



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
September 5, 2007**

TO: Mayor and City Council

FROM: Albert Lopez, Deputy Community Development Director

SUBJECT: Contract with Frederic Knapp Architect, Inc. for the preparation of a Historic Resource Inventory

DATE: August 21, 2007

RECOMMENDATION:

Resolution authorizing City Manager to execute the contract with Frederic Knapp Architect, Inc., in an amount not to exceed \$50,000, for the preparation of a Historic Resource Inventory for Downtown Martinez.

BACKGROUND:

The City of Martinez recently adopted a Downtown Specific Plan (DSP), where one of the outcomes was the creation of a new Historic District Overlay Zone, and several buildings were identified as contributors to the District. During the DSP adoption process, preserving historic resources emerged as a central theme, requiring more effort from the City to document its historic buildings. This documentation serves to both objectively classify buildings based on their degree of historic and/or architectural integrity, and creates more certainty for building owners and developers who may propose a project impacting historic resources.

One of the first steps needed in documenting historic resources is the creation of an inventory. As the City has received interest from the development community in the Downtown, the need to update the City's existing Historic Resources Inventory has become critical. The last inventory was adopted by the City Council in 1982. An inventory over five years old is not adequate for conducting the appropriate level of analysis pursuant to the California Environmental Quality Act (CEQA). Also missing from the previous inventory was an Historical Context Statement for the Downtown, which is part of the current proposal. The Historical Context Statement is necessary to identify over-arching themes relevant to the history and development of the City of Martinez.

Staff prepared and sent out a request for proposals (RFP) and received three responses from qualified firms, all recognized by the State of California Office of Historic Preservation. The RFP request the following services:

1. A thorough review of background material.
2. Preparation of a Historic Context Statement for the Downtown Core and Downtown Shoreline districts, within the context of the greater downtown.
3. Review of the current Historic District Overlay Zone boundaries to determine appropriateness.
4. Focused review of the survey area (approximately 50-75 buildings within the Downtown Core and Downtown Shoreline districts) where there is high development potential.
5. Attendance at 3-5 meetings with staff, community, Planning Commission and/or City Council.

The purpose and need for a historic resource inventory for downtown and the selection of the consultant was reviewed and discussed by the Council's Downtown Subcommittee on June 25th, 2007. The top two proposals were presented by staff to the Subcommittee, and each approach and set of deliverables were reviewed. At the subcommittee meeting, it was emphasized that the City needed an objective look at its historic resources, and that the consultant selected would need to engage the community to learn as much as they could about the history, people and events that helped shape the Martinez downtown. In addition the selected consultant would need to meet with the owners of potentially historic buildings, as they usually have the most information and history on their property, and keeping them involved throughout the process is beneficial to the overall inventory effort.

Out of the three responses received, the proposal from Frederic Knapp was selected due to his pragmatic approach in addressing the resource inventory for the Martinez downtown. As a small, new firm, staff believed his hands-on approach and experience would provide the City with an excellent product for the funds committed. Their qualifications and experience are detailed in the attachments.

Staff initially presented this proposed work program and contract to the City Council at the July 18th meeting. Several members of the City Council requested additional information and a presentation from the recommended consultant. Fredric Knapp and other members of his team will be present at the September 5th City Council meeting, will make a brief presentation and will be available to answer questions.

Benefits of Completing Survey:

The City of Martinez has recently reviewed development proposals for two building sites, one of them City owned and the other privately owned. On the City owned property (630 Court Street), the city went through its second lengthy RFP process to attract an interested developer to build the project. During that process the building was successfully nominated by a local citizen to the State Register. If plans for the structure included demolition, that would now require a lengthy and costly Environmental Impact Report (EIR). This outcome changed the economics of the project, and prompted the selected developer to reconsider the project. The developer ultimately withdrew his proposal. The change in historic status from when the City initially released the RFP to when negotiations were well underway was the principal reason the project stalled.

On the other privately owned property (701 Escobar St.), the developer is currently considering the project feasibility, due in part to the increased costs of completing an environmental document, in which the review of the building for its historic integrity will be a significant cost factor. Since no current inventory is available, and this building does not appear on any previous list, there are large unknowns as to its historic status. These unknowns represent additional risk to the developer and could lead to the project being significantly delayed. .

In these two examples, uncertainty has played a large part in determining the willingness for developers to invest funds in Downtown Martinez. The most significant contribution of an updated Historic Resource Inventory is objective information, which can create a level of certainty for development proposals, if there is a question regarding a projects impact on historic resources. By having a list of historic resources and the companion historic context statement that describes why a resource is historic, then the merits of a project can be reviewed with some certainty that its status as a historic resource will not change during project review. The importance of this certainty cannot be overemphasized as a major factor in attracting developers and investors to Martinez. In that light, the completion of the Historic Resource Inventory can be considered one of the most important economic development tools available to the City to help implement the Downtown Specific Plan, and to realize the goals of revitalizing downtown Martinez with additional housing units, retail attractions, and new jobs.

FISCAL IMPACT:

Funds in the amount of \$50,000 have been encumbered for this project, in FY 2007.

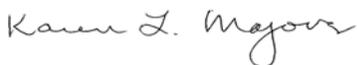
ACTION:

Adopt resolution to execute a contract with Frederic Knapp Architect, Inc.

ATTACHMENTS:

1. Request for Proposals
2. Knapp/VerPlanck RFP response
3. Draft Resolution
4. Draft Contract

APPROVED BY: 
Assistant City Manager/
Administrative Services Director

APPROVED BY: 
Assistant City Manager/
Community Development Director



City of Martinez

525 Henrietta Street Martinez CA 94553

COMMUNITY DEVELOPMENT DEPARTMENT
(925) 372-3515

**RE: Request for Proposals (RFP)
Historic Context Statement and Historic Resource Survey (update)**

Dear Architectural History Consultant:

The purpose of this Request for Proposal is to contract with a Historical Resource consultant to assist the City of Martinez in updating its Historic Resource inventory, last completed in 1982.

The City of Martinez has recently completed a Downtown Specific Plan (DSP), where one of the outcomes was the creation of a new Historic District Overlay zone, plus the identification of several buildings as contributors to the District (see attached map).

The City has received more interest from the development community in its Downtown, and as such the need to update the City's Historic Resources Inventory is becoming critical. The last inventory was adopted by the City Council in 1982. Lacking from that past effort is a Historical Context Statement for the Downtown, which is part of this RFP, in an effort to identify over-arching themes relevant to the history and development of the City of Martinez.

