

Council Meeting
July 28, 2009

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

Members of the Council:

**SUBJECT: General Services- Consulting Agreement for Accessibility Upgrades at
Human Resources Building and the Branch Libraries Expenditure:
103,800**

RECOMMENDATION

Recommendation of the General Services Director that the City Council award a consulting agreement to Withee Malcolm Architects for \$99,800 with \$4,000 for reimbursable fees for the architectural and engineering design for accessibility upgrades at the Human Resources Building and the Branch Libraries (FEAP 711).

FUNDING- Funding is available FEAP- 711- ADA Facility Upgrades.

BACKGROUND

The Americans with Disabilities Act was signed into law in 1990. While the City has made progress in upgrading facilities after 1990, areas remain that require substantial modification to achieve ADA compliance.

Upgrades to remaining facilities, including parking, will improve access to City facilities by both citizens and employees with disabilities as well as assure legal compliance. Work will address ADA requirements by providing access to facilities, compliant restrooms and proper signage. It is recommended that facilities will be modified in order of highest public use.

Projects scheduled include renovation of Human Resources, branch library restrooms, and areas within City Hall, East Annex and West Annex. One to two branch library restrooms will be upgraded each year until all are completed. ADA upgrades to the library restrooms should not impact previous renovation work to the branches.

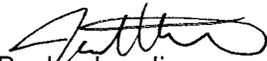
ANALYSIS

Withee Malcolm Architects has a substantial amount of experience in ADA upgrades and has performed well in similar projects with the City. As a Torrance based business they are also readily available if issues arise during both the design and construction process. In our past experience, Withee Malcolm Architects is one of the very few firms we have worked with that receives plan check approval without resubmittals highlighting the high standards within their in-house review process.

Therefore, it is the recommendation of the General Services Director that the City Council award a consulting agreement to Withee Malcolm Architects for \$99,800 with \$4,000 for reimbursable fees for the architectural and engineering design for accessibility upgrades at the Human Resources Building and the Branch Libraries (FEAP 711).

Respectfully submitted,

SHERYL BALLEW
General Services Director


By Jon Landis
Facility Services Manager

CONCUR:


Sheryl Ballew
General Services Director


LeRoy J. Jackson
City Manager

Attachment A: Withee Malcolm Architects Consulting Agreement

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of July 28, 2009 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Withee Malcolm Architects, LLP, a Limited Liability Partnership (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide architectural design services for accessibility upgrades at the Human Resources Building and Five (5) Branch Libraries.
- 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 Proposal 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, 2011.

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 \$99,800 (“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 Proposal. 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

Jon Landis 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:

Dale Malcolm
Jeff Lemler

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, reimburse defense costs, 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 the breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss (“Claims”). The CONSULTANT’s obligation to indemnify, reimburse defense costs and hold harmless shall only include, liability or expense, including defense costs and legal fees, to the proportionate extent caused by 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, reimburse defense costs and hold harmless will proportionately 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. However, harmless shall not apply until there has been a determination by a court of competent jurisdiction or arbitrator as to the proportionate extent the Claim was caused by the negligence or willful misconduct of CONSULTANT. It is the express intent of CITY and CONSULTANT that this provision is meant to comply with California Civil Code section 2782, as amended by Assembly Bill 758, and California Civil Code 2782.8.

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 claim.
 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 cancellation coverage can be made without thirty days notice to CITY, ten days notice for nonpayment.

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: Withee Malcolm Architects, LLP
 2251 W. 190th Street
 Torrance, CA 90501

Fax: (310) 217-0425

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

Withee Malcolm Architects, LLP
a Limited Liability Partnernership

Frank Scotto, Mayor

By: _____
Dale Malcolm
Principial

ATTEST:

Sue Herbers
City Clerk

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

By: _____

Attachments: Exhibit A Proposal

Revised: 12/13/2006

EXHIBIT A

Proposal



WITHEE MALCOLM
ARCHITECTS, LLP

OFFICE OF INTEREST

June 2, 2009

Jon Landis
Facility Services Manager
Department of General Services
City of Torrance
3350 Civic Center Drive
Torrance, CA 90503

Subject: Proposal for Architectural Services – City of Torrance Branch Library & HR Building – Accessibility Upgrades

Dear Mr. Landis:

Thank you for the opportunity to provide this proposal for your upcoming project.

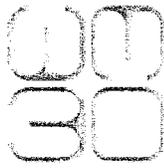
Established in 1977, Withee Malcolm Architects brings three decades of experience and a track record of exceptional design and service to each new project we take on. The firm takes pride in the fact that a large portion of its work stems from repeat clients. We are a results oriented office that concentrates on being accessible and responsive.

Please do not hesitate to contact me should you require clarification or additional information during your evaluation process.

