

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES**

This Amendment No. 1 (“Amendment”) to the Agreement for Services is made and entered into effective the 18<sup>th</sup> day of May, 2026 by and between the CITY OF LA HABRA, a Municipal Corporation (“CITY”), and SVA ARCHITECTS, INC. (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

**A. Recitals.**

(i) CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective January 17, 2023 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A”.

(ii) The Parties now seek to amend the Agreement to extend the term of the Agreement to June 30, 2027.

(iii) All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

**B. Amendment to Agreement.**

1. Section 1.2 of the Agreement is hereby amended to read as follows:

The term of this Agreement shall begin on January 17, 2023 and continue until completion of the work on June 30, 2027 and its final acceptance by the CITY, or until such time as it is terminated pursuant to the provisions of this Agreement. Effective July 1, 2026, the rates for services shall be those set forth in Exhibit B to this Amendment No. 1.

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.


3. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Agreement for Services to be executed as of the day and year first above written.

CONSULTANT

CITY OF LA HABRA

By:   
Robert M. Simons, Partner & President  
SVA Architects, Inc.

By: \_\_\_\_\_  
Jim Sadro, City Manager

ATTEST:

By: \_\_\_\_\_  
Rhonda J. Barone, CMC, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Keith F. Collins, City Attorney

**EXHIBIT A**

## **AGREEMENT FOR SERVICES**

This Agreement is made and entered into this 17th day of January, 2023, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the "**CITY**"), and **SVA Architects, Inc.** (hereinafter referred to as the "**CONSULTANT**").

### **RECITALS**

WHEREAS, **CITY** requires professional services for; On-Call Architectural and Engineering Design Services,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES AND TERM**

#### 1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Exhibit "A" (the documents contained in Exhibit "A" shall be hereinafter referred to as the "Scope of Work").

B. 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 circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that **CITY** may enter into agreements similar to this Agreement with other consultants.

## 1.2 Term.

The term of this Agreement shall begin on January 17, 2023 and continue until June 30, 2026; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

## **ARTICLE II** **RESPONSIBILITIES OF CONSULTANT**

### 2.1 Control and Payment of Subordinates.

**CITY** retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

### 2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

### 2.3 Standard of Care; Licenses.

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 circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

### 2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

### 2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly

identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

### **ARTICLE III** **COMPENSATION**

#### **3.1 Compensation.**

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed two hundred fifty thousand dollars (\$250,000), without written approval of **CITY'S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

#### **3.2 Payment of Compensation.**

**CONSULTANT** shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from January 17, 2023, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

#### **3.3 Extra Work.**

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

#### **3.4 Amendment of Scope of Work.**

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

#### **3.5 Reimbursement for Expenses**

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

## **ARTICLE IV** **INSURANCE**

### 4.1 Insurance Requirements.

The **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. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

### 4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all professional services to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) **Commercial General Liability**

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the

Contract Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 2010 and CG 20 37.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) **Auto Liability**

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-

insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) **Workers' Compensation**

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another

insurance company or companies.

#### 4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. 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.

#### 4.9 Contractual Liability.

This indemnity provision shall be included on the **CONSULTANT'S** commercial general liability policy endorsement and/or certificates.

#### 4.10 Failure to Maintain Coverage.

**CONSULTANT** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

#### 4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

#### 4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

#### 4.13 Insurance for Subcontractors.

**CONSULTANT** shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability

Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

#### 4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultant(s)' own actions during the performance of this Agreement.

### **ARTICLE V** **TERMINATION AND INDEMNIFICATION**

#### 5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

#### 5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

#### 5.2 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure work performed by **CONSULTANT** that does not meet the standard of care which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

#### 5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design,

development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT**'s receipt of termination notice, and at no additional 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**.

#### 5.6 Indemnification and Hold Harmless.

**These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.**

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **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 arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of **CONSULTANT** brought against the **CITY**, its elected and appointed officials, officers, agents and employees arising out of the performance of the **CONSULTANT**, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by 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 the **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 the negligence, recklessness, or willful misconduct of the **CONSULTANT**, its employees, and/or authorized subcontractors under this Agreement, 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 active negligence or willful misconduct of the **CITY**. 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.

## **ARTICLE VI** **GENERAL PROVISIONS**

#### 6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY:                      Albert Mendoza, P.E.  
   Deputy Director of Public Works/City Engineer

City of La Habra  
110 E. La Habra Blvd.  
La Habra, CA 90631

TO CONSULTANT: SVA Architects, Inc.  
Robert M. Simons, AIA  
Partner & President | Authorized Individual  
6 Hutton Centre Drive, Suite 1150  
Santa Ana, CA 92707

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

#### 6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

#### 6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

#### 6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

#### 6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

#### 6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

**CITY** reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

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 referring expressly to this Paragraph. 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.

#### 6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

#### 6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

#### 6.16 Compliance with Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

#### 6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY** upon compensation to **CONSULTANT** none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**, except for disclosures which are required by law, rule, regulation, court order, or government investigation

#### 6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

#### 6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

#### 6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

#### 6.21 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 provision of this Agreement.

#### 6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

#### 6.23 Responsibility for Errors.

**CONSULTANT** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that a negligent error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the standard of care of **CITY** and to participate in any meeting required with regard to the correction.

#### 6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that SVA Architects, Inc.'s personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason, **Robert M. Simons, President & Partner**, should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to

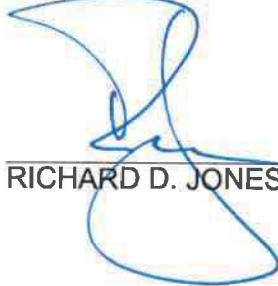
immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

**CITY OF LA HABRA:**

  
\_\_\_\_\_  
JIM SADRO, CITY MANAGER

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
RICHARD D. JONES, CITY ATTORNEY

**ATTEST:**

  
\_\_\_\_\_  
RHONDA BARONE, CMC  
~~ASSISTANT~~ CITY CLERK

**CONSULTANT**

  
\_\_\_\_\_  
ROBERT M. SIMONS, AIA  
SVA Architects, Inc.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>SVA Architects, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input checked="" type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>6 Hutton Centre Drive, Suite 1150</b></p> <p><b>6</b> City, state, and ZIP code <b>Santa Ana, CA 92707</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>OR</b>									
<b>Employer identification number</b>									
5	1		0	4	8	1	8	0	4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ► <b>Linda Bui</b></p> <p><small>Digitally signed by Linda Bui DN: cn=US, e=lbui@sva-architects.com, o="SVA Architects Inc", ou=Accounting, cn=Linda Bui Date: 2022.05.25 16:30:21-0700</small></p>	<p>Date ► <b>5/25/22</b></p>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CITY OF LA HABRA

**BUSINESS**



**CERTIFICATE**

The person, firm, or corporation named below is granted this business certificate pursuant to the provisions of the City Business License Ordinances to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

**Business Name:** SVA Architects, Inc.

**Business Location:** 6 HUTTON CENTRE DR 1150 SANTA ANA, CA 92707-5733

**1st Owner:** Robert Simons

**2nd Owner:** Ernesto Vasquez

**BUSINESS LICENSE #:** 33960

**Description:** architectural Design Services

**Effective Date:** 01/01/2023

**Expiration Date:** 12/31/2023

**THIS LICENSE DOES NOT ALLOW FOR ANY CANNABIS COMMERCIAL ACTIVITIES**

Business Type Message Restricted to license holder only

SVA ARCHITECTS, INC  
6 HUTTON CENTRE DR 1150  
SANTA ANA, CA92707-5733

**TO BE POSTED IN A CONSPICUOUS PLACE OR CARRIED IN VEHICLE**

**NOT TRANSFERABLE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/26/2023

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 866-854-1782      FAX (A/C No.): 800-567-4028	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> SVA Architects, Inc. 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Property Cas Co of America <b>NAIC #</b> 25674	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 57009597821**      **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.      *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		680007T437569 General Liability	09/29/2022	09/29/2023	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
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-7T437742-1 Auto	09/29/2022	09/29/2023	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION		CUP007T437809 Umbrella	09/29/2022	09/29/2023	EACH OCCURRENCE: \$5,000,000 AGGREGATE: \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB007T437766 Workers Compensation	09/29/2022	09/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE-EA EMPLOYEE: \$1,000,000 E.L. DISEASE-POLICY LIMIT: \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: On-Call Architectural and Engineering Design Services  
 City of La Habra, its officer, officials, employees, agents and volunteers are additional insureds as respect the General and Auto Liability as required by contract. A waiver of subrogation in favor of Additional Insured as respect the General, Auto, Workers Compensation and Architects & Engineer included when required by contract. General Liability policy evidenced herein is primary and non-contributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. 30 day notice of cancellation except 10 days for non-payment. AM Best Ratings are A XV and above.

<b>CERTIFICATE HOLDER</b>  City of La Habra 110 E. La Habra Boulevard La Habra, CA 90631 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</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.

## COMMERCIAL GENERAL LIABILITY

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.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

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

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

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Retired Partners, Members, Directors And Employees
- D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured – Controlling Interest
- G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments – Increased Limit
- L. Amendment Of Excess Insurance Condition – Professional Liability
- M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
- N. Contractual Liability – Railroads

### **PROVISIONS**

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

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

- (2) A watercraft you do not own that is:
- (a) 75 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;

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

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

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

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

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

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

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

## COMMERCIAL GENERAL LIABILITY

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

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

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

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

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

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

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

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

#### (1) "Bodily injury":

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

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

#### (2) "Personal injury":

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

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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

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

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

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

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

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

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

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

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

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

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

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

**J. INCIDENTAL MEDICAL MALPRACTICE**

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

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

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

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

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

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

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

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

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

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

**Sale Of Pharmaceuticals**

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

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

"Incidental medical services" means:

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

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

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

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

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

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

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

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

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

**N. CONTRACTUAL LIABILITY – RAILROADS**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

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

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

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

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

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

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

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

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

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

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

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS :**

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

**COMMERCIAL AUTO**

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

**Job Description**

ARCHITECTS PLAN

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

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

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**EXHIBIT "A"**  
**SCOPE OF WORK**



## CITY OF LA HABRA

Request for Proposal (RFP)

On-Call Architectural & Engineering Design Services

Proposal Due Date: October 26, 2022 at 3:00PM



*Submitted by:*

SVA ARCHITECTS, INC.

6 Hutton Centre Drive, Suite 1150

Santa Ana, CA 92707

T: 949.809.3380

[www.sva-architects.com](http://www.sva-architects.com)



ARCHITECTS



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# 1. LETTER OF TRANSMITTAL

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October 26, 2022

City of La Habra  
Engineering Division  
ATTN: Tony An, Principal Engineer  
110 East La Habra Boulevard  
La Habra, California 90631

RE: **Request for Proposals (RFP)  
On-Call Architectural & Engineering Design Services**

Dear Mr. An:

**SVA Architects, Inc. (SVA)** is pleased to submit our qualifications to the **City of La Habra (City)** to provide on-call architectural and engineering design services for your various capital improvement projects. Our team has decades of relevant experience in facilities planning, design, and construction. Our proposed team members have been selected based on their experience and availability to commit. The City will benefit from a team that can demonstrate the following expertise:

- **Civic Project Expertise** — SVA and its staff have developed a diverse portfolio of civic and public sector work, including designs for new construction as well as the renovation and modernization of existing structures. Our experience includes work that are similar to the sample projects listed in the RFP. We also provide a range of architectural services from assessments and planning to design and construction support.
- **Serving as “On-Call” Architects** — Our team understands the expectations of this role and what an as-needed or on-call basis entails. We are currently an On-Call Architect for the City of Irvine, Glendora, San Bernardino, County of Los Angeles, Orange County Public Works, etc. This work encompasses renovations and improvements of all scales.
- **Cost & Schedule Control** — SVA has a proven track record of projects delivered on time and on budget. Our firm has the technical expertise and the staff resources to complete your projects successfully. We are experienced with tight timelines and rigorous budgets, and we work closely with clients and builders to develop phasing and construction strategies to minimize the impact of construction.
- **Availability & Capacity** — SVA has the resources and professional staff members to provide the required services to the City. While our firm has many projects, both kicking off and closing out, our workload will not overshadow our commitment to deliver quality and responsiveness to the City of La Habra.
- **Track Record with the City of La Habra** — SVA has enjoyed the opportunity to work with the City before on renovating the Civic Center. We hope to continue this collaboration by applying the knowledge we have gained and the relationships we have developed with your City.

## **CORRESPONDING FIRM INFORMATION**

### **A. Individual authorized to commit to the contractual terms and conditions:**

Robert M. Simons, AIA  
SVA Architects, Inc.  
6 Hutton Centre Drive, Suite 1150  
Santa Ana, CA 92707  
T: 949.809.3380 | E: bsimons@sva-architects.com

### **Contact Person During RFP Evaluation Phase:**

Judy Cheng, MBA, LEED AP  
Principal  
T: 949.809.3380 | E: jcheng@sva-architects.com

## **LETTER OF TRANSMITTAL (CONTINUED)**

---

B. Key staff for the City's projects will include myself, **Robert M. Simons**, as Partner-In-Charge, **Doug Brown** as the Sr. Project Manager, **Mel Tan** as Project Architect, and **Robert Puleo** as Director of Interiors. They will be supported by additional staff such as **Dean Hawkins** as the Sustainable Design Lead, **David Forman** as QA/QC Director, and **Judy Cheng** as the Project Coordinator.

For plan checking, quality assurance and quality control, it will be primarily Doug Brown's and David Forman's responsibility to manage the SVA team and our consultants.

- C. The SVA team understands the work that is required to be performed for the City's projects. We have developed the ability to synthesize complex planning parameters that can only be acquired through the tremendous depth of experience gained in working within the public sector for many years. We have engaged in very similar civic projects and have developed a proven track record of developing award-winning facilities from visioning, planning, and entitlement through implementation. With a portfolio that spans three decades, the SVA team and our project consultants have placed ourselves at the forefront of civic facility, planning, design, and engineering. Our previous work has granted us much of the experience needed for these upcoming projects.
- D. Our proposed team(s) of subconsultants and their firm/staff information can be found on page 25.
- E. I, Robert M. Simons, and Sr. Project Manager, Doug Brown, will be leading the team. Resumes for these individuals can be reviewed on pages 18-19.
- F. As of the morning of October 26, there is no addendum posted on the CIPlist.com site.
- G. SVA acknowledges that the RFP shall remain valid for a period of not less than 60 days from the date of submittal.
- H. See below for signature of person authorized to bind Consultant to the terms of the RFP.
- I. By signing the Letter of Transmittal, SVA Architects, Inc. attests that all information submitted with the RFP is true and correct.

