

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
IS ARCHITECTURE (DBA STIEGLER ARCHITECTS P.C.)**

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 IS ARCHITECTURE (DBA STIEGLER ARCHITECTS P.C.), 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:
IS Architecture, DBA Stiegler
Architects P.C.
5645 La Jolla Boulevard
La Jolla, CA 92037
Attn: Ione Stiegler

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



Ione R. Stiegler, Principal Architect

Date: 7.8.2022

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

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

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

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

BACKGROUND

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

SUBMITTAL DEADLINE

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

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

SECTION II

SCOPE OF SERVICES/SCOPE OF WORK

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

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

MINIMUM QUALIFICATIONS

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

SCOPE OF WORK

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

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

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

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

SECTION III

INSTRUCTIONS TO PROPOSERS

Examination of Proposal Documents

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

Addenda

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

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

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

California Public Records Act (CPRA)

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

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

Request for Information

Submitting Questions

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

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

City Responses

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

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

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

CITY CONTACT

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

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

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

Submission of Proposals

Date and Time

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

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

How to Submit

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

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

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

Acceptance of Proposals

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

Pre-Contractual Expenses

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

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

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

Joint Offers

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

Exceptions and Deviations

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

Insurance Requirements

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

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

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

SECTION IV

REQUIRED PROPOSAL CONTENT

Proposal Format and Content

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

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

Letter of Transmittal

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

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

Technical Proposal

Qualifications, Related Experience, and References of Proposer

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

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

Proposer to:

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

Proposed Staffing and Organization

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

Proposer to:

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

Detailed Work Plan

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

The proposer shall:

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

Fee Proposal

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

Appendices

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

Status of Past and Present Contracts Form

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

SECTION V

EVALUATION AND AWARD

Evaluation Criteria

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

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

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

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

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

Evaluation Procedure

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

Award

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

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

Notification of Award

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

Tentative Schedule

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

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

SECTION VI
SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

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

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

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

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:

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

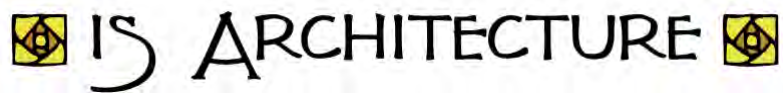
Questions and Answers

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

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

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

EXHIBIT B
CONSULTANT'S PROPOSAL



CITY OF FULLERTON

IS Architecture Proposal for RFQ #4367 ON-CALL PROFESSIONAL ARCHITECTURAL SERVICES

**City of Fullerton - Purchasing
303 W. Commonwealth Avenue
Fullerton, CA 92832-1775
Due: December 17, 2021 before 2:00 PM PDT**

Submitted by:

Stiegler Architects PC dba IS Architecture
5645 La Jolla Boulevard
La Jolla, CA 92037
www.ISArchitecture.com
858.456.8555



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CITY OF FULLERTON
RFQ #4367
ON-CALL PROFESSIONAL
ARCHITECTURAL SERVICES



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A: LETTER OF TRANSMITTAL

CITY OF FULLERTON
RFQ #4367
ON-CALL PROFESSIONAL
ARCHITECTURAL SERVICES



A. LETTER OF TRANSMITTAL

December 17, 2021

City of Fullerton – Purchasing
Attn: Jimmy Armenta, Buyer
303 W. Commonwealth Avenue
Fullerton, CA 92832-1775
Subject: RFQ #4367 On-Call Professional Architectural Services

City of Fullerton:

IS Architecture is grateful for the opportunity to present the City of Fullerton with our qualifications to provide On-Call Professional Architectural Services. As we will demonstrate in our Statement of Qualifications, IS Architecture has the experience and resources, along with a commitment to client service, which assures delivery of the requested scopes of work in a timely and competent manner. As requested in the RFQ, we are submitting one (1) USB flash drive containing an electronic copy of our proposal. Our qualifications will be described in greater detail in Section B, Technical Proposal.

1. Identification of proposer that will have contractual responsibility with the City:

IS Architecture

5645 La Jolla Boulevard
La Jolla, CA 92037
P: 858.456.8555 x101
F: 858.456.8566

Contact Person:

Ione R. Stiegler, FAIA, NCARB, Principal Architect
5645 La Jolla Boulevard
La Jolla, CA 92037
P: 858.456.8555 x100
istiegler@isarchitecture.com
www.isarchitecture.com

2. Identification of all proposed sub-consultants.

Discipline	Company	Contact / Address	Phone/Fax email	Relationship w/Proposer
Structural Engineering	Structural Focus, SE	Russell Kehl, SE 192105 Vermont Ave. Bldg. B, Ste 2 Gardena, CA 90248	P: 310.323.9113, x12 rkehl@structuralfocus.com	Sub-consultant
Mechanical, Plumbing, Electrical Engineering	Engineered Systems Consulting Engineers	Craig J. Moya P.O. Box 2186 Spring Valley, CA 91979	P: 619-723-2020 F: 619-295-1986 engsysmail@gmail.com	Sub-consultant



Historic Preservation Architecture and Planning



Civil Engineering	Enginuity Consulting	Zubin Patrawala, PE, LEED PE 15740 Via Montenero San Diego, CA	P:858.509.1885 zubin@enginuityconsulting.com	Sub-consultant
Cost Estimating	HL Construction	Jay Helekar, ASPE 678 N. Lemon Hill Trail – Orange, CA 92869	P:714-941-9294 Jhelekar @hlconstructionmanagement.com	Sub-consultant
Fire Protection Engineering	WJE	Garner Palenske 16496 Bernardo Ctr. Drive San Diego, CA 92128	P:858-735-1077 F:847-291-9930 gpalsenke@wje.com	Sub-consultant

3. Acknowledgment of receipt of all RFQ addenda, if any.

As of Dec. 17, 2021, we have not received any RFQ addenda.

4. Statement regarding length of validity of the proposal.

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

5. Signature of person authorized to bind IS Architecture to the terms of the proposal.



Ione R. Stiegler, FAIA, NCARB
Principal Architect

6. Signed statement attesting that all information with the proposal is true and correct.

As Principal Architect of IS Architecture, I attest that all information submitted with IS Architecture's proposal to provide On-Call Professional Architectural Services as specified in RFQ #4367 is true and correct.



Ione R. Stiegler, FAIA, NCARB
Principal Architect



Historic Preservation Architecture and Planning





B: TECHNICAL PROPOSAL

1. QUALIFICATIONS, EXPERIENCE, AND REFERENCES

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

B. Technical Proposal

1. Qualifications, Related Experience, and References of Proposer

QUALIFICATIONS

(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.

IS Architecture is a nationally recognized, award-winning architecture firm dedicated to the preservation and renewal of our built environment. The firm was founded 31 years ago by Ione R. Stiegler, FAIA, NCARB, who, with her studio, has successfully completed dozens of projects for public agencies throughout Southern California. Over this time, IS Architecture has gained a reputation as a high-performance firm, earning more than 50 awards for excellence in architectural design and historic preservation.

Ms. Stiegler and her staff are thoroughly familiar with all the requirements of this contract, with hands-on experience in the development of construction documents, specifications, and cost estimates for public works projects. Our experience also extends to construction support services, including submittal reviews, RFI's, and change orders.

We also have extensive experience with the process of obtaining permits from various jurisdictions. Upon contract award, we will quickly familiarize ourselves with the permit process used by the City of Fullerton. In addition, IS Architecture has developed a special expertise in historic preservation architecture and can provide full historic preservation services.

With an in-house staff of 10 and additional manpower available from our subconsultant team, we are the right-size for the projects described in your Scope of Work.

For this proposed contract with the **City of Fullerton**, we have selected a team of subconsultants that we have worked with in the successful completion of numerous architectural projects over the years. The team members and their credentials are presented in the next section of this Statement of Qualifications (SOQ).

For work on facilities listed on local and national historic registers, our team of historic preservation specialists can advise how to comply with the *Secretary of the Interior Standards for the Treatment of Historic Properties (SOIS)* and guide the City through the myriad of other regulations governing compliance with cultural environmental mandates. Our Historic Preservation Specialists, Historic Architects, and Historians all meet or exceed the *SOIS Professional Qualification Standards*.

Firm's Understanding of the Scope of Work:

As we will demonstrate in our SOQ, the **IS Architecture** team is experienced in the type of work anticipated under this contract, namely:



COMPANY INFORMATION

Contact Person:

Ione R. Stiegler, FAIA, NCARB
Founding Principal
P: 858.456.8555 ext101
istiegler@isarchitecture.com

Main Office (no Branch Offices)

5645 La Jolla Boulevard
La Jolla, CA 92037
P : 858.456.8555
www.isarchitecture.com

Organizational Entity

California Corporation

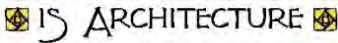
Certifications

California DGS Small (Micro)
Business #2013534
Caltrans State Women Business
Enterprise (SWBE) #16564
DIR No.: 1000053291

- Minor modifications, repairs, and/or additions to existing City buildings, including 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.
- Modification of existing restroom buildings for accessibility and current building code requirements.

Typical Approach to the Work:

Upon issuance of a task order, **IS Architecture** will schedule a walk-through of the building / structure and its site with the designated project manager from the **City of Fullerton**, appropriate staff representatives, and key members of the project team including subconsultants to review the project scope of work. During the walk through, a review of existing conditions will be performed to highlight user concerns and gather information from all stakeholders. Building staff are encouraged to attend to



SUBCONSULTANT TEAM

Structural Engineering
Russell Kehl, Structural Focus

MEP Engineering
Craig J. Moya, Engineered Systems Consulting Engineers

Civil Engineering
Zubin Patrawala, Enginuity Consulting

Cost Estimating
Jay Helekar, HL Construction Management

Fire Protection Engineering
Garner Palenske, Wiss, Janney, Elstner Associates

provide information on recent repairs, current maintenance procedures, and specific areas of active deterioration. For new construction of small facilities such as park restrooms or trash enclosures with roof structures, IS Architecture will also schedule a walk-through of the anticipated site for the structure(s).

