closeout/As Built Drawings - At the direction of the City, Development One will prepare the record drawings from the “as built” drawings that were maintained by the contractor and approved by the City.

2. DESCRIBE APPROACH TO MANAGE RESOURCES, ENSURE QUALITY, BUDGET, AND SCHEDULE CONTROL.

MANAGING RESOURCES

Development One works with a team of trusted consultants to provide engineering services in all disciplines. The firm's teaming philosophy focuses on developing long term relationships with all of our consultants. Some of these firms have been working with us for over 20 years. These long-term relationships allow our consultants to function as a seamless extension of our in-house team.

ENSURING QUALITY

Development One has an aggressive quality assurance/quality control program, with a focus on change order prevention. The project is always evaluated with an eye toward defending our clients against the possibility of unwanted change orders. Another key element to the implementation of our Quality Control Program is the Design Quality Control Manager. In his role as Design Quality Control Manager, J. Bruce Camino will verify each review has taken place, and that the comments and corrections have been incorporated in the final submittal. A brief outline of our QC process is as follows:

- **Review the SOW** - Our QC process begins with a revisit of the statement of work to make sure all requirements are being met. At this time, preparations begin for all deliverables due for the current milestone submittal.
- **Change Order Prevention Review** – At the beginning of the design process, the project team and consultants shall have a meeting or conference call to discuss the project and identify 'red flags' that might lead to contractor-driven change orders. The 'red flags' shall be recorded on the QC checklist, and reviewed at each design submittal. Participants in the meeting will be encouraged to be creative in imagining ways that contractors might try to introduce change orders during construction. This meeting shall be repeated at mid-design and prior to the final submittal.
- **Review of Responses to Comments** – Any comments from a previous submittal must be reviewed to make sure that they have been addressed. A checklist is used to keep track of which comments have been adequately addressed, and which comments are still unresolved. Comment responses must indicate exactly where/how each comment is addressed.
- **Review of Agency Requirements** – Most agencies have their own set of particular rules to follow for project quality and delivery. The project team reviews the agency requirements to make sure they are all met at the time of submittal.
- **Cost Estimate Review** – Cost estimating is a very similar review to the way a contractor will evaluate a project. The cost estimate will tell the project manager what is and isn't being communicated clearly by the drawings.
- **Adherence to Development One Drawing Standards** – In order to maintain project quality and consistency, Development One has established rigorous drawing standards. A reviewer from outside the project team reviews the project for conformance with the drawing standards, using a drawing standards checklist.
- **Cross Reference Review** – Review of cross references is an important part of Development One's drawing standards. This step of the review phase is executed by a staff member who is not working on the project. Checks are made of all detail cross references, references from keynotes, door and window tags, etc.
- **Interdisciplinary Coordination** – For interdisciplinary coordination, Development One uses the RediCheck system. The project manager reviews the consultant drawings with the RediCheck Checklist, to confirm the design is coordinated and all required elements are present.

- **BIM Coordination** – At each phase the project team shall review the BIM from each consultant for coordination and perform clash detection using Navisworks or other software as appropriate.
- **Code Compliance and ADA Review** – It is important to review the project at the QC phase for conformance with code. In particular, the project is reviewed for compliance with IBC or CBC Chapter 5 - General Building Heights and Areas, Chapter 10 – Means of Egress, and Chapter 11 – Accessibility.
- **Specification Review** – At the design development and interim submittal phases (30%, 60%), the QC Lead reviews the specifications outline or table of contents and confirms that all the required sections are listed. At pre-final or final submittal milestones, the QC reviewer again confirms that the required sections are included. At this time, the QC reviewer also reviews the submittal register to confirm that the requested submittals are appropriate to the project scope.
- **Basis of Design Review** – The project team confirms the basis of design document meets all agency requirements. During the QC phase of each milestone submittal, the QC Lead reviews the basis of design to confirm that it can be read and understood by a layman reviewer, and it is free of typos and errors.
- **Consultant Quality Control** – At each submittal milestone, the project manager confirms the consultants have performed their own quality control review of the work they are submitting. When the submittal is received, the project manager records who performed the QC review for each consultant. If no QC has been performed, the submittal shall be rejected.
- **Quality Control Documentation** - At each design submittal, the Project Manager shall update the QMP Checklist, including confirmation the PM and QCM have performed and verified each review above. The bottom line of the checklist includes the QCM certification that the QMP has been followed and all project requirements are met, as required by the Scope of Work. The Project Managers shall also scan the red-line markups of the QC set of drawings. The checklists and red-line mark-ups shall be kept in the Quality Control folder in each project on the server.