We look forward to the opportunity to show our commitment to the City for your projects — please do not hesitate to reach out should you have any questions or require further information from SVA.

Sincerely,  
SVA Architects, Inc.



Robert M. Simons, AIA  
Partner & President | *Authorized Individual*  
bsimons@sva-architects.com | C: 949.233.6391

**SVA ARCHITECTS, INC.**  
6 Hutton Centre Drive, Suite 1150  
Santa Ana, CA 92707

T: 949.809.3380  
www.sva-architects.com



# 2. TECHNICAL PROPOSAL

## A. QUALIFICATIONS, RELATED EXPERIENCE & REFERENCES OF THE CONSULTANT

### FIRM HISTORY

SVA Architects, Inc. (SVA), is the natural evolution of decades of innovative and award-winning architecture, master planning, and sustainable design achievements. Since its inception, SVA has advocated for the development and improvement of healthy communities through creation of public and private projects. We have regularly and avidly interacted with cities and counties, public agencies, colleges, universities, and K-12 school districts to bring the goals of various stakeholders to fruition. The firm's success lies in our well-demonstrated ability to achieve highly attractive, functional, and efficient architecture, while completing a wide variety of projects on time and on budget.

SVA Architects was founded by Mr. Robert Simons AIA and Mr. Ernesto Vasquez FAIA. Under their leadership, the firm has been recognized with key design awards for architectural achievements locally, nationally, and internationally.

SVA has worked with many public agencies including local governments, public works departments, military and public safety organizations, and transportation authorities. No project is too big or too small. Our work ranges from new construction of libraries, performing arts centers, civic centers, and public safety facilities to ADA upgrades, park shelter replacements, and maintenance building remodels. Focusing on design excellence, we review and analyze existing facilities at each site, the project objectives and delivery schedule, and other contractual items. As a team, our sole mission is to not only adopt our client's objectives and dedicate ourselves to the achievement of the client's goals, but to exceed them.

### Firm's Financial Condition

SVA is in good financial standing with adequate resources. Our firm has grown at a steady pace over the last 15 years. Our Oakland and San Diego offices have both expanded in the last two years, and we recently opened a new branch in Davis. We think this is a positive indication of our firm's financial stability. Feel free to contact Ms. Helen Reynoso, Vice President at MUFG Union Bank, North American, for a reference; her email is: [helen.reynoso@unionbank.com](mailto:helen.reynoso@unionbank.com). We can also provide more specific information upon request.

Our firm has the resources to provide all necessary and required architectural and planning services to the City of La Habra. Moreover, SVA can accommodate and respond to any magnitude of schedule change; depending on project phase, we will assign additional staff accordingly and ask our consultants to do the same. Our team will be able to serve the City and balance our workload with any other commitments throughout the agreement term.



## SVA's In-House Services

SVA Architects is a substantial architectural firm; for the City's upcoming projects we can provide a full range of architectural services, including architectural design, planning, interior design, sustainable design solutions, and landscape design.

**Architectural Design** — SVA has extensive experience in a wide variety of architectural designs for educational, civic, institutional, residential, mixed-use, commercial, hospitality, and recreational developments. The firm's rich history includes award-winning projects responding to the needs of both the local community and the end users. SVA offers a full range of architectural design services that includes programming, entitlements, conceptual design, schematic design, design development, construction documents, construction administration, and post-occupancy services. Our team of qualified experts work together in an interactive manner to ensure quality results at each stage of the design process.

**Planning** — SVA provides needs assessment and master planning services for many of our clients. Scope of services include preliminary analysis, site opportunities and constraints analysis, land planning and circulation studies, programming with a series of stakeholder workshops, development of design standards, project coordination, and the final master plan documentation. A specific work plan with a phasing schedule will be established according to our client's vision and goals.

**Interior Design** — SVA creates memorable environments reflecting the character and values of our clients, while promoting healthy places to enhance the experience of all participants in an innovative and responsible manner. SVA's Interior Design Studio manipulates space, forms, materials, and light to create appealing and functional spaces for a diverse client group that includes educational, commercial, resort, residential, retail, and institutional users.

**Landscape Design\*** — SVA's landscape design team provides a full range of landscape design services, creating attractive and functional environments that showcase imaginative design while blending seamlessly with the surrounding ecosystem.

**Sustainable Design Solutions** — We believe that sustainable design should be viewed as an integral part of every project rather than as an add-on and, thus, employs an integrated design approach for project delivery. This approach relies on continuous communication and coordination between project team members and key stakeholders to set goals for project performance, evaluate sustainable design strategies, and validate design and construction elements to ensure delivery of a project that blends sustainability with aesthetics, maintainability, and appropriate economy.

*\*We also utilize outside Landscape Architects on our projects when needed.*



## EXPERIENCE WITH CIVIC PROJECTS

With years of similar and relevant experience, we have acquired the skills and developed the methodologies to program, design, and construct these types of projects by keeping the goals and objectives of our clients and stakeholders in mind. Our firm was established to focus on institutional and civic assignments; we feel strongly that we have the capabilities and resources to fulfill the objectives and maximize benefits for the City's assignments.

**SVA has provided similar services for public sector clients in California for over 19 years;** moreover, our team has led the design efforts for many civic on-call projects with outstanding results during this time. Dedicated to collaborating closely with key staff and stakeholders to integrate feedback and input, we craft and fine-tune each project's requirements to align with each client's specific goals and budget.

SVA has led the programming, design, and renovations of capital improvement projects for public sector clients. Our multidisciplinary team will perform the architectural, engineering, and interior design services necessary to transform your existing spaces into updated 21st century workplaces. These newly updated spaces will enable your staff to thrive while effectively serving the public and the community. Similar to the City of La Habra's scope of services, we have performed similar services for the below clients.

- City of Cupertino
- City of Davis
- City of Fontana
- City of Fremont
- City of Irvine
- **City of La Habra**
- City of Mountain View
- City of Norwalk
- City of Oakland
- City of San Bernardino
- City of Westminster
- County of Los Angeles
- County of San Diego
- County of Santa Clara
- County of Santa Cruz
- Orange County Public Works
- Orange County Public Libraries

In total, we have served over 100 cities, counties, and various other public works clients over the years:



## RELEVANT EXPERIENCE & PROJECT REFERENCES

# La Habra Civic Center Renovation

LA HABRA, CALIFORNIA



### Client:

City of La Habra

### Reference:

Roy Ramsland  
Planning Manager

201 E La Habra Blvd,  
La Habra, CA 90631

E: ramsland@lahabraca.gov  
T: 562.383.4100

### Key Personnel:

- Robert M. Simons - PIC
- Doug Brown - PA
- Christopher Coyle - PM

This project relocated the Civic Center to an existing business complex directly across the street on La Habra Boulevard. The old civic center had dim corridors along with confusing split departments and an infrastructure not ready to accommodate today's technology. The new City Hall houses all departments and functions including administration, finance, community development, public works, and engineering. Moreover, the new location provides space for the existing Post Office, new Police evidence storage, and training workshop space.

One of the key design features of the new City Hall is the transformation of the exterior courtyard to an enclosed atrium-style lobby, filled with natural light, this now serves as the central hub for all the City's services. The project also adapted the adjacent old bank building into the new Council Chambers including utilizing the vault as the public record file room. The new Civic Center is responsive to the vision of the City and its leaders while considering its community's various needs. The modernized and more sustainable facility provides a space for residents and employees to do business as well as the capacity to conduct large community events and private functions.

# Orange County Public Works Various On-Call Projects

ORANGE COUNTY, CALIFORNIA



## Client:

Orange County Public Works

## Reference:

Cecelia Varela  
Project Manager

601 N Ross St,  
Santa Ana, CA 92701

E: [cecelia.varela@ocparks.com](mailto:cecelia.varela@ocparks.com)  
T: 949.266.7286

## Key Personnel:

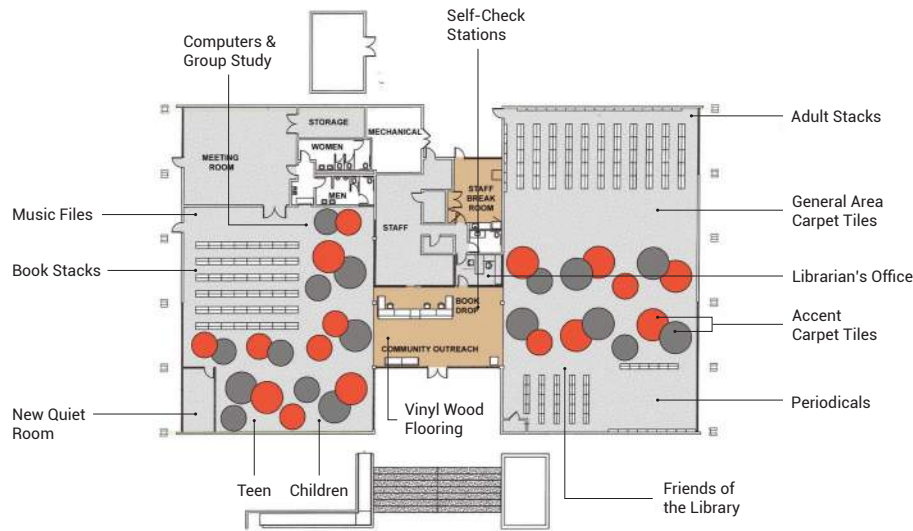
- Robert M. Simons - PIC
- Doug Brown - PM
- Mel Tan - PA
- Robert Puleo - Interiors

SVA has or is currently providing services for Orange County Public Works' various projects. They vary in scope and sizes, they range from minor upgrades and improvements to remodels and expansions. These projects prioritize community needs and reflect SVA's commitment to enduring and healthy public spaces, see below for a partial list of our on-call projects. SVA also worked on the master plan for Dana Point Harbor Revitalization for OCPW.

1. Mile Square Park Shelter #3 Replacement
2. Carbon Canyon Amphitheater Repair and Upgrade
3. Craig's Park Sports Complex Update
4. Yorba Lindas Maintenance Building Remodel
5. Orange County Child Support Services Counter T.I.
6. Orange County Juvenile Hall Security Camera Upgrade
7. Mile Square Park Maintenance Building Expansion
8. Irvine Regional Park Reconstruction of Restrooms #6, 8 & 10
9. Various OCPL Library Modernizations (See next page)

# OC Public Libraries Various Library Renovations (On-Call)

ORANGE COUNTY, CALIFORNIA



**Client:**

Orange County Public Libraries

**Reference:**

Mathew DeHart  
Project Manager

333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

E: matthew.dehart@ocpw.ocgov.com  
T: 714.667.4972

**Key Personnel:**

- Robert M. Simons - PIC
- Doug Brown - PM
- Mel Tan - PA
- Robert Puleo - Interiors

In 2019, Orange County Public Libraries selected SVA to design the interior standards for both the development of all planned interior renovations of existing County libraries and construction of all new public libraries. SVA will not only make recommendations for interior finish materials, but will design and specify a wide-ranging furniture program that can be adapted to suit the differing needs of each library.

1. Cypress Library (Completed)
2. Rancho Santa Margarita Library (Completed)
3. Westminster Library (Completed)
4. Aliso Viejo Library (In Progress)
5. Dana Point Library (In Progress)
6. San Juan Capistrano Library (In Progress)

# RSCCD Various District-Wide Improvement Projects

ORANGE / SANTA ANA, CALIFORNIA



## Client:

Rancho Santiago CCD

## Reference:

Peter Lee  
Facilities Project Manager

8045 E Chapman Ave,  
Orange, CA 92869

E: Lee\_Peter@rsccd.edu  
T: 714.480.7529

## Key Personnel:

- Robert M. Simons - PIC
- Doug Brown - Sr. PM
- Daniel Ruiz - PM
- Mel Tan - PA
- Judy Cheng - Proj. Coord.

SVA is currently working with RSCCD on a variety of on-call projects at their various campuses. Projects include a building assessment, HVAC replacement, campus entry repairs and improvements, a theater lighting project, new shade structures, crosswalk improvements, and a new health clinic. SVA has worked on over 15 different projects for the District, which includes the following:

1. Campus Entrance Improvement at Santiago Canyon College
2. Campus Entrance Improvement at Santa Ana College
3. Russell Hall Replacement Secondary Effect Relocations at SAC
4. HVAC Replacement Project at the District Operations Center
5. Phillips Hall Theater Lighting Project at Santa Ana College
6. Building K Assessment
7. Parking Lot 2 Crosswalk Improvements at Santiago Canyon College
8. E. Chapman Entry Repairs at Santiago Canyon College
9. Building T Drainage at Santiago Canyon College
10. District Ops Center New Health Clinic at The District Operations Center
11. Child Development Center Shade Structure at Santa Ana College
12. Santa Ana College Building T-107 Manufacturing Tech Lab Assessment
13. Barrier Removal Lot 2 & 7 Crosswalk Repairs at Santiago Canyon College
14. Drone Program at Santa Ana College
15. Soccer Path of Travel at Santiago Canyon College

# IEHP Learning & Training Center Tenant Improvements

RANCHO CUCAMONGA, CALIFORNIA



## Client:

Inland Empire Health Plan

## Reference:

Briana Esparza  
Project Specialist

10801 6th St #120,  
Rancho Cucamonga, CA 91730

E: [esparzab@iehp.org](mailto:esparzab@iehp.org)  
T: 951.396.3100

## Key Personnel:

- Robert M. Simons - PIC
- Bill Koster - PM/PA
- Robert Puleo - Interiors
- Judy Cheng - Proj. Coord.

The project consists of 100,000 sq. ft. of office tenant improvements and 75,000 sq. ft. of exterior/landscaping renovations. The interior tenant improvements consisted of a center for learning and innovation, in addition to a wellness and workout room. IEHP's objective is to provide a dedicated space for non-department specific company training and development such as leadership trainings, provider meetings, certification programs, orientations, community meetings, retreats, and college course classes.

IEHP also promotes and encourages employee health and wellness education. To continue supporting this vision, the improvements also include a yoga studio, aerobic room, fitness equipment, shower facilities, and interior mile markers. The exterior tenant improvements included a campus courtyard circulation to combine the existing buildings and empire lakes. Amenities include outdoor meeting spaces, open amphitheater, garden scenes, shaded walking paths, and casual eating areas.