For historic projects, the IS Architecture team at this point will begin our research to locate and examine all documents recording the original design and construction of a resource as well as subsequent modifications over the years. The walk-through will enable our historic preservation specialists to understand and document historic design elements that are part of the original design and other building elements that may have been added over the years.

The IS Architecture team will work closely with the City of Fullerton to find design solutions that conform with the project scope of work and also comply with SOIS. Choosing an appropriate treatment for a historic resource and being sensitive to its surroundings is critical.

Once the project scope is understood and agreed upon, ISA will designate the appropriate disciplines to serve on the project team. At this time, the ISA Project Manager will work with the team to establish the best form of communication for the group. The project team will communicate via email, telephone, or in person throughout the project to ensure project schedule, budget, and deliverables.

(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.

IS Architecture was founded 31 years ago by Lone R. Stiegler, FAIA. It is financially sound and has a solid track record of success in meeting schedules on similar contracts, as can be supported by our references. Our firm has extensive experience working with public agencies throughout Southern California providing professional architectural design and construction services for similar City projects, we well as historic preservation services in the areas of environmental compliance, historic preservation planning, documentation, determination of eligibility, and architectural services to governmental and institutional agencies and private building owners.

Our staff of 10, which includes 4 registered architects, has a blend of both architectural and historic preservation planning acumen. The architecture side of the firm is intimately familiar with the California Building Code, the State of California's Historic Building Code, the Existing Building Code, and the Americans with Disabilities Act (ADA). They also have an in-depth knowledge and understanding of historic materials and their patterns of deterioration and the latest guidance on repair. Through the **application of the Secretary of Interior's Standards for the Treatment of Historic Properties**, the IS Architecture team can advise how to avoid, reduce, or mitigate substantial impacts caused by project actions, thus addressing CEQA and/or NEPA, National Historic Preservation Act (NHPA) **Section 106** or PRC 5024.5 compliance. Our firm completes the design recommendations, documents, and reports needed to ensure compliance with environmental mandates.

For this proposal, we have selected a team of subconsultants we have worked with in the past in the successful completion of similar projects. The team includes the following members:

Russell Kehl, S.E. of Structural Focus for structural engineering; **Craig J. Moya**, Principal of Engineered Systems Consulting Engineers, for MEP engineering; **Zubin Patrawala, P.E.**, of Enginuity Consulting, for civil engineering; **Jay Helekar**, ASPE of HL Construction Management for cost estimating services; and **Garner Palenske, P.E.**, of Wiss, Janney, Elstner Associates, for fire protection engineering. Full resumes for the team are included in Section 2 of this Statement of Qualifications, along with our team organization chart.



(3) Describe your experience providing similar services for other public agencies and authorities, with an emphasis on California jurisdictions and agencies.

IS Architecture, which is a certified woman-owned small business, is intimately familiar with Local, State, and Federal planning processes, policies, codes, and regulations, as well as with the Secretary of the Interior's Standards for the Treatment of Historic Properties, CEQA, National Park Service Preservation Briefs, Americans with Disabilities Act (ADA) requirements, and National and Local Register of Historic Places Criteria. The firm's public agency experience includes the following:

- City of San Diego
- County of San Diego
- City of Riverside
- County of Riverside
- California Department of Parks and Recreation
- Caltrans District 11
- California High Speed Rail Authority
- Caltrain
- SANDAG
- National Park Service
- US Army Corps of Engineers
- Department of Defense
- Chapman University
- City of Orange
- University of Nevada Reno
- Fullerton Community College
- NAVFAC Southwest
- SANBAG
- University of California San Diego
- General Services Administration

On the following pages, we provide an overview of relevant experience providing architectural services for other public agencies and authorities.

RELATED EXPERIENCE

Mission Beach Boardwalk Bulkhead Reconstruction San Diego, CA

Client: City of San Diego; Year Completed: 2016

Description: Years of deferred maintenance and improper repair jobs left the 1925 Mission Beach Boardwalk in an unrecognizable state of disrepair. The reconstruction of the National Register eligible resource involved partially reconstructing the seawall, boardwalk, and light standards to their historic appearance. In 2014, **IS Architecture** was contracted to prepare a technical report to assess whether the lampposts were original and to analyze the proposed balustrade openings for conformance to the Secretary of the Interior's Standards.



After review of all the information for the project, our firm found the proposed openings in the seawall did not conform to the Secretary of the Interior's Standards and the existing lamppost fixtures were not the original design. **IS Architecture** then provided historic construction monitoring from September 2015 through completion in April 2016.

UCSD Audrey Geisel University House Rehabilitation and Seismic Stabilization, La Jolla, CA

Client: University of California Board of Regents; Year Completed: 2016



Description: IS Architecture served as the **Executive Architect for UCSD** for the historic rehabilitation and seismic stabilization project for this National Register resource to be used as both the Chancellor's private residence and a public space for university symposiums and events. The resource, a 12,000 square foot Pueblo Revival residence, was built in 1950-1951 of unreinforced adobe on a site that had substantial coastal bluff subsidence, native habitat concerns, and is listed as a Native American Sanctified Cemetery by the

California Native American Heritage Commission. The rehabilitation seamlessly included a seismic retrofit, bluff stabilization, reinstalling all utilities and mechanical systems, altering the drainage pattern of the entire building and site, installing new fire suppression and security systems, improving circulation, and restoring aesthetic features while honoring the site's Native American heritage.

Georgia Street Bridge Historic Rehabilitation, San Diego, CA

Client: City of San Diego; Year Completed: 2019

Description: IS Architecture served as the Historic Preservation Architect for the rehabilitation of Georgia Street Bridge, a three-hinged concrete arch bridge and accompanying retaining walls designed and constructed in 1914 by City Engineer James R. Comly. The design follows closely the principles of the Beaux Art/American City Beautiful Movement. The bridge's 69-foot-long by 30-foot-wide reinforced concrete deck and associated retaining walls create a grade separation allowing traffic to cross over and under the bridge.



As a result of deferred maintenance combined with a slow rate of inherent structural failure, the Georgia Street Bridge fell into a state of disrepair. IS Architecture was consulted to prepare a Historical Resource Technical Report to analyze proposed alternatives to the seismic retrofit and rehabilitation of Georgia Street Bridge. The Technical Report was used by the City of San Diego as part of the environmental documentation prepared to satisfy the California Environmental Quality Act (CEQA). Similarly, the information from this report was intended to be used by Caltrans as part of the documentation for the National Environmental Protection Act (NEPA).

San Ysidro Land Port of Entry Customs House Historic Rehabilitation and Seismic Stabilization

San Ysidro, CA – Client: General Services Administration; Year Completed: 2018



Description: IS Architecture, in conjunction with Hensel Phelps, Stantec, RJC (now Steinberg Hart) and our client GSA, began the process of planning and executing the rehabilitation and addition to the historic resource in 2015 based on bridging documents provided by Architects Miller Hull Partnership. The project included northbound and southbound pedestrian processing as well as office space dedicated to the business of the San Ysidro Land Port of Entry, the busiest land port of entry in the Western Hemisphere.

The building has been in continuous operation as an inspection station and customs house since it opened in 1933. Based on the historical and physical analysis of the existing resource, it was determined that the building could apply either the Restoration or the Rehabilitation Guidelines from the Secretary of the Interior's Treatments for Historic Preservation. The Rehabilitation guidelines were applied to allow the building to continue to function as an inspection station and customs house.

AC Hotel Rehabilitation and Historic Construction Monitoring Historic Gaslamp District, San Diego, CA.

Client: The Briad Group; Year Completed: 2022 (expected)

Description: IS Architecture was contracted for both the design phase and the construction phase of the project. ISA designed the architectural rehabilitation of the façade and developed and monitored a Mitigation Monitoring and Reporting Program (MMRP) for the construction of the AC Hotel in the historic Gaslamp District of San Diego.



The client originally planned to demolish an existing two-story structure on the site and build a new multi-story hotel in its place. However, one of the existing building façade walls was found to be historic, which required the project to be redesigned to incorporate the historic façade.

As part of the architectural team, ISA prepared Historic American Building Survey (HABS) documentation of the building. ISA also provided design and construction documents for the rehabilitation of the two-story façade per the Secretary of the Interior's Standards. Under the construction phase, ISA prepared a Treatment Plan in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, which included measures for protecting the historic resource during construction-related activities.

Sikes Adobe Historic Farmstead – Historic Reconstruction - San Diego, CA

Client: San Dieguito River Park; Year Completed: 2010

Description: The history of the Zenas Sikes Adobe Farmhouse, 1870 to 1872, is a microcosm of the events that occurred in the settling of the West – a time when settlers rapidly displaced the Native American residents from the valleys where they had lived for thousands of years. The Sikes family is representative of the earliest American ranchers and farmers who settled in California following statehood.



The comprehensive project scope involved a Historic Structure Report expanded to include an Archaeological Investigation, Interpretive Plan, a Cultural Landscape Analysis and a series of Master Plans for the current site context and evolution to a future on-site visitors' center. The report phase was followed by architectural services to provide seismic stabilization and restoration construction documents. San Dieguito River Park has overseen a multi-year effort to restore and reconstruct the farmhouse and integrate the resource as a dynamic element within the park. The Park authority oversaw the development of an award-winning historic restoration completed in 2004.

