

AGREEMENT

S A 0001

THIS AGREEMENT is made and entered, in duplicate, as of June 1, 2012, by and between MARY MCGRATH ARCHITECTS, a California corporation, with a place of business at 807 Broadway, Suite 200, Oakland, California 94607 ("Consultant"), and the CITY OF LONG BEACH, AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services to be performed in connection with the Construction of Fire Station 12 and Emergency Resource Center ("Project"); and

WHEREAS, 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 One Hundred Ninety Five Thousand Dollars (\$195,000), 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 February 1, 2012, and shall terminate at 11:59 p.m. on February 28, 2013, 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

representative and shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project.

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

5. INSURANCE.

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

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability,

1 cross liability, independent contractors liability, and products and  
2 completed operations liability. The City, its boards and commissions, and  
3 their officials, employees and agents shall be named as additional  
4 insureds by endorsement (on City's endorsement form or on an  
5 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20  
6 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33  
7 07 04 and CG 20 37 07 04), and this insurance shall contain no special  
8 limitations on the scope of protection given to the City, its boards and  
9 commissions, and their officials, employees and agents. This policy shall  
10 be endorsed to state that the insurer waives its right of subrogation  
11 against City, its boards and commissions, and their officials, employees  
12 and agents.

13 (b) Workers' Compensation insurance as required by the California  
14 Labor Code and employer's liability insurance in an amount not less than  
15 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
16 its right of subrogation against City, its boards and commissions, and their  
17 officials, employees and agents.

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

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

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

28 C. Each insurance policy shall be endorsed to state that

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

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

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

18 F. Prior to the start of performance, Consultant shall deliver to  
19 City certificates of insurance and the endorsements for approval as to sufficiency  
20 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of  
21 the insurance, furnish to City certificates of insurance and endorsements  
22 evidencing renewal of the insurance. City reserves the right to require complete  
23 certified copies of all policies of Consultant and Consultant's subconsultants and  
24 contractors, at any time. Consultant shall make available to City's Risk Manager  
25 or designee all books, records and other information relating to this insurance,  
26 during normal business hours.

27 G. Any modification or waiver of these insurance requirements  
28 shall only be made with the approval of City's Risk Manager or designee. Not

1 more frequently than once a year, the City's Risk Manager or designee may  
2 require that Consultant, Consultant's subconsultants and contractors change the  
3 amount, scope or types of coverages required in this Section if, in his or her sole  
4 opinion, the amount, scope, or types of coverages are not adequate.

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

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

24 7. CONFLICT OF INTEREST. Consultant, by executing this  
25 Agreement, certifies that, at the time Consultant executes this Agreement and for its  
26 duration, Consultant does not and will not perform services for any other client which  
27 would create a conflict, whether monetary or otherwise, as between the interests of City  
28 and the interests of that other client. And, Consultant shall obtain similar certifications

1 from Consultant's employees, subconsultants and contractors.

2 8. MATERIALS. Consultant shall furnish all labor and supervision,  
3 supplies, materials, tools, machinery, equipment, appliances, transportation, and services  
4 necessary to or used in the performance of Consultant's obligations under this  
5 Agreement.

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

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

27 11. CONFIDENTIALITY. Consultant shall keep the Data confidential  
28 and shall not disclose the Data or use the Data directly or indirectly other than in the

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

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

14 13. ADDITIONAL COSTS AND REDESIGN.

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

21 B. If the Project involves construction and the scope of work  
22 requires Consultant to prepare plans and specifications with an estimate of the  
23 cost of construction, then Consultant may be required to modify the plans and  
24 specifications, any construction documents relating to the plans and specifications,  
25 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
26 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
27 This modification shall be submitted in a timely fashion to allow City to receive new  
28 bids within four (4) months after the date on which the original plans and



specifications were submitted by Consultant.

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

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

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

17. INDEMNITY.

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

B. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by  
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
3 breach, or the like on the part of Consultant shall be required for the duty to defend  
4 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
5 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
6 in the defense.

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

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

19 E. The provisions of this Section shall survive the expiration or  
20 termination of this Agreement.

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

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

26 20. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject  
28 to applicable rules and regulations, Consultant shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,  
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or  
3 disability. Consultant shall ensure that applicants are employed, and that  
4 employees are treated during their employment, without regard to these bases.  
5 These actions shall include, but not be limited to, the following: employment,  
6 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or  
7 termination, rates of pay or other forms of compensation, and selection for training,  
8 including apprenticeship.

9 B. It is the policy of City to encourage the participation of  
10 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
11 procurement process, and Consultant agrees to use its best efforts to carry out  
12 this policy in its use of subconsultants and contractors to the fullest extent  
13 consistent with the efficient performance of this Agreement. Consultant may rely  
14 on written representations by subconsultants and contractors regarding their  
15 status. Consultant shall report to City in May and in December or, in the case of  
16 short-term agreements, prior to invoicing for final payment, the names of all  
17 subconsultants and contractors hired by Consultant for this Project and information  
18 on whether or not they are a Disadvantaged, Minority or Women-Owned Business  
19 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
20 637).

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

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

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

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

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

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

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

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

23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

26. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
2 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

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

3 MARY MCGRATH ARCHITECTS, a  
4 California corporation

5 May 23, 2012

By M McGrath  
6 Name MARY M-Grath  
7 Title president

8 \_\_\_\_\_, 2012

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

9 "Consultant"

10 CITY OF LONG BEACH, AS  
11 SUCCESSOR AGENCY TO THE  
12 REDEVELOPMENT AGENCY OF THE  
13 CITY OF LONG BEACH, a municipal  
14 corporation

15 June 1, 2012

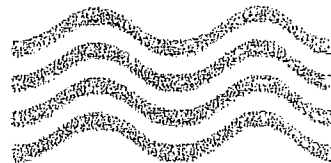
By A J Bodek  
16 Name AMY J. BODEK  
17 Title DIRECTOR OF DEVELOPMENT  
18 SERVICES

19 "City"

20 This Agreement is approved as to form on May 29,  
21 2012.

22 ROBERT E. SHANNON, City Attorney

23 By [Signature]  
24 Deputy



## EXHIBIT A

### Completion of Construction Administration & Close out - Scope of Work

#### Task 1: Construction Observation

##### Approach:

This scope of work is to complete the construction administration, LEED Documentation and project close-out documentation related to Long Beach Fire Station No. 12 and ERC for the City of Long Beach. The scope of work is to be performed between February 1st, 2012 and February 28<sup>th</sup>, 2013 and includes close-out which would extend two months through April. Mary McGrath will be the primary representative for the completion of the work attending all job site meetings and providing clarifications to the field, continuing the work as the Architect of Record.

##### Tasks:

- Attend construction progress meetings approximately every two weeks or as requested by the Owner
- Review and respond to RFI's
- Review and respond to Change Requests
- Development of ASI's
- Coordination of construction progress review by consultants as needed
- Submittal / shop drawing processing and review
- Clarifications / field questions processing and response
- Final walk-through to determine Substantial Completion

##### Deliverables:

- Review of meeting minutes
- Written responses and graphic exhibits for RFI's
- Create ASI's and graphic exhibits related to changes in the work
- Written response to submittal review and processing
- Review and written response to change order requests.
- Final Walk-through Punch List

#### Task 2: Close-out

##### Approach:

We will provide a final walk through to verify that the punch list items have been completed. Our tasks in the phase will include review of Owner documents for accuracy, completeness and delivery to Owner. They include: Operations and Maintenance Manuals, Warranties and Guarantees and evidence of extra stock delivery. We will gather record drawings prepared by the contractor and create a record set for the City. During this phase we will review LEED documentation to be submitted by the Contractor, Commissioning Agent and City.





**Deliverables:**

- Letter of Final Acceptance
- Review and written comments on close out documents including O&M manuals and warranties/guarantees
- Digital Record Drawings (Scan of contractor's as-builts to create a PDF file)

**Meetings:**

- Final Walk-through
- Walk through at 2 months to follow-up on building commissioning.

**Assumptions:**

The level of effort for Construction Administration Services assumes that KOA will continue to be responsible for day-to-day construction administration, material testing/verification, inspection, and related resident project administration/observation services. Services provided under this scope are limited to office architectural and engineering support with site observation as noted above.

### Hours Per Task/Rates Summary

Construction Administration and Construction Management										
Task 1	Construction Observation	Mary McGrath Architects	PIC	PM	Senior PA	Designer/Job Captain	Junior Designer	Senior Project Support	Project Support	Totals
16 hours a week for 56 weeks	rate		\$175	\$150		\$135	\$110	\$90	\$90	\$80
	hours		0	0		896	0	0	0	80
	total amount		\$0	\$0		\$120,960	\$0	\$0	\$0	\$6,400
	total amount		\$0	\$0		\$120,960	\$0	\$0	\$0	\$6,400
	Consultant	Structural	Civil	Mech/Plumb	Electrical	Landscape	Cost	Other	Totals	
	Fee	\$7,800	\$17,280	\$4,500	\$4,350	\$500	\$0	\$0	\$0	
	0% mark-up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	total amount	\$7,800	\$17,280	\$4,500	\$4,350	\$500	\$0	\$0	\$34,430	
	Task 1 Total:	\$161,790								
	Task 2	Close-Out	Mary McGrath Architects	PIC	PM	Senior PA	Designer/Job Captain	Junior Designer	Senior Project Support	Project Support/LEED
	rate		\$175	\$150		\$135	\$110	\$90	\$90	\$80
	hours		0	0		24	0	0	0	80
	total amount		\$0	\$0		\$3,240	\$0	\$0	\$0	\$6,400
	total amount		\$0	\$0		\$3,240	\$0	\$0	\$0	\$6,400
	Consultant	Structural	Civil	Mech/Plumb	Electrical	Landscape	Cost	Other	Totals	
	Fee	\$400	\$2,360	\$500	\$500	\$500	\$0	\$0	\$0	
	0% mark-up	\$40	\$236	\$50	\$50	\$50	\$0	\$0	\$0	
	total amount	\$440	\$2,596	\$550	\$550	\$550	\$0	\$0	\$4,686	
	Task 2 Total:	\$14,326								
	Total Fee:		Construction Observation and Close-out							
		Task 1 Construction Observation								\$161,790
		Task 2 Close-out								\$14,326
		Total Professional Services Fee:								\$176,116
Suggested Budget for Reimbursable Expenses										\$15,000
** The suggested budget for reimbursable expenses is estimated only and will be billed as accrued.										