# West Basin Municipal Water District Edward C. Little Water Recycling Facility Renovation

EL SEGUNDO, CALIFORNIA



**Client:**  
West Basin Municipal Water District

**Reference:**  
Kevin Cullen  
Water Resources Engineer  
1935 S Hughes Way,  
El Segundo, CA 90245  
E: KevinC@westbasin.org  
T: 310.660.6259

**Key Personnel:**

- Robert M. Simons - PIC
- Mel Tan - PA
- Dean Hawkins - PM
- Robert Puleo - Interiors

The driving design theme behind the renovation of the West Basin Municipal Water District's Edward C. Little Water Recycling Facility and Visitor Center ("ECLWRF") was Education. The goal was to create a Visitor Center that educates the general public on the Water District's dynamic and vital role in the water cycle. The newly designed visitor center features an enlarged and remodeled public lobby space and a newly constructed conferencing center where interpretative exhibits and multimedia presentations educate visitors on the five "designer waters" the facility produces. The project also includes reconfiguration of the existing large conference room; construction of new large divisible meeting/conference room, enlarged public restrooms and outdoor seating areas, an expanded parking lot with electric vehicle charging stations, indigenous landscaping, and a full HVAC replacement.

# City of Cupertino Library Expansion

CUPERTINO, CALIFORNIA



**Client:**  
City of Cupertino

**Reference:**  
Roger Lee  
Director of Public Works  
10300 Torre Avenue  
Cupertino, CA 95014

E: rogerl@cupertino.org  
T: 408.777.3254

**Key Personnel:**

- Robert M. Simons - PIC
- Nathan Herrero - PM
- David Forman - QA/QC
- Robert Puleo - Interiors

The Cupertino Library expansion involves the demolition of the existing single-story 1,175 sq. ft. Children's Book Area and replacing it with a new two-story 5,626 sq. ft addition that connects to the existing Library structure. A new multipurpose Program Room houses a presentation space with a minimum of 130 seats as well as additional spillover seating. Space flexibility is achieved with rooms that can be divided and used for multiple programs simultaneously. Also included are a kitchenette, gender-neutral restrooms on each floor, as well as janitorial closets and general storage rooms.

The exterior and interior finishes are of high quality and durability, as well as being energy efficient and sustainable. The architecture of this addition is punctuated by the glass storefront façade on both the outside and courtyard side elevation, creating a transparent jewel box, which entices and welcomes visitors to explore this new space. This transparency also allows for a visual link from within the courtyard to the Memorial Grove outside and reinforcing the idea of connection between building and place. The architecture of this addition expands on the contemporary style of the existing library, by respecting its rhythm and cadence. In addition, the selection of the exterior finishes, highlight and accentuate this new building addition while still harmonizing into the existing library's texture and palette.

# City of Irvine Various On-Call Projects

IRVINE, CALIFORNIA



## Client:

City of Irvine

## Reference:

Scott Smith  
Deputy Director, Public Works

1 Civic Center Plaza,  
Irvine, CA 92606

E: [ssmith@cityofirvine.org](mailto:ssmith@cityofirvine.org)  
T: 949.724.7526

## Key Personnel:

- Robert M. Simons - PIC
- Doug Brown - PM
- Mel Tan - PA
- Robert Puleo - Interiors
- Judy Cheng - Proj. Coord.

SVA is currently working with the City of Irvine on various projects in their Great Park. Those projects include the following:

### 1. Maintenance & Operations Building

SVA is delivering the design for the new Maintenance Building. The new facility will feature office spaces, landscape mechanic shop, facility maintenance area, conference rooms, and storage.

### 2. Great Park Administration Building

A new administration building to be located near the Orange Balloon. The complex will contain Community Services, Public Safety, Building Maintenance, and Staff Operational Areas.

### 3. Public Safety Training Facility

SVA is developing a conceptual site plan and massing studies for the layout of a Public Safety Training Facility located in the Great Park of Irvine.

# County of Santa Clara Various On-Call Projects

SANTA CLARA, CALIFORNIA



## Client:

County of Santa Clara

## Reference:

Karl Bakke

Construction Project Manager

2310 N First St. Suite 200

San Jose, CA 95131

E: Karl.bakke@faf.sccgov.org

T: 408.993.4617

## Key Personnel:

- Robert M. Simons - PIC
- Nathan Herrero - PM
- Velma Anelo - PA
- Robert Puleo - Interiors

SVA is serving in an on-call capacity for various projects for the County of Santa Clara and its Parks and Recreation Department. The first project concerns the restroom renovation of three buildings, known respectively as “The Pavilion,” “Exposition Hall,” and “The Fiesta,” at the County Fairground. The scope of the project covers numerous modernizations and safety upgrades including modified slope entrances, new concrete walkways, drinking fountain replacements, new ADA door and wall signages, new doors, frames, and hardware, tile repair, and new paint.

SVA is working on three other projects with the County, which include a CASp report/ADA assessment for their fairground complex, and the Parkmoor Office Building Demolition.

# Lodi USD New Maintenance & Operation Facility

LODI, CALIFORNIA



## Client:

Lodi Unified School District

## Reference:

Mark Rosson  
Vice President

1305 E Vine St  
Lodi, CA 95240

E: mark@capitalpm.com  
T: 916.553.4400

The new Lodi USD Maintenance & Operations facility is a brand-new facility on 14 acres of district-owned land. The project was designed to consolidate maintenance and operations functions and free up space at campuses for program use, as well as provide much needed additional space for repair and work areas. The project includes a new 37,000 SF steel building which includes office space, vehicle and material storage areas, multiple workshops, and a complete auto repair facility for District vehicles. The site includes secured parking areas for District vehicles, outdoor storage yards for bulk groundskeeping materials. SVA programmed and design the project and created the bridging documents for design-build delivery by a team led by Diede Construction.

## Key Personnel:

- Nathan Herrero - PIC
- Christopher Bradley - PM
- David Forman - QA/QC

## ADDITIONAL RELEVANT EXPERIENCE EXAMPLES



### **Bell Gardens Ford Park Aquatics Center Replacement**

*Bell Gardens, CA*

SVA has been hired by the City of Bell Gardens to develop a replacement aquatics center for the public. The building interior will feature a new lobby entrance/reception, new staff offices, staff lounge/break room. The outdoor area is composed of four elements: a 50m x 25yd competition pool, a 1,000 sq. ft. therapy pool, a 6,000 sq. ft. recreation pool, and a picnic area that provides shaded lounging space and bench seating with storage underneath.



### **County of Los Angeles Quartz Hill Library**

*Quartz Hill, CA*

This LEED Gold certified library is a linear, one-story facility anchored by a metal canopy structure that runs north to south along the eastern façade. The simple organization of the design creates a harmonious balance between the central public gathering spaces (main lobby, customer service desk, community meeting room, and quiet study spaces). Eco-friendly features such as bioswales, drought-tolerant landscaping, and controlled interior lighting were used within this project.



### **City of Vernon Fire Station #1 Renovation**

*Vernon, CA*

This project is one in a series the City is undertaking to provide capital improvements to its fire stations. SVA renovated this fire station using Design-Build delivery. The project converted four existing double-occupancy rooms into one double-occupancy and six single-occupancy rooms. The large restroom/shower rooms were converted into two single-occupancy restroom/shower rooms with an additional bay storage area. The existing kitchen was also reconfigured.



### **County of Los Angeles La Puente Enhanced One-Stop Development Center**

*La Puente, CA*

The project involves the demolition of the existing facility and new construction of a 7,500 sq. ft building. The new facility will house staff offices, open workstations, conference rooms, and a staff lunch area. It will also include public queuing/waiting spaces, interactive application workstations, and public restrooms. The existing building will remain in operation until the new building is constructed.



### **City of Moreno Valley Civic Center Amphitheater**

*Moreno Valley, CA*

The new amphitheater provides seats in an open-air venue with an architectural style that responds to the adjacent civic center. The project is articulated by a translucent precast Kalwall band shell that focuses sound to the audience and, when lit up at night, serves as a glowing beacon of cultural activity. The ADA accessible stage features a large 9' x 16' LED screen that facilitates movie nights and serves as a backdrop for concert performances.



### **City of Westminster Civic Center Space Planning**

*Westminster, CA*

SVA has been retained by the City of Westminster to redesign the existing Public Safety building located in the heart of the Westminster Civic Center complex. This challenging assignment reimagines the office work areas of the building to creatively accommodate City Hall staff while sequestering secured police facilities. The goal of the project is to accommodate approximately 17,000 sq. ft. of workspace for City Hall staff within the confines of the existing spaces.

## ADDITIONAL RELEVANT EXPERIENCE EXAMPLES (CONTINUED)



### City of Fontana Civic Center Replacement

Fontana, CA

The existing one-story civic center will be demolished and will be replaced by a two-story municipal building with parking structure on the first level and office space on the second level. Each level will have a footprint of approximately 30,000 square feet with one vehicle entrance and exit located on Upland Ave. just west of Wheeler Ave. The City anticipates 65 parking spaces to be within the parking structure portion of the building.



### City of Santa Ana Newhope Library Renovation

Santa Ana, CA

SVA was recently selected to deliver the renovation of the Newhope Library. The team will explore options for expanding the media center/lab as well as modernizing the current large meeting room. Additional scope of work will comprise new carpet and hard flooring, a remodeled front desk area, window replacements, updated modern-looking facades, new roof, video surveillance, and ADA compliance.



### City of Thousand Oaks Kavli Theatre Renovation

Thousand Oaks, CA

SVA renovated the interior of the 2,000-seat Fred Kavli Theatre. Improvements to the auditorium include accent wall and walkway/stair lighting conversion to energy efficient LEDs, painting, and replacement of carpet, wall treatments, seating, and disabled access lift.



### LAC + USC Childcare Center

Los Angeles, CA

The site covers over 17,500 sq. ft. of vacant land in the middle of the larger medical center campus. The proposed project is to construct a new single-story child care facility of approximately 6,000 sq. ft. with an additional 6,000 sq. ft. of covered walkways to serve the needs of the LAC+USC Medical Center campus staff and the community.



### City of Moorpark City Hall Tenant Improvements

Moorpark, CA

These tenant improvements will consist of office space, meeting rooms, and other ancillary spaces for approximately 60 people. Additionally, the design will provide a new 100-seat city council chamber with an audio-video room and an overflow room, a new central records vault, storage, new signage, and landscaping.



### City of Norwalk City Hall Remodel

Norwalk, CA

This new tenant improvement to the existing City Hall Building included new offices for administration, engineering, planning, and support personnel. All of the offices were renovated with HVAC, data, and electrical updates.

## B. PROPOSED STAFFING & PROJECT ORGANIZATION



### TITLE

Partner & President

### EDUCATION

Bachelor of Architecture,  
California Polytechnic State  
University, San Luis Obispo

### REGISTERED ARCHITECT

C-18301

### PROFESSIONAL AFFILIATIONS

American Institute of Architects  
Coalition for Adequate School  
Housing  
California Parks and Recreation  
Society

### REFERENCES

- City of Irvine  
Scott Smith  
Deputy Director Public Works  
1 Civic Center Plaza,  
Irvine, CA 92606  
T: (949) 724-7526
- City of Moorpark  
Troy Brown  
City Manager  
799 Moorpark Ave.  
Moorpark, CA 93021  
T: (805) 517-6212



## ROBERT M. SIMONS, AIA

*Partner-In-Charge / Architect of Record*

Mr. Simons is the President of SVA and will serve as the Partner-In-Charge and Architect of Record for these projects. Mr. Simons has devoted his 38-year career to creating enduring, functional, and sustainable spaces. He believes that exceptional planning and architecture sets the foundation to improve cities and neighborhoods. His vision for creating spaces that enhance quality of life has resulted in an array of innovative developments and award-winning projects.

- **Orange County Public Works Various Projects (On-Call), Orange County, CA,** SVA has or is currently providing services for Orange County Public Works on seven different projects. The projects vary in scope from an amphitheater seating remodel to a park shelter replacement to a harbor revitalization master plan. These projects prioritize community needs and reflect SVA's commitment to enduring and healthy public spaces.
- **La Habra Civic Center, La Habra, CA,** The project relocated the existing civic center to a business complex, as it had outgrown its space over the years. The two-story office complex was fully converted to a new City Hall that houses administration, finance, community development, public works, and engineering, along with a Post Office and an art museum.
- **County of Los Angeles La Puente Enhanced One-Stop Development Center Project, La Puente, CA,** The new project, located on a 32,752 square-foot site, will include the construction of a new facility and demolition of the existing facility and a surface parking lot. The new building is a 7,500 square-foot, one-story building providing public services, public restrooms, meeting space, shared County space, and storage space.
- **Lodi USD New Maintenance & Operation Facility, Lodi, CA,** The project consists of the design-build construction of a new Maintenance & Operations Facility for Lodi Unified School district on 14 acres. The project features a new 37,000 sq. ft. manufactured steel building and the development of all associated site structures including driveways, parking, site walls, fencing, and stormwater facilities.
- **City of Moorpark City Hall Tenant Improvements, Moorpark, CA,** These tenant improvements will consist of office space, meeting rooms, and other ancillary spaces for approximately 60 people. Additionally, the design will provide a new 100-seat city council chamber with an audio-video room and an overflow room, a new central records vault, storage, new signage, and landscaping.
- **West Basin Municipal Water District Edward C. Little Water Recycling Facility & Visitor Center Renovation (ECLWRF), El Segundo, CA,** The project includes reconfiguration of the existing large conference room; construction of new large divisible meeting/conference room, restrooms, and storage rooms; remodeling of the reception and front office space area; and relocation of the control room. It also includes a multipurpose visitor center/exhibit room that includes interpretive exhibits.



## **DOUG BROWN, ARCHITECT, NCARB**

*Senior Project Manager*

Mr. Brown will serve as Senior Project Manager and brings over 20 years of experience and skill in architectural design, project management, and the construction process to these projects for the City. He has extensive experience with a variety of architectural assignments, ranging from Civic facilities and learning centers to other public projects. He will be responsible for managing schedules and budgets and will coordinate the design development, construction documentation, and construction administration.

### **TITLE**

Senior Associate Partner

### **EDUCATION**

Master of Architecture, Arizona State University

Bachelor of Architecture,  
Arizona State University

### **REGISTERED ARCHITECT**

C-30818

### **PROFESSIONAL AFFILIATIONS**

National Council of Architectural  
Registration Boards

### **REFERENCES**

- City of La Habra  
Roy Ramsland  
Planning Manager  
201 E La Habra Blvd,  
La Habra, CA 90631  
T: (562) 383-4100
- Orange County  
Public Libraries  
Cecelia Varela  
Manager  
601 N Ross St  
Santa Ana, CA 92701  
T: (949) 266-7286



- **City of Irvine Great Park Administrative Building, Irvine, CA**, The new 28,000 sq. ft Great Park Administration Building will be located near the Orange Balloon. The complex contains the following functions: Community Services, Public Safety, Building Maintenance, and Staff Operational Areas. The overall project also includes a parking lot and significant amount of site work totaling close to four acres.
- **County of Los Angeles La Puente Enhanced One-Stop Development Center, La Puente, CA**, The new building is 7,500 sq. ft., with public queuing/waiting spaces, interactive application workstations, and public restrooms. It will also include staff offices, open workstations, conference rooms, and a staff lunch area.
- **City of La Habra Civic Center, La Habra, CA**, The project relocated the existing civic center to a business complex as it had outgrown its space over the years. The two-story office complex was fully converted to a new City Hall which houses administration, finance, community development, public works, and engineering, along with a Post Office and an art museum.
- **Orange County Public Library Renovations, Orange County, CA**, Our team is currently working on the following four libraries to bring each of them up to today's standards with 21st century technology features; the renovations will provide each facility with a modern look and the design will be more responsive to emerging programs to serve all patrons, young and old.
- **Orange County Public Works Various On-Call Projects, Orange County, CA**, SVA is currently providing services for eight of OCPW's projects, among which are a park shelter replacement, an amphitheater remodel, multiple library modernizations and furniture specifications for all branches, juvenile hall security camera upgrade and the master plan for the Dana Point Harbor revitalization.
- **City of Irvine Maintenance & Operations Building, Irvine, CA**, As part of our ongoing relationship with the City, SVA is delivering the design for the new Maintenance Building. The new facility will feature office spaces, landscape mechanic shop, facility maintenance area, community service area, conference rooms, restrooms, and storage.
- **City of Irvine Public Safety Training Facility, Irvine, CA**, As part of our ongoing relationship with the City of Irvine, SVA is developing a conceptual site plan and massing studies for the layout of a Public Safety Training Facility located in the Great Park of Irvine. The design will accommodate three key programs: Emergency Management Division, Training Division and its Support Facilities, and Emergency Vehicle Operations Course (EVOC) & Vehicle Training.



## MEL TAN, ARCHITECT

*Project Architect / Senior Designer*

Mr. Tan will be the Project Architect and Senior Designer for the City's assignments. He has been responsible for master planning, conceptual design solutions and crafting the vision of the firm's various projects throughout California. With over 30 years of professional experience, Mr. Tan has been the planner and designer for projects ranging from private to public with a variety of mixed-use developments in between.

### TITLE

Senior Associate Partner

### EDUCATION

Bachelor of Architecture,  
California Polytechnic State  
University, Pomona

Architecture & Planning  
Certificate, University of  
Copenhagen, Denmark

### REGISTERED ARCHITECT

C-18828

### REFERENCES

- West Basin MWD  
Kevin Cullen  
Resources Engineer  
1935 S Hughes Way, El  
Segundo, CA 90245  
T: (310) 713-7796
- City of Moreno Valley  
Patti Solano  
Parks & Community  
Service Director  
25180 Santiago Dr,  
Moreno Valley, CA 92551  
T: (951) 413-3280



**ARCHITECTS**

- **West Basin Municipal Water District Edward C. Little Water Recycling Facility Visitor Center Renovation and Expansion, El Segundo, CA,** The project includes reconfiguration of the existing large conference room; construction of a new large divisible meeting/conference room, restrooms and storage rooms; remodeling of the reception and front office space area; and relocation of the control room. It also includes a multipurpose visitor center/exhibit room with interpretive exhibits.
- **City of Irvine Great Park Administrative Building, Irvine, CA,** The new 28,000 sq. ft Great Park Administration Building will be located near the Orange Balloon. The complex contains the following functions: Community Services, Public Safety, Building Maintenance, and Staff Operational Areas. The overall project also includes a parking lot and significant amount of site work totaling close to four acres.
- **City of Moreno Valley Civic Center Amphitheater, Moreno Valley, CA,** The new 500-600 seat theater is anticipated to host 75-100 events a year and will serve as the city's premier performance venue. The project is articulated by a translucent precast Kalwall band shell that focuses sound to the audience and, when lit up at night, serves as a glowing beacon of cultural activity.
- **City of Riverside La Sierra Senior Center, Riverside, CA,** This state-of-the-art facility is designed to function as an active senior community clubhouse as well as a facility for various community activities. There is a 5,350 sq. ft. banquet hall with a stage that also features a full kitchen to accommodate the senior nutrition program.
- **City of Beaumont Civic Center Master Plan, Beaumont, CA,** SVA is currently assessing the City Hall Building, Police Department Building, Transit Building, Animal Shelter, Building E, Two Modular Buildings and Building F. SVA will also provide conceptual design renderings to beautify the street spaces in the Downtown area nearby the Civic Center.
- **City of Riverside Arlanza Library, Riverside, CA,** At the core of this 10,000 sq. ft. library is a public computer center, which provides internet and software access for the city's residents. The facility also provides educational support with homework literacy centers and a children's book collection.
- **City of Temecula Margarita Recreation Center, Temecula, CA,** The new 8,500 sq. ft. new recreation center includes a multipurpose room, dance/fitness room, classroom, kitchen, separate main and pool offices, restrooms with showers and changing areas, family restrooms and storage. It also includes an outdoor 25-yard pool with a zero-depth entry and diving board.



## **ROBERT PULEO, ASSOC. IIDA**

*Director of Interiors*

Mr. Puleo will provide his expertise as programmer and community outreach planner for these projects. He has over 30 years of professional experience in functional space planning, overall facility utilization and layout studies, interior design, and project management. With his background ranging from civic projects to public facilities, he is accomplished in building requirements programming, existing facility evaluation studies, building renovation and relocation, floor area analysis, and space layout.

### **TITLE**

Director of Interiors

### **EDUCATION**

Bachelor of Architecture,  
University of Arizona

### **PROFESSIONAL AFFILIATIONS**

International Interior Design  
Association

### **REFERENCES**

- City of Thousand Oaks  
Elizabeth Perez  
Facilities Manager  
2100 E Thousand Oaks Blvd,  
Thousand Oaks, CA 91362  
T: (805) 449-2225
- City of Westminster  
Alexa Smittle  
Community  
Development Director  
8200 Westminster Blvd.,  
Westminster, CA 92683  
T: (714) 548-3674



- **City of Westminster Civic Center Space Planning, Westminster, CA,** The goal of the project is to accommodate approximately 17,000 sq. ft. of workspace for City Hall staff within the confines of the existing underutilized spaces of the Public Safety department and transform the building into a new combined City Hall/Public Safety facility.
- **City of La Habra Civic Center, La Habra, CA,** The project relocated the existing civic center to a business complex as it had outgrown its space over the years. The two-story office complex was fully converted to a new City Hall which houses administration, finance, community development, public works, and engineering, along with a Post Office and an art museum.
- **Inland Empire Health Plan Learning & Fitness Center Tenant Improvements Rancho Cucamonga, CA,** The project consists of over 100,000 sq. ft. of office tenant improvements and 75,000 sq. ft. of exterior/landscaping renovations. The interior tenant improvements consist of a center for learning and innovation, in addition to a wellness and workout room.
- **City of Norwalk City Hall Remodel, Norwalk, CA,** This new tenant improvement to the existing City Hall Building included new offices for administration, engineering, planning, and support personnel. All of the offices were renovated with HVAC, data, and electrical updates.
- **Kettler Education Center, Huntington Beach, CA,** SVA worked closely with the district to ensure the successful conversion of the elementary school into a modern business facility, providing new offices, meeting rooms, as well as curriculum lab and new landscaping and hardscaping.
- **Department of Public Social Services, El Monte, CA,** This project is home to 600 employees who administer public outreach programs and provide counseling for families. The lower floors of the building have been designed to house the public functions for reception, interviewing, and development skills training; the upper floors accommodate administrative and private counseling requirements with multiple office functions and systems.
- **City of Fontana Civic Center Replacement, Fontana, CA,** The existing one-story civic center will be demolished and will be replaced by a two-story municipal building with parking structure on the first level and office space on the second level. Each level will have a footprint of approximately 30,000 square feet with one vehicle entrance and exit located on Upland Ave. just west of Wheeler Ave. The City anticipates 65 parking spaces to be within the parking structure portion of the building. The intent of the building is to serve as office space for city staff as well as both public and employee parking for the civic campus.

## ADDITIONAL SVA TEAM MEMBERS

Below are additional SVA project team members that will assist the key project team on the City's assignments.



### DANIEL RUIZ

Job Captain

Mr. Ruiz will be the assigned Job Captain for the projects and services. He has worked on a variety of civic, educational, multi-family, and mixed-use developments. His responsibilities will include supporting all aspects of project document development and coordinating with all project team members to maintain the quality of the work product within the established project schedule. He received his Bachelor of Architecture from the University of Southern California.



### DAVID FORMAN, AIA, License: C-16831

Director of Quality Assurance & Quality Control

Mr. Forman will be in charge of Quality Assurance/Quality Control and will provide a fresh set of eyes to both architectural and engineering drawings. Mr. Forman has proven himself to be a versatile architect particularly knowledgeable in technical and design areas. He will define and manage the QA / QC procedures, manage risk analysis and resource planning, and take an active role in process inspection and improvement. He received his Bachelor of Architecture from California State Polytechnic University, Pomona.



### JUDY CHENG, MBA, LEED AP

Principal I Project Coordinator

Ms. Cheng is one of the Principals at SVA and will be the Project Coordinator assigned to these projects. She has been involved with various public and institutional projects, including the firm's current work for West Basin Municipal Water District and Inland Empire Health Plan Tenant Improvement. She received her Bachelor of Architecture from the University of Southern California and a Master's in Business Administration from the University of California, Irvine.



I highly value SVA's cooperativeness and responsiveness during the design and construction phase of this very challenging project. They have worked successfully with the Port staff and the project contractor to control costs, comply with schedules, and integrate a sustainable design into this project.



**Mort Rowghani**

Harbor Engineer/Chief Program Manager  
*Port of Los Angeles Police Headquarters*



I have found SVA and their staff to be cooperative, responsive, and comprehensive in their work. I appreciate their ability to help guide the project's programming and construction, providing solutions that have saved the District precious dollars without sacrificing quality.



**Richard Gonzales**

Project Manager  
*City of Riverside*



It became apparent to me from our initial meetings that the SVA team was committed to taking our conceptual desires for this facility and translating them into a realistic, functional design... Overall, it was a pleasure to work alongside the SVA team and I am pleased to share the design has surpassed our expectations.



**Robert Simmons**

Emergency Management Administrator  
*City of Irvine*

# PROFESSIONAL CREDENTIALS OF STAFF

Below are copies of California Architect licenses for our key staff.

STATE OF CALIFORNIA  
**dca**  
DEPARTMENT OF CONSUMER AFFAIRS


CALIFORNIA ARCHITECTS BOARD  
2420 DEL PASO ROAD, SUITE 105  
SACRAMENTO, CA 95834  
916 574-7220

Renewal License  
**ARCHITECT**

LICENSE NO. C 18301  
RECEIPT NO. 03282001

VALID UNTIL JANUARY 31, 2023

ROBERT MARK SIMONS



In accordance with the Provision of Section 5500 of the Business and Professions Code, the individual named hereon is licensed as an Architect and is subject to the rules and regulations of the California Architects Board.

11/23/20  
11/23/20

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WAEC 12/31/07

STATE OF CALIFORNIA  
**dca**  
DEPARTMENT OF CONSUMER AFFAIRS


CALIFORNIA ARCHITECTS BOARD  
2420 DEL PASO ROAD, SUITE 105  
SACRAMENTO, CA 95834  
916 574-7220

Renewal License  
**ARCHITECT**

LICENSE NO. C 30818  
RECEIPT NO. 13080133

VALID UNTIL OCTOBER 31, 2023

DOUGLAS BROWN



In accordance with the Provision of Section 5500 of the Business and Professions Code, the individual named hereon is licensed as an Architect and is subject to the rules and regulations of the California Architects Board.

11/08/21  
11/08/21

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WAEC 12/31/07

STATE OF CALIFORNIA  
**dca**  
DEPARTMENT OF CONSUMER AFFAIRS

CALIFORNIA ARCHITECTS BOARD  
2420 DEL PASO ROAD, SUITE 105  
SACRAMENTO, CA 95834  
916 574-7220

Renewal License  
**ARCHITECT**

LICENSE NO. C 18828  
RECEIPT NO. 00066808

VALID UNTIL JANUARY 31, 2023

MELVYN ANDRE TAN



In accordance with the Provision of Section 5500 of the Business and Professions Code, the individual named hereon is licensed as an Architect and is subject to the rules and regulations of the California Architects Board.

'04/21  
'04/21

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WAEC 12/31/07

\*Addresses have been redacted for privacy.

## PROJECT TEAM AVAILABILITY

SVA currently has approximately 30% of our workload in the design phase, with the remaining in the construction document phase or under construction. While the firm has many projects both kicking off and closing out, this workload will not overshadow our commitment to deliver quality and responsiveness to the City’s projects.

Below are the current commitments for our project team members.

Key Team Member & Role	Years with Firm	Current Commitments & Completion Date
<b>Robert M. Simons</b> (Partner-In-Charge/ Architect of Record)	19	Mr. Simons oversees all of SVA’s educational projects. (Ongoing)
<b>Doug Brown</b> (Sr. Project Manager)	16	<ul style="list-style-type: none"> <li>• City of Moorpark City Hall Tenant Improvements (2023)</li> <li>• Irvine Valley College Carport Canopies (2022)</li> <li>• Bell Gardens Ford Park Aquatics Center Replacement (2023)</li> <li>• Rancho Santiago CCD Various Projects (Ongoing)</li> <li>• OC Public Libraries Various Projects &amp; Remodels (Ongoing)</li> <li>• City of Irvine Public Safety Training Facility (2023)</li> </ul>
<b>Mel Tan</b> (Project Architect/ Senior Designer)	17	<ul style="list-style-type: none"> <li>• Santa Ana College Temporary Village Phase 5 (2022)</li> <li>• Santa Monica College Various Improvement Projects (2023)</li> <li>• Fontana USD Building L Replacement (2023)</li> </ul>
<b>Robert Puleo</b> (Interiors Director)	16	<ul style="list-style-type: none"> <li>• Aliso Viejo Library Renovation (2023)</li> <li>• Dana Point Library Renovation (2023)</li> <li>• City of Norwalk City Hall Remodel (2023)</li> </ul>
<b>Daniel Ruiz</b> (Job Captain)	9	<ul style="list-style-type: none"> <li>• Santiago Canyon College Parking Lot 2 Crosswalk Improvements (2022)</li> <li>• Bell Gardens Ford Park Aquatics Center Replacement (2023)</li> <li>• OCPW Orange County Public Works Various Projects (On-Call) (Ongoing)</li> </ul>
<b>David Forman</b> (QA/QC Director)	8	<ul style="list-style-type: none"> <li>• NOCCCD First Floor Water Intrusion Remediation at Anaheim Campus (2023)</li> <li>• NOCCCD Anaheim Campus Swing Space Interim Housing (2023)</li> <li>• South Pasadena USD Modular Classroom Additions (2023)</li> </ul>
<b>Judy Cheng</b> (Project Coordinator)	19	<ul style="list-style-type: none"> <li>• City of Fontana City Hall Renovation (2023)</li> <li>• OCPW Various On-Call Assignments (Ongoing)</li> <li>• Oceanside USD Various Upgrades (2023)</li> </ul>

## COMMITMENT TO THE CITY OF LA HABRA

Key personnel will be available to the extent proposed for the duration of the projects. SVA acknowledges that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

## PROPOSED SUB-CONSULTANTS

SVA has enjoyed successful working relationships with many qualified consultants and we have selected the team members that meet your project objectives. We are confident in their design and technical expertise, and they have proven to be effective partners who share our commitment to client service. Below are our proposed consultants for the City's projects.