Disaster preparedness was an unforeseen benefit of the comprehensive documentation. Unfortunately, this resource was heavily damaged due to the 2007 Witch Creek Wildfire. The thorough documentation from 2004 enabled the restoration and reconstruction of the rural resource after a near total loss. The restoration of the adobe and reconstruction of the wooden portions of the resource were completed in 2010. The reconstruction includes carefully detailed fire resistive measures. Hidden under the wood shingle roofing and wooden siding is noncombustible sheathing.

Peter C. Peters House, Historic Preservation Work Plan, Colton, CA

Client: SWCA; Year Completed: 2020

Description: IS Architecture was contracted to review, provide updates to, and create a mothballing and monitoring plan, for the *Historic Preservation Work Plan for the Peter C. Peters House*. The Peter C. Peters House was constructed in 1875 and is individually eligible for listing on the National Register of



Historic Places (NRHP), the California Register of Historical Resources (CRHR), and for local designation in the City of Colton under Criteria A/1/1 for its association with the early agricultural development of the region; and under Criteria C/3/4 as an increasingly rare property type as a National-Folk type vernacular home. A rear adobe wing is also present. On-site, ISA conducted a thorough investigation; examining physical remains for evidence of construction sequencing, examining for and identifying appropriate material treatment plans, and

identifying character-defining features. The findings were documented in a cover letter and incorporated in the existing draft report. These findings included an updated building chronology, along with two new report sections that covered appropriate approaches for mothballing and monitoring the structure. The combined reports will be of assistance to the owner and the City of Colton for the future oversight of the rare and significant building.

Fort Rosecrans National Cemetery Superintendent's Lodge, Historic Structure Report

San Diego, CA. Owner: U.S. Army Corps of Engineers; Year Completed: 2022 (expected)

Fort Rosecrans became a National Cemetery in 1934. Two years later, a one-story lodge at the Cemetery was completed. The lodge, which was built in the Spanish Colonial Revival style, was constructed of hollow terra cotta tile and stucco with a concrete foundation. A Historic Structure Assessment Report on the lodge was produced in 2011. IS Architecture was contracted to provide a Historic Structure Report (HSR) as an update to an earlier report. The purpose of the update was to assess the current condition of the lodge and its site relative to its documented condition 9 years ago and to provide updated treatment recommendations.



Based on the current HSR, the intended treatment of the exterior is preservation of character-defining features, maintenance, and minor restoration. The interior will be maintained as offices with preservation of character-defining features and possible reversal of non-sympathetic treatments, materials and finishes. The report included a Prioritized Maintenance Deficiency Table that places in priority order those building features with the highest level of maintenance deficiency based on the 2020 updated condition assessment.

City of Riverside – Riverside African American Civil Rights Context Statement - Riverside, CA

Client: City of Riverside; Year Completed: 2022 (expected)



Under an On-Call Professional Services contract with the City of Riverside, IS Architecture is serving as the Historic Preservation Specialist in the development of an African American Civil Rights Historic Context Statement. The study is funded through a National Park Service grant. The Civil Rights Movement was a national transformation that impacted communities throughout America. In the Civil Rights Movement, Riverside had a distinct local agenda that included a campaign to end job discrimination, fight for fair housing, and desegregate schools. This context statement offers opportunities for Riverside to identify themes of the

era, educate the public, and evaluate historic resources. Phase 2 of this study seeks out built environment resources within the Riverside community and ties them to the thematic contexts created in Phase 1.

North Island Building 14 – Historic Building Rehabilitation Consulting - Naval Fleet Weather Center - National Register Naval Air Station North Island (NASNI), Coronado

Owner: NAVFAC Southwest; Year Completed: 2012

North Island Building 14, built as a Naval Hospital in 1918, is located on the grounds of Naval Air Station North Island (NASNI). Built in a Spanish revival style, the structure is composed of numerous sprawling hospital “wings.” NASNI is part of the Naval Base, which is listed on the National



Register of Historic Places, with 23 contributing buildings and three contributing structures, including Building 14. The proposed use for Building 14 was to house the Naval Fleet Weather Center. The interior remodel and exterior rehabilitation had to comply with federally mandated Anti-Terrorism / Force Protection (ATFP) requirements. Meeting these requirements proved challenging, but IS Architecture worked with the design-build team to develop creative solutions to keep the historic exterior fabric extant.

Historic Resource Assessment and Monitoring for SDG&E Undergrounding, San Diego

Client: City of San Diego; Year Completed: 2013

IS Architecture, as the Principal Investigator (PI) Architectural Historian for this City of San Diego infrastructure project, provided Cultural Resource monitoring and treatment recommendations for historic and potentially historic resources for the undergrounding of overhead utility lines and infrastructure. A sidewalk survey was completed, and recommendations provided in a Protective Measures and General Guidelines for Historic Resources Report. The firm evaluated and monitored for curbs, color and scoring pattern of sidewalks, widths and aprons of historic driveways, documentation of historic sidewalk stamps for mold/saw-cut/resetting, sidewalk corners, cobblestone retaining walls, and historic acorn lampposts. Work also included records searches, reviewing, and commenting on undergrounding plans, and coordination with City of San Diego Historic Resources Board (HRB) and Community Planning Groups. All work was performed in accordance with a CEQA Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Formation of Underground Utility Districts-FY2009.

REFERENCES — Additional References Listed in Appendix

**Project: San Ysidro Land Port of Entry
San Ysidro, CA**

Project End Date: 2018

Client/Owner: General Services Administration (GSA)

Contact: Jane Lehman, Architect, GSA

50 United Nations Place · San Francisco, CA 94102

P: 415.522.3098; jane.lehman@gsa.gov

**UCSD University House Rehabilitation
La Jolla, CA**

Owner: U.C. Board of Regents

Project End Date: 2016

Contact: Barbara Anderson, AIA, Architect

UCSD Facilities Design & Construction

9500 Gilman Dr. · La Jolla, CA 92093

P: 858.534.4907; banderson@ucsd.edu

**Project: Mission Beach Boardwalk Bulkhead Reconstruction
San Diego, CA**

Project End Date: 2016

Client/Owner: City of San Diego

Contact: Hiep N. Hoang, Resident Engineer, City of San Diego

9573 Chesapeake Drive · San Diego, CA 92123

P: 858.495.4713; hhoang@sandiego.gov



B: TECHNICAL PROPOSAL

2. PROPOSED STAFFING AND ORGANIZATION

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

2. Proposed Staffing and Organization

Lead Architect for the IS Architecture team is Ione R. Stiegler, FAIA, NCARB, Principal Architect and President of IS Architecture. Ms. Stiegler's knowledge of the principles of architectural planning and design is widely known throughout the industry as demonstrated by accolades she has received from her peers. In recognition of her thorough knowledge of the architectural profession, Ms. Stiegler was elevated to the AIA College of Fellows in 2012. Two years later, she was honored by the American Institute of Architects California Council with a Distinguished Practice Award for her firm, IS Architecture.

Over the years, Ms. Stiegler has served as the Prime Principal Architect on numerous on-call contracts for municipal clients, giving her extensive, hands-on experience managing a contract such as this one. For the City of Fullerton, she will work directly with your designated Project Manager to understand the requirements of each task order. She will then assemble the team she has determined will be best suited for your work, depending on the nature of the task order. She has a proven track record of success in managing public works projects.



UCSD Audrey Geisel House – Before and After Historic Rehabilitation – La Jolla, CA

One of her more notable, award-winning projects was the rehabilitation design and construction of the Audrey Geisel University House on the La Jolla campus of the University of California, San Diego. The structure is a 12,000 SF Pueblo Revival Residence that was built c1951. The complex historic rehabilitation involved coordinating ten subconsultants, including structural, mechanical, and electrical engineers; sensitivity to the Native American Cemetery beneath the resource; and working with an extensive community-based Advisory Group. The complex project was completed on time and on budget and has won several awards, including the Governor's Historic Preservation Award.

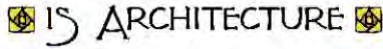
As requested, we have put together an organization chart of our key personnel who form our team for your contract. Following the organization chart are one-page resumes for each person identified on the chart. Information on the resumes shows the education, experience, and applicable professional credentials for each team member. This chart also shows the lines of communication and reporting channels for the team flowing between Ms. Stiegler

and the individual professional(s) assigned to the specific task. Each person we selected for your team is currently working on a current assignment but can be available for reassignment to tasks for the City of Fullerton. Length of time each person has been with the firm is included on the organization chart on the next page.

Statement: *Key personnel will be available to the extent proposed for the duration of the project. No person designated as "key" to the contract shall be removed or replaced without the prior written concurrence of the City.*

D: ORGANIZATION CHART





Ione R. Stiegler, FAIA, NCARB

Principal Architect



Education

Tulane University

M. Architecture II – Historic Preservation, 1986
M. Architecture I, Tulane University, 1983
B. Architecture, Tulane University, 1983

Registration

CA Architect License No.: C19425
NV Architect License No.: 7839
NCARB No.: 289173

Public Agency Experience – *partial list*

City and County of Riverside
City of San Diego
County of San Diego
California Dept. of Parks and Recreation
Caltrans District 11
California High Speed Rail Authority
Caltrain
SANDAG
National Park Service
GSA
UCSD

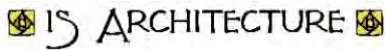
Ione R. Stiegler, FAIA, NCARB, established IS Architecture 31 years ago as an Architectural studio specializing in Historic Preservation. It is an award-winning firm dedicated to the preservation and renewal of our built environment.



