

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
GILLIS + PANICHAPAN ARCHITECTS, 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 GILLIS + PANICHAPAN ARCHITECTS, 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:

Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626
Attn: Jack Panichapan

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



Jack Panichapan, President, CEO

Date: 7/5/2022

On File
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



Richard D. Jones, City Attorney

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF FULLERTON
REQUEST FOR QUALIFICATIONS



RFQ #4367 ON-CALL PROFESSIONAL ARCHITECTURAL SERVICES

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

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

RFQ Posted: Wednesday, November 10, 2021

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

Table of Contents

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

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

SECTION III INSTRUCTIONS TO PROPOSERS.....3

SECTION IV REQUIRED PROPOSAL CONTENT.....7

SECTION V EVALUATION AND AWARD.....10

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

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

SECTION VIII EXCEPTIONS FORM.....25

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

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

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

BACKGROUND

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

SUBMITTAL DEADLINE

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

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

SECTION II

SCOPE OF SERVICES/SCOPE OF WORK

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

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

MINIMUM QUALIFICATIONS

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

SCOPE OF WORK

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

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

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

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

SECTION III

INSTRUCTIONS TO PROPOSERS

Examination of Proposal Documents

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

Addenda

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

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

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

California Public Records Act (CPRA)

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

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

Request for Information

Submitting Questions

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

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

City Responses

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

City's bid webpage: www.cityoffullerton.com/business/bids-rfps

City's eProcurement Portal – Public Purchase: www.publicpurchase.com

CITY CONTACT

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

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

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

Submission of Proposals

Date and Time

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

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

How to Submit

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

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

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

Acceptance of Proposals

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

Pre-Contractual Expenses

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

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

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

Joint Offers

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

Exceptions and Deviations

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

Insurance Requirements

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

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

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

SECTION IV

REQUIRED PROPOSAL CONTENT

Proposal Format and Content

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

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

Letter of Transmittal

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

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

Technical Proposal

Qualifications, Related Experience, and References of Proposer

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

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

Proposer to:

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

Proposed Staffing and Organization

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

Proposer to:

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

Detailed Work Plan

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

The proposer shall:

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

Fee Proposal

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

Appendices

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

Status of Past and Present Contracts Form

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

SECTION V

EVALUATION AND AWARD

Evaluation Criteria

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

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

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

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

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

Evaluation Procedure

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

Award

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

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

Notification of Award

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

Tentative Schedule

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

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

SECTION VI
SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

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

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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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

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

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

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

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

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

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

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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.

SAMPLE ONLY – NOT REQUIRED WITH PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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Consultant in the performance of this Agreement.

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

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

IF TO CONSULTANT:

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

IF TO CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FULLERTON

City Manager

Date: _____

CONSULTANT

[NAME AND TITLE]

Date: _____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

SECTION VII

STATUS OF PAST AND PRESENT CONTRACT FORM

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

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:

<hr/>	<hr/>
<hr/>	<hr/>
<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



Jack Panichapan, AIA, LEED AP
Principal/CEO

Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, 92626

jack@gparchitects.org
Tel. 714.668.4260
Fax. 714.668.4265

Request for Qualifications (RFQ # 4367) On-Call Architectural Professional Services

City of Fullerton

December 17, 2021



Table of Contents	01
Letter of Transmittal	02
Firm Qualifications	04
Firm References	11
Staffing- Organization	12
Staffing- Resumes	13
Detailed Work Plan	23
Fee Proposal	See Separate File
Status of Past & Present Contracts Form	27
Exceptions Form	28

December 17, 2021

CITY OF FULLERTON-

Re: **Request for Qualifications (RFQ #4367) for On-Call Professional Architectural Services**

To whom it may concern,

We are pleased to forward to you our statement of qualifications for the On-Call Professional Architectural Services for the City of Fullerton.

Our work experience involves collaboration with Municipal and Water District agencies on a broad range of projects in complexity, scope of work, and size:

- We specialize in the providing services for new ground-up and rehabilitation of public buildings, police and fire training facilities, Civic Centers, educational facilities, public works facilities, water districts from conceptual design through to project move-in.
- We believe sustainability and life cycle cost efficiencies as a cornerstone of our work. Our goals are to develop the optimum balance of comfort, ease of maintenance, and cost efficiency for your future facility.
- Our skills and the experience encompass working with helping the City to visualize their future facility as the design develops. We are able to generate 3-d conceptual models, and clear graphics that communicate a project's intention at the earliest stages.

We believe our experience, size, flexibility, and range of skills will be ideal to suit the City's needs. Gillis + Panichapan Architects, Inc. (GPa) is a full-service Architecture, Planning, and Interior Design Firm that has been in practice for well over 30 years. Address: 2900 Bristol Street, Suite G-205, Costa Mesa, CA 92626. We are locally based in Costa Mesa. Our firm has distinguished itself by providing excellence in architecture, space programming, master planning, and interior design services. We have five (5) full-time employees. Our successful experience with these Agencies leaves us with a great depth of intimate knowledge that we can bring forward specifically to the City of Fullerton.

By submitting a proposal, Gillis + Panichapan Architects, Inc. agrees and acknowledges that it will provide for the duration of the project, the full complement of staff required to perform the work, including the specific individuals identified in this proposal. Key personnel shall not be substituted or otherwise changed without the express permission of the City of Fullerton.

Gillis + Panichapan Architects, Inc. acknowledges that the proposal shall remain valid for a period of no less than 120 days from the date of submittal.

Gillis + Panichapan Architects, Inc. acknowledges receipt of all RFQ addenda.

Sub-Consultants

STRUCTURAL ENGINEERING

Richard Suzuki, S.E.
Sr. V.P., Director of Engineering
Dale Christian Structural Engineering
rsuzuki@dalechristian.com
714-997-1145x1004
1744 West Katella Avenue, Ste. 107
Orange, CA 92867

MEP ENGINEERING

Hiten Sheth, PE
Principal Mechanical Engineer
H2S Engineers Inc.
hsheth@h2sengineers.com
714-321-3068
1124 N Boatswain Cir,
Anaheim, CA 92801

CIVIL ENGINEERING

Marie Marston
Principal
Civil Works Engineers
mmarston@civilworksenineers.com
714-966-9060
3151 Airway Avenue, Ste T-1
Costa Mesa, CA 92626

We are pleased to submit our qualifications, and hope to have the opportunity to further demonstrate our enthusiasm, and express our experience in more detail.

Respectfully,



Jack Panichapan, AIA, LEED AP, President, CEO
jack@gparchitects.org
714-668-4260
2900 Bristol Street, Ste G-205
Costa Mesa, CA 92626
(Contact Person)

GPa FIRM DESCRIPTION

Gillis + Panichapan Architects, Inc. (GPa) is a full-service Architecture, Planning, and Interior Design Firm that has been in practice for well over 30 years. We are locally based in Costa Mesa. Our firm has distinguished itself by providing excellence in architecture, space programming, master planning, and interior design services. With extensive experience in civic and public works architecture, our knowledge encompasses public facilities ranging from municipal offices, community centers, city maintenance facilities, fire and police facilities, educational facilities, and more.

Our portfolio encompasses a large range and scale of project types in a diversity of public and civic building categories. Beyond ground up building and campus master planning, we carry expertise on renovation and retrofits of existing buildings. We have successfully completed and are currently completing new build as well as renovation for projects throughout California with regions from the ocean to the desert to the mountains, and all in between. Some of our local clients include the University of California, Irvine (UCI), Southern California Edison (SCE), and Cities of Long Beach, Costa Mesa, Santa Ana, Westminster, and Seal Beach.