2151 Michelson Drive, Suite 240,  
Irvine, CA 92612  
T: 949.679.0870  
www.vcaeng.com

### VCA ENGINEERS CIVIL & STRUCTURAL ENGINEERS

**VCA Engineers, Inc.** is a client-focused, service-oriented civil and structural engineering firm with two offices, City of Alhambra and Irvine, in California. With over thirty employees, VCA Engineers, Inc. engages in a wide variety of engineering designs and services involving private and public land development, facility engineering, transportation engineering, and topographical engineering.



15231 Laguna Canyon Road  
Ste 100, Irvine, CA 92618  
T: 949.751.5800  
www.tk1sc.com

### TK1SC MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS

The **tk1sc** team is committed to bringing the highest quality results to every project. Our collaborative approach that draws on over 45 years of industry experience is what sets us apart. tk1sc delivers progressive, balanced, and technically sound results through a unique focus on service and communication. Carefully understanding each project's goals and needs results in architecturally pleasing, sustainable, and functional solutions for the lifetime of a project.



31591 Camino Capistrano, San Juan  
Capistrano, CA 92675  
T: 949.493.2600  
www.rjmdesigngroup.com

### RJM DESIGN GROUP, INC. LANDSCAPE ARCHITECT

**RJM Design Group** is a multi-disciplinary planning and landscape architectural design firm committed to serving the needs of public agencies and organizations throughout the West. Our designs evolve from a careful evaluation of program, site character, community needs, sustainability, budget, maintenance and safety.



9700 Business Park Dr, Ste 102,  
Sacramento, CA 95827  
T: 916.925.4000  
www.sierrawestgroup.com

### SIERRA WEST CONSULTING GROUP, INC. COST ESTIMATOR

The **Sierra West Group** is the leading cost estimating firm in the western United States and at the forefront of current developments in the construction industry. This position has been achieved by working as a key consultant on many landmark projects and by providing superior performance and research on the latest construction technologies. SWG has over two decades of experience establishing realistic, accurate and complete construction cost estimates and budget preparation – for any size project or scope.

**VIRGIL C. AOANAN, PE, SE, QSD**

Principal



**EDUCATION:**

B.S. Civil Engineering/1979 University of Hawaii

**REGISTRATION:**

- 1983 Civil Engineer, California No. 36079
- 1994 Structural Engineer, California No. 3903
- 1990 Professional Engineer, New York No. 067561
- 1994 Civil and Structural Engineer, Washington No. 23349
- 2012 CASQA Qualified SWPPP Developer and Practitioner (QSD and QSP)

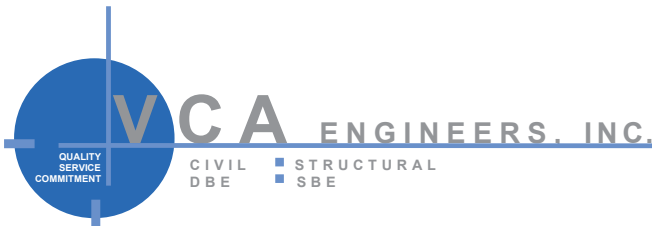
**SUMMARY:**

Mr. Aoanan has over thirty-five years of hands-on experience in civil and structural engineering related to planning, design, management, and construction of aviation, commercial, education, healthcare, housing industrial, institutional, military, municipal, recreation and transportation facilities. He has prepared and executed engineering construction documents (plans, specifications, calculations, requisitions, contracts) in multiple capacities as project manager, project engineer, lead engineer, design engineer, and construction engineer in both the civil and structural disciplines. As a **Civil Engineer**, Mr. Aoanan is intimately familiar with design issues related to: site development, site and facility condition assessments, public works improvements (B-Permits) storm wet utility design and capacity studies (sanitary sewer, potable and fire water), water management (LID, SWPPP, SUSMP), grading and earthwork calculations, site sustainable design (LEEDS, CHPS), site infrastructure design, capital improvement programming, roadway and streetscapes geometrics, composite utilities coordination and right of way, onsite traffic/parking circulation and analysis, hydrology and hydraulics studies and design, ADA path of travel requirements. In addition, Mr. Aoanan has also extensive design experience not only in on-site improvements as described above but also in off-site improvements involving municipal and jurisdictional interfaces such as the City of Los Angeles B-Permit, California State Water Resources Control Board, California Coastal Commission or similar requirements. As a **Structural Engineer**, he directly managed and participated in the structural analysis, design, and construction of various types of buildings and structures, new, renovated, and/or seismically retrofitted. These building types and structures include reinforced concrete (cast in place and tilt-up), masonry, wood, and steel.

**PROFESSIONAL EXPERIENCE – PROJECT LIST:**

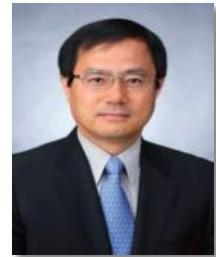
Mr. Aoanan served as Project Manager or Lead Civil Engineer for the following projects:

- City of Cypress, Cypress Branch Library ADA Site Improvements – *Cypress, CA*
- City of Dana Point, Dana Point Library ADA Site Improvements – *Dana Point, CA*
- City of Hawaiian Gardens, Public Library and Public Safety Center, ADA Sidewalk Improvements – *Hawaiian Gardens, CA*
- City of Los Angeles, Northeast Police Station New Parking Structure – *Los Angeles, CA*
- City of Los Angeles, Parker Center Building Site Demolition and Stacking Plan – *Los Angeles, CA*
- City of Los Angeles, Pio Pico Library & Pocket Park ADA Site Improvements – *Los Angeles, CA*
- City of Los Angeles, City Terrace Library ADA Site Improvements – *Los Angeles, CA*
- City of Los Angeles, Los Angeles Street Civic Building Site Improvements – *Los Angeles, CA*
- City of Los Angeles, Lincoln Heights Jail Adaptive Re-Use Study – *Los Angeles, CA*
- City of Westminster, Westminster Branch Library ADA Site Improvements – *Westminster, CA*
- County of Los Angeles, New Quartz Hill Public Library – *Quartz Hill, CA*
- County of Los Angeles, New Manhattan Beach Library – *Manhattan Beach, CA*
- County of San Bernardino, San Bernardino County Law Library Seismic Retrofit and Tenant Improvements – *Rancho Cucamonga, CA*



**YOUNG NAM, P.E., S.E.**  
Principal

**Mr. Young Nam** is a licensed professional engineer in California and a licensed structural engineer in California. For over 32 years, **Mr. Nam** has designed and directed large and complex projects including new construction, historic renovations, additions, and seismic upgrades and retrofits. He has been Project Manager and Project Principal on a variety of projects including education, commercial, high-rise, healthcare, cultural, and sports. He also specializes in the seismic upgrade and retrofit of a variety of structures. **Mr. Nam** is an active member of Structural Engineers Association of Southern California (SEAOSC), International Code Council (ICC), American Concrete Institute (ACI), American Institute of Steel Construction (AISC), Collaborative for High Performance Schools, Inc. (CHPS), and Asian American Architects and Engineers Association (AAAEA).



**REGISTRATION:**

1992 Civil Engineer, California No. C49470

1996 Structural Engineer, California No. S4029

2004 Certified DSA Structural Plan Reviewer

2006 Registered California Emergency Management Agency Safety Assessment Program Evaluator

**EDUCATION:**

Graduate Study (PhD Candidate) Structural Engineering | 1985-1988 University of California, Irvine

Master of Science in Structural Engineering | 1985 South Dakota State University

B.S. Civil and Structural Engineering | 1983 Han Yang University

**PROFESSIONAL EXPERIENCE:**

**Mr. Nam** served as a Principal or Lead Structural Engineer for the following projects:

- Edward C. Little Water Recycling Facility Visitor Center Renovation, *El Segundo, CA*
- La Habra City Hall, Structural Engineering Services for Retrofit/ Remodeling, *La Habra, CA*
- San Marino City Hall, Remodel and Seismic Retrofit, *San Marino, CA*
- Public Library, Remodel and Seismic Retrofit, *Beaumont, CA*
- City Law Library, Remodel and Seismic Retrofit, *San Bernardino, CA*
- Mile Square Park, Replacement of Shelters, *Fountain Valley, CA*
- Central RC Pool and Bathhouse Renovation, *Los Angeles, CA*
- Granada Hills Pool, Structural Design for renovation of pool/bathhouse, *Los Angeles, CA*
- Griffith Park Horticultural Learning Center Renovation, *Los Angeles, CA*
- Highland Park Jr. Arts Center, Structural Engineering Design including Seismic Upgrades, *Los Angeles, CA*
- Madrona Marsh Nature Center Renovation, *Torrance, CA*
- Laguna Woods Performing Arts Center Renovation, Assessment and Renovation, *Laguna woods, CA*
- Riverside County Fire Department, Perris Fire Administration Building, *T.I. Perris, CA*
- Murdy Fire Station, Structural Design Services for Tenant Improvement, *Huntington Beach, CA*
- Los Angeles Union Station Forecourt & Esplanade Improvements, *Los Angeles, CA*

# ROGER CARTER, PE, LEED AP, CxA

Partner



## profile.

Roger has over 30 years of experience in consulting engineering including 10 years of practicing experience in the consulting engineering field in Australia and England. This unique background has resulted in creative and resourceful solutions on many of our significant projects.

In over 25 years with the firm, Roger has been involved in major healthcare projects that include patient towers, ORs, EDs, central plants, infrastructure upgrades, women's health, behavioral health, and senior-assisted living. As a LEED Accredited Professional, he has been able to bring sustainable expertise to many of the large projects he has been involved with.

### education.

Wembley College  
 - BA Diploma in Mechanical Engineering

### license / registration.

Professional Engineer - CA  
 ACG Certified Commissioning Authority  
 LEED Accredited Professional

### affiliations

- American Society of Heating, Ventilation and Air Conditioning

## project experience.

**Metropolitan Transit Authority Headquarters Tower at Union Station** (Los Angeles, CA) - Roger served as the mechanical lead for this build-to-suit, 28-story high rise office building above 4 levels of subterranean parking that consolidated all Los Angeles Metropolitan Transit Authority (MTA) functions to a single building. Project included office space, data center, retail, child care and food service facilities and is sighted at the Union Station Gateway Center Transportation Hub. Related projects included the East Portal, a six-story mechanically ventilated atrium structure linking Union Station to the Gateway Center Bus Plaza, Subterranean parking and subway. Total square footage 650,000 with a 90,000,000 construction cost.

**Metropolitan Water District Headquarters Tower** (Los Angeles, CA) - Roger was the mechanical engineer of record for the 50,000 square foot Metropolitan Water District Tower project. This effort features a six-story building connected to a 12-story high rise tower over two levels of subterranean parking. Maintenance facilities for MWD's vehicles are on-site in the parking facility. The facility was constructed adjacent to the City's main transportation hub, the project is connected to Union Station by a large outdoor plaza.

**Ronald Reagan Federal Building and United States Courthouse** (Santa Ana, CA) - This 600,000 square foot Federal Building and United States Courthouse is the centerpiece of revitalization in the downtown Santa Ana area. Roger was the mechanical lead for the project that included 14 courtrooms for United States Bankruptcy Court, United States District Court and Special Proceedings Courts. Mechanical and plumbing systems were designed to General Services Administration (GSA) Guidelines including U.S. Attorneys offices, U.S. Marshall holding cell areas and subterranean parking areas. Mechanical design features include; Central chilled and hot water plant located on roof, Floor by floor variable volume air handling systems with economizers, ventilated sally port and subterranean secure parking.

# RAY SWARTZ, PE, MIES, LEED AP

Partner



## education.

University of California, Riverside  
- BS Physics

## license / registration.

Professional Engineer - CA

## affiliations

- American Institute of Architects -  
Orange County Chapter  
- Society of American Military  
Engineers  
- Illuminating Engineering Society of  
North America

## profile.

Ray Swartz's responsibilities include being involved in all aspects of design operations and production activities for the firm's complete range of electrical engineering/design services. Ray acts as the Principal in Charge, as well as the project's Electrical Engineer of Record for all projects with which he is involved. His day-to-day involvement with each project ensures a coordinated quality design that will result in a highly successful end product. Ray also specializes in architectural lighting design/consulting and has been responsible for innovative and creative lighting designs that have enhanced the utility, comfort, and grace of numerous architectural and landscape projects.

## project experience.

**San Bernardino High Desert Government Center** (Hesperia, CA) - Ray served as the Electrical Project Executive for this 66,100 square foot, two-story county LEED Gold Certified government building and emergency operations center (PSOC). The building houses branches of the county clerk, recorder, assessor, code enforcement, environmental health, public works, planning, building and safety, fire and veterans' affairs agencies. Construction cost approximately \$20 million dollars.

**Hesperia Government Center/Police Department** (Hesperia, CA) - Ray worked with the electrical team on the design and build of this two-story 40,000 square foot Law Enforcement Facility. The new municipal government center includes a 45,000 square foot City Hall building, 20,000 square foot library building and a 40,000 square foot Police Station Facility. This project is LEED Gold Certified with

a construction cost of approximately \$71.7 million.

**US Federal Bankruptcy Court / Stanislaus County DA Office** (Modesto, CA) - Ray led electrical efforts on this new new-story, 78,000 square foot building with an adjacent six-level/ 600 car parking structure. The project was designed to GSA standards and houses the local US Trustees Court as well as the Stanislaus County District Attorney's office.

**Riverside County Law Building** (Indio, CA) - 90,000 square foot office building housing the Indio branch of the Riverside County Law Library and offices for the district attorney, public defender and county counsel. This building achieved LEED Platinum Certification.

**Chino Hill Government Center** (Chino Hills, CA) - Ray collaborated with the electrical team as the project lead for this new 128,000 total square foot city government facility in four separate buildings; City Hall, Fire Administration, Sheriff Facility, and County Library. The Sheriff's Facility was designed to meet the required essential facility standards.



## Larry P. Ryan PLA, ASLA

Principal-in-Charge

RJM Design Group, Inc.

Larry Ryan's passion for creating meaningful public spaces for people to enjoy led him to co-found RJM Design Group over 30 years ago. The long-term relationships that he develops and maintains with clients, spans decades. He has worked with numerous communities throughout California and Nevada, where his project involvement encompasses all phases of development, including the provision of On-Call Landscape Architecture Services for our municipal clients.

### Licenses

- Landscape Architect / CA 2502 / AZ 25241 / NV 366

### Education

- Bachelor of Science, Landscape Architecture, Polytechnic State University, Pomona, CA

### Parks

- Grant Howald Park, Newport Beach, CA
- Bonita Creek Park Renovation, Newport Beach, CA
- Mariners Park Renovation, Newport Beach, CA
- Alicia Park, Mission Viejo, CA
- Aurora Park, Mission Viejo, CA
- College Park, Oxnard, CA
- Cesar E. Chavez Park, Long Beach, CA
- Chiquita Ridge Sports Park, Rancho Santa Margarita, CA
- Colonel Bill Barber Marine Corps Memorial Park, Irvine, CA
- Santa Clarita Sports Park, Santa Clarita, CA

### Aquatics Facilities

- Marguerite Aquatic and Tennis Center, Mission Viejo, CA
- Morgan Hill Aquatics Complex, Morgan Hill, CA
- Norwalk Aquatic Pavilion, Norwalk, CA
- Temecula Community Recreation Center, Rancho California Sports Park, Temecula, CA
- The Cove Waterpark, Riverside County Parks District, CA
- Tri-City Park, Placentia, CA

### Sports Facilities

- Chino Hills Community Park, Chino Hills, CA
- College Park, Oxnard, CA
- Lake Forest Sports Park, Lake Forest, CA
- Long Beach Sports Park, Long Beach, CA
- Patricia H. Birdsall Sports Park, Temecula, CA
- Quakes Stadium, Rancho Cucamonga, CA
- Santa Clarita Skate Park, Santa Clarita, CA
- Santa Clarita Sports Complex, Santa Clarita, CA
- Youth Athletic Park, Mission Viejo, CA
- Ruben E. Ayala Park, Chino, CA
- Encinitas Community Park, Encinitas, CA
- Whispering Lakes/Ontario Sports Park, Ontario, CA

### On-Call Design Services

- On-Call Design Services, City of Aliso Viejo, CA
- On-Call Design Services, City of Chino Hills, CA
- On-Call Design Services, City of Fresno, CA
- On-Call Design Services, City of Huntington Beach, CA
- On-Call Design Services, City of Laguna Niguel, CA
- On-Call Design Services, City of Lake Forest, CA
- On-Call Design Services, City of Long Beach, CA
- On-Call Design Services, City of Mission Viejo, CA
- On-Call Design Services, City of Newport Beach, CA

### Professional Affiliations

- California Association of Recreation and Park Districts
- California Parks and Recreation Society
- California Association of Park & Recreation, Commissioner & Board Member
- League of California Cities
- National Recreation and Parks Association








## JOHN L. MORENO

Chief Estimator, Vice President

### PROFILE

 (916) 925.4000

 jlmoreno@sierrawestgroup.com

 9700 Business Park Drive #102  
 Sacramento, CA 95827

### EDUCATION

- AA-Construction- Butte Community College, Chico, CA
- RS Means- Electrical Estimating
- RS Means- Mechanical Estimating
- CSUS & ARC-Estimating

### AFFILIATIONS

Association of Professional Estimators- (ASPE)  
 Construction Specifications Institute- (CSI)  
 Association of General Contractors- (AGC)

### PROFILE

Mr. Moreno offers a diverse range of construction expertise. He brings with him over 23 years of experience in construction and estimating. Specializing in mechanical and electrical work, his participation ranges from the conceptual planning phase through design and final construction. With an extensive knowledge base, Mr. Moreno has a proven record and is known for his ability to work with clients to produce quality results.

### PROJECT ROLE

John Moreno leads the cost estimating efforts for Sierra West Consulting Group, Inc. He works closely with the entire team through each phase of the project to provide a series of successively refined estimates as the project scope is clarified to assure that the project remains within the budget parameters.

### PROJECT EXPERIENCE

- Pio Pico Adobe Restoration, Whittier, CA
- Calaveras County, New San Andreas Courthouse, San Andreas, CA
- Monte Vista Water District, Montclair, CA
- County of San Joaquin New Stockton Courthouse, Merced, CA
- Crystal Cove, Laguna Beach, CA
- City of Fairfield-Council Chambers ADA Upgrades, Fairfield, CA
- Laguna Woods Village Performing Arts Center, Laguna Woods, CA
- Auburn Justice Center, Auburn, CA
- City of Lincoln – New Lincoln City Hall, Lincoln, CA
- Travis County Courthouse, Austin Texas
- Sacramento City Hall, Sacramento, CA
- State Office Buildings 8 and 9, Sacramento, CA
- Tehama County Courthouse, Red Bluff, CA
- County of Fresno First Five Office Building Renovation, Fresno, CA
- Peckham Federal Building, San Jose, CA
- Kern County Superior Courthouse, Bakersfield, CA
- Sacramento County Courthouse, Sacramento, CA
- Yolo County Courthouse, Woodland, CA
- El Dorado County Courthouse, Placerville, CA
- Silverwood Lake Park & Recreation Area, Hesperia, CA
- California Highway Patrol Field Office Renovation, Bakersfield, CA

## ADDITIONAL OPTIONAL SUB-CONSULTANTS

In addition to the proposed sub-consultants featured on the previous pages, our firm has also teamed with the below consultants on various civic assignments over the years. Depending on the City's assignment – scope and schedule, our firm can also utilize sub-consultants from this list. Resumes for their team members and more information for them can be provided upon request.



4675 MacArthur Ct #400,  
Newport Beach, CA 92660  
T: 949.526.8460  
www.bkf.com

### BKF ENGINEERS

CIVIL ENGINEER

For 100+ years, **BKF** has provided civil engineering, land surveying, and land planning services for government agencies, institutions, developers, architects, contractors, school districts, and corporations. BKF's 100+ years of engineering, surveying, and planning have produced some of the most recognized projects in California.



1401 Dove St #240  
Newport Beach, CA 92660  
T: 949.623.9957  
www.coffman.com

### COFFMAN ENGINEERS, INC.

CIVIL & STRUCTURAL ENGINEERS

As a multidiscipline engineering firm, **Coffman Engineers** brings a depth of knowledge, given our broad range of services, that comes to bear on our design projects resulting in creative, yet functional design solutions. We constantly strive to provide the best services available to efficiently and reliably serve the needs of our clients. Clients may hire us for one service, but receive the benefit of multiple angles of thought on every job.



18400 Von Karman Avenue,  
Suite 600  
Irvine, CA 92612  
T: 949.252.1022  
www.kpff.com

### KPFF CONSULTING ENGINEERS

CIVIL & STRUCTURAL ENGINEERS

Since 1960, **KPFF** has provided creative, practical solutions for projects of all kinds, scales and industries. We approach every design challenge to fulfill our passion for solving problems, delivering excellence and enabling the growth and creativity of our people, partners and profession. KPFF Consulting Engineers is a multi-office, multi-discipline engineering firm.



1100 W Town and Country Road,  
Suite 700, Orange, CA 92868  
T: 714.780.2936  
www.kimley-horn.com

### KIMLEY-HORN

CIVIL ENGINEER & LANDSCAPE ARCHITECT

**Kimley-Horn** is a national, full-service engineering, planning, and environmental consulting firm with more than 4,500 employees in more than 90 offices, and has been providing a variety of services for education clients since our founding 53 years ago—helping institutions of higher learning and education architects meet their goals on time and under budget. Our services for K-12 schools, higher education campuses, and school systems nationwide gives us experience with a broad range of planning, design, and operations issues and the knowledge and skills to provide clear, intelligent, and viable solutions.

## ADDITIONAL OPTIONAL SUB-CONSULTANTS (CONTINUED)



9931 Muirlands Blvd.,  
Irvine, CA 92618  
T: 949.462.3200  
www.knastructural.com

### KNA STRUCTURAL ENGINEERS STRUCTURAL ENGINEER

Established in 1996, **KNA Structural Engineers** is a full-service structural engineering firm delivering innovative design solutions to meet the challenges of architecture and construction in both public and private facilities. Located in Irvine, our staff includes seasoned structural engineers and BIM designers with decades of building industry experience. KNA has provided structural engineering services on a variety of college facilities throughout the Orange County area.



5101 E. La Palma Ave., Ste 205,  
Anaheim Hills, CA 92807  
T: 714.982.1787  
www.alphamep.net

### ALPHA MEP CONSULTING ENGINEERS MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS

**Alpha MEP Consulting Engineers** delivers a unique approach, we strive to understand the entire project as much of our systems rely on careful coordination to ensure optimized operation. We engage the stake holders to understand their priorities related to energy efficiency, reliability, first cost, and sustainability so we can provide a design that reflects their goals. We are extremely organized and responsive as we understand these attributes are crucial to successful collaboration.



412 E. Vanderbilt Way,  
San Bernardino, CA 92408  
T: 909.890.3700  
www.designwesteng.com

### DESIGN WEST ENGINEERING MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS

**Design West Engineering** is a full-service Mechanical, Electrical, Plumbing, and Energy Consulting Firm. The company was founded on the philosophy of providing second-to-none service. We offer a diversified range of practical experience in educational, governmental, healthcare, and private building sectors. Our team of innovative designers and engineers work closely together in this multi-disciplined environment.



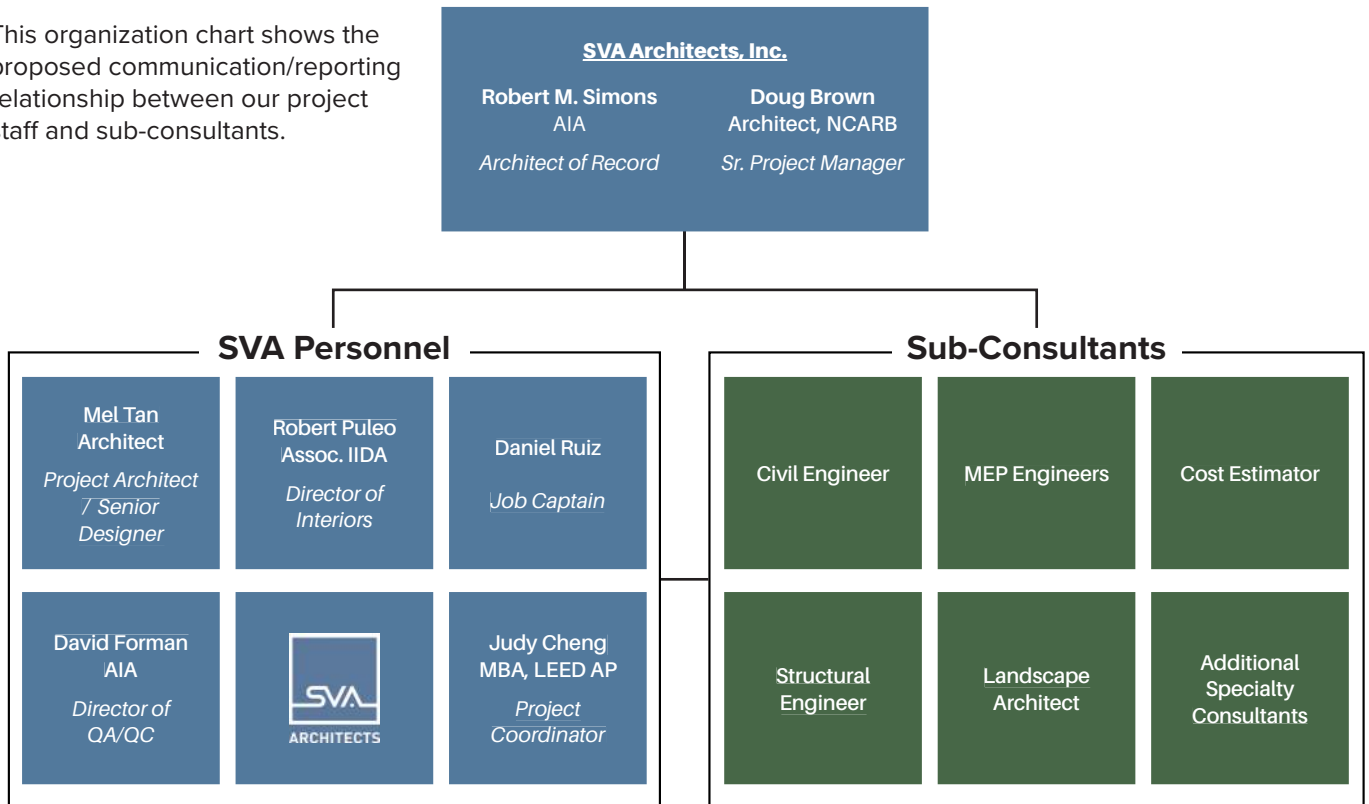
10221-A Trademark St.,  
Rancho Cucamonga, CA 91730  
T: 909.484.2800  
www.architerradesigngroup.com

### ARCHITERRA DESIGN GROUP LANDSCAPE ARCHITECT

Located in San Bernardino County, **Architerra** is a professional landscape architectural and site-planning firm serving California, Arizona, Oregon, New Mexico and Nevada. Richard Krumwiede established the firm in 1991. The firm is locally based in Rancho Cucamonga, California. Our project experience covers public and private developments of all sizes, including a significant list of civic on-call assignments.

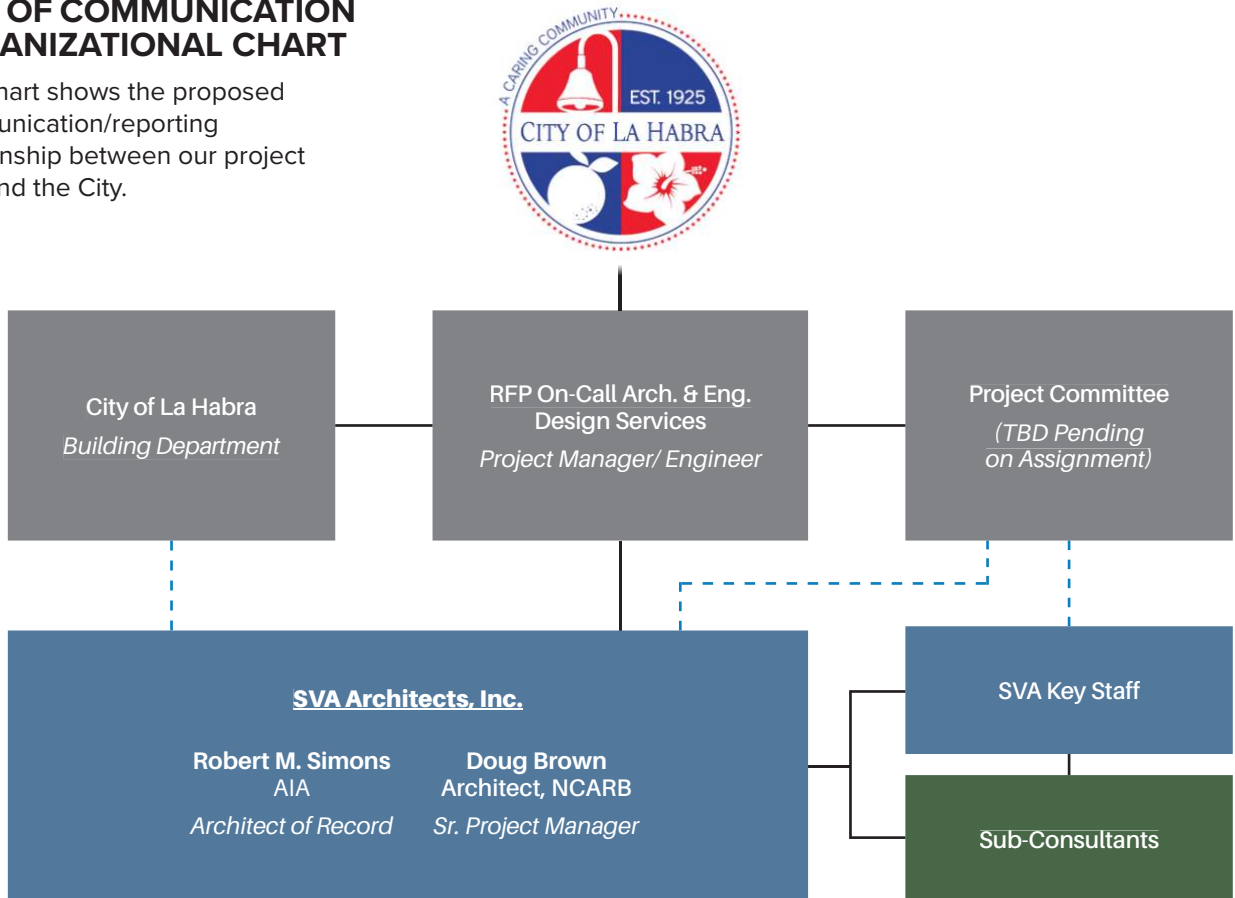
## FIRM ORGANIZATIONAL CHART

This organization chart shows the proposed communication/reporting relationship between our project staff and sub-consultants.



## LINE OF COMMUNICATION ORGANIZATIONAL CHART

This chart shows the proposed communication/reporting relationship between our project staff and the City.



# 3. REQUIRED FORMS

---

## APPENDIX "B"

### CONFLICT OF INTEREST DISCLAIMER

The undersigned, Robert M. Simons, declares that  
(Print or Type Name)

SVA Architects, Inc. ~~does have~~/does not have (cross one out)  
(Name of Firm)

interest, ownership or receives or anticipates receiving remuneration of any type from the manufacturer(s), supplier(s), or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Signature of President, Secretary, Partner,  
Owner or Representative

10/26/22

Date

## APPENDIX “C”

### ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED

I, Robert M. Simons, the Partner & President  
(President; Secretary; Owner or Representative)

of SVA Architects, Inc., certify that the  
(Company Name or Corporation, or Owner)

Insurance Requirements set forth in Article IV of the Proposed Agreement have been read and understood that our insurance company(ies) Travelers Property Casualty Company of America and Evanston Insurance Company  
(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.



Signature of President, Secretary, Partner,  
Owner or Representative

10/26/22

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b>  Affinity Insurance Services 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 866-854-1782      FAX (A/C, No): 800-567-4028 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Travelers Property Casualty Company of America</td> <td style="border: none;">25674</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  SVA Architects, Inc. 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707															

**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 OTHER:			680 - 007T437569	9/29/2022	9/29/2023	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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			BA-7T437742-1	9/29/2022	9/29/2023	COMBINED SINGLE LIMIT (Ea accident)      \$ 1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CUP-007T437809	9/29/2022	9/29/2023	EACH OCCURRENCE      \$ 5,000,000 AGGREGATE      \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB - 007T437766	9/29/2022	9/29/2023	* PER STATUTE    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

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

<b>CERTIFICATE HOLDER</b>  PROOF OF COVERAGE	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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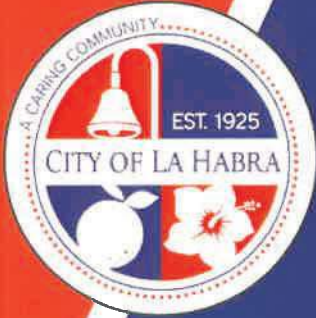




[www.sva-architects.com](http://www.sva-architects.com)



**EXHIBIT "B"**  
**COMPENSATION RATES AND FEES**



## CITY OF LA HABRA

Request for Proposal (RFP)

On-Call Architectural & Engineering Design Services

Proposal Due Date: October 26, 2022 at 3:00PM



**"FEE PROPOSAL"**

*Submitted by:*

SVA ARCHITECTS, INC.  
6 Hutton Centre Drive, Suite 1150  
Santa Ana, CA 92707  
T: 949.809.3380  
[www.sva-architects.com](http://www.sva-architects.com)



**ARCHITECTS**

# FEE PROPOSAL

---

## HOURLY RATES

Below are SVA's and our team's hourly rates. We do not charge overtime rates. These rates shall increase by 2% per year for the entire duration (three year period) of the contract.

### **SVA ARCHITECTS, INC.**

#### *Architect*

Partner/Principal	\$225
Sr. Project Architect/Manager	\$195
Senior Designer / Planner	\$195
Project Architect / Manager	\$175
Designer / Planner	\$175
Job Captain	\$155
Intermediate Designer	\$125
Junior Technical Designer	\$100
Clerical Staff	\$75

### **RJM DESIGN GROUP**

#### *Landscape Architect*

Principal Landscape Architect	\$195
Associate Landscape Architect	\$170
Landscape Architect	\$155
Landscape Designer	\$140
CADD Technician	\$125
Word Processor	\$85

### **VCA ENGINEERS, INC.**

#### *Civil & Structural Engineers*

Principal	\$210
Project Manager	\$180
Lead/Senior Project Engineer	\$165
Project Engineer	\$150
BIM Modeler	\$120
Senior CADD Technician	\$100

### **SIERRA WEST GROUP**

#### *Cost Estimator*

Principal	\$150
Senior Cost Manager	\$140
Mechanical / Electrical Estimator	\$110
Civil Engineer / Estimator	\$110
Administrative	\$78

### **TK1SC**

#### *MEP Engineers*

Senior Principal	\$265
Principal	\$245
Sr. Director	\$230
Director	\$210
Sr. Associate	\$195
Associate	\$175
Sr. Engineer	\$160
Engineer	\$140
Designer	\$105

## REIMBURSABLE EXPENSES

Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA's in-house progress sets are excluded from reimbursement.

# 3. REQUIRED FORMS

---

## APPENDIX "B"

### CONFLICT OF INTEREST DISCLAIMER

The undersigned, Robert M. Simons, declares that  
(Print or Type Name)

SVA Architects, Inc. ~~does have~~/does not have (cross one out)  
(Name of Firm)

interest, ownership or receives or anticipates receiving remuneration of any type from the manufacturer(s), supplier(s), or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Signature of President, Secretary, Partner,  
Owner or Representative

10/26/22

Date

## APPENDIX “C”

### ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED

I, Robert M. Simons, the Partner & President  
(President; Secretary; Owner or Representative)

of SVA Architects, Inc., certify that the  
(Company Name or Corporation, or Owner)

Insurance Requirements set forth in Article IV of the Proposed Agreement have been read and understood that our insurance company(ies) Travelers Property Casualty Company of America and Evanston Insurance Company  
(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.



Signature of President, Secretary, Partner,  
Owner or Representative

10/26/22

Date

**CITY OF LA HABRA, CALIFORNIA**

**REQUEST FOR PROPOSAL (RFP)**

**On-Call Architectural and Engineering Design Services**



RFP Responses are due by:

**3:00 P.M., Wednesday, October 26, 2022**

**LATE PROPOSALS WILL NOT BE ACCEPTED. NO EXCEPTIONS**

**Engineering Division  
110 E. La Habra Boulevard  
La Habra, CA 90631  
(562) 383-4151**

---

**Albert Mendoza, P.E.  
Deputy Director of Public Works /  
City Engineer**

**Date Issued: Wednesday, October 5, 2022**

## NOTICE OF REQUEST FOR PROPOSALS

The City of La Habra, hereinafter referred to as the “City”, is inviting proposals from qualified consultants to provide on-call Architectural and Engineering Design Services for various capital improvement projects for public buildings, parks, mobile home park and recreational facilities. To be considered for this contract, your firm must meet the proposal and satisfy the requirements as stated in the Request for Proposal (RFP).

### Key RFP Dates and Times

City Issues RFP	Wednesday, October 5, 2022
Deadline for Questions	Tuesday, October 18, 2022 @ 3:00PM
Deadline for Submission of Proposals	Wednesday, October 26, 2022 @ 3:00PM
Anticipated Council Award	December, 2022
Notice to Proceed	January, 2023

### Written Questions

All questions and/or inquiries regarding the RFP shall be submitted in writing on or before **3:00 P.M. on October 18, 2022**, and directed to:

Tony An, P.E., Principal Engineer  
[tan@lahabracal.gov](mailto:tan@lahabracal.gov)

### Proposal Due Date

**Proposals must be submitted on or before 3:00 P.M. on October 26, 2022.**

Proposals shall be mailed or delivered to the following address:

ATT: Tony An  
Engineering Division  
110 East La Habra Boulevard  
La Habra, California 90631  
Label “**Do Not Open**” on the package

Proposals, and amendments to proposals, received after the date and time specified above shall be returned to the Consultants unopened.

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow the City staff for a response prior to

the date RFP is due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum. If an addendum is issued, it will be sent to all prospective Consultants the City has specifically e-mailed a copy of the RFP; additionally, it will be posted on the City's website at: <https://www.CIPIlist.com>. It shall be the Consultant's responsibility to check the City's website to obtain any addenda that may be issued.

Consultants are requested to submit written statements of technical qualifications and describe in detail their proposed work plan and schedule for completing the work specified in the RFP. Consultants are required to comply with all applicable federal and state laws, and equal opportunity laws and regulations.

Proposals shall be considered firm offers to enter into a contract with the City of La Habra and perform the work described in this RFP for a period of 60 days from the date of submission.

The City reserves the right to accept or reject any or all proposals, waive any informalities or irregularities in the proposals, request additional information or revisions to the proposals, and to negotiate with any or all Consultants. Any contract award shall be to a firm that submits the most comprehensive and cost-effective proposal based on the City's evaluation.

## **SECTION I – PROPOSAL CONTENT & SUBMITTAL REQUIREMENTS**

### **1. Format**

To be considered, Consultant must submit four (4) hard copies of their proposals and one electronic copy on Flash Drive on or before **3:00 P.M. on October 26, 2022**.

RFPs should be typed and submitted on 8.5-inch x 11-inch pages. Charts and schedules may be included in 11" x 17" format, which will be counted as 2 pages and included in the maximum total page count of 40 pages. RFPs should be concise and not include any elaborate or unnecessary promotional materials. The page limit **does not** include the outside cover, table of contents, resumes, section dividers, and cover letters. All pages shall be sequentially numbered, and each section should be separate. RFPs should include a complete table of contents for the entire RFP with respective page numbers opposite each topic that is included.

### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Tony An, P.E., Principal Engineer, and must, at a minimum, contain the following:

- A.** Identification of the individual that will have the authorization to commit to the contractual terms and conditions. Identification shall

include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the RFP evaluation phase.

- B. Provide name, address and phone number of the primary contact and of the key staff be responsible for plan/map checking.
- C. Any qualifying statements or comments regarding the Consultant's proposal or the information provided in the RFP. State the interpretation of work being performed. State a positive commitment to perform the work in the manner, time frame and a basic summary and understanding of the services being requested.
- D. If submitting a proposal with subconsultants, list all firms that will participate in the contract. The lead consultant must submit a description of the firm and the portion of work to be done by another firm.
- E. Include the name and resume of the individual leading the team.
- F. Acknowledgment of receipt of RFP addenda, if any.
- G. A statement to the effect that the RFP shall remain valid for a period of not less than 60 days from the date of submittal.
- H. Signature of a person authorized to bind Consultant to the terms of the RFP.
- I. A statement to the effect that by signing the letter of transmittal, the Consultant is attesting that all information submitted with the RFP is true and correct.

### 3. **Technical Proposal**

#### **A. Qualifications, Related Experience and References of the Consultant**

This section of the RFP should establish the ability of Consultant to satisfactorily perform the required work by evidence of: experience in performing work of a similar nature; demonstrated competence in the services identified in the Scope of Work; strength and stability of the firm; staffing capability; workload; record of meeting schedules on projects of a similar size and scope; and supportive client references.

Consultant shall:

- (1) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant's ability to complete the project.
- (2) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (3) At a minimum three (3) project references shall be provided. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed by the Consultant. Identify Consultant's key personnel who worked on the referenced projects. Consultant may also supply

references from other work not cited in this section as related experience.

## **B. Proposed Staffing and Project Organization**

This section of the RFP should identify key personnel and establish their abilities to perform the required work by evidence of experience in performing work of a similar nature and demonstrated competence in the services identified in the Scope of Work (see Section II).

Consultant shall:

- (1) Provide education, experience, and applicable professional credentials of project staff. Include copies of applicable professional credentials.
- (2) Furnish resumes for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subconsultant work. Include the person's name, current assignment and its duration, proposed position for this project, and how long this person has been with the firm.
- (4) Provide education, experience, and applicable professional credentials of proposed subconsultants.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff. Provide a second organization chart showing the proposed communication/reporting relationship between project staff and City staff.
- (6) 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 project shall be removed or replaced without the prior written concurrence of the City.
- (7) At a minimum, two (2) references for each of the key personnel shall be provided. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.

### **4. Required Forms:**

**Review, complete, and sign the following items:**

- "APPENDIX B" – Conflict of Interest Disclaimer
- "APPENDIX C" – Acknowledgement of Insurance Requirements

### **5. Contract Type and Term**

The services will be on as-needed basis. The term of the Agreement will be for two (2) years from the date of the contract execution. The City, at its discretion, can extend the term of the Agreement for one (1) additional year. It is anticipated that the Agreement resulting from this solicitation, if awarded, shall be for a total firm price "Not to Exceed" a budget contract of \$250,000 per fiscal year, and based upon the total

price of each of the tasks specified in "Scope of Work" of this RFP.

**6. Conflict of Interest Disclaimer**

The proposing Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

**7. Proposals to Remain Open**

The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 60 calendar days from the due date of proposals.

**8. Professional Services Fees**

Provide one copy of proposal fee in a sealed envelope marked, "**FEE PROPOSAL**" and include with the proposal package. Upon completion of the initial evaluations and interviews, if needed, the City of La Habra may negotiate the fee with the highest ranked Consultant. See Section II – Scope of Work, Schedule and Fee for detail information.

The general Scope of Services outlined in the RFP is only provided as a guide in this Request for Proposals; Consultants should provide a detailed Scope of Services in their submitted Cost Proposal as necessary to reflect the method and procedure in which they intend to provide the required professional services, consistent with the general Scope of Work.

Proposals received after the time established for receiving proposals shall not be considered. The City will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the City and/or its representatives. Further, the City reserves the right to reject any and all proposals and to determine which proposal is, in the City's judgment, the most responsive and responsible proposal. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. This RFP does not commit the City to pay any costs incurred in the preparation of this proposal.

**9. Prevailing Wage**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.

seq. These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work. Contracted work must comply with the provisions of 1771.5 of the State Labor Code.

#### **10. Insurance**

The Consultant shall submit evidence of ability to provide insurance in the amounts and with coverages as required in the attached Sample Professional Services Agreement (See APPENDIX 'A').

## **SECTION II - SCOPE OF WORK AND FEES**

### **1. SCOPE OF WORK**

The scope of work is to provide on-call architectural and engineering design services for various capital improvement projects for public buildings, parks, mobile home park and recreational facilities to the City of La Habra in accordance with all provisions within this RFP. The work may include but not limited to architectural, structural, civil, lighting, data/telecommunications, graphics, renovation of buildings and facilities, ADA design, geotechnical engineering, land survey, audio & visual, electronic security design, parking structure, knowledge of various state and federal codes, LEED requirements, maintenance facilities, mechanical/electrical/plumbing (MEP), HVAC, roofing, pergolas, park amenities, playgrounds, landscaping/irrigation, and concept drawings.

A typical deliverable includes various meetings, submittal of PS&E packages at 30%, 60%,90%, and final, the PS&E shall consist of design plan, construction drawings, technical specifications, exhibits, and estimate.

Consultants may also be requested to provide support during construction. The services shall include but not limited to assist with bid and award, attend pre-construction meeting, site visit, inspections, review material submittals, review shop drawings, provide answers for RFIs, review change order, create punch list, review operation and maintenance manuals, and confirm compliance with the applicable code.

In order to qualify for selection, the proposer(s) need to meet the following minimum requirements:

- 1) The firm must have project managers with a minimum of ten (10) years of experience providing architectural and engineering design services to municipalities of similar size and complexity; and
- 2) Individual engineers of the firm must have five (5) years of relevant experience.

City has identified potential CIP projects as shown below, but there is no guarantee on type and quantity of work for the firm(s) selected. The work may include but is not limited to:

- 1) Park La Habra Playground Design and Installation
  - a. The project includes the design and construction of new playground equipment & laundry facilities at Park La Habra Mobile Home Park (City-owned facility).
- 2) Park La Habra - Clubhouse Rehabilitation
  - a. Clubhouse and Pool area renovation at Park La Habra Mobile Home Park (City-owned facility).
- 3) Park La Habra – Maintenance Building Upgrade
  - a. Re-layout of existing shed and utilities building at Park La Habra Mobile Home Park (City-owned facility).
- 4) Building Renovations – Community Center
  - a. The project includes new flooring, room dividers, HVAC, lighting, AV in the Community Center Grand Ballroom, and other renovations in the Community Center.
- 5) El Centro Park Rehabilitation Project
  - a. The project includes reconstructing the patio shelters and slabs at the park. The existing kitchen and utilities will be upgraded.
- 6) Public Works Yard Assessment Layout
  - a. Perform an assessment of the existing Public Works Yard Site and Buildings.
- 7) Oeste Park Improvements Project
  - a. The Project includes new parking lot, new ADA playground equipment, trash enclosures, and other amenities.

Acceptable Proposers will be included in an “on-call” list of firms that may be utilized for the architectural and engineering design services on an individual project basis as determined by the City. The City reserves the right to reject all proposals and to cancel this RFP at any time without incurring any obligation whatsoever.

**2. FEE PROPOSAL FORMAT (TO BE SUBMITTED ON A SEPARATE SEALED ENVELOPE MARKED “FEE PROPOSAL”)**

The consultant is to submit a detailed service term, schedule and cost proposal (using the format shown below) for all services and materials anticipated in completing projects based on the scope of services.

The Consultant at minimum shall submit a compensation rate as follows:

- (1) Provide a proposal of fees in hourly rates for the various positions that may be assigned to this on-call services, including clerical positions.
- (2) List all professional services expenses anticipated included

insurance, printing, communications and travel. Note that the City will not reimburse for travel time and miscellaneous reimbursement requests.

- (3) Hourly rates should be fully loaded, including full compensation for all overhead and profit.
- (4) Billing rates shall include provisions for normal supplies and materials and in-house reproduction services.

A copy of the Firm's Schedule of Billing rates shall be submitted in a sealed envelope marked "Fee Proposal."

### **SECTION III - EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

The City will evaluate the Proposals received based on the following criteria:

1. **Qualifications of the Firm** **25 Points**  
Experience in performing work of a closely similar nature and size; experience working with public agencies, such as, the City of La Habra and/or nearby jurisdictions; understanding and demonstrated competence in the services identified in Section II - Scope of Work; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Organization** **50 Points**  
Qualifications of staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing map checking and related work cited in the Scope of Work section; logic of providing on-call services to local agencies; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel; references from past projects.
3. **Overview and Approach** **25 Points**  
Depth of Consultant's understanding of the scope of services required by the RFP; City's objective; overall quality and logic of work plan; appropriateness of labor distribution among the tasks; ability to accomplish services being rendered within the proposed time frames.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all RFPs received. The Evaluation Committee will be comprised of City staff. The Evaluation Committee will discuss and score the RFPs. The RFP score will count for 100% of the overall score. The score will determine a final ranking of the firms. Negotiations will be initiated with the highest ranked Consultant. Should the City be unable to negotiate a satisfactory contract with the highest ranked Consultant, the City retains the right to terminate negotiations with the highest ranked Consultant and open negotiations with the next highest ranked Consultant.

Acceptable Proposers will be included in an “on-call” list of firms that may be utilized for the architectural and engineering design services on an individual project basis as determined by the City. The City reserves the right to reject all proposals and to cancel this RFP at any time without incurring any obligation whatsoever.

**C. AWARD**

Award of the contract by the City shall not be considered final until any and all protests have been resolved to the satisfaction of the City.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Consultants who submit a Proposal in response to this RFP shall be notified in writing regarding the results of the final ranking developed by the Evaluation Committee.

**APPENDIX "A"**

**PROFESSIONAL SERVICES AGREEMENT**

**(SAMPLE)**

## **AGREEMENT FOR SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and \_\_\_\_\_ (hereinafter referred to as the “**CONSULTANT**”).

### **RECITALS**

WHEREAS, **CITY** requires professional services for; \_\_\_\_\_,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES AND TERM**

#### 1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Exhibit “A” (the documents contained in Exhibit “A” shall be hereinafter referred to as the “Scope of Work”).

B. 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 circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that **CITY** may enter into agreements similar to this Agreement with other consultants.

## 1.2 Term.

The term of this Agreement shall begin on \_\_\_\_\_ and continue until \_\_\_\_\_; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

## **ARTICLE II** **RESPONSIBILITIES OF CONSULTANT**

### 2.1 Control and Payment of Subordinates.

**CITY** retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

### 2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

### 2.3 Standard of Care; Licenses.

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 circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

### 2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

### 2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs and

expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

### **ARTICLE III** **COMPENSATION**

#### **3.1 Compensation.**

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_), without written approval of **CITY'S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

#### **3.2 Payment of Compensation.**

**CONSULTANT** shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from \_\_\_\_\_, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

#### **3.3 Extra Work.**

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

#### **3.4 Amendment of Scope of Work.**

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

## **ARTICLE IV** **INSURANCE**

### 4.1 Insurance Requirements.

The **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. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

### 4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all professional services to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the

Contract Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 2010 and CG 20 37.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-

insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another

insurance company or companies.

#### 4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. 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.

#### 4.9 Contractual Liability.

This indemnity provision shall be included on the **CONSULTANT'S** commercial general liability policy endorsement and/or certificates.

#### 4.10 Failure to Maintain Coverage.

**CONSULTANT** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

#### 4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

#### 4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

#### 4.13 Insurance for Subcontractors.

**CONSULTANT** shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability

Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

#### 4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultant(s)' own actions during the performance of this Agreement.

### **ARTICLE V** **TERMINATION AND INDEMNIFICATION**

#### 5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

#### 5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

#### 5.2 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure work performed by **CONSULTANT** that does not meet the standard of care which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

#### 5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design,

development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT**'s receipt of termination notice, and at no additional 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**.

#### 5.6 Indemnification and Hold Harmless.

**These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.**

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **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 arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of **CONSULTANT** brought against the **CITY**, its elected and appointed officials, officers, agents and employees arising out of the performance of the **CONSULTANT**, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by 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 the **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 the negligence, recklessness, or willful misconduct of the **CONSULTANT**, its employees, and/or authorized subcontractors under this Agreement, 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 active negligence or willful misconduct of the **CITY**. 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.

## **ARTICLE VI** **GENERAL PROVISIONS**

#### 6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY:

TO CONSULTANT:

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

#### 6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

#### 6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

#### 6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

#### 6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

#### 6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

**CITY** reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

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 referring expressly to this Paragraph. 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.

#### 6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

#### 6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

#### 6.16 Compliance with Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

#### 6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY** upon compensation to **CONSULTANT** none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**, except for disclosures which are required by law, rule, regulation, court order, or government investigation

#### 6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

#### 6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

#### 6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto.

All counterparts shall be construed together and shall constitute one agreement.

6.21 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 provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

**CONSULTANT** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that a negligent error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the standard of care of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that David Evans and Associates, Inc.'s personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason \_\_\_\_\_, **Project Manager** should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

**CITY OF LA HABRA:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
JIM SADRO, CITY MANAGER

\_\_\_\_\_  
RICHARD D. JONES, CITY ATTORNEY

**ATTEST:**

**CONSULTANT**

\_\_\_\_\_  
RHONDA BARONE, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_

**CONSULTANT**

\_\_\_\_\_

**EXHIBIT “A”  
SCOPE OF WORK**

**EXHIBIT "B"**  
**COMPENSATION RATES AND FEES**

## APPENDIX "B"

### CONFLICT OF INTEREST DISCLAIMER

The undersigned, \_\_\_\_\_, declares that  
(Print or Type Name)

\_\_\_\_\_ does have/does not have (cross one out)  
(Name of Firm)

interest, ownership or receives or anticipates receiving remuneration of any type from the manufacturer(s), supplier(s), or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature of President, Secretary, Partner,  
Owner or Representative

\_\_\_\_\_  
Date

**APPENDIX "C"**

**ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS  
AND CERTIFICATION OF ABILITY TO  
PROVIDE COVERAGES SPECIFIED**

I, \_\_\_\_\_, the \_\_\_\_\_  
(President; Secretary; Owner or Representative)

of \_\_\_\_\_, certify that the  
(Company Name or Corporation, or Owner)

Insurance Requirements set forth in Article IV of the Proposed Agreement have been read and understood that our insurance company(ies) \_\_\_\_\_

\_\_\_\_\_  
(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.

\_\_\_\_\_  
Signature of President, Secretary, Partner,  
Owner or Representative

\_\_\_\_\_  
Date

## **EXHIBIT B**

## AMENDMENT NO. 1

<b>Architect:</b>	SVA Architects, Inc. ("Architect") 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707	<b>Client:</b>	City of La Habra ("City" or "Client") 110 East La Habra Boulevard La Habra, CA 90631
<b>Architect Contact:</b>	Douglas Brown, Principal/Architect (dbrown@sva-architects.com)	<b>Client Contact:</b>	Allie Walsten, Assistant Civil Engineer (awalsten@lahabracal.gov)
<b>Agreement Date:</b>	January 17, 2023 ("Master Agreement")	<b>Amendment Date:</b>	March 13, 2026
<b>Project Name:</b>	On-Call Architectural and Engineering Design Services ("Project")	<b>Description:</b>	Amendment: Extend Term of Agreement for FY 26/27
<b>SVA Project No.:</b>	OC-2023-10004.000	<b>Client Reference:</b>	N/A

### A. Term of Agreement

The original term of the Agreement between the City and Architect will conclude on June 30, 2026. However, both parties have mutually agreed to extend the Agreement for an additional one year.

This amendment proposes to revise the ending date to June 30, 2027, in Article I, Paragraph 1.2 – Term, page 2 of the attached Agreement for On-Call Architectural and Engineering Design Services dated January 17, 2023.

### B. Compensation

Architect will be compensated for all services in accordance with the terms and conditions of the attached Agreement. Architect's hourly rates remain the same as listed below:


Title	Hourly Rates	Title	Hourly Rates
Partner/Principal	\$225.00	Job Captain	\$155.00
Senior Project Architect/ Manager	\$195.00	Intermediate Designer	\$125.00
Senior Designer/Planner	\$195.00	Junior Technical Designer	\$100.00
Project Architect/Manager	\$175.00	Administrative Staff	\$75.00
Designer/Planner	\$175.00		

Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

#### Approved and Accepted:

Architect: **SVA Architects, Inc.**

Signature: 

Printed Name: Robert M. Simons, AIA  
License No. C18301

Title: Partner and President

Date: March 13, 2026

#### Approved and Accepted:

Client: **City of La Habra**

Signature:

Printed Name:

Title:

Date: