

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

AGREEMENT

**34172**

THIS AGREEMENT is made and entered, in duplicate, as of December 16, 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 December 1, 2015, by and between JAG ARCHITECTS, INC., a California corporation, partnership, limited liability company, dba ("Consultant"), with a place of business at 3745 Long Beach Blvd., Suite 230, Long Beach, California 90807, 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 architectural and engineering services for the Lifeguard Headquarters Rehabilitation and Junior Lifeguard Facility Rebuild Projects ("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 Seventy-Five Thousand One Hundred Seventy-Seven Dollars (\$275,177), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

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

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

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

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

1 F. CAUTION: Consultant shall not begin work until this  
2 Agreement has been signed by both parties and until Consultant's evidence of  
3 insurance has been delivered to and approved by the City.

4 2. TERM. The term of this Agreement shall commence at midnight on  
5 January 1, 2016 and shall terminate at 11:59 p.m. on January 1, 2018, unless sooner  
6 terminated as provided in this Agreement, or unless the services or the Project is  
7 completed sooner. The parties have the option to extend the term for two (2) additional  
8 one-year periods.

9 3. COORDINATION AND ORGANIZATION.

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

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

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

1 b) City will not secure workers' compensation or pay unemployment insurance to, for or on  
2 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the  
3 usual and customary rights, benefits or privileges of City employees. Consultant expressly  
4 warrants that neither Consultant nor any of Consultant's employees or agents shall  
5 represent themselves to be employees or agents 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 Section  
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
13 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 completed  
19 operations liability. The City, its boards and commissions, and their officials,  
20 employees and agents shall be named as additional insureds by  
21 endorsement (on City's endorsement form or on an endorsement equivalent  
22 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
23 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
24 and this insurance shall contain no special limitations on the scope of  
25 protection given to the City, its boards and commissions, and their officials,  
26 employees and agents. This policy shall be endorsed to state that the  
27 insurer waives its right of subrogation against City, its boards and  
28 commissions, and their officials, employees and agents.

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

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

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

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

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

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

1 commencing on the date this Agreement expires or is terminated.

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

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

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

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

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
25 contemplates the personal services of Consultant and Consultant's employees, and the  
26 parties acknowledge that a substantial inducement to City for entering this Agreement was  
27 and is the professional reputation and competence of Consultant and Consultant's  
28 employees. Consultant shall not assign its rights or delegate its duties under this

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

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

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

21 9. OWNERSHIP OF DATA. All materials, information and data  
22 prepared, developed, or assembled by Consultant or furnished to Consultant in connection  
23 with this Agreement, including but not limited to documents, estimates, calculations,  
24 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
25 models, reports, summaries, drawings, designs, notes, plans, information, material, and  
26 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
27 and City shall have the unrestricted right to use and disclose the Data in any manner and  
28 for any purpose without payment of further compensation to Consultant. Copies of Data

1 may be retained by Consultant but Consultant warrants that Data shall not be made  
2 available to any person or entity for use without the prior approval of City. This warranty  
3 shall survive termination of this Agreement for five (5) years.

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

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

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

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13. ADDITIONAL COSTS AND REDESIGN.

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

B. If the Project involves construction and the scope of work requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new 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.

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1                   17.    INDEMNITY.

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

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

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

28                  D.     To the extent this Agreement is a professional service

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

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

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

11 19. NONDISCRIMINATION.

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

21 B. It is the policy of City to encourage the participation of  
22 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
23 procurement process, and Consultant agrees to use its best efforts to carry out this  
24 policy in its use of subconsultants and contractors to the fullest extent consistent  
25 with the efficient performance of this Agreement. Consultant may rely on written  
26 representations by subconsultants and contractors regarding their status.  
27 Consultant shall report to City in May and in December or, in the case of short-term  
28 agreements, prior to invoicing for final payment, the names of all subconsultants

1 and contractors hired by Consultant for this Project and information on whether or  
2 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
3 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

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

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

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

26 E. If the City determines that the Consultant has set up or used its  
27 contracting entity for the purpose of evading the intent of the EBO, the City may  
28 terminate the Agreement on behalf of the City. Violation of this provision may be

1 used as evidence against the Consultant in actions taken pursuant to the provisions  
2 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

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

10 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

24 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
25 that Consultant has not employed or retained any entity or person to solicit or obtain this  
26 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
27 commission, or other monies based on or from the award of this Agreement. If Consultant  
28 breaches this warranty, City shall have the right to terminate this Agreement immediately

1 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
2 due under this Agreement or otherwise recover the full amount of the fee, commission, or  
3 other monies.

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

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

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

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

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

27           29. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
28 designed to or entered for the purpose of creating any benefit or right for any person or

1 entity of any kind that is not a party to this Agreement.

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

4 JAG ARCHITECTS, INC., a California  
5 corporation

6 JANUARY 20, 2016

By [Signature]  
Name JOHN ASH  
Title PRESIDENT

8 JANUARY 22, 2016

By [Signature]  
Name DUK CEE  
Title VICE PRESIDENT

11 "Consultant"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 Feb. 8, 2016

By [Signature] **EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**  
City Manager  
Assistant City Manager

15 "City"

16 This Agreement is approved as to form on 1/28, 2016.

18 CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# **Exhibit A**

## Scope of Work





City of Long Beach  
Purchasing Division  
333 W Ocean Blvd/7<sup>th</sup> Floor  
Long Beach CA 90802

## 1 **OVERVIEW OF PROJECT**

### 1.1 **Project Description**

#### **Lifeguard Headquarters Facility**

The Long Beach Lifeguard Headquarters (A.K.A Cherry Avenue Lifeguard Station or Marine Safety Beach Operations) was first constructed at the end of Linden Avenue to replace the headquarters that was washed away along with the Pine Avenue pier during a storm. Built in 1938, the existing station was moved to Cherry Avenue in the 1960's and is now located on the west end of the Junipero Avenue parking lot. The existing building was designated as a historic landmark by the City of Long Beach on June 9, 1981.

The existing lifeguard headquarters has four levels. The first level has an exercise room, first aid room and storage. The second level has a small kitchenette, restroom, shower, lockers and storage. The third level has three offices, an inside space facing south towards the water to view both west and east sides of the beach. A balcony surrounds this level to allow better visibility of the beaches. The fourth level is accessed by a ships ladder and is mostly unusable space. Detached from the building is a small garage, which functions as storage and parking for lifeguard vehicles. However, the layout and size of this outdated facility may be inadequate for a lifeguard headquarters to provide the present-day needs for public safety services. It is desired to rehabilitate the facility to provide a functional and adequate lifeguard headquarters in order to provide necessary safety services to the public.

#### **Junior Lifeguard Facility**

This structure was originally built in 1930s to house one or two lifeguards during the summer season. The structure has two stories and includes an observation platform on top of a small locker shed. Currently, this structure is used as the Junior Lifeguard Facility and houses 10 instructors for training of 500 junior lifeguards each summer.

This structure may not have the required facilities to accommodate its current use. It is desired to consider building a new lifeguard facility at its current location, or potentially at another location like Claremont Place and Ocean Boulevard to utilize the adjacent parking and restroom facilities to provide training opportunities for the Junior Lifeguard Program and safety services for the general public. Such an arrangement may allow the use of existing restroom facilities to minimize building footprint, however, this must be carefully evaluated by the design team.

The City of Long Beach desires to engage the services of a professional consultant design firm team to provide architectural and engineering services to 1) rehabilitate the Lifeguard Headquarters Facility to provide a functional and adequate facility and 2) build a new Junior Lifeguard Facility. The participating architectural/engineering teams must have



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experience with historic building renovations as well as remodel and construction of new beach lifeguard headquarter facilities.

## 1.2 Project Budget

The preliminary budget for the Lifeguard Headquarters Rehabilitation project, inclusive of all soft costs and hard costs, shall not exceed \$7 million (\$5 M initial development cost with expansion potential costing an additional \$2 M). The preliminary budget for the Junior Lifeguard Facility Rebuild project, inclusive of all soft costs and hard costs, shall not exceed \$500,000. The project is anticipated to be funded using the City's Tidelands Funds. The selected consultant team shall work with the City's team to establish a construction budget for each facility, and maintain the total project budget through all phases of the design and regulatory permitting processes.