We believe sustainability is a major cornerstone of our practice. We commit to sustainable practices in every project whether or not a project seeks formal sustainable certification. Every architect here at GPa is LEED accredited and well qualified to guide project towards practical sustainable design solutions or formal LEED certification. We have achieved LEED certification up to the Platinum level in a number of our projects. Considering cost and schedule, we endeavor to maximize sustainable features within the project. Our design philosophy encourages passive building conditioning strategies that are a reflection of local climate, site orientation, and environment. We trust that sustainability is an optimal approach for cost savings, lower long-term maintenance, and minimizes impact on the site, and the environment overall.

While creating a more sustainable built environment, our core values are based on connection to community and by making a difference with enhancing the places people work and visit. As a part of the Fullerton On Call Team, we have the professionals, experience, and expertise for municipal and civic design and planning to exceed your objectives in a timely and cost-effective manner. It would be an honor to work with the City of Fullerton, which exemplifies our commitment to sustainability with a healthy balanced lifestyle seamlessly connected with the outdoors.

CERTIFICATIONS

- Disadvantaged Business Enterprise (DBE), California Unified Certification Program
- Small Business Enterprise (SBE), DGS California Department of General Services
- Minority Business Entity (MBE), The Supplier Clearinghouse

LICENSED PROFESSIONALS**Jack Panichapan- Principal/CEO**

- Professional Architect, CA, 29344
- Professional Architect, IL, 001-018109
- LEED Accredited Professional

Vic Nguyen- Project Architect/Design Director

- Professional Architect, CA, C-30250
- LEED Accredited Professional

Kent Kluefer- Project Architect

- Professional Architect, CA, 25189
- LEED Accredited Professional

COMPANY BACKGROUND

Our work encompasses a large range and scale of project type and project diversity. Beyond entire building and campus design from ground up, we carry expertise on renovation and retrofits of existing buildings. Our portfolio includes projects for the University of California, Irvine, the City of Long Beach, Southern California Edison (SCE) and Orange County Public Works.

Our office is full service and encompasses both Architecture and Interior Design. In each and every project, we are involved in space planning and furniture procurement. We can be involved from early stages of programming all the way to the move in coordination up to opening day. Within the project process even in early stages, we hold interactive workshops showcasing progress to help our clients obtain a clear sense of the direction development of the design at every step.

GPa'S PHILOSOPHY

We have completed a large breadth and variety of projects for Public Agencies all over California, with each one being uniquely different based on the respective needs of the client and regional context. Even though building and project types may be similar, each project is distinctly unique to our Clients. We believe the foundation for the project starts with the goals and visions of our Client.

We guide our clients into making small decisions at a "step by step" basis with number simple strategic questions that can move a project forward rather than overwhelm. Our strategy of collaboration can provide an overall sense of ownership and pride for our clients in the direction and outcome a project. The client's involvement at every step of the process allows an open door to communication and flexibility while the direction and goals of the overall project are kept under control and the budget kept in check.

Jack Panichapan leads an architecture studio composed of an experienced team of professional architects and interior designers. Jack is directly hands-on, working one on one with the client throughout every stage of the project from the start of the needs assessment stage to move-in day.

MANAGING PROJECT DESIGN SERVICES

During the process of documentation, organized workshops will be provided to share our findings and the project's development coordinating with Client's team. The project progress will be presented for input and guidance for iterative refinements. These workshops would involve meetings with the Client staff to discuss design ideas and operational needs, and it will be a chance to showcase progress and gauge reaction. Through these interactive meetings we would have drawings, exhibits, and renderings are used optimally and effectively to communicate ideas and bring the Client vision to life be it conceptual, entitlement, or construction stages.

BUDGET MANAGEMENT

Our team has worked on a comprehensive range of public works projects throughout California and is accustomed with fluctuations and impacts on costs that influence the construction of Public Works facilities, in particular.

As the project develops, our team can provide and update detailed cost estimates for the project. Knowing the cost estimates early allows us to make necessary adjustments to bring the project under budget with minor concessions. We use in house as well as professional cost estimating services to effectively control the project cost during design. More importantly, all major project decisions are evaluated in terms of cost impact on the project. We inform our Clients of the cost impact on the project to assist with the decision-making process.

During the course of the project design, we will have scheduled opportunities to present our client with a statement of probable cost based on the current stage as a way to keep budget in check. Each stage of design will be accompanied by a general cost statement to keep the city knowledgeable every step of the way on the general cost of the noted improvements.



GRIP- Advanced Water Treatment Facility

WRD- Water Replenishment District of Southern California

DESCRIPTION:

WRD is developing an advanced reclaimed water treatment campus (\$100 million construction cost) that includes an approximately 45,000sf treatment plant process building and an approx. 24,150sf two story Administration and Visitors Building.

During the course of development, GPa developed the general architectural aesthetic of the buildings and site landscape concepts and theme through several phases of public outreach input with the surrounding community. The goal was to have a building and a campus that facilitated a welcome connection to the community.

The Design was developed through stages of Design-Build with an architectural philosophy which is consistent with the theme and character that has been established by WRD in terms of outdoor connections, views, and transparency. We worked interactively with WRD in order to ensure that the

implementation of the final design aligns with the established budget, needs, and goals for the architecture of new facility. Throughout the development of the project this can be implemented with workshops. The facility achieved LEED Platinum.

CONTRACT VALUE: \$875,000 (Architecture only)

CONSTRUCTION BUDGET: \$100,000,000

DATES OF SERVICE: 2019

CLIENT REFERENCE:

Charlene King
Associate Engineer
562-275-4252
cking@wrd.org





Yucca Valley Branch Library

Town of Yucca Valley

DESCRIPTION:

It has been approximately ten years since a needs assessment was completed and there have been potentially organizational and infra-structural changes over the years that require the Town Master Plan Study to be re-assessed and revised.

GPa had assisted the Town of Yucca Valley to develop a report to determine a compatible new program to occupy the infrastructure of the existing mid-20th century bank facility located at 57271 Twenty-nine Palms Highway Yucca Valley, CA 92284. Programming and architectural/ engineering assessments of the existing building were provided in this report. GPa provided the Town of Yucca Valley with three separate schemes: community library, combination hi-desert museum and California welcome center, and hi-desert museum. With three separate programs and conceptual plans developed, it was determined that the County library program would be the most optimal fit. A conceptual plan of renovation of the bank were developed to depict its library use as one of three schemes. Recently, GPa completed performing

the next stages of design services (schematic design through construction administration) for the Architectural and Engineering for the renovation of the former Bank Building into the County Library.

CONTRACT VALUE: \$331,000

CONSTRUCTION BUDGET: \$2,500,000

DATES OF SERVICE: 2020

CLIENT REFERENCE:

Shane R. Stueckle
Deputy Town Manager
760-369-1265 ext. 305

[sstueckle@yucca-valley.org](mailto:ssstueckle@yucca-valley.org)





EHLERS EVENT CENTER

City of Buena Park

DESCRIPTION:

The existing 30,000sf facility is composed of a campus of Community Buildings, Senior Citizens' Center, and Banquet Facilities that is major community gathering place. Built in the 1960s, the facility had a great deal of deterioration including dry rot, and deferred maintenance. It also had issues of security, and homeless accessing private courtyard areas of the facility. Many of the original Mid-century exposed wood details were in need of restoration and protection. GPa provided an assessment of damage, conceptual design, and cost estimate of the retrofits in a PDR. We then provided Construction Document through Construction Administration services.

