

Council Meeting
January 9, 2007

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: General Services and Community Services- Contract for architectural design of the Katy Geissert Civic Center Library. Expenditure: \$ 153,825

RECOMMENDATION

The General Services Director and the Community Services Director recommend City Council award a contract to Deems Lewis McKinley Architecture for \$146,500 with a 5% contingency of \$7,325 for architectural design work on the main level of the Katy Geissert Civic Center Library (FEAP #327).

FUNDING Funding is available in FEAP #327- Main Level remodel- Katy Geissert Library.

BACKGROUND

The Katy Geissert Civic Center Library main level area is original to the building, over 30 years old and is in need of renovation. Both the lower level and the second floor of the Library have been renovated recently to address the growing needs of the public. The main level is the last of the public area that needs updating.

Some of the work involves adding two additional public study rooms, replacing all shelving with new earthquake braced shelving, renovating former staff office space into return book shelving area, re-arranging circulation workroom area, upgrading reference desk, replacing computer furniture, upgrading restrooms to current ADA standards, upgrading electrical capacity for laptop users, and adding lounge areas for foreign language and large print materials and replacing carpeting.

ANALYSIS

Staff requested proposals from architectural firms and received two proposals.

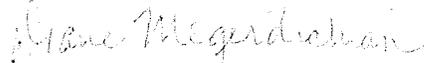
Deems Lewis McKinley	\$ 146,500
GA Design	\$ 162,500

Deems Lewis McKinley was the designer for both the lower and upper level remodel of Katy Geissert Civic Center Library, is very familiar with the City's needs, and is adept at designing within the budget to meet the goals of the project. Their fee of \$146,500 is 8.1% of the project cost, which is below the industry of 10% to 15% of project cost standards for this type of work.

The General Services Director and the Community Services Director recommend City Council award a contract with Deems Lewis McKinley Architecture for \$146,500 with a 5% contingency of \$7,325 for design of the Katy Geissert Library main level remodel (FEAP #327).

Respectfully submitted,

SHERYL BALLEW
General Services Director



By Diane Megerdichian
Business Manager

CONCUR:



Sheryl Ballew
General Services Director



Gene Barnett
Community Services Director



LeRoy J. Jackson
City Manager



ATTACHMENT A

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of January 9, 2007 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Deems Lewis McKinley Architecture, a California Corporation ("CONSULTANT").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide architectural and engineering services for the first floor renovation of the Katy Geissert Civic Center Library.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:**1. SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT will provide the services listed in the Proposal attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 31, 2007.

3. COMPENSATION

- A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of 146,500 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

- A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Diane Megerdichian is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Wallace Gordon
Principal

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT’s employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT’s risk until written instructions are received from CITY.

13. **CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed

accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT: Deems Lewis McKinley
12 Gough Street
San Francisco, CA 94103

Fax: 415-255-0248

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONSULTANT'S AUTHORITY TO EXECUTE**

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

Deems Lewis McKinley Architecture
a California Corporation

Frank Scotto, Mayor

ATTEST:

By: _____
Wallace B. Gordon
Principal

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Proposal

Revised: 1/30/01

6 December, 2006

Mr. Norm Reeder

City of Torrance Main Library
 3301 Torrance Boulevard
 Torrance, CA 90503
 (sent via e-mail –Reeder.Norm@mail.ci.torrance.ca.us)

**RE: Architectural Services Proposal-*Revised*
 Katy Geissert Library Main Level Improvements
 Revised Proposal**

Dear Norm:

This proposal is as requested regarding improvements to the Main Level of the Katy Geissert / Torrance Main Library.

Project Background / Scope of Work

Background: The City of Torrance wishes to complete additional portions of the Katy Geissert / Torrance Main Library Renovation plans. The history of these efforts is lengthy, including the initial collaboration between The City and Deems Lewis McKinley (DLM) starting in 1990. This initial collaboration developed construction documents that were suspended in August, 1992. In 1997 the first phase of those plans was implemented and included improvements to the library's main entry and charge desk areas. In 2000-2001 the basement improvements were realized and included public facilities for technology & electronic media, conference rooms, restrooms and staff high density storage and workroom areas. During late 2001, DLM collaborated with the City to provide a master plan and cost projections for improvements to the Library's Upper Level. The improvements of the upper level were completed in the summer of 2004. The scope of work for the now proposed improvements to the Main Level of the library were initially developed by the City and forwarded to DLM in the fall of 2006. The following outlines the status of areas desired by the City of Torrance to include in the improvements:

- a. **Total Budget:** \$1.8 Million.
- b. **Scope of Work:**
 1. New shelving to replace all circulating and reference stacks.
 2. Two public lounge areas – Foreign Language area and Large Print area.
 3. Small shelving area for Literacy Area and Foreign Language area.
 4. Wall Mount TV/LCD panel on lobby wall to display library events and services.
 5. Create area for ASSIST (adaptive workstations for individuals with disabilities)
 6. New furniture for online catalogue and public PC's, probably sit down height in lieu of standup height.
 - i. Perhaps in a circle around the pillars.

7. Either new or refurbished study carrels for public use.
8. Replace all chairs at study carrels and add chairs for online catalogue areas.
9. Addition of electric outlets along the outside walls of 1st floor for laptop users.
10. Renovate public and staff restrooms to comply with current ADA standards.
11. Open up current Reference Office “1” and old Reference Supervisors Office to create new “returned book” sorting area.
12. Provide office area for two Library Assistant II’s who supervise Library Pages (near sorting area) – could be office partition style.
13. Create 2 new study rooms from the old microfiche reading area and provide see through glass walls for this 4 study room area.
 - i. Library Staff desires a Plan ‘A’ and Plan ‘B’ set of options: Plan ‘A’ – create two new study rooms out of the currently unused space. Plan ‘B’ – create a room for all of the copy machines and vending machines. The Library Staff would like to see what these two options would look like.
14. Relocate area for public agendas (City Council, Commission notices, etc.)
15. Provide new display cases for public displays
 - i. Lobby and inside the main floor.
16. Create a new reference desk re-oriented towards Torrance Blvd. Entrance.
 - i. Clear and visible line of sight from the reference desk to the circulation desk in the lobby.
17. Relocate new book area / shelving.
18. New directory case in the front of the library.
19. New shelving area for Large Format books including oversize atlases, etc.
20. New Friends of the Library book sale display area.
21. Highlight self-checkout machines.
22. New carpet to match existing carpet.
23. New banners and signage for the first floor.
24. No additional power, data, telecom, fire alarm, intrusion alarm, lighting or other electrical systems will be required other than that listed above.
25. Concealed spline ceiling will need to be replaced similarly to the upper level.
26. No mechanical upgrades are anticipated other than plumbing upgrades at the ADA toilet improvements.

Architect's Scope of Work: In compliance with the general understandings of intents listed above, we have outlined the following Architect's Scope of Work to provide for the project needs:

Phase I – Program Confirmation and Schematic Design

- Meet with City to review project criteria and develop required project background. Confirm the general scope of work and outline for proceeding to execute defined areas of improvements. One (1) meeting is anticipated in this regard.
- Develop project cost outline / cost projections for review with City – based on confirmed scope of work. Refine project budget and scope of work to provide contingencies and project priorities. Two (2) meetings are anticipated in this regard.
- Inventory book collection to determine the amount of new shelving required.
- Provide schematic ADA toilet room upgrade plans.
- Inventory existing furniture.
- Develop preliminary space plan indicating locations and adjacencies of requested functions.
- Provide schematic shelving layout.
- Identify custom casework, displays and furniture.
- Provide preliminary color and material palette.
- Provide preliminary graphics package.
- Specifically excluded are public presentations and public meetings. The presentation of scope of work and budget requests for the project are assumed to be handled by the City Librarian's and City Manager's offices.

Phase 2 – Design Development

- Meet with City to update furnishings and equipment listings and general scope of work required to execute defined areas of improvements. Also meet with City to define the (minor) electrical and (minor) mechanical system improvement requirements and parameters. A minimum of two (2) meetings and a maximum of three (3) meetings are anticipated in this regard.
- Initiate the drawings and outline specifications for the final construction documents. The initial plans will include the overall plan layout, furnishings and graphics designs, diagrams of electrical and mechanical systems improvements, ADA Toilet Room layouts and an outline specification of the intended materials and equipment intended to be utilized.
- Update statement of probable construction cost, as may be required for areas of improvements.
- Specifically excluded are public presentations and public meetings. The presentation of scope of work and budget requests for the project are assumed to be handled by the City Librarian's and City Manager's offices.

Phase 3 – Construction Documents

- Develop plans in areas already designed under Phase 2. The list of drawings will include architectural, structural, electrical, mechanical and interiors/signage.
- Update and complete plans and specifications to reflect updates in material, equipment and building code revisions. This will effect architectural, electrical, mechanical and interiors/signage packages.

- Coordinate updated specification and general conditions for bidding of project anticipated during 2007.
- Coordinate updating of interior finishes and color selections to match previously selected color schemes.
- Coordinate updating of graphics and signage to match previously designed systems.
- Specifically excluded are public presentations and public meetings. The presentation of scope of work and budget requests for the project are assumed to be handled by the City Librarian's and City Manager's offices. One (1) meeting is anticipated to be required during this phase. The only interface anticipated is with Library and City Project Management staff. This may be required to coordinate minor items of contract and specification issues.

Phase 4

- Provide for bidding phase services and assist City in reviewing bids, once received. The Architect is anticipated to attend one (1) meeting for the opening of the bids. One (1) pre-bid walk-through is anticipated. The City Manager's office is anticipated to handle presentation of the bids and recommendation of bid award to the City Council, without the attendance of the Architect.

Phase 5

- Provide for construction administration services for areas defined to be included in the current scope of work. A maximum of Fourteen (14) site visits is anticipated by the Architect for completion of the observations for construction progress, completion/punchlist, and review.

Architect's Compensation

Architect's Services Proposal: The Architect proposes to provide the above mentioned services, including the services of the mechanical consultant, electrical consultant and Designpoint (interior and graphics design), for a lump sums per phase as outlined below:

Phase 1:	\$17,500.00
Phase 2:	\$38,000.00
Phase 3:	\$59,000.00
Phase 4:	\$7,000.00
Phase 5:	\$25,000.00
Phase Totals:	\$146,500.00
Reimbursable Budget:	\$5,000.00
Phase Totals w/ Reimbursable Budget:	\$151,500.00

Reimbursables: The Architect will be reimbursed for prints, courier services, and items not included in the above stated Architect's Scope of Work to a maximum amount of **\$5,000.00**. Architect will be allowed to mark up such costs to 120% of their actual costs to the Architect to cover Architect's handling and accounting of such costs.

Total Maximum Proposal Amount: The Architect proposes to provide the above mentioned services and reimbursables for a maximum amount of **\$151,500.00**.

This amount cannot be exceeded unless a written modification to this agreement is signed by both parties.

Project Budget Compliance Stipulations: If bids are received within the agreed upon timeframe, and the lowest bonafide bid exceeds the latest agreed Project Budget by more than 10%, the Architect shall, upon request of and at no additional expense to the City, revise the construction documents sufficiently to reduce the contract price to permit the receipt of new bids to within a ten percent (10%) increase of the latest agreed Project Budget.

Thank you again for the opportunity to serve the City of Torrance. Please let me know how I can be further assistance in defining the understanding of these efforts.

Sincerely,
DEEMS LEWIS McKINLEY
A California Corporation

Wallace B. Gordon, AIA
Principal