MANAGING BUDGET

The firm's cost and budget control philosophy is to provide cost estimating criteria early on in the project and subsequently during every design review. Value engineering is often performed on a project to trim down any unnecessary costs, to make the project more suitable to the client's budget, and to allow for construction to proceed. It is our belief that cost control and cost awareness is critical to the success of every project.

SCHEDULE CONTROL

At Development One, we have a demonstrated track record in completing projects in accordance with the original schedule. We have accomplished this largely through the implementation of the "Agile" management system. Every day, our production team meets briefly to discuss each and every project "on the board." Internal deadlines are set for each component of a given submittal phase, and staff members are held accountable for these deadlines. These "Agile" meetings are an essential way for us to monitor the "pulse" of a project, and address any potential setbacks *before they happen*. In this way, if a specific task for a submittal is running behind schedule, this is quickly discovered in our "Agile" meeting, and additional resources are allocated to the project to get things back on track.



DEVELOPMENT ONE, INC.

Architecture | Project Management

FEE PROPOSAL

TEAM MEMBER	HOURLY RATE
Principal	\$200
Project/Construction Manager	\$185
Architect	\$185
Engineer	\$185
Landscape Architect	\$165
Junior Engineer	\$150
Jab Captain/Designer	\$150
Drafter	\$100
Spec Writer	\$150
Estimator	\$150
Interior Designer	\$150
Job Site Inspector	\$150
Clerical	\$80
Printing & Reproduction:	
Drawings	Cost plus 15%
Specifications	Cost plus 15%
Computer Plot	\$18.00/copy

Customary reimbursable expenses will be charged on an hourly rate, including the attendance of meetings. Development One, Inc. has provided our most competitive rates.



APPENDICES

PAST PERFORMANCE

The following pages include client evaluations for some of the project examples included in this response:

CLIENT EVALUATION FOR REHABILITATION OF AIRPORT TERMINAL
AND TRAFFIC CONTROL TOWER/BUILDING ADDITION, FULLERTON MUNICIPAL AIRPORT

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: Development One, Inc.

Address: 1611 E. 4th Street, CA 92701

Phone Number: 714.689.0298 X 91

Email Address: jbruce@developmentone.net

Point of Contact: J. Bruce Camino

CAGE Code: OR7D9

DUNs Number: 609732107

Contact Phone Number: 714.689.0298 X 91

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed: 100 %

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number: 49005

Delivery/Task Order Number (if applicable):

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Rehabilitation of Airport Terminal and Traffic Control Tower

Contract Location: Fullerton Airport, Fullerton, CA

Award Date (mm/dd/yy): 11/04/13

Contract Completion Date (mm/dd/yy): 06/11/14

Actual Completion Date (mm/dd/yy): 06/11/14

Explain Differences: N/A

Original Contract Price (Award Amount): \$58,000.00

Final Contract Price (to include all modifications, if applicable): \$58,000.00

Explain Differences: NA

4. Project Description:

Complexity of Work ☒ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

This project was a Renovation/Repair Construction for a Commercial Project Type and Operational Facility.

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: Kevin Kwak

Title: Civil Engineer

Phone Number: 714.738.6865

Email Address: Kevinkw@ci.fullerton.ca.us

6. Describe the client's role in the project:

Project Manager/Engineer representing the City and in charge of the project from design to construction finish.

7. Date Questionnaire was completed (mm/dd/yy): 12/11/2014

8. Client's Signature:



Contractor Information (Firm Name): Development One, Inc.

Client Information (Name): Kevin Kwak, Fullerton Airport

TO BE COMPLETED BY CLIENTPLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E <u>VG</u> S M U N
b) Ability to meet quality standards specified for technical performance	E <u>VG</u> S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E <u>VG</u> S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E <u>VG</u> S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E <u>VG</u> S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E <u>VG</u> S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E <u>VG</u> S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<u>E</u> VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E <u>VG</u> S M U N
d) Overall customer satisfaction	E <u>VG</u> S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E <u>VG</u> S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E <u>VG</u> S M U N
c) Government Property Control	E <u>VG</u> S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E <u>VG</u> S M U N
e) Utilization of Small Business concerns	<u>E</u> <u>VG</u> S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E <u>VG</u> S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E <u>VG</u> S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E <u>VG</u> S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<u>E</u> VG S M U N

Revised 7 December 2011

3

SOURCE SELECTION SENSITIVE INFORMATION
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY



Contractor Information (Firm Name): Development One, Inc.