GPa was assigned to provide a strategic design to enhance security while also giving the facility a restoration and architectural update. Details were developed to repair and prevent future dry rot and deterioration. We provided design schemes and renderings as a part of an interactive process to design it with the City and the Community input and collaboration while staying on a restrictive budget as noted on our original PDR early in the project development.

CONTRACT VALUE: \$230,000

CONSTRUCTION BUDGET: \$2,400,000

DATES OF SERVICE: 2018

CLIENT REFERENCE:

Jeff Townsend
Associate Engineer
(714) 562-3680
JTownsend@buenapark.com





San Gabriel Municipal Yard

City of San Gabriel

DESCRIPTION:

The City of San Gabriel had acquired a challenging narrow 3.5-acre site bifurcated by a flood control channel for its new maintenance facility containing the City's Maintenance Division, Engineering, and Administration Staff. It was our objective to provide an environmentally and energy efficient building to the City of San Gabriel that blends in, as well as enhances the surrounding community. A portion of the building also serves as an essential facility. Building and site improvements were located on the east side of the wash. The other sides of the site are primarily bordered by large industrial tilt-up facilities on the east, north, and across the Rubio wash to the west. There is a small cluster of homes isolated on the southeast section of the site, with the homes sharing the property line with the site.

The Municipal Yards Facility artfully blends in the contextual juxtaposition of single-family residential versus industrial facilities using a CMU as the primary façade material to transition the two zones. The buildings blend the larger concrete warehouses with the residential scale more gradually. The facility uses a series of subtle patterned CMU walls throughout the main facades. The colored CMU used

provides a warmth and scale for residential context while fitting in with the larger tilt-up industrial buildings on the other side. A secondary goal with the use of CMU was to provide visual and acoustic mitigation between the industrial and residential zones.

With the narrow site, the durability of the walls offers good resistance to the maintenance facility high volume activities and traffic around on the very narrow site. The facility considers sustainable design features such as native plantings, recycled materials, and north-south fenestration orientation for energy efficiency.

CONTRACT VALUE: \$750,000

CONSTRUCTION BUDGET: \$10,000,000

DATES OF SERVICE: 2016



Gillis + Panichapan Architects, Inc.

CLIENT REFERENCE:

Patricia "Patty" Pena
Management Analyst
(626) 308-2825
Ppena@sgch.org



WESTMINSTER CORPORATION YARD

City of Westminster

DESCRIPTION:

The existing city maintenance yard facility built in the early 1960s, is overcrowded, inefficient, and no longer sufficient to implement the city's needs as a maintenance facility. GPa was obtained to update and expand the current facility. The new corporate yard includes a new administration building, canopy, fuel station, and warehouse facilities. The renovation and addition takes place within the existing site of the city's current municipal facility along with an adjacent building the city has obtained for a police training facility requiring renovation. Another building housing the Boys and Girls Club was also renovated as a part of this project.

One of the challenges of this project was that the facility is required to be operational during the course of renovation. GPa worked with the city for a phasing plan to relocate staff and keep it operational during the course of construction. The new building contains notable sustainable features and reflects the residential scale of the surrounding residential neighborhood. GPa completed the space planning and furniture procurement for the both the corporate yard and the police training facility. We also provided code updated retrofits for the Boys and Girls Club.

CONTRACT VALUE: \$448,000

CONSTRUCTION BUDGET: \$10,500,000

DATES OF SERVICE: 2016

CLIENT REFERENCE:

Tuan Pham, P.E.
Associate Civil Engineer
(714) 548-3456

tpham@ci.westminster.ca.us



On-Call Contract- #1

**Sean Crumby, P.E., PW Director of Huntington Beach
(Formerly)- Deputy General Manager of Engineering**
City of Long Beach- Long Beach Water Department
Phone: (562) 570-2329
Email: Sean.Crumby@longbeach.gov

CITY OF LONG BEACH**On-Call Contract- #2**

Jennifer Bollman, PJM-1, Associate Project Manager
Southern California Edison
CBRE | Global Workplace Solutions
Phone: (626) 476-0300
Email: Jennifer.Bollman@sce.com

SOUTHERN CALIFORNIA EDISON**On-Call Contract- #3**

Leon Roach, Director, Capital Design and Construction
University of California, Irvine Health
Phone: (714) 456-5454
Email: lroach@uci.edu

UCI HEALTH**On-Call Contract- #4**

Jerry Burke, P.E. Deputy Manager of Engineering
Inland Empire Utilities Agency
Phone: (909) 993-1548
Email: jburke@ieua.org

IEUA**On-Call Contract- #5**

Edward Serna, Principal Civil Engineer
Eastern Municipal Water District
Phone: (951) 928-3777
Email: serna@emwd.org

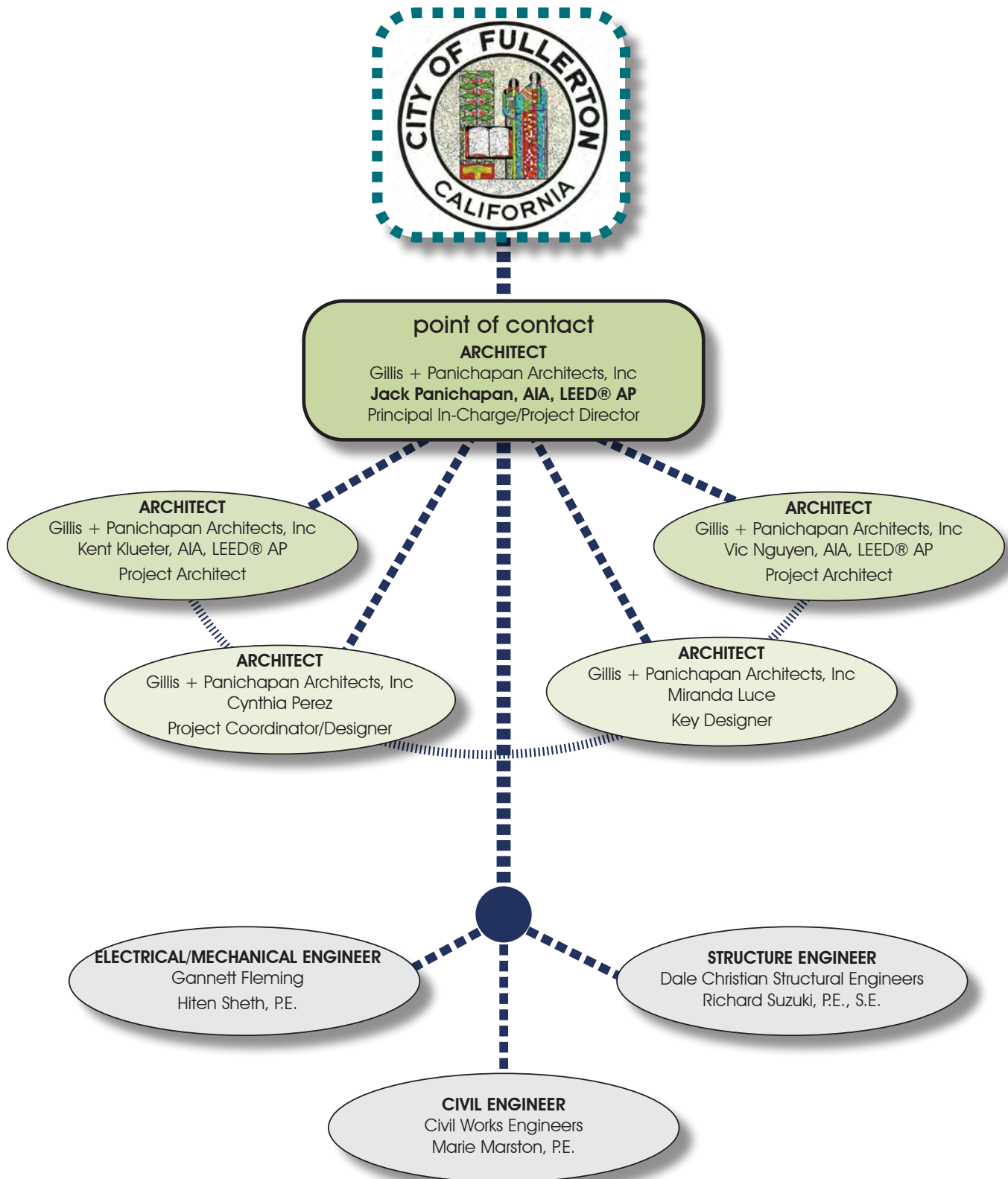
EMWD**On-Call Contract- #6**

Charlene King, Associate Engineer
Water Replenishment District of Southern California
Phone: (562) 275-4252
Email: cking@ wrd.org