Sincerely,

WITHEE MALCOLM ARCHITECTS, LLP

Jeffrey S. Lemler
Senior Associate
jlemler@witheelmalcolm.com



WITHEE MALCOLM ARCHITECTS, LLP
3300 Wilshire Blvd., Suite 200
Los Angeles, CA 90010
Tel: 310.390.5500
Fax: 310.390.5501
www.witheelmalcolm.com

CELEBRATING
THIRTY YEARS OF ARCHITECTURE

PROJECT INFORMATION

Date: June 2, 2009

Project Number: TBD

Project Name: City of Torrance – Branch Library & HR Building
Accessibility Upgrades

Locations:

Henderson Branch Library
4805 Emerald Street
Torrance, CA 90503

North Torrance Branch Library
3604 Artesia Boulevard
Torrance, CA 90504

Southeast Branch Library
23115 S. Arlington Avenue
Torrance, CA 90501

Walteria Branch Library
3815 W. 242nd Street
Torrance, CA 90505

El Retiro Branch Library
126 Vista Del Parque
Redondo Beach, CA 90277

Human Resources Building
3231 Torrance Boulevard
Torrance, California 90503

Client: City of Torrance
Department of General Services
3350 Civic Center Drive
Torrance, CA 90503
Phone: 310 781-7162
Attn: Jon Landis

EXHIBIT A

SCOPE OF SERVICES

Project Description:

The project consists of handicapped accessibility upgrades to the existing restrooms at the noted branch libraries and the human resources building (a total of 2 each at the 5 branch libraries and 4 at the HR building), as well as related parking and path of travel from the parking into the buildings. A detailed breakdown of the specifics of the project scope is included as Exhibit C.

Architectural Services:

Provide Architectural Space Planning, Design Development, Construction Document, Plan Check and Construction Observation services related to the Project Description. (See also "City of Torrance Design Requirements Information", included as Exhibit D, for additional information).

Items included:

- Verification of pertinent existing conditions within the areas of work.
- Creation of existing cad floor plans and site plans of each building, based on plans provided by the client, with some limited field verification. Concentration on the accuracy of these plans will be limited primarily to the areas of work.
- Review existing plans for preliminary feasibility.
- Space planning (including a maximum of 2 options for each restroom layout, with 2 minor revisions each).
- Design coordination meetings with the client to review the project requirements and plan options (a maximum of 6).
- Meet with the Building & Fire Departments to review the proposed plans.
- Construction documents
- Mechanical, electrical & plumbing engineering (for the limited scope of restroom remodels)
- Submit to the Building & Planning Departments for Plan Check and provide required corrections.
- Book specifications (mechanical, electrical and plumbing will be limited to outline "sheet specifications" included on the drawings, and not a part of the book specifications).

- Bidding RFI responses
- Coordination with the consulting engineers, the assigned City representative and general contractor
- Construction observation on a limited basis:
 - a) Interpretation of plans
 - b) RFI responses
 - c) Shop drawing and submittal review
 - d) Jobsite meetings during construction (bi-weekly and not to exceed twelve 2-hour meetings)
 - e) Punch list walk through with contractor and client

This proposal assumes the following:

- Space planning, design development and construction documents are to be based on the above project description and the project scope as outlined in Exhibit C.
- Any revisions to the above mentioned scope and resultant changes to the Construction Documents will be considered as supplemental services, and billed for at the attached hourly rate schedule.
- Design, detailing and materials are to be per building standards. Building standards are to be provided by the client, or be consistent with those existing in the buildings.
- Specifications for finishes and materials will either be provided by the client, or established by the client and architect prior to beginning the construction documents.
- Interior modifications to the existing restrooms will not involve alterations to, or expansions of, the existing building exterior walls, or include any structural modifications to the buildings.
- All the existing utilities will be adequate for the proposed project.

Not included at this time:

- Structural engineering
- Civil engineering
- Topographic surveys
- Extensive field surveys of existing conditions
- Soils testing and reports
- Acoustical engineering
- Hazardous materials abatement, mitigation or containment
- Title 24 energy calculations
- Exterior or shell building modifications
- Offsite improvements
- Provisions for phased construction (in the plans, plan check submittal or construction)
- Cost estimating or analysis
- Fire sprinkler system design/specifications (design-build by others)
- Fire alarm system design/specifications (design-build by others)
- Security systems design/specifications (design-build by others)
- Communication/data related design or specifications
- Design modifications to existing utility or power systems

- Door hardware keying specifications
- Landscape / Irrigation design
- As-Built plan documentation of existing facilities
- As-Built drawings at completion of project
- Renderings / computer modeling
- Furniture and equipment inventories
- Furniture or equipment planning or specification
- Bidding or bid preparation
- Disabled access survey or modification of the existing building or site not outlined in the scope of services or project description
- Extensive research on specialty items
- Extra agency approvals other than Building, Fire and Planning
- Signage
- Move coordination

Information required from client:

- Existing building floor plans, plumbing plans, site plan, including parking, restroom plans and details of construction
- Any details or information relating to security systems as concerns the areas of work
- Accessibility assessment from the City's consultant, if available, and a direction as to the limit of application of the recommendations

EXHIBIT B**COMPENSATION SCHEDULE**

The following is a breakdown of our fee for Architectural Services relating to the work described in the Scope of Services, Exhibit A. Only those Phases of work checked below are to be provided under this proposal.