Client Information (Name): Kevin Kwak Fullerton Airport

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

The company's main strength is their availability to provide prompt and quality service. But, more importantly their sense of project ownership and the principal architect's direct involvement is their key strength.



CLIENT EVALUATION FOR OFFICE BUILD-OUT, VETERANS BENEFITS ADMINISTRATION



PBS PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (*Contractor/Officer to complete Blocks 1-4*)**1. CONTRACTOR/OFFEROR INFORMATION**

Firm Name: Development One, Inc.

Address: 2020 E First Street, Suite 525, Santa Ana, CA, 92705

Phone Number: 714-689-0298

DUNs Number: 620107763

Contact Name J. Bruce Camino

Email Address: jbruce@developmentone.net

Contact Phone Number: 714-689-0298 X99

2. GENERAL WORK INFORMATIONWork performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Please explain):

Percent (%) of project work performed:

If a subcontractor, who was the prime (Name/Phone #):

3. CONTRACT INFORMATION

Contract Number: GS-09P-08-KND-0017

Delivery/Task Order Number (if applicable): 9-P3-PS-LC-141156

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please explain)Contract Title: Veterans Benefit Administration, 2nd Floor Design

Contract Location: Wilshire Federal Building, Los Angeles, CA

Award Date (mm/dd/yy): 09/11/14

Contract Completion Date (mm/dd/yy): 12/21/14

Actual Completion Date (mm/dd/yy): 12/21/14

Explain Differences:

Original Contract Price (Award Amount): \$219,587.72

Final Contract Price (*to include all modifications, if applicable*): \$407,447.52

Explain Differences: Additional Client Requested Scope Items ("First Impressions," HVAC Upgrades, Revised Floor Plan, PCCS)

4. PROJECT DESCRIPTIONComplexity of Work: ☒ High ☐ Med ☐ RoutineHow is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: PBS requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to PBS with their proposal, and may duplicate this questionnaire for future submission on PBS solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to PBS. Please contact the offeror for PBS POC information. The government reserves the right to verify any and all information on this form.



Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.



TO BE COMPLETED BY CLIENT

CLIENT INFORMATION

Client Point of Contact Information

Name: Albert Kachigyan

Title: Project Manager

Phone Number: 213 894-0021

Email Address: albert.kachigyan@gsa.gov

Project Information

Contract Type: IDIQ

Contract Title: VBA 2nd Floor Design

Contract Location: Wilshire Federal Building, Los Angeles, CA

Describe your role in the project: Project Manager

Date Questionnaire was completed (mm/dd/yy):

Client's Signature: SUREN ALBERT KACHIGYAN

Digitally signed by SUREN ALBERT KACHIGYAN
Date: 2020.04.06 07:50:26 -07'00'

Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.

1. QUALITY:

	E	VG	S	M	U	N
(a) Quality of technical data/report preparation efforts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to meet quality standards specified for technical performance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. SCHEDULE/TIMELINESS OF PERFORMANCE:

	E	VG	S	M	U	N
(a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. CUSTOMER SATISFACTION:

	E	VG	S	M	U	N
(a) To what extent were the end users satisfied with the project?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Overall customer satisfaction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. MANAGEMENT/ PERSONNEL/LABOR

	E	VG	S	M	U	N
(a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Ability to hire, apply, and retain a qualified workforce to this effort.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



4. MANAGEMENT/ PERSONNEL/LABOR - <i>Continued</i>	E	VG	S	M	U	N
(c) Government Property Control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Knowledge/expertise demonstrated by contractor personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Utilization of Small Business concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Ability to simultaneously manage multiple projects with multiple disciplines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. COST/FINANCIAL MANAGEMENT	E	VG	S	M	U	N
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If this is/was a Government cost type contract, or a CMc/CMc at Risk Contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>(If no, please explain in comment section below.)</i>	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No			
(e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>(Indicate if show cause or cure notices were issued, or any default action in comment section below.)</i>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			
(f) Have there been any indications that the contractor has had any financial problems? <i>(If yes, please explain in the comment section below.)</i>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			
6. SAFETY/SECURITY	E	VG	S	M	U	N
(a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. GENERAL	E	VG	S	M	U	N
(a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Compliance with contractual terms/provisions <i>(If there were specific issues, please explain in the comments sections below)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



8. SUSTAINABILITY	
Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide WBDG Green Building Standards and Certification Systems .) <i>(If yes, please explain in the comments section below.)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. SUMMARY	
Would you hire or work with this firm again? <i>(If no, please explain in the comments section below.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

COMMENTS SECTION

Please provide additional information below, and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:



CLIENT EVALUATION FOR HUD & OFFICE OF INSPECTOR GENERAL, OFFICE BUILD-OUT



PBS PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (Contractor/Offeror to complete Blocks 1-4)

1. CONTRACTOR/OFFEROR INFORMATION

Firm Name: Development One, Inc
 Address: 2020 E First St., Ste. 525 Santa Ana, CA, 92705
 Phone Number: 714-689-0298 DUNs Number: 620107763
 Contact Name J. Bruce Camino
 Email Address: jbruce@developmentone.net Contact Phone Number: 714-689-0298 X91

2. GENERAL WORK INFORMATION

Work performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Please explain):
 Percent (%) of project work performed:
 If a subcontractor, who was the prime (Name/Phone #): 75%

3. CONTRACT INFORMATION

Contract Number: GS09P08KND0017
 Delivery/Task Order Number (if applicable): 9P3PSLC141172
 Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please explain)
 Contract Title: Hud Consolidation Design
 Contract Location: Los Angeles, CA

Award Date (mm/dd/yy): 9/30/14
 Contract Completion Date (mm/dd/yy): 1/15/15
 Actual Completion Date (mm/dd/yy): 4/3/16
 Explain Differences: Owner driven changes and delays

Original Contract Price (Award Amount): \$288,619
 Final Contract Price (to include all modifications, if applicable): \$403,989
 Explain Differences: Mod was executed for owner requested changes

4. PROJECT DESCRIPTION

Complexity of Work: ☒ High ☐ Med ☐ Routine
 How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc) GSA Project Located in the same building, with similar project parameters.

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: PBS requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to PBS with their proposal, and may duplicate this questionnaire for future submission on PBS solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to PBS. Please contact the offeror for PBS POC information. The government reserves the right to verify any and all information on this form.




Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.



TO BE COMPLETED BY CLIENT

CLIENT INFORMATION						
Client Point of Contact Information Name:						
Mark Lovie						
Title: Project Manager						
Phone Number: 415-961-0222						
Email Address: mark.lovie@gsa.gov						
Project Information						
Contract Type: Design Bid Build						
Contract Title: HUD Consolidation Design						
Contract Location: 300 N. Los Angeles						
Describe your role in the project: I managed the job from design through construction						
Date Questionnaire was completed (06/18/2018):						
Client's Signature: 						
Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.						
1. QUALITY:	E	VG	S	M	U	N
(a) Quality of technical data/report preparation efforts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to meet quality standards specified for technical performance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	E	VG	S	M	U	N
(a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below.)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. CUSTOMER SATISFACTION:	E	VG	S	M	U	N
(a) To what extent were the end users satisfied with the project?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Overall customer satisfaction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MANAGEMENT/ PERSONNEL/LABOR	E	VG	S	M	U	N
(a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to hire, apply, and retain a qualified workforce to this effort.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



GSA

4. MANAGEMENT/ PERSONNEL/LABOR - <i>Continued</i>	E	VG	S	M	U	N
(c) Government Property Control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Knowledge/expertise demonstrated by contractor personnel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Utilization of Small Business concerns.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Ability to simultaneously manage multiple projects with multiple disciplines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. COST/FINANCIAL MANAGEMENT	E	VG	S	M	U	N
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If this is/was a Government cost type contract, or a CMc/CMc at Risk Contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>(If no, please explain in comment section below.)</i>	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No			
(e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>(Indicate if show cause or cure notices were issued, or any default action in comment section below.)</i>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			
(f) Have there been any indications that the contractor has had any financial problems? <i>(If yes, please explain in the comment section below.)</i>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			
6. SAFETY/SECURITY	E	VG	S	M	U	N
(a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. GENERAL	E	VG	S	M	U	N
(a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Compliance with contractual terms/provisions <i>(If there were specific issues, please explain in the comments sections below)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



8. SUSTAINABILITY	
Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide WBDG Green Building Standards and Certification Systems .) <i>(If yes, please explain in the comments section below.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. SUMMARY	
Would you hire or work with this firm again? <i>(If no, please explain in the comments section below.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

COMMENTS SECTION

Please provide additional information below, and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

Development One was great to work with. They were very responsive to GSA and HUD's needs. I wish more of our contractor's were as client orientated as Development One. I would also like to add that this project had a challenging clientele with a tight time line due to an expiring lease. Development One was cognitive of this fact and worked in such a way that we were able to deliver the project on time and under budget.



CLIENT EVALUATION FOR JUDICIAL COUNCIL OF CALIFORNIA ON-CALL A/E SERVICES



PBS PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (*Contractor/Officer to complete Blocks 1-4*)**1. CONTRACTOR/OFFEROR INFORMATION**

Firm Name: Development One, Inc.

Address: 2020 E First Street, Santa Ana, CA

Phone Number: 714-689-0298

DUNs Number: 620107763

Contact Name David Meider

Email Address: : dmeider@developmentone.net

Contact Phone Number: 714-689-0298 X97

2. GENERAL WORK INFORMATIONWork performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Please explain):

Percent (%) of project work performed: 80%

If a subcontractor, who was the prime (Name/Phone #):

3. CONTRACT INFORMATION

Contract Number: MA-AE-IDIQ-20

Delivery/Task Order Number (if applicable):

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please explain)

Contract Title: State Wide Roof Assessments

Contract Location: Throughout California

Award Date (mm/dd/yy): 04/14/17

Contract Completion Date (mm/dd/yy): 02/20/19

Actual Completion Date (mm/dd/yy): 02/20/19

Explain Differences:

Original Contract Price (Award Amount): \$233,883.46 (Cumulative)

Final Contract Price (*to include all modifications, if applicable*):

Explain Differences:

4. PROJECT DESCRIPTIONComplexity of Work: ☒ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*) A series of roof condition assessments for the Judicial Council of California at 36 courthouse locations, 22 of which require construction documents for roof replacement. The scope also included construction administration and inspection services for all the associated roof work.

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: PBS requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to PBS with their proposal, and may duplicate this questionnaire for future submission on PBS solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to PBS. Please contact the offeror for PBS POC information. The government reserves the right to verify any and all information on this form.



Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.



TO BE COMPLETED BY CLIENT

CLIENT INFORMATION						
Client Point of Contact Information Name: Craig Evans Title: Project Manager Phone Number: 916-606-7993 Email Address: craig.evans@jud.ca.gov						
Project Information Contract Type: Roofs and Elevators: Assessments, Design, Administration Contract Title: Deferred Maintenance Projects Contract Location: State of California						
Describe your role in the project: Project Manager for the Judicial Council overseeing the deferred maintenance projects.						
Date Questionnaire was completed (mm/dd/yy): 8/6/2020						
Client's Signature: <i>Craig Evans</i>						
Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.						
1. QUALITY:	E	VG	S	M	U	N
(a) Quality of technical data/report preparation efforts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to meet quality standards specified for technical performance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	E	VG	S	M	U	N
(a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below.)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. CUSTOMER SATISFACTION:	E	VG	S	M	U	N
(a) To what extent were the end users satisfied with the project?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Overall customer satisfaction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MANAGEMENT/ PERSONNEL/LABOR	E	VG	S	M	U	N
(a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



(b) Ability to hire, apply, and retain a qualified workforce to this effort.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MANAGEMENT/ PERSONNEL/LABOR - Continued	E	VG	S	M	U	N
(c) Government Property Control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Knowledge/expertise demonstrated by contractor personnel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Utilization of Small Business concerns.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Ability to simultaneously manage multiple projects with multiple disciplines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. COST/FINANCIAL MANAGEMENT	E	VG	S	M	U	N
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If this is/was a Government cost type contract, or a CMc/CMc at Risk Contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>(If no, please explain in comment section below.)</i>	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No			
(e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>(Indicate if show cause or cure notices were issued, or any default action in comment section below.)</i>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			
(f) Have there been any indications that the contractor has had any financial problems? <i>(If yes, please explain in the comment section below.)</i>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			
6. SAFETY/SECURITY	E	VG	S	M	U	N
(a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. GENERAL	E	VG	S	M	U	N
(a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Compliance with contractual terms/provisions <i>(If there were specific issues, please explain in the comments sections below)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) In summary, provide an overall rating for the work performed by this	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



contractor.	
8. SUSTAINABILITY	
Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide WBDG Green Building Standards and Certification Systems .) <i>(If yes, please explain in the comments section below.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. SUMMARY	
Would you hire or work with this firm again? <i>(If no, please explain in the comments section below.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

COMMENTS SECTION

Please provide additional information below, and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*: Performance of all work by this contractor was exceptional.



CLIENT EVALUATION FOR U.S. DISTRICT COURTROOM, JUDGES' CHAMBERS & U.S. MARSHALS' HOLDING AREA

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information Firm Name: Development One, Inc. Address: 1611 E. 4 th Street, CA 92701 Phone Number: 714.689.0298 X 91 Email Address: jbruce@developmentone.net Point of Contact: J. Bruce Camino CAGE Code: OR7D9 DUNs Number: 609732107 Contact Phone Number: 714.689.0298 X 91	
2. Work Performed as: <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of project work performed: 100% If subcontractor, who was the prime (Name/Phone #):	
3. Contract Information Contract Number: GS-09P-08-KN-D-0017 / GS-P-09-10-KZ-5022 Delivery/Task Order Number (if applicable): Contract Type: <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): Contract Title: U.S. District Courtroom Contract Location: Ronald V. Dellums Federal Building, Oakland, CA Award Date (mm/dd/yy): 2010/08/02 Contract Completion Date (mm/dd/yy): 2012/10/09 Actual Completion Date (mm/dd/yy): 2014/04/30 Explain Differences: Project was submitted for LEED certification to USGBC. The LEED process takes time. Original Contract Price (Award Amount): \$55,832.00 Final Contract Price (to include all modifications, if applicable): \$343,408.00 Explain Differences: The design contract combines two GSA projects for US District Courts and US Marshal. The scope was expanded and owner initiated changes took place during construction. These change had impact on the design contract as well. At the end both Courts and Marshall were very happy with end product.	
4. Project Description: Complexity of Work <input checked="" type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project had a construction cost of \$300,000 Greater, and was Renovation / Repair Construction project for an Institution facility.	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information Name: Ashima Roy Title: Project Manager, for region 9, PBS, GSA Phone Number: (415) 522 - 4489 Email Address: ashima.roy@gsa.gov	
6. Describe the client's role in the project: Worked and managed as project manager for GSA for design contract, construction management contract (CM contract) and construction contract. I was responsible for the budget and schedule of all contracts and deliver the project to GSA client from design to bid to construction.	
7. Date Questionnaire was completed (mm/dd/yy): 2014/12/16	
8. Client's Signature:	

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

Revised 7 December 2011

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SOURCE SELECTION SENSITIVE INFORMATION
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY



Contractor Information (Firm Name): DEVELOPMENT ONE, INC.
 Client Information (Name): ASHMA ROY, GSA

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E <u>VG</u> S M U N
b) Ability to meet quality standards specified for technical performance	<u>E</u> VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<u>E</u> VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E <u>VG</u> S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	<u>E</u> VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<u>E</u> VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	<u>E</u> VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<u>E</u> VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<u>E</u> VG S M U N
d) Overall customer satisfaction	<u>E</u> VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U <u>N</u>
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U <u>N</u>
c) Government Property Control	E VG S M U <u>N</u>
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U <u>N</u>
e) Utilization of Small Business concerns	E VG S M U <u>N</u>
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U <u>N</u>
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	<u>E</u> VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<u>E</u> VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<u>E</u> VG S M U N




Contractor Information (Firm Name): DEVELOPMENT ONE, INC.
 Client Information (Name): ASHIMA ROY, GSA

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	<input checked="" type="radio"/> VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	<input checked="" type="radio"/> E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		<input checked="" type="radio"/> No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		<input checked="" type="radio"/> No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	<input checked="" type="radio"/> N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	<input checked="" type="radio"/> E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	<input checked="" type="radio"/> Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):



CLIENT EVALUATION FOR NASA FACILITIES SUPPORT CENTER

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information Firm Name: Development One, Inc. CAGE Code: OR7D9 Address: 1611 E. 4 th Street, CA 92701 DUNs Number: 609732107 Phone Number: 714.689.0298 X 91 Email Address: jbruce@developmentone.net Point of Contact: J. Bruce Camino Contact Phone Number: 714.689.0298 X 91	
2. Work Performed as: <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of project work performed: 100% If subcontractor, who was the prime (Name/Phone #):	
3. Contract Information Contract Number: NND05AC27B Delivery/Task Order Number (if applicable): NND09AE16T Contract Type: <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): Contract Title: Facilities Support Center Contract Location: NASA-DFRC, Edwards, CA 93523-0273 Award Date: 7/28/2009 Contract Completion Date (mm/dd/yy): 3/21/14 Actual Completion Date (mm/dd/yy): 3/21/14 Explain Differences: N/A Original Contract Price (Award Amount): \$824,300.32 Final Contract Price (to include all modifications, if applicable): \$873,531.00 Explain Differences: A modification was added for LEED certification services.	
4. Project Description: Complexity of Work <input checked="" type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project had a construction cost of \$300,000 or Greater, was a new construction project, and features, a High Performance/Sustainable design.	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information Name: Gemma Flores Title: Contracting Officer's Representative, Facilities Project Manager Phone Number: (661) 276-2817 Email Address: Gemma.Flores@nasa.gov	
6. Describe the client's role in the project: <u>The client ensured that the deliverables were submitted per the Contract. We also worked together to ensure that the design met the user's requirements.</u>	
7. Date Questionnaire was completed (mm/dd/yy): 12/17/14	
8. Client's Signature: 	

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

Revised 7 December 2011

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SOURCE SELECTION SENSITIVE INFORMATION
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY



*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Revised 7 December 2011

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**SOURCE SELECTION SENSITIVE INFORMATION
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY**

Contractor Information (Firm Name): Development One Inc.Client Information (Name): Gemma Flores**TO BE COMPLETED BY CLIENT**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:						
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/> E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	<input checked="" type="radio"/> VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	<input checked="" type="radio"/> VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/> E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/> E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E	VG	S	M	U	N
d) Overall customer satisfaction	<input checked="" type="radio"/> E	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	<input checked="" type="radio"/> E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	<input checked="" type="radio"/> N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/> E	VG	S	M	U	N
e) Utilization of Small Business concerns	<input checked="" type="radio"/> E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/> E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	<input checked="" type="radio"/> E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/> E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E	VG	S	M	U	N

Revised 7 December 2011

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SOURCE SELECTION SENSITIVE INFORMATION
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY

Contractor Information (Firm Name): Development One IncClient Information (Name): Gemma Flores

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	<input checked="" type="radio"/> E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	<input checked="" type="radio"/> N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		<input checked="" type="radio"/> No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		<input checked="" type="radio"/> No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	<input checked="" type="radio"/> E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	<input checked="" type="radio"/> Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

Development One designed the first LEED Platinum building for the Armstrong Flight Research Center. They were very diligent in ensuring that all of our needs were met. They even helped in the marketing of the project and coined the project, "Platinum in the Desert". They have an excellent workforce and resources that they draw upon when needed. They were on board with us in taking the challenge of taking the design to the highest level of LEED certification.



CLIENT EVALUATION FOR BEALE AIR FORCE BASE FITNESS CENTER

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: Development One, Inc.

CAGE Code: 0R7D9

Address: 2020 E. First Street, Suite 525, Santa Ana, CA 92705

DUNs Number: 620107763

Phone Number: 714-689-0298

Email Address: gchapluk@developmentone.net

Point of Contact: Geoff Chapluk

Contact Phone Number: 714-689-0298 X 99

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number: FA4427-13-D- 0106-5N08.

Delivery/Task Order Number (if applicable):

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Harris Fitness Center Design

Contract Location: Beale Air Force Base, CA

Award Date (mm/dd/yy): 2/18/2017

Contract Completion Date (mm/dd/yy): 6/15/2017

Actual Completion Date (mm/dd/yy): 6/15/2017

Explain Differences: NA

Original Contract Price (Award Amount): \$239,430.14

Final Contract Price (to include all modifications, if applicable): \$239,430.14

Explain Differences: NA

4. Project Description:

Complexity of Work ☒ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

This project included fully-designed plans and specifications for new renovations and an addition to an existing fitness center. The project included UFC criteria, site investigations to support new development in existing facilities, and included studies, reports, and evaluations related to the designs of renovations to existing facilities. The intended use of the facility was an training/"Quality of life" facility.

