

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

31591

THIS AGREEMENT is made and entered, in duplicate, as of March 18, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 1, 2009, by and between WIDOM WEIN COHEN O'LEARY TERASAWA (WWCOT), a California corporation ("Consultant"), with a place of business at 3130 Wilshire Blvd., 6th Floor, Santa Monica, California 90409, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with As-Needed Architectural Services with Expertise in Sustainable and LEED-Certified Designs ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Two Hundred Thousand Dollars (\$200,000), at the rates or charges shown in Exhibit "B".

B. Consultant may select the time and place of performance for these services provided, however, that access to City documents, records, and the

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

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

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

20 E. CAUTION: Consultant shall not begin work until this
21 Agreement has been signed by both parties and until Consultant's evidence of
22 insurance has been delivered to and approved by the City.

23 2. TERM. The term of this Agreement shall commence at midnight on
24 April 5, 2010, and shall terminate at 11:59 p.m. on April 4, 2012, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner.

27 3. COORDINATION AND ORGANIZATION.

28 A. Consultant shall coordinate its performance with City's

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

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

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

25 5. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

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

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

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

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

26 (d) Commercial automobile liability insurance (equivalent in scope
27 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
28 amount not less than \$500,000 combined single limit per accident.

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

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

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

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

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

1 certified copies of all policies of Consultant and Consultant's subconsultants and
2 contractors, at any time. Consultant shall make available to City's Risk Manager
3 or designee all books, records and other information relating to this insurance,
4 during normal business hours.

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

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

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

1 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 City
6 and the interests of that other client. And, Consultant shall obtain similar certifications
7 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 City.
18 Data shall be given to City, and City shall have the unrestricted right to use and disclose
19 the Data in any manner and for any purpose without payment of further compensation to
20 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
21 Data shall not be made available to any person or entity for use without the prior approval
22 of City. This warranty shall survive termination of this Agreement for five (5) years.

23 10. TERMINATION. Either party shall have the right to terminate this
24 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
25 prior notice to the other party. In the event of termination under this Section, City shall
26 pay Consultant for services satisfactorily performed and costs incurred up to the effective
27 date of termination for which Consultant has not been previously paid. The procedures
28 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of

1 termination, Consultant shall deliver to City all Data developed or accumulated in the
2 performance of this Agreement, whether in draft or final form, or in process. And,
3 Consultant acknowledges and agrees that City's obligation to make final payment is
4 conditioned on Consultant's delivery of the Data to the City.

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

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

20 13. ADDITIONAL COSTS AND REDESIGN.

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

27 B. If the Project involves construction and the scope of work
28 requires Consultant to prepare plans and specifications with an estimate of the

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

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

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

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

19 17. INDEMNITY. Consultant shall, with respect to services performed in
20 connection with this Agreement, indemnify and hold harmless the City, its Boards,
21 Commissions, and their officials, employees and agents (collectively in this Section,
22 "City") from and against any and all liability, claims, demands, damage, loss, causes of
23 action, proceedings, penalties, costs and expenses (including attorney's fees, court
24 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims
25 include allegations and include Claims for property damage, personal injury or death
26 arising in whole or in part from any negligent act or omission of Consultant, its officers,
27 employees, agents, sub-consultants, or anyone under Consultant's control (collectively
28 "Indemnitor"); recklessness; and willful misconduct. Independent of the duty to

1 indemnify, but only to the extent permitted by law and specifically by Civil Code Section
2 2782.8, and as a free-standing duty on the part of Consultant, Consultant shall defend
3 City and shall continue this defense until the Claim is resolved, whether by settlement,
4 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on
5 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
6 notify the City of any Claim within ten (10) days. Likewise, City shall notify Consultant of
7 any Claim, shall tender the defense of the Claim to Consultant, and shall assist
8 Consultant at Consultant's sole expense, as may be reasonably requested, in the
9 defense.

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. COSTS. If there is any legal proceeding between the parties to
13 enforce or interpret this Agreement or to protect or establish any rights or remedies under
14 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

15 20. NONDISCRIMINATION.

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

26 B. It is the policy of City to encourage the participation of
27 Disadvantaged, Minority and Women-owned Business Enterprises in City's
28 procurement process, and Consultant agrees to use its best efforts to carry out

1 this policy in its use of subconsultants and contractors to the fullest extent
2 consistent with the efficient performance of this Agreement. Consultant may rely
3 on written representations by subconsultants and contractors regarding their
4 status. Consultant shall report to City in May and in December or, in the case of
5 short-term agreements, prior to invoicing for final payment, the names of all
6 subconsultants and contractors hired by Consultant for this Project and information
7 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
8 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
9 637).

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

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

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

23 B. The failure of the Consultant to comply with the EBO will be
24 deemed to be a material breach of the Agreement by the City.

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

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

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

10 22. NOTICES. Any notice or approval required by this Agreement shall
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
12 postage prepaid, addressed to Consultant at the address first stated above, and to the
13 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager
14 with a copy to the City Engineer at the same address. Notice of change of address shall
15 be given in the same manner as stated for other notices. Notice shall be deemed given
16 on the date deposited in the mail or on the date personal delivery is made, whichever
17 occurs first.

18 23. COPYRIGHTS AND PATENT RIGHTS.

19 A. Consultant shall place the following copyright protection on all
20 Data: © City of Long Beach, California _____, inserting the appropriate year.

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

25 C. Consultant warrants that the Data does not violate or infringe
26 any patent, copyright, trade secret or other proprietary right of any other party.
27 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
28 and employees harmless from any and all claims, demands, damages, loss,

1 liability, causes of action, costs or expenses (including reasonable attorneys' fees)
2 whether or not reduced to judgment, arising from any breach or alleged breach of
3 this warranty.

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

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

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

20 27. TAX REPORTING. As required by federal and state law, City is
21 obligated to and will report the payment of compensation to Consultant on Form 1099-
22 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
23 resulting from payments under this Agreement. Consultant's Employer Identification
24 Number is [REDACTED] If Consultant has a Social Security Number rather than an
25 Employer Identification Number, then Consultant shall submit that Social Security
26 Number in writing to City's Accounts Payable, Department of Financial Management.
27 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
28 Consultant provides one of these numbers.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 28. ADVERTISING. Consultant shall not use the name of City, its
2 officials or employees in any advertising or solicitation for business or as a reference,
3 without the prior approval of the City Manager or designee.

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

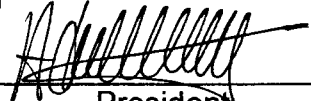
8 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
9 designed to or entered for the purpose of creating any benefit or right for any person or
10 entity of any kind that is not a party to this Agreement.

11 ///
12 ///
13 ///
14 ///
15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

WIDOM WEIN COHEN O'LEARY
TERASAWA (WWCOT), a California
corporation

_____, 2010 By 
President

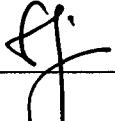
ADRIAN O. COHEN
Type or Print Name

_____, 2010 By 
Secretary

Andrea C. Gehring
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal
corporation Assistant City Manager

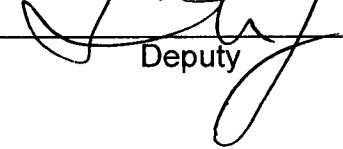
April 26, 2010 By 
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Agreement is approved as to form on 4/15,
2010.

ROBERT E. SHANNON, City Attorney

By 
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT A

Scope of Work

Appendix A

Scope of Services

As-Needed Building Architects and Architects Expert in Sustainable and LEED Certified Designs

A. PROJECT DESCRIPTION AND OVERVIEW

The City of Long Beach desires to engage the services of professional design firm(s) or firm team(s) to provide state-of-the-art professional building architecture services and architecture involved with sustainable and LEED certified designs in accordance with the “Basic Services” and “Type of Service” delineated below. The work resulting from this solicitation is likely to be varied. In general it may include schematic and conceptual designs, preparation of formal construction documents including the plans and specifications, and design services during construction. As such services may involve preliminary investigations and analyses of existing facilities; preparation of architectural and sustainable feasibility and planning studies, presentations, and charrettes; formal architectural designer of record plans at conceptual, preliminary, and final design stages; preparation of construction specifications; preparation of professional cost estimates appropriate to the appropriate level of design effort; schedules for design and construction; design project management, and construction services.

Specific facility projects to be included in the required consultant work cannot be definitively identified at this point under this As-Needed RFQ/RFP. A number of different types of Public Works projects may be undertaken by the consultant. For example projects may include but are not limited to projects that are among those listed within the City of Long Beach’s Adopted Fiscal Year 2009 Capital Improvement Program (CIP) in the categories of Public Facilities, Parks and Recreation; Community Development; Marinas, Beaches, and Waterways; and Airport. The CIP document can be downloaded from the Internet at:

http://www.longbeach.gov/pw/business_operations/cip.asp

As such, projects may include but are not limited to new public buildings, improvements and renovations to existing buildings, facilities and offices; parks, recreation, and marine facilities; public libraries; public restrooms; police and fire facilities; public safety buildings; emergency response and command centers; convention centers; health centers; public parking structures; transit facilities; building roof waterproofing designs; interior architectural designs and tenant improvements; ADA improvements; and sustainable and LEED certified designs.

B. BASIC SERVICES

This RFQ/RFP is intended to procure architecture and related professional consulting services including, but not limited to, the following:

1. Overall Design Services

- a) Review and apply City standards for designs.

- b) Prepare plans, specifications, and cost estimates (PS&E's).
- c) Prepare planning and feasibility studies and reports.
- d) Prepare accurate design and construction schedules in MS Project formats.
- e) Apply for and acquire required project permits including planning and building plan check permits in a timely and efficient fashion from the City of Long Beach and other agencies.
- f) Meet and coordinate with City representatives and other consultants for design reviews and approvals.
- g) Prepare and submit for review and approval preliminary and construction plans and specifications including those at the 15% (conceptual), 30%, 60%, 100%, and Final design completion stages as directed and appropriate to the particular project. Plans shall be produced preferably in AutoCAD, 2007 version. Specifications shall be prepared in current CSI format as modified by the City of Long Beach.
- h) Prepare and submit professional construction cost estimates appropriate for the the various iterative stages of design. For example, cost estimates at the conceptual design stage (30%) shall be accurate to within 15-25% accuracy; preliminary design (60%) cost estimates shall be accurate to within 10-15%; and final design (100%) cost estimates shall be Class "A" efforts that are accurate to within 5% of actual public tender bids.
- i) Provide stamped and signed plan originals, calculations, and specifications by appropriately licensed California architects and engineers.

2. Construction Bidding Services

- a) Assist in preparing bid documents
- b) Attend and participate in pre-bid meetings
- c) Assist in preparing addenda items

3. Design Services During Construction

- a) Attend pre-construction meetings; answer questions
- b) Review contractor material submittals and shop drawings
- c) Attend selected field meetings and visit construction sites pursuant to resolving construction problems and issues as needed.
- d) Respond to contractor Requests For Information in a timely fashion.
- e) Prepare Record Drawings of As-built project construction.
- f) Assist City with warranty-related work or other construction deficiencies.

C. TYPES OF SERVICES – SUMMARY

Architectural Design

- California licensed conventional building architecture including appropriate AIA methods and standards.
- Sustainable architecture including LEED certified designs by USGBC certified LEED accredited professionals (LEED AP).
- Interior designs including tenant improvements

MEP Engineering Support Design

- Facility Mechanical Engineering, LEED AP preferred.

- Facility Electrical Engineering
- Facility Plumbing Engineering

Other Professional Services

- Design Project Management
- Construction Cost Estimating
- Design Services during Construction

D. TYPES OF SERVICES – DETAILED

1. Architectural Services may include but are not limited to:

- a) Designs of new buildings and facilities.
- b) Improvements, rehabilitations, and renovations of existing buildings and facilities.
- c) ADA improvements as per Title 24 and the 2007 CBC.
- d) Interior building and office designs, including tenant improvements, furniture, modular office partitions, and accessories.
- e) Interior and exterior facility signage designs including ADA signage.
- f) Architectural Facility Assessments including:
 - 1) Facility functional organization and operation
 - 2) A site’s ability to accommodate the facility
- g) Design to an aesthetic standard that is an asset to the City.
- h) ADA compliant designs as per CCR Title 24, 2007 CBC, and the City of Long Beach ADA Transition Plan.
- i) LEED certified designs as per the U.S. Green Building Council.

2. Sustainable Design Requirements

a) Sustainable Design Principles

1. Approach to Green building design

Projects shall be designed and constructed using the highest available design quality and integration of all sustainable features and principles within the overall conceptual and formal architectural design (within practical funding constraints) and an integrated team approach to provide facilities that:

- Make appropriate use of the land
- Use water, energy, material, and other resources efficiently
- Enhance human health
- Conserve plants and natural habitats
- Protect cultural resources
- Be nice to occupy
- Be economical to build and operate

2. Sustainable Project Objectives

While various types of environmentally sound innovative building projects may be proposed, we are particularly interested in technologies that address the following general areas:

- Ecological site design; on-site erosion control, stormwater management, etc.
- Transportation: promoting bicycle, pedestrian, and transit use
- Waste reduction: building reuse, job site recycling, and efficient use of materials
- Energy efficiency: optimal energy performance, efficient thermal envelopes, efficient space and water heating, lighting controls and monitoring, etc.
- Renewable energy: Photovoltaic, etc.
- Water efficiency
- Materials and resources
- Indoor environmental quality
- Operations and maintenance

3. Required expertise shall include but are not limited to:

- Life cycle cost analyses and assessments
- Recycled content and sustainable building product selection, specification, and procurement
- Waste reduction strategies, such as construction and demolition waste management plans, deconstruction plans, storage and collection of recyclables, and other reuse opportunities
- Use of the USGBC LEED Building Rating System
- Use of creative financing for green buildings and facilities
- Green operating and maintenance plans
- Commissioning a green building
- Energy modeling and analysis
- Monitoring and tracking of final projects once they are operational

4. Familiarity with the USGBC LEED™ Green Building Rating System.

The architect team shall be thoroughly familiar and experienced with LEED™ Green Building Rating System Product Portfolios including Version 2.2 for new construction, LEED for Existing Buildings, and LEED for Core and Shell as well as the entire USGBC LEED certification process. This shall include all areas of planning, design, construction, LEED registration, credit interpretation rulings, project LEED applications, appeals, fees, and final rulings. The firm team shall also be familiar with the role and importance of project commissioning and of the commissioning agent throughout the entire design and construction process.

b) Typical Sustainable Architect's Project Scope of a green project may include but is not limited to:

- Project vision articulation
- Site and resource analysis
- Schematic (or concept) design
- Design development
- Project registration with USGBC
- Construction documents, including the plans, specifications, and construction cost estimates.

- Project permit acquisitions including any and all required Planning and Building Bureau plan checks and clearances.
- Assistance in the public tendering process
- Design services during construction
- Project application(s) for LEED certification
- Final construction punch walk
- Project close-out including final building commissioning

3. Facility Mechanical Engineering Services include but are not limited to:

- a) HVAC plans, specifications, and cut sheets including equipment schedules, capacities, design criteria, control diagrams, duct sizes, hangers, insulation, and duct connections.
- b) Plumbing plans including all pipes and piping materials, plumbing equipment and fixtures, riser diagrams for waste and vent, cold and hot water piping, gas piping plans, regulator, backflow prevention devices, gas earthquake shut-off valves, water meter, plumbing hydraulic calculations, etc.
- c) Fire protection plans including hydraulic calculations showing all piping materials, sizes, and fire protection devices, etc.
- d) Prepare solid waste and incineration system designs
- e) Prepare building storm drain roof runoff designs
- f) Prepare mechanical feasibility studies.

4. Facility Electrical Engineering Services include but are not limited to:

- a) Prepare electrical photometric plans for facility and area lighting designs.
- b) Calculation of electrical loads, including coordination for coincidental and non-coincidental loads, load shedding, short circuit calculations, and voltage drop calculations
- c) Prepare electrical site layout plans including wiring and grounding systems layouts, details, and properly sizing of wiring for current carrying and ground wiring
- d) Preparation of single line electrical diagrams
- e) Prepare sound and signal system designs
- f) Prepare electrical feasibility studies for facilities

5. Other Professional Services include but are not limited to:

- a) Design **Project Management**, preferably PMP certified, following appropriate state-of-the-art project management methodologies, guidelines, and practices.
- b) Independent Peer Reviews of architectural and engineering designs and studies performed by others.
- c) Professional construction cost estimates at all levels of design effort accuracies including planning/order of magnitude, conceptual design, preliminary design, and final design.
- d) Design services during construction including attending construction meetings, reviewing material submittals and shop drawings, responding to contractor requests for information, and preparing as-built record drawings.
- e) Acquisition of required plan check permits from the Long Beach Planning and Building Bureaus, Public Works, etc.

E. CITY RESPONSIBILITIES

1. Provide a designated City Project Manager and/or Capital Project Coordinator who will act as the project focal point.
2. Provide or make available upon request, reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development.
3. Advertise for bids, review bids and award contracts.
4. Administer contracts.

F. MISCELLANEOUS

1. Drafting shall be performed on AutoCAD 2007 version, in the office of the Consultant, and conform to City guidelines and standards.
2. All plans, diskettes/CDs and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City of Long Beach.
3. The City shall pre-approve the Consultant proposed Project Manager, a/k/a Consultant's proposed main and active project representative (CR), by review of his or her resumes. If after a period of time, the City is not satisfied with the work of progress of the CR, another CR shall be furnished. The CR, once selected, shall not be replaced, unless approved by the City.
 4. Architectural plans, specifications, details and calculations shall be based on, comply with, and/or make appropriate reference to the 2007 California Building Code, Standard Specifications and Plans for Public Works Construction (Greenbook), CCR Title 24, California Access Code, American with Disabilities Act of 1990, U.S. Green Building Council, American Institute of Architects, 2005 National Electrical Code (NEC), 2006 Uniform Mechanical Code (UMC), 2006 Uniform Fire Code, NFPA 101 Life Safety Code, and 2005 California Energy Code and any and all other applicable local, county, state and federal codes, standards, guidelines, and regulations.

EXHIBIT “B”



Full-spectrum architecture
and design services

WWCOT STANDARD HOURLY RATE SCHEDULE 2009-2011

Partner-in-Charge/Principal.....	\$220.
Architectural Design Partner.....	\$200.
Interior Design Partner.....	\$200.
Sustainability Partner.....	\$200.
Building Assessment Project Manager.....	\$195.
Project Manager.....	\$180.
Cost Estimator.....	\$180.
Senior Engineer.....	\$170.
Design Engineer.....	\$160.
LEED Commissioning Agent.....	\$160.
Project Designer.....	\$145.
Project Architect.....	\$140.
Project Engineer.....	\$140.
Interior Designer.....	\$140.
Program Confirmation Manager.....	\$140.
Technical Architect.....	\$130.
CAD Designer.....	\$110.
CAD Technician.....	\$95.
Project Administrator.....	\$80
Administrative Assistant.....	\$60.

Partners:
 Adrian O. Cohen, FAIA, LEED
 Andrea Cohen Gehring, FAIA, LEED
 Pamela Tuschner, FAIA
 Benjamin Levin, AIA, IIDA, LEED
 Dean J. Vlahos, AIA, CCCA, LEED
 Thomas Cestarte, AIA
 Jeff Grodsky, CID
 Dennis T. Tanida, AIA, LEED
 Christopher S. Mills, AIA
 Kaveh Amirdelfan, AIA
 Gary J. Gery, AIA
 Miguel Maio, AIA

Principals:
 Rudolph V. DeChellis, FAIA
 William Judge, AIA, LEED
 Chengzhi Lu
 David Sakaguchi, AIA, LEED
 Sam Hanna
 John Booker, AIA

Founding Partner:
 Chester A. Widom, FAIA

3130 Wilshire Blvd.
 6th Floor
 Santa Monica, CA
 90403-2349
 T 310.828.0040
 F 310.453.9432
 info@wwcot.com
 www.wwcot.com

Riverside
 Palm Springs
 Modesto
 Shanghai

REIMBURSABLE EXPENSES

Reimbursable expenses at cost may include, but are not limited to, the following:

Mileage - Based on IRS allowable rates.
Plan Printing and Reproduction
Computer Plots
Photocopying
Color Prints
Bulk Copying
Long Distance Phone / Fax
Shipping, Mailing and Postage
Expert Witness Services

Note: It is understood that this rate schedule will only be modified by mutual agreement of both parties.

EXHIBIT “C”

City’s Representative:

Linden Nishinaga, Senior Engineer

EXHIBIT “D”

Materials/Information Furnished: None