- Phase 1 Predesign Services ()**
(Establish the program, financial and time requirement for the Project.)
- Phase 2 Site Analysis Services (\$15,000.00)**
(Establish site-related limitations and requirements for the Project.)
- Phase 3 Schematic Design Services (\$13,000.00)**
(Drawings and documents illustrating the scope, scale and relationship of Project components.)
- Phase 4 Design Development Services (\$9,780.00)**
(Drawings and documents to fix and describe the size and character of the project.)
- Phase 5 Construction Documents Services (\$36,500.00)**
(Drawings, Specifications and documents setting forth in detail the requirements for construction of the Project.)
- Phase 6 Plan Check/Building Dept. Coordination Services (\$8,000.00)**
(Coordinate with Building Department to obtain Building Permit approval.)
- Phase 7 Construction Contract Observation Services (\$17,520.00)**
(Observation of the construction progress and activities on an as-needed basis.)
- Phase 8 Postconstruction Services ()**
(Assist the Owner in initiating the use and occupancy of the facility.)
- Phase 9 Supplemental Services (\$4,000.00)**
(Services designated in the Schedule of Supplemental Services contained herein.)

Hourly Fee:

1 ; 2 ; 3 ; 4 ; 5 ; 6 ; 7 ; 8 ; 9 ;

Fixed Fee

1 ; 2 ; 3 ; 4 ; 5 ; 6 ; 7 ; 8 ; 9 ;

Architectural and Engineering Fee (including Specifications):	\$ 99,800.00
Estimated Reimbursable Expenses (Phase 9 Supplemental Services):	<u>4,000.00</u>
TOTAL FEE:	\$ 103,800.00

A retainer of \$0.00 will be required to execute this Agreement.

Terms and Conditions

Refer also to "Consulting Services Agreement"

1. Reimbursable Expenses

Includes all reproduction for CADD plots, retrievals, mailing, word processing, governmental fees for plan checks, etc., advanced by the Architect. Compensation shall be paid for in the amount expended by Architect plus 20%. Consultant reimbursable expenses shall be charged at the cost of the Consultant, plus 20%.

CADD Plots (Per Sheet) 24x36 = \$16.00 & 30x42 = \$18.00

In-house Blueprinting (Per Sheet) 24x36 = \$1.50 & 30x42 = \$2.00

Photocopies (Per Sheet) \$.10

Faxes (Per Sheet) \$1.00

2. Invoicing

Invoices for all authorized services will be issued as the work progresses in proportion to the amount of work completed under Architectural Services, Engineering and Other Professional Consultants and Reimbursable Expenses. Accounts are due within thirty (30) days of the invoice date. If payment is not received within thirty (30) days after the invoice date, the Architect has the right, upon written notice, to stop all work on the project.

3. Client Authorized Additional Services

All other services not included within the scope of architectural services, reimbursable expenses, or engineering and other professional consultant services shall be performed by Architect as requested by Client and Client shall pay Architect in accordance with the following Professional Fee Schedule.

4. Professional Fee Schedule

Hourly rates where authorized shall be invoiced at rates established for the following professional and technical staff categories:

Principal.....	\$250.00
Senior Associate	185.00
Associate.....	160.00
Project Manager.....	115.00
Project Architect.....	110.00
Senior Designer.....	110.00
Job Captain	95.00
Designer	95.00
Architectural Staff Level 3	85.00
Architectural Staff Level 2	75.00
Architectural Staff Level 1	60.00
Clerical.....	50.00
Professional Consultant Services	Consultant Fee + 10%

5. Overtime

Client Authorized overtime in excess of 8 hours in any given day or time on Saturday, Sunday or holidays, will be charged at our hourly rate times one and one-half.

6. Adjustment to Fees

If the services covered by this Agreement have not been completed within Twelve (12) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

Additional Terms and Conditions

Refer also to "Consulting Services Agreement"

7. Publicity

Client shall credit Architect's name in any project brochures, job signs, trade journal news releases or other promotional efforts when appropriate, and allow and reasonably cooperate in Architect's efforts to publicize it's involvement with the project.