WRD**On-Call Contract- #7**

Will Becerra Jr, Associate Engineer II
City of Temecula
Phone: (951) 693-3963
Email: will.becerra@TemeculaCA.gov

CITY OF TEMECULA



By submitting a proposal, Gillis + Panichapan Architects, Inc. agrees and acknowledges that it will provide for the duration of the project, the full complement of staff required to perform the work, including the specific individuals identified in this proposal. Key personnel shall not be substituted or otherwise changed without the express permission of the City of Fullerton.



Jack Panichapan, AIA, NCARB, LEED® AP
CEO/Principal

BIOGRAPHY

Jack Panichapan has over thirty years of experience, ranging from new buildings, renovation, and interior design, to complete city campus master planning. Throughout his career, he has extensive experience in the need's assessment, site survey and ADA analysis in all types of civic and public facilities, such as municipal, water district, corporate yard, health care facilities, and schools.

Experience:

Years of Experience: 28
 Years with GP: 18

Registration:

Professional Architect, CA,
 29344
 Professional Architect, IL,
 001-018109
 LEED Accredited
 Professional
 CA DSW Volunteer,
 #89402 Cal OES- Safety
 Assessment Program

Education:

M. Arch, 1997,
 Architecture, Iowa State
 University
 B. Arch, 1996,
 Architecture, Iowa State
 University

Professional Affiliations:

American Institute of
 Architects
 National Council of
 Architecture Registration
 Board

RELEVANT EXPERIENCE

San Gabriel Corporate Yard Facility | San Gabriel, CA

Located on a 3.5-acre narrow sloping parcel of land bordering a wash on one side and homes on another, the new Maintenance Facility for the city of San Gabriel had programmatic challenges with vehicular circulation, and noise mitigation that GP was able to resolve architecturally on a narrow challenging site. The facility maximizes sustainable design features such as window shading strategies, recycled materials, and north-south fenestration orientation.

As the lead design Principal, Jack oversaw the programming development, schematic design on through construction administrative efforts for the new facility.

Water Replenishment District (WRD) ARC Advanced Water Treatment Facility | Pico Rivera, CA

The new 5-acre garden campus of Albert Robles Center (ARC), is a Water Treatment Facility that contains two main buildings among its variety of structures: A 45,000sf water treatment process building, and a 24,000sf Visitors Learning Center topped with a roof garden.

The facility provides delivery of purified recycled water to replenish aquifers creating a sustainable water supply while serving as an immersive learning environment for the community. It provides a tribute to the San Gabriel River's presence and purpose in the region. The facility achieved LEED Platinum certification.

As the lead design Principal, Jack oversaw the community outreach efforts, schematic design on through construction administrative efforts for the new facility.

Westminster Corporate Yard and Police Training Facility | Westminster, CA

The existing facility built in the early 1960s, is overcrowded, inefficient, and no longer sufficient to implement the city's needs as a maintenance facility. GP was obtained to update and expand the current facility. The new corporate yard will have a new administration building, canopy, fuel station, and warehouse facilities. The renovation and addition take place within the existing site of the city's current municipal facility along with an adjacent site the city has obtained for a police training facility with a Firing Range that GP also designed. One of the challenges of this project was that the facility was required to be operational during the course of renovation.

The new building has many notable sustainable features and reflect the scale of the surrounding residential neighborhood.

As the lead design Principal Jack worked with the city for a phasing plan to relocate staff and keep it operational during phasing plan to relocate staff and keep it operational during the course of construction. The course of construction.

Jack Panichapan, AIA, NCARB, LEED® AP
CEO/Principal

ADDITIONAL PROJECT EXPERIENCE

- One-Stop Shop (Public Works) Concept Studies | Huntington Beach, CA
- WRD GRIP- Treatment Facility and Visitors Center | Pico Rivera, CA
- City Council Chambers Improvements Project | Redondo Beach, CA
- LADWP Van Nuys Office Building Renovation | Van Nuys, CA
- LB_MUST Facility | Long Beach, CA | Long Beach, CA
- Long Beach Oil and Gas Facility Assessment | Long Beach, CA
- Police Department/ Indoor Firing Range Tenant Improvement | Costa Mesa, CA
- UCI Health, 3800 Chapman (4 Phase Building 140k sf Renovation) | Orange County, CA
- Southern California Edison – GO-1 Headquarters Renovation (350k sf) | Rosemead, CA
- Public Works Facilities and CNG Station | Fullerton, CA
- Need Assessment, Maintenance and Water District Facility | Escondido, CA
- Police Department Lobby Concept | Redondo Beach, CA
- Manhattan Beach Public Works Renovation | Manhattan Beach, CA
- Temecula Community Recreation Center Renovation | Temecula, CA
- Temecula Fire Station 84 Renovation | Temecula, CA
- Yorba Linda Water District Headquarters | Temecula, CA
- OCFA Fire Station Renovations | Orange County, CA
- Seal Beach Civic Center Renovations | Seal Beach, CA
- Yucca Valley Civic Center Renovations | Yucca Valley, CA
- Temecula Fire Station 84 Tenant Improvements | Temecula, CA
- Mojave Water District Headquarters and Operations Center | Apple Valley, CA



Vic Nguyen, AIA, LEED® AP
Design Director/Project Manager

BIOGRAPHY

Vic Nguyen has over twenty years of experience, ranging from development of complex mixed use, civic, and transportation-oriented projects, to highly detailed interiors of residential, retail, health care, and office environments. He has a wealth of experience working with cities and the community directly to attain consensus for project design and development.

Experience:

Years of Experience: 21
 Years with GPa: 11

Registration:

Registered Architect, CA,
 C-30250
 LEED Accredited
 Professional

Education:

B. Arch. 2000
 Architecture,
 University of Arizona

Professional Affiliations:

American Institute of
 Architects
 National Council of
 Architecture Registration
 Board
 USGBC Orange County

RELEVANT EXPERIENCE

Ehlers Community Center | Buena Park, CA

The existing 30,000 square foot facility is composed of a campus of Community Buildings, Senior Citizens' Center, and Banquet Facilities that is currently a major community gathering place. Built in the 1960s, the facility had a great deal of deterioration including dry rot along with deferred maintenance and was in need of updating. It also had issues of security and homeless accessing private courtyard areas of the facility. Many of the Mid-century modern exposed wood details needed to be repaired and protected.

GPa was selected to provide a strategic design to enhance security while also giving the facility a restoration and architectural update. Details were developed to repair and prevent future dry rot and deterioration.