Ms. Stiegler's experience includes agency coordination for project implementation, as well as drafting environmental documentation. This includes mitigation and monitoring plans and historic resource technical reports in compliance with local, state, and federal regulations. She has a special expertise in the application of the Secretary of the Interior's Standards for the Treatment of Historic Properties and has completed numerous projects implementing all four approved treatments; Restoration, Preservation, Rehabilitation, and Reconstruction. For this contract for On-Call Professional Architectural Services for the City of Fullerton, Ms. Stiegler will serve as the Principal Architect and will be directly responsible for the successful execution of each task order. She will assemble a top-notch team of in-house staff and subconsultants, if needed, and will commit the resources necessary to deliver your work in a timely, cost-effective manner. She will work on scope development, overseeing planning and design construction document coordination, as well as construction administration services.

Relevant Projects – Partial List

- **Historic Customs House Rehabilitation**, San Ysidro Land Port of Entry, CA. Interior remodel, historic preservation rehabilitation, construction monitoring. Client: General Services Administration (GSA).
- **Georgia Street Bridge Historic Rehabilitation**, San Diego, CA. Prepared complete documentation to support preferred alternative selection and CEQA and NEPA requirements. Client: City of San Diego.
- **Fullerton Community College Language Arts Bldg., Fullerton, CA.** Provided historic preservation architecture services to evaluate the appropriateness of a new Language Arts Building for the school. Project was included in a College Facilities Master Plan Program for Fullerton Community College.
- **Warner-Carrillo Adobe Ranch House & Barn, Warner Springs, CA.** Principal Architect responsible for the Restoration and Seismic Stabilization of this Ranch House and Barn originally built in 1849. Client: Vista Irrigation District.
- **Sikes Adobe Historic Farmstead – Second Restoration and Historic Reconstruction**, San Diego. ISA's thorough documentation of a Historic Structure Report in 2002 and a Restoration in 2004, enabled the firm to successfully do a second Restoration and Reconstruction of this 1872 adobe farmhouse after it was nearly destroyed by a wildfire.



Joseph M. Reid, Associate AIA
Senior Architectural Designer

Areas of Expertise

Architectural Design

Historic Preservation Architecture

Intricate knowledge of City of San Diego and California Historic Building Codes

Historic Preservation Planning and Treatment Recommendations

Secretary of Interior Professional Qualification Standards for Architectural History and History (36 CFR Part 61)

Education

Bachelor of Architecture, Woodbury University School of Architecture & Design, 2002

University of Southern California School of Architecture Fundamentals of Historic Preservation, 2012

Awards (partial list)

California Preservation Foundation Awards: 2014, 2005, 2003

OHP California Governor's Historic Preservation Award: 2015, 2012

American Public Works Association Historical Restoration/Preservation Project of the Year: 2013

Joseph M. Reid, Associate AIA, is a Senior Architectural Designer and Project Manager. He has been with IS Architecture (ISA) for 21 years and is an integral part of the ISA team. He provides the firm with his indelible, functional design as well as his expertise in schematic design, design development, construction documentation, and construction administration for public works projects, custom residences, and historic buildings.

He is experienced in researching and implementing national and local code requirements, and processing projects through local governing agencies. Mr. Reid is intimately familiar with the Secretary of the Interior's Standards for the Treatment of Historic Properties. His qualifications exceed the requirements established by the National Park Service for Architectural History and History, as published in the Code of Federal Regulations, 36 CFR Part 61.

Relevant Projects – Partial List

- **UCSD Audrey Geisel University House Historic Rehabilitation, ADA Compliance, and Seismic Stabilization – La Jolla, CA**
Historic preservation architecture for a 12,000 square foot Pueblo Revival residence built in 1950-1951 of unreinforced adobe. Mr. Reid coordinated the work of 10 subconsultants, worked with a community-based Advisory Group, and assisted UCSD facilities' staff in the implementation of a Rehabilitation Recommendation Report. Client: University of California Board of Regents.
- **Guy and Margaret Fleming House Historic Structure Report and HABS - Torrey Pines State Natural Reserve San Diego, CA**
Historic preservation architecture to record the physical history, evolution, and condition of the 1927 Fleming House and to identify historic property treatments for the structure and finishes. Client: California State Parks.
- **Warner-Carrillo Adobe Ranch and Barn Warner Springs, CA.**
Historic preservation architecture for the historic restoration of this National Register Landmark Ranch House built in the mid to late 1800s. Project included archaeology and seismic stabilization. Client: Vista Irrigation District.
- **House Rehabilitation - Chapman University, Orange CA**
Architectural design for the rehabilitation of three circa 1909 single-story historic bungalows in Orange, CA, that are owned by Chapman University. Project involved interior and exterior modifications to the properties. Managed team of subconsultants.



Kelsey Kaline, MHA, MUP
Historic Preservation Specialist

Areas of Expertise

Historic Preservation Architecture
Historic Resource Surveys
Historic Context Statements
Cultural Landscape Reports
Secretary of Interior Professional Qualification
Standards for History and Architectural History
(36 CFR Part 61)

Education

Master of Urban Planning, University of Southern California
Master of Heritage Conservation, University of Southern California
B.A. Sustainable Community Development, Vanderbilt University

Fellowships

Research Fellow: The White House Historical Association, 2018
Cultural Landscape Fellow: The Cultural Landscape Foundation, 2019

Continuing Education

UCSD-CEQA Compliance Course, 2019

Kelsey Kaline, a Secretary of the Interior-qualified Historic Preservation Specialist, has a special expertise in archival, primary, and secondary source research of projects. Her experience includes CEQA/NEPA compliance and the identification and preservation treatments for Cultural Landscapes as well as Local, State, and National Historic Nominations. Ms. Kaline's work experience also includes the development of Historic Structure Reports, Determinations of Eligibility, and Findings of Effect in addition to Cultural Landscapes, Exhibit Curation, and Cultural Interpretation.

Ms. Kaline is intimately familiar with the Secretary of the Interior's Standards (SOIS) for the Treatment of Historic Properties. Her qualifications exceed the requirements established by the National Park Service for History and Architectural History, as published in the Code of Federal Regulations, 36 CFR.

Relevant Projects – Partial List

- **Fort Rosecrans National Cemetery Superintendent's Lodge – Historic Structure Report** – San Diego, CA.
Architectural Historian on this project to provide a Historic Structure Report for the Lodge, a one-story structure built in 1936 in the Spanish Colonial Revival Style. Client: U.S. Army Corps of Engineers.
- **Heroes Memorial Building and Veterans Annex, Historic Structure Report and Photographic Survey**, Carson City, NV
Architectural Historian to provide State of Nevada with a better understanding of the condition of both buildings and to confirm proposed construction costs for implementing the recommended treatment plans. Client: State of Nevada.
- **City of Riverside African-American Civil Rights Context Statement**, Riverside, CA.
Historic Preservation Specialist to develop an African-American Civil Rights Historic Context Statement, a study funded through a National Park Service Grant. Client: City of Riverside.



Maryam Abhari, AIA, NCARB
LEED AP BD+C
Architect

Areas of Expertise

Architectural & Interior Design
Historic Preservation Architecture
Historic Resource Surveys
Green Design
Experiential Design
Secretary of Interior Professional
Qualification Standards for History and
Architectural History (36 CFR Part 61)

Education

University of Hawaii
Bachelor of Science - Computer Software
Engineering
Bachelor of Science - Interior Design

Registration:

Hawaii Architect License No.: 17736
NCARB No.: 89544

Profile

Maryam Abhari is a licensed architect and LEED-accredited professional with more than five years of professional experience as an architectural and interior designer, project manager, and researcher. She takes a holistic approach to the practice of architecture and works toward developing responsible design solutions through the process of exploring context, understanding needs, and empathizing with users.

Ms. Abhari's experience includes working as an architectural designer and researcher, developing a portfolio with a focus on residential, commercial, and historic preservation projects. From her experience both in Hawaii and in San Diego, she has gained a working knowledge of the Secretary of the Interior's Standards for the Treatment of Historic Properties, HABS Documentation, as well as National and Local Register of Historic Places.

Experience

Spanish Colonial Revival Residence Rehabilitation and Addition, San Diego, CA

This project involved the rehabilitation of a historic one-story residence built in the Spanish Colonial Revival style in 1926. Scope also included an addition to the structure. All work was completed following the Secretary of the Interior's Standards while providing the necessary upgrades requested by the owner.

Honouliuli National Monument, Japanese American Confinement Site – HABS Documentation, Construction Documents and Exhibit - Kunia, Hawaii

Historic Preservation Architect on a National Park Service project to preserve the last two remaining buildings of a World War II internment camp that existed in Hawaii between 1941 and 1945.

Honolulu Authority for Rapid Transportation (HART), Professional Consulting Services, Historic Context Studies, Honolulu - Project Owner: Honolulu Authority for Rapid Transportation

This project involved documenting the historic properties that would be affected by a planned high-speed mass transit rail line spanning 21 miles from the Ewa plains to downtown Honolulu. Scope of work involved creating up to thirty-seven (37) native files of nomination forms for the National Register of Historic Places (NRHP) and twenty-eight (28) native files of Historic American Building Survey/Historic American Engineering Record (HABS/ HAER) reports.



Russell Kehl, SE Principal
Vice President of Operations
Senior Structural Engineer



Russell Kehl joined Structural Focus in 2001 after working for three years at another structural engineering firm in Los Angeles. He is a licensed California Structural Engineer with over 20 years of experience in historic preservation, retrofit of existing structures, structural analysis, computer modeling, seismic evaluation, and new structural design.