8. Probable Construction Cost

The Architect does not guarantee or warrant the accuracy of any statements or estimates of probable construction cost.

9. LLP Status

The firm is a limited liability partnership (LLP), registered with the California Secretary of State. The partners and other professionals of an LLP are responsible for their own tortious conduct but not for the misconduct of others. The assets of an LLP, including amounts payable to clients under any policies of insurance covering errors and omissions of professionals of the firm, are available to satisfy claims against the LLP.

10. Ownership of Documents

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project is executed or not. Client shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Client or Owner on other projects, for additions to this project, or for completion of this project by others, provided Architect is not in default under this Agreement, except by Agreement in writing and with appropriate compensation to the Architect.

11. Preliminary Lien Notice (Civil Code S3097) Notice to Property Owner,

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor, or (2) any other method or device that is appropriate under the circumstances.

EXHIBIT C**PROJECT SCOPE/DESCRIPTION**Site

1. Provide accessible site signage from the street entrance to the main entry.
2. Provide accessible path of travel from the public right of way & accessible parking spaces to the main entry.
 - a. Modify existing walkways to correct cross slope, width and overall slope, if required.
 - b. Modify existing curb cut ramps and provide truncated domes, if necessary.
3. Provide conforming accessible parking spaces.
 - a. Modify existing single accessible spaces, where necessary, for van accessibility.
 - b. Modify existing ramp & curb, where necessary, to provide accessibility.
 - c. Provide proper signage at parking spaces.
 - d. Modify quantity of spaces and sizes, stripping, etc., where necessary.
4. Verify accessibility of existing main entrance path.

Restrooms

1. Modify existing public men & women's rooms for accessibility. Space constraints may require the elimination of fixtures or converting them into one unisex single accommodation restroom. This will be determined during the Schematic Design Phase.
2. Provide accessible drinking fountain, where a drinking fountain currently occurs.

General

1. Modify existing doors & hardware along the accessible path of travel, into the main public entry area and along the path of travel to the remodeled restrooms for accessibility, if necessary.

EXHIBIT DCity of Torrance
Design Requirements InformationBasic Requirements

1. **Design to construction budget.** If bids exceed budget by more than 15%, then redesign modifications at no additional cost. This includes subcontractor design elements. [Not applicable. Currently, there is not budget.]
2. Retain additional design A/E firms as necessary (Structural, EE, ME etc.) as part of fixed fee. [Only applicable for MEP as specified in the proposal]. [No other engineering is included.]
3. Provide 5 sets of drawings and specifications for review by General Services 100% (pre-plan check)
4. Provide 2 full sets for reproduction after plan check approval and corrections and modifications are made. (1 vellum and 1 bond)
5. Provide working drawings (hard copy).
6. Provide working drawings – record copy on CD-ROM – AutoCAD format.
7. Provide specifications in CSI format (16 section) submitted in PDF format (disk/CD or electronically).
8. Provide a separate specifications (book)
9. Specifications must include section 1 – General Requirements.
10. Review and approve submittals with 7 calendar days.
11. Attend bi-weekly progress meetings at job site during construction.
12. Review and prepare response to contractor RFIs within 2 working days.
13. Review and prepare response to design or code change proposals within 5 working days.
14. Provide cost estimates for design or code change proposals within 5 working days.
15. Attend and provide input on the final inspection.
16. Review and provide comments on the final punch-list.
17. Submit completed design drawings directly to the Community Development Department (Building Department) for plan check. 2 full sets, separated by architectural, mechanical and electrical
18. Track progress during the plan check process.
19. Provide copies of all plan check or other comments provided by Community Development Department during the project.

Other

1. The City prefers design proposals based on a **fixed fee**.
2. A City Business License is required.
3. The contract will use City's standard contract format. We do not use the AIA design contract formats.
4. General Services normally does not coordinate the plan check review process for the A/E during plan check. There are no waivers given by the Building Department because it is a City project.
5. City does not pay for the following expenses

- Telephone calls
 - Mileage
 - Transportation
6. Printing and duplication costs should be included as part of the fixed fee proposal.

Exclusions

1. Survey/Soils work to be contracted separately by the City on an as needed basis.

A typical construction project design schedule

- **1st scope meeting** (layout, equipment, hardware)
14 days to single line
- **2nd scope meeting (finalize any modifications – and materials/equipment to be used)**
35 days to architectural
35 days to mech/elec/plumb/structural (concurrently) [n/a – design/build]
35 days to complete specifications (concurrently) – submit for General Services review
- **100% Review by City – General Services (approximately 2-3 weeks)**
14 days to final
- **Submit to Plan Check**
7 days to resubmit corrections to plan check
- **Plan check approval**
7 days to provide final drawings and specifications for bidding