

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

AGREEMENT

33876

THIS AGREEMENT is made and entered, in duplicate, as of April 22, 2015 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 17, 2015, by and between MARY MCGRATH ARCHITECTS, a California corporation ("Consultant"), with a place of business at 505 17th Street, 2nd Floor, Oakland, California 94612, 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 design services related to fire station facilities modernization ("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 Three Hundred Thousand Dollars (\$300,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the

1 necessary funds for such payment by the City in each fiscal year during the term  
2 of this Agreement. For the purposes of this Section, a fiscal year commences on  
3 October 1 of the year and continues through September 30 of the following year.  
4 In the event that the City Council of the City fails to appropriate the necessary  
5 funds for any fiscal year, then, and in that event, the Agreement will terminate at  
6 no additional cost or obligation to the City.

7 C. Consultant may select the time and place of performance for  
8 these services provided, however, that access to City documents, records, and the  
9 like, if needed by Consultant, shall be available only during City's normal business  
10 hours and provided that milestones for performance, if any, are met.

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

25 E. Consultant represents that Consultant has obtained all  
26 necessary information on conditions and circumstances that may affect its  
27 performance and has conducted site visits, if necessary.

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of  
2 insurance has been delivered to and approved by the City.

3 2. TERM. The term of this Agreement shall commence at midnight on  
4 March 1, 2015, and shall terminate at 11:59 p.m. on March 1, 2016, unless sooner  
5 terminated as provided in this Agreement, or unless the services or the Project is  
6 completed sooner. The parties have the option to extend the term two (2) additional one-  
7 year periods.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's  
10 representative, if any, named in Exhibit "C", attached to this Agreement and  
11 incorporated by this reference. Consultant shall advise and inform City's  
12 representative of the work in progress on the Project in sufficient detail so as to  
13 assist City's representative in making presentations and in holding meetings on  
14 the Project. City shall furnish to Consultant information or materials, if any,  
15 described in Exhibit "D" attached to this Agreement and incorporated by this  
16 reference, and shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City  
18 for entering this Agreement was and is the reputation and skill of Consultant's key  
19 employee, Mary McGrath. City shall have the right to approve any person  
20 proposed by Consultant to replace that key employee.

21 4. INDEPENDENT CONTRACTOR. In performing its services,  
22 Consultant is and shall act as an independent contractor and not an employee,  
23 representative, or agent of City. Consultant shall have control of Consultant's work and  
24 the manner in which it is performed. Consultant shall be free to contract for similar  
25 services to be performed for others during this Agreement provided, however, that  
26 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.  
27 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from  
28 Consultant's compensation, b) City will not secure workers' compensation or pay

1 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and  
2 Consultant is not entitled to any of the usual and customary rights, benefits or privileges  
3 of City employees. Consultant expressly warrants that neither Consultant nor any of  
4 Consultant's employees or agents shall represent themselves to be employees or agents  
5 of City.

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this  
8 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
9 duration of this Agreement, from insurance companies that are admitted to write  
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
11 Company or from authorized non-admitted insurance companies subject to  
12 Section 1763 of the California Insurance Code and that have ratings of or  
13 equivalent to A:VIII by A.M. Best Company the following insurance:

14 (a) Commercial general liability insurance (equivalent in scope to  
15 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
16 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
17 coverage shall include but not be limited to broad form contractual liability,  
18 cross liability, independent contractors liability, and products and  
19 completed operations liability. The City, its boards and commissions, and  
20 their officials, employees and agents shall be named as additional  
21 insureds by endorsement (on City's endorsement form or on an  
22 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20  
23 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33  
24 07 04 and CG 20 37 07 04), and this insurance shall contain no special  
25 limitations on the scope of protection given to the City, its boards and  
26 commissions, and their officials, employees and agents. This policy shall  
27 be endorsed to state that the insurer waives its right of subrogation  
28 against City, its boards and commissions, and their officials, employees

1 and agents.

2 (b) Workers' Compensation insurance as required by the California  
3 Labor Code and employer's liability insurance in an amount not less than  
4 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
5 its right of subrogation against City, its boards and commissions, and their  
6 officials, employees and agents.

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

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

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

17 C. Each insurance policy shall be endorsed to state that  
18 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)  
19 days prior written notice to City, shall be primary and not contributing to any other  
20 insurance or self-insurance maintained by City, and shall be endorsed to state that  
21 coverage maintained by City shall be excess to and shall not contribute to  
22 insurance or self-insurance maintained by Consultant. Consultant shall notify the  
23 City in writing within five (5) days after any insurance has been voided by the  
24 insurer or cancelled by the insured.

25 D. If this coverage is written on a "claims made" basis, it must  
26 provide for an extended reporting period of not less than one hundred eighty (180)  
27 days, commencing on the date this Agreement expires or is terminated, unless  
28 Consultant guarantees that Consultant will provide to the City evidence of

1           uninterrupted, continuing coverage for a period of not less than three (3) years,  
2           commencing on the date this Agreement expires or is terminated.

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

7           F.     Prior to the start of performance, Consultant shall deliver to  
8           City certificates of insurance and the endorsements for approval as to sufficiency  
9           and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of  
10          the insurance, furnish to City certificates of insurance and endorsements  
11          evidencing renewal of the insurance. City reserves the right to require complete  
12          certified copies of all policies of Consultant and Consultant's subconsultants and  
13          contractors, at any time. Consultant shall make available to City's Risk Manager  
14          or designee all books, records and other information relating to this insurance,  
15          during normal business hours.

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

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

26          6.     ASSIGNMENT AND SUBCONTRACTING.     This Agreement  
27          contemplates the personal services of Consultant and Consultant's employees, and the  
28          parties acknowledge that a substantial inducement to City for entering this Agreement

1 was and is the professional reputation and competence of Consultant and Consultant's  
2 employees. Consultant shall not assign its rights or delegate its duties under this  
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
4 approval of City, except that Consultant may with the prior approval of the City Manager  
5 of City, assign any moneys due or to become due the Consultant under this Agreement.  
6 Any attempted assignment or delegation shall be void, and any assignee or delegate  
7 shall acquire no right or interest by reason of an attempted assignment or delegation.  
8 Furthermore, Consultant shall not subcontract any portion of its performance without the  
9 prior approval of the City Manager or designee, or substitute an approved subconsultant  
10 or contractor without approval prior to the substitution. Nothing stated in this Section  
11 shall prevent Consultant from employing as many employees as Consultant deems  
12 necessary for performance of this Agreement.

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

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

23 9. OWNERSHIP OF DATA. All materials, information and data  
24 prepared, developed, or assembled by Consultant or furnished to Consultant in  
25 connection with this Agreement, including but not limited to documents, estimates,  
26 calculations, studies, maps, graphs, charts, computer disks, computer source  
27 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
28 information, material, and memorandum ("Data") shall be the exclusive property of City.

1 Data shall be given to City, and City shall have the unrestricted right to use and disclose  
2 the Data in any manner and for any purpose without payment of further compensation to  
3 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that  
4 Data shall not be made available to any person or entity for use without the prior approval  
5 of City. This warranty shall survive termination of this Agreement for five (5) years.

6 10. TERMINATION. Either party shall have the right to terminate this  
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
8 prior written notice to the other party. In the event of termination under this Section, City  
9 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
10 effective date of termination for which Consultant has not been previously paid. The  
11 procedures for payment in Section 1.B. with regard to invoices shall apply. On the  
12 effective date of termination, Consultant shall deliver to City all Data developed or  
13 accumulated in the performance of this Agreement, whether in draft or final form, or in  
14 process. And, Consultant acknowledges and agrees that City's obligation to make final  
15 payment is conditioned on Consultant's delivery of the Data to the City.

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

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
26 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
27 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
28 without breach of this Agreement by Consultant; or (c) a third party who has a right to



1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

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

10 B. If the Project involves construction and the scope of work  
11 requires Consultant to prepare plans and specifications with an estimate of the  
12 cost of construction, then Consultant may be required to modify the plans and  
13 specifications, any construction documents relating to the plans and specifications,  
14 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
15 received by City exceeds by more than fifteen percent (15%) Consultant's  
16 estimate. This modification shall be submitted in a timely fashion to allow City to  
17 receive new bids within four (4) months after the date on which the original plans  
18 and specifications were submitted by Consultant.

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

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

27 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2 17. INDEMNITY.

3 A. Consultant shall indemnify, protect and hold harmless City, its  
4 Boards, Commissions, and their officials, employees and agents ("Indemnified  
5 Parties"), from and against any and all liability, claims, demands, damage, loss,  
6 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
7 costs and expenses, including attorneys' fees, court costs, expert and witness  
8 fees, and other costs and fees of litigation, arising or alleged to have arisen, in  
9 whole or in part, out of or in connection with (1) Consultant's breach or failure to  
10 comply with any of its obligations contained in this Agreement, or (2) negligent or  
11 willful acts, errors, omissions or misrepresentations committed by Consultant, its  
12 officers, employees, agents, subcontractors, or anyone under Consultant's control,  
13 in the performance of work or services under this Agreement (collectively "Claims"  
14 or individually "Claim").

15 B. In addition to Consultant's duty to indemnify, Consultant shall  
16 have a separate and wholly independent duty to defend Indemnified Parties at  
17 Consultant's expense by legal counsel approved by City, from and against all  
18 Claims, and shall continue this defense until the Claims are resolved, whether by  
19 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
20 breach, or the like on the part of Consultant shall be required for the duty to defend  
21 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
22 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
23 in the defense.

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

1 D. To the extent this Agreement is a professional service  
2 agreement for work or services performed by a design professional (architect,  
3 landscape architect, professional engineer or professional land surveyor), the  
4 provisions of this Section regarding Consultant's duty to defend and indemnify  
5 shall be limited as provided in California Civil Code Section 2782.8, and shall  
6 apply only to Claims that arise out of, pertain to, or relate to the negligence,  
7 recklessness, or willful misconduct of the Consultant.

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 City to encourage the participation of  
24 Disadvantaged, Minority and Women-owned Business Enterprises in City'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 City in May and in December or, in the case of  
2 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 the City.

22 C. If the Consultant fails to comply with the EBO, the City 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 the City. The City  
25 may 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 the City determines that the Consultant has set up or used  
2 its contracting entity for the purpose of evading the intent of the EBO, the City may  
3 terminate the Agreement on behalf of the City. 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 the  
10 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager  
11 with a copy to the City Engineer at the same address. Notice of change of address shall  
12 be given in the same manner as stated for other notices. Notice shall be deemed given  
13 on the date deposited in the mail or on the date personal delivery is made, whichever  
14 occurs first.

15           22.    COPYRIGHTS AND PATENT RIGHTS.

16           A.     Consultant shall place the following copyright protection on all  
17 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

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

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

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

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

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

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

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

28           28.    AUDIT. City shall have the right at all reasonable times during the

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1 term of this Agreement and for a period of five (5) years after termination or expiration of  
2 this Agreement to examine, audit, inspect, review, extract information from, and copy all  
3 books, records, accounts, and other documents of Consultant relating to this Agreement.

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

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

9 MARY MCGRATH ARCHITECTS, a  
10 California corporation

11 5/20/2015, 2015

By mmcgrath  
12 Name MARY McGrath  
13 Title president

14 \_\_\_\_\_, 2015

By \_\_\_\_\_  
15 Name \_\_\_\_\_  
16 Title \_\_\_\_\_

17 "Consultant"

18 CITY OF LONG BEACH, a municipal  
19 corporation

20 June 17, 2015

By T. Bill Assistant City Manager  
21 City Manager

EXECUTED PURSUANT  
22 TO SECTION 301 OF  
23 THE CITY CHARTER.

24 "City"

25 This Agreement is approved as to form on 6/5,  
26 2015.

27 CHARLES PARKIN, City Attorney

28 By [Signature]  
Deputy

# EXHIBIT “A”

## Scope of Work



**CITY OF LONG BEACH**  
**Fire Stations No. 2, 4, 9 and 22 Privacy Upgrade Revisions**

***Construction Documents, Bidding, Construction  
Administration***

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***Proposed Work Plan and Estimated Fee***

***April 15, 2015***

**Project Description:** The City of Long Beach proposes to upgrade Fire stations no. 2, 4, 9 and 22 to provide private quarters for the City's fire fighters. The project includes demolition of existing building elements and modifications to provide private sleeping rooms and restrooms. The site improvements are limited to providing an accessible route from an accessible parking space to an accessible doorway to access the station.

**Building Improvements:** A conceptual layout of each station reconfiguration has been completed by the City of Long Beach Team and construction documents have been completed. This scope of work modifies the existing construction documents to provide additional elements of accessibility. On Fire Stations 4 and 22, new drawings will be completed based on the existing construction documents prepared by another design team. New Architect and Engineers of record will sign the documents.

**On-site Improvements:** Anticipated on-site improvements are limited to providing accessible route from an accessible parking space to the fire station interior. Entry door configuration will be included as necessary. An accessible path of travel from the adjacent public way will be created as well

**Off-site Improvements:** There are no off-site improvements or utility upgrades anticipated.

### **Task 1 Construction Documents**

#### **Approach:**

The existing documents and a review of the revised accessibility requirements set the scope of the project and will be the basis for the refinement of the construction documents. The Mary McGrath Architects architectural staff and the project consultant team will use the information developed in those documents and discussions to produce the complete construction plans.

This task will occur in two phases. The first task is the completion of the 95% documents. We will submit this substantially complete set for plan check by the City. It is anticipated that this set will be complete except for response to plan check questions. The 100% documents will be permit ready and be the bid set.

#### **Deliverables:**

- 95% construction documents for submittal to building department
  - Site improvement design and documentation limited to ADA path of travel.
  - Dimensioned layout of final plans, sections, and elevations
  - Door and window schedules
  - Building detailing
  - Interior finish schedule
  - Interior design including selection of interior materials and colors (Coordination with exiting City color and material palette)
  
- Design of all effected engineered systems including:
  - Structural design ( if necessary)
  - Mechanical Design
  - Plumbing layout, design and fixture schedule
  - Electrical layout, design and fixture schedule

- Phone and data layout and design to head-in equipment
- Coordination with Westnet Fire alerting system layout
- Plan check Response Listing
- Complete product specifications (Coordination with existing specifications prepared by the City)
- Complete equipment and material cut sheets (Coordination with equipment and materials previously used by the City)
- Title 24 energy documentation (CalGreen excluding energy modeling and commissioning)
- Review Draft Division 0 documents prepared by the City. Coordinate with Division 1 documents prepared by Mary McGrath Architects
- 100% Design Documents (Bid documents)

**Meetings:**

- One meeting to review progress set with Client
- Meetings with building department to submit for plan check and as necessary to obtain approvals

**Task 2: Bidding**

**Approach:**

Our team will assist the City in preparing the documents for bid. Each project will be bid separately. The documents will be advertised and submitted to plan rooms for bidding by the City. There will be a pre-bidding conference which the City will organize and lead. We will respond to questions during bidding, prepare written clarifications and addenda. We will issue any addenda to the potential bidders.

**Deliverables:**

- Written response to questions
- Preparation and issuance of addenda

**Meetings:**

- None

**Task 3: Construction Observation and Close-out**

**Approach:**

We anticipate a 4 month construction period per project from kick-off meeting including close-out. We will attend the pre-construction meeting and provide a substantial complete walk-through for each project. We will participate in one construction meeting at the mid-point of construction and provide support to the field through our response to RFI's, submittal review, substitution review and change order requests. Sub-consultants will attend one construction meeting as necessary to review the rough-in phases of their work.

**Meetings and Deliverables:**

- Attend pre-construction meeting
- Attend one construction progress meeting at the mid-point of construction or at a time determined by the project team.
- Review and respond to RFI's
- Coordination of construction progress review by consultants (one site visit anticipated)
- Submittal / shop drawing processing and review
- Clarifications / field questions processing and response
- Final walk-through to determine Substantial Completion
- Final Walk-through Punch List

**Work Scope Qualifications and Exclusions:**

**Products and services to be provided by the City:**

1. AutoCAD files of current floor plan layouts in usable format (if available).
2. Draft technical specifications as used on other Privacy Upgrade projects
3. Contract coordination with Westnet
4. Furnishings design, procurement and installation
5. Standardized details used by the City in prior privacy projects (i.e. lockers, etc.)
6. List of standardize finishes use in other Privacy Upgrade projects

**Work that is not included in the Contract Work Scope above but is available upon request:**

1. Performance criteria for design/build commercial sprinkler system
2. Performance Criteria for design/build fire alarm system
3. Structural upgrades beyond those required for restroom modification
4. Clerk of the Work and Construction Management
5. Hearings, submittals or negotiations with the City of Long Beach Planning Department (We anticipate that Planning Review is not necessary)
6. Summary of facility maintenance and operation cost
7. Head-in equipment design and procurement for phone, data, and Westnet systems
8. Specialized energy analysis of the facility design
9. Design of on-site improvements beyond those listed above.
10. Traffic Signal improvements (except signal pre-empt)
11. Off-site observation of construction materials and assemblies
12. LEED Certification Documentation Preparation

# EXHIBIT "B"

Rates or Charges



## 2015 Hourly Rates

### MARY MCGRATH ARCHITECTS

Principal	\$190/Hr
Project Manager	\$175/Hr
Senior Designer / Technical Architect	\$140/Hr
Designer/Job Captain	\$110/Hr
Junior Designer	\$ 95/Hr
Senior Project Support	\$ 90/Hr
Project Support	\$ 80/Hr

# EXHIBIT “C”

City’s Representative:

Marilyn Surakus, Project Manager

(562) 570-5793

# EXHIBIT "D"

Materials/Information Furnished: None