

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_, 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **BORDERS ARCHITECTS**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to **provide the City with consultant services related to the Central Cities Navigation Center, including but not limited to, Schematic, Architectural, and Interior Design Services, located at 13871 West Street.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall remain and continue in effect until tasks described herein are completed unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks, including but not limited to the scope of work plan listed in Exhibit "A", and is incorporated herein by reference. The Exhibit and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Three-Hundred and Four Thousand Dollars and 00/100 cents (\$304,000.00), payable in arrears and in accordance with the proposed scope of work plan and fee schedule attached in Exhibit "A"
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or

completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on the scope of work plan and fee schedule included in Exhibit "A".

3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.

4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's

Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

---

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. Address of CONTRACTOR is as follows:

**Borders Architects**  
**1675 Scenic Avenue, Suite 210**  
**Costa Mesa, CA 92626**  
**Attn: Loren Della Marna/ Project Manager**  
**Attn: Shelly DiLauro/Principal**  
[Loren.d@bordersarchitects.com](mailto:Loren.d@bordersarchitects.com)  
[Shelly.d@bordersarchitects.com](mailto:Shelly.d@bordersarchitects.com)

- b. Address of CITY is as follows:

**City of Garden Grove**  
**Community and Economic Development Department**  
**P.O. Box 3070**  
**Garden Grove, CA 92840**  
**Attn: Alana Cheng/ Christy Le**

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence,

recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
18. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

\\ \\ \\

(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"  
CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"  
BORDERS ARCHITECTS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Expiration Date \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**Scope of Work Plan  
Fee Schedule**



2 September 2022

City of Garden Grove  
11222 Acacia Pkwy  
Garden Grove, CA 92840

Attention: Lisa Kim  
Assistant City Manager/ Comm. & Eco. Dev. Director

Project: CENTRAL CITIES NAVIGATION CENTER  
13871 West Street – Tenant Improvements  
Garden Grove, CA

Subject: Architectural and Interior Design Services Proposal - REVISED

Dear Lisa:

Borders Architects is please to submit our proposal to provide Architectural and Interior Design Services for the new approx. 9,653 SF Homeless Shelter with approx. 8,500 SF of site area located at 13871 West Street, Garden Grove CA. We understand that our Scope of Work will be based upon Space Plan SP-5 and our various meetings which includes the following programing requirements: (80) general population beds – men, women, couples & flex; warming kitchen, support & staff areas, staff lounge & restroom; dining room; lounge room; computer area; toilet/shower facilities; storage rooms; check-in space; covered client storage/locker area; outdoor seating, dog run; and trash enclosure. We have included the following scope in our fee proposal:

**Architectural** – Interior tenant improvements; new exterior patio shade structure, trash enclosure & sliding gate, Interior Design and FF&E coordination.

**Mechanical Scope** – Ductwork and diffuser distribution using new rooftop AC units; exhaust systems for restrooms, laundry and utility rooms, exhaust system for warming kitchen. No cooking hood is included.

**Plumbing Scope** – plumbing design for restrooms, showers, laundry, kitchen, and janitor closet; natural gas for water heating and rooftop units; utility upgrades. A grease interceptor is not included.

**Electrical Scope** – Lighting and power plans; upgrade to electrical service; kitchen scope and site lighting.

**Structural Scope** – Supports and screening of new rooftop AC units; new shade structure framing and foundation; CMU trash enclosure, new door cut-ins and site lighting foundation.

**Civil Scope** – Exterior improvements including private & public utility upgrades; trench repair details and topographical survey.

**Warming Kitchen Scope** – Kitchen layout & design, equipment specification, health department submittal.

**Fire/Life/Safety Scope** – Design of audible/visual alarms, smoke detectors & fire sprinkler systems for R-2 occupancy.

**Security, Access Control/Cabling/WiFi System Scope** – Design of interior & exterior security monitoring system, card readers/license plate readers, data cabling and WiFi.

*Continued on Next Page...*

**Solar Panel Infrastructure** – Per current code the electrical room will have allocated space for a future system. Our structural engineer suggests that the scope of “checking loads imposed to the structure and providing recommendations on type of solar panel system” would be the best route as the (E) roof is comprised of prefab open web wood joists which are hard to strengthen. An **alternate fee** is provided if the city would like to pursue this scope of work.

Our Services on this portion of the Project include Design Development, Construction Document Phase with City and Health Department Plan Check process, assistance during the project Bidding Phase; and Construction Services Phase. Mechanical, Electrical, Plumbing, Structural & Civil Engineering are included, plus Kitchen design, F/L/S and Security.

We propose that our work be performed as follows:

**A. BASIC SERVICES:**

1. **DESIGN DEVELOPMENT PHASE:** We have estimated that the Design Development Drawing Package (30% CD Set) will include a Site Plan, Demo Plan, Floor Plan, Roof Plan, Reflected Ceiling Plan, Exterior & Interior Elevations, Kitchen Design and Finish Material Specifications. Tasks to be completed during this phase consist of the following:
  - a. Project Kick off Meeting with Design Team and City. Review program requirements, scope of work and interior design.
  - b. Develop interior design, plans, elevations and refine program requirements.
  - c. Develop interior finishes, materials, accessories and fixtures using products that are readily available.
  - d. Meeting with City to review (2) finish/material options. (1) Revision and (1) follow-up meetings are included.
  - e. Meeting with Kitchen consultant & City to discuss warming kitchen. Develop kitchen layout & equipment specifications.
  - f. Present DD drawings to City for review and preliminary feedback.
  - g. Up to five (5) design meetings and up to five (5) weekly team meetings are included in this phase.
2. **CONSTRUCTION DOCUMENTS PHASE:** Continue Construction Drawing preparation based upon the approved Design Development Drawings. City coordination of CD submittal at 60% and 100% for permit issuance. The final Construction Documents will describe in detail the requirements for the construction work necessary for the Project and will include the following:
  - a. Demolition Plans.
  - b. Floor Plan indicating walls, fixtures, and other features.
  - c. Reflected Ceiling Plan showing new light fixture locations, register locations and new ceiling system.

*Continued on Next Page...*

- d. Finish Material Plan indicating floor finish, wall finishes, and all other materials.
  - e. An Outlet Location Plan with furniture electrical requirements.
  - f. Roof Plan showing HVAC units and equipment screening.
  - g. Exterior Elevations, Exterior treatments and site structures.
  - h. Site Accessibility Drawing with path of travel and site scope of work.
  - i. Plumbing, Mechanical, Electrical, Civil, Structural, Kitchen, F/L/S and Security Plans prepared by our Consultant Engineers.
  - j. Technical Book Specifications.
  - k. Submittal and processing the Construction Documents at percentages noted through the City Plan Check process for a building permit with AM&M documentation to reclassify the building is included.
  - l. Submittal of Construction Documents through the Health Department plan check process.
  - m. Up to (8) weekly team meetings.
  - n. An allowance of 35 hours for FF&E coordinate is included. Which can include specifications, coordination of furniture donations, etc.
3. **BIDDING & NEGOTIATION PHASE:** Provide general coordination and support, attend pre-bid meeting, respond to bidder's questions, issue directives etc. An allowance of (24) hours has been included for this phase of the Project and will be billed on a time and material basis.
  4. **CONSTRUCTION SERVICES PHASE:** Provide Construction Services during the estimated 6-month Construction Duration. These services typically include attendance at the pre-construction meeting and est. (24) Project Meetings, Site Visits, review of Shop Drawings and other Submittals, responding to field questions, review of Change Orders, preparation of Punch List, with one punch list re-walk and Project Close-out tasks. This phase will be billed on a time and material basis, an allowance of (161) hours has been included which may increase or decrease based upon requested tasks.
  5. **ASSUMPTIONS:** Our Proposal is based upon certain assumptions that are listed below.
    - a. Normal building permit plan check processing is included. Special permits, planning approvals, etc. beyond the scope of normal building permit submittal are not included and would be considered Additional Services.
    - b. Engineering for data and telephone cabling, are not included and would be considered an Additional Service.
    - c. A single set of Bid/Construction Documents will be prepared for this Project to support a General Contractor design/bid/build project approach. Preparation of multiple Bid Packages will be considered Additional Services and provided for an additional fee.
    - d. Upgrades to the existing Electrical, Mechanical and Plumbing systems are included in this scope of work.

- e. Preparation of as-built drawings is considered an Additional Service.
- f. Technical Book Specifications is included.
- g. Landscape planting design and irrigation will be Design Build and not included in this proposal.

**B. ADDITIONAL SERVICES:** Additional Services are those requested that are not specifically included as Basic Services; i.e., additional Architectural finish material selections, plan revisions beyond those provided under Basic Services, space plan revisions, additional scope.

**C. COMPENSATION:**

1. **BASIC SERVICES:** Compensation will be on a time and material basis utilizing the hourly rates indicated below. The fee for this Basic Service work will not exceed \$289,465.00 plus reimbursables estimated at \$3,000.00 without prior approval from The City of Garden Grove. Alternate Add Services for the Solar System Load Review are listed below and will be considered Additional Services if requested. The breakdown is as follows:

**BASIC SERVICES**

**Architecture:**

Design Development	\$16,275.00
Construction Documents	47,980.00
FF&E Coordination (35 hours)	5,075.00 (Allowance)
Bidding & Negotiation (24 hours)	4,200.00 (Allowance)
Construction Services (161 hours)	27,095.00 (Allowance)
Consultant Coordination	<u>20,940.00</u>
Sub -Total	\$121,565.00

**Consultants:**

Mechanical Engineering	\$10,918.00
Electrical Engineering	24,665.00
Plumbing Engineering	10,917.00
Structural Engineering	25,600.00
Civil Engineering	31,000.00
Kitchen Design - DD	5,100.00
Kitchen Consultant - CD	5,400.00
F/L/S Consultant	12,300.00
Security/Access/Cabling Consultant	10,500.00
Technical Specification Consultant	9,500.00
MEP Construction Administration	6,500.00
Structural Construction Administration	4,900.00
Civil Construction Administration	Inc. Above
Kitchen Construction Administration	5,100.00**
F/L/S Construction Administration	3,000.00
Security/Access/Cabling Const. Admin.	<u>2,500.00</u>
Sub -Total	\$167,900.00

\*\* Fees will be waived if ALL food service equipment & fixtures are purchased from KPI.

**Total Basic Services Fee \$289,465.00**

Estimated Reimbursable and Alternate Add Service fees are on the next page

Continued on Next Page...

Reimbursable Expenses 3,000.00 (Allowance)\*

\*This amount may increase or decrease as expenses are incurred during the course of the Project. Plan check/application fees are not included and will be paid directly by the City.

**ALTERNATE ADD SERVICES**

**Solar System Load Review:**

Consultant Coordination	\$375.00
Structural Engineering	<u>2,500.00</u>
<b>Total Alt. Add Solar Fee</b>	<b><u>\$2,875.00</u></b>

2. **ADDITIONAL SERVICES:** Performed on an hourly basis utilizing the hourly rates indicated below. Consultants' fees for Additional Services will be invoiced at a multiple of 1.15 times the amount expended by our firm.

a. Hourly Rates:

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$195.00
Senior Project Manager/Associate	\$175.00
Project Manager	\$150.00
Senior Designer	\$145.00
Intermediate Designer	\$125.00
Junior Designer	\$105.00
Senior Drafter	\$135.00
Intermediate Drafter	\$115.00
Junior Drafter	\$90.00
Clerical/Word Processor	\$80.00

3. **REIMBURSABLE EXPENSES:** Out-of-pocket expenses incurred on behalf of the Project such as travel, messenger services, plan check fees, printing, plotting, photography and other forms of reproducing drawings, specifications and documents will be billed to the Client as a reimbursable expense. ***These expenses will be invoiced at our cost plus 15% and are not considered part of Basic Services. An allowance has been provided for this purpose.***

4. **PAYMENT METHOD:** Invoices for services rendered and reimbursable expenses shall be submitted once a month on a net 30-day basis. Payments due and unpaid are subject to interest from the date payment is due at the maximum prevailing legal rate.

**D. TERMS & CONDITIONS:**

1. The Standard Form of Agreement Between Owner and Architect, AIA Document B151, 1997 Edition will be used as a reference for terms and conditions on this project.

**E. INSURANCE:** The Borders Architects insurance coverage currently in force is listed below. Similar coverage is required of our major engineering consultants.

<u>TYPE</u>	<u>CARRIER</u>	<u>LIMIT</u>	<u>DEDUCTIBLE</u>
Professional Liability	National Casualty	\$2,000,000 Per Occurrence \$4,000,000 Aggregate	\$10,000 per claim
Comprehensive General Liability	Continental Casualty	\$1,000,000 Per Occurrence \$2,000,000 Aggregate	----
Excess/Umbrella Liability Policy	Continental Casualty	\$2,000,000	
Auto Liability	Continental Casualty	\$1,000,000	
Workers' Compensation	American Casualty Co. of Redding PA	\$1,000,000	----

**F. REMODELING/REHABILITATION DISCLAIMER:**

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Client will hold harmless, indemnify and defend the Architect from and against any and all claims arising out of the professional services provided under this agreement. The Architect agrees to be responsible for his or his employee's own negligent acts, errors or omissions in the performance of their professional service. It is understood and agreed that this contract does not contemplate handling of, or design including use of, asbestos or any hazardous waste material. Therefore, Client agrees to hold harmless, defend and indemnify the Architect for all claims, lawsuits, expenses or damages arising from or related to the handling, use, treatment, purchase, sale, storage or disposal of asbestos, asbestos products or any hazardous waste materials, or hazardous materials in general.

**G. AMERICANS WITH DISABILITIES ACT (ADA):**

The Americans with Disabilities Act (ADA) requires removal of architectural barriers in existing facilities where such removal is readily achievable. Client acknowledges that the definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case approach. The requirements of the ADA will therefore be subject to various possibly contradictory interpretations. The Architect will use its best professional efforts to interpret applicable ADA requirements and to advise Client as to the modifications to Client's facility that may be required to comply with the ADA. The Architect, however, cannot and does not warranty or guarantee that Client's facility will fully comply with interpretation of ADA requirements by regulatory bodies or court decisions.

This proposal has been structured to reflect the level of services that we feel will provide a complete project. We would be pleased to respond to any alternatives that you wish to consider or answer any questions at your convenience. If this Proposal is acceptable, please sign in the space provided below and return one copy for our file.

We appreciate the opportunity to continue a relationship with the City of Garden Grove and thank you for allowing us to present this proposal. Our team is ready to begin immediately.

Sincerely,

**BORDERS ARCHITECTS**

*Shelly J. DiLauro*

Shelly J. DiLauro, CID, LEED AP ID+C  
Principal

SJD:jrg

**ACCEPTED: CITY OF GARDEN GROVE**

By: \_\_\_\_\_ Date: \_\_\_\_\_