

1 B. Consultant may select the time and place of performance for
2 these services provided, however, that access to Agency documents, records, and
3 the like, if needed by Consultant, shall be available only during Agency's normal
4 business hours and provided that milestones for performance, if any, are met.

5 C. Consultant has requested to receive regular payments.
6 Agency shall pay Consultant in due course of payments following receipt from
7 Consultant and approval by Agency of invoices showing the services or task
8 performed, the time expended (if billing is hourly), and the name of the Project.
9 Consultant shall certify on the invoices that Consultant has performed the services
10 in full conformance with this Agreement and is entitled to receive payment. Each
11 invoice shall be accompanied by a progress report indicating the progress to date
12 of services performed and covered by the invoice, including a brief statement of
13 any Project problems and potential causes of delay in performance, and listing
14 those services that are projected for performance by Consultant during the next
15 invoice cycle. Where billing is done and payment is made on an hourly basis, the
16 parties acknowledge that this arrangement is either customary practice for
17 Consultant's profession, industry, or business, or is necessary to satisfy audit and
18 legal requirements which may arise.

19 D. Consultant represents that Consultant has obtained all
20 necessary information on conditions and circumstances that may affect its
21 performance and has conducted site visits, if necessary.

22 2. TERM. The term of this Agreement shall commence at midnight on
23 July 15, 2013, and shall terminate at 11:59 p.m. on September 30, 2016, unless sooner
24 terminated as provided in this Agreement, or unless the services or the Project is
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with Agency's
28 representative, if any, named in Exhibit "C", attached to this Agreement and

1 incorporated by this reference. Consultant shall advise and inform Agency's
2 representative of the work in progress on the Project in sufficient detail so as to
3 assist Agency's representative in making presentations and in holding meetings on
4 the Project. Agency shall furnish to Consultant information or materials, if any,
5 described in Exhibit "D" attached to this Agreement and incorporated by this
6 reference, and shall perform any other tasks described in the Exhibit.

7 B. The parties acknowledge that a substantial inducement to
8 Agency for entering this Agreement was and is the reputation and skill of
9 Consultant's key employee, Richard D'Amato. Agency shall have the right to
10 approve any person proposed by Consultant to replace that key employee.

11 4. INDEPENDENT CONTRACTOR. In performing its services,
12 Consultant is and shall act as an independent contractor and not an employee,
13 representative, or agent of Agency. Consultant shall have control of Consultant's work
14 and the manner in which it is performed. Consultant shall be free to contract for similar
15 services to be performed for others during this Agreement provided, however, that
16 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
17 Consultant acknowledges and agrees that a) Agency will not withhold taxes of any kind
18 from Consultant's compensation, b) Agency will not secure workers' compensation or pay
19 unemployment insurance to, for or on Consultant's behalf, and c) Agency will not provide
20 and Consultant is not entitled to any of the usual and customary rights, benefits or
21 privileges of Agency employees. Consultant expressly warrants that neither Consultant
22 nor any of Consultant's employees or agents shall represent themselves to be employees
23 or agents of Agency.

24 5. INSURANCE.

25 A. As a condition precedent to the effectiveness of this
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
27 duration of this Agreement, from insurance companies that are admitted to write
28 insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to
2 Section 1763 of the California Insurance Code and that have ratings of or
3 equivalent to A:VIII by A.M. Best Company the following insurance:

4 (a) Commercial general liability insurance (equivalent in scope to
5 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
6 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
7 coverage shall include but not be limited to broad form contractual liability,
8 cross liability, independent contractors liability, and products and
9 completed operations liability. Agency, its boards and commissions, and
10 their officials, employees and agents shall be named as additional
11 insureds by endorsement (on Agency's endorsement form or on an
12 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
13 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33
14 07 04 and CG 20 37 07 04), and this insurance shall contain no special
15 limitations on the scope of protection given to Agency, its boards and
16 commissions, and their officials, employees and agents. This policy shall
17 be endorsed to state that the insurer waives its right of subrogation
18 against Agency, its boards and commissions, and their officials,
19 employees and agents.

20 (b) Workers' Compensation insurance as required by the California
21 Labor Code and employer's liability insurance in an amount not less than
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives
23 its right of subrogation against Agency, its boards and commissions, and
24 their officials, employees and agents.