As the Design Director, Vic lead the development of design schemes and renderings as a part of an interactive process to design the Facility with the City and the Community's input and collaboration while staying on a restrictive budget.

Orange County Public Works Administrative Office Renovation | Santa Ana, CA

The project scope required consolidating 8 distinct County Departments with over 100 employees spread among various floors of a midrise building into a single 14,000sf floor that was continuously occupied during the process. We provided full space planning as well as architectural services. We also developed a phasing plan for the move. During the process, we found many opportunities for shared optimized spaces among the various departments leading to less space requirements than when the Departments were separated. Understanding specific function and layouts required specifically for each department helped to standardize workstations and offer an optimum work layout for everyone while utilizing space much more efficiently and effectively.

Vic was the Design Director and Project Architect in charge of the design, phasing, entitlements, construction documents and construction administration for the project which also included move phasing for the stakeholders.

San Gabriel Corporate Yard Facility | San Gabriel, CA

Located on a 3.5-acre narrow sloping parcel of land bordering a wash on one side and homes on another, the new Maintenance Facility for the city of San Gabriel had programmatic challenges with vehicular circulation, and noise mitigation that GPa was able to resolve architecturally on a narrow challenging site. The facility maximizes sustainable design features such as window shading strategies, recycled materials, and north-south fenestration orientation.

As Design Director, Vic led the overall Master Planning and Design Guideline effort for City entitlements and future development opportunities.

Vic Nguyen, AIA, LEED® AP
Design Director/Project Manager

ADDITIONAL PROJECT EXPERIENCE

- One-Stop Shop (Public Works) Concept Studies | Huntington Beach, CA
- City Council Chambers Improvements Project | Redondo Beach, CA
- Town of Yucca Valley Library Renovation | Town of Yucca Valley, CA
- UCI Health- 3800 Chapman (4 Phase Building Renovation) | Orange County, CA
- Need Assessment, Maintenance and Water District Facility | Escondido, CA
- WRD GRIP- Treatment Facility and Visitors Center | Pico Rivera, CA
- LB_MUST Facility | Long Beach, CA | Long Beach, CA
- Police Department/ Indoor Firing Range Tenant Improvement | Costa Mesa, CA
- UCI Health, 3800 Chapman (4 Phase Building 140k sf Renovation) | Orange County, CA
- Southern California Edison – GO-1 Headquarters Renovation (350k sf) | Rosemead, CA
- Public Works Facilities and CNG Station | Fullerton, CA
- Need Assessment, Maintenance and Water District Facility | Escondido, CA
- Police Department Lobby Concept | Redondo Beach, CA
- Manhattan Beach Public Works Renovation | Manhattan Beach, CA
- Temecula Community Recreation Center Renovation | Temecula, CA
- Temecula Fire Station 84 Renovation | Temecula, CA
- OCFA Fire Station Renovations | Orange County, CA
- Yucca Valley Civic Center Renovations | Yucca Valley, CA
- Temecula Fire Station 84 Tenant Improvements | Temecula, CA



Kent Klueter, AIA, LEED® AP
Project Architect

Role in the Project:

Mr. Klueter is experienced in project coordination and management including developing working drawings, coordinating with engineering consultants, coordinating production of construction documents and building department, administration of the bidding process, ADA compliance, building code requirement, specification, and construction administration.

Experience:

Years of Experience: 30
 Years with GPA: 26

Registration:

Professional Architect, CA,
 25189
 LEED Accredited
 Professional

Education:

B. Arch, 1990,
 Architecture, California
 Polytechnic State
 University, San Luis Obispo

Professional Affiliations:

American Institute of
 Architects
 National Council of
 Architecture Registration
 Board

Experience with the requirement and tasks:

With 30 years of experiences, and 26 years with GPA, Mr. Klueter has been working with varies types of project, such as municipal, water district, police facility, corporate yard, pump station, maintenance facility, civic facilities and training center (dispatch centers and essential facility).

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility,
- Moulton Niguel Water District – Need Assessment on Administration Building, Moulton Niguel, CA
- University of California, Irvine, Health – On-Call A/E Services
- Southern California Edison – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- Inland Empire Utilities Agency – On-Call A/E Services
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- City of Long Beach – Municipal Urban Stormwater Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- Mojave Water Agency – Need Assessment, Central Operation Facility, Apple Valley, CA
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- Water Replenishment District of Southern California – Advanced Water Treatment Facility- GRIP Pico Rivera, CA
- Bellflower Somerset Mutual Water Company – Leahy Avenue Water Well Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- City of Riverside – Pyrite Canyon Water Treatment Facility



Cynthia Perez
Project Coordinator/Designer

Role in the Project:

Ms. Perez works closely with the Project Architect and Principal with the coordination of team members. She handles product research, color/material for furniture selection, and 3-D renderings. In addition, she is also involved in the coordinating production of construction documents, administration of the bidding process, and construction administration.

Experience:

Years of Experience: 12
 Years with GPa: 12

Education:

B. Arch., 2006,
 Architecture, University of
 California, Berkeley

Experience with the requirement and tasks:

Ms. Perez has experience working through all project stages process. Moreover, she worked on many types of project, such as municipal, administration office, pump station, maintenance facility, firing range, training facility and corporate yard.

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Marine Corporation Community Services – Indoor Firing Range
- Yorba Linda Water District – New Administration Facility
- Moulton Niguel Water District – Need Assessment on Administration Building
- City of San Gabriel – Maintenance Facility Yard
- City of Riverside – Pyrite Canyon Water Treatment Facility
- City of Westminster – Corporate Yard, Maintenance Facilities, Police Department, and Boy and Girl Club
- City of Fullerton – Public Facility and CNG Station
- City of Stanton – Municipal Corporate Facility Yard
- City of Barstow – Needs Assessment & Conceptual Design for City Hall Campus
- Palmdale Water District – Master Plan & CMU Wall for District Headquarters Facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- University of California, Irvine, Health – On-Call A/E Services
- University of California, Irvine, Health – Gottschalk Exterior Façade Renovation
- City of Burbank – Master Plan for Corporate Yard



Miranda Luce
Key Designer

Role in the Project:

With four years of experience, Ms. Luce has experiences working on difference stages of the project from schematic design to construction drawing. She works closely with the project architect and principal on graphic presentation, 3D modeling and rendering, detail and construction drawing, and marketing documents.

Experience:

Years of Experience: 4
 Years with GPa: 3

Education:

B. Arch., 2017,
 Architecture, NewSchool
 of Architecture + Design

Experience with the requirement and tasks:

Ms. Luce has experience working through all project stages process. Moreover, she worked on many types of project, such as municipal, administration office, pump station, maintenance facility, firing range, training facility and corporate yard.