Some of his representative projects include the Harada House, John Anson Ford Amphitheater, Wilshire Boulevard Temple, Rancho Los Alamitos Historic Ranch and Gardens, various studio / media buildings, several adaptive reuse projects, and numerous renovations.

Education

- M.S. in Civil Engineering – The University of Texas at Austin, 1998
- B.S. in Civil Engineering – New Mexico State University, 1996

Licensing

- California – Structural Engineer, 2004 – S4741
- California – Civil Engineer, 2000 -C60430
- Safety Assessment Program Disaster Emergency Worker SAP10726

Professional Affiliations

- *Structural Engineers Association of Southern California*
- *American Society of Civil Engineers*
- *Structural Engineers Institute*

Significant Projects

- **City of Riverside Harada House** – Historic preservation/stabilization
- **County of Los Angeles John Anson Ford Amphitheatre** – Renovation of historic amphitheatre and new construction
- **City of Long Beach - Rancho Los Alamitos Historic Ranch and Gardens** – Historic preservation and new construction
- **Riverside Metropolitan Museum** – Seismic retrofit
- **City of Los Angeles Plaza Theatre** – Feasibility and concept study for historic restoration
- **City of Los Angeles Union Station** – Renovation of historic building
- **The Reserve** – Adaptive reuse, creative office space
- **Microsoft at The Reserve** – Adaptive reuse, creative office space
- **Sony Computer Entertainment America at The Reserve** – Adaptive reuse, creative office space
- **Sony Motion Capture Studios at The Reserve** – Adaptive reuse, creative office space
- **Fox Building 105** – New building, creative office space, and editing / screening facility
- **TMZ at The Reserve** – Adaptive reuse, creative office space, and broadcast facility
- **CNN Los Angeles Broadcast Facility** – Tenant improvement
- **The Culver Studios Expansion** – Five new buildings and production facilities, plus two parking structures
- **Wilshire Boulevard Temple** – Seismic retrofit and historic preservation

Jay Helekar, ASPE, LEED AP

Chief Estimator, Principal of
HL Construction Management



Jay Helekar has more than 25 years of preconstruction cost estimating consulting experience in the construction industry with public sector projects. As founding principal of HLCM, Jay oversees a premier estimating team that has the fundamentals to drive successful project delivery – experience, teamwork, and communication. Jay is currently providing on-call cost estimating services on a team serving the City of Anaheim.

He has more than 10 years' experience with IS Architecture on public sector projects.

Relevant Projects – Partial List

- **City of Anaheim**
Convention Center and Fire Station Number 12
- **City of Newport Beach**
Public Library and Lecture Hall
- **City of Buena Park**
Navigation Center and New Fire Station Number 61
- **City of Cypress**
Cypress Police Department
- **City of Orange**
Corporate Yard

Zubin Patrawala, PE, LEED AP

Civil Engineer, Principal of Enginuity Consulting



Zubin Patrawala has 20 years of experience in the fields of civil engineering and land development, spanning a wide array of projects for public and private clients. Zubin has worked with IS Architecture on several projects over the past four years, overcoming challenges with difficult terrain and sites, stormwater management, local permitting, and water quality. For City projects, he provides evaluation of site specific grading challenges for ADA, construction, and stormwater drainage.

Relevant Projects – Partial List

- **Avia La Jolla Phases 3 & 4**
Provided civil design services for ground-up construction of Senior Living medium density facilities on a seven-acre site in San Diego. Design, approvals, and construction support.
- **University of California, San Diego**
Civil design for rerouting and reconfiguration within the Hillcrest Medical Campus for utility redesign and construction.
- **Genesee Plaza, City of San Diego**
Renovation and new construction of shopping center.

Craig J. Moya, Principal

Engineered Systems Consulting Engineers
Project Mechanical Engineer



Mr. Moya has more than 30 years of experience in all phases of mechanical systems design and construction administration. He is responsible for the preparation of project contracts and makes site investigations, prepares load calculations, conceptual and final design, and oversees the preparation of complete contract documents. He is prepared to provide construction administration for the mechanical side of the project, if needed.

Mr. Moya has led the effort in the design of HVAC, electrical, and plumbing systems for numerous Public Works projects. His experience includes both new construction and the repair and renovation of existing buildings, including structures that have a historical significance. Over the years, Mr. Moya has provided MEP consulting services to IS Architecture on public works projects, including the Audrey Geisel University House Adobe Restoration project and Historic Structure Report. The IS Architecture team and Engineered Systems Consulting Engineers have worked together for 10+ years.

For this project, Mr. Moya will conduct a site visit to determine the size, location, and condition of the existing mechanical,

plumbing, and electrical equipment, fixtures, ductwork, piping, and utilities serving the building.

Education

B.S. Mechanical Engineering
Arizona State University, 1983

Relevant Experience

Department of Homeland Security by the General Services Administration 2050 N. Imperial Avenue, El Centro, CA

Mr. Moya provided mechanical, plumbing, and electrical systems design services for the conversion of a large department store into offices for the Department of Homeland Security.

City of San Diego - University Avenue Fire Repair and Restoration

Engineered Systems provided mechanical, plumbing, and electrical engineering services for a bungalow owned by the City of San Diego, which had been damaged by fire.

UCSD Audrey Geisel University House, Rehabilitation - La Jolla, CA

Engineered Systems provided mechanical, plumbing, and electrical systems design for the renovation, remodel, and expansion of the historic adobe residence on the campus of the University of California, San Diego.

City of San Diego - Balboa Park Cottages – San Diego, CA

Mr. Moya provided mechanical, plumbing, and electrical system design for four new duplex cottages and one single cottage at Balboa Park for the City of San Diego.

Tecate Land Port of Entry Historic Residence Restoration - General Services Administration (GSA)

Mr. Moya is providing mechanical, plumbing, and electrical system design for the rehabilitation of two historic residences at the border crossing.



Garner A. Palenske, PE

Associate Principal
Fire Protection Engineer



Garner Palenske brings more than thirty-two years of experience in the fire protection and life safety consulting field. Many of his projects during this time were assisting local cities with plan review and code consulting. Mr. Palenske's experience includes building and fire code analysis, performance-based design, fire protection / detection system design, fire modeling, fire testing, wildland fire analysis, origin and cause, and other forensic work. He is a former City of Fullerton resident and proud Cal State Fullerton Alumni.

Mr. Palenske served as the San Diego Fire Department's Fire Protection Engineer from 1990-1994.

Education

- M.S. in Fire Protection Engineering, California Polytechnic State University, San Luis Obispo, 2019 with honors
- B.S., Civil-Structural Engineering California State University, Fullerton, 1986
- B.A., Business, California State University, Fullerton, 1979

Practice Areas

- Fire Protection, Detection, and Alarm Systems Design/Analysis
- Hazardous Materials Analysis
- Code Consulting
- Loss Investigation / Litigation Consulting

Licensing

- Fire Protection Engineer in:
 - Arizona
 - California
 - New Mexico
 - Nevada
 - Utah

Professional Affiliations

- *National Fire Protection Association*
- *Society of Fire Protection Engineers*

Technical Committees

- National Fire Protection Association, Standard 13 "Installation of Sprinkler Systems"

Publications and Presentations (partial list)

- "Storage in the Presence of Horizontal Barriers or Solid Shelves," NFPA National Conference, Las Vegas, NV, 2018
- "Obstructions and ESFR Sprinklers Phase 1," NFPA National Conference, Chicago, IL, 2015

City Agency Experience

- **City Of Chino Hills, CA** – Fire Protection and code consulting, including plan review
- **City of Encinitas, CA** – Fire Protection and code consulting, including plan review
- **City of Temecula, CA**- Fire Protection and code consulting, including plan review
- **California Division of State Architects** – Fire Protection and special projects including studies such as : *Risk Assessment of Public School Fires*
- **City of Poway, CA**- Fire Protection and code consulting, including plan review
- **City Redlands, CA**- Fire Protection and code consulting, including plan review
- **City of Rancho Santa Fe**— Fire Protection and code consulting, including plan review



B: TECHNICAL PROPOSAL

3. DETAILED WORK PLAN

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

City of Fullerton Sample Draft Work Plan

Typical work plan showing how we approach a typical building improvement / modification project. This is a Schedule of Tasks, Milestones, and Deliverables.

Task 1: Kick Off Meeting

Week 1

1. Kick Off meeting, held by video conference, review of the requirements of the project with the Owner and all interested parties.
2. Establish communication protocols for the group. The project team will communicate via email, telephone, or in person throughout the project to ensure project schedule, budget, and deliverables are met.

Meeting: One video conference meeting with Owner interested parties to complete task is anticipated.

Deliverable(s): A finalized work plan, schedule, and executed agreement.

Task 2: Preliminary Design

Week 2-4

Preliminary Design phase is the mobilization of the design process.

1. Research City of Fullerton zoning and regulatory codes and California Building codes.
2. Evaluate current condition of building to be renovated. Conduct onsite conditions assessment of the building, including as-built measurements and photographic documentation. Assess structural deficiencies, termite and wood rot damage, and electrical and mechanical system conditions.
3. As-built measurements will be used to draw and 3D model the existing project in the computer program Autodesk Revit.

Meeting: On-site field work at the property

Deliverable(s): As-built plans of the property

Task 3: Schematic Design

Weeks 5-8

Develop Schematic Design plans for the improvement / modification project to meet the goals and needs of the City. Lead the design processes adhering to City of Fullerton Standards and Guidelines. Begin consultation with the structural engineer to review the feasibility of the designs.

a. Generate design concepts for the building, including required mechanical, electrical, and plumbing systems. Provide Schematic Design plans including floor plans, layouts, and elevations for the property.

b. Review for ADA accessibility.

Meetings: Two conference call/ video conference meetings with Owner to complete task is anticipated. One week of City review of deliverables.

Deliverable(s): 50% Schematic Design Drawings
100% Schematic Design Drawings

Task 4: Design Development

Weeks 9-13

Design Development Plans further refine the rehabilitation designs.

1. Drawings will include: Site Plan, Floor Plans, Sections, Interior and Exterior Elevations.
2. Initial selection of interior and exterior finish materials.
3. Identify and draw any significant preservation construction details.

4. Coordination with structural, mechanical, plumbing, and electrical engineers.
5. Coordination with Specifications Writer.
6. Coordination with Title 24 Energy Consultant.

Meetings: Two conference call/ video conference meetings with Owner to complete task is anticipated. One week of City review of deliverables.

Deliverable(s): 75% Design Development Drawings
100% Design Development Drawings

Task 5: Construction and Bidding Documents

Weeks 13-19

Construction Documents are the final plans and specifications sufficiently detailed to obtain a Building Permit, obtain competitive bids from contractors, and to construct the project.

a. Preparation of architectural construction documents for the rehabilitation designs. Drawings include: site plan, demolition plan, construction floor plans, exterior elevations, building sections, interior elevations, door and window schedules, finish material schedules, plumbing fixtures, appliances (where applicable), lighting and electrical fixture schedules, and construction details. Final Structural Engineering Plans.

b. Final Specifications.

c. Final Title 24 Energy Calculations and Reports.

Meeting: Two conference calls/Go-To meetings with Owner to complete task are anticipated. One week of City review of deliverables.

Deliverable(s): 50% Construction and Bidding Documents and Draft Project Manual
100% Construction and Bidding Documents and Final Project Manual

Task 6: Permit Processing at the City of Fullerton

Weeks 19-22

Building Department Permit Processing is a highly time variable phase. The amount of time spent processing the permit depends on the workload of the governing municipality.

a. IS Architecture will submit completed plans to the City of Fullerton to obtain Building Permits.

b. We and the other professional consultants will respond and answer promptly to all comments by the governing agencies.

c. Upon receiving comments from the City, we anticipate two weeks to address comments and then resubmit plans for re-review and permit issuance.

Deliverable(s): Permitted set of Building Plans for the building.

Task 7: Bidding and Negotiations

TBD

Assist the City with bidding and negotiation processes for the building.

Task 8: Construction Administration Estimated

5-6 Months

IS Architecture will provide qualified construction observers to review construction, including the analysis of building conditions discovered during construction, field testing, and use of proper materials and techniques.

We will notify the City when work is not in conformance with the construction documents. We will review shop drawings, samples, and special work for conformity with the design concept. We will review certificates of payment and review change orders for the City's approval. Lastly, we will conduct the final inspection and issue certificate of completion.

1. Periodic site visits, as needed, to observe construction during the 5-6 month construction period (maximum of 8 site visits)

Approach to Managing Resources & Quality, Budget and Schedule Control

Quality Assurance

Quality Assurance at IS Architecture is shared by the project team and is a process that is integral to every project phase. Primary responsibility for planning, executing, coordinating, and reviewing project work will rest with the designated Project Manager with direct oversight from the Principal Architect. Our Quality Control and Assurance Program starts at the conceptual stage and continues through construction. When coordinating teams of subconsultants, IS Architecture follows a stringent process of following through and reviewing all communications and deliverables. This ensures the final work product retains the highest level of quality and remains consistent across all deliverables.

IS Architecture also has an excellent track record of completing projects on time. We have ample resources to accommodate challenging schedules. To ensure timely performance and schedule adherence, the team reviews contract requirements and breaks down work tasks into actionable steps with deadlines. Internal checks are completed weekly with the Principal Architect and Project Manager to ensure tasks stay on schedule and milestones are met.

IS Architecture has been praised by our clients for several attributes:

- 1. Consideration** – our ability to work well and seamlessly with a number of different planning consultants, city staff, and stakeholders. IS Architecture listens, discerns, contemplates, and then advises our clients on the options available.
- 2. Neutrality** – we have an open-minded approach to consider all options and make the best recommendations. Sometimes there is not one “right” answer and all options need to be studied and discussed prior to proceeding.
- 3. Creativity** – IS Architecture and our subconsultants have received numerous design awards in recognition of our creativity. At the same time, we are recognized for our commitment to cost-effective solutions, knowing that cost-effectiveness goes hand-in-hand with creativity if a structure is to be built.
- 4. Commitment** – we understand the inherent nature of a public engagement process, particularly with a municipal client such as the City of Fullerton. We have the commitment and ability to attend meetings, as required.



B: TECHNICAL PROPOSAL

4. FEE PROPOSAL

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

**Fee Proposal for
City of Fullerton RFQ #4367 for
On-Call Professional Architectural Services**

Submitted by:

IS Architecture
5645 La Jolla Boulevard
La Jolla, Ca 92037
Ione R. Stiegler, FAIA, NCARB
P: 858.456.8555, x101; istiegler@isarchitecture.com

IS ARCHITECTURE HOURLY RATE SCHEDULE			
Position	2022	2023	2024
Principal Architect	\$225	\$236	\$248
Senior Architectural Designer	\$170	\$178	\$187
Historic Preservation Specialist	\$125	\$131	\$138
Project Architect	\$140	\$147	\$154
Senior Structural Engineer	\$225	\$230	\$235
Project MEP Engineer	\$190	\$200	\$210
Chief Estimator	\$135	\$140	\$145
Senior Civil Engineer	\$170	\$170	\$170
Senior Fire Protection Engineer	\$255	\$255	\$263

Note: The hourly rates listed above represent our team's best offer.

Reimbursable Expenses

- Reimbursable expenses such as printed deliverables, reprographics, parking, outside services or fees will be billed at cost + 10%.
- Mileage will be billed at \$.55/mile.
- Attendance at meetings will be billed at a flat rate for travel of \$600 per person attending plus the negotiated per project meeting fees.



B: TECHNICAL PROPOSAL

5. APPENDICES

- PUBLIC SECTOR PROJECT AWARDS
 - PROJECT REFERENCES LIST
-

CITY OF FULLERTON
RFQ #4367
ON-CALL PROFESSIONAL
ARCHITECTURAL SERVICES

Public Sector Project Awards

2020

Engineering News-Record (ENR) California 2020 Best Regional Projects, Airport / Transit Best Project South: *San Ysidro Land Port of Entry, San Ysidro, CA, Phase 2.*

Design-Build Institute of America Western Pacific Region (DBIA WPR) 2020 DBIA WPR Regional Award of Distinction: *San Ysidro Land Port of Entry, San Ysidro, CA, Phase 2.*

American Society of Civil Engineers (ASCE) San Diego, 2020 Outstanding Project Award: *Georgia Street Bridge Rehabilitation and Seismic Retrofit Project for the City of San Diego.*

American Society of Civil Engineers (ASCE) San Diego, 2020 Outstanding Project Award for Historical Renovation: *Georgia Street Bridge Rehabilitation and Seismic Retrofit Project for the City of San Diego.*

2017

American Public Works Association (APWA) Outstanding Award – *Mission Beach Boardwalk Reconstruction*

American Council of Engineering Companies (ACEC) Engineering Excellence Award – *Mission Beach Boardwalk Reconstruction*

2016

American Institute of Architects San Diego: Divine Detail Award – *Mission Beach Boardwalk Reconstruction*

California Preservation Foundation Award – *Mission Beach Boardwalk Reconstruction*

National Association of Home Builders (NAHB) Best in American Living, Specialty Project, Silver Award – *Wisteria Cottage and Balmer Annex Rehabilitation*

2015

Governor's Historic Preservation Award – *UCSD Audrey Geisel University House Rehabilitation*

American Institute of Architects San Diego Merit Award – *UCSD Audrey Geisel University House Rehabilitation*

Gold Nugget Award of Merit – Best Rehab Commercial/Industrial Project - *Wisteria Cottage*

Save Our Heritage Organisation Award – *UCSD Audrey Geisel University House Rehabilitation*

2014

San Diego Orchid Award – *Wisteria Cottage and Balmer Annex Rehabilitation*

California Preservation Foundation Award – *UCSD Audrey Geisel University House Rehabilitation*

American Institute of Architects, California Council (AIACC) Distinguished Practice Award

City of San Diego Historical Site Board Award of Excellence for Historic Preservation-Wisteria Cottage and Balmer Annex Rehabilitation

City of San Diego Historical Site Board Award of Excellence for Historic Preservation - *San Diego Mission de Alcala Religious Education Building Rehabilitation*



San Ysidro Land Port of Entry - San Ysidro, CA

2013

American Institute of Architects San Diego Divine Detail Award – *Warner-Carrillo Adobe Ranch House Restoration*

American Institute of Architects San Diego Award – *Warner-Carrillo Adobe Ranch House Restoration*

California Preservation Foundation Award – *Warner-Carrillo Adobe Ranch House Restoration*

American Public Works Association Historical Restoration/Preservation Project of the Year – *Warner Carrillo Adobe Ranch House Restoration*

2012

Governor's Historic Preservation Award – *Warner-Carrillo Adobe Ranch House Restoration*

California Preservation Foundation Award – *Montanez Adobe Restoration*

2011

Governor's Historic Preservation Award – *Sikes Adobe Farmhouse Restoration & Reconstruction*

Governor's Historic Preservation Award – *Cosmopolitan Hotel Restoration*

California Preservation Foundation Award – *Sikes Adobe Farmhouse Restoration & Reconstruction*

California Preservation Foundation Award – *Cosmopolitan Hotel Vertical Archaeology*

City of San Diego Historical Site Board Award of Excellence for Historic Preservation – *Cosmopolitan Hotel Vertical Archaeology*

City of San Diego Historical Site Board Award of Excellence for Historic Preservation – *Sikes Adobe Farmhouse Restoration and Reconstruction*

City of San Diego Historical Site Board Award of Excellence for Historic Preservation – *Los Peñasquitos Adobe Wing C Restoration*

Save Our Heritage Organisation People in Preservation Award, *Sikes Adobe Farmhouse Restoration & Reconstruction*

Save Our Heritage Organisation People in Preservation Award, *Cosmopolitan Hotel Vertical Archaeology*

2010

California State Parks, Director's Mott Award – *Cosmopolitan Hotel*

Old Town San Diego Chamber of Commerce Certificate of Excellence – *Cosmopolitan Hotel*

American Institute of Architects San Diego Divine Detail Award – *Montanez Adobe (earthen floor)*

2009

California Preservation Foundation Award – *Warner-Carrillo Ranch House Restoration*



Cosmopolitan Hotel Restoration, Old Town San Diego

2005

California Preservation Foundation Award – *Sikes Adobe Farmhouse Restoration*

2004

City of San Diego Historical Site Board Award of Excellence for Historic Preservation – *Uptown San Diego Historical Context Statement*

Save Our Heritage Organisation Rural Preservation Award – *Sikes Adobe Farmhouse Historic Structures Report*

2003

California Preservation Foundation Award – *Sikes Adobe Farmhouse Historic Structures Report*

2002

Orchid Award – City of Escondido Historic Update Survey and Oral Interviews

1998

City of San Diego Historical Site Board Award of Excellence for Historic Preservation – *City of San Diego Mid-City Historic Preservation Strategy*

1997

California Preservation Foundation Award - *Greater San Diego Mid-City Historic Preservation Strategy*

1996

American Institute of Architects San Diego Award - *Greater San Diego Mid-City Historic Preservation Strategy*

City of San Diego Orchid Award - *Greater San Diego Mid-City Historic Preservation Strategy*



Georgia Street Bridge Rehabilitation and Seismic Retrofit Project for the City of San Diego.

Reference List

Projects + References

UCSD University House Rehabilitation

Owner: U.C. Regents

Project Description: Historic Rehabilitation of 12,000 SF Pueblo Revival residence built in 1950-1951. This National Register resource is used for events as well as for the living quarters of the Chancellor of UCSD.

Services Provided:

- Building Condition Assessment
- Feasibility Study and Rehabilitation Recommendation Report
- Preservation Plan, Maintenance & Operative Plan
- Architectural Rehabilitation, ADA Compliance, & Seismic Stabilization
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: High

Contact Person:

Barbara Anderson, AIA, Architect
UCSD Facilities Design & Construction
9500 Gilman Dr. · La Jolla, CA 92093
P: 858.534.4907; banderson@ucsd.edu

San Ysidro Land Port of Entry Customs House Rehabilitation

Owner: General Services Administration

Project Description: Historic Rehabilitation of 21,508 SF historic structure built in the 1039's. Project included both northbound and southbound pedestrian processing as well as office space for what has been called the busiest land port of entry in the Western Hemisphere.

Services Provided:

- Historic Properties Protection Plan
- Architectural Rehabilitation and Addition
- Construction Monitoring
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: High

Contact Person:

Jane Lehman, Architect, General Services Administration
50 United Nations Place · San Francisco, CA 94102
P: 415.522.3098; jane.lehman@gsa.gov

Coronado Gateway Project

Owner: City of Coronado

Project Description: The City of Coronado initiated an effort to have the toll plaza for the San Diego-Coronado Bay Bridge listed in the National Register of Historic Places.

The toll plaza, which was constructed in 1968 in the Contemporary style, represents the last intact Caltrans toll bridge complex in the entire state.

Services Provided:

- Caltrans Historical Resources Evaluation Report (HRER)
- Caltrans Historical Resources Compliance Report (HRCR)
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: High

Contact Person:

Kevin Hovey, Caltrans District 11 Project Manager
4060 Taylor Street · San Diego, CA 92110
P: 619.688.0240; kevin.hovey@dot.ca.gov

Harada House Historic Rehabilitation Plan

Owner: City of Riverside

Project Description: In 2019, developed a Rehabilitation Plan and Cost Estimate for the Rehabilitation of the Historic Harada House in Riverside. The Plan includes logical stages of rehabilitation along with the projected costs of each stage of development.

Services Provided:

- Historic Rehabilitation Plan
- Cost Estimates for Rehabilitation
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: Medium

Contact Person:

Lauren Bricker, Secretary Harada House Foundation
PO Box 2272
Riverside, CA 92517
P: 909.869.2704

Mission Beach Boardwalk Bulkhead Reconstruction

Owner: City of San Diego

Project Description: Provided historic preservation and construction monitoring services on this project to reconstruct the Mission Beach Boardwalk, which was constructed in 1925. The reconstruction of the National Register eligible resource involved partially reconstructing the seawall, boardwalk, and light standards to their historic appearance.

Services Provided:

- Historic Preservation Treatment Plan
- Historic Resources Technical Report (HRTTR)
- Historic American Buildings Survey (HABS)
- Construction Monitoring
- Application of the Secretary of the Interior Standards for Reconstruction

Level of Difficulty: High

Contact Person:

Hiep N. Hoang, Resident Engineer, City of San Diego
9573 Chesapeake Drive · San Diego, CA 92123
P: 858.495.4713; hhoang@sandiego.gov

AC Hotel – Historic Preservation Architecture

Owner: Briad Construction Services, LLC

Project Description: Project involved the design and construction of this project. It included the architectural rehabilitation of the façade as well as the development of a Mitigation Monitoring and Reporting Program (MMRP) for the construction phase.

Services Provided:

- Historic Preservation Treatment Plan
- Mitigation Monitoring and Reporting Program (MMRP)
- Construction Monitoring
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: High

Contact Person:

Chuck Pagnotta, Sr. VP of Construction & Design
Briad Construction Services, LLC
78 Okner Parkway 5500 · Livingston, NJ 07039
P: 631.474.0009 x1000; CPagnotta@briad.com

Wisteria Cottage Rehabilitation

Owner: La Jolla Historical Society

Project Description: This historic resource was built in 1904 and remodeled in 1907 by architect Irving Gill. IS Architecture rehabilitated the structure in 2013 to include a museum, a gallery, and meeting spaces. IS Architecture served as the prime consultant for design and construction.

Services Provided:

- Historic Structures Report and HABS Documentation
- Architectural Rehabilitation, Adaptive Reuse, and ADA Compliance
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: High

Contact Person:

Heath Fox, Executive Director (retired)
La Jolla Historical Society
7846 Eads Avenue · La Jolla, CA 92037
P: 858.459.5335; hfox@lajollahistory.org

Academy of Our Lady of Peace

Relocation of Two Historically Eligible Resources

Owner: City of San Diego

Project Description: IS Architecture prepared a Historic Preservation Treatment Plan for the City of San Diego in partial response to mitigation measures outlined in the Final Environmental Impact Report for these two residences. One of the residences was constructed in 1929 and the other in 1931. They both have the potential to be listed on the local

historic register for being exemplary examples of Spanish Revival Style structures in San Diego.

Services Provided:

- Historic Preservation Treatment Plan
- Historic American Buildings Survey (HABS)
- Construction Monitoring

Level of Difficulty: High

Contact Person:

Nikki Lewis, P.E., LEED AP, CEM,
Senior Engineer: Facilities & In-House Design
Architectural, Engineering & Parks
Engineering & Capital Projects Dept., City of San Diego
525 B St., Suite 750 · San Diego, CA 92101
P: 619.533.6653; nlewis@sandieg.gov

Warner-Carrillo Ranch House Restoration

Owner: Vista Irrigation District

Project Description: The Warner-Carrillo Ranch was built in 1849 and was designated as a National Historic Landmark in 1961, highlighting the structure's importance in the country's Westward expansion. IS Architecture provided drawings to restore the Ranch House to its condition during the period of historic significance in the mid to late 1800's.

Services Provided:

- Historic Structure Report
- Historic American Buildings Survey (HABS)
- Construction Monitoring
- Application of the Secretary of the Interior Standards for Restoration

Level of Difficulty: High

Contact Person:

Roy Coox, Retired – (Former General Manager
Vista Irrigation District)
P: 760.207.2905; cooxfam5@cox.net

Riverside African American Civil Rights

Context Statement

Owner: City of Riverside

Project Description: Development of a historic context statement and multiple property listing nomination for the City of Riverside.

Services Provided:

- Development of historic context themes
- Archive + Oral History Development
- Application of the National Historic Register criterion guidelines
- National Register Nomination for a Multiple Property Listing

Level of Difficulty: High

Contact Person:

Scott Watson, Historic Preservation Planner, City of Riverside
3900 Main St. 3rd Floor
Riverside, CA 92522
P: 951.826.5371; swatson@riversideca.gov

San Diego-Coronado Bay Bridge Suicide Deterrent Project

Owner: California Department of Transportation

Project Description: Design consulting and cultural analysis of the San Diego-Coronado Bay Bridge suicide deterrent project. ISA serves as part of the cultural project design team and ensures that the Secretary of the Interior Standards for Rehabilitation are considered.

Services Provided:

- Development of a Historic Resource Evaluation Report and Historic Property Survey Report
- Project alternatives consulting
- Application of the Secretary of the Interior Standards for Rehabilitation
- Development of a Finding of Effect

Level of Difficulty: Moderate

Contact Person:

Michelle Madigan, Architectural Historian
California Department of Transportation District 11
4050 Taylor St, San Diego, CA 92110
P: 619.688.0188; michelle.madigan@dot.ca.gov

Local Register Nomination- Louis and Francis Stroud/ Thomas Shepherd House

Owner: Melanie Hastings

Project Description: Local listing of a Thomas Shepherd designed private residence in the Custom Ranch style. Represented client with the City of San Diego, the Historic Resources Board, and construction for a residential remodel.

Services Provided:

- City of San Diego Nomination Report (HRRR)
- Archival research
- Resource documentation
- Representation at Historic Resources Board
- Architectural Remodel
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: Moderate

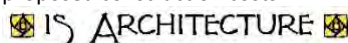
Contact Person:

Melanie Hastings, Owner
211 Avenida Cortez, La Jolla, CA 92093
P: 951.440.3199; socalmelanie@msn.com

Heroes Memorial Building and Veterans Annex Carson City, NV

Owner: State of Nevada

Project Description: IS Architecture provided a focused Historic Structure Report of these buildings constructed in 1922 and 1936, respectively. The purpose of the report is to provide the State of Nevada, which owns the buildings, with a better understanding of the condition of the buildings, possible floor plan improvements, seismic system implementation strategies, as well as to confirm the proposed construction costs.



Services Provided:

- Development of a focused Historic Structure Report
- HABS Documentation
- Application of the Secretary of the Interior Standards for Rehabilitation
- Development of extant character-defining features master list (CDF)
- Building Condition Assessment

Level of Difficulty: Moderate

Contact Person:

Patrick Pusich, AIA, Principal
TSK Architects, Prime Consultant
Reno, NV
P: 775-298-3062; ppusich@tska.com

Lincoln Hall – Historic Structure Report Reno, NV

Owner: State of Nevada

Project Description: IS Architecture provided a Historic Structure Report of this building constructed in 1896. The HSR included archival research, historical overview, construction history, building and site evaluation, existing condition assessment, proposed work, and treatment recommendations. strategies, as well as to confirm the proposed construction costs.

Services Provided:

- Development of a Historic Structure Report
- Building condition assessment
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: Moderate

Contact Person:

Patrick Pusich, AIA, Principal
TSK Architects, Prime Consultant
Reno, NV
P: 775-298-3062; ppusich@tska.com

Goldfield High School – Historic Structure Report Goldfield, NV

Owner: State of Nevada

Project Description: IS Architecture provided a Historic Structure Report of this building constructed in 1907. The HSR included archival research, historical overview, construction history, building and site evaluation, existing condition assessment, proposed work, and treatment recommendations. strategies, as well as to confirm the proposed construction costs. The HSR provides a base recordation of the school and includes recommendations for further research and work on the structure.

Services Provided:

- Development of a Historic Structure Report Interior
- Development of a Historic Structure Report Exterior
- Building condition assessment
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: Moderate

Contact Person:

Patrick Pusich, AIA, Principal
TSK Architects, Prime Consultant
Reno, NV
P: 775-298-3062; ppusich@tska.com

Elko County Courthouse – Historic Rehabilitation Recommendations
Elko, NV

Owner: State of Nevada

Project Description: The Elko County Courthouse was constructed in 1911 and is listed in the National Register of Historic Places. IS Architecture provided a Historic Structure Report and building condition assessment of the building to deliver recommendations for the historic rehabilitation of the courtroom, which was heavily damaged during a fire in 1941. IS Architecture's work included archival research, historical overview, construction history, existing condition assessment, proposed work, and treatment recommendations.

Services Provided:

- Development of a building condition assessment
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: Moderate

Contact Person:

Patrick Pusich, AIA, Principal
TSK Architects, Prime Consultant - Reno, NV
P: 775-298-3062; ppusich@tska.com

Fort Rosecrans National Cemetery Superintendent's Lodge – Historic Structure Report
San Diego, CA

Owner: Fort Rosecrans National Cemetery

Project Description: Fort Rosecrans became a National Cemetery in 1934. Two years later, a one-story lodge at the Cemetery was completed. The lodge, which was built in the Spanish Colonial Revival style, was constructed of hollow terra cotta tile and stucco with a concrete foundation. A Historic Structure Assessment Report on the lodge was produced in 2011. IS Architecture was contracted by prime consultant Page & Turnbull to provide a Historic Structure Report (HSR) as an update to the earlier report. The purpose of the update is to assess the current condition of the lodge and its site relative to its documented condition nine years ago and to provide updated treatment recommendations. The report included a Prioritized Maintenance Deficiency Table that places in priority order those building features with the highest level of maintenance deficiency based on the 2020 updated condition assessment.

Services Provided:

- Development of a Historic Structure Report
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: Moderate

Contact Person:

Ruth Todd, AIA, Principal
Page & Turnbull, Prime Consultant
P: 415.593.3234; ruth todd@page-turnbull.com

Historic Resource Assessment and Monitoring for SDG&E Undergrounding – San Diego, CA

Owner: City of San Diego

Project Description: IS Architecture, as the Principal Investigator (PI) Architectural Historian, provided Cultural Resource monitoring and treatment recommendations for historic and potentially historic resources for the undergrounding of overhead utility lines and infrastructure. A sidewalk survey was completed and recommendations provided in a Protective Measures and General Guidelines for Historic Resources Report. The firm evaluated and monitored for curbs, color and scoring pattern of sidewalks, widths and aprons of historic driveways, documentation of historic sidewalk stamps for mold/saw-cut/resetting, and more. Work also included records searches, reviewing and commenting on undergrounding plans, and coordination with City of San Diego Historic Resources Board.

Services Provided:

- Development of a Historic Structure Report
- HABS Documentation
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: Moderate

Contact Person:

Carrie Purcell, Senior Planner, City of San Diego
P: 619.533.5124; CPurcell@sandiego.gov

Peter C. Peters House – Historic Preservation Work Plan – Agua Mansa Road, Colton, CA

Owner: City of Colton

Project Description: IS Architecture developed a mothballing and monitoring plan for the Historic Preservation Work Plan for this resource. Built in 1975, the structure is individually eligible for listing on the national, state, and local Historic Registers. The ISA team conducted a thorough on-site investigation that included examining physical remains for evidence of construction sequencing; examining for and identifying appropriate material treatment plans; and identifying character-defining features. The reports will be used for the City of Colton in its future oversight of this resource.

Services Provided:

- Historic Resource Recommendation Report
- HABS Documentation
- Application of the Secretary of the Interior Standards for Rehabilitation

Level of Difficulty: Moderate

Contact Person:

Nelson White, M.S.H.P.
P: 626.240.0587; NWhite@swca.com



B: TECHNICAL PROPOSAL

6. STATUS OF PAST AND PRESENT CONTRACTS FORM

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


SECTION VII

STATUS OF PAST AND PRESENT CONTRACT FORM

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

Public Agency city/county/other: N/A	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	
No contract ended in termination, settlement or litigation.	

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

Signature 

Date Dec. 17, 2021

Name: Ione R. Stiegler, FAIA

Title: Principal Architect



B: TECHNICAL PROPOSAL

7. EXCEPTIONS FORM

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

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

ISA has no owned vehicles so we only have Non-Owned & Hired Auto Liability Coverage.

ISA's current limit for Professional Liability is \$1,000,000 per Claim with a \$2,000,000 Aggregate. If hired and required by the City, ISA will acquire insurance for \$2,000,000 per Claim limit.

PROPOSING FIRM IS Architecture DATE Dec. 17, 2021

BUSINESS ADDRESS 5645 La Jolla Boulevard, La Jolla, CA 92037

SIGNATURE OF REPRESENTATIVE: 

BY: Lone R. Stiegler, FAIA TITLE: Principal Architect

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:

_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT C

CERTIFICATES OF INSURANCE



ISARCHI-01

AHOLDREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2022

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 # 0525512 Teague Insurance Agency, Inc. 4700 Spring St., #400 La Mesa, CA 91942-0275	CONTACT NAME: Kimberliegh Blackwood	
	PHONE (A/C, No, Ext): (619) 668-2395 176 FAX (A/C, No): E-MAIL ADDRESS: kblackwood@teagueins.com	
INSURED Is Architecture 5645 La Jolla Blvd La Jolla, CA 92037	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
	INSURER B : Hartford Accident and Indemnity Company	22357
	INSURER C : Aspen American Insurance Company	43460
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Hired & Non owned	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-9G410791-22-42	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Hired & NOA \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>	72WECDQ0250	2/24/2022	2/24/2023	<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
C	Errors & Omissions			AAAE100142-03	10/8/2021	10/8/2022	Per Claim 1,000,000
C	Errors & Omissions			AAAE100142-03	10/8/2021	10/8/2022	Aggregate 2,000,000

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

RE: All operations for the City of Fullerton

City of Fullerton, its officers, employees and designated volunteers are included when required by written contract/agreement as additional insured for ongoing operations with primary non-contributory and waiver of subrogation language with respects to the general liability and waiver of subrogation with respects to the workers compensation, per forms attached.

CERTIFICATE HOLDER

CANCELLATION

City of Fullerton 303 W. Commonwealth Ave. Fullerton, CA 92832	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Alex Holdren</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

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

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE

Hired Auto Liability

Nonowned Auto Liability

ADDITIONAL PREMIUM

\$ **INCLUDED**

\$ **INCLUDED**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f. and i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
- b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1.** or **2.** above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph **f.**:

Paragraph **f.** does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.
- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.