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: Shawn Singleterry

Title: Global Hawk Project Manager

Phone Number: 530-634-0560

Email Address: shawn.singleterry@sigdef.com

6. Describe the client's role in the project:

Overseer & reviewer throughout the complete design process.

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature: *Shawn Singleterry*

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.



*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): Development One, Inc.Client Information (Name): Shawn Singleterry**TO BE COMPLETED BY CLIENT**

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
1. QUALITY:						
a) Quality of technical data/report preparation efforts	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	<input checked="" type="radio"/> VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	<input checked="" type="radio"/> VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	<input checked="" type="radio"/> VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	<input checked="" type="radio"/> VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	<input checked="" type="radio"/> VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E	VG	S	M	U	N
d) Overall customer satisfaction	E	<input checked="" type="radio"/> VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	<input checked="" type="radio"/> VG	S	M	U	N
c) Government Property Control	E	<input checked="" type="radio"/> VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	<input checked="" type="radio"/> VG	S	M	U	N
e) Utilization of Small Business concerns	E	<input checked="" type="radio"/> VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	<input checked="" type="radio"/> VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	<input checked="" type="radio"/> VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	<input checked="" type="radio"/> VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	<input checked="" type="radio"/> VG	S	M	U	N

Contractor Information (Firm Name): Development One, Inc.Client Information (Name): Shawn Singleterry

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	<input checked="" type="radio"/> E	<input type="radio"/> VG	<input type="radio"/> S	<input type="radio"/> M	<input type="radio"/> U	<input type="radio"/> N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	<input type="radio"/> E	<input checked="" type="radio"/> VG	<input type="radio"/> S	<input type="radio"/> M	<input type="radio"/> U	<input type="radio"/> N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	<input type="radio"/> Yes			<input checked="" type="radio"/> No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	<input type="radio"/> Yes			<input checked="" type="radio"/> No		
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input type="radio"/> E	<input checked="" type="radio"/> VG	<input type="radio"/> S	<input type="radio"/> M	<input type="radio"/> U	<input type="radio"/> N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input type="radio"/> E	<input checked="" type="radio"/> VG	<input type="radio"/> S	<input type="radio"/> M	<input type="radio"/> U	<input type="radio"/> N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input type="radio"/> E	<input checked="" type="radio"/> VG	<input type="radio"/> S	<input type="radio"/> M	<input type="radio"/> U	<input type="radio"/> N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	<input type="radio"/> E	<input checked="" type="radio"/> VG	<input type="radio"/> S	<input type="radio"/> M	<input type="radio"/> U	<input type="radio"/> N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
d) In summary, provide an overall rating for the work performed by this contractor.	<input type="radio"/> E	<input checked="" type="radio"/> VG	<input type="radio"/> S	<input type="radio"/> M	<input type="radio"/> U	<input type="radio"/> N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

A/E contractor management group was very confident and effective in pursuing this design to completion. All terms & provisions in the contract were managed properly adhering to all current applicable codes & standards.

A/E managed subcontractors in the design very well during the complete process. All issues were resolved quickly and efficiently.



GROUP ACHIEVEMENT AWARD FOR NASA FUEL FARM PROJECT

National Aeronautics and Space Administration

Presents the

Group Achievement Award

to

B703 Fuel Farm Design and Construction Team

For perseverance and collaboration in overcoming significant obstacles and building the jet fuel storage and pumping facility for the SOFIA program.

John B. Camino



*Signed and Sealed at Washington, DC
this second day of August
Two Thousand Eighteen*

Jim Bridenstine
Administrator, NASA



FORMS

SECTION VII

STATUS OF PAST AND PRESENT CONTRACT FORM

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

Public Agency city/county/other: N/A	
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:	
N/A	

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 J. Bruce Camino

Date 12/17/21

Name: J. Bruce Camino

Title: Principal Architect

Development One, Inc. has never had a contract end in termination, settlement or litigation.



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

N/A

PROPOSING FIRM Development One, Inc. DATE 12/17/21

BUSINESS ADDRESS 202 W. Amerige Ave., Fullerton, CA 92832

SIGNATURE OF REPRESENTATIVE: 

BY: J. Bruce Camino TITLE Principal Architect, President

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

J. Bruce Camino, President, Secretary

202 W. Amerige Ave., Fullerton, CA 92832

EXHIBIT C

CERTIFICATES OF INSURANCE