Relevant Experience:

- City of Redondo Beach – City Council Chambers ADA Retrofit
- City of Long Beach – Long Beach Municipal Urban Stormwater Treatment Facility
- Southern California Edison – Seismic Retrofits: Santa Ana, Redlands, Valencia, and Rialto
- Southern California Edison – Seismic/ADA Retrofits: Long Beach
- Inland Empire Utilities Agency – CCWRF Lab and Security Improvements
- LADWP – Van Nuys Building Conceptual Design
- City of Ontario – Need Assessment on Service Center
- University of California, Irvine, Health – On-Call Architectural and Engineering Consulting Services
- City of Oceanside – Pure Water Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- BSMWC – Leahy Well
- EMWD – Gate 5 Needs Assessment
- City of North Tustin – Simon Ranch Reservoir
- University of California, Irvine, Health – Gottschalk Exterior Façade Renovation
- Water Replenishment District- Field Operations and Storage Annex Needs Assessment
- City of Anaheim- Linda Vista Electrical Building



Richard Suzuki, P.E., S.E.
Structural Engineer

Role in the Project:

Director of Engineering (previously Staff Engineer then Senior Engineer) 1991 to present DCSE Associates, Inc. – Structural Engineers

Experience:

Years of Experience: 33

Registration:

2006, Structural
 Engineering
 Certification, CA, S4971
 1992, Registered
 Professional Engineer, CA,
 CE-49775

Education:

B.S. Civil Engineering,
 May, 1987
 University of California,
 Irvine

M.S. Structural
 Engineering, December
 2004 Irvine Institute of
 Technology

- Responsible for day-to-day supervision and management of 7 engineers, CAD operator
- Responsible for all phases of structural engineering (design analysis, client meetings, submissions, contractor, etc.) for industrial/commercial buildings, civil infrastructure, retail buildings, police and fire stations, office buildings, automobile dealerships.
- Responsible for job scheduling (including assignments to engineers), job site visits, plan checks, quality control, client relationships, etc.).

Experience with the requirement and tasks:

Mr. Suzuki is experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures. He is involved with the project from the conceptual design all the way through construction by performing site visits during construction as well as the review of various structural submittals.

Relevant Experience:

- Municipal Maintenance Yard Complex, City of San Gabriel – (New administration, vehicle repair garage, storage buildings), San Gabriel, CA (in team with Gillis-Panichapan Architects)
- Municipal Maintenance Yard Complex, City of Stanton – (New administration, vehicle repair garage, storage buildings), Stanton, CA (in team with Gillis-Panichapan Architects)
- Yorba Linda Water District (New administration building, approx.. 20,000 sq. ft.), Yorba Linda, CA (in team with Gillis-Panichapan Architects)
- Mojave Water Agency – New Agency Headquarters Facility–LEED Gold
- Palmdale Water District – Master Plan & CMU Wall for facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement
- South Coast Water District – Operations Center Facility
- Yorba Linda Water District - New Administration Facility
- Banning Police Department – Banning, CA
- City of Paramount – Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)



Hiten Sheth P.E., LEED® AP

Senior Mechanical Engineer

Role in the Project:

As the Principal/Mechanical Engineer, he is committed to managing projects as MEP leader with hands on design work, in-house quality control and coordination between various trades to ensure accuracy in the delivery of every project personally for every client.

Experience:

Years of Experience: 12

Registration:

Professional Engineer, CA,
M35789
LEED Accredited
Professional

Education:

M.S. Mechanical
Engineering, University of
Bridgeport (CT), 2006
B.E. Mechanical
Engineering, Sardar Patel
University (India), 2002

Professional Affiliations:

ASHRAE Associate
Member since 2006

Experience with the requirement and tasks:

Mr. Sheth has more than 10 years of experience of engineering and design for various heating, ventilation and air conditioning systems such as variable air volume system (VAV), constant air volume (DX and Package), chilled water and heating hot water based central plants, variable refrigerant flow system (VRFs), under floor displacement ventilation systems (UFADs) and 100% outside air system for various healthcare and pharmaceutical applications. Mr. Sheth has had large exposure to design of various types of occupancies like office spaces, city halls, auditoriums, hospitals, medical office buildings, laboratories, educational and commercial restaurants.

Relevant Experience:

- City Of Simi Valley (Prime Consultant): Upgrade of existing HVAC system for city hall and DMV building (Double deck AHU upgrade with title 24 compliance and upgrade of existing air distribution system. Pneumatic to DDC controls). A federally funded project (ARRA Stimulus).
- DEA - Los Angeles - 40,000 SF TI for existing Federal Facility.
- 16th Floor Wilshire - Energy Upgrade replacing existing double deck AHUs and CAV system with energy efficient VAV system along with brand new loop air distribution system.
- IWBT (Interim West Bus Terminal): Design of waiting area building (50,000 SF) adjacent to Bradley international terminal at LAX. LEED silver project.
- Fess Parker Waterfront Hotel: 5 star hotel with 200 guest rooms, ball room, spa, commercial kitchen, auditorium, indoor swimming pool, lounges and multipurpose spaces. Approximately 200,000 SF of conditioned space.
- Design of various office TIs for Haven Pointe, Rancho Cucamonga.
- Various large and mid-size TIs for American Career College in Long Beach and Anaheim campuses.
- Owner's representative for American Career College for their Texas and Florida campuses.
- USC ophthalmology TI in city of Arcadia.
- AHU replacement for USC – McKibben Hall.
- Various tenant improvement projects at USC's Health science campus, Los Angeles, CA.



Marie Marston, P.E.
Civil Engineer

Experience with the requirement and tasks:

Ms. Marston has OVER 30 years of professional civil engineering experience. Her background includes general infrastructure and public works improvement projects such as transportation including streets and freeways, site improvements for commercial and public facilities, hydrology and storm drains, right-of-way engineering, utility modifications, grading, retaining walls, as well as providing funding applications assistance.

Her experience covers projects from inception to completion including project and program management, planning, design, and construction. She has experience in working with both the public and private sector including cities, counties, state agencies, federal agencies, school districts, universities, developers, and architects/engineers.

Experience:

Years of Experience: 32

Registration:

Professional Engineer, CA,
 #38798, 1984

Education:

B.S., 1980, Civil
 Engineering, Oregon
 State University
 M.B.A., 1988, University of
 California, Irvine

Professional Affiliations:

Parks, Beaches &
 Recreation Commission
 – City of Newport Beach
 Council Appointed
 Commissioner

General Plan Advisory
 Committee - City of
 Newport Beach Council
 Appointed Member,
 2003-06

Women's Transportation
 Seminar – OC Mentor
 Chair 2006, OC President
 2004-05, OC Treasurer
 2001-03

American Society of Civil
 Engineers – Member,
 1998 Chair of OC
 Transportation Technical
 Group

Institute of Transportation
 Engineers – Member

Relevant Experience:

- Aliso Beach County Park and Concession Building- County of Orange Parks Department. Project involved demolition of the existing beachfront building and construction of a new concession/restroom building at the County of Orange park site at Aliso Beach. The new building is located adjacent to the existing parking lot against the street fill and included construction of a plaza/sitting area, new sidewalks and landscape areas. The project involved grading and drainage improvements, water and sewer relocations and new connections, and parking lot restriping. A WQMP was completed and infiltration devices (pervious concrete and dry wells) were installed as part of the BMP devices.
- Westminster Maintenance Yard, Boys and Girls Club, Police Training Facility – City of Westminster Project involved redevelopment of an existing public works maintenance yard, buildings and surface parking lot. Improvements required demolition of existing buildings and site improvements, plus modification of existing site water, sewer and drainage systems. CWE was responsible for site grading, drainage, and utilities. Drainage improvements incorporated planter boxes and bio retention facilities to treatment storm water runoff. Coordination with utility companies was required to provide new services.
- San Gabriel Public Works Yard – City of San Gabriel Project involved construction of a new public works maintenance yard, buildings and surface parking lot on vacant, undeveloped land. Site improvements were constrained by an existing Los Angeles County flood control channel that ran the entire length of the site. Extensive grading, slope reconstruction and re-compaction work was required to prepare the site for improvements. Coordination with Los Angeles Flood Control was required for drainage connection to the channel and protection of the existing channel walls.
- Orange Fire Station No. 8. – City of Orange Project involved replacement of the temporary fire station with a permanent fire station and command center. Project also required relocation and upgrade of an existing water pump station. Responsible for the coordination and preparation of the field survey, base mapping, site design, and pump station site piping design. Project involved site grading, drainage, parking lot improvements, new utility services, and relocation of the pump station piping. Cost estimates and project specifications were also prepared.