25 (c) Professional liability or errors and omissions insurance in an
26 amount not less than \$1,000,000 per claim.

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

2 B. Any self-insurance program, self-insured retention, or
3 deductible must be separately approved in writing by Agency's Risk Manager or
4 designee and shall protect Agency, its officials, employees and agents in the same
5 manner and to the same extent as they would have been protected had the policy
6 or policies not contained retention or deductible provisions.

7 C. Each insurance policy shall be endorsed to state that
8 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
9 days prior written notice to Agency, shall be primary and not contributing to any
10 other insurance or self-insurance maintained by Agency, and shall be endorsed to
11 state that coverage maintained by Agency shall be excess to and shall not
12 contribute to insurance or self-insurance maintained by Consultant. Consultant
13 shall notify Agency in writing within five (5) days after any insurance has been
14 voided by the insurer or cancelled by the insured.

15 D. If this coverage is written on a "claims made" basis, it must
16 provide for an extended reporting period of not less than one hundred eighty (180)
17 days, commencing on the date this Agreement expires or is terminated, unless
18 Consultant guarantees that Consultant will provide to Agency evidence of
19 uninterrupted, continuing coverage for a period of not less than three (3) years,
20 commencing on the date this Agreement expires or is terminated.

21 E. Consultant shall require that all subconsultants or contractors
22 which Consultant uses in the performance of these services maintain insurance in
23 compliance with this Section unless otherwise agreed in writing by Agency's Risk
24 Manager or designee.

25 F. Prior to the start of performance, Consultant shall deliver to
26 Agency certificates of insurance and the endorsements for approval as to
27 sufficiency and form. In addition, Consultant, shall, within thirty (30) days prior to
28 expiration of the insurance, furnish to Agency certificates of insurance and

1 endorsements evidencing renewal of the insurance. Agency reserves the right to
2 require complete certified copies of all policies of Consultant and Consultant's
3 subconsultants and contractors, at any time. Consultant shall make available to
4 Agency's Risk Manager or designee all books, records and other information
5 relating to this insurance, during normal business hours.

6 G. Any modification or waiver of these insurance requirements
7 shall only be made with the approval of Agency's Risk Manager or designee. Not
8 more frequently than once a year, Agency's Risk Manager or designee may
9 require that Consultant, Consultant's subconsultants and contractors change the
10 amount, scope or types of coverages required in this Section if, in his or her sole
11 opinion, the amount, scope, or types of coverages are not adequate.

12 H. The procuring or existence of insurance shall not be
13 construed or deemed as a limitation on liability relating to Consultant's
14 performance or as full performance of or compliance with the indemnification
15 provisions of this Agreement.

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to Agency for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of Agency, except that Consultant may with the prior approval of Agency, assign
23 any moneys due or to become due the Consultant under this Agreement. Any attempted
24 assignment or delegation shall be void, and any assignee or delegate shall acquire no
25 right or interest by reason of an attempted assignment or delegation. Furthermore,
26 Consultant shall not subcontract any portion of its performance without the prior approval
27 of Agency, or substitute an approved subconsultant or contractor without approval prior to
28 the substitution. Nothing stated in this Section shall prevent Consultant from employing

1 as many employees as Consultant deems necessary for performance of this Agreement.

2 7. CONFLICT OF INTEREST. Consultant, by executing this
3 Agreement, certifies that, at the time Consultant executes this Agreement and for its
4 duration, Consultant does not and will not perform services for any other client which
5 would create a conflict, whether monetary or otherwise, as between the interests of
6 Agency and the interests of that other client. And, Consultant shall obtain similar
7 certifications from Consultant's employees, subconsultants and contractors.

8 8. MATERIALS. Consultant shall furnish all labor and supervision,
9 supplies, materials, tools, machinery, equipment, appliances, transportation, and services
10 necessary to or used in the performance of Consultant's obligations under this
11 Agreement, except as stated in Exhibit "D".

12 9. OWNERSHIP OF DATA. All materials, information and data
13 prepared, developed, or assembled by Consultant or furnished to Consultant in
14 connection with this Agreement, including but not limited to documents, estimates,
15 calculations, studies, maps, graphs, charts, computer disks, computer source
16 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
17 information, material, and memorandum ("Data") shall be the exclusive property of
18 Agency. Data shall be given to Agency, and Agency shall have the unrestricted right to
19 use and disclose the Data in any manner and for any purpose without payment of further
20 compensation to Consultant. Copies of Data may be retained by Consultant but
21 Consultant warrants that Data shall not be made available to any person or entity for use
22 without the prior approval of Agency. This warranty shall survive termination of this
23 Agreement for five (5) years.

24 10. TERMINATION. Either party shall have the right to terminate this
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
26 prior notice to the other party. In the event of termination under this Section, Agency
27 shall pay Consultant for services satisfactorily performed and costs incurred up to the
28 effective date of termination for which Consultant has not been previously paid. The

1 procedures for payment in Section 1.B. with regard to invoices shall apply. On the
2 effective date of termination, Consultant shall deliver to Agency all Data developed or
3 accumulated in the performance of this Agreement, whether in draft or final form, or in
4 process. And, Consultant acknowledges and agrees that Agency's obligation to make
5 final payment is conditioned on Consultant's delivery of the Data to Agency.

6 11. CONFIDENTIALITY. Consultant shall keep the Data confidential
7 and shall not disclose the Data or use the Data directly or indirectly other than in the
8 course of performing its services, during the term of this Agreement and for five (5) years
9 following expiration or termination of this Agreement. In addition, Consultant shall keep
10 confidential all information, whether written, oral, or visual, obtained by any means
11 whatsoever in the course of performing its services for the same period of time.
12 Consultant shall not disclose any or all of the Data to any third party, or use it for
13 Consultant's own benefit or the benefit of others except for the purpose of this
14 Agreement.

15 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
16 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
17 Consultant knew prior to the time Agency disclosed it; or (b) is or becomes publicly
18 available without breach of this Agreement by Consultant; or (c) a third party who has a
19 right to disclose does so to Consultant without restrictions on further disclosure; or (d)
20 must be disclosed pursuant to subpoena or court order.

21 13. ADDITIONAL COSTS AND REDESIGN.

22 A. Any costs incurred by Agency due to Consultant's failure to
23 meet the standards required by the scope of work or Consultant's failure to
24 perform fully the tasks described in the scope of work which, in either case,
25 causes Agency to request that Consultant perform again all or part of the Scope of
26 Work shall be at the sole cost of Consultant and Agency shall not pay any
27 additional compensation to Consultant for its re-performance.

28 B. If the Project involves construction and the scope of work

1 requires Consultant to prepare plans and specifications with an estimate of the
2 cost of construction, then Consultant may be required to modify the plans and
3 specifications, any construction documents relating to the plans and specifications,
4 and Consultant's estimate, at no cost to Agency, when the lowest bid for
5 construction received by Agency exceeds by more than ten percent (10%)
6 Consultant's estimate. This modification shall be submitted in a timely fashion to
7 allow Agency to receive new bids within four (4) months after the date on which
8 the original plans and specifications were submitted by Consultant.

9 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
10 amended, nor any provision or breach waived, except in writing signed by the parties
11 which expressly refers to this Agreement.

12 15. LAW. This Agreement shall be governed by and construed pursuant
13 to the laws of the State of California (except those provisions of California law pertaining
14 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
15 regulations of and obtain all permits, licenses, and certificates required by all federal,
16 state and local governmental authorities.

17 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
18 constitutes the entire understanding between the parties and supersedes all other
19 agreements, oral or written, with respect to the subject matter in this Agreement.

20 17. INDEMNITY.

21 A. Consultant shall indemnify, protect and hold harmless
22 Agency, its Boards, Commissions, and their officials, employees and agents
23 ("Indemnified Parties"), from and against any and all liability, claims, demands,
24 damage, loss, obligations, causes of action, proceedings, awards, fines,
25 judgments, penalties, costs and expenses, including attorneys' fees, court costs,
26 expert and witness fees, and other costs and fees of litigation, arising or alleged to
27 have arisen, in whole or in part, out of or in connection with (1) Consultant's
28 breach or failure to comply with any of its obligations contained in this Agreement,

1 or (2) negligent or willful acts, errors, omissions or misrepresentations committed
2 by Consultant, its officers, employees, agents, subcontractors, or anyone under
3 Consultant's control, in the performance of work or services under this Agreement
4 (collectively "Claims" or individually "Claim").

5 B. In addition to Consultant's duty to indemnify, Consultant shall
6 have a separate and wholly independent duty to defend Indemnified Parties at
7 Consultant's expense by legal counsel approved by Agency, from and against all
8 Claims, and shall continue this defense until the Claims are resolved, whether by
9 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
10 breach, or the like on the part of Consultant shall be required for the duty to defend
11 to arise. Agency shall notify Consultant of any Claim, shall tender the defense of
12 the Claim to Consultant, and shall assist Consultant, as may be reasonably
13 requested, in the defense.

14 C. If a court of competent jurisdiction determines that a Claim
15 was caused by the sole negligence or willful misconduct of Indemnified Parties,
16 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
17 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
18 percentage of willful misconduct attributed by the court to the Indemnified Parties.

19 D. Notwithstanding the provisions set out above and to the extent
20 this Agreement is a professional service agreement for work or services performed
21 by a design professional (architect, landscape architect, professional engineer or
22 professional land surveyor), the provisions of this Section regarding Consultant's
23 duty to defend and indemnify shall be limited as provided in California Civil Code
24 Section 2782.8 and by this Section D and shall apply only to Claims that arise out
25 of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the
26 Consultant. Consultant's obligation to indemnify for claims based upon
27 professional negligence, errors or omissions, does not include the obligation to
28 defend actions or proceedings brought against Indemnified Parties but rather to

1 reimburse the Indemnified Parties as damages attorney's fees and legal costs
2 incurred by Indemnified Parties in defending such actions or proceedings brought
3 against Indemnified Parties to the extent caused by Consultant or parties for which
4 the Consultant is legally liable; but not for any loss, injury, death or damage
5 caused by the negligence or willful misconduct of Indemnified Parties or of other
6 third parties for which Consultant is not legally liable. Consultant may satisfy its
7 defense obligation to Owner at the time of any judgment or settlement.

8 E. The provisions of this Section shall survive the expiration or
9 termination of this Agreement.

10 18. AMBIGUITY. In the event of any conflict or ambiguity between this
11 Agreement and any Exhibit, the provisions of this Agreement shall govern.

12 19. NONDISCRIMINATION.

13 A. In connection with performance of this Agreement and subject
14 to applicable rules and regulations, Consultant shall not discriminate against any
15 employee or applicant for employment because of race, religion, national origin,
16 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
17 disability. Consultant shall ensure that applicants are employed, and that
18 employees are treated during their employment, without regard to these bases.
19 These actions shall include, but not be limited to, the following: employment,
20 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
21 termination, rates of pay or other forms of compensation, and selection for training,
22 including apprenticeship.

23 B. It is the policy of Agency to encourage the participation of
24 Disadvantaged, Minority and Women-owned Business Enterprises in Agency's
25 procurement process, and Consultant agrees to use its best efforts to carry out
26 this policy in its use of subconsultants and contractors to the fullest extent
27 consistent with the efficient performance of this Agreement. Consultant may rely
28 on written representations by subconsultants and contractors regarding their

1 status. Consultant shall report to Agency in May and in December or, in the case
2 of short-term agreements, prior to invoicing for final payment, the names of all
3 subconsultants and contractors hired by Consultant for this Project and information
4 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
5 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
6 637).

7 20. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
8 accordance with the provisions of the Ordinance, this Agreement is subject to the
9 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
10 Long Beach Municipal Code, as amended from time to time.

11 A. During the performance of this Agreement, the Consultant
12 certifies and represents that the Consultant will comply with the EBO. The
13 Consultant agrees to post the following statement in conspicuous places at its
14 place of business available to employees and applicants for employment:

15 "During the performance of a contract with the City of Long Beach,
16 the Consultant will provide equal benefits to employees with spouses and its
17 employees with domestic partners. Additional information about the City of
18 Long Beach's Equal Benefits Ordinance may be obtained from the City of
19 Long Beach Business Services Division at 562-570-6200."

20 B. The failure of the Consultant to comply with the EBO will be
21 deemed to be a material breach of the Agreement by Agency.

22 C. If the Consultant fails to comply with the EBO, Agency may
23 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
24 or to become due under the Agreement may be retained by Agency. Agency may
25 also pursue any and all other remedies at law or in equity for any breach.

26 D. Failure to comply with the EBO may be used as evidence
27 against the Consultant in actions taken pursuant to the provisions of Long Beach
28 Municipal Code 2.93 et seq., Contractor Responsibility.

1 E. If Agency determines that the Consultant has set up or used
2 its contracting entity for the purpose of evading the intent of the EBO, Agency may
3 terminate the Agreement on behalf of Agency. Violation of this provision may be
4 used as evidence against the Consultant in actions taken pursuant to the
5 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor
6 Responsibility

7 21. NOTICES. Any notice or approval required by this Agreement shall
8 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
9 postage prepaid, addressed to Consultant at the address first stated above, and to
10 Agency at 333 West Ocean Boulevard, Long Beach, California 90802. Notice of change
11 of address shall be given in the same manner as stated for other notices. Notice shall be
12 deemed given on the date deposited in the mail or on the date personal delivery is made,
13 whichever occurs first.

14 22. COPYRIGHTS AND PATENT RIGHTS.

15 A. Consultant shall place the following copyright protection on all
16 Data: © Successor Agency to the Redevelopment Agency of the City of Long
17 Beach, California ____, inserting the appropriate year.

18 B. Agency reserves the exclusive right to seek and obtain a
19 patent or copyright registration on any Data or other result arising from
20 Consultant's performance of this Agreement. By executing this Agreement,
21 Consultant assigns any ownership interest Consultant may have in the Data to
22 Agency.

23 C. Consultant warrants that the Data does not violate or infringe
24 any patent, copyright, trade secret or other proprietary right of any other party.
25 Consultant agrees to and shall protect, defend, indemnify and hold Agency, its
26 officials and employees harmless from any and all claims, demands, damages,
27 loss, liability, causes of action, costs or expenses (including reasonable attorneys'
28 fees) whether or not reduced to judgment, arising from any breach or alleged

1 breach of this warranty.

2 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
3 that Consultant has not employed or retained any entity or person to solicit or obtain this
4 Agreement and that Consultant has not paid or agreed to pay any entity or person any
5 fee, commission, or other monies based on or from the award of this Agreement. If
6 Consultant breaches this warranty, Agency shall have the right to terminate this
7 Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion,
8 to deduct from payments due under this Agreement or otherwise recover the full amount
9 of the fee, commission, or other monies.

10 24. WAIVER. The acceptance of any services or the payment of any
11 money by Agency shall not operate as a waiver of any provision of this Agreement or of
12 any right to damages or indemnity stated in this Agreement. The waiver of any breach of
13 this Agreement shall not constitute a waiver of any other or subsequent breach of this
14 Agreement.

15 25. CONTINUATION. Termination or expiration of this Agreement shall
16 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
17 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

18 26. TAX REPORTING. As required by federal and state law, Agency is
19 obligated to and will report the payment of compensation to Consultant on Form 1099-
20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
21 resulting from payments under this Agreement. Consultant shall submit Consultant's
22 Employer Identification Number (EIN), or Consultant's Social Security Number if
23 Consultant does not have an EIN, in writing to Agency's Accounts Payable, Department
24 of Financial Management. Consultant acknowledges and agrees that Agency has no
25 obligation to pay Consultant until Consultant provides one of these numbers.

26 27. ADVERTISING. Consultant shall not use the name of Agency, its
27 officials or employees in any advertising or solicitation for business or as a reference,
28 without the prior approval of Agency.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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28. AUDIT. Agency shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of Consultant relating to this Agreement.

29. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

January 23, 2014

January 23, 2014

LPA, INC., a California corporation 

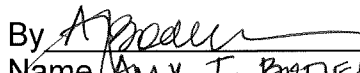
By _____
Name Robert O. Kupper, AIA
Title Chief Executive Officer

By _____
Name James A. Kelly, AIA
Title Secretary

"Consultant"

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF LONG BEACH, CALIFORNIA

January 30, 2014

By 
Name Amy J. Boden
Title Director of Development Services

"Agency"

This Agreement is approved as to form on January 29, 2014.

CHARLES PARKIN, City Attorney

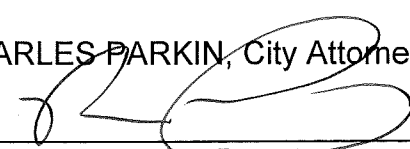
By 
Deputy

EXHIBIT “A”

Scope of Work or Services

SCOPE OF SERVICES

NORTH LONG BEACH LIBRARY
JANUARY 24, 2014
LPA PROJECT NO.: 10165.20
LPA, INC.

EXHIBIT 'A'

PROJECT DESCRIPTION

Project consists of a 26,000 sf Library and Community Center in North Long Beach, California. This scope is for the completion of the Construction Document phase through Construction.

0 – GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 **Project Administration** services consisting of predesign administrative functions including:
 - .01 Project-related research.
 - .02 Conferences.
 - .03 Communications.
 - .04 Travel time.
 - .05 Direction of the work of in-house personnel.
- 0.02 **Disciplines Coordination/Document Checking** services consisting of predesign activities for:
 - .01 Coordination between LPA's work and the work of engineering and other involved disciplines for the Project.
 - .02 Review and checking of documents prepared for the Project.
- 0.03 **Agency Consulting/Review/Approval** services consisting of predesign activities including:
 - .01 Agency consultations.
 - .02 Research of critical applicable regulations.
 - .03 Appearances on behalf of the City of Long Beach (CLB) at agency and community meetings.
 - .04 Planning commission.
- 0.04 **Owner-supplied Information:**
 - .01 Existing drawings and related data.
 - .02 Existing title information and surveys, surface site data and subsurface site data.

[1 – 3 COMPLETED UNDER SEPARATE CONTRACT]

4 – CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, LPA shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by CLB, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

- 4.01 **Architectural Design/Documentation** services during the Construction Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- 4.02 **Structural Design/Documentation** services during the Construction Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.
- 4.03 **Mechanical Design/Documentation** services during the Construction Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.
- 4.04 **Electrical Design/Documentation** services during the Construction Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- 4.05 **Civil Design/Documentation** services during the Construction Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.
- 4.06 **Landscape Design/Documentation** services during the Construction Documents Phase consisting of preparation of Drawings and Specifications based on approved Design Development Documents,

SCOPE OF SERVICES

NORTH LONG BEACH LIBRARY
JANUARY 24, 2014
LPA PROJECT NO.:10165.20
LPA, INC.

setting forth in detail the landscape requirements for the Project.

4.07 **Interior Design/Documentation** services during the Construction Documents Phase consisting of preparation of Drawings, Specifications and furnishings, furniture and equipment schedules based on approved Design Development documents, setting forth in detail the requirements for interior construction of the Project.

4.08 **Materials Research/Specifications** during the Construction Documents Phase consisting of activities of in-house architectural personnel in:

- .01 Assistance to CLB in development and preparation of Bidding documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).
- .02 Assistance to CLB in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).
- .03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- .04 Coordination of the development of Specifications by other disciplines.
- .05 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

4.09 **Statement of Probable Construction Cost** services during the Construction Documents Phase consisting of advising (Owner) of any adjustments to, and, when the Construction documents are approximately 90% complete, updating of the Design Development Phase Statement of Probable Construction Cost of the Project, taking into account:

- .01 Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.
- .02 Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
- .03 Adjustments for known or anticipated changes in the bidding market relative to the Project.

4.10 **Obtain Agency Approval** from city and county agencies for permit ready documents ready for bid.

4.11 **Presentations** services consisting of presentations of Construction Documents and special presentation graphics by LPA to the following client representatives:

- .01 City Council for approval to bid.

5 – FURNITURE MANAGEMENT SERVICES

In the Furniture Design and Management phase of the project, LPA shall provide the following services necessary to negotiate and secure competitive pricing and services for Furniture items for the North Long Beach Library. LPA has already prepared furniture plans based on the program and design process. In addition, we have established with the Library the furniture concept images.

5.01 Design Phase:

- .01 Prepare an initial overall itemized furniture budget and schedule for review and approval by the Client.
- .02 Discuss the strategies with City Purchasing and Library staff for obtaining furniture for the new space. Evaluations would include the pros and cons for Public bid vs. established government pre-bid contracts government such as CMAS, County contracts, or US Communities.
- .03 Library and Staff Office Furniture – present images of the products from three (3) to five (5) major furniture vendors. Develop a strategy for bidding vendors that meet the design and budget intent of the groups.
- .04 Arrange chair/table samples to be sent to City review with Library staff.
- .05 Select final finishes including fabrics, woods, plastics and paints to coordinate with approved color scheme.
- .06 Develop custom computer table(s) detailed drawings for bid including Electrical U.L. system and wire management.
- .07 Develop office furniture detailed layouts for staff including workstation contents/criteria.
- .08 Research specialty furniture for multi-purpose and training type of functional spaces.
- .09 Present final approved furniture package for bid to dealers.

SCOPE OF SERVICES

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5.02 Furniture Procurement Phase:

- .01 Pricing Exercise Bid Process – Develop and distribute Requests for Proposal to qualified suppliers, respond to questions and provide clarifications as necessary to secure complete pricing.
- .02 Analyze pricing for completeness; compare qualifications, services and prices. Make a recommendation for award of contract(s), which could be more than one (1) vendor.

5.03 Furniture Specification Process:

- .01 Review dealer(s) generated detailed furniture installation plans and sheet specifications for accuracy. Coordinate power/data entry locations. Product numbers are to be verified with the dealer. Detailed specifications are the Dealer's responsibilities.
- .02 Compare final costs for this product so as not to exceed the budget established. Prepare final spreadsheet with all dealers pricing.
- .03 Schedule confirmation – Review dealer provided project schedule in coordination with the General Contractor's construction schedule and furniture acknowledgements.

5.04 Furniture Installation Administration Phase:

- .01 Furniture dealer shall coordinate with contractor for final delivery and installation dates, confirm access and establish installation procedures with the building owner.
- .02 LPA shall visit the job site during the furniture installation phase to verify all work is proceeding in accordance with the plans.
- .03 Upon completion of installation, LPA shall attend a job walk(s) to confirm completeness of installed FF&E items with the dealer. Dealer shall develop a corrective work list of missing items or corrective measures required.

Meetings – over eighteen (18) months, (10 - 12) ten to twelve.

Deliverables – Furniture Budget/Schedule, Finish Selections, and Furniture Pricing Package for Dealers. (Electronic format).

6 – BIDDING SERVICES

In the Bidding Phase, LPA, INC., following CLB's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost shall provide those services designated necessary for LPA to assist CLB in obtaining bids and in awarding and preparing contracts for construction. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

6.01 **Bidding Materials** services consisting of organizing and handling Bidding Documents for:

- .01 Coordination.
- .02 Reproduction.
- .03 Completeness review.

6.02 **Addenda** services consisting of preparation of Addenda as may be required during bidding and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

6.03 **Bidding** services consisting of:

- .01 Participation in pre-bid conferences.
- .02 Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

7 – CONSTRUCTION ADMINISTRATION SERVICES

In the Construction Administration Phase, LPA shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between Owner and Architect for Designated Services. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

7.01 **Office Construction Administration** services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .02 Maintenance of master file of submittals.
- .03 Related communications.

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7.02 **Construction Field Observation** services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Site visits are based on a sixteen month schedule:

- .01 Two visits per month during the first four months
- .02 Site visit every week for the last twelve months of construction.

7.03 **Project Closeout** services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to CLB is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- .01 A detailed review with CLB's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.
- .02 Determination of the amounts to be withheld until final completion.
- .03 Review upon notice by the Contractor(s) that the Work is ready for final review and acceptance.
- .04 Notification to CLB and Contractor(s) of deficiencies found in follow-up review, if any.
- .05 Final review with CLB's representative to verify final completion of the Work.

8 – POST-CONSTRUCTION SERVICES

In the Post-Construction Phase, LPA shall provide those services designated necessary to assist CLB in the use and occupancy of the facility. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

8.01 **Record Drawings** services consisting of:

- .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.

- .02 Review of general accuracy of information submitted and certified to by the Contractor(s).
- .03 Preparation of record drawings, based on information furnished by the Contractor(s), including significant changes in the Work made during construction.
- .04 Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed.

8.02 **Post-Construction Evaluation** services consisting of a Project inspection at least one year after completion of construction; review with appropriate supervisory, operating and maintenance personnel; and analysis of operating costs and related data for evaluation of:

- .01 The initial Project programming versus actual facility use.
- .02 The functional effectiveness of planned spaces and relationships.
- .03 The operational effectiveness of systems and materials installed.
- .04 Efficiency of the design and construction delivery processes used.

9 – MISCELLANEOUS SCOPE ITEMS

The services and items described below are included in the Architect's Fixed Fee.

9.01 Agreed upon additional service items as listed are included in the scope of the project:

- .01 Two additional Outreach Meetings and one additional Workshop.
- .02 Project scope increase and budget increase.
- .03 Schedule delay/restart compensation.
- .04 Library Programmer additional meetings.
- .05 Additional Geotechnical review and recommendation for use of demolished structure for infill and base for separate contract early phase work.

9.02 Dry Utility relocation of overhead power transmission lines.

- .01 Scope will reflect coordination required to address the standard local aerial Dry Utility Facilities, said facilities being those of the local Power Company, local Telephone Company, and local CATV Company.
- .02 Process Dry Utility Plan through City for Permit Plan Check approval.

- .03 Planning for the Dry Utility tasks to relocate the Utility Agencies' Backbone Facilities that transition north and south through the center portion of the project will be planned as one (1) overall undertaking with regard to the primary infrastructures to be installed.
- .04 Prepare "Pro-Forma" Dry Utility Budget Cost Estimates along with Design and Construction Schedules.

10 – EXCLUSIONS

The services and items described below are specifically not included in the Architect's Fixed Fee.

- 10.01 **Qualifications/exclusions** to the scope of services described above:
 - .01 Off-site engineering design.
 - .02 Off-site architectural design.
 - .03 Hazardous Materials studies.
 - .04 Reproduction costs and Distribution of Bid Documents.
 - .05 Analysis of alternates and substitutions.
 - .06 Full-time representation during construction.
 - .07 Dry utility coordination beyond the scope included in 9.02 above.
 - .08 Fees associated with Utility Agency relocation/installation.
 - .09 Traffic control plans.
 - .10 Public Art Program coordination
 - .11 Models and renderings by professionals outside of LPA.
- 10.02 **Project Expenses** are not included in the basic fee and shall be reimbursed to the Architect at 1.10 times the invoice amount.

11 – COMPENSATION

Fee is based upon the project schedule, scope of work, budget, and quality of the built work. Significant revisions in any of these items may result in a revision to our fee.

11.01 Budget

The estimated budget takes into account the:

- .01 Significant site work.
- .02 Appropriate civic form and materials.
- .03 Construction quality reflecting a long term investment.
- .04 State of the Art technology, and audio/visual elements throughout the building.
- .05 Fixtures, furnishings, and equipment estimated at \$40/sq. ft, or \$1.033M.

The estimated budget is therefore summarized as follows:

Site and Building: 26,000 sq. ft. times \$443 = \$11.5M

Furniture Budget: 26,000 sq. ft. times \$14.25 = \$370,000

11.02 Compensation

Our fee is broken down as follows:

Construction Document Completion	\$275,344.96
Furniture Management	\$48,000.00
Bidding	\$37,975.00
Construction Administration	\$153,523.00
Miscellaneous Scope Items	
9.01	\$76,710.00
.01	\$10,000
.02	\$50,000
.03	\$10,000
.04	\$5,710
.05	\$1,000
9.02	\$25,000.00
Total	\$616,552.96

Project Expenses (as incurred) an additional \$16,800.

EXHIBIT “B”

Rates or Charges

EXHIBIT B

BASIC HOURLY RATE SCHEDULE

Principal	\$215.00
Senior Managing Director	\$195.00
Senior Project Director	\$180.00
Project Director	\$165.00
Senior Project Manager	\$150.00
Managing Professional	\$140.00
Senior Professional	\$125.00
Professional	\$115.00
Professional Staff	\$105.00
Intermediate Staff	\$95.00
Staff	\$85.00
Support Specialist	\$75.00
Clerical Staff	\$70.00
Intern	\$60.00

NOTE: These rates are effective January 1, 2013 and are subject to change annually.

EXHIBIT “C”

City’s Representative:

Barbi Clark, Development Project Manager

EXHIBIT “D”

Materials/Information Furnished: None