We would like a response from your firm by **June 15th, 2007**. If you have questions regarding this project please call me **AFTER MAY 29TH** at (925) 372-3534 or email at alopez@cityofmartinez.org. **Return proposals to address above or email.**

Needed Services

1. A thorough review of background material
2. Preparation of a Historic Context Statement for the Downtown Core and Downtown Shoreline districts, within the context of the greater downtown.
3. Review of Historic District boundaries to determine appropriateness

4. Update of survey area where there are high concentrations of potential historic resources undergoing development pressures. Approximately 50-75 buildings within the Downtown Core and Downtown Shoreline districts.
5. Attendance at 3-5 meetings with staff, community, Planning Commission and/or City Council

Submittal Requirements

1. Project Approach, including describing how a staff implemented community involvement component would work.
2. Scope of Work delineating various steps, level of effort and a rough schedule
3. Describe deliverables, names of documents
4. Overview of Project Team

Attachments and Background material

1. Historic Resource Inventory (1982)
2. Cultural Resource section of EIR (2004)
3. Figure 3-1 Downtown Specific Plan Land Use Map (2006)

Budget

\$50,000

Project Description:

Location: Downtown Martinez encompasses a 220 acre area and is a mix of residential, commercial, industrial and recreational uses. The focus of this project is the Downtown Core and Downtown Shoreline areas within the DSP, approximately 50 acres with 157 parcels. Most of the 157 parcels are improved with structures built prior to 1950, and most of the remainder vacant parcels are used for parking lots. Staff believes of the 157 parcels within the focus area, only 50-75 may contain a historic resource.

In preparing this RFP, the City specifically omitted from study the Downtown Neighborhood and Civic districts within the DSP, only because the focus of development likely to impact historic resources does not lie in these areas. Most of the development will occur in the Downtown Core and Downtown Shoreline land use areas. **See Figure 3-1 Land Use**

Setting Downtown Martinez is an industrial era downtown built around a traditional "grid" system consisting of approximately 220 acres. It serves as the County seat with several administration buildings constructed to serve County functions of the court system, finance, recorder and clerk. Many of the buildings built in the early 1900's remain today, but have been altered over the years. Many retain their original integrity and recent efforts to preserve them resulted in one building listed on the California Register (630 Court St.). The Downtown Core of Main Street and Ferry Street contain many of the signature brick buildings of Downtown Martinez, with peripheral industrial

buildings (most also built in early 1900's) near the railroad track and shoreline. It is in these areas the City is likely to see more development interest, and would like to focus this RFP effort. Also, these areas contain the bulk of the opportunity sites identified in the Specific Plan.

Approach This focused approach by the City is mainly driven by budget. The historical context statement will likely be a significant part of the budget, with the remainder used as "piece-work" for actual resource evaluation. The project may grow or shrink as funds become available, relying on the context statement as background material for future resource evaluation. In the event the City must further refine its Historic District boundaries and/or focus resource evaluations on specific block areas, those areas where historic resources are most threatened will be the priority.

Finally, the City must engage its community in this Historic Resource effort. Staff will undertake much of this work, but will require the assistance of the consultant to frame the issues, agree on meeting outcomes, and provide architectural history expertise to determine resource significance.

Please review the attachments carefully, as they contain much of the information you will need as background material.

I look forward to receiving your response to the request for proposal.

Sincerely,

Albert Lopez
Deputy Community Development Director



Martinez, California

**Historic Context Statement
and Historic Resource Survey**

Proposal for Services



Frederic Knapp Architect
Architecture • Historic Preservation

and

KELLEY & VERPLANCK
HISTORICAL RESOURCES CONSULTING

15 June 2007



15 June 2007

Mr. Albert Lopez
Deputy Community Development Director
City of Martinez
525 Henrietta Street
Martinez, CA 94553

Re: Downtown Historic Context Statement and Resource Survey

Dear Mr. Lopez,

Kelley and VerPlanck Historic Resources Consulting and Frederic Knapp Architect, Inc. are excited to submit a proposal for this survey and context statement, which will play a crucial role in how the City enhances its cultural heritage as it develops. Our firms have joined to provide an experienced professional team which can help the City determine the methodology, scope, and format that best suit planning needs in the short and long terms and perform the documentation.

The survey and context statement must build on the Downtown Specific Plan and the earlier Cultural Resource Survey, to enrich and extend the understanding and record of how today's buildings and urban fabric tell the story of the history of Martinez. Where an exhaustive inventory cannot be created at the outset, it is crucial to lay the groundwork for a lasting approach by identifying important historical themes and producing documents which are easy to augment in the future and versatile enough to accommodate changes in focus.

Our team's knowledge of California history and experience in planning projects offer the City:

- three senior principals, experienced as a team, available to work directly on the project;
- experience with wide range of planning projects, from small sites to large districts;
- a record of helping communities and property owners determine individual approaches;
- a keen sense of what makes each place distinctive – and how people and institutions relate to the physical environment.

We are eager for the opportunity to discuss your needs and how we can help you achieve your goals. We look forward to hearing from you.

Sincerely,

Frederic Knapp

Christopher VerPlanck

Project Approach

The downtown Historic Context Statement and Historic Resource Survey requires a good grasp of the historical development of Martinez and its downtown in order to plan an effective and complete survey and context statement within the finite resources available. Our team will emphasize careful advance research and review of background information so we can maximize the results of archival research, field survey, and community participation. Steady attention to the way smaller parts relate to the larger downtown and previous documents such as the Downtown Specific Plan will allow periodic adjustments in focus and methodology to ensure the work closely matches the City's needs and maximizes its budget.

Martinez is the product of a series of historical patterns and events, with existing resources conveying the significance of the City's past. From the holdings of the City, the Martinez Historical Society, the County, and other repositories, we will establish a historical framework incorporating and expanding on the major events, patterns, and personalities which shaped the city, including Don Ygnacio Martinez; trading, shipping, ferry service, and the railroad from the Gold Rush on; statehood and designation as the county seat; and commerce and industry including wineries, bottled water, agriculture, and mining. Because the survey is to focus on the Downtown Core and Downtown Shoreline, an essential element of initial research will be to discern topics important to these areas.

A survey which is to be an ongoing process in addition to an initial product is most successful if flexibility and incremental expansion are built into the methodology from the outset. The context statement will be a definitive document, as will the boundary of the survey area. The format and approach of the initial resource documentation should be tailored to the schedule and available resources. It may be most advantageous to document most individual properties with DPR 523a forms only, and to emphasize DPR 523d (district) documentation for important concentrations of buildings and structures within the survey area. With limitations on cost and/or schedule, attempting to provide DPR 523b forms for all historic properties – or to predict accurately which properties will need to be documented with them first – may not be the wisest or most economically viable approach.

Another area where a flexible approach may better respond to the resources and circumstances is the community involvement component. Some cities have achieved great results from public participation in surveys in terms of making the most of a limited budget, benefiting from local knowledge and privately held records, and soliciting community support for the planning process. But supervision, quality control, communications, and public buy-in can all be extremely sensitive issues when residents are recruited for survey and research. The core principle for configuring community participation is to devise an approach which will yield reliable information without burdening City staff or requiring additional fee from consultants to solve problems which arise during survey, research, or documentation. This approach typically seeks cohesive teams of highly skilled residents who have a great depth of knowledge of local history and properties, and who can produce high-quality work and successfully involve and inform the wider community as it progresses. If this best-case scenario does not apply, it is often better to adjust the design of the survey to fit the situation of the community than it is to try to train the participants or organize background data or a format for deliverables to make the standard approach work. For example, it may be most effective to organize community workshops where participants can see background data and maps, contribute documentation and research, and then view and comment on final forms and analysis compiled by consultants or staff.

Scope of Work

Task 1	Reconnaissance Survey: Photograph and document every property within the survey area built prior to 1962 on standardized electronic survey forms
Level of Effort	40 hours (2 people 20 hours)
Schedule	Week 1
Task 2	Project Start-Up and Background Documentation: Meet with City staff; collect, organize, and copy information from archives, repositories, and core local experts
Level of Effort	40 hours (one person)
Schedule	Week 1
Task 3	Historical Context: evaluate background documentation and conduct additional research based on themes which emerge as important to the study area
Level of Effort	40 hours (one person)
Schedule	Weeks 2-3
Task 4	Context Statement: Draft context statement and initial boundaries. The context statement will document general historical trends and events citywide but the focus of it will be on the survey area. It will include resource types from the survey area only, unless making a comparison with a building outside the survey area.
Level of Effort	60 hours (one person)
Schedule	Weeks 4-6
Task 5	Initial Property List: Identify Properties forty-five years or older for further research using assessor's records
Level of Effort	6 hours (one person)
Schedule	Weeks 4-6
Task 6	Initial Inventory: DPR 523A forms for 50-75 potential historic properties
Level of Effort	200 hours (three people)
Schedule	Weeks 4-8
Task 7	Develop Inventory: DPR 523D (or B) forms for selected resources
Level of Effort	To be determined
Schedule	To be determined

Task 8	Public Workshops or Staff Training for Community Involvement
Level of Effort	To be determined
Schedule	To be determined

Task 9	Public Meetings
Level of Effort	18 Hours (two people)
Schedule	To be determined

It is anticipated the process will take a total of 20 to 24 weeks, including internal review by City staff, workshops, additional survey and documentation of individual resources or districts, and public presentations. The tasks described and scheduled above are likely to fit the City's needs, but the ones marked "To be determined" cannot be spelled out in detail until an initial scope and approach are vetted by City staff.

Deliverables

Context Statement

The Context Statement will be an illustrated document of 40-50 pages consisting of the following sections: Introduction, Methodology, Identification of Historic Resources, History of the city of Martinez, beginning with the prehistoric era and extending to the present day, Identification of Historic Property Types, List of Potentially Significant Properties and Historic Districts, Conclusion. The Historic Context Statement is intended to be a living document that can be added to when necessary or desirable.

Inventory Forms

We will produce DPR 523A forms for 50 to 75 buildings within the initial survey area. The final list will be completed in consultation with Planning Department staff. These forms will be delivered as electronic files and on paper.

We anticipate documenting significant resources in more depth, either through DPR 523D forms for district(s) containing a substantial portion of the properties in the study area, or through DPR 523B forms for selected individual properties. We do not anticipate the budget will allow for us to complete DPR 523B forms for each historic property in the Downtown Core and Downtown Shoreline areas along with the other tasks the City has identified. We will deliver the DPR 523B or D forms in the same format as the DPR 523A forms.

Maps

At a minimum, we will map the following:

- study area
- individual properties reviewed based on age
- previously designated Overlay District
- recommended boundaries of historic district(s)
- individually significant properties
- properties contributing to district(s)
- historic properties which do not retain integrity
- properties, zones, or patterns which merit early additional study

This information may best be conveyed on one or more maps, depending on the media used. A combination of electronic and print media is likely to be the most helpful. We will use background maps available from the City.

Community Participation Design

Based on consultations with the Planning Department staff and stakeholders staff identify, we will prepare a written design for community participation. If the City opts for community survey teams, we anticipate conducting workshops for staff or key public participants so they can train and supervise survey teams. We will also design survey forms and evaluation methodology.

If the City chooses to have public workshops, we will prepare, compile, and evaluate background information for presentation at the first workshop, where community feedback will be solicited. The second workshop will focus on recording oral histories, photographs, and other documentation in the possession of community members. The workshop presentation media will be geared for public meetings and possibly Internet use. The historical documents and data submitted by the public at workshop and the findings based on them will likely be in the original media presented by the public and electronic conversions (such as scans or digital photographs of items from personal collections). They will be organized and submitted to the City in a format geared to research on individual properties. This will maximize the amount of information gathered from the public and organized for effective, ongoing use. We do not anticipate it will be feasible to create a comprehensive and definitive historic inventory in electronic or readily printable form incorporating all the information gleaned from the workshops.

Overview of the Project Team

Firm Profile: Kelley & VerPlanck

Kelley & VerPlanck Historic Resources Consulting specializes in the analysis and documentation of properties in San Francisco, the Bay Area, and the West. Our offices are located in the Glen Park neighborhood of San Francisco; as such we are accustomed to working in the micro-environments, both cultural and historical, that characterize Bay Area communities. We have particular interest and expertise in dealing with vernacular industrial and residential properties, ranging from early Mexican era adobes to mid-century ranch houses and commercial properties.

In fourteen years of professional experience as principal and founding partner of Tim Kelley Consulting and Historic Homes, Tim Kelley has fully documented the histories of hundreds of Victorian structures whose origins were believed lost in the earthquake and fire of 1906. As a recognized expert in San Francisco labor history, he also brings a valuable perspective to the documentation and analysis of industrial structures and workplaces.

Christopher VerPlanck, a recent addition to the firm, is a well known architectural historian who holds a Masters degree in Architectural History from the University of Virginia. He has worked in San Francisco for over a decade – initially for two years as a preservation advocate at San Francisco Architectural Heritage, and then for almost eight years as the senior architectural historian at Page & Turnbull. While working in both of these environments, Mr. VerPlanck has gained expertise in all aspects of historical resource analysis, from the evaluation and documentation of individual vernacular buildings to large-scale ornate civic structures and industrial plants. Mr. VerPlanck has worked all over the West, with notable projects ranging from surveys of the Los Angeles Civic Center and St. Helena to physical documentation of the Will Rogers Ranch in Pacific Palisades and several Mary Colter-designed structures at Grand Canyon National Park.

The firm utilizes all digital tools available, including extensive proprietary data bases and digital photography.

KELLEY & VERPLANCK

HISTORICAL RESOURCES CONSULTING

CURRICULUM VITAE CHRISTOPHER PATRICK VERPLANCK

CONTACT INFORMATION:

Kelley & VerPlanck
Historical Resources Consulting
2912 Diamond Street #330
San Francisco
415.337.5824 (Office)
415.606.0920 (Cellular)
chris@kvpconsulting.com

EDUCATION:

1997

University of Virginia, Charlottesville, Virginia
Graduate School of Architecture
M. ArchH. in Architectural History & Certificate in Historic Preservation

1992

Bates College, Lewiston, Maine
BA in History; Minor in Studio Art

1989

University of St. Andrews, St. Andrews, Scotland
Course work in Mediaeval and Modern History

PROFESSIONAL EXPERIENCE

PAGE & TURNBULL, INC.

Historian. 1999-2007

Served as principal historian and established "Cultural Resources Studio," a department of historians, planners, and preservationists charged with completing a variety of projects throughout the Western United States. Beginning with one member in 1999, I expanded the studio to six members and two interns by the end of 2006. Selected projects successfully completed include the following:

Historic Structure Reports:

Bright Angel Lodge & Cabins, Grand Canyon, AZ	Desert Watchtower and Lookout Studio, Grand Canyon, AZ
Will Rogers State Historic Park, Pacific Palisades, CA	Pond Farm Studio, Guerneville, CA
Blue Wing Inn, Sonoma, CA	Berkeley Old City Hall Council Chambers, Berkeley, CA
Davis/Shorb House, Berkeley, CA	

Historic Resource Evaluation Reports:

Muni "E" Line, San Francisco, CA	Salk Institute for Biological Studies, La Jolla, CA
California Academy of Sciences, San Francisco, CA	O'Shaughnessy Dam, Yosemite National Park, CA
Golden Gate Concourse, San Francisco, CA	Shinn Historic Park, Fremont, CA
Mutual Savings Bank Building, San Francisco, CA	Samuel Gompers Trade School, San Francisco, CA
Spreckels Sugar Refinery, Spreckels, CA	Schlage Lock Factory, San Francisco, CA
UC Printing Plant, Berkeley, CA	Union Oil Company Building, San Francisco, CA
Jenkins House, Woodside, CA	Crocker Bank Building, San Francisco, CA

Section 106 Documentation:

Third Church of Christ Scientist, San Francisco, CA	Folsom/Dore Housing, San Francisco, CA
Eighth & Howard Street Housing, San Francisco, CA	VA Medical Center, Ft. Miley, San Francisco, CA

HABS/HAER/HALS Documentation:

Pond Farm Studio Complex, Guerneville, CA	Walters & Co. Building, San Francisco, CA
Young Men's Institute, San Francisco, CA	IBM Building 025, San José, CA

Design Guidelines:

Downtown Historic District, San José, CA	St. James Park, San José, CA
Donlon Way Area, Dublin, CA	

National Register Nominations:

1000 Van Ness Street, San Francisco, CA	New Mission Theater, San Francisco, CA
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KELLEY & VERPLANCK

HISTORICAL RESOURCES CONSULTING

Cultural Resource Surveys:

Los Angeles Civic Center, Los Angeles, CA
Dogpatch Survey, San Francisco, CA

Market/Octavia Planning Area, San Francisco, CA
St. Helena Cultural Resources Inventory, St. Helena, CA

Miscellaneous Planning Studies:

Charleston Preservation Plan, Charleston, SC
Woodside Preservation Element, Woodside, CA

Alameda Naval Air Station Re-use Plan, Alameda, CA

GOUCHER COLLEGE
Adjunct Faculty in Graduate Program of Historic Preservation. Taught introductory course in American Architectural History for two years. Continue to serve on independent study and thesis committees.

Baltimore, MD: 2001-

SAN FRANCISCO ARCHITECTURAL HERITAGE
Assisted executive director with research, writing, outreach, and advocacy. Completed survey of Northeast Waterfront district in San Francisco. Initiated Dogpatch Cultural Resources Survey.

San Francisco: 1997-1999

FELLOWSHIPS

NATIONAL PARK SERVICE
Won Sally Kress Tompkins Fellowship in 1997 after graduation from UVA and worked for one summer recording textile mill housing in Alabama and Georgia for the Historic American Engineering Record (HAER). Among other accomplishments, I prepared a context statement for textile mill housing in the United States and an illustrated typology of southern textile mill housing.

Washington, D.C.: 1997

THOMAS JEFFERSON'S MONTICELLO
Assisted architectural conservator in restoration of historic mahogany triple-sash windows on the home of Thomas Jefferson.

Charlottesville, VA: 1996

PUBLICATIONS/BOOKS

I have been very active in the preservation communities of San Francisco and California as a whole. In addition to advocacy efforts, I have authored numerous articles on San Francisco's social and architectural history for a variety of publications, including *Vernacular Architecture Forum*, *San Francisco Heritage News*, *San Francisco Apartment Magazine*, *the New Fillmore News* and other local publications. I have also co-authored an essay in Ray McDevitt's *Courthouses of California*, published in 2000 by Heyday Books and the California Historical Society. A complete list of publications is available upon request.

PRESENTATIONS

I have presented academic papers and other research topics to a variety of organizations in the Bay Area, including the California Preservation Foundation, San Francisco Historical Society, San Francisco Architectural Heritage, the Alameda Historical Society, and the San Francisco Art Institute. I also offer walking tours of the Dogpatch Historic District in San Francisco. These tours are regularly scheduled at the request of national preservation and planning conferences that come to San Francisco, including the 2004 California Preservation Foundation Conference and the 2005 American Planning Association Convention. I also led a tour of historic resources along the South Rim of the Grand Canyon for the American Institute of Architects 2005 Conference in Las Vegas.

AWARDS

My Dogpatch Survey won a San Francisco Beautiful Award in 2001 and a California Preservation Foundation Award in 2005. My Blue Wing Inn Historic Structure Report was similarly honored with an award from the California Preservation Foundation in 2002.

PROFESSIONAL ASSOCIATIONS

Until recently I served on the board of directors of the Northern California Chapter of the Society of Architectural Historians, Documentation and Conservation of the Modern Movement (DoCoMoMo), and Recent Past Preservation Network (RPPN). Other professional affiliations include the Society of Architectural Historians, the National Trust for Historic Preservation, the California Preservation Foundation, the California Historical Society, the Society for Commercial Archaeology, San Francisco

KELLEY & VERPLANCK

HISTORICAL RESOURCES CONSULTING

Architectural Heritage, the Peninsula Open Space Trust, the Western Neighborhoods Project, Workplace History Organization, and the San Mateo County Historical Society.

CIVIC INVOLVEMENT

Currently I serve on the San Francisco Planning Department's Survey Advisors Committee. I have also been heavily involved in efforts to preserve and restore a 1906 Earthquake refugee shack, which was temporarily installed on Market Street to commemorate the Centennial of the 1906 Earthquake and Fire. I am also involved in ongoing efforts to find new uses for two now-defunct neighborhood movie palaces in San Francisco: the Harding Theater on Divisadero Street and the New Mission Theater on Mission Street.

SKILLS/INTERESTS

I am proficient in the use of most Microsoft Office products, including Word, Excel, and Powerpoint. I am also skilled in the use of Adobe Photoshop, Acrobat, and Pagemaker. I am approaching verbal and written fluency in Spanish. I can read French and am now studying Norwegian. My hobbies include vintage automobile restoration, gardening, hiking, cooking, surfing, lawn bowling, drawing and painting, writing and advocacy, and calf roping.

References are available upon request.

RÉSUMÉ

Tim Kelley
Kelley & VerPlanck
Historical Resources Consulting
2912 Diamond Street #330
San Francisco, CA 94131
(415) 337-5824
tim@kvpconsulting.com

Relevant Experience

1998-2007

- Appointed to San Francisco Landmarks Preservation Advisory Board
- Directed Landmark Designation Work Program
- Elected President 2001, 2002, 2003, 2004, 2005
- Initiated adoption of National Register Methodology to replace Kalman Methodology
- Member San Francisco Planning Department Survey Advisory Committee
- Evaluator for Central Waterfront Survey, conducted in accordance with California Office of Historic Preservation “Instructions for Recording Historical Resources”, 1995, using DPR 523 forms

2005

- Founder & President, Workplace History Organization, 501(c)(3) corporation dedicated to the study of industrial workplace buildings

1993-Present

- Independent historic researcher and consultant
- Responsible for National Register nominations, Section 106 surveys, local landmark nominations, Part 1 tax credit submissions, historic resource surveys and San Francisco Planning Department-required Historic Resource Evaluation Reports

Education

- Bachelors Degree, Literature, Roosevelt University, 1974

Qualification

- Deemed by OHP to meet the Secretary of the Interior’s Standards for Professional Qualifications



Firm Profile: Frederic Knapp

Frederic Knapp Architect, Inc. provides full architectural services and specializes in historic architecture and urban projects. Based in San Francisco, the firm has practiced in the Bay Area and Northern California since its formation in 2006. In addition to preparing customary architectural documents, the firm performs historical research and analysis, provides planning services related to historic buildings and resources, and consults on entitlements and environmental review of projects involving historical resources. The firm has three full-time staff members in addition to Frederic Knapp and benefits from ongoing collaboration by professionals experienced in architectural history, landscape history, and architecture.

Frederic Knapp has 21 years' experience in architecture and historic preservation. Registered to practice architecture in California and Arizona, he has worked in all phases of architectural practice, from pre-design and programming to post-occupancy and forensic investigation. Frederic Knapp meets the Secretary of the Interior's Professional Qualification Standards for Architecture and Historic Architecture. In addition to preparing architectural documents for preservation projects conforming to the Secretary of the Interior's Standards for the Treatment of Historic Resources, he has prepared feasibility studies, Historic Structures Reports, National Register nominations, federal Historic Preservation Tax Credit applications, and evaluations under review processes such as NEPA, CEQA, and local preservation ordinances. His experience is particularly weighted toward properties consisting of numerous interrelated structures and landscapes, including historic districts, military bases, and university campuses. He has worked on more than two dozen projects at the University of California (Berkeley), the Presidio of San Francisco, Mare Island, Alameda Naval Air Station, the Presidio of Monterey, the Naval Training Center in San Diego, Fort Baker, and Point Molate in Richmond.



Frederic H. Knapp

- Qualifications** Registered architect with 20 years' experience, including project management, from concept design through post-occupancy services. Preservation specialty: architectural design, planning, feasibility studies, regulatory services at local, state, and federal levels. Firm management: financial (including budget, analysis of monthly results), recruiting & personnel, project management, business development. Six years' experience in newspaper reporting & editing, published book and journal author.
- Experience** Frederic Knapp Architect, Inc. 2006-present
Page & Turnbull, San Francisco, CA 1988-2006; principal, architect
Interactive Resources, Richmond, CA 1986-1988; intern architect
George Horvath Associates, Alameda, CA 1986; intern architect
Jeter, Cook & Jepson, Hartford, CT 1985; summer intern
Leroy Van Lent Associates, Somers, NY 1983/4; summer intern
The Hartford Courant, Hartford, CT 1980-1982; reporter
Acorn Press, Ridgefield, CT 1976-1980; reporter, editor
- Registration** California Architects Board C23056
Arizona Board of Technical Registration #2388
- Education** M. Arch., Syracuse University, 1986; University Fellow 1982-83; teaching assistant 1985; Syracuse University Center, Florence, Italy, Fall 1984
B. A., Classics, Trinity College, Hartford, CT, 1976
- Publications** *Hotel Renovation Planning and Design* New York: McGraw-Hill, 1995
"The Sheraton Palace: Preserving the Past, Positioning for the Future,"
Cornell Hotel and Restaurant Administration Quarterly; Ithaca, New York:
Cornell University School of Hotel Administration, December 1991
- Presentations** "Is It Worth Teaching an Old Building (or Site) New Tricks?" concurrent session, Society of College and University Planners national conference, Washington, DC; July 2005; co-presenter with Emily Marthinsen, currently director of planning, University of California, Berkeley.
- Training** National Preservation Institute, Cultural Landscapes training, 2000
National Preservation Institute, Section 106 training (three day), 2001
Association for Preservation Technology, Williamsburg, VA, annual conference and historic coatings training workshop, November 1998

Memberships

American Institute of Architects
National Trust for Historic Preservation
San Francisco Heritage
Berkeley Architectural Heritage Association
Oakland Heritage Alliance
Board of Directors, Episcopal Community Services, San Francisco
Preservation Committee, St. Augustine's Episcopal Church, Oakland

Project Experience

Greek Theatre Historic Structure Report (HSR)
University of California, Berkeley

Tannery Arts Center, Santa Cruz, CA
Consulting historical architect for conversion of historic factory buildings
into artists' studios

Old Power Plant Conversion
University of California, Berkeley
Historical consultant for conversion of original power plant into
performance space for School of Music

St. Francis Episcopal Church, San Francisco
Architect, rehabilitation of church, kitchen, and parish hall.

Southeast Campus Integrated Projects (SCIP), University of California,
Berkeley
Historical consulting architect, CEQA compliance

Trellis Reconstruction, Faculty Club
University of California, Berkeley

Holy Innocents Church, San Francisco
Architect for capital improvements, including new meeting spaces, offices,
and accessibility upgrades

Picchetti Ranch Winery, Cupertino
Construction administration for seismic upgrade of historic masonry
building under county heritage grant program.

Laguna Hill Housing Project, San Francisco
Consultations on preservation regulations and entitlements for conversion
of historic San Francisco State University campus to housing.

Central (Golden Gate) YMCA, San Francisco

Feasibility and project concept consultations for historic preservation and federal tax credits for conversion of historic Y into housing for formerly homeless people and cultural organizations.

Ghirardelli Square, San Francisco

Historic preservation tax credits and entitlements for conversion of office space in historic buildings into hospitality use.

Building 507, Ft. Baker, Golden Gate National Recreation Area

Architect, rehabilitation of former barracks/Nike support building for National Park Service office use.

Naval Training Center, San Diego

Historic architect for rehabilitation of barracks, theater, and office buildings as arts center. Requires conformance to local preservation ordinance.

250 Brannan Street, 231 Franklin Street, 111 Townsend Street, 1104 York Street, 840 Sutter Street, 70 Douglass Street, 3577 Pacific Avenue, 1300-22nd Street, 25 Dolores Street, 26-25th Avenue, 530 Sanchez Street, 227-16th Avenue, San Francisco

Evaluation of historical significance under San Francisco Planning Department procedures for California Register of Historic Resources.

345 and 404 Hartz Avenue, Danville

Evaluation of new buildings under historic downtown design guidelines for Town of Danville

(with Page & Turnbull)

Ghirardelli Square, San Francisco, CA (design); principal in charge as preservation architect for \$80 million conversion to hospitality use of National-Register property significant for 1960s conversion of 19th Century factory complex to retail; includes federal tax credits.

Stanford University, Roble Hall (design); principal in charge for \$6.5 million phased renovation of National-Register eligible dormitory.

Piers 1-1/2, 3, and 5, San Francisco, CA (design and partial construction phase); principal in charge as preservation architect on \$45 million rehabilitation of City-Beautiful-inspired shipping piers to office and restaurant use. Includes federal tax credits.

Alameda Naval Air Station, Alameda, CA and Mare Island Naval Base, Vallejo, CA (planning); principal in charge for preservation consultations for conversion of former military bases into residential and commercial use. Includes Section 106 and California Environmental Quality Act.

Presidio of San Francisco; principal in charge, project manager, and designer for multiple planning studies and architecture projects for the federal Presidio Trust, individual tenants, and the US Army. Projects ranged from rehabilitation of historic duplex housing for non-commissioned officers to consultations on 850,000 square foot project to replace a 1960s hospital complex. Includes NEPA and Section 106.

Hotel Montgomery, San Jose, CA; principal in charge; 63,000 SF, \$15-million rehabilitation of 83-room hotel. Includes federal tax credits. Completed 2004.

Asian Art Museum, San Francisco, CA; project manager as preservation architect for \$150-million conversion of historic library into museum. Completed 2002.

University of California, San Francisco and Berkeley campuses, CA; principal in charge, project manager, and project designer for multiple planning, survey, and architecture projects. Projects included preservation component of New Century Plan for Berkeley, HABS documentation at San Francisco and Berkeley, and seismic upgrades and rehabilitation of historic buildings at Berkeley.

Fairmont Hotel, San Francisco, CA; project architect as preservation architect for \$80-million renovation with federal tax credits. Completed 2001.

Junipero Serra State Office Building, Los Angeles, CA; project architect as preservation architect on design-build team for \$50-million rehabilitation of previously-gutted historic 500,000 SF department store as state office building in Downtown Los Angeles. Completed 2000.

References

Available on request

Jose Cruz E. Reyes

Work

Experience: **Frederic Knapp Architect**, San Francisco, CA
Designer May 2007 - current

Page & Turnbull, Inc, San Francisco, CA
Designer February 2005 - May 2007

Relevant Projects:

- Walt Disney Family Foundation Museum, *Restoration and Adaptive re-use of 1897 soldier barracks in the presidio; pre-schematics through construction documents*
- UC Laguna. *Institutional to housing adaptive re-use of first UC campus in Hayes Valley*
- San Jose State University, Tower Hall. *Exterior restoration and construction administration*
- Stanford University, various. *Roble Hall, Barnum Book Store, Ventura Hall, and The Knoll. From as-builts to schematics and up to construction documents*
- 1010 Gough St. *Exterior Restoration of Bernard Maybeck Building*
- Bay Meadows Race Track, San Mateo, CA. *Historical significance diagrams and evaluation*
- Ghirardelli Square. *Conditions assessment and repair documentation of four 1886-1915 masonry buildings*
- Palace Hotel. *Transfer development rights study for new expansion*
- Wysteria Residences. *Design of three new SFRs in the historic Russian Hill district*
- Hangars 2 and 3, Moffit Airfield. *Adaptive re-use studies for airplane hangars*
- Oakland Military Institute. *Study and Proposal for relocation of K-12 school*
- 333 Battery St., US Customs House. *Fire-safety systems const. administration (GSA)*
- Board of Supervisors Chamber, San Francisco City Hall. *ADA compliant access to chamber' Dais.*

Education: **UC Extension** San Francisco, Ca Prof. Cert., Construction Management. *I.P.*

The University of California, Berkeley Berkeley, Ca B.A. Architecture 2004

Mt. San Antonio College Walnut, Ca Associate in Arts Degree 2002
 Tutoring Certificate 2002

Preparatoria Oficial Irapuato, Guanajuato. MEXICO Bachillerato Fisico-Matematico 1999

Affiliations: **A+PstudioP.**
Founder
 -Non-profit group dedicated to addressing spaces and people in need of transition

University of California Student Archives
Contributor of exemplary work

Canal Alliance, San Rafael, CA
Mentor/ Tutor/ Volunteer

Mt. San Antonio College, Walnut, CA
Tutor

Architecture Foundation of San Francisco (AFSF)-Build SF Program
Mentor



Melissa Anne Bleier

Experience

Frederic Knapp Architect, May 2006-present; Historic research and report preparation for individual buildings and sites. Examples include Greek Theatre at UC Berkeley, 250 Brannan Street, 111 Townsend Street, 26 25th Avenue, 231 Franklin Street in San Francisco; Keyser Hall at Tamalpais Union High School in Mill Valley, and Mission Square in Sonoma.

The Fishel Company, Alameda, CA 2005-2006; lead secretary for Alameda office, corporate contact, redline, and construction reports.

Ascot Staffing, Oakland, CA 2004-2005; recruiter, public relations.

Google, Mountain View, CA 2004-2004; staffing coordinator for engineering department.

California Culinary Academy, San Francisco, CA 2003-04; lead receptionist.

Auctions By the Bay, Restorations By the Bay, Antiques By the Bay Alameda, CA 2000-2003; property and client services manager/ personal assistant and office manager/ antique show coordinator; catalogue property, scheduling, research history and value of items, public relations, and direct marketing.

Marti Kheel, El Cerrito, CA, 1998-2000; Research assistant for Ph.D. dissertation, editing, proofing of drafts.

Education

B. A., English Literature, Medieval Literature, University of California, Berkeley, 2000

Master's Program, Historic Preservation. Goucher College, Baltimore, MD. Expected graduation date, 2009.

Partial MA degree, Museum Studies/Historic Preservation, San Francisco State University 2004

Memberships

National Trust for Historic Preservation
Mendocino County Historical Society
Preservation North Carolina

Volunteer Work

Pardee Home, Oakland Ca. Docent, cataloging, events. 2003-present

References

Available on request

RESOLUTION NO. -07

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH FREDERIC KNAPP ARCHITECT INC. IN AN AMOUNT NOT TO EXCEED \$50,000 TO PREPARE AN HISTORIC RESOURCE INVENTORY FOR DOWNTOWN MARTINEZ

WHEREAS, the City of Martinez has recently completed a Downtown Specific Plan, identifying several development opportunities in the Downtown area, and many of the identified development sites may contain or be near historic resources; and

WHEREAS, the City of Martinez is committed to carefully weight the impacts to historic resources in the context of a development proposal, and believes impacts to historic resources should be minimized to the extent practicable; and

WHEREAS, the City Council last approved an Historic Resource Inventory in 1982, and inventories older than 5 years are not adequate pursuant to the California Environmental Quality Act; and

WHEREAS, staff has issued a Request for Proposals for the completion of an Historic Resource Inventory and received three responses from eligible firms; and

WHEREAS, the proposal from Frederic Knapp Architect Inc. was selected for its approach to addressing the resource inventory and data collection needs of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Martinez authorizes the City Manager to enter into a professional services agreement with Frederic Knapp Architect Inc. in an amount not to exceed \$50,000.

* * * * *

I **HEREBY CERTIFY** that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 5th day of September, 2007, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 5th day of September, 2007, by and between the CITY OF MARTINEZ, hereinafter referred to as CITY, and FREDERIC KNAPP ARCHITECT, INC, hereinafter referred to as CONSULTANT whose address is 564 Market Street No. 402 San Francisco, CA 94104. CITY and CONSULTANT hereby agree as follows:

SPECIFIC PROVISIONS

1. DESCRIPTION OF PROJECT

This Project consists of: Preparation of Historic Resource Inventory for portions of Downtown Martinez, consisting of the commercial areas of the Downtown Core and Downtown Shoreline as described in the adopted Downtown Specific Plan.

2. SCOPE OF SERVICES BY CONSULTANT

The CONSULTANT will work under the supervision of the Deputy Community Development Director in preparing and presenting studies and surveys of historic structures, districts and buildings relevant to the downtown area. Specifically the CONSULTANT will provide the following:

- a. A thorough review of background material
- b. Preparation of a Historic Context Statement for the Downtown Core and Downtown Shoreline districts, within the context of the greater downtown.
- c. Review of Historic District Overlay boundaries to determine appropriateness
- d. Update of survey area where there are high concentrations of potential historic resources undergoing development pressures. Prepare reports on approximately 50-75 buildings within the Downtown Core and Downtown Shoreline districts.
- e. Attendance at 3-5 meetings with staff, community, Planning Commission and/or City Council

as stated in the proposal dated June 15, 2007, incorporated herein by reference and attached as Exhibit "F".

3. SCOPE OF SERVICES TO BE PROVIDED BY CITY

- a. Provision of past studies, documents, photographs, and environmental reports.
- b. Staff technical and logistic support for community meetings.
- c. Access to Geographic Information Systems data, for parcel-level analysis
- d. Project oversight and review of all written reports and deliverables.

4. PAYMENT

a. Compensation

The total cost for services provided by CONSULTANT shall not exceed \$ 50,000.

b. Time of Payment

Provided CONSULTANT is not otherwise in default under this Agreement, CONSULTANT shall be compensated monthly in arrears based upon the time spent during the previous month for which an itemized invoice shall be submitted. CITY agrees to pay CONSULTANT within thirty (30) days of receipt of monthly invoices.

5. TIME OF COMPLETION

a. The CONSULTANT shall commence work upon receipt of written direction to proceed from the CITY.

b. The CONSULTANT shall perform the work described in paragraph 2 in accordance with the following schedule:

Service	Completion Date
<u>Historic Resource Inventory</u>	<u>20-24 weeks from commencement</u>

6. CONSULTANT and the CITY agree the schedule in Paragraph 5 above represents their best estimates with respect to completion dates and both CONSULTANT and CITY acknowledge that departures from the schedule may occur. Therefore, both CONSULTANT and CITY will use reasonable efforts to notify one another of changes to the schedule.

7. CONSULTANT shall not be responsible for performance delays caused by others, or delays beyond CONSULTANT's control, and such delays shall extend the times for performance of the work by CONSULTANT.

* * *

GENERAL PROVISIONS

1. The status of CONSULTANT is that of independent contractor operating having control of his work and the manner in which it is performed. CONSULTANT is not considered to be an officer, an employee, or an agent of CITY. CONSULTANT is not an agent of the CITY, and the CITY retains all rights of approval and discretion with respect to the undertakings contemplated by this Agreement. CONSULTANT, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision or course of action, and CONSULTANT, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the CITY or that it or they have the power to bind or commit the CITY.

2. The CONSULTANT agrees that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul and cancel this Agreement without liability of any sort and/or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

3. All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be endorsed by CONSULTANT and delivered to and become the property of and/or all rights assigned to the CITY. In addition, data prepared or obtained under this Contract shall be made available, upon request, to the CITY. CONSULTANT shall prepare check prints as needed. The foregoing notwithstanding, said documents, plans, etc., are site specific for the subject project and shall not be used for any other work without the consent of CONSULTANT.

4. CONSULTANT shall provide properly skilled professional and technical personnel to perform all services under this contract. The CONSULTANT shall not engage the services of any person or persons now employed by the CITY, except with the written permission of the CITY. Except as otherwise herein provided, the CONSULTANT shall not assign or sublet any portion of the services to be performed under this Agreement without the prior written consent of the CITY. In the event that the CITY, in writing, approves any assignment or subletting of this Agreement or the retention of subconsultants by CONSULTANT, the CONSULTANT shall provide to the CITY copies of each and every subconsultant contract prior to the execution thereof by the CONSULTANT and subconsultant.

5. In the event CONSULTANT will perform inspection services, CITY or authorized representatives of the CITY shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by the CITY do not in any way relieve or minimize the responsibility of CONSULTANT to conduct the inspections CONSULTANT has expressly agreed to perform pursuant to this agreement. CONSULTANT shall be solely liable for said inspections performed

by CONSULTANT. CONSULTANT shall certify in writing to the CITY as to the completeness and acceptability of each inspection of improvement or construction which CONSULTANT agrees to inspect hereunder.

6. CONSULTANT shall function as technical representative of CITY, and all of his/her/its activities under this Agreement shall be performed to the full satisfaction and approval of the CITY Engineer. CONSULTANT and his sub-consultants shall keep and maintain full and complete documentation and accounting records, including all records, employees' time sheets, and correspondence pertaining to the Project, and make such documents and records available for review and/or audit evaluation by representative of CITY at all reasonable times during the contract period and for at least four (4) years from the date of final payment hereunder and upon request (copies of pertinent reports and correspondence shall be furnished for the files of CITY.

7. CONSULTANT and CONSULTANT'S work and work product shall comply with all Federal, State and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

8. All changes and/or extra work shall be performed and paid for in accordance with the following:

a. Only the CITY Community Development Director or CITY Council may authorize extra and/or changed work. CONSULTANT expressly recognizes that other CITY personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of CONSULTANT to secure the Council's or CITY Community Development Director 's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and CONSULTANT thereafter shall be entitled to no compensation whatsoever for performance of such work.

b. If the CONSULTANT is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify the CITY of the fact. The CITY shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide extra compensation to the CONSULTANT on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the CITY and the CONSULTANT. Such Supplemental Agreement shall be executed by the CONSULTANT and be approved by the CITY Manager or CITY Community Development Director.

c. In the event CITY determines that such work does not constitute extra work, CONSULTANT shall not be paid extra compensation above that provided herein and if such determination is made by CITY staff, said determination may be appealed to

the CITY Council as long as a written appeal is submitted to the CITY Manager within five (5) days after the staff's determination is received by the CONSULTANT. Said written appeal shall include a description of each and every ground upon which CONSULTANT challenges the staff's determination. The CITY Council's decision shall be final.

9. CITY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONSULTANT'S work by CITY shall not operate as a waiver or release. CONSULTANT represents and warrants to CITY that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for CONSULTANT to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession. CONSULTANT shall indemnify and hold harmless the CITY from and against any and all claims or expenses caused or occasioned directly or indirectly by CONSULTANT'S failure to so perform.

- (a) CONSULTANT assumes all responsibility for damages of property or injury or death to persons caused by negligent performance, errors or omissions of CONSULTANT, his agents or employees, or any equipment furnished under the Agreement or used by CONSULTANT, his/her agents and employees. To the extent permitted by law, CONSULTANT shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CONSULTANT arising out of, pertaining to or relating to, directly or indirectly, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control. CITY agrees to provide CONSULTANT with reasonable notification of legal claims and/or lawsuits which CITY may receive and which CITY will request indemnification in under this paragraph.
- (b) This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONSULTANT under Workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by CONSULTANT.

10. Without limiting CONSULTANT'S indemnification provided hereunder, CONSULTANT shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the CITY, the following policies of insurance with insurers with a Best rating of no less than A:X111:

a. Workers' Compensation insurance to cover its employees, and the CONSULTANT shall require all subconsultants similarly to provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subconsultant's employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to the CITY.

In the event any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide, and shall cause all subconsultants to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to CITY and shall provide that it will not be canceled without first giving thirty (30) days notice to CITY.

CONSULTANT'S Worker's Compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment."

b. Commercial general liability insurance including personal injury and property damage insurance for all activities of the CONSULTANT and its subconsultants arising out of or in connection with this contract, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, cross liability, X, C, U hazards, subcontractors named as additional insureds (inapplicable if no subcontractors or subconsultants), vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than \$1 million dollars combined, single limit personal injury and property damage for each occurrence. The completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by CITY. Each such policy shall be endorsed with the following language:

(1) The CITY OF MARTINEZ is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(3) The insurance provided herein is primary and no insurance held or owned by the CITY of MARTINEZ shall be called upon to contribute to a loss.

(4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the CITY of MARTINEZ.

(5) This policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.

c. Professional liability, errors and omissions insurance in an amount not less than \$1 million dollars. The professional liability insurance policy shall be endorsed with a provision stating that it may not be canceled without first giving thirty (30) days prior written notice to the CITY. The professional liability policy shall be written on an occurrence policy basis to cover any professional liability, errors or omissions made during the term of the policy. In the event CONSULTANT'S policy is a "claims made" policy only covering those claims made during the policy period, then CONSULTANT agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.

(1) SUB-CONSULTANTS providing professional services under this agreement shall be added to CONSULTANT'S policy as additional insured, or shall provide evidence of their own professional liability insurance which is acceptable to the CITY Attorney.

d. CONSULTANT shall submit to CITY documentation evidencing its required insurance signed by the insurance agent and companies named on the CITY OF MARTINEZ form, copies of which are attached as Exhibit "A", "B", "C", "D", and "E". Any deductible or self-insured retentions must be declared to and approved by CITY. At the option of CITY insurer shall reduce or eliminate such deductible or self-insured retention as respects CITY, its officers and employees or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses.

11. The CITY shall furnish the CONSULTANT, to the extent that they are available, CITY standards, details, specifications, and regulations applying to the Project and other such information which may be helpful to the CONSULTANT in performance of its service. Any and all additional data necessary for design work shall be the responsibility of the CONSULTANT.

12. The CITY may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by CONSULTANT of the services required. Notice of termination of this Agreement shall be given in writing to CONSULTANT, and shall be sufficient and complete when same is deposited in the United States mail postage prepaid and certified, addressed as set forth in paragraph 18 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by CONSULTANT. If CITY should terminate this Agreement, the CONSULTANT shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by the CONSULTANT or his employees, or services of others ordered by the CONSULTANT or his employees prior to receipt of notice of termination whether or not such materials or final instruments of services of others have actually been delivered, provided that

the CONSULTANT or its employees are not able to cancel such orders for materials or services of others. Compensation for the CONSULTANT in the event of termination shall be determined by the CITY Community Development Director in accordance with the percentage of project completed and agreed to by the CONSULTANT. In the event that this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall not be entitled to any additional compensation over that provided herein; nor shall CONSULTANT be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the CITY pursuant hereto. CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the CITY only for good cause. CONSULTANT's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the CITY's last payment shall be relinquished to the CITY. The CITY may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

13. Should the CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the CITY may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. CONSULTANT shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by CITY by virtue of the CONSULTANT'S breach of this Agreement.

14. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.

15. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.

16. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a repudiation of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

17. All notices permitted or required hereunder shall be addressed as follows:

If to the CITY:

Community Development Director
City of Martinez
525 Henrietta Street
Martinez CA 94553

If to the CONSULTANT:

Frederic Knapp Architect
564 Market Street No 402
San Francisco, CA 94104
(415) 986-2327

18. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Contra Costa.

19. CONSULTANT shall provide assistance as necessary to resolve any questions on conflicts between plans and specifications prepared by CONSULTANT pursuant to this Agreement that may arise during the period of advertising for bids and shall issue any necessary addenda to the plans and specifications as requested. In the event CONSULTANT is of the opinion that CITY'S requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the provision of section 8 hereof.

20. In the event either party to this Agreement brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to attorney's and witness fees as well as other costs.

21. In the event any portion of the consideration to be paid to the CONSULTANT is derived from federal sources, the following provisions shall apply:

a. The CONSULTANT will comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49 Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

b. The CONSULTANT with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

d. The CONSULTANT will provide all information and reports required by the Regulations or orders, and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY as appropriate, and shall set forth what efforts he has made to obtain the information.

e. In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the CITY shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

(1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies;

(2) Cancellation, termination, or suspension of the contract, in whole or in part.

f. The CONSULTANT will include the provisions of paragraph "a" through "e" in every subcontract, including procurements of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any Regulations, order, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the CITY or its representative may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter such litigation to protect the interest of the CITY, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Provisions of Subparagraph "f" shall not apply if CONSULTANT completed all the work covered by this contract without any subcontractor or subconsultant.

22. Time is of the essence in the completion of the work tasks assigned to CONSULTANT in each Task Order.