DESIGN QUALITY CONTROL

Regardless of whether the drawings pertain to retrofits or ground up new facilities, GPa will work very closely with the City and its stakeholders to define and understand how to meet the City's objectives. This includes selecting the appropriate team members for the design, using resources effectively, preparing a design schedule with clear and feasible milestones and deadlines, and offering a fair and competitive design budget. GPa proposes the following design quality control approach to achieve these objectives.

Our design quality control processes include:

- 1) Design Criteria and Programming Validation – GPa, with significant input from the City, will develop clear parameters for what City space needs are and minimum criteria for City's operational functionality and aesthetic preferences (e.g. space needs, departmental adjacencies, minimum square footages as needed, IT, security, sustainability, broader architecture context or civic design standards, etc). GPa will develop the criteria prior to completion of the Schematic Design documents and track and communicate changes through the design phase. GPa recommends scheduling interactive design workshops with the City early in the Conceptual Design development process to discuss design ideas and operational needs and solicit real-time feedback. Drawings, exhibits, reference designs, and renderings are used optimally and effectively to communicate ideas.
- 2) Design Reviews with City – GPa will prepare Design Control Documents during the design phase for the City and other relevant stakeholders to review for both conformance to the Design Criteria as well as to promote dialogue and input on the design at critical design milestones. Comments from all stakeholders will be collected in a standardized comment form and review periods will have fixed deadlines to meet the proposed schedule. At a minimum, Design Reviews will take place at Conceptual Design (CD), Schematic Design (SD), 65% Construction Documents and 95% Construction Documents design milestones. It is expected that the CD and SD sets will be complete prior to release of the Design-Build RFQ such that critical Design Criteria are set prior to engaging the Design-Build community.
- 3) Design Review Comment Resolution – GPa will compile all stakeholder comments to the Design Control Documents in a Design Management Log. The log will identify which party initiated each comment and require the same party to agree to close the comment when it has been addressed. Following completion of each Design Review period, GPa will meet with the City and other review stakeholders to page-turn through the comments and ensure that GPa clearly understands the intent of each comment or request. Where possible, comments will be resolved in real-time during the meeting. The then-current Design Management Log will be submitted with each set of Design Control Documents to track the progress and close-out of design comments. Note that it is common for many comments from the CD and SD Design Reviews to be deferred to a future Design Review as many aspects of the design are detailed and evidenced during the construction documents phase.
- 4) Internal QA/QC – In between the formal review packages, GPa will perform internal reviews on the design development so as to track and/or correct variances to the Design Criteria and coordinate design output among the various design disciplines. This is accomplished by electronic file sharing, face-to-face coordination meetings, and in-house QC reviews prior to submitting each Design Control Document set. GPa also has BIM software to effectively highlight items of needed coordination and refinement.
- 5) Design Deviations – There may be deviations to the Design Criteria that arise throughout the design phase, whether due to comments initiated by the City during the Design Reviews or due to internal design coordination and progression. GPa will track such deviations on the Design Management Log to flag them for review and acceptance by City, and other relevant stakeholders. It is imperative for all parties to provide timely feedback and approval to maintain the design schedule.
- 6) Submittal Reviews – We would perform shop drawing and other contractor submittal reviews to confirm compliance to the Design Control Documents and Design Criteria during construction.

OUR UNIQUE QUALIFICATIONS

With over thirty years of experience working with municipal agencies in the architecture of corporate yards, Water District Facilities, and Fleet Maintenance, our experience covers a wide breadth of needs and perspectives of public works facilities all over the State of California providing us with a great depth of knowledge.

Moreover, our expertise provides fluent and conversant knowledge on Civic and Public Works projects in particular. Our unique position provides us with the intuition and understanding to relate directly to our clientele and allows us to hone effectively into needed solutions. We can communicate directly with the end user on seeking effective solutions on day-to-day operations. Our direct understanding specialized storage and purchase processing can optimize function, flexibility, and reduce the building footprint resulting in great costs savings for the facility as well as optimal usability.

Our philosophy involves having Jack, the principal, work on the project day to day from project initiation up through move-in day. Because there is no interruption in communication with staff transition, we have a high success rate in completing projects within scope, on time, and on budget.

ARCHITECTURAL SERVICES PROVIDED

For over 30 years, GPA has provided architecture, planning, and interior design services internally. We can offer the following range of services based on each individual project need.

- **NEEDS ASSESSMENT**
 - The needs assessment is a fundamental step in discovering the vital issues of the buildings program, scope of work, and current and/or future needs. Completion of the assessment will effectively dictate staff/ building planning and future renovations for many years to come. We have completed needs assessments serving as a foundation to design planning and budget for municipal facilities in a vast range of types, needs, and sizes.
- **PROGRAMMING & DEVELOPMENT OF ARCHITECTURAL PROGRAMS**
 - We help the client to review and assess their existing facilities for optimization in planning. Programs may include descriptions of functions, spatial requirements, circulation and adjacencies, special equipment, and furnishings. Program criteria shall consider ADA, egress, fire life safety and other building code requirements, and shall address the flexibility needed to accommodate the issues necessary for functionality by the end users. Work may include assisting the Water Authority in preparing for and presenting information to department heads and the members of the Board of Directors in public meetings related to projects.
- **SITE ANALYSIS AND FEASIBILITY STUDIES**
 - Our site studies regard the community, codes, zoning, ease of circulation, programmatic infrastructure, urban infrastructure and transportation, and are often aligned with maximizing function and space. Our in-depth site analysis regards the community context are often aligned with maximizing passive sustainable strategies for Urban Design and Master Planning.
- **SPACE PLANNING**
 - Stemming from our expertise and experience with office and interior planning, we would develop design schemes for workstation and office layouts needed for optimal function of the client within a given space.
- **CONCEPTUAL/SCHEMATIC STUDIES**
 - We work closely with the client developing ideas and the program to ensure that the design from beginning to end as an expression of the client's needs and budget while having the design enhance connectivity within the surrounding community.
- **3-D MODELING AND RENDERING SERVICES**
 - We render buildings and spaces to convey to our clients and the surrounding community vivid 3-dimensional characteristics of the proposed design from schematic design to design development.