The City intends to initially negotiate and award the Conceptual Design Phase services including the CEQA support and public outreach, with the selected consultant. Other services including schematic design, design development, construction documents, support services during construction, and other services described herein, may be negotiated and awarded after the successful completion of the Conceptual Design and obtaining necessary City approvals, at the City's discretion.

## 1.3 Facilities Location and Functions

**Lifeguard Headquarters Facility Address:** 2100 E. Ocean Blvd., Long Beach, CA 90803

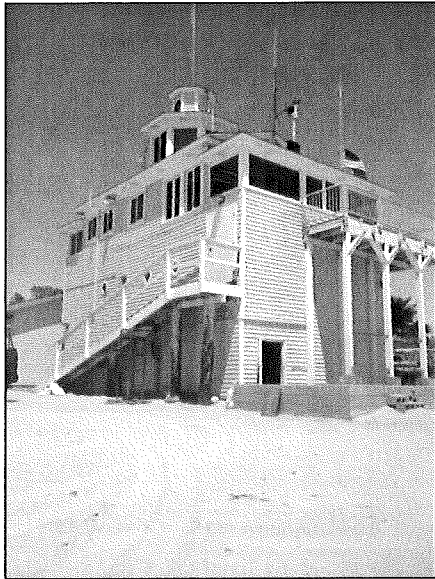
The existing Lifeguard Headquarters Facility is located on the beachfront at the foot of Cherry Avenue, on the west end of the Junipero Avenue parking lot. This multi-level facility was originally built in 1938, moved to its current location in 1960s, and is designated as a historical building in the City. It is approximately 2,000 square feet with a 500-square foot detached garage. This facility is the center for a wide range of functions including, dispatching, training, and emergency response functions integral to protecting the public in the City's beaches and waterways.

This facility provides a central location, where the public has direct access to report emergency concerns, receive assistance and obtain information on daily basis. It is also the Marine Safety Division's communication center fielding telephone calls from internal and external customers, and dispatching resources. Payroll and other administrative functions are also facilitated from this location. The facility provides remote support to approximately 180 marine safety employees during the peak



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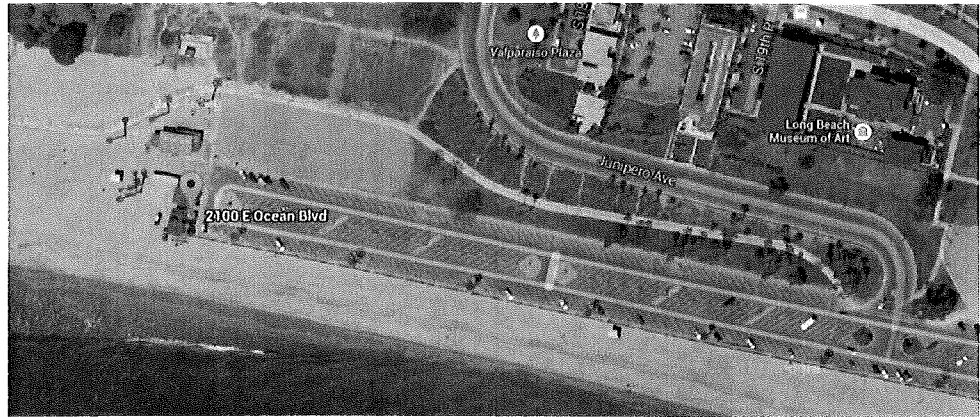
season. The building is staffed by up to 18 individuals, 365 days a year, 12 to 14 hours daily. For specific events such as Swift Water rescue deployments, it is staffed on a 24-hour basis.



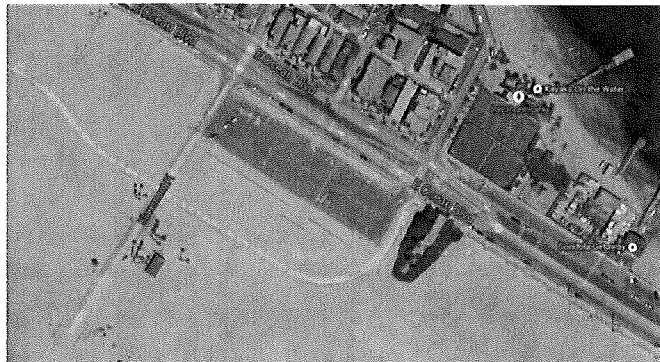
Lifeguard Headquarters Facility



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Lifeguard Headquarters Facility – Site Plan



Potential Location for Junior Lifeguard Facility – Claremont PI and Ocean Blvd



Junior Lifeguard Facility – 55<sup>th</sup> PI and Ocean Blvd



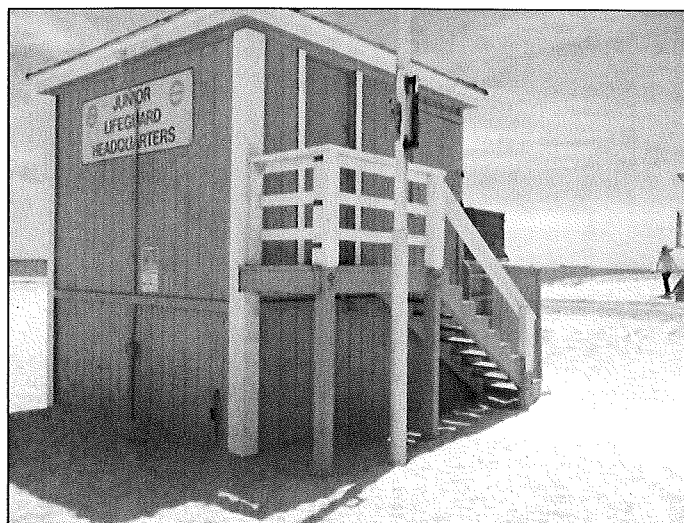
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**Junior Lifeguard Facility Address:** 55th Place and Ocean Blvd., Long Beach, CA 90803

The Junior Lifeguard Facility was originally built in 1930s to house one or two lifeguards for water rescue operations during the summer season. The structure was later utilized to also support the junior lifeguard training program and it houses 10 instructors for training of 500 junior lifeguards during the summer.

The junior lifeguard program runs six weeks, consecutively, every summer. The junior guards ranging in age from 9 to 17 years of age are taught stretching, physical conditioning, water rescue techniques, first aid, ocean ecology, ocean sports, competition, and beach sports.

This facility not only provides the junior lifeguard program, it also provides the marine safety staff a place to treat the injured trainees and the public using the beach. Stingray wound treatment is one of the common services required at this facility. This treatment requires having hot water for soaking the affected body parts and sewer service for disposal of the contaminated water after treatment. However, due to lack of sewer service at this facility, injured individuals have to be transported to the Lifeguard Headquarters for treatment.



Junior Lifeguard Facility



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## 1.4 Preliminary Project Program and Desired Features

### Lifeguard Headquarters Facility Rehabilitation

The intent of the project is to renovate and explore feasible expansion concepts for this facility at its current location in order to better address the City's public safety needs. Also, the selected consultant team shall evaluate the feasibility of an alternative site for this facility to be renovated/expanded.

The current facility may be inadequate to fully accommodate the present-day needs of a lifeguard headquarters; it gets flooded during tidal surges; has no room to store essential rescue equipment in the garage; has no sewer service for the first aid treatment room; and is subject to vandalism and theft.

**The primary factors to be considered in the renovation and expansion of this facility are to create a functional and up-to-date lifeguard headquarters in order to enable the lifeguards and marine safety staff to provide necessary services for the public safety and preserve the historic integrity of the building, in a manner that facilitates the entitlements process.**

California Coastal Commission is the regulatory agency responsible for issuing Coastal Development Permit for this project. While exploring expansion concepts for this facility, the selected consultant shall be cognizant of the Coastal Commission concerns including impact to beaches and public access. Constraints may include, but are not limited to, expansion of the facility to its west and south side.

Facility elements to be considered for providing adequate marine safety services may include:

- Tidal surge protection
- Separate male & female changing rooms with showers
- Separate male & female restrooms
- First aid treatment room with sewer service
- Lifeguard dispatch area with panoramic view
- Adequate office space
- Exterior shade area (e.g. canopy, awning) for treating injured public



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- Staff training room / community area
- Counter at ground level to interact with public
- Small workout facility for staff
- Garage to store equipment including rescue boards, up to 3 pickup trucks, inflatable boat w / trailer, dive rig, jet ski w/ trailer, swift water trailer, 4-wheeler beach vehicle, and laundry facilities
- Sleeping quarters for emergency operations
- Small record retention room
- Storage Room for uniforms & small equipment (50 rescue boards & stands, 50 rescue buoys, anchors, rope, hand tools, shovels, rakes, brooms, 30 umbrellas, 100 buckets, 50 first aid boxes, winches, dive bottles, and scuba gear
- Furniture
- Necessary building equipment for operations
- Necessary utilities
- HVAC as necessary
- Break room including, oven range, refrigerator, dining area, counter space
- Security system with lights & cameras
- A temporary facility shall be provided for the marine safety and lifeguard staff during the construction period to maintain essential operations at the headquarter facility

The above mentioned elements should be considered during the Conceptual Design Phase; however the selected firm shall develop a final recommended program that balances the needs of the City's lifeguard operations with site specific opportunities and constraints.

### **Junior Lifeguard Facility Rebuild**

The current facility may be inadequate to accommodate the need of a training facility for junior lifeguards; has no parking accommodations for the trainees, no restroom facilities, and no first aid treatment facility.

**The primary factors to be considered in creating the new facility is providing an adequate structure for the training of junior lifeguards and providing necessary safety services for the public, in a manner that facilitates the entitlements process.**



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California Coastal Commission is the regulatory agency responsible for issuing the Coastal Development Permit for this project. While exploring concept designs for this facility, the selected consultant shall be cognizant of the Coastal Commission concerns including impact to beaches and public access.

The new facility may be located at its current location or at another location like near Claremont Place and Ocean Boulevard in order to utilize the existing parking and restroom facilities at that location. Such an arrangement may allow the use of existing restroom facilities to minimize building footprint, however, this must be carefully evaluated by the design team. The proposed concept designs can be the same regardless of its location.

Facility elements to be considered for providing training opportunities and marine safety services may include:

- Staff (male & female) changing rooms, with showers if feasible
- Staff (male & female) restrooms
- First aid treatment room with sewer service
- One office
- Exterior shade area (e.g. canopy, awning) for treating injured public
- Training room
- Elevated deck platform for instructor
- Storage room for equipment
- Furniture
- Necessary building equipment for operations
- Necessary Utilities

The above mentioned elements should be considered during the Conceptual Design Phase; however the selected firm shall develop a final recommended program that balances the needs of the City's lifeguard operations with site specific opportunities and constraints.





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## 2 ACRONYMS/DEFINITIONS

For the purposes of this RFQ, the following acronyms/definitions will be used:

<b>A/E</b>	Architectural/Engineering Services.
<b>CEQA</b>	California Environmental Quality Act.
<b>CSI</b>	Construction Specifications Institute.
<b>Construction Manager (CM)</b>	The City's designated Construction Manager.
<b>Consultant</b>	Organization/individual/team submitting a response to this RFQ.
<b>DD</b>	Design Development.
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFQ, score the proposals, and select a consultant.
<b>FF&amp;E</b>	Furniture, Fixtures & Equipment.
<b>LEED</b>	Leadership in Energy & Environmental Design rating system, as operated by the United States Green Building Council
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Awarded Consultant or Project Architect (PA)</b>	The consultant that is awarded and has an approved agreement with the City of Long Beach, California for the services identified in this RFQ. The Project Architect (A.K.A Awarded Consultant) shall have overall responsibility for the design of the Project.
<b>Project Manager (PM)</b>	The City's designated Project Manager.
<b>RFQ</b>	Request for Qualifications.



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<b><i>Shall/Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	Indicates something that is recommended but not mandatory. If the consultant fails to provide recommended information, the City may, at its sole option, ask the consultant to provide the information or evaluate the proposal without the information.
<b><i>City</i></b>	The City of Long Beach and any department or agency identified herein.
<b><i>Sub-consultant</i></b>	Third party consultant not directly employed by the City who will provide services identified in this RFQ.
<b><i>Statement of Qualifications (SOQ)</i></b>	Consultant's response to this RFQ.

### **3 PRELIMINARY SCOPE OF SERVICES**



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The following preliminary scope of services is included as the minimum services required by the Awarded Consultant. Firms are encouraged to provide additional details and/or value additions to the proposed scope of services to be included in SOQs.

### 3.1 Basic Services and Requirements

The City of Long Beach is requesting qualifications from professional Architectural / Engineering Firms/Teams/Individuals with experience in consensus driven design development, environmental and entitlement support, preparation of construction documents and design support during construction and commissioning. The consultant teams responding to this RFQ shall be led by a registered Architect in the State of California and be experienced in renovation of historical buildings and construction of beach lifeguard headquarters facilities. Experience with projects under the California Coastal Commission Jurisdiction and familiarity with the California Historical Building Code is required. Additionally, consultant's lead individuals in key disciplines including architectural and structural engineering, assigned to work on this project, must be proficient in their respective fields with the aforementioned experience requirements. Firms/Teams/Individuals without specific and relevant experience of historical building renovations and beach lifeguard facilities, of similar scale to this project, need not respond to this RFQ.

Services include preliminary investigations and analyses of existing conditions (structural, mechanical, electrical, utility infrastructure, etc.); preparation of design and planning studies, presentations, and design charrettes. Services also include providing conceptual design services as directed by the City's Project Manager.

The work shall be performed in accordance with all latest applicable Federal, State, and Local codes, standards, and regulations. Additionally, the work shall consider sea level rise predictions and other applicable coastal hazards, as applicable over the facility's design life.

The Project shall incorporate sustainable design measures to LEED Silver standards; however, LEED certification is not required.

#### 3.1.1 Work Plan



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The PA shall establish a project organization team to manage the Services and shall coordinate and administer all services performed by it and its sub-consultants. Such management activities and controls shall include, but not necessarily be limited to the following:

- Develop project documentation necessary to manage the design and engineering process
- Establish and update time schedules for the completion of document milestones and coordinate these with City where work is contingent upon City input
- Regularly monitor the time expended and quantities and quality of work performed by PA staff and sub-consultants
- Submit a proposed Deliverables list for PM's review and approval at the start of each approved phase

The PA shall designate to the City, a primary contact person for the PA ("Primary Contact") who will be the responsible point of contact for coordination of the Services with the PM throughout the duration of the Project. The PA shall also designate key staff for each of design disciplines. If changes must be made to the Primary Contact or any key staff due to unavoidable circumstances, the PA shall submit the name(s) of the proposed substitute person(s) and related statements of professional qualifications to the PM in writing for approval by the City.

**3.1.2 Service Phases:** The scope of services are broken down into the following phases:

- Phase I services will include the following components: Conceptual Design including CEQA/Entitlement Support and outreach, and related support services. PA and key Architectural/Engineering (A/E) Team members shall participate in up to three review meetings with City staff and PM, up to two community meeting and up to two City Council or Planning Commission meetings, if required.
- Phase II services will include Schematic Design, Design Development, Construction Documents, Regulatory permitting, and Bid Phase Support (NOT A PART OF THIS AGREEMENT).



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Phase II services may be authorized upon successful completion of the Phase I, as approved in writing by the PM. The PA shall not commence work on Phase II services without prior written approval of the PM.

- Phase III services will include Professional Services during Construction and Commissioning (NOT A PART OF THIS AGREEMENT).

Phase III services may be authorized upon successful completion of the Phase II and award of the construction contract, as approved in writing by the PM. The PA shall not commence work on Phase III services without prior written approval of the PM.

3.1.3 **Project Architect (PA):** The PA shall provide to PM a single source of responsibility and control for the Services, including but not limited to, all services and disciplines listed under Paragraph 3.1.2 above. The PA shall provide all materials, management and professional services necessary or required to complete the Services in a timely manner. As the Services progress, City staff and PM will participate in the creative aspects of the project as well as monitor the program, Services progress and architectural / engineering disciplines of the PA. In that capacity, City and/or PM reserve the right periodically to visit the office of the PA and / or its sub-consultants to review the work in progress, provide creative input, and generally assist in resolving design issues.

3.1.4 **City Consultants:** City and/or its PM may retain consultants/vendors under separate direct agreements. The PA shall cooperate and coordinate its work with City and/or its consultants, which may include any of the following:

- Environmental / Entitlements / California Environmental Quality Act (CEQA)
- Project Management
- Construction Management
- Materials / Soils and/or Special Inspection and Testing
- Hazardous Materials Testing / Monitoring
- Labor Compliance



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- Surveying / Construction Staking
- Project / Documents Controls System Providers
- Project Website Administration
- Public Relations

3.1.5 **Milestone Reviews:** PM will conduct periodic and milestone in-progress reviews of PA's design and engineering, at the dates and times designated by PM. During the Conceptual Design, Schematic Design, and Design Development Phase, City may assign one or more point of contact(s) of its own to each major area and/or discipline of the project to coordinate input and provide creative direction from City. Informal periodic review meetings and design workshops may be scheduled by City and/or its PM to facilitate the resolution of design issues.

- Formal reviews and progress submittals will be required, at a minimum, at the completion points for Conceptual Design, phases of work. Review meetings may be broken into separate project disciplines such as architectural, historical elements, utilities, lighting, etc. Progress submittals and/or all other documents that are required to perform the Phase I Services for this Project will be reviewed and returned with comments at periodic scheduled reviews with the PA and its appropriate key staff and sub-consultants. After receipt and review, City's comments, project team stakeholders, and/or its PM's comments, shall be incorporated into the project design at the next scheduled release of the Work.
- In addition to the formal reviews and progress submittals, informal progress design review meetings or conference calls covering one or more disciplines may be held when deemed necessary by the PM during the Conceptual Design Phase. Moreover, PM or any of its personnel or consultants may visit the PA and its sub-consultants' offices to help resolve design issues on an as needed basis.
- Authorization to proceed to each phase of Services (Conceptual, Schematic, Design Development, Construction Documents) will be issued in writing by the PM to the PA and may be withheld for one or more other disciplines depending on their progress and acceptance thereof at City's sole discretion. The PA shall not



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commence work for any Phase of Services without prior written approval of the PM.

**3.1.6 PA's Responsibilities:** PA's responsibilities include, but are not limited to, providing the management, organization, resources and talent to achieve the design, budget, coordination and scheduling goals of this Project. The PA will be ultimately responsible for the accuracy, completeness, code compliance, and consistency of all work product and deliverables by the PA and its sub-consultants. Those responsibilities include, but are not limited to:

- Research
- Meetings, including submitting meeting minutes after every meeting, indicating what transpired during the meeting and any decisions made in the discussion
- Coordination with sub-consultants for consistency of project deliverables
- Management of sub-consultants to achieve the desired goals by the City
- Document control services for the PA and sub-consultant team
- Seek input from the City's and PM's Design and Construction Team(s)
- Coordination with PM and/or City Consultants
- Coordination with City Vendors and/or other Project stakeholders
- Provide and maintain a listing of team members and their qualifications, including sub-consultant team members

**3.1.7 Document Standards:** All documents shall be prepared on AutoCAD release 2010 or later in accordance with the National CAD Standards (NCS). Any recommendations to City on changes to the standards must be made to PM in writing within two weeks of the execution of the Agreement, and are subject to discretionary acceptance and approval by City and/or PM.

**3.1.8 Codes:** The PA shall verify code compliance of the design with all applicable rules, regulations, codes, guidelines, orders and/or laws applicable to and/or affecting the project in any way including, without limitation, those of the agencies of the Federal,



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State, County, Local or other review authorities having jurisdiction.

- 3.1.9 **PA Recommendations:** PA shall make recommendations to PM regarding any investigations, surveys, tests, analyses and reports that are deemed necessary and required by the PA and its sub-consultants or City's or PM's consultants to properly perform the Services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing any delay to the Project.
- 3.1.10 **Drawings Submittals to City:** Drawings Submittals from PA shall be sent to PM by electronic mail in PDF format, CAD Plot File and / or via the most time-appropriate delivery service as applicable. The PA shall provide three hard copies of the drawings, when requested by the PM. The date of transmission will be the triggering date for the time of a response, if any. Drawing Submittals will be reviewed by City and PM and returned to PA in an expeditious manner.
- 3.1.11 **Requests for Information:** The PA shall submit all requests for information to PM as soon as information is required. Requests shall be made by e-mail. The date of transmission will be the triggering date for the time of a response, if any. Verbal requests are also acceptable so long as PA also submits the requests in an email. The PA shall indicate the appropriate priority of each Request.
- 3.1.12 **Value Engineering:** The PA shall design the facilities to the budget stated for each facility in Section 1.2 "Budget and Schedule". Value Engineering is an integral part of the design process and is accomplished in conjunction with estimating during the preparation of design documents. PA shall consider relevant alternatives within the project design to optimize and balance capital, constructability, ease of operation and maintenance, utility and life cycle costs, and advise City and PM during all phases of Services on a continuous and timely basis to make value determination on best and most economical methods, materials, systems and equipment to be used in the Project.





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- 3.1.13 **Cost Estimate:** PA shall submit an A/E opinion of probable construction costs, in the requisite level of detail and with an appropriate contingency for the level of design, with each design submittal.
- 3.1.14 **Schedule:** PA shall submit an A/E opinion of probable construction duration, in the requisite level of detail and with an appropriate contingency for the level of design, with each design submittal.
- 3.1.15 **A/E Contract Progress Monitoring and Reporting:** The PA shall submit a monthly progress report with an updated detailed schedule and budget trend / budget balance detailing the current agreement, invoicing to date, work in progress since latest invoice, current agreement balance and projected budget balance trend. Any issues that may impact the budget shall be identified in each report. Reports shall be submitted with each invoice.
- 3.1.16 **Proprietary or Sole Source Specifications:** All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by City and PM.
- 3.1.17 **Public Outreach / Stakeholder Involvement:** The PA shall develop a public outreach plan in conjunction with the City. The City shall approve all information to be disseminated to the public on the project and shall be the primary point of contact for all outreach activities. The plan will be reviewed by the City and revised by the PA as required until approved by the City, prior to implementation.
- 3.1.18 **Base Information:** It will be necessary for the PA to review available geotechnical reports, existing civil surveys, available as-built drawings and other information that may exist. The PA is to prepare base drawing information for the project, needed for the subsequent work, in a format as required by the City and PM.

## 3.2 Phase I Services – Conceptual Design Deliverables

### 3.2.1 Conceptual Design Phase Deliverables



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The PA shall discuss primary project objectives with the PM and City staff; consider program requirements, including but not limited to, scope, schedule, budget, lifeguard operational needs, Coastal Commission and community concerns, code compliance, functionality, feasibility, aesthetics; and develop at least two concept designs for the Lifeguard Headquarters Rehabilitation and two concept designs for the new Junior Lifeguard Facility (one at its current location and one at a different location) that takes into account the site and project opportunities and constraints. The concept designs for the Lifeguard Headquarters Rehabilitation must preserve the historical integrity of this facility.

The PA shall evaluate the feasibility of an alternative site for the Lifeguard Headquarters Facility to be renovated/expanded. The PA shall also evaluate the feasibility of rebuilding the Junior Lifeguard Facility at its current location or another location like near Claremont Place and Ocean Boulevard to utilize the existing restroom and parking facilities. The extent of evaluating alternative sites shall be limited to a narrative letter report. The aforementioned considerations and constraints for renovating and expanding the Headquarters facility at its current location shall apply to alternative locations. Considerations for alternative location(s) further away from the mean high tide line may be more desirable with the Coastal Commission objectives. The proposed concept designs for the Headquarters facility may be the same regardless of its location and additional concept design options at alternative site(s) are not required.

The PA shall work closely with the PM and City staff and develop design options that are in alignment with the program objectives, considers project and site opportunities and constraints, yet facilitates the entitlement process. The City may select a hybrid of the options presented to be further developed by the PA.

PA shall attend up to two client / public outreach meetings and two City Council or Planning Commission meetings, if required. PA shall prepare graphic materials such as overall site illustration, building renderings, power point slides, and other presentation materials, as required by City and PM to support those meetings. PA should be prepared to address topics relative to the Conceptual Design elements.



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During the Conceptual Design Phase, The PA shall participate in design, budget and schedule reviews of the Conceptual Design documents and related conceptual cost estimate with PM and City. The PA shall assist with the compilation of estimated conceptual budget and schedule, and validate and accept both, in writing.

The PA and associated sub-consultants shall attend up to three periodic meetings with City staff as requested by the PM during the conceptual design phase of the project (these meetings are in addition to the aforementioned public outreach meetings).

Based on the program and information related to the project as discussed, presented, or otherwise communicated by the PM, the PA shall prepare and provide the following Concept Design Phase deliverables. The Concept Design options for the Lifeguard Headquarters Facility Rehabilitation shall be developed in a manner that preserves the historical integrity of the structure, is in conformance with the provision of the California Historical Building Code (CHBC) as appropriate and other applicable codes and regulations, and facilitates the entitlements and permit process.

#### **3.2.1.1 Historical Assessment**

The PA shall provide a historical assessment of the Lifeguard Headquarters Facility to identify the historical features and the applicable code requirement to renovate and expand this facility.

#### **3.2.1.2 Preliminary Seismic Evaluation**

The PA shall evaluate the seismic performance of the existing Lifeguard HQ facility and determine the required seismic upgrades.

#### **3.2.1.3 Feasibility Study**

The PA shall evaluate the existing architectural, structural, mechanical, electrical, and plumbing systems and components of the Lifeguard HQ facility and determine which systems and elements can remain and which ones need to be repaired and upgraded.

#### **3.2.1.4 Coastal Hazard Analysis**

The PA shall evaluate the coastal hazards to the proposed facilities for the Lifeguard Headquarters and Junior Lifeguard Facilities. The



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report shall include, but not be limited to, description of the coastal setting of the project sites; identification of current and future coastal hazards at the project sites, including high tides, storm waves, wave run-up, and shoreline erosion; identification of potential coastal hazards at the project sites based on local predicted sea-level rise; and discussion of minimizing impacts from coastal hazards.

#### **3.2.1.5 Site Opportunities and Constraints Evaluation**

The PA, in coordination with the City and PM, shall consider the aforementioned program objectives, challenges, code requirements, limitations, and other relevant factors; and identify and evaluate the project and site opportunities and constraints that satisfies the City's objectives, yet facilitates the entitlement process. The PA shall provide a letter report for the Lifeguard Headquarters and Junior Lifeguard Facilities identifying and discussing these opportunities and constraints.

#### **3.2.1.6 CEQA Support Submittals**

The PA shall provide the necessary project information and reports to be utilized in the CEQA process. The required project information for each facility includes, but is not limited, to the following items:

- Site Plan
- Utilities Plan
- Landscape Plans
- Grading Plans
- Elevations and / or Simulations
- Narrative Describing Building Materials, Colors, Architectural Style and Features
- Conceptual Façade Figure
- Construction Schedule
- List of Construction Equipment for Each Phase
- Existing and Proposed Storm Drain Facilities
- Grading Plan Showing Excavation Depth / Dewatering Determination



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- Type and Location of Water Quality Measures
- Demolition / Soil Export Quantities, Location of Receiving Landfill
- Demolition / Construction Phasing Determination
- Water, Sewer, Electrical or Other Offsite Utility Usage and Upgrades / Existing Utilities to Remain
- Designated Landfill / Solid Waste Site for Disposal of Construction Debris

### 3.2.1.7 **Architectural Design Deliverables**

The PA shall develop and provide at least two concept designs each for the Lifeguard Headquarters Rehabilitation and the new Junior Lifeguard Facility that takes into account the site and project opportunities and constraints. The deliverables for each facility shall include, but not be limited to, the following items:

- Rehabilitation alternatives / recommendations (for the Lifeguard HQs)
- Preliminary themes and possible locations for public art
- Floor plans / typical level plans
- Roof plan
- Conceptual elevations
- Artistic Colored Renderings of the proposed facilities
- Exterior finish elevations showing colors & materials selection
- Exterior color and material boards (3 sets for each structure)
- Building sections
- Preliminary value engineering letter report, identifying systems to be targeted for analysis
- Other miscellaneous architectural program related deliverables as necessary
- Type, list, and provisions of temporary lifeguard headquarter facilities to maintain essential operations during the rehabilitation

### 3.2.1.8 **Structural Engineering Deliverables**



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For each facility, provide the following documents:

- Conceptual narrative of proposed structural systems and other related or necessary information
- Basic tidal surge protection plan (if applicable)

#### **3.2.1.9 Mechanical and Plumbing Engineering Deliverables**

For each facility, provide the following documentation:

- Conceptual narrative of proposed mechanical and plumbing systems
- Conceptual narrative of HVAC system for the Lifeguard HQ
- Conceptual narrative of elevator system for the Lifeguard HQ (if applicable)

#### **3.2.1.10 Electrical Engineering Deliverables:**

For each facility, provide the following documentation:

- Conceptual narrative of proposed electrical service and systems including emergency generator for the lifeguard HQ
- Conceptual narrative of proposed building security system for the Lifeguard HQ
- Conceptual narrative of proposed fire alarm system

#### **3.2.1.11 Lighting Design Deliverables:**

For each facility, provide the following documentation:

- Conceptual narrative of proposed lightings (exterior & interior)

#### **3.2.1.12 Civil/Geotechnical/Environmental Engineering Deliverables**

For each facility, provide the following drawings/documentation:

- Site plan



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- Proposed building pad elevations
- Proposed utilities services including sewer, water, fire
- Conceptual level drawings related to access to the new Junior Lifeguard Facility
- Hazardous building materials report, contaminated soils test reports, and recommendations for removal and disposal
- Geotechnical investigation report with recommendations for foundation, pile, site soils preparation, and appropriate foundation and structural systems best suited for on-site soils conditions
- For the Headquarters facility, provide hazardous materials report identifying the hazardous building materials (type, size, and location) to be utilized in the construction bid documents. Also, provide Phase I Environmental Site Assessment for the Headquarters facility.

#### 3.2.1.13 Codes and Accessibility Compliance

For each facility, provide a report documenting the followings:

- Conceptual Building Code Analysis to establish building construction type and occupancy
- Confirmation with Building Official and Fire Marshall to verify interpretation of Code requirements
- Verify and discuss the Project's code requirements including the applicability of code/regulations to historical buildings (California Historical Building Code)
- Determine the accessibility requirements
- Discuss the proposed facility type, size, height, renovation and the addition extent (in case of the Lifeguard HQ), and other design considerations with City staff via the PM to facilitate the entitlements process

#### 3.2.1.14 Security / Fire Alarm / Communications & Alerting

For each facility, provide the following documentation:

- Narrative of the fire alarm system



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- Narrative of the security system for the Lifeguard HQ
- Narrative of the communications and alerting systems

#### 3.2.1.15 Interior Design

For each facility, provide the following documentation:

- Conceptual narrative describing quality of interior finishes and building material standards
- Discuss budget range for Furniture, Fixtures and Equipment (FF&E)

#### 3.2.1.16 Cost and Schedule Submittals:

For each facility, provide the following documentation:

- Conceptual level opinion of construction cost including FF&Es
- Conceptual level opinion of construction duration
- For the Headquarters facility, provide a letter report analyzing the construction phasing addressing the availability of funds in two phases (\$5 M initially and \$2 M for potential expansion). The report shall discuss and evaluate ongoing operations, access, cost effectiveness, constructability, integration of building systems, and illustrate plans for phasing scenarios.

### **Detailed Civil Engineering, CEQA Support and CDP Services**

The Project Architect (PA) and its team of sub-consultants shall provide the following services described herein.

### **TASK 1.0 CIVIL ENGINEERING SERVICES**





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## **1.1 TOPOGRAPHIC AND BOUNDARY SURVEYS**

Review available documents that have been prepared for this area. Review previously prepared right-of-way plans and survey records. Record maps shall be organized for retrieval purposes and CADD calculations completed to identify record parcel limits and research locations for controlling survey monuments. As part of this task, data shall be collected to establish the vertical location of above ground existing utilities around the project site.

## **1.2 FIELD INVESTIGATION**

Building upon the information available from the City of Long Beach, expand upon the existing base map data to be used throughout the process. Conduct a thorough field investigation for the site conditions, pedestrian access and facilities as well as bicycle uses. Coordinate with the City of Long Beach, So. Cal Edison, Phone, and Cable companies.

Topography shall include obtaining locations, elevations and descriptions of:

- Contours at one-foot intervals
- Curb and gutters, sidewalks and driveways, and handicap ramps
- Pavement areas including the roadway surface and flow line of gutter
- Storm drain and sewer manholes and inverts, and pipe sizes where visible
- Power poles, lights and signs
- Trees and major specimen plants, with trunk diameters greater than 4"
- Above ground utilities including valves, pull-boxes, meters, and vaults
- All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks and natural ground

## **1.3 CONCEPTUAL STORM WATER MANAGEMENT PLAN**

Develop a water quality analysis pursuant to the updated MS4 permit, Order No. R9-2013-0001, which went into effective on June 27, 2013. The permit outlines BMP requirements for all development projects in section E.3.a (page 81 of 127). General BMP requirements include positioning BMPs such that they receive runoff from the project, avoiding waters of the U.S., and avoid the creation of nuisance or pollution associated with vectors. Source Control BMP requirements applicable for this Project include, but are not necessarily limited to, prevention of illicit discharges into the MS4 and storm drain stenciling. Low Impact Development (LID) BMP requirements applicable to this project include, but are not necessarily limited to, minimizing



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impervious footprint, minimizing soil compaction of landscaped areas, and disconnection impervious surfaces through pervious areas.

Review Environmentally Sensitive Areas (ESA's) and address any potential impacts.

Section E.3.b (page 83 of 127) within Order No. R9-2013-0001 provides guidance on determining priority development projects. Although a reduction in total impervious area is the goal, the project may "replace" more than 5,000 square feet of impervious. If this is the case, per Section E.3.b.(1)(c), the project is considered a priority development and subject to the implementation of structural BMPs pursuant to Section E.3.c.

#### **1.4 PRELIMINARY DRAINAGE ANALYSIS**

Review the City of Long Beach's Master Drainage Plan. Any updates to the revised Master Drainage Plan, within the project vicinity, shall be documented in the revised drainage analysis.

Based on the site location a comprehensive hydrologic analysis is considered unwarranted. The drainage analysis shall document an anticipated peak flows, as compared to pre development conditions. Hydromodification mitigation is considered unwarranted based on an assumed reduction in impervious area, as compared to pre development conditions.

Floodplain mapping and any subsequent coordination with FEMA (i.e. CLOMR/LOMR) is assumed unwarranted.

#### **1.5 CONCEPT SITE AND GRADING PLANS**

Prepare preliminary onsite grading plans based upon site topography, grading/drainage requirements of the City of Long Beach. This task assumes that there will be one (1) alternative site plan to evaluate.

The Grading Plan shall indicate berms, curbs, finish contours, parking lot grades, drainage swale patterns, and rough graded within the landscape areas.

#### **1.6 UTILITY PLANS**

Prepare an on-site utility plan as required by the City of Long Beach depicting existing and proposed utilities impacting/serving the project. This includes details of hydrant location on-site water and sewer facilities to within 5' of the building envelope.

### **TASK 2.0 CEQA DOCUMENTATION**



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Prepare an Initial Study/Mitigated Negative Declaration (IS/MND) under the California Environmental Quality Act (CEQA). Based on a preliminary review of the proposed project, a scope of work for environmental services is provided below.

## **TASK 2.1 SPECIAL STUDIES**

### **2.1.1 HISTORIC RESOURCES**

Since the affected structures were constructed in the 1930's, prepare a Historical Resources Analysis for the project. Prepare the necessary historic architectural analysis to determine whether or not the project will have a significant impact on any identified historical resources. Typically, a project that has been determined to conform with the Secretary of the Interior's Standards for the Treatment of Historic Properties can generally be considered to be a project that will not cause a significant impact (14 CCR Sections 15126.4(b)(1)). The analysis shall document the existing condition of each structure and whether each building is considered historically significant under CEQA. The documentation shall consider proposed alterations and/or removal activities at each structure, and determine the level of significance. Mitigation recommendations shall be provided, if required.

### **2.1.2 AIR QUALITY**

Prepare a quantified Air Quality analysis for the proposed project in accordance with South Coast Air Quality Management District (SCAQMD) requirements. Short-term construction related and long-term air emissions, based on traffic generation, shall be evaluated in accordance with the SCAQMD criteria. Project consistency with the *2012 Air Quality Management Plan* shall be evaluated. Localize impacts shall be addressed consistent with the SCAQMD LST methodology and Carbon Monoxide Protocol. The results of the detailed air quality analysis be incorporated into the IS/MND, with findings and mitigation provided as necessary.

### **2.1.3 GREENHOUSE GASES**

Prepare a quantified greenhouse gases (GHG) analysis for the proposed project in accordance with regulatory requirements. Quantify GHG emissions generated from the proposed project. Construction related GHG emissions shall also be quantified and evaluated. Emissions shall be quantified with CalEEMod and impacts shall be determined based on the project's impact by comparison to an applicable threshold or by determining if it is consistent with the Assembly Bill 32 mandate of reducing GHG's beyond "Business as Usual" conditions and compliance with any local standards. The results of the detailed air quality analysis shall be incorporated into the IS/MND, with findings and mitigation provided as necessary.

### **2.1.4 NOISE**



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Review applicable noise and land use compatibility criteria for the project area. The analysis shall focus on short-term construction noise impacts and overall changes in ambient noise levels. Project noise impacts resulting from both construction and operations that may affect sensitive receptors in close proximity to the project area shall be addressed. Impacts to sensitive receptors in the vicinity shall be analyzed. The results of the noise analysis shall be summarized within the IS/MND. A description of existing conditions, potential impacts, and mitigation measures (if applicable) shall be provided.

#### 2.1.5 BIOLOGY

Prepare a Biological Letter Report to address potential biological concerns associated with the project. Review available data for the project area, including the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California to conduct record searches of sensitive biological resources known to occur in the region and vicinity of the site. Systematically survey the project site to document baseline conditions from which to evaluate the sites potential to support any sensitive species or habitat type. This survey shall provide an understanding of the overall project setting and biological resources occurring with the area. A biological technical letter report shall be prepared with the results from the habitat assessment that shall document all plant and wildlife species and habitats occurring on the project site, the site's potential to support any listed species, and whether the site supports potential jurisdictional features.

#### **TASK 2.2 RESEARCH AND INVESTIGATION**

Initiate the CEQA process by attaining and evaluating necessary information with respect to the proposed project. Project research shall include coordination with the City to acquire relevant environmental data, previous studies for the area and other available files, exhibits, maps, and reference documents. The investigation shall include a site visit to review existing land uses and environmental conditions, as well as a photographic inventory of on-site and surrounding uses. Based upon the detailed information obtained during project initiation, draft a preliminary project description for incorporation into the Initial Study.

#### **TASK 2.3 PREPARATION OF THE INITIAL STUDY**

Prepare an Initial Study in accordance with the *CEQA Guidelines*. The Initial Study shall include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Public Resources Code Section 21080 (c) and *CEQA Guidelines* Section 15070. The Initial Study be presented as follows:

##### 2.3.1 INTRODUCTION



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This section shall cite the environmental review requirements of the project, pursuant to the *CEQA Guidelines*. The Introduction shall include the project location, environmental setting, existing uses on- and off-site, the Project Description, project phasing, and relevant background/history information.

### 2.3.2 ENVIRONMENTAL CHECKLIST

This section shall include a summary page of project information followed by an explanation of factors considered for potential impacts. The Initial Study Checklist shall be presented in a four column layout, identifying: (1) potentially significant impacts, (2) potentially significant impacts unless mitigated, (3) less than significant impacts, and (4) issues resulting in no impacts.

### 2.3.3 ENVIRONMENTAL ANALYSIS

The Environmental Analysis sections shall provide vital supporting information for the conclusions rendered for the Environmental Checklist. In accordance with Appendix G of the CEQA Guidelines, this section include a detailed review of the following issues:

- Aesthetics, Light, and Glare
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Relevant Planning
- Mineral Resources
- Noise
- Population
- Public Services
- Recreation
- Traffic and Circulation
- Utilities
- Mandatory Findings of Significance

Each topical impact area shall be analyzed in detail based upon existing information or technical analyses described above. The existing environmental setting related to each impact topic shall be provided, and a summary of the project's potential impacts shall be discussed. Where necessary, project design features or mitigation measures shall be provided to minimize impacts to a level below significance.

### 2.3.4 INITIAL STUDY DETERMINATION

The determination page shall conclude the appropriate action based upon the Initial Study evaluation.

### 2.3.5 GRAPHIC EXHIBITS



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The environmental document shall include a maximum of five (5) exhibits to enhance the written text and clarify the project and potential environmental impacts.

#### 2.3.6 ADMINISTRATIVE DRAFT INITIAL STUDY

Submit five (5) copies of the Administrative Draft Initial Study (with appendices on CD) for review and comment by the City. Should additional copies be required, additional copies shall be provided at an additional fee. This scope of work assumes two rounds of review by City staff prior to the 30-day CEQA public review process. Correspondingly, this scope is limited to two rounds of revisions in response to City comments.

#### **TASK 2.4 PREPARATION OF THE PUBLIC REVIEW IS/MND**

With the anticipated conclusion in the Initial Study that no significant environmental effects will occur, a Mitigated Negative Declaration (MND) shall be prepared. In the event the initial study finds that there are significant effects that cannot be mitigated to obtain an MND, the fees for this work shall be reevaluated by the City. Following this determination, prepare the Notice of Intent to Adopt (NOI) and the MND for City review. The NOI and MND shall be attached to the Initial Study to fully explain the proposed project and its effects. Twenty-five (25) copies of the IS/MND with Appendices on CD shall be provided to the City. Submit the IS/MND to the State Clearinghouse and additional agencies/interested parties as directed by the City. This task assumes that the City would be responsible for any radius mailing or newspaper noticing required for public review. The IS/MND would be subject to a mandatory 30-day public review period.

#### **TASK 2.5 PREPARATION OF THE FINAL IS/MND**

Prepare a draft Final IS/MND for City review and approval. Respond to City comments on the draft final document. The final document shall include a purpose subsection, reference the review process, comments letters received, responses to comments, and any required edits/updates to the Public Review document. Also included within this task is the Mitigation Monitoring and Reporting Program (MMRP) in accordance with Public Resources Code Section 21081.6 (AB 3180). Fifteen copies (15) of the Final IS/MND with Appendices on CD shall be provided to the City. Provide the document to each agency/interested party who submitted a comment letter during the 30-day public review period.

Due to the unpredictable nature of potential comment letters received during the public review period, this task is limited to a maximum of sixteen (16) hours for Responses to Comments. Additional effort necessary for the Responses to Comments process (due to a high volume of comment letters, complex issues raised in comment letters, etc.) would be performed on a time and materials basis.



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Upon adoption of the IS/MND by the City, prepare a Notice of Determination (NOD) and file the notices at the Orange County Clerk's Office. This scope of work excludes any applicable CEQA filing fees required by the CDFW.

### **TASK 2.6 COORDINATION AND MEETINGS**

Consult with State and local agencies regarding the environmental documents. Provide management services to implement the work program and coordinate the effort with City staff.

Attend up to two (2) staff-level meetings and one (1) public hearing for the project. Represent the project team at staff meetings and the public hearing and make a presentation as necessary. Should the City determine that additional meetings beyond those listed below are necessary, services will be provided under a separate scope of work on a time and materials basis.

### **TASK 2.7 DELIVERABLES**

As described above, provide the City with the following deliverables:

- Five (5) copies of the Administrative Draft Initial Study with Appendices on CD;
- Twenty-five (25) copies of the Public Review IS/MND with Appendices on CD; and
- Fifteen (15) copies of the Final IS/MND with Appendices on CD.

### **TASK 3.0 COASTAL DEVELOPMENT PERMIT**

Prepare a submittal package for a Coastal Development Permit from the City of Long Beach/California Coastal Commission (CCC). The submittal package is anticipated to include:

- a) Standard permit application
- b) Appendix A: Declaration of Campaign Contributions
- c) Appendix B: Local Agency Review Form
- d) Appendix C: Mailing Labels (properties within 100' of project boundaries)
- e) Appendix D: Declaration of Posting
- f) Project Site Maps
- g) CEQA Documentation/Technical Studies
- h) Stamped/addressed mailing envelopes\*

*\*This task includes the preparation of mailing labels and envelopes for the CCC's mandatory public review/hearing mailing. This task assumes up to fifty (50) mailing addresses. Additional envelopes can be prepared under a contract augmentation and client approval.*



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Provide regulatory services for the processing of the CDP application through the CCC. Should processing solely be done through the City, due to their LCP, this scope may be reduced. The processing shall include required correspondence or telephone calls between the reviewing staff related to the permit or points of clarification. This item includes up to two (2) meetings with the reviewing staff during the application review process (a local LA, Orange, and San Diego Counties) coastal hearing is counted as one of the meetings). This task includes the preparation of three (3) formal response to comment packages; additional responses can be provided under contract augmentation and client approval.



# **Exhibit B**

## **Rates or Charges**

**FEE SCHEDULE AND ESTIMATED COSTS BREAKDOWN**  
 Revised 10/21/15

<b>SUMMARY</b>	
TASK	FEE
DATA COLLECTION	\$ 4,540.00
1.0 EXISTING CONDITIONS RESEARCH / HISTORICAL ASSESSMENT	\$ 36,700.00
2.0 ARCHITECTURAL / STRUCTURAL	\$ 65,870.00
3.0 COASTAL HAZARD ANALYSIS	\$ 30,830.00
4.0 CEQA SUPPORT	\$ 46,895.00
5.0 MEP DESIGN	\$ 11,077.00
6.0 CIVIL / GEOTECHNICAL	\$ 32,935.00
7.0 CODES AND ACCESSIBILITY COMPLIANCE	\$ 8,220.00
8.0 COST AND SCHEDULE	\$ 20,310.00
9.0 PUBLIC OUTREACH / CITY COUNCIL MEETINGS	\$ 17,800.00
<b>GRAND TOTAL</b>	<b>\$ 275,177.00</b>
<b>PROFESSIONAL SERVICES</b>	<b>\$ 262,497.00</b>
<b>EXPENSES</b>	<b>\$ 12,680.00</b>

JAG ARCHITECTURE MANPOWER BREAK DOWN	Task Description												TOTAL EXPENSES	TOTAL FEE			
	Principal In-charge Architect	Project Architect	Project Manager	Job Captain	Other	Admin Support	TOTAL HOURS	JAG TOTAL LABOR FEE	JAG EXPENSE	JKA	Structural Focus	PS			Terracotta Consulting Group	Studio One Eveyen	RFP CHM Engineering
DATA COLLECTION																	
0.1	Project Inception and Development of the PM Plan	8					2	10	\$ 1,560		\$ 1,140					\$ 1,140	\$ 2,700
0.2	Project Schedule	6					6	6	\$ 1,080		\$ 780					\$ 780	\$ 1,840
<b>TOTAL: DATA COLLECTION</b>																	
1.0 EXISTING CONDITIONS RESEARCH / HISTORICAL ASSESSMENT																	
1.1	Site Investigation and Documentation of Existing Condition. Field measurements of existing conditions.	8	8	8	10			34	\$ 4,470	\$ 150	\$ 1,590	\$ 1,190			\$ 580	\$ 3,510	\$ 7,980
1.2	Site Surveys							0	\$ -	\$ -	\$ -	\$ -			\$ 2,775	\$ 2,775	\$ 2,775
1.3	Transfer field measurements into Existing Conditions Report. Note and create existing conditions plan set for historic assessment.	2	4	8	18			32	\$ 3,510	\$ -	\$ 920	\$ -			\$ -	\$ 920	\$ 4,430
1.4	Collect historic documents. Interview past lifeguards/sonnet, research, and permit history. Review permits and historic report to determine date(s) and descriptions of previous alterations, analyze significance.	6	6		8			20	\$ 2,800	\$ 100	\$ -	\$ 580			\$ -	\$ 680	\$ 3,480
1.5	Prepare historic assessment to identify the historical features and the applicable code requirement to renovate the existing building. Provide a building analysis report for LG HQ using the applicable Building Code that identifies opportunities and constraints. (No assessment for Junior Life Guard requested). Preliminary coordination with Cultural Heritage Commission and Planning Staff to review and identify potential concerns. (2 meetings)	30		6				66	\$ 10,770	\$ 900	\$ 550	\$ -			\$ -	\$ 1,450	\$ 12,220
1.6	Mechanical, electrical, plumbing systems feasibility Study for LG HQ	8	2	4				14	\$ 2,140	\$ 50	\$ 400	\$ -			\$ -	\$ 450	\$ 2,590
1.7	Mechanical, electrical, plumbing systems feasibility Study for LG HQ	2						2	\$ 320	\$ -	\$ 280	\$ -	\$ 720		\$ -	\$ 1,010	\$ 1,330
1.8	Project Meetings with team (2 meetings)	2	2					4	\$ 680	\$ 100	\$ 825	\$ -			\$ 280	\$ 1,215	\$ 1,495
<b>TOTAL: Existing Conditions Research / Historical Assessment</b>																	
		56	54	0	16	46	0	172	\$ 24,690	\$ 1,300	\$ 4,575	\$ 1,770	\$ 720	\$ -	\$ 3,645	\$ 12,010	\$ 35,700

JAG ARCHITECTURE MANPOWER BREAK DOWN												TOTAL EXPENSES		TOTAL FEE	
Task Description	Billing rate	Manpower					TOTAL HOURS	JAG TOTAL LABOR FEE	JAG EXPENSE	Structural Focus	Perseco Consulting Group	Studio One	Engineering		
		Principal Architect	Project Architect	Project Manager	Job Captain	Designer									
	\$/hr	\$/hr	\$/hr	\$/hr	\$/hr										
<b>2.0 ARCHITECTURAL / STRUCTURAL</b>															
2.1 2 concept designs for LG HQ including plans, elevations, sections, and rendered perspectives	8	8				16	\$ 2,720		\$ 20,570	\$ 705				\$ 21,275	\$ 23,995
2.2 2 concept designs for JR LG including plans, elevations, sections, and rendered perspectives	4	4				8	\$ 1,360		\$ 17,270	\$ 705				\$ 18,575	\$ 19,935
2.3 Site analysis and letter report of site alternatives for each facility	2					2	\$ 360		\$ 1,680	\$ 840				\$ 2,520	\$ 2,800
2.4 Public art themes study/narrative	1					1	\$ 180		\$ 405					\$ 405	\$ 585
2.5 Exterior color/materials board - 3 for each facility	1					1	\$ 180		\$ 1,680					\$ 1,680	\$ 1,840
2.6 Narrative describing interior finishes and standards	1					1	\$ 180		\$ 405					\$ 405	\$ 585
2.7 FF&E list and budget range	2					2	\$ 360		\$ 2,400					\$ 2,400	\$ 2,760
2.8 Project Meetings with team	4					4	\$ 720	\$ 50	\$ 1,735	\$ 1,230				\$ 3,015	\$ 3,735
2.9 Project Meetings/Design Charrette with client (2 meetings)	8					8	\$ 2,720	\$ 100	\$ 2,430					\$ 2,530	\$ 5,250
2.10 Value Engineering Letter Report	2					2	\$ 360		\$ 680					\$ 680	\$ 1,040
2.11 Seismic Evaluation						0	\$ -		\$ -	\$ 1,910				\$ 1,910	\$ 1,910
2.12 Narrative of proposed structural systems, Structural coordination	2					2	\$ 360		\$ 290	\$ 705				\$ 985	\$ 1,355
TOTAL: Architectural / Structural		35	20	0	0	0	\$ 9,500	\$ 150	\$ 50,125	\$ 5,255	\$ 840			\$ 56,370	\$ 65,870
<b>3.0 COASTAL HAZARD ANALYSIS</b>															
3.1 Report including coastal settings for each site alternative (future coastal hazards, wave run-up, high tides, storm surge, erosion, sea-level rise, and discussion of minimizing hazards)	2	2				4	\$ 680		\$ 290		\$ 6,000			\$ 6,290	\$ 6,970
3.2 Coastal compliance/CDP (see attached scope outline)	12					12	\$ 2,160		\$ 590				\$ 14,615	\$ 15,195	\$ 17,355
3.3 Tidal Surge Protection Plan and sea wall preliminary analysis	3					3	\$ 540		\$ 145		\$ 2,000			\$ 2,145	\$ 2,685
3.4 Project Meetings with team	4					4	\$ 720	\$ 50	\$ 290		\$ 800			\$ 940	\$ 1,680
3.5 Project Meetings with client (2 meetings)	6					6	\$ 1,080	\$ 100	\$ 980					\$ 1,080	\$ 2,160
TOTAL: Coastal Hazard Analysis		27	2	0	0	0	\$ 5,180	\$ 150	\$ 2,285		\$ 8,600		\$ 14,615	\$ 25,650	\$ 30,630
<b>4.0 CEQA SUPPORT</b>															
4.1 CEQA Processing (see attached scope outline)	16					16	\$ 2,880		\$ 500		\$ 2,440		\$ 34,045	\$ 37,065	\$ 39,945
4.2 Historic Resources - Impact and Mitigation Section	16	12				28	\$ 4,800	\$ 100	\$ -					\$ 100	\$ 4,900
4.3 Project Meetings with team	2					2	\$ 360	\$ 50	\$ 290					\$ 340	\$ 700
4.4 Project Meetings with client (2 meetings) - Additional meeting with regulatory agencies will be on a T&M basis	4					4	\$ 720	\$ 50	\$ 580					\$ 630	\$ 1,360
TOTAL: CEQA Support		38	12	0	0	0	\$ 8,760	\$ 200	\$ 1,450		\$ 2,440		\$ 34,045	\$ 38,135	\$ 46,895
<b>5.0 MEP DESIGN</b>															
5.1 Narrative of proposed HVAC and plumbing systems	2					2	\$ 360		\$ 275		\$ 4,376			\$ 4,651	\$ 6,011
5.2 Narrative of elevator system at LG HQ	2					2	\$ 360		\$ 275		\$ 780			\$ 1,055	\$ 1,415

Task Description	Project Architect					Project Manager			Job Captain		Driver		Admin Support		TOTAL HOURS	JAG EXPENSE	JAG	Structural Focus	222	Terracotta Consulting Group	Studio One	HAR CIVL Eng'neering	TOTAL EXPENSES	TOTAL FEE	
	Principal Architect	Project Architect	Project Manager	Job Captain	Driver	Admin Support	JAG TOTAL LABOR FEE	JAG EXPENSE	JAG	Structural Focus	222	Terracotta Consulting Group	Studio One	HAR CIVL Eng'neering											TOTAL EXPENSES
<b>JAG ARCHITECTURE MANPOWER BREAK DOWN</b>																									
	1150.00	1150.00	1150.00	1150.00	1150.00	866.00																			
<b>6.0 CIVIL / GEOTECHNICAL</b>																									
6.1 Site plan including post elevations, utility services, fire, fire, grading, stormwater management	2																								
6.2 Drawing showing access to JR LG	2																								
6.3 Geotechnical investigation report with recommendation for foundation, pile, site soils prep, coord for hazardous	6																								
6.4 removal and disposal, Phase 1 environmental assessment	0																								
6.5 Project Meetings with team	2																								
TOTAL: Civil / Geotechnical	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>7.0 CODES AND ACCESSIBILITY COMPLIANCE</b>																									
7.1 Conceptual building code analysis establishing type and occupancy	2																								
7.2 Confirmation with building official and fire marshal verifying interpretation of code requirements (2 meetings)	8																								
7.3 Determine accessibility requirements	2																								
7.4 Project Meetings with team (1 meeting)	2																								
TOTAL: Codes and Accessibility Compliance	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>8.0 COST AND SCHEDULE</b>																									
8.1 Conceptual level opinion of construction costs including F&E, temporary facilities and leasing	8																								
8.2 Conceptual level opinion of construction duration	2																								
8.3 Analysis of parking options	12																								
TOTAL: Cost and Schedule	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>9.0 PUBLIC OUTREACH / CITY COUNCIL MEETINGS</b>																									
9.1 Prepare graphic materials	4																								
9.2 Prepare outreach web/social media (2 platforms) and process/review gathered data with client	2																								
9.3 Public Outreach Meetings (2) + prepare community plan with City	8																								
9.4 City Council / Planning Meetings (2)	7																								
TOTAL: Public Outreach / City Council Meetings	21	15	0	0	4	0	4	0	4	0	4	0	4	0	4	0	4	0	4	0	4	0	4	0	4
<b>TOTAL</b>	<b>246</b>	<b>103</b>	<b>0</b>	<b>16</b>	<b>50</b>	<b>2</b>	<b>416</b>	<b>\$</b>	<b>67,080</b>	<b>\$</b>	<b>2,450</b>	<b>\$</b>	<b>91,685</b>	<b>\$</b>	<b>7,355</b>	<b>\$</b>	<b>12,412</b>	<b>\$</b>	<b>27,820</b>	<b>\$</b>	<b>2,700</b>	<b>\$</b>	<b>59,005</b>	<b>\$</b>	<b>275,177</b>

# **Exhibit C**

City's Representative:

Eric Lopez,

Tidelands Development Officer

(562)570-5690

# **Exhibit D**

Materials/Information Furnished:  
None