- **SCHEMATIC DESIGN; NEW LAYOUT, EXISTING PLANS, RENOVATION AND RESTORATION PLANS, AND DEMOLITION PLAN.**
 - We work closely with the Water Authority developing ideas and the program to ensure that the design from beginning to end is an expression of the client's needs and budget while having the design enhance function and safety of the facility while maintaining connectivity within the surrounding community.
- **COORDINATION OF ENGINEERING SERVICES INCLUDING ELECTRICAL, PLUMBING, AND (HVAC) PLANS**
 - We look at architecture holistically with a seamless coordination of Mechanical, Electrical and Plumbing systems for Water Districts, and can work with additional disciplines as well including Structural Engineering, Landscape Architects and Civil Engineers.
- **PROJECT ADMINISTRATION & MANAGEMENT SERVICES**
 - We have a wealth of experience in orchestrating consultants and the team to ensure integrity remains in the function and intent of design throughout the process.
- **ENTITLEMENT PROCESSING**
 - We have experience with CEQA and California Coastal Commission procedures, as well as local city planning and plan check procedures throughout California. In every step of the way we are there to provide community outreach support and facilitate an expedient entitlement.
- **SITE DEVELOPMENT PLANNING**
 - Our experience ranges from designing master plans for complex water treatment facilities, campuses for water districts, to smaller urban infill projects and projects that involve challenging topological conditions.
- **ADA COMPLIANCE REVIEW PLANNING AND RETROFITS**
 - Many of our projects have involved older existing buildings with often tight and complex conditions in which we resolve and retrofit for ADA compliance.
- **SCHEDULE DEVELOPING**
 - We have a wealth of experience scheduling and phasing projects for design and construction, including for existing facilities, many which allow for continuous occupancy during construction.
- **CONSTRUCTION DOCUMENT DEVELOPMENT, SPECIFICATION WRITING**
 - Our office provides precise construction document work, often leading to minimal change orders resulting in projects that have a high likelihood of on time and on budget. We can provide permit submittal drawings and pro-actively respond to plan check comments to ensure permit approvals in a timely manner. We can prepare construction documents sufficient to provide the level of detail necessary to communicate the project intent and constructability to obtain competitive bids through the public agency procurement process.
- **COST ESTIMATING SERVICES**
 - We can provide the client with conceptual cost estimates based on our experience and history with working on a large range and variety of municipal project types. For in-depth cost analysis during design development, we work with an experienced team of cost estimators that can give specific construction costs to help us meet the budget during design. We can include the generation of rough order of magnitude (ROM) as well as detailed cost estimates. Cost Estimates can include evaluation of construction market conditions, the constructability of the project based upon the intent of the design documents
- **CONSTRUCTION CONTRACT ADMINISTRATION**
 - We provide Support services during construction with support to the Water Authority in responding to Contractors' Requests for Information (RFI), evaluation of shop drawings and material submittals, construction observation reports and review of change orders. Attendance at and participation in design review and onsite construction meetings, documentation and preparation of meeting minutes will be required where appropriate.

- **CONTRACT BIDDING AND/OR NEGOTIATIONS SERVICES, I.E. CHANGE ORDERS, ETC.**
 - During construction, there could be added value in spotting solutions that can improve the building and save costs which results in change orders during construction. We would be there to rectify the situation and clarify this with the client and the team to ensure the project remains on schedule and on budget.
- **INTERIOR DESIGN, INCLUDING SELECTION AND/OR DESIGN OF FURNITURE, FIXTURES AND EQUIPMENT**
 - GPa can provide design and/or recommend selection of furniture, fixture and equipment. We have extensive experience and expertise in office planning and interior design and can provide these services. We foresee the coordination of workstations, and general equipment and furniture that correlate to interior design.
- **FURNITURE EVALUATION, SELECTION AND IMPLEMENTATION**
 - Define selection criteria and guideline specifications
 - Define panel, electrical and component requirements
 - Develop Detailed Office and Workstation Plans
 - Oversee Development of Final Furniture Shop Drawings
 - Oversee the Final Purchase Order Requirement
 - Prepare Furniture Installation Punch list
- **SUSTAINABLE DESIGN AND/OR LEED DOCUMENTATION SERVICES**
 - Our standard practice is sustainable design. Our staff is LEED accredited and are experienced with helping the project attain LEED certification when necessary.
- **COORDINATION WITH OTHER CONSULTANTS, AGENCIES, AND UTILITY PURVEYOR**
 - We have a wealth of experience in orchestrating consultants and the team to ensure integrity remains in the function and intent of design throughout the development of the Project.
- **OTHER MISCELLANEOUS ARCHITECTURAL SERVICES**
 - Specification Writing
 - Construction Management Including Inspections
 - Construction Contract Administration
 - LEED Documentation Services
 - Historic Preservation Planning, Review, and Design

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 12/17/2021

Name: JACK PANICHAPAN

Title: PRINCIPAL/CEO

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 GILLIS + PANICHAPAN ARCHITECTS, INC. DATE 12/17/2021

BUSINESS ADDRESS 2900 BRISTOL ST, STE G-205, COSTA MESA, CA 92626

SIGNATURE OF REPRESENTATIVE: 

BY: JACK PANICHAPAN TITLE PRINCIPAL/CEO

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

<u>JACK PANICHAPAN - PRESIDENT</u>	<u>2900 BRISTOL ST, STE G-205, COSTA MESA, CA 92626</u>
<u>LINDA PANICHAPAN - SECRETARY</u>	<u>2900 BRISTOL ST, STE G-205, COSTA MESA, CA 92626</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

We propose to furnish the services based on the hourly billing rates listed below for the services associated with this project. Often we propose an "hourly not to exceed" contract at the beginning of our process. Below is a schedule of hourly billing rates.

We tailor our scope and subsequent fee proposals to accommodate the scope of work realizing that there is latitude in both parameters to be discussed during the contract negotiation. These rates we propose will be valid for the contract duration.

SCHEDULE OF HOURLY BILLING RATES

ARCHITECTURE

Principal.....	195
Project Director.....	175
Project Architect.....	150
Job Captain.....	105
CAD Tech.....	90
Clerical.....	65

STRUCTURAL

Principal.....	225
Sr. Engineer VP.....	190
Sr. Assoc. Engineer	175
Project Engineer.....	165
Draft Person.....	105

MEP

Project Principal.....	270
Project Manager.....	225
Project Engineer.....	180
Engineer.....	150
Designer.....	140
CAD Technician.....	135
Clerical.....	95

CIVIL

Project Principal.....	165
Sr. Project Manager.....	150
Project Manager.....	135
Project Engineer.....	115
Engineer.....	110
Jr. Designer.....	90
CAD Technician.....	80
Clerical.....	65

CONSULTANTS

When additional consultants are needed, we will be the primary point of contact and the team leader. Our contract will include and convey all consultant fees and contracts as a subcategory of our fee and services. Consultant fees will be charged with an additional 15% management and coordination fee.

REIMBURSABLES

In our contract we often have a reimbursable allowance. This reimbursable allowance covers fees beyond general B&W printing fees on standard ledger or tabloid size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized prints/ reproductions are not included in our fee. These items are "reimbursable" items and will be shown separately on our invoice with a 10% coordination fee.

MILEAGE

GPa bases our standard mileage rates for the use of a vehicle such as a car, van SUV or pickup will be: 56 cents per mile for business miles based on State of California Employers Association 2021 Mileage Reimbursement Rates Effective January 1, 2021.

EXHIBIT C

CERTIFICATES OF INSURANCE



GILL&PA-01

MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2022

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

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

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Dana Schwartz PHONE (A/C, No, Ext): (619) 574-6223 50203 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Dana.Schwartz@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Gillis & Panichapan Architects, Incorporated 2900 Bristol St. Suite G205 Costa Mesa, CA 92626	INSURER A : RLI Insurance Company	
	INSURER B : Hudson Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> Sev of Interests GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0001119	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 0
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp.: \$1,000 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll.: \$1,000	X	X	PSA0001116	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0001038	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	PSW0001177	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liab/Cls Made			PRB0619112815	11/8/2021	11/8/2022	Per Claim 2,000,000
B	Ded.: \$5k Per Claim			PRB0619112815	11/8/2021	11/8/2022	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: On-Call Professional Architect Services

City of Fullerton its officers, employees and volunteers are Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Fullerton Attn: Public Works Director 303 W. Commonwealth Ave. Fullerton, CA 92832	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

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

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

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

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

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

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE,

D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph **a.** is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: Gillis & Panichapan Architects, Incorporated

Policy Number: PSW0001177

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

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

Schedule

Person or Organization

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

Job Description

Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement