DATE: June 13, 2023

TO: Mayor and Council Members

FROM: Library Services Department

SUBJECT: Agreement with LPA, Inc. to Provide Architectural and Engineering Services for the Renovation of the Inglewood Main Library and Budget Resolution

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Adopt a resolution amending the Fiscal Year 2022-2023 Budget that will initially use General Fund monies that will be reimbursed by community benefit funds provided by Murphy's Bowl, LLC;
2. Award a contract and approve an agreement with LPA, Inc., in an amount not to exceed $2,637,520, to provide architectural and engineering services for the Inglewood Main Library Renovation Project; and
3. Approve a 10% City Controlled Contingency, in the amount of $263,752, for a total project amount not to exceed $2,901,272, per RFP No. 0201. (General Fund)

BACKGROUND:
The Main Library Building was completed on August 18, 1973, and was part of the overall development of the Inglewood Civic Center Complex. The current structure is described as a four-story, 74,500-square-foot building located at 101 West Manchester Boulevard. The Main Library is an integral part of the well-being of the City by providing educational resources to connect and enrich a community of over 113,000 residents. The interior for this building has remained relatively the same since inception and requires an update that better meets the evolving needs of the City.

On July 28, 2020, the Mayor and Council Members approved a development agreement with Murphy's Bowl, LLC, which included a community benefit fund to renovate the Inglewood Main Library in the amount of $6,000,000. The total estimated amount for the renovation for the Main Library is $40,000,000.

On April 13, 2023, Request for Qualifications and Proposals No. 0201 (RFP No. 0201) was posted to PlanetBids.com, soliciting the services of a competent architectural firm to provide design services for the renovation of the Main Library. Proposal packages from interested entities were due on May 18, 2023, at 10:00 a.m., in the City's Purchasing Division.
DISCUSSION:
The City is in need of an experienced architectural and engineering firm, which is a professional service that provides the City with effective design and engineering services for the renovation of the Main Library. The design goals outlined by the City are for the newly renovated Main Library Building to achieve the following:

- Become everyone’s first and best choice for life-long learning;
- Be seen as a necessary and an important community asset; and
- Become a community destination and gathering place.

A generalized description of areas that will be addressed with City/Community input are as follows:

- Interior re-imagining/reconfiguring of the Building that better meets the needs of the public with an emphasis on future flexibility;
- Unique main library entry that is highly visible and inviting, yet matches the esthetics of the surrounding civic buildings;
- Update electrical infrastructure throughout the building to meet ever-evolving technology needs;
- Update the above grade 1st Floor Children’s Library to be both whimsical and engaging; and
- Provide a seismic retrofit that will include strengthening and bracing throughout the building to address potential damage from future earthquakes.

The work contemplated will take place over three distinct phases:

**Pre-Design Services – Phase One**
These services shall include, without limitation, in coordination with the construction manager, conducting community outreach efforts to obtain input from community members regarding desired design and program features of the project; and reporting back to the City and construction manager regarding input obtained from community outreach efforts and suggested design approach resulting from the same for City’s review and comment.

Duration: July 2023 – January 2024 (6 months)

**Pre-Construction Services – Phase Two**
These services shall include, without limitation, design and preparation of schematic drawings, design development drawings, and 100% construction drawings/documents all in compliance with the City-approved final programming and project criteria. Consultant shall also secure all required project approvals from agencies having jurisdiction over the project.

Duration: February 2024 – April 2025 (15 months)
Construction Administration Assistance Services – Phase Three
These shall include, without limitation, assisting construction manager in ensuring general contractor is constructing the project pursuant to the construction drawings/documents. Consultant shall assist City and construction manager in preparing responses to Requests for Information submitted by General Contractor.

Duration: May 2025 – June 2026 (14 months)

On May 18, 2023, the City received (14) proposals to RFP No. 0201. The method used to rank the proposals was a qualifications-based selection process that looked at prior project experience, team matrix, methods, and strategic plan. The proposal ranking is as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>LPA, Inc.</td>
<td>5301 California Avenue, Suite 100 Irvine, CA 92617</td>
<td>1</td>
</tr>
<tr>
<td>Johnson Favaro, LLP</td>
<td>5898 Blackwelder Street, Culver City, CA 90232</td>
<td>2</td>
</tr>
<tr>
<td>GGA</td>
<td>135 W. Green St. Ste. 200 Pasadena, CA 91105</td>
<td>3</td>
</tr>
<tr>
<td>Group 4 Architecture</td>
<td>211 Linden Ave, South San Francisco, CA 94080</td>
<td>4</td>
</tr>
<tr>
<td>CannonDesign</td>
<td>444 Flower St, Los Angeles, CA 90071</td>
<td>5</td>
</tr>
<tr>
<td>DNA Architecture + Design, Inc</td>
<td>13432 Beach Ave # A, Los Angeles, CA 90292</td>
<td>5</td>
</tr>
<tr>
<td>Gensler</td>
<td>500 S Figueroa St, Los Angeles, CA 90071</td>
<td>5</td>
</tr>
<tr>
<td>Gruen</td>
<td>6330 San Vicente Blvd., Suite 200 Los Angeles, CA 90048</td>
<td>5</td>
</tr>
<tr>
<td>HMC Architects</td>
<td>633 W 5th St, Los Angeles, CA 90071</td>
<td>5</td>
</tr>
<tr>
<td>Kevin Daly Architects</td>
<td>3617 Exposition Blvd., Los Angeles, CA 90016</td>
<td>5</td>
</tr>
<tr>
<td>Lehrer Architects LA</td>
<td>2146 Hyperion Avenue, Los Angeles, CA 90027</td>
<td>5</td>
</tr>
<tr>
<td>Little</td>
<td>1300 Dove St, Suite 100 Newport Beach, CA 92660</td>
<td>5</td>
</tr>
<tr>
<td>LOHA</td>
<td>4106 West Jefferson Blvd., Los Angeles, CA 90016</td>
<td>5</td>
</tr>
<tr>
<td>ODAA</td>
<td>3423 W. Jefferson Blvd., Los Angeles, CA 90018</td>
<td>5</td>
</tr>
</tbody>
</table>
LPA, Inc. ultimately received the highest points in the evaluation process for having a strong performance plan coupled with significant library renovation experience, such as the Michelle Obama Library in Long Beach, California, Diamond Bar Library, Laguna Niguel Library, and Fullerton Library.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon adoption of the resolution amending the Fiscal Year 2022-2023 Budget, funds in an amount not to exceed $60,302, will be transferred from General Fund Reserves and will be available under Account Code No. 001.100.P944.44850.00 (General Fund-Projects-Main Library).

The funds used from General Fund Reserves will be reimbursed by Murphy’s Bowl, LLC at a later date. Subsequent monies needed for Phase 2 and Phase 3 will be requested during the upcoming budget in future fiscal years.

LPA, Inc. Funding:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Timing of Funding</th>
<th>Amount</th>
<th>10% Contingency</th>
<th>Phase Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>FY2022-2023 (Budget Amendment)</td>
<td>$ 54,820</td>
<td>$ 5,482</td>
<td>$ 60,302</td>
</tr>
<tr>
<td>Phase 2</td>
<td>FY2023-2024</td>
<td>$1,672,200</td>
<td>$167,220</td>
<td>$1,839,420</td>
</tr>
<tr>
<td>Phase 3</td>
<td>FY2024-2025</td>
<td>$ 910,500</td>
<td>$ 91,050</td>
<td>$1,001,550</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$2,637,520</strong></td>
<td><strong>$263,752</strong></td>
<td><strong>$2,901,272</strong></td>
</tr>
</tbody>
</table>

Project Funding:

<table>
<thead>
<tr>
<th>Funding Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Benefit (Murphy’s Bowl)</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>Building Forward Grant</td>
<td>$2,700,000</td>
</tr>
<tr>
<td>Bond Funds</td>
<td>$31,300,000</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$40,000,000</strong></td>
</tr>
</tbody>
</table>

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Agreement with LPA, Inc.
Exhibit 1: RFP No. 0201
Exhibit 2: Addenda to RFP No. 0201
Exhibit 3: LPA Proposal Submission

Attachment No. 2: Advertisement
Attachment No. 3: Insurance
Attachment No. 4: Resolution Amending the 2022-2023 Budget

PREPARED BY:
Harjinder Singh, Deputy City Manager

COUNCIL PRESENTER:
Harjinder Singh, Deputy City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL/
DEPUTY CITY MANAGER APPROVAL: ____________________________

Harjinder Singh, Deputy City Manager

CITY MANAGER APPROVAL: ____________________________

Artie Fields, City Manager
Attachment No. 1
AGREEMENT NO. _____

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this ________ day of __________, 2023 ("Effective Date"), by and between the City of Inglewood ("Owner"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and LPA, Inc. ("Consultant") with its principal place of business at 5301 California Avenue, Suite 100, Irvine, CA 92617, for the professional services to be performed hereunder regarding the Main Library Renovation Project ("Project") ("Agreement"), respectively. The Owner and the Consultant are hereinafter sometime referred to individually as a "Party" and/or collectively as the "Parties". This Agreement, the Exhibits, and Attachments thereto, are hereinafter also collectively referred to as the "Agreement" and/or "Contract Documents". The "Effective Date" of this Agreement is when the City Council approves this Agreement, i.e., the date written above.

RECITALS

WHEREAS, Owner intends to renovate the Inglewood Main Library located at 101 West Manchester Boulevard, Inglewood, California 90301 as more specifically described in the Agreement and/or Contract Documents ("Project"); and

WHEREAS, Owner intends to ultimately build the Project by awarding a construction contract to a general contractor using a design-bid-build basis with the construction contract awarded to the lowest responsive and responsible bidder pursuant to the City Charter, Inglewood Municipal Code, Public Contract Code sections 20160 – 22169 et seq., and other applicable laws ("General Contractor"), after retaining Consultant under this Agreement; and

WHEREAS, Owner recognizes that it needs the professional services of a firm with substantial architectural and engineering experience to provide the various scopes of services to Owner called for by this Agreement for the Project ("Services"); and

WHEREAS, Consultant holds itself out as properly and appropriately licensed, willing, capable, and competent to provide the Services.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties hereto mutually agree as follows:
TERMS, CONDITIONS AND PROVISIONS

The Recitals set forth above are incorporated herein as terms, conditions and provisions of this Agreement.

ARTICLE 1 - PROJECT DESCRIPTION

The Main Library is a major part of the Inglewood Library system and integral to the City's ability to provide educational resources to connect and enrich a community over 113,000 residents. The Main Library Renovation Project is intended to meet the following goals:

• Become everyone's first and best choice for life-long learning;
• Is seen as a necessary and important community asset; and
• Is a community destination and gathering place.

This Project should further these goals in the most cost effective and environmentally friendly manner possible.

The definitions contained in the RFQP documents are incorporated herein by reference as if set forth herein at length.

A generalized description of areas that may be addressed with City/community input are as follows:

• Interior re-imagining/reconfiguring of the Inglewood Main Library that better meets the needs of the public with an emphasis on future flexibility;
• Unique main library entry that is highly visible and inviting yet matches the esthetics of the surrounding civic buildings;
• Above grade 3rd floor flexible meeting room space that can be available for private use when not being used by the public. This space will also be used to display revolving art pieces that can be secured and may also be used for cooking classes and hosting events for which food must be prepared and stored on site;
• Update electrical infrastructure throughout the Inglewood Main Library to meet ever evolving technology needs;
• Incorporate flexible iPad check out machines that can accommodate thirty-six (36) tablets with space for additional machines;

• Above grade update to the 1st Floor of the Children's Library to be both whimsical and engaging;

• Update the teen-center located in the basement and/or provide recommendations for another space in the building that is better suited for this activity; and without limitation,

• A seismic retrofit that will include strengthening and bracing throughout the building to address potential damage from future earthquakes. Fully permitted seismic retrofit construction documents have been completed.

**ARTICLE 2 - SCOPE OF SERVICES**

The Consultant is intended to be the Project Architect of Record and the Project Engineer of Record. The City does not intend for the Consultant to actively manage the construction and/or the schedule of the General Contractor. Rather, the City has engaged a construction management firm ("CM") to oversee the General Contractor's work, including but not limited to the General Contractor's construction activities, as well as the General Contractor's adherence to the Project schedule and budget. There will be independent inspectors to inspect the Project as required by law.

The Consultant shall provide all of the Services required by this Agreement as an advisor and consultant to the Owner and act on the Owner's behalf as described herein below and elsewhere in this Agreement based on negotiations that have been agreed to between the City and the Consultant after receipt of Consultant's Proposal. In the event of ambiguity, conflict, or inconsistent language, the order of precedence of the Contract Documents shall be as follows, in descending order:

1. Change orders and amended agreements (whichever occurs last);

2. This Agreement;

3. Exhibit-1 - Request for Qualifications and Proposals No. 0201 ("RFP No. 0201")

   including any attachments thereto;

4. This Agreement;
4. Exhibit 2 – Addenda; and


Each Exhibit is incorporated herein by reference as if set forth in full herein; and

The Services required will take place in three Phases as more fully detailed in Exhibit 1.

Phase One will include Pre-Construction and Collaboration Services.

Phase Two will include Design through City and Agencies Having Jurisdiction Approvals Services.

Phase Three will include Construction Related Services through Project Close Out.

In addition to the obligations and requirements of Consultant to be performed by Consultant set forth elsewhere in the Agreement, Consultant is being retained to consult, advise, represent, and protect the City’s interests regarding the Project and to provide all of the Services described herein, and/or which are reasonably necessary to achieve the intent of the Agreement. The Services Consultant shall provide include, but are not limited to, the Services listed as follows:

A. OVERVIEW OF CONSULTANT SERVICES.

The Services required of Consultant under this Agreement are further defined hereinbelow and in the Exhibits to this Agreement, which are attached hereto and incorporated herein by reference as if fully set forth hereat.

The Services will be performed by Consultant generally in the following chronological order:

1. All professional design and engineering services, whether provided by Consultant or its Subconsultants, necessary for the complete and coordinated design and construction of the Project;

2. Architectural services (including, without limitation, interior design and related services such as planning, coordination and updates in connection with the selection, procurement, or installation of furniture, furnishings and equipment);
3. Engineering and related design services for civil, structural, mechanical (including HVAC), plumbing, fire/life safety (including, without limitation, fire protection/fire sprinklers) and electrical engineering;

4. Professional specialty services as set forth in any Exhibit to this Agreement or other document issued with the RFP for the Project;

5. Specifications of all hardware;

6. Construction cost estimating;

7. Architectural, structural, mechanical; electrical engineering, civil engineering (on and off site), interior finishes, hard and landscape design, above and below grade utilities, Statements of Probable Construction Cost, and all other services and work required to provide the City with a fully functioning Project as portrayed in the 100 % Construction Documents approved by the Agencies Having Jurisdiction over the Project as required;

8. A complete set of technical specifications for all aspects of the Project;

9. Construction contract administration assistance and other obligations as required by this Agreement;

10. Meet, as needed, with City staff, the City Council, community organizations, other City consultants, including but not limited to the CM, and City administration for Project development, execution and administration before and during construction;

11. Review and comment on the City prepared Request for Qualifications and Bids prior to posting of same by which the General Contractor will be selected;

12. Assist with the City’s and CM’s preparation of responses to Requests for Clarifications during the Project’s General Contractor Request for Qualifications and Bid process;
13. Review and comment on the Statements of Qualifications received from interested Bidder’s to the City's prepared Request for Qualifications and Bids for the Project;

14. Review and comment on the Bids received from prequalified Bidder’s for the Project;

15. Assist City and CM prepare responses to Requests for Information submitted by General Contractor during the General Contractor bidding procurement and during the Construction Phase of the Project.

B. SCHEDULE OF CONSULTANT’S SERVICES

Consultant shall complete each phase of its Services pursuant to the deadlines required by Exhibit 1 to this Agreement, or as otherwise revised by the City.

C. STANDARDS OF PERFORMANCE FOR ALL SERVICES

Consultant shall perform Services in accordance with the industry standards of care of the locale in which the Project is being built and, notwithstanding anything else in this Agreement (including any exhibits), no warranties shall apply. In accordance with such standard where such standard is applicable, Consultant shall also do all of the following:

1. All Services shall be done in a workmanlike and professional manner in accordance with the requirements of this Agreement and Agencies Having Jurisdiction. If for any reason this Agreement does not expressly set forth what the expected obligation, duty, deliverable, term or condition is, then and only then, shall the standard industry practices of the locale in which the Project is being built be referred to so as to supply the missing deliverable, duty, term and/or obligation;

2. All personnel engaged by the Consultant to perform the Services contemplated by this Agreement shall be properly licensed;

3. Consultant shall obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement;
4. Consultant shall make payments to each of its consultants, subconsultants, contractors, and/or subcontractors for work or services that is satisfactorily performed no later than thirty (30) calendar days after Consultant receives payment from the Owner for such work/services;

5. Consultant represents and warrants that it has the qualifications, experience, facilities and financial capability, necessary to properly perform the Services required under this Agreement; and

6. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

ARTICLE 3 - DUTIES OF OWNER

The Owner hereby promises to provide access to all data, records and documents reasonably within its possession or control as are necessary for the Consultant to perform the Services contemplated by this Agreement. The Owner agrees to make decisions in its regular course of business once Consultant has provided all required documentation to Owner necessary for the Owner to make an informed decision. The Owner shall designate in writing to the Consultant who the Owner's primary point of contact is. However, the person designated as the Owner's primary point of contact is not authorized to modify, change, or alter this Agreement, or to authorize work or Services beyond that which is set forth in this Agreement, or make promises of payment of any kind. Only the City Council for the Owner is authorized to modify, change, or alter this Agreement, or to authorize work or Services beyond that which is set forth in this Agreement, or make promises of payment of any kind, and then only after a majority vote of the City Council.

ARTICLE 4 - COMPENSATION OF CONSULTANT

For fully, faithfully, competently, and timely performing and completing the Scope of Services under this Agreement, Consultant will be paid as required by law in monthly installments as stated herein below. The total compensation paid by City to Consultant for Services performed pursuant to this Agreement shall not exceed Two Million Six Hundred
Thirty-Seven Thousand Five Hundred Twenty Dollars ($2,637,520.00). This not to exceed amount for Basic Services is established based on a total projected Project cost of Forty Million Dollars ($40,000,000.00), notwithstanding anything to the contrary as stated in the Consultant’s Proposal for the Project.

There are two categories of Services under this Agreement: Basic Services and Additional Services.

Basic Services are all those services called out for expressly in this Agreement and the Exhibits hereto which are all a part hereof and/or reasonably inferred therefrom.

Additional Services are: (1) those services requested by Owner which are beyond the scope of the Basic Services; and/or (2) those that are beyond the scope of the Basic Services and caused by third parties, provided that the need therefor was not caused and/or contributed to by the Consultant and/or those who work on the Project and are paid through, by and/or under the Consultant.

Regardless of whether the Services are Basic Services or Additional Services, all Services will be compensated based upon the fully burdened hourly rates submitted by Consultant in its Proposal and approved by the City and/or as otherwise set forth in the Exhibits to this Agreement for the three Phases for which such Services have been contracted. See Exhibits 1 through 3.

A. Monthly Proposed Plan of Services and Projected Costs.

On or before the 20th day of each month, Consultant shall prepare a proposed work plan setting forth all the Services Consultant intends to perform in the coming month, together with a projected cost for such Services.

Consultant shall identify within the proposed work plan whether the Services are “Basic” or “Additional” Services. The work plan shall also include the person’s name who will perform the Services, the agreed to fully burdened hourly rate, the projected number of hours, the tasks to be accomplished, etc. and the total projected compensation for that person’s time for the following month. Consultant shall submit the proposed monthly work plan and projected monthly costs to the Owner’s primary point of contact for this Project, Harjinder
Singh, as well as the CM. Consultant shall not perform any Services without the Owner's primary point of contact approving the monthly work plan and projected monthly costs in writing.

B. Monthly Invoices/Applications for Payment.

1. Consultant shall, from the date of a written Notice to Proceed for each Phase of Services, and up through Project Completion, invoice the Owner, copying the CM, by the 10th of the following month for Services performed during that month and which have been performed pursuant to the terms, conditions and provisions of this Agreement. Each invoice shall include the following information: (1) date of invoice; (2) sequential invoice number; (3) this Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6) description of services or supplies provided and proof of authorization by City's primary point of contact or other authorized personnel; (7) total billed to date; and (8) total amount remaining on the Agreement.

2. The Owner has the right, without limiting any of its other rights, to have the Consultant provide more backup and detail to support the invoice so that the Owner can fully understand, assess and evaluate the invoice before paying same. The Consultant must also have provided the proposed work plan and projected costs for the month for which payment is being sought and for the next coming month before the Owner is required to make payment. A properly supported invoice, with additional detail as requested by Owner, if any, and the current and next month's proposed work plan and projected costs are all conditions precedent to the maturing of any obligation on the part of the Owner to make payment under this Agreement.

3. Upon receipt of a properly supported with additional detail as requested by Owner, if any, and the current and next month's proposed work plan and projected costs, Owner shall pay to Consultant within thirty (30) days from receipt the amount requested as permitted under this Agreement.

4. Within ten (10) days of the Project obtaining the final Certificate of Occupancy, Consultant shall submit to Owner a properly supported final payment application. Provided
that Consultant has satisfactorily performed all the terms, conditions and provisions of this
Agreement, Owner shall make final payment to Consultant within thirty (30) days of receipt of
such properly supported final payment application.

ARTICLE 5 – TERM AND TERMINATION

A. Term

The Term of this Agreement shall run from the Effective Date of this Agreement and
conclude with the final completion and receipt of a final certificate of occupancy for the
Project, for a period of time not to exceed five (5) years from the Effective Date.

B. Termination

1. Termination for Cause.

The Parties have the right to terminate this Agreement for cause.

a. Termination by Owner. Owner may terminate this Agreement for cause if: (i)
Consultant is adjudged bankrupt, (ii) Consultant makes a general assignment for the benefit of
its creditors, (iii) a receiver is appointed on account of Consultant’s insolvency, or (iv)
Consultant is in default of any provision of this Agreement, including those requiring timely
performance of Consultant’s responsibilities hereunder in accordance with the Project
Schedule, and Consultant fails to cure such default within seven (7) calendar days after
notification. Consultant shall remain liable to Owner for all damages suffered by it by reason of
any such failure in accordance with applicable law. In the event of Consultant’s failure to
perform fully in accordance with this Agreement, Owner may elect to permit Consultant to
continue to perform without waiving its right to terminate Consultant for breach or default,
and Consultant shall be liable to Owner for damages in accordance with applicable law. If it is
determined by a court of competent jurisdiction that a termination under this paragraph was
wrongful or unjustified, such termination shall be deemed a termination for the convenience
of Owner under paragraph C. below, and the sole right, remedy and recourse of Consultant
against Owner shall be governed and determined by paragraph C. below.

b. Termination by Consultant. If Owner fails to make payments of undisputed
amounts due and owing to Consultant in accordance with this Agreement, for a period
exceeding sixty (60) calendar days Consultant shall provide Owner with a written notice to
cure. If Owner fails to make payments of such undisputed sums due and owing to Consultant
thirty (30) calendar days after Owner’s receipt of written notice from Consultant, Consultant
may upon seven (7) additional days of written notice to Owner terminate this Agreement and
recover from Owner payment for Services properly performed up to the date of termination.

6

c. Termination Based on Inability to Perform.

This Agreement shall also be subject to termination by the Owner without cause if: (1)
the Owner is prevented from proceeding with the Agreement by law or official action of a
public authority; and/or (2) by the unavailability of Owner Funds.

d. Termination for Convenience.

The Owner also has the right to terminate this Agreement at any time for Convenience.
Should Owner terminate this Agreement for Convenience, Consultant shall be paid as follows:
(i) for all services performed per the requirements of this Agreement up through the date of
termination at the agreed to rate, less payments previously made, less any offsets/back
charges; (ii) the reasonable costs of accounting services, if any, for closing out any
Subconsultant contracts; and (iii) a markup of five percent (5%) on item (i) above. The
compensation set forth in this paragraph shall constitute the exclusive compensation
Consultant is entitled to if the Owner terminates for convenience and shall be in lieu of any
damages Consultant might otherwise contend that it has sustained as a result of such
termination. This paragraph may be interpreted as a liquidated damages remedy.

ARTICLE 6 - NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on
the date personally delivered or, if mailed, five (5) days after deposit of the same in the
custody of the United States Postal Service, when properly addressed, posted and deposited in
the United States mail addressed to the respective parties as follows:
ARTICLE 7 - INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Owner as a material breach of contract. The following insurance must be placed with an insurer admitted to write insurance in the state of California or a non-admitted insurer on the State of California's List of Approved Surplus Lines Insurers (LASLI) and the non-admitted insurer must have a rating of, or equivalent to, A: VIII by A.M. Best Company:

A. Minimum Scope and Limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00

covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies,
either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**B. Other Insurance Provisions.**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO
Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.**

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3. **Notice of Cancellation.**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.**

The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.**

Self-insured retentions must be declared to and approved by the Inglewood City Attorney. The Inglewood City Attorney may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

6. **Claims Made Policies.**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown on the relevant Certificate(s) of Insurance and must be before the Effective Date of the Agreement or the date on which Consultant commences Services.
2. Insurance must be maintained and evidence of insurance must be provided to City for at least five (5) years after completion of Services.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion Services.

7. Verification of Coverage.

The Consultant shall furnish the Inglewood City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before Consultant’s commencement of Services. However, Consultant’s failure to obtain the required documents prior to Consultant’s commencement of Services shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements thereto required by these specifications, at any time.


The Consultant shall require and verify that all of its consultants, subconsultants, contractors, and subcontractors (hereinafter collectively referred to as “Subconsultants”) maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required to be carried by Subconsultants pursuant to this Agreement.

9. Special Risks or Circumstances.

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.


Each policy must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the
insurer has provided the City with written notice thirty (30) days before cancellation, or ten
(10) days written notice for cancellation due to nonpayment of premium.

11. Primary and Non-contributory Coverage Endorsements.

The general liability and professional liability policies must be endorsed to provide that
each policy shall apply on a primary and non-contributing basis in relation to any insurance or
self-insurance, primary or excess, maintained by or available to the City or its officials, officers,
employees, agents and volunteers.

12. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the
City Attorney. All waivers or modifications request are reviewed on a case-by-case basis.

ARTICLE 8 - INDEMNIFICATION

The Consultant agrees to indemnify, defend and hold harmless the City and its officers,
officials, agents (but not including the City’s other consultants or its contractors), employees,
and volunteers (“Indemnites”) from and against any and all claims, demands, costs, losses,
damages and/or liability, including attorney fees, that arise out of, or pertain to, or relate to
the negligence, recklessness, or willful misconduct of the Consultant and its Subconsultants,
employees or agents in the performance of Services under this Agreement, but this indemnity
does not apply to liability for damages arising from the sole negligence, active negligence, or
willful acts of the City; and does not apply to any passive negligence of the City unless caused
at least in part by the Consultant. The City agrees that in no event shall the cost to defend
charged to the Consultant exceed that professional’s proportionate percentage of fault. This
duty to indemnify shall not be waived or modified by contractual agreement or acts of the
Parties.

The Consultant’s duty to indemnify, defend, and hold the City harmless regarding
claims that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the
negligence, recklessness, or willful misconduct of the Consultant, any Subconsultant, anyone
directly or indirectly employed by them, or anyone that they control does not apply to any
passive negligence of the City, except those claims arising from the sole negligence, active
negligence, or willful acts of the City.

To the extent any language of this Article 8 is in conflict with California Civil Code
§2782, then this Article shall be read to be consistent therewith.

ARTICLE 9 - RELATIONSHIP OF PARTIES

No Employer-Employee relationship or Principal-Agent relationship between the
Owner and the Consultant is intended or created by this Agreement. The Consultant is not
authorized and shall not at any time or in any manner represent that it is an agent, servant or
employee of the Owner, it being expressly understood that the Consultant is and at all times
shall remain a wholly independent Consultant.

ARTICLE 10 - NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The Owner has an interest in the qualifications of and capability of the Consultant
which will fulfill the duties and obligations imposed under this Agreement. In recognition of
that interest, the Consultant shall not assign or transfer this Agreement or any portion of this
Agreement or the performance of any of the Consultant’s duties or obligations under this
Agreement without the prior written consent of the Owner. Any attempted unauthorized
assignment shall be ineffective, null and void, and shall constitute a material breach of this
Agreement entitling the Owner to any and all remedies at law or in equity, including summary
termination of this Agreement. The Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same whether by assignment or novation, without
prior written approval of the Owner.

ARTICLE 11 - BOOKS AND RECORDS

Consultant shall maintain any and all documents and records demonstrating or relating
to Consultant’s performance of Services pursuant to this Agreement, including any and all
documents and records demonstrating or relating to Services performed by Consultant’s
Subconsultants. Consultant shall maintain any and all ledgers, books of account, invoices,
vouchers, canceled checks or other documents or records evidencing or relating to Services,
expenditures and disbursements charged to Owner pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public entities and their expenditures.

**ARTICLE 12— AUDITS**

Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated Copies of such documents or records shall be provided directly to the Owner for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Owner's address indicated for receipt of notices in this Agreement. The cost of copying shall be paid for by the Owner.

**ARTICLE 13- OWNERSHIP OF DOCUMENTS**

“Documents” as used in this paragraph means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of the Report, whether existing as electronic files or in hard copy. “Documents” does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any Subconsultants. All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of the termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desired other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested
information to the City within thirty (30) days. The City acknowledges that its alteration of
documents without the consent of the Consultant or the use of the documents for any
purpose other than the Project contemplated by this Agreement, is at the City’s own risk and
without liability to the Consultant.

ARTICLE 14- EQUAL EMPLOYMENT & NON-DISCRIMINATION

Consultant agrees that during the performance of this Agreement, it will not
discriminate against any employee or applicant for employment because of race, religious
creed, national origin, ancestry, physical disability, mental disability, reproductive health
decision making, medical condition, genetic information, marital status, sex, gender, gender
identity, gender expression, age, sexual orientation, or veteran or military status, or any other
legally protected class except as provided in Section 12940 of the Government Code, and every
vendor for the City of Inglewood, including Consultant, violating this section is subject to all
the penalties imposed for a violation of this chapter, California Labor Code §1735, and other
applicable law.

ARTICLE 15- KEY PERSONNEL

Consultant may not replace key staff, set forth in Consultant’s Proposal, unless their
employment is terminated or their replacement is agreed to in advance by the Owner in
writing. The Owner must approve replacement staff before the replacement staff is assigned
to perform Services under this Agreement. Owner reserves the right to request that
Consultant replace a staff person assigned to perform Services under this Agreement in the
event the Owner, in its sole discretion, determines such a replacement is necessary.
Replacement staff in every case is subject to Owner approval before their assignment to
perform Services under this Agreement.

Consultant’s key staff for the Project shall be:

PHASE ONE:

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<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>Jeremy Hart</td>
<td>Principal -in-Charge</td>
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<tr>
<td>Melody Tange</td>
<td>Project Manager</td>
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PHASE TWO:

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<td>Architect, Project Designer</td>
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<tr>
<td>Christ Lentz</td>
<td>Library Programmer</td>
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<tr>
<td>Heather Tapia</td>
<td>Interior Designer</td>
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<tr>
<td>Erik Ring</td>
<td>Mechanical Engineer</td>
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<tr>
<td>Kathereen Shinkai</td>
<td>Civil Engineer</td>
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<tr>
<td>Steve Bakin</td>
<td>Electrical Engineer</td>
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<tr>
<td>Rich Bienvenu</td>
<td>Landscape Architect</td>
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<tr>
<td>Louis Toranzo</td>
<td>Principal, Structural Engineer</td>
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<tr>
<td>Maikol Del Carpio</td>
<td>Structural Engineer, Senior Project Manager</td>
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PHASE THREE:

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</tbody>
</table>
ARTICLE 16 - CONFLICTS OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its Services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the Owner during such time as it is engaged by the Owner pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant financially interested, as provided by California Government Code Section 1090 in any decision made by Owner on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this Article shall preclude Consultant from accepting other engagements with the City.

ARTICLE 17 - RESTRICTIONS ON LOBBYING

By signing this Agreement, Consultant certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any federal Owner, a Member of Congress, an officer or an employee of Congress, or an employee of a Member of Congress in connection with this Agreement;

If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any federal Owner, a Member of Congress, an officer or an employee of Congress or an employee of a Member of Congress in connection with this Agreement, Consultant shall complete and submit all required lobbying disclosure forms and reports;

This certification is a material representation of fact upon which reliance was placed when this Agreement was executed.
ARTICLE 18 - CHANGES, AMENDMENTS AND MODIFICATIONS

Consultant shall not be compensated for any Additional Services rendered in connection with its performance of this Agreement, unless such Additional Services are authorized: (i) in advance of performance of such Additional Services; (ii) in writing by Owner; and (iii) approved by the City Council. Consultant agrees that should Additional Service be performed without prior written approval of the City Counsel, such Additional Services shall be deemed a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim against the City for reimbursement.

ARTICLE 19 - SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 20 - WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any Services performed by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 21 - GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**ARTICLE 22 — EXHIBITS**

Exhibit 1: Request for Qualifications and Proposals;
Exhibit 2: Addenda;
Exhibit 3: Consultant’s Proposal.

All Exhibits to this Agreement referenced above are incorporated herein by reference as if set forth at length hereat as terms, conditions and provisions of this Agreement. All shall be read together as a whole and complimentary to provide the City with the highest quality and quantity of Services to be provided hereunder at the least cost to the City.

**ARTICLE 23 — OTHER**

The Parties waive any benefits from the principles of contra proferentum and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

**ARTICLE 24 — ENTIRE AGREEMENT**

This Agreement, including all Exhibits hereto, is the complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all agreements or understandings, whether oral or written, entered into between the Consultant and the Owner before the execution of this Agreement. No statements, representations or
other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their duly authorized representatives.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

__________________________________________
James T. Butts, Jr.,
Mayor

ATTEST:

__________________________________________
Aisha L. Thompson,
City Clerk

LPA, INC.

DocuSigned by:

__________________________________________
Jon Mills,
Chief Operating Officer

APPROVED AS TO FORM:

__________________________________________
Kenneth R. Campos,
City Attorney
Exhibit No. 1
REQUEST FOR QUALIFICATIONS & PROPOSALS ("RFP")

RFP- 0201

ARCHITECTURAL AND ENGINEERING SERVICES

FOR

INGLEWOOD MAIN LIBRARY RENOVATION PROJECT

CITY OF INGLEWOOD
ONE MANCHESTER BLVD.
inglewood, CA 90301
(310) 412-5301

SUBMISSION DEADLINE:

10:00 a.m. on May 18, 2023
I. PRELIMINARY STATEMENT AND GENERAL DESCRIPTIONS

This City intends to renovate its 74,500 square foot Main Library building located at 101 West Manchester Boulevard, Inglewood, California (the "Building"). The Building was completed on August 18, 1973 and was part of the overall development of the Inglewood Civic Center Complex. The interior and exterior for the Building has remained relatively the same since inception. The Building has four floors that include a basement.

The renovations will include, without limitation: a seismic retrofit of the Building; renovation of the existing interior space; technology upgrades; newly installed technology systems; etc.; plus other intended scopes of work as more fully described generally in other parts of the documents forming a part of this Request for Qualifications and Proposals ("RFP"). All of the foregoing is hereinafter generically referred to as the "Project".

The Project will be constructed using a "Design – Bid – Build" delivery method.

The Total Project Budget is anticipated to be forty million dollars ($40,000,000.00). The Total Project Budget includes, without limitation, all fees and costs related to: construction management services; architectural and engineering services; legal services; permits; entitlements; inspections; demolition; environmental services; construction of the Project; and all other costs, expenses and fees, of any and all kind, related to the Project.

Via this RFP, the City of Inglewood ("City") invites experienced Architectural and Engineering firms, who are interested in receiving a contract to provide: architectural and engineering services for the Project; and to submit Statement of Qualifications and Proposals in response to and in conformance with this RFP ("Proposers").

II. GENERAL PROJECT INTENT AND GOALS

The Project is to meet the following goals:

- Become everyone's first and best choice for life-long learning;
- Is seen as a necessary and important community asset; and
- Is a community destination and gathering place.

The Building is the main part of the Inglewood Library system and is an integral part of the well-being of the City by providing educational resources to connect and enrich a community of over 113,000 residents. This Project should further these goals in the most cost effective and environmentally friendly manner possible.
A generalized description of areas that may be addressed with City/Community input are as follows:

- Interior re-imagining/reconfiguring of the Building that better meets the needs of the public with an emphasis on future flexibility;
- Unique main library entry that is highly visible and inviting yet matches the esthetics of the surrounding civic buildings;
- Above grade 3rd floor flexible meeting room space, and possibly other areas, that can be available for private use when not being used by the public. This space will also be used to display revolving art pieces that can be secured and may also be used for cooking classes and hosting events for which food must be prepared, cooked, and stored on site;
- Update electrical infrastructure throughout the building to meet ever evolving technology needs;
- Incorporate flexible IPad check out machines that can accommodate 36 tablets with space for additional machines;
- Update the above grade 1st Floor Children’s Library to be both whimsical and engaging;
- Update the teen-center located in the basement and/or provide recommendations for another space in the building that is better suited for this activity; and, without limitation,
- A seismic retrofit that will include strengthening and bracing throughout the building to address potential damage from future earthquakes. Fully permitted seismic retrofit construction documents have been completed.

III. GENERAL DESCRIPTION OF SERVICES SOUGHT BY THIS RFP.

The successful Proposer is intended to be the Project Architect of Record and the Project Engineer of Record (hereinafter referred to as “Consultant”). The City does not intend for the Consultant to actively manage the construction and/or the schedule of the Project’s General Contractor, to be retained by City via a separate procurement. Rather, the City has engaged a construction management firm (“CM”) to oversee the...
General Contractor’s work, including but not limited to the General Contractor’s construction activities, as well as the General Contractor’s adherence to the Project schedule and budget. CM will also oversee and assist Consultant in the performance of its services. There will be independent inspectors to inspect the Project as required by law.

The Consultant’s services will take place during several distinct periods/phases, generally described as follows:

A. **Pre-Construction and Collaboration Services – Phase One:**

These services shall include, without limitation, in coordination with CM, to conduct community outreach efforts to obtain input from community members regarding desired design and program features of Project. Reporting back to City and CM regarding input obtained from community outreach efforts and suggested design approach resulting from same for City’s review and comment. For more detail on such Services, see Attachment 9 hereto.

**Proposed Duration:** Anticipated to be August 2023 through January 2024 (approximately 6 months). See Attachment 9 hereto for service requirements for this Phase.

B. **Design through City and Agencies Having Jurisdiction Approvals Services – Phase Two:**

**Proposed Duration:** The following Pre-Construction and Design Services will have a total anticipated duration of February 2024 through April 2025 (approximately 15 – months).

See below and Attachment 9 for more service requirements for this Phase.

1. **Programming and Project Criteria Development Services**

   Based on input received during community outreach and pre-design phase, the City’s comments thereto, and in collaboration with the City and CM, Consultant shall establish the performance criteria and requirements to which the Project will be designed and constructed ("Program and Criteria") and submit to City and CM for approval. For more detail on such Services, see Attachment 9 hereto.

2. **Design through City and Agencies Having Jurisdiction Approval Services**

   Consultant shall design and prepare schematic drawings, design development drawings and 100% construction drawings/documents...
all in compliance with the City approved Final Programming and Project Criteria. Consultant shall also secure all required Project approvals from Agencies Having Jurisdiction over the Project. For more detail on such Services, see Attachment 9 hereto.

3. **General Contractor Procurement Assistance Services**

Consultant shall assist City and CM during the procurement of the Project’s General Contractor by providing services that include, but are limited to, reviewing and commenting on draft Request for Qualifications and Bids before the posting of same; assisting City and CM with preparation of responses to Requests for Clarifications submitted by Bidders; and reviewing and commenting on the Statements of Qualifications and Bids submitted by Bidders. For more detail on such Services, see Attachment 9 hereto.

C. **Construction Related Services through Project Close Out – Phase Three:**

**Proposed Duration:** Construction Administration Assistance Services will have an anticipated total duration of May 2025 through June 2026 (approximately 14 – months).

1. **Construction Administration Assistance Services**
Consultant shall assist CM in ensuring General Contractor is constructing the Project pursuant to the construction drawings/documents. Consultant shall assist City and CM in preparing responses to Requests for Information submitted by General Contractor.

2. **Final Project Approvals and Closeout Services**
Consultant shall ensure that the City and all Agencies Having Jurisdiction approvals are obtained pursuant to the Contract Documents and to ensure the City acquires beneficial occupancy and use of Project pursuant to the Project completion schedule.

See Attachment 9 for more detail on such services.

IV. **PRE-PROPOSAL ACTIVITIES**

*The following are also tentative dates for Pre-Proposal activities leading up to the submission of Qualifications and Proposals for the procurement of the Consultant. All dates are subject to change at the discretion of the City:*

Request for Qualifications & Proposals (RFP- 0201)  
Architectural and Engineering Services  
Main Library Renovation Project
• **April 27, 2023**: Job Walk at 9:00 a.m., meet location will be posted to Planet Bids;

• **May 4, 2023**: Deadline for Proposers to submit questions to City via Planet Bids website;

• **May 11, 2023**: Deadline for City to respond to questions submitted by Proposers. Responses will be posted to the Planet Bids website;

• **May 18, 2023**: Proposer’s Proposal Submission Deadline by 10:00 a.m.;

• **May 18, 2023**: Opening of Statement of Qualifications and Proposals at 11:00 a.m. – Purchasing Department Office;

• **May 25, 2023**: Results posted to Planet Bids website. City will announce if clarifications, interviews, negotiations, etc. will be required or announce and post the name of the successful Proposer to Planet Bids website; and

• **June 13, 2023**: City Staff takes potential award of Agreement with successful Proposer to City Council.

V. **NOTICE AND REQUEST FOR QUALIFICATIONS & PROPOSALS**

By this RFP the City is requesting qualifications and pricing proposals (collectively referred to hereinafter “Proposals”) from interested Proposers interested in providing Architectural and Engineering services for the Project as more specifically described hereinbelow.

Proposers are to submit their Proposals to the RFP in the format described in Section VI. below.

Following receipt of the Proposals, the City reserves the right to request clarifications from, conduct interview(s) with, and/or negotiate with, any or more than one of the Proposers. City Staff will then make a recommendation to the City Council for the award of the professional services agreement to the successful Proposer for the services requested by this RFP. The SAMPLE Agreement is found as Attachment 8 to this RFP and currently intended Exhibits thereto are identified in Article 23 thereof.

All information submitted to the City pursuant to this RFP shall become the property of the City and will be returned to the Proposers at the City's option.

This RFP seeks Qualifications from the Proposers for the services as set forth in all of the RFP documents, including Attachment 9 hereto.
This RFP seeks separate pricing from the Proposers for each phase of services as set forth in Attachment 2 hereto.

The Agreement between Consultant and the City will be awarded pursuant to this RFP based upon the authority of the City to award such contracts using a qualification, pricing, and perhaps negotiation basis, upon the authority provided to the City by the Charter of the City of Inglewood, the City of Inglewood's Municipal Code, and other applicable law.

The anticipated duration of the Consultant's Agreement with the City is expected to begin in August 2023 and last through June 2026.

The anticipated timeframe for the procurement of the General Contractor for the Project is April 2025.

The anticipated duration for construction of the Project by the General Contractor is from May 2025 through June 2026 and construction will start once the Consultant has obtained approval of the Construction Documents and secured all necessary permits, entitlements, and approvals.

All anticipated timelines set forth above are approximations and subject to change at the City's sole discretion.

VI. RESPONDING TO THIS REQUEST FOR PROPOSAL

While qualifications have been requested by this RFP, they will be considered along with other information contained in each Proposal, including pricing and other information requested by this RFP. Qualifications will be evaluated based upon the Proposer's Team Members identified in the information submitted for the three (3) Phases for which Services are requested and the relative experience each Team Member proposed for the Project based upon, without limitation, similar past projects of this type which each Team Member has been involved. Proposed Team Members must and shall be committed to provide Services for the duration of each Phase for which they are proposed, and the Consultant must guarantee same, subject only to the exceptions listed elsewhere in the RFP documents.

The City reserves the right to reject all Proposals and to terminate the RFP process at any time.

Proposers are at their own risk and expense for all costs, expenses and fees incurred by a Proposer in preparing a Proposal to this RFP. The City is not responsible and/or liable therefore. By submitting a Proposal, the Proposer acknowledges and agrees that it shall do so at its own cost and expense and without reimbursement or compensation of any kind from the City.
A. **Instructions.**

Your Proposal must be submitted using the following format and contain the following content:

The Proposal should be concise, well organized. The Proposal shall be no longer than 100 pages on 8 ½” x 11” paper.

*Each Proposal is required to follow the format specified below.*

The content must be clear, concise, and complete.

Each section shall be tabbed according to the numbering and lettering system shown below to aid in expedient information retrieval.

B. **Format.**

The Proposal shall follow the following format:

1. **Proposal Cover Page.**

   Include:

   (i) the RFP’s title;
   (ii) the submission date; and
   (iii) the name, address, fax number, email address, and telephone number of Proposer.

2. **Table of Contents.**

   Include a complete and clear listing of headings and pages to allow easy reference to key information using the lettering heading system set forth below.

3. **Cover Letter.**

   The Cover Letter shall include:

   (i) a sentence that the Proposal is submitted in response to this RFP;
   (ii) any requested changes to the terms, conditions, and/or provisions of the Sample Professional Services Agreement (Attachment 8 to the RFP), by specifically identifying:
(a) the specific term(s), condition(s), and/or provision(s) that are being requested to be changed;
(b) all specific alternative language requested;
(c) a detailed explanation as to why the alternative language is requested; and
(d) that the signatory and/or signatories on the Cover Letter are authorized to submit and bind the company/firm.

4. Mandatory Attachments that Must be Submitted with Proposal.

For Section VI.B.4, fill out and submit as part of your Proposal the following:

Attachment 1: Team Matrix, CV’s, and Proposed Plan for Performance of Services for Each Phase;
Attachment 2: Names, Titles, Hourly Rates, and Not to Exceed Amount Per Phase;
Attachment 3: Acknowledgement of Addenda;
Attachment 4: Representations and Certifications Form;
Attachment 5: Conflict of Interest Certification Form;
Attachment 6: Authorization to Release Information Form; and
Attachment 7: Non-Collusion Declaration

Follow any additional instructions contained in the above referenced forms and attach any additional documents and/or information called for therein as part of your Proposal.

C. Where and How to Submit Proposal.

Submission of Proposals, in hard copy form, go to:

Purchasing Department Office
1 West Manchester Boulevard, 8th Floor
Inglewood, California 90301

On the outside of the envelope you must write:

Request for Qualifications & Proposals (RFP- 0201)
VII. Requests For Clarifications Regarding RFP

All Requests for Clarifications ("RFC’s") regarding this RFP shall be submitted via the Planet Bid website on or before the May 4, 2023 deadline.

All RFC’s shall be submitted only to the Planet Bid website which is:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

Select Bid Opportunities to view RFP-0201 A/E Services for Renovation of Inglewood Main Library Project.

Questions received after this date will not be answered unless the City determines otherwise and extends the Proposal Deadline.

The City will respond, in its discretion, or may decline to respond thereto, on or before May 11, 2023.

Only questions answered by Addenda posted to Planet Bids will be binding.

VIII. GENERAL INFORMATION

A. Compliance. Proposals must be in strict accordance with the requirements of the RFP. Any Proposal not submitted in accordance with the requirements of the RFP may not be considered in the City’s sole discretion.

B. Addendums. The City reserves the right to cancel or revise in part or its entirety this RFP, at any time. If the City cancels or revises this RFP, all Proposers will be notified by Addenda. The City also reserves the right to extend the date by which Proposals are due and issue any other Addendums as it deems appropriate. All Addendums will be posted to Plant Bids. It is a Proposer’s sole responsibility for checking the Planet Bids website daily for this procurement to determine if any Addenda have been issued. The City will not send out Addenda any other way. By submitting a Proposal to this RFP, every Proposer acknowledges and agrees to follow this process solely at its own risk and expense.

C. Late Proposals. It is a Proposer’s responsibility to ensure that its Proposal is received by the City on or before the Proposal Deadline then specified. Proposals received after the date and time specified may not be considered at the City’s sole discretion.
D. **Public Record.** All Proposals submitted in response to the RFP become the property of the City and as such become public records (with the exception of financial information) and therefore may be subject to public view.

E. **Incomplete and/or Incorrect Information in a Proposal.** Proposals containing such information, whether obvious from the face of the documents submitted, or determined to be such based upon due diligence efforts of the City and/or its representatives, may be cause for immediate disqualification. Issuance of this RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of a Proposal to this RFP. The City reserves the right to request additional information or clarification during the evaluation process. The City retains the right to reject any or all Proposals.

F. **Qualification, Proposal Evaluation and Scoring Criteria.** The City will review all of the submissions received to ensure compliance with the requirements of the RFP. The submissions will be evaluated and scored according to the criteria Categories listed below:

- Conformance to the specified RFP submittal format (0 to 100 points);
- Organization, presentation, and content of the Proposal (0 to 100 points);
- Team Matrix and Proposed Plan for Performance of Services for Each Phase (Attachment 1) (0-350 points); and
- Hourly Rates and Not To Exceed Amount Per Phase (Attachment 2) (0-350 points).
- There are a total of 900 points available.

- **Failure to attend the Job Walk will result in a deduction of 200 points from the Scoring Criteria total.**

Regarding the range of points available as described above, scores will be assigned in each Scored Category based on four scoring levels, per Category, as follows:

(i) "**Unsatisfactory Response**" will receive 0% of a Category's maximum point total;
(ii) "**Satisfactory Response**" will receive 25% of a Category's maximum point total;
(iii) "**Above Average Response**" will receive 75% of a Category's maximum point total; and
(iv) "**Excellent Response**" will receive 100% of a Category's maximum point total.
An "Unsatisfactory Response" is defined as where a submission contains: all requested and required documents as called for by the RFP; however, all submission Categories set forth information that is not consistent with, and/or is contrary to, the goals, intent, specific services, and information requested and required by the RFP for all such Categories (e.g., a Proposer has complied with the required form of the submission as set forth in the RFP, but not all requested content required by the RFP is included in its Proposal);

A "Satisfactory Response" is defined as where a submission contains: all requested and required documents as called for by the RFP; however, one or more of the Categories sets forth information that is not consistent with, and/or is contrary to, the goals, intent, specific services, and/or information for a or more than one such Categories (e.g., a Proposer has complied with the form of the required submission as set forth in the RFP, and has also complied with most of, but not all, of the requested content required by the RFP);

An “Above Average Response” is defined as where a submission contains: all requested and required documents as called for by the RFP; all of the Categories set forth information that is consistent with, and/or not contrary to, the goals, intent, specific services, and information requested for all Categories; but the submission information leads a Scorer to have some reasonable doubts that the Proposer can provide the highest quality of services at a good price, as required by the RFP for the Project (e.g., a Proposer has complied with the form and content of the RFP; and has also demonstrated in its submission that it can provide above average services for a good price to the City for the Project); and

An “Excellent Response” is defined as where a submission contains: all requested and required documents as called for by the RFP; all of the Categories set forth information that is consistent with, and/or not contrary to, the goals, intent, specific services, and information requested for all Categories; and leaves no reasonable doubt in the Scorer's mind that the submission information demonstrates that the Proposer can provide the highest quality of services at the best price, as required by the RFP for the Project (e.g., a Proposer has complied with the form and content of the RFP; and has also demonstrated in its submission that it can provide excellent services for the best price to the City for the Project).

G. The Proposer who scores the highest is not guaranteed the award of the Contract. The scoring will only be used to rank the Proposers from highest points received to lowest points received. Such ranking shall only be used for the purpose of identifying Qualified Proposers and for the City to decide whether to conduct negotiations and/or ask for "final and best offers".
H. **Negotiations.** If the City determines to conduct negotiations, after the negotiations are concluded, the City retains all rights as stated in the RFP, including without limitation, the right to cancel the procurement in its entirety and/or ask for "final and best offers" from the Proposers. If the latter occurs, negotiations and/or further negotiations may be had at the City’s discretion.

I. **Other.** Attachments 1 - 9 are an integral part of this RFP and are incorporated by reference herein as if set forth at length hereat.

All Proposers are notified to read all such Attachments and comply with the instructions contained in same.

[Last Page, but see Attachments 1 through 9 hereto which are an integral part hereof]
TEAM MATRIX AND
PROPOSED PLANS FOR PERFORMANCE OF SERVICES PER PHASE

I. INTRODUCTION:

• This form will be posted to Planet Bids as a PDF. However, it will also be posted to Planet Bids as a WORD Document. Use this form, as a WORD document, and include it and your responses hereto in your Proposal in response to the Request for Qualifications and Proposal (“RFP”) as required in the RFP.

• You can increase the number of rows in the tables provided below in responding to this Attachment 1, as needed.

• Please see also Attachment 9 in formulating your responses below; and

• There is no limitation on the number of pages you submit as part of your Attachment 1.

II. PROPOSED TEAM MATRIX AND PLAN FOR EACH PHASE OF SERVICES:

• Please fill in the appropriate information being requested in the tables below.

[Go on to next page]
A. Pre-Design and Collaboration Services – Phase One:

1. Proposed Team Members:

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Individual's Employer</th>
<th>Individual's Title/Position for this Project</th>
<th>Individual's Number of years employed by Proposer</th>
<th>Have you attached Individual's CV (yes/no)?</th>
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Create additional lines as needed in the WORD Document or use additional pages if needed and attach same to your Proposal.

[insert such information above and attach CV's at the end of this Attachment 1]

2. Proposed Plan Described for Phase One Services:

Using an attachment, provide a written narrative: (i) detailing how you intend to perform the Basic Services required of you per the RFP for Phase One Services; and (ii) detailing what more Basic Services, if any, the City should consider to achieve the Project's goals especially for Phase One.

[Go on to next page]
B. Design through City and Agencies Having Jurisdiction Approvals Services—Phase Two

1. Proposed Team Members:

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<tr>
<th>Individual’s Name</th>
<th>Individual’s Employer</th>
<th>Individual’s Title/Position for this Project</th>
<th>Individual’s Number of years employed by Proposer</th>
<th>Have you attached Individual’s CV (yes/no)?</th>
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Create additional lines as needed in the WORD Document or use additional pages if needed and attach same to your Proposal.

[insert such information above and attach CV’s at the end of this Attachment 1]

2. Proposed Plan Described for Phase Two Services:

Using an attachment, provide a written narrative: (i) detailing how you intend to perform the Basic Services required of you per the RFP for Phase Two Services; and (ii) detailing what more Basic Services, if any, the City should consider to achieve the Project’s goals especially for Phase Two.

[Go on to next page]
C. Construction Related Services through Project Close Out – Phase Three:

1. **Proposed Team Members:**

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<th>Individual's Name</th>
<th>Individual's Employer</th>
<th>Individual's Title/Position for this Project</th>
<th>Individual's Number of years employed by Proposer</th>
<th>Have you attached Individual's CV (yes/no)?</th>
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Create additional lines as needed in the WORD Document or use additional pages if needed and attach same to your Proposal.

*insert such information above and attach CV's at the end of this Attachment 1*

2. **Proposed Plan Described for Phase Three Services:**

Using an attachment, provide a written narrative: (i) detailing how you intend to perform the Basic Services required of you per the RFP for Phase Three Services; and (ii) detailing what more Basic Services, if any, the City should consider to achieve the Project’s goals especially for Phase Three.

*End of Attachment 1 Form*
I. INTRODUCTION:

- This form will be posted to Planet Bids as a PDF. However, it will also be posted to Planet Bids as a WORD Document. Use this form, as a WORD document, and include it and your responses hereto in your Proposal to the Request for Qualifications and Proposal (“RFP”) as required in the RFP;

- In addition to the Hourly Rates you submit in response to this Attachment 2, you are being requested and required to propose below a Lump Sum Not to Exceed Amount for each Phase of the Basic Services requested and what more Basic Services, if any, that you believe are needed to achieve the Project’s Goals per Phase.

- You can increase the number of rows in the tables provided below in responding to this Attachment 2, as needed by using the WORD version posted to Planet Bids and including it in the Proposal you submit to the City Clerk’s Office;

- Please see also Attachment 9 in formulating your responses below; and

- There is no limitation on the number of pages you submit as part of this Attachment 2.

[Go on to next page]

---

1 The Hourly Rates are “fully burdened”. The Hourly Rates shall be used to calculate fees for Basic Services and any Additional Services authorized by the City per the Professional Services Agreement.
II. **AMOUNTS PER PHASE:**

Please fill in the appropriate information being requested in each of the tables below:

A. **Pre-Design and Collaboration Services – Phase One:**

1. **Proposed Team Members and Hourly Rates:**

<table>
<thead>
<tr>
<th>Individual’s Name</th>
<th>Individual’s Employer</th>
<th>Individual’s Title/Position for this Project</th>
<th>Fully Burdened Hourly Rate</th>
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Create additional lines as needed in the WORD document or use additional pages if needed and attach same to your Proposal.

2. **Proposed Not to Exceed Amount for Phase One Services:**

Based upon your narrative in Attachment 1 for **Pre-Design and Collaboration Services**, provide a proposed Not to Exceed Amount for the Basic Services required of you per the RFP for Phase One Services and what more Basic Services, if any, that you believe are needed to achieve the Project’s goals during the performance of Phase One Services.

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### B. Design through City and Agencies Having Jurisdiction Approvals Services – Phase Two:

1. **Proposed Team Members and Hourly Rates:**

<table>
<thead>
<tr>
<th>Individual’s Name</th>
<th>Individual’s Employer</th>
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Create additional lines as needed in the WORD document or use additional pages if needed and attach same to your Proposal.

2. **Proposed Not to Exceed Amount for Phase Two Services:**

Based upon your narrative in Attachment 1 for Design through City and Agencies Having Jurisdiction Approvals Services, provide a proposed Not to Exceed Amount for the Basic Services required of you per the RFP for Phase Two Services and what more Basic Services, if any, that you believe are needed to achieve the Project’s goals during the performance of Phase Two Services.

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C. **Construction Related Services through Project Close Out – Phase Three:**

1. **Proposed Team Members and Hourly Rates:**

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<th>Individual’s Name</th>
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Create additional lines as needed in the WORD document or use additional pages if needed and attach same to your Proposal.

2. **Proposed Not to Exceed Amount for Phase Three Services:**

Based upon your narrative in Attachment 1 for **Construction Related Services through Project Close Out**, provide a proposed Not to Exceed Amount for the Basic Services required of you per the RFP for Phase Three Services and what more Basic Services, if any, that you believe are needed to achieve the Project’s goals during the performance of Phase Three Services.

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[End of Attachment 2 Form]
ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt and review of all Addenda issued, if any, for this Request Qualifications and Proposals by indicating below the Addendum No. and Date thereof, as well as signing this form and returning it with your Proposal.

*Each Proposer is required and shall submit a signed version of this Form:* Failure to do so can result in a determination by the City that the Proposal is non-responsive.

**PROJECT NAME:** Inglewood Main Library Renovation Project

**PROCUREMENT:** RFP - 0201

**Architectural and Engineering Services**

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Date: 

Proposer: 

By: 

Its: 

Attachment 3 - Acknowledgment of Addenda (RFP- 0201)

Architectural and Engineering Services

Main Library Renovation Project
The Proposer shall submit this form with the Proposer's Proposal. Failure to do so can result in a determination by the City that the Proposal is non-responsive.

Without limitation on any other statements or representations made, the Proposer identified below hereby makes the following Representations and Certifications to the City of Inglewood (“City”):

1. Each portion of the Proposal submitted by him, her and/or it, fully complies with the requirements of the Request for Qualifications and Proposals (“RFP”);

2. All of the statements and representations made, or incorporated by reference, submitted with the Proposal are true, correct, and materially complete;

3. The matters stated in the Proposal are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true;

4. Each person who signed a document that is included in the Proposal was, at the time of signing, and for the duration of Proposer's participation in the RFP process shall remain, authorized to so sign on behalf of and to bind the Proposer;

5. If the Proposer is a corporation, limited liability company, or limited partnership, each represents that it is, and for the duration of its participation in the RFP process shall remain, registered with the Office of the Secretary of State for the State of California and authorized under applicable laws to do business in the State of California with a legal status determined by said Office of the Secretary of State of “active and in good standing”;

6. At the time of submission of the Proposal, and for the duration of the RFP process, Proposer shall possess all licenses that he, she and/or it is required to hold under the provisions of the RFP process and/or that he, she and/or it is required to hold under applicable laws in order to perform the services and work contemplated by the RFP;

7. At all times during its participation in the RFP process, Proposer shall be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well any similar provisions of applicable laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens;

8. Proposer, being familiar with California Government Code §§1090 et. seq. represents that it/they does/do not know of any facts occurring in connection with the Proposer's preparation for, or participation in, the RFP process that constitute a violation thereof and has disclosed to the City in its/their “Conflict of Interest Certification(s)” and/or any possible interests, direct or indirect, which Proposer believes
any official, officer, agent, or employee of the City, or any department thereof, has that might cause such
official, officer, agent, or employee to be "financially interested" (as that term is defined the aforesaid statutes)
in any decision made by the City in connection with the RFP process; that is the subject of these
Instructions;

9. For projects over $1 Million, and in accordance with Public Contract Code section 2204 (a), the Proposer
certifies and represents that at the time the Proposal is submitted, he, she and/or it is not identified on a list
created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public
Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public
Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section
2202.5, as applicable. Proposer is cautioned that making a false certification and representation may subject
the Proposer to civil penalties, termination of an existing contract, and ineligibility to bid and/or propose on a
contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer
agrees that submission of the Proposal shall constitute such certification and representation;

10. The Proposer is not aware of any facts that would materially impair his, her, and/or its financial ability to
perform the Scope of Services sought by the RFP process;

11. The Proposer does not lack sufficient liquid assets to pay his, her and/or its debts as and when they fall due;
and

12. The Proposer will conform to and abide by all other laws applicable to this procurement and Project existing at
the time of procurement.

Date: __________________________

Name of Proposer

______________________________

Signature

______________________________

Name of Person Signing (please type/print)

______________________________

Office or Title

Attachment 4 - Representations & Certifications Form
(RFP-02011)
Architectural and Engineering Services
Main Library Renovation Project
CONFLICT OF INTEREST CERTIFICATION

The undersigned Proposer hereby certifies that:

1. No officer, director, agent, employee, or affiliate of the Proposer has, and none of the consultants, subconsultants, contractors, and/or subcontractors (“consultants”) that Proposer has identified in its Proposal to the RFP have, a financial interest in any consultant or contractor currently under agreement to perform work or services for the City and/or any of its Departments, except for the following:

   (identify herein above any such information)

2. No officer, director, agent, employee, or affiliate of the Proposer has received or given, and none of the consultants that Proposer has identified in its Proposal have, received or given, either directly or indirectly through an intermediary, any gift or gratuity to any person and/or firm or contractor currently under agreement to perform work or services for the City and/or any of its Departments, nor has/have received and/or given any gift or gratuity to any official, officer, agent, or employee of the City and/or any of its Departments, except for the following:

   (identify herein above any such information)

3. No officer, director, agent, employee, or affiliate of the Proposer has, and none of the consultants that Proposer has identified in its Proposal to the RFP have, any family affiliation or business relationship with any official, officer, agent, or employee of any person and/or firm or contractor currently under agreement to perform work or services for the City and/or any of its Departments, nor has/have any family affiliation or business relationship with any official, officer, agent, or employee of the City and/or any of its Departments, except for the following:

   Attachment 5 – Conflict of Interest Form
   (RFP- 0201)

   Architectural and Engineering Services

   Main Library Renovation Project
4. No portion of the services covered by the Proposer's Proposal in response to the RFP is anticipated to be performed by a person or entity that is already providing, or that Proposer has reason to believe may provide in the future, services, advice, or consultation to: (1) the City; (2) and/or (2) any person, firm, or contractor retained by the City in connection with the Main Library Renovation Project, except for the following:

(identify herein above any such information)

5. The Proposer does not know of any other circumstances, not described above, that create or could be reasonably interpreted as creating, a conflict of interest, except for the following:

(identify herein above any such information)

6. The Proposer agrees to assume a continuing duty to disclose to the City any circumstances that may arise in the future during the procurement process and during the performance of any professional services for the City within the scope of the requests for disclosure of conflicts of interests as stated above and/or as not permitted by applicable law.

Proposer: ____________________________________________

Signature: ____________________________________________

Name and Title: _________________________________________

Date: _________________________________________________
AUTHORIZATION TO RELEASE INFORMATION

The undersigned Proposer hereby authorizes and provides consent to the City to obtain information from third parties, including, but not limited to any individual(s) or individual representative(s) of any firm(s), entity(ies) or organization(s) listed in the Proposal for the purpose of verifying the information provided by the Proposer, or for any other purpose related to the evaluation of Proposer's Proposal and/or qualifications.

Proposer recognizes that to ensure the effectiveness of the procurement process, such third parties must be able to speak frankly and openly. Accordingly, Proposer hereby fully and unconditionally provides authority to such third parties to release such information and to speak freely with the City and its representatives, and also hereby releases and discharges such third parties, and the firms, entities and organizations they represent, from any claim or liability relating to information provided by it/him/her/them to the City and/or its representatives in connection with the processing, investigation, and evaluation by the City of the Proposer's Proposal and/or qualifications.

Proposer hereby certifies that Proposer's signature below represents its complete agreement hereto.

Name of Proposer

Signature

Title

Date

Attachment 6 – Authorization to Release Information Form
(RFP- 0201)
Architectural and Engineering Services
Main Library Renovation Project
NON-COLLUSION DECLARATION

THE UNDERSIGNED DECLARES:

I am the ___________________________ of ___________________________, the Proposer who is submitting the
(title) (name of firm submitting Proposal)
Proposal being submitted with this Declaration for the subject Project identified herein.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The Proposal is genuine and not collusive or a sham.

Our Firm and I has/have not directly or indirectly, engaged in any of the following:

- induced or solicited any other Proposer to put in a false or sham Proposal;
- colluded, conspired, connived, or agreed with anyone else to put in a sham Proposal or to refrain from Proposing;
- sought by agreement, communication, or conference with anyone to fix any aspect of the Proposal; and
- submitted his, her, or its Proposal or any breakdown or portion thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, or person, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

All statements contained in the Proposal I / we have submitted are true and complete.

Any person executing this Declaration on behalf of the Proposer, that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that I have full power to execute, and do execute, this Declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___________________________ [date], at ___________________________ [city], ___________________________ [state].

[Typed/Printed Name of Proposer]

_______________________________________

[Signature of Proposer (if individual) or its Officer]

_______________________________________

[Officer/Title Designation]

Attachment 7 – Non-Collusion Declaration Form
(RFP- 0201)

Architectural and Engineering Services

Main Library Renovation Project
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ______ day of ______, 2023 ("Effective Date"), by and between the City of INGLEWOOD (hereinafter referred to as "Owner" or "City"); a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and ___________________________ ("Consultant") with its principal place of business at ___________________________, for the professional services to be performed hereunder regarding the Main Library Renovation Project ("Agreement"). The Owner and the Consultant are hereinafter sometime referred to individually as "Party" and/or collectively as the "Parties". This Agreement, the Exhibits, and Amendments are hereinafter also collectively referred to as the "Agreement" and/or "Contract Documents".

RECITALS

WHEREAS, Owner intends to renovate the Inglewood Main Library located at 101 West Manchester Boulevard, Inglewood, California 90301 as more specifically described in the Agreement and/or Contract Documents ("Project");

WHEREAS, Owner intends to ultimately build the Project by awarding a construction contract to the lowest responsive and responsible bidder pursuant to the City of Inglewood Charter, the City’s Municipal Code, Public Contract Code sections 20160 – 22169 et seq., and other applicable laws, after retaining Consultant under this Agreement;

WHEREAS, Owner recognizes that it is in need of the professional services of a firm with substantial architectural and engineering experience to provide the various scope of services called for by this Agreement for the Project ("Services");

WHEREAS, Consultant holds itself out as properly and appropriately licensed, willing, capable, and competent to provide the Services;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties hereto mutually agree as follows:

Attachment 8 - Sample Professional Services Agreement

(RFP – 0201)

Architectural and Engineering Services

Main Library Renovation Project
For and in consideration of the payments and agreements hereinafter mentioned, made and performed by Owner, Consultant agrees to the following:

TERMS, CONDITIONS AND PROVISIONS

The Recitals set forth above are incorporated herein as terms, conditions and provisions of this Agreement.

ARTICLE 1 - PROJECT DESCRIPTION

The City intends the Project to meet the following goals:

• Become everyone's first and best choice for life-long learning.
• Is seen as a necessary and important community asset; and
• Is a community destination and gathering place.

The Inglewood Main Library is the main part of the Inglewood Library system and is an integral part of the well-being of the City by providing educational resources to connect and enrich a community of over 113,000 residents. This project should further these goals in the most cost effective and environmentally friendly manner possible.

A generalized description of areas that must be addressed with City/community input are as follows:

• Interior reimagining/reconfiguring of the Inglewood Main Library that better meets the needs of the public with an emphasis on future flexibility;
• Unique main library entry that is highly visible and inviting yet matches the features of the surrounding civic buildings;
• Above grade 3rd floor flexible meeting room space, and possibly other areas, that can be available for private use when not being used by the public. This space will also be used to display revolving art pieces that can be secured and may also be used for cooking classes and hosting events for which food must be stored, refrigerated, cooked, and prepared on site;

Attachment 8 - Sample Professional Services Agreement
(RFP - 0201)
Architectural and Engineering Services
Main Library Renovation Project
• Update electrical infrastructure throughout the Inglewood Main Library to meet ever evolving technology needs;
• Incorporate flexible iPad check out machines that can accommodate thirty-six (36) tablets with space for additional machines;
• Above grade update to the 1st Floor of the Children’s Library to be both whimsical and engaging;
• Update the teen-center located in the basement and/or provide recommendations for another space in the building that is better suited for this activity; and without limitation,
• A seismic retrofit that will include strengthening and bracing throughout the Inglewood Main Library building to address potential damage from future earthquakes. Fully permitted seismic retrofit construction documents have been completed.

The Project will be constructed via a design-bid-build delivery method. The City intends to ultimately award a construction contract to the lowest responsive and responsible bidder via a competitive bidding process to construct the Project following the entering into of this Agreement with Consultant (“General Contractor”). The General Contractor will be responsible for the ultimate construction of the Project.

**ARTICLE 2 - SCOPE OF SERVICES**

The Consultant is intended to be the Project Architect of Record and the Project Engineer of Record. The City does not intend for the Consultant to actively manage the construction and/or the schedule of the General Contractor. Rather, the City has engaged a construction management firm (“CM”) to oversee the General Contractor’s work, including but not limited to the General Contractor’s construction activities, as well as the General Contractor’s adherence to the Project schedule and budget. There will be independent inspectors to inspect the Project as required by law.

Attachment 8 - Sample Professional Services Agreement
(RFP - 0201)

Architectural and Engineering Services
Main Library Renovation Project
The Consultant shall provide all of the Services required by this Agreement as an advisor and consultant to the Owner and act on the Owner’s behalf as described herein below.

In addition to the obligations and requirements of Consultant to be performed by Consultant set forth elsewhere in the Agreement, Consultant is being retained to consult, advise, represent, and protect the City’s interests regarding the Project and to provide all of the Services described herein, and/or which are reasonably necessary to achieve the intent of the Agreement. The Services Consultant shall provide include, but are not limited to, the Services listed as follows:

A. OVERVIEW OF CONSULTANT SERVICES.

The Services required of Consultant under this Agreement are further defined hereinbelow and in Exhibits 1, 2 and 3 which are attached hereto and incorporated herein by reference as if fully set forth hereat.

The Services will be performed by Consultant generally in the following chronological order:

1. All professional design and engineering services, whether provided by Consultant or its Subconsultants, necessary for the complete and coordinated design and construction of the Project;

2. Architectural services (including, without limitation, interior design and related services such as planning, coordination and updates in connection with the selection, procurement, or installation of furniture, furnishings and equipment);

3. Engineering and related design services for civil, structural, mechanical (including HVAC), plumbing, fire/life safety (including, without limitation, fire protection/fire sprinklers) and electrical engineering;

Attachment 8 - Sample Professional Services Agreement

(RFP – 0201)

Architectural and Engineering Services

Main Library Renovation Project
4. Professional specialty services as set forth in any Exhibit to this Agreement or other document issued with the RFP for the Project;
5. Specifications of all hardware;
6. Construction cost estimating;
7. Architectural, structural, mechanical; electrical engineering; civil engineering (on and off site), interior finishes, landscape design, above and below grade utilities, Statements of Probability, Construction Cost, and all other services and work required to provide the City with a fully functioning Project as portrayed in the 100% Construction Documents approved by the Agencies Having Jurisdiction over the Project as required;
8. A complete set of technical specifications for all aspects of the Project;
9. Construction administration and other obligations as required by this Agreement;
10. Meet, as needed, with City staff, the City Council, community organizations, other City consultants, including but not limited to the CM, and City administration for Project development, execution and administration before and during construction;
11. Review and comment on the City prepared Request for Qualifications and Bids prior to posting of same by which the General Contractor will be selected;
12. Assist with the City’s and CM’s preparation of responses to Requests for Qualifications during the Project’s General Contractor Request for Qualifications and Bids process;
13. Review and comment on the Statements of Qualifications received from interested Bidder’s to the City’s prepared Request for Qualifications and Bids for the Project;

Attachment 8 - Sample Professional Services Agreement
(RFP – 0201)

Architectural and Engineering Services
Main Library Renovation Project
14. Review and comment on the Bids received from prequalified Bidder’s for the Project;

15. Assist City and CM prepare responses to Requests for Information submitted by General Contractor during the Construction Phase of the Project.

B. SCHEDULE OF CONSULTANT’S SERVICES

Consultant shall complete each phase of its Services pursuant to the deadlines required by Exhibits 1, 2 and 3.

C. STANDARDS OF PERFORMANCE FOR ALL SERVICES

In addition to the express standards of care and performance set forth elsewhere in this Agreement. Consultant shall also do all of the following:

1. All Services shall be done in a workmanlike and professional manner in accordance with the requirements of this Agreement and Agencies Having Jurisdiction. If for any reason this Agreement does not expressly set forth what the expected obligation, duty, deliverable, term or condition is, then and only then, shall the standard industry practices of the locale in which the Project is being built be referred to so as to supply the missing deliverable, duty, term and/or obligation;

2. All personnel engaged by the Consultant to perform the Services contemplated by this Agreement shall be properly licensed;

3. Consultant shall obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement;

4. Consultant shall make payments to each of its consultants, subconsultants, contractors, and/or subcontractors for work or services that is satisfactorily performed no later than thirty (30) calendar days after Consultant receives payment from the Owner for such work/services;

Attachment 8 - Sample Professional Services Agreement (RFP = 0201)

Architectural and Engineering Services

Main Library Renovation Project
5. Consultant represents and warrants that it has the qualifications, experience, facilities and financial capability, necessary to properly perform the Services required under this Agreement; and

6. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

ARTICLE 3 - DUTIES OF OWNER

The Owner hereby promises to provide access to all data, records and documents reasonably within its possession or control as are necessary for the Consultant to perform the Services contemplated by this Agreement. The Owner agrees to make decisions in its regular course of business once Consultant has provided all required documentation to Owner necessary for the Owner to make an informed decision. The Owner shall designate in writing to the Consultant who the Owner’s primary point of contact is with the Owner. However, the person designated as the Owner’s primary point of contact is not authorized to modify, change, or alter this Agreement, or to authorize work or Services beyond that which is set forth in this Agreement, or make promises of payment of any kind. Only the City Council for the Owner is authorized to modify, change, or alter this Agreement, or to authorize work or Services beyond that which is set forth in this Agreement, or make promises of payment of any kind, and then only after a majority vote of the City Council.

ARTICLE 4 - COMPENSATION AND TERM OF THIS AGREEMENT

For fully, faithfully, competently, and timely performing and completing the Scope of Services under this Agreement, Consultant will be paid as required by law in monthly installments as stated herein below.

There are two categories of Services under this Agreement: Basic Services and Additional Services.

Attachment 8 - Sample Professional Services Agreement

(RFP - 0201)

Architectural and Engineering Services

Main Library Renovation Project
Basic Services are all those services called out for expressly in this Agreement and the Exhibits hereto which are all a part hereof and/or reasonably inferred therefrom.

Additional Services are: (1) those services requested by Owner which are beyond the scope of the Basic Services; and/or (2) those that are beyond the scope of the Basic Services and caused by third parties, provided that the need therefor was not caused and/or contributed to by the Consultant and/or those who work on the Project and are paid through, by and/or under the Consultant.

Regardless of whether the Services are Basic Services or Additional Services, all Services will be compensated based upon the fully burdened hourly rates submitted by Consultant in its Proposal and approved by the City and/or an otherwise calculated hereinafore.

A. Monthly Proposed Plan of Services and Projected Costs

1. On or before the 20th day of each month, Consultant shall prepare a proposed work plan setting forth all the Services Consultant intends to perform in the coming month, together with a projected cost for such Services. Consultant shall identify within the proposed work plan whether the Services are “Basic” or “Additional” Services. The work plan shall also include the person’s name who will perform the Services, the agreed to fully burdened hourly rate, the projected number of hours, the tasks to be accomplished, etc. and the total projected compensation for that person’s time for the following month. Consultant shall submit the proposed monthly work plan and projected monthly costs to the Owner’s primary point of contact for this project, Harjinder Singh, as well as the CM. Consultant shall not perform the Services without the Owner’s primary point of contact approving the monthly work plan and projected monthly costs in writing.

B. Monthly Invoices/Applications for Payment.

1. Consultant shall, from the date of a written Notice to Proceed for each Phase of Services, and up through Project Completion, invoice the Owner, copying the CM, by

Attachment 8 - Sample Professional Services Agreement

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Architectural and Engineering Services

Main Library Renovation Project
the 25th of each month for Services performed during that month and which have been performed pursuant to the terms, conditions and provisions of this Agreement;

2. The Owner has the right, without limiting any of its other rights, to have the Consultant provide more backup and detail to support the invoice so that the Owner can fully understand, assess and evaluate the invoice before paying same. The Consultant must also have provided the proposed work plan and projected costs for the month for which payment is being sought and for the next succeeding month before the Owner is required to make payment. A properly supported invoice with additional detail as requested by Owner, if any, and the current and next month's proposed work plan and projected costs are all conditions precedent to the maturity of any obligation on the part of the Owner to make payment under this Agreement.

3. Upon receipt of a properly supported with additional detail as requested by Owner, if any, and the current and next month's proposed work plan and projected costs, Owner shall pay to Consultant within thirty (30) days from receipt ninety five percent (95%) of the earned amounts; the remaining five percent (5%) held as retention and security for Consultant's full and complete performance of this Agreement.

4. Within ten (10) days of the Project obtaining the final Certificate of Occupancy, Consultant shall submit to Owner a properly supported final payment application, including a request to release retention to Consultant. Provided that Consultant satisfactorily performed all the terms, conditions and provisions of this Agreement, Owner shall make final payment to Consultant within thirty (30) days of receipt of a properly supported final payment application.

5. Provided that Consultant is in full compliance with the terms and conditions of this Agreement, the retention withheld under paragraph 3 above shall be released within sixty (60) days of the end of each Phase of Services under this Agreement. Nothing set forth in this paragraph 5 shall prohibit the Owner from assessing against

Attachment 8 - Sample Professional Services Agreement

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Architectural and Engineering Services

Main Library Renovation Project
such retention any off sets and/or back charges assessed under this Agreement and/or by applicable law.

6. The term of this Agreement shall run from the approval hereof by the Owner and conclude with the final completion and receipt of a final certificate of occupancy for the Project.

ARTICLE 5 - TERMINATION

A. Termination for Cause.

1. The Parties have the right to terminate this Agreement for cause. Termination by Owner. Owner may terminate this Agreement for cause if: (i) Consultant is adjudged bankrupt, (ii) Consultant makes a general assignment for the benefit of its creditors, (iii) a receiver is appointed on account of Consultant's insolvency, or (iv) Consultant is in default of any provision of this Agreement, including those requiring timely performance of Consultant's responsibilities hereunder in accordance with the Project schedule, and Consultant fails to cure such default within seven (7) calendar days after notice. Consultant shall remain liable to Owner for all damages suffered by it by reason of any such failure in accordance with applicable law. In the event of Consultant's failure to perform fully in accordance with this Agreement, Owner may elect to permit Consultant to continue to perform without waiving its right to terminate Consultant for breach or default, and Consultant shall be liable to Owner for damages in accordance with applicable law. If it is determined by a court of competent jurisdiction that a termination under this paragraph was wrongful or unjustified, such termination shall be deemed a termination for the convenience of Owner under paragraph C. below, and the sole right, remedy and recourse of Consultant against Owner shall be governed and determined by paragraph C. below.

Attachment 8 - Sample Professional Services Agreement

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Architectural and Engineering Services

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2. **Termination by Consultant.** If Owner fails to make payments of undisputed amounts due and owing to Consultant in accordance with this Agreement, for a period exceeding sixty (60) calendar days Consultant shall provide Owner with a written notice to cure. If Owner fails to make payments of such undisputed sums due and owing to Consultant thirty (30) calendar days after Owner’s receipt of written notice from Consultant, Consultant may upon written notice to Owner terminate this Agreement and recover from Owner payment for Services properly performed up to the date of termination.

B. **Termination Based on Inability to Perform.**

This Agreement shall also be subject to termination by the Owner without cause if: (1) the Owner is prevented from proceeding with the Agreement by governmental official action of a public authority; and/or (2) by the unavailability of Owner Funds.

C. **Termination for Convenience.**

The Owner also has the right to terminate this Agreement at any time for Convenience. Should Owner terminate this Agreement for Convenience, Consultant shall be paid as follows: (i) for all services performed per the requirements of this Agreement up through the date of termination at the agreed-to rate, less payments previously made, less any offsets/back charges; (ii) the reasonable costs of accounting services, if any, for closing out any Subconsultant contracts; and (iii) a markup of five percent (5%) on item (i) above. The compensation set forth in this paragraph shall constitute the exclusive compensation Consultant is entitled to if the Owner terminates for convenience and shall be in lieu of any damages Consultant might otherwise contend that it has sustained as a result of such termination. This paragraph may be interpreted as a liquidated damages remedy.

**ARTICLE 6 - NOTICES**

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the

Attachment 8 - Sample Professional Services Agreement

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Architectural and Engineering Services

Main Library Renovation Project
custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective parties as follows:

**Owner:**
- Harjinder Singh
- City of Inglewood
- One Manchester Boulevard
- Inglewood, California 90301

**With Copy to:**
- Ken Campos, City Attorney
- City of Inglewood
- One Manchester Boulevard
- Inglewood, California 90301

**Consultant:**

**Attorney for Service of Process:**

[To be inserted before time of award of the Contract]

**ARTICLE 7 - INSURANCE**

The Consultant shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the parties as a material breach of contract. The following insurance must be placed with an insurer admitted to write insurance in the state of California or a non-admitted insurer on the State of California’s List of Approved Surplus Lines Insurers (LASLI) and the non-admitted insurer must have a rating of, or equivalent to, A: VIII by A.M. Best Company:

A. **Minimum Scope and Limit of Insurance.**

Coverage shall be at least as broad as:

Attachment 8 - Sample Professional Services Agreement

(RFP – 0201)

Architectural and Engineering Services

Main Library Renovation Project
1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00
   01 covering CGL on an “occurrence” basis, including products and completed
   operations, property damage, bodily injury and personal & advertising injury with
   limits no less than $2,000,000 per occurrence. If a general aggregate limit applies,
   either the general aggregate limit shall apply separately to this project/location (ISO
   CG 25 03 or 25 04) or the general aggregate limit shall be twice the required
   occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CG 0001 covering,
   Code1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-
   owned), with limit no less than $1,000,000 per accident for bodily injury and
   property damage.

3. **Workers’ Compensation Insurance** is required by the State of California, with
   Statutory Limits, and Employer's Liability Insurance with limit of no less than
   $1,000,000 per accident for bodily injury or disease. *(Not required if consultant
   provides written verification it has no employees)*

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the
   Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim,
   $2,000,000 aggregate.

   If the Consultant maintains broader coverage and/or higher limits than the minimums
   shown above, the Consultant shall be entitled to the broader coverage and/or the higher
   limits maintained by the Consultant. Any available insurance proceeds in excess of the
   specified minimum limits of insurance and coverage shall be available to the City.

**B. Other Insurance Provisions.**

The insurance policies are to contain, or be endorsed to contain, the following
provisions:

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Attachment 8 - Sample Professional Services Agreement

(RFP – 0201)

Architectural and Engineering Services

Main Library Renovation Project
1. **Additional Insured Status.**

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 51 and CG 20 52 forms if later revisions used).

2. **Primary Coverage.**

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 01 03, as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3. **Notice of Cancellation.**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.**

The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer, or self-insurance, may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.**

Self-insured retentions must be declared to and approved by the Inglewood City Attorney. The Inglewood City Attorney may require the Consultant to provide proof of ability.
to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

6. **Claims Made Policies.**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown on the relevant Certificate(s) of Insurance and must be before the Effective Date of the Agreement or the date on which Consultant commences Services.
2. Insurance must be maintained and evidence of insurance must be provided to City for at least five (5) years after completion of Services.
3. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, the Consultant must procure extended reporting coverage for a minimum of five (5) years after completion of Services.

7. **Verification of Coverage.**

The Consultant shall furnish the Highland City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before Consultant’s commencement of Services. However, Consultant’s failure to obtain the required documents prior to Consultant’s commencement of Services shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements thereto required by these specifications, at any time.

8. **Consultants, Subconsultants, Contractors, and Subcontractors of Consultant.**

The Consultant shall require and verify that all of its consultants, subconsultants, contractors, subcontractors, and other professionals engaged by the Consultant observe the requirements of this document and are covered under policies meeting the requirements set forth herein. The Consultant shall be sued for all damages caused by the negligent acts, errors, or omissions of any Consultant, Subconsultant, Contractor, Subcontractor, or any other professional engaged by the Consultant, whether or not such professional is a party to this Agreement.
contractors, and subcontractors (hereinafter collectively referred to as “Subconsultants”) maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required to be carried by Subconsultants pursuant to this Agreement.

9. **Special Risks or Circumstances.**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. **Cancellation Notice Endorsements.**

Each policy must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party or reduced in coverage or limits (except for paid claims) unless the insurer has provided the City with written notice thirty (30) days before cancellation, or ten (10) days written notice for cancellation due to non-payment of premium.

11. **Primary and Non-contributory Coverage Endorsements.**

The general liability and professional liability policies must be endorsed to provide that each policy shall apply on a primary and non-contributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

12. **Waiver or Modification of the Insurance Requirements.**

Waiver or modification of the insurance requirements can only be made by the City Attorney. All waivers or modifications request are reviewed on a case-by-case basis.

**ARTICLE 8 - INDEMNIFICATION**

Pursuant to the full language of California Civil Code §2782, the Consultant agrees to indemnify, including the cost to defend, the City and its officers, officials, agents, employees, and volunteers (“Indemnities”) from and against any and all claims, demands, costs, losses,
damages and/or liability, including attorney fees, that arise out of, or pertain to, or relate to
the negligence, recklessness, or willful misconduct of the Consultant and its Subconsultants,
employees or agents in the performance of Services under this Agreement, but this indemnity
does not apply to liability for damages arising from the sole negligence, active negligence, or
willful acts of the City; and does not apply to any passive negligence of the City unless caused
at least in part by the Consultant. The City agrees that in no event shall the cost to defend
charged to the Consultant exceed that professional’s proportionate percentage of fault. This
duty to indemnify shall not be waived or modified by contractual agreement or acts of the
Parties.

All claims that arise out of, pertain to, or relate to, directly or indirectly, in whole or in
part, the negligence, recklessness, or willful misconduct of the Consultant, any Subconsultant,
anyone directly or indirectly employed by them, or anyone that they control, except those
arising from the sole negligence, active negligence, or willful acts of the City; does not apply to
any passive negligence of the City unless caused at least in part by the Consultant.

To the extent any language of this Article is in conflict with California Civil Code
§2782, then this Article shall be read to be consistent therewith.

ARTICLE 9 - RELATIONSHIP OF PARTIES

No Employer-Employee relationship or Principal-Agent relationship between the
Owner and the Consultant is intended or created by this Agreement. The Consultant is not
authorized at any time or in any manner represent that it is an agent, servant or
employee of the Owner, it being expressly understood that the Consultant is and at all times
shall remain a wholly independent Consultant.

ARTICLE 10 - NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this
Agreement. The Owner has an interest in the qualifications of and capability of the Consultant
which will fulfill the duties and obligations imposed under this Agreement. In recognition of

Attachment 8 - Sample Professional Services Agreement

(RFP – 0201)

Architectural and Engineering Services

Main Library Renovation Project
that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant's duties or obligations under this Agreement without the prior written consent of the Owner. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the Owner to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or otherwise, without prior written approval of the Owner.

**ARTICLE 11 - BOOKS AND RECORDS**

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement, including any and all documents and records demonstrating or relating to services performed by Consultant's Subconsultants. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to Services, expenditures and disbursements charged to Owner pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to access of governmental agencies, their expenditures.

**ARTICLE 12 — AUDIT**

Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated Copies of such documents or records shall be provided directly to the Owner for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon,
such documents and records shall be made available at Owner’s address indicated for receipt of notices in this Agreement. The cost of copying shall be paid for by the Owner.

ARTICLE 13- OWNERSHIP OF DOCUMENTS

“Documents” as used in this paragraph means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of the Report, whether existing as electronic files or in hard copy. “Documents” does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant’s staff or between the Consultant and any Subconsultants. All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of the termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requests or desires other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant or the use of the documents for any purpose other than the project contemplated by this Agreement, is at the City’s own risk and without liability to the Consultant.

ARTICLE 14- EQUAL EMPLOYMENT

Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status. Further, no discrimination shall be made by Consultant in

Attachment 8 - Sample Professional Services Agreement

(RFP – 0201)

Architectural and Engineering Services

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the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, sex of such persons, or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood, including Consultant, violating this section is subject to all the penalties imposed for a violation of this chapter, California Labor Code §1735, and other applicable law.

**ARTICLE 15 - KEY PERSONNEL**

Consultant may not replace key staff, set forth in Consultant’s Proposal, unless their employment is terminated or their replacement is agreed to in advance by the Owner in writing. The Owner must approve replacement staff before the replacement staff is assigned to perform Services under this Agreement. Owner reserves the right to request that Consultant replace a staff person assigned to perform Services under this Agreement in the event the Owner, in its sole discretion, determines such a replacement is necessary. Replacement staff in every case is subject to Owner approval before their assignment to perform Services under this Agreement.

**ARTICLE 16 - CONFLICTS OF INTEREST**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of Services under. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall not represent any matter for another person or entity which would come before the Owner during such time as it is engaged by the Owner pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant financially interested, as provided by California Government Code Section 1090 in any decision made by Owner on any matter in

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Architectural and Engineering Services

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connection with which Consultant has been retained pursuant to this Agreement. Nothing in
this Article shall preclude Consultant from accepting other engagements with the City.

**ARTICLE 17 - RESTRICTIONS ON LOBBYING**

By signing this Agreement, Consultant certifies, to the best of its knowledge and belief,
that no federal appropriated funds have been paid or will be paid, by or on behalf of
Consultant, to any person for influencing or attempting to influence an officer or employee of
any federal Owner, a Member of Congress, an officer or an employee of Congress, or an
employee of a Member of Congress in connection with this Agreement;

If any funds, other than federal appropriated funds, have been paid or will be paid to
any person for influencing or attempting to influence an officer or employee of any federal
Owner, a Member of Congress, an officer or employee of Congress, or an employee of a
Member of Congress in connection with this Agreement, Consultant shall complete and submit
all required lobbying disclosure forms and reports;

This certification is a material representation of fact upon which reliance was placed
when this Agreement was executed.

**ARTICLE 18 - CHANGES, AMENDMENTS AND MODIFICATIONS**

Consultant shall not be compensated for any Additional Services rendered in
connection with its performance of this Agreement, unless such Additional Services are
authorized: (i) in advance of performance of such Additional Services; (ii) in writing by Owner;
and (iii) approved by the City Council.

**ARTICLE 19 - SEVERABILITY**

In the event that any condition or covenant herein is held to be invalid or void by any
court of competent jurisdiction, the same shall be deemed severable from the remainder of
the Agreement and shall in no way affect any other covenant or condition herein contained as
long as the invalid provision does not render the Agreement meaningless with regard to a
material term in which event the entire Agreement shall be void. If such condition, covenant,
or other provision shall be deemed invalid due to its scope or breadth, such provision shall be
deemed valid to the extent the scope or breadth is permitted by law.

**ARTICLE 20 - WAIVER**

Waiver by any Party to this Agreement of any term, condition, or covenant of this
Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by
any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any
other provision, nor a waiver of any subsequent breach or violation of any provision of this
Agreement. Acceptance by the City of any Services performed by Consultant shall not
constitute a waiver of any of the provisions of this Agreement.

**ARTICLE 21 - ENTIRE AGREEMENT**

This Agreement, including all Exhibits, attachments, is the complete, final and exclusive
expression of the Parties with respect to the matters addressed herein and supersedes all
agreements or understandings, whether oral or written, entered into between the Consultant
and the City before the execution of this Agreement. No statements, representations or other
agreements, whether oral or written, made by any party which are not embodied herein shall
be valid and binding unless in writing and duly executed by the Parties or their duly authorized
representatives.

**ARTICLE 22 - GOVERNING LAW: VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of
the State of California. In the event of litigation between the Parties, venue in state trial courts
shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at
825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
States District Court, venue shall lie exclusively in the Central District of California, in Los
Angeles.

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Main Library Renovation Project
ARTICLE 23 – EXHIBITS

Exhibit 1: Scope of Work – Pre-Design and Collaboration Services – Phase One;
Exhibit 2: Scope of Work – Design through City and Agencies Having Jurisdiction Approvals Services – Phase Two;
Exhibit 3: Scope of Work – Construction Related Services through Project Close Out – Phase Three;
Exhibit 4: Request for Qualifications and Proposals;
Exhibit 5: Addenda;
Exhibit 6: Acknowledgment of Addenda Form(s);
Exhibit 7: Representations and Certifications Form(s);
Exhibit 8: Conflict of Interest Certification Form(s);
Exhibit 9: Authorization to Release Information Form(s);
Exhibit 10: Non-Collusion Declaration(s);
Exhibit 11: Consultant’s Proposal.

All of the Exhibits of this Agreement, referenced above, are incorporated herein by reference as if set forth at length hereafter as terms, conditions and provisions of this Agreement. All shall be read together as a whole and complimentary to provide the City with the highest quality and quantity of Services to be provided hereunder at the least cost to the City.

ARTICLE 24 – OTHER

The Parties agree and benefit from the principles of contra proferentum and interpreting ambiguities against drafters. No Party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each Party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an

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original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

Dated: [INSERT DATE]

[To be inserted before time of award of the Contract]

Dated: [INSERT DATE]

[To be inserted before time of award of the Contract]
SCOPE OF WORK DESCRIPTIONS

I. INTRODUCTION

The successful Proposer’s services will take place during three (3) distinct periods/phases, generally described as follows:

A. Pre-Design and Collaboration Services – Phase One;
B. Design through City and Agencies Having Jurisdiction Approvals Services – Phase Two; and
C. Construction Related Services through Project Close Out – Phase Three.

The Scope of Work Descriptions per Phase are set forth below and may be expanded upon based on the successful Proposer’s Proposal and/or negotiations held before the award of the Professional Services Agreement for the Project.

For Proposal purposes, a Proposer’s Not to Exceed pricing per Phase as called for in Attachment 2 to this RFP should be based on the Scope of Work Descriptions per Phase set forth below and what more Basic Services Proposer believes are necessary, if any, to meet the Project’s goals as set forth in your Proposal, unless changed via Addendum before the Proposal submission deadline.

[Go on to next page]
II. SCOPE OF WORK DESCRIPTIONS PER PHASE

A. PRE-DESIGN AND COLLABORATION SERVICES – PHASE ONE:

These services are anticipated to be performed by Consultant over a six (6) month period from approximately August 2023 through January 2024. This schedule is subject to change.

Phase One services shall include, without limitation, the following:

- assisting CM establish and implement a public relations/community outreach program;
- assisting CM lead community outreach efforts, including attending community meetings, to obtain input from community members regarding desired design and program features of Project;
- assisting CM with the preparation of all public relation materials;
- assisting CM’s overall public relation/community outreach efforts needed to ensure community involvement and buy in for the Project;
- assisting CM report to the City Staff and City Council regarding public relations/community outreach efforts, including development of suggested design approach resulting from same for City’s review and comment;
- assisting CM with the reviewing and commenting upon, with recommendations, the City’s intended plan to renovate the Building;
- attending meetings with the CM and/or City representatives, including without limitation the Library Board and others, to discuss the City’s goals for the Project, Project scope, Project design and related topics;
- assume approximately 7 meetings at 5 hours per meeting for both meetings with the CM and community members and meetings with the CM and City representatives;
- the Basic Services set forth in your Proposed Plans for Performance of Services submitted in response to Attachment 1 to this RFP, including what more Basic Services should be required, if any, to achieve the Project’s goals for Phase One; and
- all Basic Services related to and required for all of the foregoing pursuant to the Contract Documents.

Attachment 9 – Scope of Work Descriptions per Phase
(Will Become Exhibits 1, 2 and 3 to the Professional Services Agreement)
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B. DESIGN THROUGH CITY AND AGENCIES HAVING JURISDICTION APPROVALS SERVICES – PHASE TWO:

Duration: Phase Two services are anticipated to be performed by Consultant over a 15-month period from approximately February 2024 through April 2025. This schedule is subject to change.

Phase Two services shall be performed pursuant to the requirements set forth in, and/or as incorporated into, the Contract and as forth below.

Phase Two services shall include, without limitation, all of the following:

1. Programming and Project Criteria Development and Approval Services - Overall, the purpose of this portion of Consultant’s Phase Two services include giving the City and CM the opportunity to review the initial Project program and criteria documents developed by Consultant ("Initial Programming and Project Criteria Document") from a programming, design, design duration, design cost, construction, construction duration, and construction cost perspective, and to establish the Project performance criteria and requirements to which the Consultant will design the Project and the General Contractor will construct the Project through the development of the Final Programming and Project Criteria (as hereinafter defined) to best achieve the City’s needs, function, quality and performance requirements within the City’s not to exceed Project budget and construction duration for the Project as established by Consultant during this Programming and Project Criteria Development and Approval Services portion of Phase Two services;

When Consultant believes it has concluded the Programming and Project Criteria Development Services portion of Phase Two, and before Consultant begins the performance of the Design through Agencies Having Jurisdiction Approval Services portion of Phase Two, the Consultant will have developed, and the City will have approved, the Final Programming and Project Criteria that will govern design and construction of the Project ("Final Programming and Project Criteria"), as well as the Construction Cost and Schedule Estimate (as hereinafter defined) prepared by Consultant in consultation with the CM and in strict adherence to the

Attachment 9 – Scope of Work Descriptions per Phase (Will Become Exhibits 1, 2 and 3 to the Professional Services Agreement) (RFP – 0201) Architectural and Engineering Services

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total Project budget of forty-million dollars ($40,000,000.00), which is inclusive of any and all Project related hard and soft costs.

Consultant's Programming and Project Criteria Development portion of Phase Two services shall include, without limitation, the following:

a. Attending an initial kick off meeting with City and/or CM to review and discuss the strategies for Consultant's development of the Final Programming and Project Criteria, the City's design intent for the Project, and any other topics/subjects either the Consultant, the CM and/or the City believe are needed to clarify/refine the components of the Final Programming and Project Criteria;

b. Based on information gained during the initial kick off meeting with City and/or CM, Consultant shall develop an initial programming and Project Criteria documents (hereinafter referred to as “Initial Programming and Project Criteria”) for review by City and/or CM;

c. Attend subsequent meetings with City and/or CM to review Initial Programming and Project Criteria to obtain feedback (hereinafter referred to as “Specific Collaboration Meetings”) (anticipate no more than seven (7) meetings). Consultant's goals during these Specific Collaboration Meetings shall include, but not be limited to, the following:

i. With input from the City and CM, Consultant shall investigate and define the program, final Project scope, cap-load-ratio impact, and the construction costs. Based on the function and relationship of the program room/space needs, Consultant shall prepare room/space adjacency diagrams that convey the building organization and required relationships between individual rooms/spaces; review, update and confirm existing technical specifications.

ii. Consultant shall evaluate the site infrastructure that will service the building, defining the building program, and related disciplines such as architectural, structural, civil, MEPs, IT, AV/CCTV, access control, security systems, FF&E floor layout, ADA path of travel, hardscape and landscape, cost estimating and high-level scheduling.

Attachment 9 – Scope of Work Descriptions per Phase (Will Become Exhibits 1, 2 and 3 to the Professional Services Agreement) 
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iii. Consultant shall assess the ADA accessibility travel paths and other code compliance requirements impacting Project with Agencies Having Jurisdictions.

iv. Consultant shall investigate existing conditions for all associated utility runs and points of connection required for the Project.

v. Consultant shall consult with the CM and City's facilities, security and information technology departments on the coordination of the design criteria and the layout of the technology backbone system for the Project.

vi. Consultant shall incorporate any and all relevant City standards into the Final Programming and Project Criteria. Any deviation from the City standards and/or incorporation of design elements in the Initial Programming and Project Criteria that are in conflict with the City standards shall be brought to the attention of the City and CM for review and approval.

vii. Consultant shall develop detailed room/space data sheets, which outline the requirements for each room listed in the program summary including, but not limited to:

i. Room requirements such as assignable square footage (ASF), the number of rooms, occupancy loads, special ceiling height requirements, access constraints, security, hours of use, required adjacencies to other program rooms/spaces, and other necessary physical requirements.

ii. Environmental requirements such as temperature range, ventilation, natural light, artificial light, acoustics, and other special provisions.

iii. Services such as telecommunications, audiovisual, emergency power, sinks, floor drains, water, natural gas, and other infrastructure needs for future expansion of services and environmental requirements.

iv. Materials and finishes for floors and base, walks, ceiling, doors, casework, cabinetry requirements and laboratory work.

v. Fixtures, finishes, and equipment (FF&E) requirements (Group I and II FF&E requirements).

Attachment 9 – Scope of Work Descriptions per Phase
(Will Become Exhibits 1, 2 and 3 to the Professional Services Agreement)
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vi. Diagrams for selected spaces, provide specific spatial layout requirements for cabinetry, FF&E, telecommunication, audiovisual utilities and special systems.

vii. Provide any other information that is deemed as important criteria requirements for specific rooms, as a result of Specific Collaboration Meetings between the Consultant, City and/or CM.

viii. Following the last Specific Collaboration Meeting, the Consultant, along with any involved Subconsultant(s) of Consultant, shall present and review with the City and/or CM the summary and detail of the proposed Final Programming and Project Criteria resulting from the Specific Collaboration Meetings, including a three (3) dimensional virtual tour ("3D Tour") of any proposed facility suitable for public presentation. Consultant shall provide one revision of the 3D Tour if comments received from City and/or CM require same. Consultant shall also develop an estimated cost of construction and estimated construction schedule based on the proposed Final Programming and Project Criteria ("Construction Cost and Schedule Estimate"). The City and/or CM will then notify the Consultant as follows:

i. If the City approves and accepts the Consultant’s proposed Final Programming and Project Criteria and Construction Cost and Schedule Estimate, the City and/or CM may direct Consultant to proceed with Design through Agencies Having Jurisdiction Approvals portion of Phase Two services in strict compliance with the Final Programming and Project Criteria and the Construction Cost and Schedule Estimate. In that event, the Consultant must design the Project within the Construction Cost and Schedule Estimate; or

ii. The City and/or CM may notify the Consultant that the Agreement between City and Consultant may be

Attachment 9 – Scope of Work Descriptions per Phase
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terminated at the conclusion of the Programming and Collaboration Services portion of Phase Two services, at City’s discretion, and only those payments then reasonably due and owing for such services shall be made by the City to the Consultant. The Consultant represents and warrants that it fully understands the City’s right to terminate for convenience at such time and the Consultant and City agree to mutually waive any and all other compensation and damages it/they may try to claim as a result of such termination.

iii. Other tasks for the Programming and Project Criteria Development portion of Phase Two services may be agreed to by the City and the Consultant in writing before entering into the Agreement and/or during the performance of the Programming and Project Criteria Development portion of Phase Two services. If so, such other tasks will be memorialized in writing pursuant to the Agreement.

d. The Basic Services set forth in your Proposed Plans for Performance of Services Per Phase narrative submitted in response to Attachment 1 to this RFP, including what more Basic Services should be required to achieve the Project’s goals for Phase Two; and

e. All Basic Services related to and required for all of the foregoing pursuant to the Contract Documents.

2. Design through Agencies Having Jurisdiction

Approvals

Overall, during this portion of Phase Two services, Consultant shall design and prepare schematic drawings, design development drawings and 100% construction drawings/documents all in compliance with the City approved Final Programming and Project Criteria and within the Construction Cost and Schedule Estimate. Consultant shall also secure all required Project approvals from Agencies Having Jurisdiction that are required for commencement of construction of Project.

Attachment 9 – Scope of Work Descriptions per Phase
(Will Become Exhibits 1, 2 and 3 to the Professional Services Agreement)
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Main Library Renovation Project
This portion of Consultant’s Phase Two services shall include, without limitation, the following:

**General Requirements**

a. Consultant shall ensure Project design complies with all laws, ordinances, codes, rules, and regulations of all Agencies Having Jurisdiction over the Project and Consultant's Services, and with all quasi-governmental, and other regulations bearing on the Project and the Consultant’s Services. To the extent any of the foregoing is inconsistent therewith, Consultant shall seek to identify and resolve the inconsistencies and advise City and CM in writing of its resolution of the inconsistency at its sole cost and expense.

b. Consultant shall attend meetings with City, the CM and others as City and/or CM may require for performing and completing Design through Agencies Having Jurisdiction Approvals portion of Consultant’s Phase Two services. These include, but are not limited to, Project meetings and meetings with governmental, quasi-governmental and other Agencies Having Jurisdiction over the Project. Project meetings will be scheduled by City or CM and are expected to be monthly during the Design Development and Construction Document Phase; during such phases, there will be meetings with City’s and/or CM’s technical staff and other City related parties on technical issues and on programmatic issues. A meeting shall also occur after each updated Construction Cost and Schedule Estimate is provided by Consultant to the City and CM, as outlined below, to review the updated Construction Cost and Schedule Estimate provided by Consultant and discuss alternatives/comments.

c. Consultant shall assist the City and CM in developing value engineering and/or constructability review opportunities during this portion of Consultant’s Phase Two services. If the City elects to incorporate value engineering and/or constructability review concepts or solutions at the time presented to the City, Consultant shall incorporate such into the Design Documents, before issuance of the 100% Design Development Documents, without any
additional charge subject to any Additional Services approved pursuant to the Agreement.

d. Consultant shall prepare all Project Specifications using standard industry formats in compliance with the Final Programming and Project Criteria.

e. Consultant shall in a timely manner provide architectural drawings, narrative description, and other pertinent data prepared by Consultant and shall apply for and obtain required approvals from all applicable governmental agencies and local utilities for energy efficiency incentives and/or rebates.

f. Consultant shall involve the City’s representatives and CM as necessary, appropriate and as directed in the design process (and/or any other City third party reviewer).

g. All plans and other hard copies of documents required for design, development, and coordination by Consultant and its Subconsultants shall be furnished by Consultant; and all electronic files of plans, drawings, specifications, mock-ups, renderings, and other documents prepared by the Consultant or the Consultant’s Subconsultants during the course of the Project to the City and CM at no additional cost to the City. City and/or CM may request that such documents be delivered in DWG, PLOT, TIFF, PDF or other format approved by the City.

h. All Basic Services related to and required for this portion of Consultant’s Phase Two services pursuant to the Contract Documents.

Schematic Design

a. Consultant shall identify/design and review with City and CM site use and improvements; selection of materials, building systems including structural, mechanical, electrical and building’s envelope/“skin” and equipment in compliance with the Final Programming and Project Criteria.

b. Based on the City’s programming needs, not to exceed Project budget, and the Final Programming and Project Criteria, Consultant shall prepare, for review and acceptance by City and CM, Schematic Design Documents consisting of drawings; outline specifications; building elevations with material call-outs and material sample boards, major systems design drawings including, but not limited to, mechanical and electrical systems, fire protection
system, structural system, roofing and exterior building envelope, reflected ceiling plans, building sections, site utilities, landscape plans, furniture lay-out plans; and other documents illustrating the scale and relationship of Project components. Drawings will be prepared on standard 30” x 42” sheets and include, but not be limited to, the following:

i. Preliminary floor plans showing all rooms and areas, entrances, exits, stairways, elevators, circulation corridors, toilet rooms, major mechanical and electrical areas. A tabulation of areas, including net and gross areas of the various parts of the Project shall be included.

ii. Building sections showing floor-to-floor dimensions sufficient to indicate interface with mechanical and structural systems.

iii. Preliminary design of systems including structural, electrical, HVAC, plumbing, audio-visual, building fire protection, lighting, telecommunications/TV, fire and intrusion alarms, special systems, gas, and others, and the general type and scope of construction and the equipment required therein.

iv. **Statement of Probable Construction Cost** – Consultant shall submit to the City and CM a Statement of Probable Construction Cost (“Statement”) based on the Schematic Design Documents and available data, including appropriate design and construction contingencies. Consultant shall provide a square foot estimate based on historical data for each program space using unit price and/or square foot price for each space to develop a Statement of Probable Construction Cost to as much detail as the schematic drawings and specifications permit. This Statement shall identify the cost impact of any alternate items specified in the Contract Documents. This Statement shall be developed independently of any City third party estimate of construction costs (“Estimate”) since City may compare the Statement and the Estimate as a means of compiling more information regarding the actual cost of the Project. Consultant and its cost consultant shall sign its Statement of Probable Construction Cost to indicate agreement with the data presented in the Statement. This Statement shall first be prepared and presented to City and CM at one hundred percent (100%) complete Schematic Design Documents. Should the Statement not be within, or the City
and/or CM determines it is not capable of bringing it within, the Construction Cost and Schedule Estimate, City has the right to terminate the Agreement between City and Consultant at this time for convenience. Consultant shall be paid for the services provided up through that time, less any withholds permitted by the Contract and/or required by law, and the Parties agree to waive any and all compensatory and/or consequential damages against one another that may stem from such termination. Should the Statement be within, or the City and/or CM determines it is capable of bringing it within, the Construction Cost and Schedule Estimate, the Consultant shall then use the information in the Statement of Probable Costs to develop a design-to-budget tracking log that includes line items for individual elements of the work (Trending Log) that will be updated regularly and used as a cost tracking tool as the design is developed. The Trending Log should include all considered design elements as they come up, their costs to implement, and their effect on the Construction Cost and Schedule Estimate. This tool will be used to assist the Consultant, its Subconsultants, and the City and CM to determine design elements and direction, on a continual basis.

v. Alternates: Consultant shall propose and discuss with City and CM a range of possible alternatives. Consultant’s suggestions for alternatives shall maximize the building’s performance and Consultant shall describe their cost/benefit impact on the Project.

c. Agencies Having Jurisdiction Reviews – Consultant shall schedule a meeting with any relevant Agencies Having Jurisdiction to review the Schematic Design documents. Consultant shall incorporate any comments provided by any Agencies Having Jurisdiction into the Schematic Design Documents.

d. Document Submission - When the Schematic Design Documents are fully coordinated and Consultant’s quality control review completed, Consultant shall notify the City and CM that Schematic Design Documents are ready for City’s, CM’s and any third party review. Consultant shall cooperate with City and CM in submitting Schematic Design Documents to a third party for peer review, if any, and shall incorporate agreed upon City, CM and any third

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party peer review comments into the Schematic Design Documents before starting the Design Development portion of Design through Agencies Having Jurisdiction Approvals Services Phase.

e. **Presentation Drawings and Copies** Concurrent with submission of 100% Schematic Design Documents, or thereafter, as directed by City and/or CM, Consultant shall prepare and submit Presentation Drawings consisting of:
   i. Four (4) half-size sets of plans and elevations as described above; and
   ii. One (1) copy of three rendering perspectives, appropriately colored, showing materials to be used, in an "easy-to-see" clear format and mounted on rigid board. Additionally, Consultant shall prepare documentation describing the Project in layman's terms.
   iii. Consultant shall submit one (1) full size master set of Schematic Design Documents, as outlined above, and one (1) flash drive containing all files electronically and named according to the sheet name.
   iv. Consultant shall submit an updated 3D Tour.

f. **Statement of Probable Construction Cost**: Upon completion of the Schematic Design portion of Consultants Phase Two services, Consultant shall provide City and CM with the documents set forth above, and all other documents used in preparing Consultant's Statement of Probable Construction Cost for 100% Schematic Design Documents ("Statement"). Any discrepancies between the Statement and City's third-party Estimate, if any, shall be identified and reconciled by Consultant in consultation with CM. Should the Statement not be within, or the City determines it is not capable of bringing it within the Construction Cost and Schedule Estimate, City has the right to terminate its Agreement with Consultant at this time for convenience. Consultant shall be paid for the services provided up through that time, less any withholds permitted by the Contract and/or required by law, and the Parties waive any and all compensatory and/or consequential damages against one another that may stem from such termination.

Attachment 9 – Scope of Work Descriptions per Phase
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g. **City Approval** - Consultant shall not proceed to Design Development portion of Consultant’s Phase Two services until Consultant has obtained the City’s and/or CM’s written acceptance of the Schematic Design Documents, Statement of Probable Construction Cost, the updated Project schedule for Design through City and Agencies Having Jurisdiction Approvals Services Phase, and the City’s and/or CM’s written authorization to proceed to the Design Development portion Phase Two services.

**Design Development Services**

a. **Design Refinement** - Based on the accepted Schematic Design Documents and the City approved Statement of Probable Construction Cost developed by Consultant during the Schematic Design portion of Consultant’s Phase Two services, Consultant shall prepare, for acceptance by City and CM, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be required. The process for developing Design Development Documents shall be similar to the interactive process used in the Schematic Design Phase, involving monthly group meetings to review the Trending Log and meetings on any special issues that arise.

b. **Design Development Documents** - Consultant shall prepare from the approved Schematic Design Documents, all necessary Design Development Documents, which shall include but not be limited to the following:

**Architectural Drawings**

i. Updated site plan showing exterior utilities, sidewalks, other site improvements, grades, and drainage.

ii. Demolition plan(s) clearly indicating demolition scope versus existing work to remain (as applicable).

**Attachment 9 — Scope of Work Descriptions per Phase**

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iii. Reflected ceiling plans indicating ceiling heights, materials, lighting and location of HVAC/fire sprinkler lay-outs (as applicable).

iv. Interior elevations to establish functional requirements, equipment, and systems locations.

v. Typical building, thermal energy storage tank or piping support sections showing structural members, dimensions, accommodation of functional systems and other dimensions sufficient to indicate interface with existing structures (as applicable).

Civil Drawings

i. Demolition plan(s) clearly indicating demolitions scope versus existing work to remain (as applicable).

ii. Preliminary grading, utility (storm drain, sewer, water, and fire service) and site plan(s) indicating existing and new grade elevations, locating buildings and structures by footprint, easements, paving, retaining walls, walkways, roads and gutters, all monuments and benchmark(s) which coordinate the elevations, areas of work limits, etc.

iii. As required, an initial Storm Water Pollution Prevention Plan ("SWPPP") in accordance State Water Resources Control Board policies.

iv. As required, an initial Storm Water Soil Loss Prevention Plan in conformance with CALGreen requirements.

Structural Drawings

v. Details and notes to show that any structural component of Project conforms to the provisions of applicable codes and is otherwise sufficient.

vi. Notes on provisions to meet special requirements such as vibration/deflection and acoustical constraints.

Attachment 9 – Scope of Work Descriptions per Phase
(Will Become Exhibits 1, 2 and 3 to the Professional Services Agreement)
(RFP – 0201) Architectural and Engineering Services

Main Library Renovation Project
vii. Calculations – Legible sheets showing the structural engineering calculations for all structural components of the Project.

Mechanical Drawings

viii. Plans showing single line layouts with approximate sizing of major duct and piping systems on architectural plan backgrounds.
ix. Plans showing space assignment, sizes, and outline of central heating, cooling, ventilation, and thermal energy storage equipment.
x. Sections through critical areas showing coordination of architectural, structural, mechanical, and electrical elements.
xi. Riser diagrams showing plumbing, HVAC, and special process piping distribution systems.

Electrical Drawings

Attachment 9 – Scope of Work Descriptions per Phase
(Will Become Exhibits 1, 2 and 3 to the Professional Services Agreement)
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xv. Plans showing space assignments, sizes, and outline of fixed equipment such as transformers, switchgear, and generator sets.

xvi. Riser diagrams for construction, showing arrangements of feeders, sub-feeders, bus ducts, load centers, and branch circuit panels.

xvii. Lighting plans coordinated with previously established ceiling system.

xviii. Electrical power plan layout showing switches, outlets, etc.

xix. Phone/data/security plan layout telecommunications, data, and security systems.

xx. Audio-Visual System Plan

xxi. Preliminary Fire Alarm plan indicating devices


Fire Protection Drawings

xxiii. Plans showing fire protection including fire riser, sprinklers, and details. Include fire pump design if required.

Outline Specifications

xxiv. Civil – Expanded specifications by CSI Code including mass excavation, grading, site utilities (sewer, storm drain, domestic water, and fire), SWPPP and offsite street improvements.

xxv. Landscape - Expanded specifications by CSI Code including irrigation, plant material, planting soil/amendments and site furnishings,


xxviii. Plumbing – Expanded specifications by CSI Code of the various plumbing systems including waste, domestic water, gas and roof drainage. Include specifications of plumbing fixtures and equipment including hot water heaters/boilers.

xxix. HVAC – Expanded specification by CSI Code of air-conditioning, heating, and ventilation systems, HVAC/EMS controls and commissioning and duct, and piping systems, including provisions to meet any special criteria such as acoustic, air changes, filtration, humidity, vibration isolation, and temperature controls.

xxx. Electrical – Expanded specification by CSI Code of electrical services, including voltage, type and number of feeders, lighting system, including lighting levels, fire alarm, telecommunications, data, and security systems as applicable.

xxxi. Equipment – Recommendations/specification to City and CM for purchases of specific equipment based upon Project requirements, City’s needs, and Consultant’s evaluation of the suitability, efficiency, and durability of the equipment.

c. Document Submission - Consultant shall not submit Design Development Documents to City and CM and for City’s third-party review, if any, until all agreed upon Schematic Design Document constructability comments have been addressed. When the Design Development Documents are fully coordinated and Consultant’s quality control review completed, Consultant shall notify the City and CM that Design Development Documents are ready for City, CM and third-party review, if any. Consultant shall cooperate with City and CM in submitting Design Development Documents to a third party for peer review, if any, and shall

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incorporate agreed upon City, CM and third-party peer review comments into the Design Development Documents before submission.

d. **Copies** – Consultant shall provide the following for approval by City:
   i. One (1) full-size set of the Schematic Drawings;
   ii. One (1) full-size set of the Design Development Drawings;
   iii. Four (4) half-size sets of the Design Development Drawings;
   iv. Four (4) outline specifications;
   v. Two (2) copies of the updated renderings from the previous phase mounted on rigid board;
   vi. One (1) updated Revised Statement of Probable Construction Cost at 100% DD’s;
   vii. Five (5) updated Project Development Schedule;
   viii. One (1) Revised Tabulation of Areas; and
   ix. One (1) flash drive containing all files electronically in native format and pdf and named according to the sheet name or specification name.

e. **Revised Statement of Probable Construction Cost** – Upon 50% completion of the Design Development portion of Design through Agencies Having Jurisdiction Approvals Services phase, and upon 100% completion of the Design Development portion of Design through Agencies Having Jurisdiction Approvals Services phase, Consultant shall update the City approved Statement of Probable Construction Cost developed in Schematic Design using the CM’s template for Design Development Estimate to as much detail as the Design Development drawings and specifications permit. Consultant shall provide City and CM with all documents used to prepare Consultant’s 50% and 100% updated Statement of Probable Construction Cost. City and CM shall review City’s third-party Estimate, if any, and compare it to Consultant’s 50% and 100% updated Statement of Probable Construction Cost. Any discrepancies between the 50% and 100% updated Statement of Probable Construction Cost and the third-party Estimates, if any, shall be identified and
reconciled by Consultant in accordance with the City approved Statement of Probable Construction Cost developed by Consultant during the Schematic Design portion of Consultant’s Phase Two services. Should the updated Statement of Probable Construction Cost at either the 50% or 100% points not be within, or the City and CM determines it is not capable of bringing it within the City approved Statement of Probable Construction Cost developed by Consultant during the Schematic Design portion of Consultant’s Phase Two services, City has the right to terminate its Agreement with Consultant at this time for convenience. Consultant shall be paid for the services provided up through that time, less any withholds permitted by the Contract and/or required by law, and the Parties agree to waive any and all compensatory and/or consequential damages against one another that may stem from such termination.

f. City Approval - Consultant shall not proceed to the Construction Documents portion of Design through Agencies Having Jurisdiction Approvals Services phase until Consultant has secured City’s written acceptance of the Design Development Documents, revised Statement of Probable Construction Cost, revised tabulation of areas, updated Project Schedule, updated Project Development Schedule, and City’s written instructions to so proceed to the Construction Documents portion of Design through Agencies Having Jurisdiction Approvals Services phase.

Construction Document Development Services

a. Design Refinement - Based on the accepted Design Development Documents, City’s comments, and changes in the Final Programming and Project Criteria, if any, requested by City, Consultant shall prepare for acceptance by City 100% Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project in compliance with the Final Programming and Project Criteria and the City approved Statement of Probable Construction Cost prepared by Consultant during the Design Development portion of Phase Two Services, unless any increase or decrease has been agreed to

Attachment 9 – Scope of Work Descriptions per Phase
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by the City. City and/or CM shall schedule regular and special meetings to be attended by Consultant and (as appropriate) its Subconsultants to review the progress of Construction Documents and discuss and resolve specific issues.

b. **Services** - Consultant shall provide all services during the Construction Documents portion of Phase Two services to provide Construction Documents that will allow the Project’s General Contractor to construct the Project, which ordinarily consist of, but are not limited to the following:

i. architectural plans, sections, schedules, elevations, details, and specifications;

ii. civil plans, details, and specifications;

iii. landscape plans, details and specifications;

iv. structural plans, details, calculations, and specifications;

v. mechanical plans details and specifications including HVAC and HVAC controls, details, schedules, and specifications including full HVAC controls design, airflow specifications, and procedures for balancing and commissioning systems, vendor drawings and specifications, such as those for above ground thermal energy storage tank system; plumbing details, fixtures and equipment schedules and specifications;

vi. electrical, fire alarm, and telecommunications/data plans, details and specifications including complete and functional communications infrastructure system to provide voice and data communications to and throughout the building;

vii. plans showing coordinated and planned installation of major systems and equipment, including kitchen equipment, audio-visual equipment, and security equipment;

viii. fire protection plans, schedules, details, and specifications;

ix. special conditions; and

tax. all other requirements for a turn-key Project in compliance with the Final Programming and Project Criteria and any approved City changes thereto.

Attachment 9 – Scope of Work Descriptions per Phase
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Main Library Renovation Project
xi. Construction Documents: Consultant shall prepare Construction Documents setting forth in detail and prescribing the work to be done, as well as the materials, allowable tolerances, and finishes required for the Project. The Construction Documents shall be in a form capable to: (1) secure any required approvals, obtain any funding grants and utility rebates, and secure permits and all other approvals for the Project; (2) obtain by competitive bidding the services of a General Contractor to construct the Project within the City approved Statement of Probable Construction Cost developed by Consultant during the Design Development portion of Phase Two services, unless increased by the City; and (3) permit any qualified, licensed contractor to complete the Project within the City approved Statement of Probable Construction Cost developed by Consultant during the Design Development portion of Phase Two services, unless increased by City.

xii. Bid Alternates and Allowances: Consultant shall prepare all Construction Documents and all other Contract Documents in a manner that includes and enables additive and deductive alternates and allowances for Project construction as requested by the City. Consultant shall develop and propose to City and CM bid alternates and shall incorporate in the Construction Documents the City approved additive and deductive bid alternates and allowances.

xiii. Phasing of Work: As part of the preparation of Construction Documents, and if so directed by the City or CM, the Construction Documents shall be prepared so that portions of the work may be deferred and performed at a later date under subsequent contracts. If phasing strategies are to be indicated on the Construction Documents, such shall be consistent with the City’s ability to fund the work. For the purposes of this Contract, the Consultant may be required to furnish Construction Documents that enable the City to bid and construct all of the work at a particular Project site in separate phases. The Construction Documents must be prepared in a manner that upon completion of each phase, the Project site is complete.
operable and can be approved by all Agencies Having Jurisdiction over the Project and occupied by the City. Consultant shall review with the City and CM and determine if the requirements and approach for phasing of the Project construction, if any, should be done. Consultant shall incorporate and prepare, as part of the Construction Documents, all design, and documents necessary to enable construction phasing and logistics in order to facilitate efficient construction and to enable the construction of the Project within the duration prescribed by the Contract Documents.

xiv. Finishes:

1. Consultant shall present color board options to the City and CM upon submission of 50% Construction Documents for City’s selection and incorporation into 100% CD submission. The color boards shall note any materials or finishes which will involve extraordinary delays in delivery.

2. Consultant shall include in 100% Construction Document portion of Design through Agencies Having Jurisdiction Approvals Services phase, City selected finish materials and colors to be incorporated in the Project and shall prepare schedules of such materials and colors.

xv. Schedule: Consultant shall provide City and CM with monthly updates of the Project schedule for Design through Agencies Having Jurisdiction Approvals Services phase. All Project schedule changes must have prior written approval by the City.

c. Document Submission - Consultant shall not submit 50% Construction Documents for City’s and CM’s review until all agreed upon Design Development constructability comments have been addressed. When the 50% Construction Documents are fully coordinated and Consultant’s quality control review completed, Consultant shall notify the City and CM that 50% Construction Documents are ready for City and CM review. Consultant shall cooperate with City in submitting 50% Construction Documents to a third party for peer review, if any, and shall incorporate

Attachment 9 – Scope of Work Descriptions per Phase
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agreed upon City, CM and any third-party peer review comments into the Construction Documents before 100% Construction Document submission.

Consultant shall not submit 100% Construction Documents for City, CM and City’s third-party review, if any, until all agreed upon 50% Construction Document constructability comments have been addressed. When the 100% Construction Documents are fully coordinated and Consultant’s quality control review completed, Consultant shall notify the City and CM that 100% Construction Documents are ready for City, CM and City’s third-party review, if any. Consultant shall cooperate with City in submitting 100% Construction Documents to a third party for peer review, if any, and shall incorporate agreed upon third party peer review comments, if any, into the Construction Documents before submission to any Agencies Having Jurisdiction over the Project.

d. **Copies** - Consultant shall provide the following for approval by City:
   i. One (1) full-size set of the 50% and 100% Construction Drawings;
   ii. Four (4) half-size sets of the 50% and 100% Construction Drawings;
   iii. Four (4) specifications at 50% CD and 100% CD submission;
   iv. Two (2) copies of the updated renderings from the previous phase mounted on rigid board at 50% CD and 100% CD submission;
   v. One (1) updated Statement of Probable Construction Cost at 50% CD and 100% CD submission;
   vi. One (1) updated Project Construction Schedule at 50% CD and 100% CD submission;
   vii. One (1) flash drive containing all files electronically in native format and pdf and named according to the sheet name or specification name at 50% CD and 100% CD submission.

e. **Revised Statement of Probable Construction Cost** - Upon 50% completion of the Construction Document portion of Phase Two services, Consultant shall update the Statement of Probable Construction Cost developed in Attachment 9 – Scope of Work Descriptions per Phase
(Will Become Exhibits 1, 2 and 3 to the Professional Services Agreement) (RFP – 0201) Architectural and Engineering Services
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the Design Development portion of Phase Two services and breakdown into CSI format and unit pricing for each division including sub categories within the Divisions using the CM’s template for 50% Construction Documents Estimate. And upon 100% completion of the Construction Document portion of Phase Two services phase, Consultant shall provide detailed quantity takeoff and unit pricing in CSI format using the CM’s template for Construction Documents and Estimate. Scope of work to include changes resulting from constructability review. Cost for General Conditions to be itemized including quantity and unit price; and in consideration of projected construction schedule. Cost for other indirect cost (insurance and bonds, mobilization, job conditions, and General Contractor’s profit) to be accounted for as a percentage of the direct cost. Cost for escalation to mid-point of construction based on industry recommended rate to be included. Consultant shall also provide the City and CM with all documents used to prepare Consultant’s 50% and 100% updated Statement of Probable Construction Cost. City and CM shall review City’s third-party Estimate, if any, and compare it to Consultant’s 50% and 100% updated Statement of Probable Construction Cost. Any discrepancies between the 50% and 100% updated Statement of Probable Construction Cost and the third party Estimates, if any, shall be identified and reconciled by Consultant in accordance with the City approved Statement of Probable Construction Cost developed by Consultant during the Design Development portion of Phase Two services. Should the updated Statement of Probable Construction Cost at either the 50% or 100% points not be within, or the City and CM determines it is not capable of bringing it within, the City approved Statement of Probable Construction Cost developed by Consultant during the Design Development portion of Phase Two services, City has the right to terminate its Agreement with Consultant at such times for cause. Consultant shall be paid for the services provided up through that time, less any withholds permitted by the Contract and/or required by law, and the Parties agree to waive any and all compensatory and/or consequential damages against one another that may stem from such termination.

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f. Agencies Having Jurisdiction Reviews - Consultant shall schedule a meeting with the relevant Agencies Having Jurisdiction to review the 50% Construction Documents. Comments provided by Agencies Having Jurisdiction shall be incorporated into the design. Consultant shall not proceed to the 100% Construction Document portion of Phase Two services until this meeting has occurred, including minutes taken and comments incorporated into the design.

g. City's Approval - Consultant shall obtain City's written acceptance of each package (50% and 100%) of the Construction Documents, a final tabulation of areas, the updated Project Schedule, and a Final Statement of Probable Construction Cost ("Final Statement"). When, in Consultant's opinion, final drawings and specifications are complete and approved by all Agencies Having Jurisdiction, a complete set of prints of working drawings and specifications (electronic copy on a flash drive) shall be submitted to the City and CM for review, study, checking, and approval by the City and CM. Consultant shall make all changes, additions and/or corrections in the final working drawings and specifications requested by City, so long as they are not in conflict with the requirements of the Final Programming and Project Criteria, applicable building codes, local, State and/or Federal governmental regulations and requirements of Agencies Having Jurisdiction or previous approval.

Entitlements and City and Agencies Having Jurisdiction Approval Services

a. Services
i. Consultant shall prepare and file all documents required for obtaining the required entitlements and approvals from the City and all Agencies Having Jurisdiction over the Project;
ii. Consultant shall not submit 100% Construction Documents for entitlements or approval for Agencies Having Jurisdiction review until all agreed upon City, CM and City's third-party reviewer, if any,
constructability comments have been incorporated. There shall be no incremental submissions of the Construction Documents to any Agencies Having Jurisdiction over the Project. Upon City approval, Consultant shall then submit all required documents to the Agencies Having Jurisdiction, obtain reviews and corrections from Agencies Having Jurisdiction, and incorporate any required changes and/or corrections into the Construction Documents, calculations or other documents prepared by Consultant at no cost to the City;

iii. Consultant shall pay all fees required for such Agencies Having Jurisdiction and/or other authorities with City reimbursing Consultant for the actual cost of same without any markup by Consultant;

iv. Consultant shall produce all plan sets required by all Agencies Having Jurisdiction for approval of the Project at no additional cost to the City;

v. Consultant shall attend all meetings required by all Agencies Having Jurisdiction for approval of the Project at no additional cost to the City; and

vi. Consultant shall do all things necessary to secure all entitlements and approvals for the Project.

3. the Basic Services set forth in Consultant’s Proposed Plans for Performance of Services Per Phase narrative submitted in response to Attachment 1 to this RFP, including what more Basic Services should be required to achieve the Project’s goals for Phase Two; and

4. All Basic Services related to and required for all of the foregoing pursuant to the Contract Documents.

C. CONSTRUCTION RELATED SERVICES THROUGH PROJECT CLOSE OUT – PHASE THREE

Duration: These services are anticipated to be performed by Consultant over a fourteen-month (14) period from approximately May 2025 through June 2026. This schedule is subject to change.
Phase Three services shall be performed pursuant to the requirements set forth in, and/or as incorporated into, the Contract and as forth below.

Consultant’s Phase Three services shall include, without limitation, the following:

1. **General Contractor Procurement Assistance Services**
   a. Assisting CM, City and other third parties engaged by City, if any, to develop the Project General Contractor Request for Qualifications and Bid documents (“RFB”);
   b. Participating in the City’s and CM’s development of selection criteria and selection of a qualified General Contractor to construct the Project via the RFB process;
   c. Assisting with City’s and CM’s preparation for any negotiations and advising the City and CM on its hiring of a qualified General Contractor;
   d. Receiving, commenting and making recommendations to the CM, City and other third parties engaged by City, if any, on responses to all requests for clarifications/information submitted by interested Bidders, coordinating with the CM and the City thereon and assisting in drafting responses thereto;
   e. Assisting CM, City and other third parties engaged by City, if any, to review Statements of Qualifications and Bids submitted in response to the Project General Contractor Request for Qualifications and Bid documents;
   f. Attending meetings with the successful General Contractor regarding the Project before construction starts. Assume two (2) meetings at five (5) hours each.

2. **Construction Administration Assistance Services**
   a. Assisting CM in ensuring General Contractor is constructing Project pursuant to the approved Construction Documents;
   b. Participating, commenting on and making recommendations on all inspections;
   c. Coordinating with the CM firm on all requests for substitutions from General Contractor and assisting in developing responses thereto;
   d. Assisting CM review and validation of General Contractor’s progress payment requests;

*Attachment 9 – Scope of Work Descriptions per Phase*
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e. Assisting CM in reviewing all communications from the General Contractor regarding its reaching Substantial Completion, and commenting on same and making recommendations regarding same to the City;

f. Assisting CM prepare deficiency lists for why Substantial Completion has not been reached, specifically identifying all such scopes of work and particulars thereof and assisting CM estimate and place a value thereon for “disputed retention” purposes under applicable law;

g. Making recommendation(s) to the City and CM regarding the dollar amount, less “disputed retention”, that should be released to the General Contractor within sixty (60) days upon reaching Substantial Completion;

h. Assisting CM in identifying all close out materials, documentation, spare parts, etc. that the City has received or not received from the General Contractor;

i. Assisting CM in determining whether Final Completion of the Project has been reached;

3. Final Project Approvals and Closeout Services
   a. Consultant shall ensure that all Agencies Having Jurisdiction approvals are obtained pursuant to the Contract Documents and to ensure the City’s beneficial occupancy and use of Project pursuant to the Project completion schedule and Contract Documents.

4. The Basic Services set forth in your Proposed Plans for Performance of Services Per Phase narrative submitted in response to Attachment 1 to this RFP, including what more Basic Services should be required to achieve the Project’s goals for Phase Three; and

5. All Basic Services related to and required for all of the foregoing pursuant to the Contract Documents.

[END OF ATTACHMENT 9]
Exhibit No. 2
RFP-0201 Addendum #1

City of Inglewood
Renovation of the Main Library
A/E Services
(“Project”)
April 24, 2023

The following items are hereby issued as part of Addendum # 1 for the City of Inglewood's Main Library Renovation Project for A/E Services.

I. Addition to Documents Comprising the “Notice to Contractors Calling for Pre-Qualification Applications and Bids”:

A. Addition # 1 – Fully Permitted Seismic Retrofit Construction Document:
   1. Attachment A – Seismic Retrofit 100% Construction Documents

B. Addition # 2 – Microsoft WORD Documents:
   2. Attachment B – RFP 0201 MS Word Document needed for submission

II. Requests for Clarifications as of April 24, 2023 issued and Responses thereto.

Question #1:

"The RFQ mentions that a version of the document will be uploaded to PlanetBids as a Word file so that it can be edited, but we can only find a PDF. Will the Word file be uploaded?"

Answer to Question #1:

Word documents have been attached to this Addendum # 1 as Attachment B.

END OF ADDENDUM # 1
The following items are hereby issued as part of Addendum #2 for the City of Inglewood’s Main Library Renovation Project for A/E Services.

I. Clarification to Documents Comprising the “Notice to Contractors Calling for Pre-Qualification Applications and Bids”:

Clarification on the Job Walk (Pre-Bid meeting) Location: Thursday April 27th at 9:00 a.m., at the Inglewood Main Library located at 101 W Manchester Blvd, Inglewood, CA 90301.

II. Requests for Clarifications as of April 25, 2023 issued and Responses thereto.

Question #1:

“Is the participation of minority owned businesses required, and if not, will teams with minority owned businesses be scored higher than those without?”

Answer to Question #1:

There is no specific requirement for participation of minority owned businesses. Scoring criteria has been outlined in the bid document and no additional criteria will be added.

Question #2:

“Is a Public Engagement consultant a requirement?”

Answer to Question #2:

No, it is not a requirement. The construction manager will take the lead on community relations. The A/E firm will assist the CM community outreach by supporting the plan outlined by the CM.

Question #3:

“For the proponents to have a more realistic sense of the project scope, and an even playing field with regard to preparing fee proposals, please identify the Intended Construction Budget for the project.”
Answer to Question #3:

The full project budget cannot exceed $40 million dollars. This amount will not include the cost for an opening day book collection.

Question #4:

"Has a Construction Manager been awarded for the project, and if so, please provide the company name?"

Answer to Question #4:

The City is finalizing the selection of a CM firm.

Question #5:

"Can projects that are not yet completed be included for points?"

Answer to Question #5:

The evaluation committee will place a heavy emphasis on library renovation experience. Projects that are substantially in progress should count towards experience, if it is similar in size and scope.

Question #6:

"For the pre-bid meeting on 4/27, is there anywhere that we need to register or sign up ahead of time, or can we just attend at 9am? Also, please can you confirm that the meeting will take place at the Inglewood Main Library (the PlanetBids website states that the location is "to be determined")?"

Answer to Question #6:

There is no pre-register or advanced sign up needed to attend the pre-bid (job-walk) meeting. There will however by a sign in sheet at the start of the meeting that must be signed to not have points deducted from the final score outlined in the evaluation criteria. The pre-bid (job-walk) meeting location and time has been provided within this Addendum # 2 document under the clarification section.

Question #7:

"Has Inglewood already conducted a community engagement process for this library renovation? Would it benefit our team to have a community engagement partner, or does the city plan do this separately from this RFP?"

Answer to Question #7:

No, the City of Inglewood has not conducted the community engagement process. The construction manager will take the lead on community relations. The A/E firm will assist the CM community outreach by supporting the plan outlined by the CM.
END OF ADDENDUM #2
The following items are hereby issued as part of Addendum #3 for the City of Inglewood's Main Library Renovation Project for A/E Services.

I. Requests for Clarifications as of May 2, 2023 issued and Responses thereto.

**Question #1:**
"Submission of Proposals, in hard copy form--how many copies do you require?"

**Answer to Question #1:**
Please submit three hard copies.

**Question #2:**
"Where in our submission do we include examples of relevant project experience?"

**Answer to Question #2:**
This will be included as part of the response to “Attachment 1 – Team Matrix, CV’s, and Proposed Plan for Performance of Services per Phase”.

**Question #3:**
"In the interest of sustainability, would the City consider having the proposal submission be a PDF file, to be uploaded to the Planet Bids portal, instead of the hard copy requirement?"

**Answer to Question #3:**
The City can review this for future submissions but the current submission protocol for RFP-0201 will be as outlined in the RFP documents.

**Question #4:**
"How many hard copies of the proposal are required to be submitted? The RFP does not specify."

**Answer to Question #4:**
Please submit three hard copies.

**Question #5:**
"Does the 100-page limit refer to 100 double sided individual pages (i.e. 200 sides), or 100 printed sides (50 individual pages)?"
Answer to Question #5:
100 double sided individual pages (i.e. 200 sides)

Question #6:
"Do cover pages, tabs, and section dividers count towards the page limit?"

Answer to Question #6:
No

Question #7:
"Will the city define which subconsultant disciplines need to be included in the response, and as part of the NTE fee?"

Answer to Question #7:
No, the A/E firm will need to outline which subconsultants are needed to accomplish the project scope and include these fees in each NTE phase.

Question #8:
"Landscaping and Hardscaping is mentioned as part of the scope. What is the extent of the project site?"

Answer to Question #8:
The project site may include the small driving path behind the library at the exit of the depository as well as the area around the main entry at the top of the inclined path.

Question #9:
"Can just the tables from Attachments 1 & 2 be copied into our own RFP document, or do we need to include all additional text from the Word documents?"

Answer to Question #9:
Please include all additional text as the submission will become a part of the contract documents.

Question #10:
"Please confirm that Attachments 3 thru 7 only need to be signed by the Primary Proposer, and not by each of their subconsultant included in the proposal response."

Answer to Question #10:
These documents need to be signed by the primary proposer only.

Question #11:
"Can the city provide any additional information on the anticipated Civil engineering scope of the project?"

Answer to Question #11:
There is no additional information to share.

Question #12:
"Can we add additional sections (while remaining within the 100 page limit), beyond the scope of what is listed under section VI.B, such as additional relevant experience, and a project approach?"
**Answer to Question #12:**
The limit is 100 double sided individual pages (i.e. 200 sides). This will be included as part of the response to “Attachment 1 – Team Matrix, CV’s, and Proposed Plan for Performance of Services per Phase”.

**Question #13:**
“For the Estimated Cost of Construction required by the Scope of Work, does the City require a fully-detailed cost breakdown as provided by a professional Cost Estimator, or just more general input from the design-team members based on previous experience?”

**Answer to Question #13:**
The City requires a fully-detailed cost breakdown as provided by a professional Cost Estimator.

**Question #14:**
“Thank you for providing us with construction documents for the City of Inglewood Civic Center – Voluntary Seismic Improvements. It is our understanding that the seismic retrofit of the library is estimated to cost $15 million. Could you please provide the estimated cost of seismic improvements to the library as found by KPFF, ODAA and Syska Hennessy?”

**Answer to Question #14:**
Document is provided as Attachment A to this Addendum #3.

**Question #15:**
“An industry rule of thumb is that construction budgets are approximately 75% of project budgets, which would imply that the construction budget for this project is in the range of $30M. If the seismic upgrade of approximately $15M is included in the construction budget, that would imply that the remainder of the renovation will be completed within the remaining budget of $15M, or approximately $187.50 /sq.ft. If this is the case, the renovation will be very modest and in our opinion as library designers, not in line with the RFP’s stated General Project Intent and Goals. If this scenario is borne out of the construction manager’s schematic design cost estimate, is there any likelihood of the City increasing the overall budget?”

**Answer to Question #15:**
The $40 million dollar total project budget is a hard number limit and the City will not be increasing this amount. The A/E firm will be responsible for designing a project that stays within this limit. Any cost estimates provided by the CM will be for City use only. The A/E firm will need to use reliable estimates during each phase of the design process to ensure that the project can be built within the total project budget.

**Question #16:**
“Could the City please release the list of job walk attendees?”

**Answer to Question #16:**
This document was uploaded to PlanetBids on 4/27/2023.

**Question #17:**
“Will KPFF be engaged to complete the seismic work for the project?”
**Answer to Question #17:**
The seismic retrofit construction documents have been fully approved by the City of Inglewood Building and Safety Department. There is no further design work to be completed on this portion. The decision to engage KPFF as a subconsultant will be up to the individual A/E from to determine if any portion of the renovation will affect the approved construction documents and whether engaging KPFF will be the most cost effective way to address these changes.

**Question #18:**
"How many physical copies of the Proposal submission are required?"

**Answer to Question #18:**
Please submit three hard copies.

**Question #19:**
"Is there a HAZMAT subconsultant required or desired in the scope of services?"

**Answer to Question #19:**
The City is aware that asbestos is present in the building and will need to be addressed in the renovation. Hazmat testing has been provided for in the CM documents and will be hired through CM firm on behalf of the City.

**Question #20:**
Is the Library designated historical as would require a preservation architecture consultant?

**Answer to Question #20:**
The main library is not designated as a historical site and will not require a preservation architecture consultant. However, all reasonable accommodations will be made to not affect the Tom Van Sant's bas relief's that are mostly on the exterior of the building.

**Question #21:**
"Why were the two concrete shear walls at the lower level placed where they were in the seismic upgrade plan?"

**Answer to Question #21:**
No comment

**Question #22:**
"The building's structural system consists of five column lines in the east-west direction and five column lines in the north-south direction, for an overall symmetrical square arrangement of four bays per side. Why are the eccentric braced frames placed asymmetrically within this symmetric arrangement of columns (maybe having to do with the asymmetrical arrangement of the cores)?"

**Answer to Question #22:**
No comment
**Question #23:**

"Are the existing floor plates just sufficient or more than sufficient to provide the necessary horizontal shear drag at each level? If the steel plate collectors at the beams are in place at completion of the upgrade can some portions of the floors between those beams be removed?"

**Answer to Question #23:**

No comment

**Question #24:**

"Is the parking that consumes the entirety of the ground plane surrounding the ground level of the library exclusively for library use? Is it used? Is the lot ever full? Is there sufficient parking at the civic center in general."

**Answer to Question #24:**

This lot is used for the entire City Hall complex which includes the Main Library. The lot is routinely full for overflow parking for So-Fi stadium events.

**Question #25:**

"Can you provide your most recent Annual Operating Budget for the main library?"

**Answer to Question #25:**

The annual operating budget for the library can be found using the link below. The FY 2023 budget currently stands at $4,758,370.


**Question #26:**

"Can you provide your most recent Visits per Capita at the main library?"

**Answer to Question #26:**

The library in its current un-renovated form gets 34,560 visitors per year. The per capital calculation is (34,560 library visitors/107,762 Inglewood Population) 0.32 visits per capita.

**Question #27:**

"We understood on the job walk that current collections are about 100,000 in number of which 30,000 are children’s and circulation. Can you provide the current circulation numbers of those collections?"

**Answer to Question #27:**

Children's Collection = 33,208 items  
Adult/Teen Collection = 84,108 items  
15,933 checkouts for last 12 months  
13,055 checkouts for last 12 months

**Question #28:**

"It was suggested that existing collection would be reduced to 50% of its size to then rebuilt with new collections over time. What is your goal for total collections accommodated on site, and how many of those will have to be available on open stacks (as opposed to closed, compact stacks)?"
**Answer to Question #28:**
The total collection will be roughly 117,000 items, which is the current size today. Open stacks are only used for magazines and newspapers with a total display of 42 magazine titles and 6 newspapers.

END OF ADDENDUM #3
RFP-0201 Addendum #4

City of Inglewood
Renovation of the Main Library
A/E Services
("Project")
May 8th, 2023

The following items are hereby issued as part of Addendum # 4 for the City of Inglewood’s Main Library Renovation Project for A/E Services.

I. Requests for Clarifications as of May 4, 2023 issued and Responses thereto.

Question #1:
“How many hard copies are required? Should we provide a flash drive with an electronic copy?”

Answer to Question #1:
Please submit three hard copies. No flash drive with electronic copy will be required.

Question #2:
“Please define what Fully Burdened means for the hourly rates.”

Answer to Question #2:
Fully Burdened Hourly Rate means an hourly rate that includes all salary, overhead costs, general and administrative expenses, and profit.

Question #3:
“Does the City of Inglewood have technology standards?”

Answer to Question #3:
Yes, the project will require City and library specific technology standards.

Question #4:
“Please confirm level of detail (LOD) drawing requirements for technology.”

Answer to Question #4:
The level of detail should be specific enough for a general contractor to bid on the project, as well as, accomplish the installation.

Question #5:
“Our firm submitted a proposal as a subconsultant under a prime for RFP-0195 for the CM component of this project. If selected for either RFP-0195 or for this RFP, will we be precluded from the other scope of work?”

Answer to Question #5:
Yes
Question #6:
"RFP indicates the use of an above ground thermal energy storage tank. Has there been a feasibility study completed for thermal storage or other energy related systems or design?"

Answer to Question #6:
No

Question #7:
"Should the Technology design efforts include the design of the data network and voice systems, or will this be provided by the City IT team?"

Answer to Question #7:
Technology design efforts should include the design of the data network and voice systems with input from City IT staff.

Question #8:
"Do the front cover, back cover, TOC, CVs, divider tabs all count towards the 100 page limit?"

Answer to Question #8:
Cover pages, table of contents, tabs, and section dividers do not count towards the page limit.

Question #9:
"How many hard copies should be submitted?"

Answer to Question #9:
Please submit three hard copies

Question #10:
"Do signatures need to be original or will an electronic signature suffice?"

Answer to Question #10:
Electronic signatures will be sufficient but original signatures will be required if the A/E firm is selected.

Question #11:
"Is there a minimum sustainability goal or certification for the project?"

Answer to Question #11:
No

Question #12:
"How recently were the library's HVAC systems evaluated to confirm no upgrades are required by code?"

Answer to Question #12:
No HVAC system evaluation has been performed.
Question #13:
"Griffin Structures will be handing public relations, does this include community outreach to support the design?"

Answer to Question #13:
Yes, the A/E firm will support the public relation campaign created by CM by attending community meetings and taking design input from the community.

Question #14:
"Where should project qualifications (project cut sheets) be placed in the document? How will these project qualifications factor into the scoring?"

Answer to Question #14:
This will be included as part of the response to “Attachment 1 - Team Matrix, CV’s, and Proposed Plan for Performance of Services per Phase” and will be a part of the 350 points provided for this section.

Question #15:
"We see that the city is requiring Bid Alternates. Will a 3-line specification be required for lighting specifications on this project?"

Answer to Question #15:
The Question is vague and ambiguous regarding a "3-line specification", and as such the City cannot speculate as to its meaning or provide a definitive response.

Question #16:
"Are there any sustainability/environmental performance goals?"

Answer to Question #16:
No

Question #17:
"CD’s that allow for phased implementation to accommodate funding are called for on page 73-74. Is the City expecting the existing building to remain operational throughout or only for specified portions of the work?"

Answer to Question #17:
The library will remain open during Phase 1 and 2 but will close during the Phase 3 construction.

Question #18:
"Will the site meeting notes be posted on Planet Bids?"

Answer to Question #18:
No

Question #19:
"Furniture specification and procurement - is it included in scope or contracted separately? Note Page 57 calls out for fixtures, finishes and equipment but not furniture - is furniture considered a fixture? RFP also mentions group 1 and 2 FF&E - what is the difference?"
**Answer to Question #19:**
The Question is vague and ambiguous and as such the City cannot speculate as to its meaning or provide a definitive response. The City does state that the furniture will be purchased through Tangram, but the successful A/E firm is responsible for identifying appropriate pieces as part of the design process, subject to City approval.

**Question #20:**
"Page 5 shows general contractor Procurement Assistance services as part of phase 2. Page 79 Attachment 9 includes this scope in phase 3. Please advise and clarify what resulting schedule for phase two and three work will be."

**Answer to Question #20:**
The Question is vague and ambiguous and as such the City cannot speculate as to its meaning or provide a definitive response.

**Question #21:**
"Do you mind confirming whether the $40 million dollar does or does not include soft costs like fees, CM services, legal entitlements, and etc?"

**Answer to Question #21**
The $40 million dollar budget does include soft costs like fees, CM services, and legal entitlements.

END OF ADDENDUM #4
Exhibit No. 3
CITY OF INGLEWOOD
RFP-0201
AE SERVICES MAIN LIBRARY RENOVATION PROJECT

Submission Date:
May 18, 2023

Submitted by:
LPA
5301 California Avenue, Suite 100
Irvine, CA 92617

F: 949 260 1190 | E: JHart@LPADesignStudios.com | P: 949 701 4046
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Attachment 2: Names, Titles, Hourly Rates, and Not to Exceed Amount Per Phase
Attachment 3: Acknowledgment of Addenda
Attachment 4: Representations and Certifications Form
Attachment 5: Conflict of Interest Certification Form
Attachment 6: Authorization to Release Information Form
Attachment 7: Non-Collusion Declaration
Cover Letter
May 18, 2023

CITY OF INGLEWOOD
Harjinder Singh
1 Manchester Boulevard
Inglewood, CA 93001

RE: RFP-0201 FOR AE SERVICES FOR THE INGLEWOOD MAIN LIBRARY RENOVATION PROJECT
LPA Reference Number B31312

Dear Mr. Singh:

LPA is honored to submit our qualifications and proposal for Architectural and Engineering Services for Inglewood Main Library Renovation Project. We are uniquely prepared for collaborating, visioning, designing, and executing projects that respond to the context of a site and the vision of a community. Our integrated team of designers have an extensive track record designing high-performance, civic, and community-oriented environments that help you achieve your vision and provide the highest level of public service.

Over the last 20 years, LPA has worked with several communities across Southern California, designing new and renovated libraries in communities like yours. On the following pages of this proposal, you will see some examples of our work; each project tells the unique story of its community. LPA approached each of these projects with sensitivity of the local character and infused each library with modern technology, amenities, functionality, and durability. These experiences combined with our history of designing more than 300 libraries for cities, counties, schools, and universities provide us with a depth of experience and resources to help you realize your library as a resource for life-long learning that connects to the fabric of your community.

This is an important time for the City of Inglewood. Your library is an important community asset, as you embark on the seismic retrofit of your existing library and make an investment in the future of your community. The decisions made now during the design process for a well-planned and safe library will impact future generations of Inglewood residents. LPA excels in these situations: bringing clarity, client-centered engagement, technical excellence, and thoughtful design solutions, allowing you to focus on delivering great community-based resources to your citizens.

LPA is passionate about creating high-performance programs and designs that work better, do more with less and improve people’s lives. We accomplish this through an integrated approach that emphasizes teamwork, communication, and a commitment to client service. As one of the only design firms in the country with a dedicated research team, we can draw on cutting-edge data, programming, analysis, and technology to provide Inglewood with imaginative, cost-effective solutions. The benefits of partnering with us include:

- **Civic design expertise and leadership.** We are strategic thinkers and problem-solvers with extensive experience in the unique opportunities and challenges of planning and designing for civic projects. Our team has successfully completed over 300 civic projects, with over 80% of our work coming from repeat clients.
- **A better process, with better results.** As an integrated design firm and consultant team, we offer a multidisciplinary team of architects, planners, programmers, engineers, landscape architects, interior designers and researchers all working together, many of which are in-house from project start to finish. It’s a seamless collaborative process that generates better ideas, value, and outcomes for your project.
- **A closer client relationship.** When you choose our team, you get a dedicated and responsive design partner you can count on. We work closely with all stakeholders throughout every stage of your project—listening closely to your needs, sharing ideas, keeping the project on budget and on schedule and shepherd ng you through any challenges that arise.

At LPA, our mission is to Change Lives by Design—a purpose and goal we bring to every project. Working with you, we feel that your library is an opportunity for us to help make a significant impact to improve the quality of life in your community. We would be honored to be selected to help you realize your vision. With our proposal, we will share our team and experience, which has uniquely prepared LPA for this scope of work with the City of Inglewood.

On the following page, we have provided our requested changes to the terms, conditions, and/or provisions of the Sample Professional Services Agreement.
LPA would like to respectfully request the following changes to the terms, conditions, and provisions of the Professional Services Agreement:

<table>
<thead>
<tr>
<th>Article</th>
<th>Alternative Language</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.9</td>
<td>Replace &quot;Construction administration&quot; with &quot;Construction contract administration&quot;</td>
<td>The term “Construction Administration” could be construed as making the Consultant more responsible for the contractor than customary.</td>
</tr>
<tr>
<td>C</td>
<td>Revise the opening paragraph and Item 1 to read, “Consultant shall perform its services in accordance with the standard industry of the locale in which the project is being built and, notwithstanding anything else in this Agreement (including any exhibits), no warranties shall apply. In accordance with such standard where such standard is applicable, Consultant shall do all of the following: 1) Consultant’s Services shall be in accordance with the requirements of this Agreement and Agencies Having Jurisdiction&quot;.</td>
<td>It appears that the original language as written is attempting to expand the customary standard of care and perhaps hold the Consultant to a performance standard. Professional liability insurance, which is required elsewhere by the City in the Agreement, only covers a design professional’s negligence (breach of the customary standard of care) in the rendering of its professional services. There is not coverage for a performance standard.</td>
</tr>
<tr>
<td>7.B.7</td>
<td>Delete &quot;and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements&quot;.</td>
<td>It is not standard to require the Declarations Page to evidence coverage.</td>
</tr>
<tr>
<td>7.B.10</td>
<td>Delete &quot;or reduced in coverage&quot;.</td>
<td>Insurers don’t provide notice of reduction to an insured’s clients.</td>
</tr>
<tr>
<td>8</td>
<td>In the first sentence of the first paragraph, insert, “(but not including the City’s other consultants or its contractors)” between “agents” and “employees”.</td>
<td>It’s customary to limit the indemnified parties to the party that the indemnitor is contracting with.</td>
</tr>
<tr>
<td>Scope of Work</td>
<td>If selected and upon a fuller understanding of the project, LPA would request an opportunity to negotiate the scope of services as contemplated in the RFP.</td>
<td></td>
</tr>
</tbody>
</table>

Jeremy Hart  
AIA, LEED AP BD+C  
Principal-in-Charge, Director of Civic + Cultural  
Authorized to submit and bind the company/firm.
Mandatory Attachments that Must be Submitted with Proposal
THE CONNECTED LIBRARY

LPA is uniquely prepared for visioning, designing, and executing projects that respond to the context of a site and the vision of the community. Our team has an extensive track record of designing high-performance, sustainable, civic and community-oriented environments that help clients achieve their visions and provide the highest level of public service.

LPA’s passion for providing value to public clients has altered the way in which we approach our process internally. Our integrated design process facilitates collaboration among architects, engineers, landscape architects, interior designers and researchers on a day-to-day basis in real time, enabling us to create projects that “do more with less.” This integrated approach emphasizes teamwork, communication, and a commitment to client service. The results yield buildings that solve more problems and work better for the people using the spaces, while requiring less energy, water, area, and materials.

LPA is one of the most experienced sustainable firms in the country. We designed the very first LEED NC project in the country in 2000, long before LEED became mainstream. We believe that responsible design translates into sharply reduced energy and maintenance costs for our clients, and we are passionate about finding the appropriate sustainable quotient on every project regardless of budget or scale. We start every project with understanding the local site conditions and exploring passive sustainable features in our energy models to find options with the most long-term benefits for our clients. As an added benefit, these passive energy features give a timeless character to a project and firmly root it in place. At LPA, we have a vision for a better future. The ideas we’re implementing today will make a difference in people’s lives tomorrow.

To read “The Connected Library” a featured article in LPA’s magazine, Catalyst, use your phone to scan the QR code to the Right.
A. Pre-Design and Collaboration Services – Phase One:

1. Proposed Team Members:

<table>
<thead>
<tr>
<th>Individual’s Name</th>
<th>Individual’s Employer</th>
<th>Individual’s Title/Position for this Project</th>
<th>Individual’s Number of years employed by Proposer</th>
<th>Have you attached Individual’s CV (yes/no)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeremy Hart</td>
<td>LPA, Inc.</td>
<td>Principal-in-Charge</td>
<td>25</td>
<td>Yes</td>
</tr>
<tr>
<td>Melody Tang</td>
<td>LPA, Inc.</td>
<td>Project Manager</td>
<td>18</td>
<td>Yes</td>
</tr>
<tr>
<td>Anna Nasonova</td>
<td>LPA, Inc.</td>
<td>Architect, Project Designer</td>
<td>6</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Create additional lines as needed in the WORD Document or use additional pages if needed and attach same to your Proposal.

[insert such information above and attach CV’s at the end of this Attachment 1]

2. Proposed Plan Described for Phase One Services:

Using an attachment, provide a written narrative: (i) detailing how you intend to perform the Basic Services required of you per the RFP for Phase One Services; and (ii) detailing what more Basic Services, if any, the City should consider to achieve the Project’s goals especially for Phase One.

[Go on to next page]
"The Library Board of Trustees, Building Committee and the staff have found the entire staff of LPA to be very responsive to the input from our staff, Committee and Board. They worked with us to design a building that will meet our needs, standards, and dreams. The design of the renovation was created by the very interactive process. I highly recommend LPA for their very professional, personal and communicative skills. Working with them is a pleasure."

Aileen Edgington, Ph.D.
Chair, WVL Building Committee
Trustee, WVL District Board
### B. Design through City and Agencies Having Jurisdiction Approvals Services – Phase Two

#### 1. Proposed Team Members:

<table>
<thead>
<tr>
<th>Individual's Name</th>
<th>Individual's Employer</th>
<th>Individual's Title/Position for this Project</th>
<th>Individual's Number of years employed by Proposer</th>
<th>Have you attached Individual's CV (yes/no)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeremy Hart</td>
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<td>25</td>
<td>Yes</td>
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<td>Melody Tang</td>
<td>LPA, Inc.</td>
<td>Project Manager</td>
<td>18</td>
<td>Yes</td>
</tr>
<tr>
<td>Anna Nasonova</td>
<td>LPA, Inc.</td>
<td>Architect, Project Designer</td>
<td>6</td>
<td>Yes</td>
</tr>
<tr>
<td>Chris Lentz</td>
<td>LPA, Inc.</td>
<td>Library Programmer</td>
<td>34</td>
<td>Yes</td>
</tr>
<tr>
<td>Heather Tapia</td>
<td>LPA, Inc.</td>
<td>Interior Designer</td>
<td>20</td>
<td>Yes</td>
</tr>
<tr>
<td>Erik Ring</td>
<td>LPA, Inc.</td>
<td>Mechanical Engineer</td>
<td>16</td>
<td>Yes</td>
</tr>
<tr>
<td>Kathreen Shinkai</td>
<td>LPA, Inc.</td>
<td>Civil Engineer</td>
<td>14</td>
<td>Yes</td>
</tr>
<tr>
<td>Steve Bakin</td>
<td>LPA, Inc.</td>
<td>Electrical Engineer</td>
<td>5</td>
<td>Yes</td>
</tr>
<tr>
<td>Rich Bienvenu</td>
<td>LPA, Inc.</td>
<td>Landscape Architect</td>
<td>15</td>
<td>Yes</td>
</tr>
<tr>
<td>Louis Toranzo</td>
<td>KPFF</td>
<td>Principal, Structural Engineer</td>
<td>0</td>
<td>Yes</td>
</tr>
<tr>
<td>Maikol Del Carpio</td>
<td>KPFF</td>
<td>Structural Engineer, Senior Project Manager</td>
<td>0</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Create additional lines as needed in the WORD Document or use additional pages if needed and attach same to your Proposal.

[Insert such information above and attach CV’s at the end of this Attachment 1]

#### 2. Proposed Plan Described for Phase Two Services:

Using an attachment, provide a written narrative: (i) detailing how you intend to perform the Basic Services required of you per the RFP for Phase Two Services; and (ii) detailing what more Basic Services, if any, the City should consider to achieve the Project’s goals especially for Phase Two.

[Go on to next page]
PROPOSED PLAN FOR PHASE TWO SERVICES

100 - PROGRAMMING AND PROJECT CRITERIA
DEVELOPMENT AND APPROVAL SERVICES

In the Programming and Project Criteria Development Phase, LPA shall provide those services necessary for LPA to assist the Client in establishing program, conceptual design, budgetary, and scheduling requirements for the Project prior to beginning design. The following descriptions shall apply to those services.

101 Programming services required to establish the following detailed qualitative and quantitative requirements for the Project:

.01 Design objectives and criteria.
.02 Space requirements.
.03 Space relations.
.04 Number and functional responsibilities of personnel.
.05 Flexibility and expandability.
.06 Special equipment and systems.
.07 Site programming requirements.

102 Space Planning Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:

.01 Internal functions.
.02 Human, vehicular and material flow patterns.
.03 General space allocations.
.04 Adjacency.
.05 Flexibility and expandability.

103 Room Data Sheets services include the definition of each room in the program to include:

.01 Room square footage, occupancy loads, ceiling height requirements, access constraints, security, hours of use, adjacency requirements, and physical requirements.
.02 Temperature, ventilation, and lighting requirements (natural or artificial).
.03 Telecommunications, AV, Emergency Power, plumbing, gas, and other infrastructure needs.
.04 Wall, Floor, and Ceiling finish requirements.
.05 Casework needs.
.06 Fixtures, finishes, and equipment requirements.

104 Existing Facilities Assessment services consisting of researching, assembling, reviewing, and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

.01 Photography.
.02 Field measurements.
.03 Review of existing design data.

.04 Assessment of ADA accessible paths of travel and other code compliance requirements.
.05 Analysis of existing electrical, mechanical, and plumbing capabilities.
.06 Review of existing drawings for critical inaccuracies, and the development of required measured drawings.
.07 Creation of digital drawings in AutoCAD or Revit format to become Basis of Design going forward.

105 Site Analysis services consisting of:

.01 Identification of potential site(s).
.02 On-site observations.
.03 Movement systems, traffic, and parking studies.
.04 Topography analysis.
.05 Analysis of deed, zoning, and other legal restrictions.
.06 Overall site analysis and evaluation.
.07 Comparative site studies.

106 Conceptual Site and Building Development services consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site and building development designs, including:

.01 Land utilization.
.02 Structures placement.
.03 Development phasing.
.04 Movement systems, circulation, and parking.
.05 Utilities systems.
.06 Surface and subsurface conditions.
.07 Deeds, zoning, and other legal restrictions.
.08 Landscape concepts and forms, including:
   a) Site analysis and programming diagram.
   b) Character imagery.
   c) Concept plan.
   d) 3D digital study model.
.09 Building concepts and forms, including:
   a) Building plan concepts.
   b) 3D digital study model.
   c) Material and finish imagery.
   d) Concept rendering(s).

107 On-site Utility Studies services consisting of establishing requirements and preparing initial designs for on-site:

.01 Electrical service and distribution.
.02 Gas service and distribution.
.03 Water supply and distributions.
.04 Site drainage.
.05 Sanitary sewer collection and disposal.
.06 Storm water quality requirements.
.07 Central-plant mechanical systems.
.08 Fire systems.
.09 Site illumination.
.10 Communications systems.

108 Off-site Utility Studies services consisting of:
   .01 Confirmation of location, size and adequacy of utilities serving the site.
   .02 Determination of requirements for connection to utilities.
   .03 Planning for off-site utility extensions and facilities.
   .04 Design of off-site utility extensions and facilities.

109 Project Development Scheduling services consisting of:
   establishing a tentative schedule for pre-design services, decision-making, design, documentation, contracting and construction, based on determination of LPA's services, Client responsibilities and proposed design and construction procedures.

110 Project Budgeting services relating to development of a Statement of Probable Construction Cost for site-related work based on programming and scheduling of site work, and consisting of the application of unit cost data for:
   .01 Site grading.
   .02 On-site utilities.
   .03 Utilities connections.
   .04 Off-site utilities work.
   .05 Drainage.
   .06 Paving.
   .07 Site lighting.
   .08 Landscaping work.
   .09 Site furniture.

111 Presentations services consisting of presentations of Site Analysis studies, reports, and data by LPA to the following client representatives:
   .01 the Client.
   .02 Building/Steering committee(s).
   .03 Staff committee(s).
   .04 User group(s).
   .05 Board(s) of Directors/Trustees.

112 Summary of Meetings: services consisting of meeting attendance and presentations of Pre-design Phase analyses and recommendations by LPA, as follows:
   .01 One (1) - Kickoff Meeting.
   .02 Seven (7) - Specific Collaboration Meeting(s).
   .13 Summary of Deliverables:
      .01 Program.
      .02 Space Planning diagrams.
      .03 Room Data Sheets.
      .04 Existing Facilities assessment.
      .05 Site Analysis.
      .06 Site and Building Development Concepts.
      .07 Utility Studies.
      .08 Schedule.
      .09 Statement of Probable Construction Cost.
      .10 Meeting Minutes.

DESIGN THROUGH AGENCIES HAVING JURISDICTION

200 - SCHEMATIC DESIGN

In the Schematic Design Phase, LPA shall provide those services to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of Project components for approval by the City and reviewed and agreed upon by LPA. The following descriptions shall apply to those services:

201 Architectural Design/Documentation services responding to program requirements and consisting of preparation of:
   .01 Conceptual site, floor, roof, and reflecting ceiling plans.
   .02 Preliminary sections and elevations.
   .03 Preliminary selection of building systems and materials.
   .04 Perspective sketch(es).
   .05 3D Virtual model.
   .06 General information including sheet index and code analysis.
   .07 Demolition plans (where appropriate).

202 Structural Design/Documentation services in relationship to the library renovation design consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions include the following specific services:
   .01 Development of a recommended structural system based on cost, efficiency, performance, and constructability.
   .02 Preliminary gravity and seismic analysis as needed to assess the feasibility of considered structural systems.
   .03 Conceptual foundation, floor, and roof plans (consisting of drafted plans and/or hand sketches).
   .04 Seismic upgrades are specifically excluded from this scope of work and covered under a separate agreement.
203 Mechanical and Plumbing Design/Documentation services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

.01 Heating, ventilating and air conditioning
.02 Plumbing
.03 Fire protection (risers)
.04 General exhaust systems
.05 General space requirements
.06 Conceptual drawings including legends and schedules, demolition plans (if applicable), mechanical and plumbing floor, roof, and zoning plans

204 Electrical Design/Documentation services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

.01 Preliminary utility coordination
.02 Power service and distribution
.03 Lighting
.04 Fire detection and alarms
.05 Special electrical systems (if applicable)
.06 Emergency and standby power systems (if applicable)
.07 General space requirements
.08 Conceptual drawings including lead sheets, demolition plans (if applicable), site distribution plan, single line diagram, floor plans and enlarged plans
.09 Low Voltage Technology including communications, structured cabling, electronic safety and security, and fire alarm
.10 Specialty Audio Visual/Broadcast Systems layout

205 Civil Design/Documentation services consisting of development of conceptual design solutions for site components. Off-site areas, areas outside of the property line, city sidewalks, and areas within the public Right of Way are not included. Design solutions will be developed for the following:

.01 Review the aerial and ground survey provided by the Client, except where indicated elsewhere that LPA is to provide
.02 Utilizing the aerial and ground survey, compile a base map
.03 Utilizing Client and/or Agency-provided as-builtons and/or Index Maps, compile a base map of existing utilities
.04 Conceptual Grading and Drainage Plan
.05 Conceptual Composite Utility Plan
.06 Conceptual Storm Water Quality Plan
.07 Conceptual demolition plan (if applicable)

206 Landscape Design/Documentation services consisting of alternate materials, systems and equipment and development of conceptual design solutions for:

.01 Coordinate with the Civil Engineer to compile base plan
.02 Material selection and plans
.03 Planting palette and plans
.04 Site furniture and architectural items including seating, Lighting fixture selection, and Trash, recycle receptacles, etc.

207 Interior Design/Documentation services consisting of space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and furniture and equipment requirements to establish:

.01 Space planning, partition and furnishings' locations, and furniture and equipment layouts
.02 Material and color selections and coordination
.03 Adaptation of mechanical, electrical, and other building systems to meet tenant needs

208 Kitchen/Foodservice Planning, Design/Documentation services consisting of space allocations and plans based on functional relationships, consideration of equipment and storage needs, and development of conceptual design layouts to establish:

.01 Space planning, fixed equipment and work areas, and utility requirements

209 Materials Research/Specifications services consisting of:

.01 Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
.02 Review of availability and suitability of alternative materials, systems, and equipment
.03 Development of a written narrative Basis of Design (outline specifications)

210 Building Information Modeling (BIM) consisting of:

.01 Schematic Design drawings for all disciplines (except as noted) will be prepared utilizing Autodesk's REVIT BIM software to Level of Development (LOD) 100
.02 Civil drawings will be prepared using Autodesk's Civil3D software
.03 Landscape drawings will be prepared using Autodesk's AutoCAD software
Project Development Scheduling services consisting of reviewing and updating previously established Project Schedules or initial development of Project schedules (if not previously established) for decision-making, design, documentation, contracting and construction.

Statement of Probable Construction Cost services consisting of development of a probable construction cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.

Summary of Meetings:
.01 Six (6) Bi-Weekly Schematic Design Project Meetings.
.02 Presentation of Design, Schedule and Construction Cost Estimate to City Staff and CM.

Summary of Deliverables:
.01 Schematic Design drawings
.02 Basis of Design document
.03 Schedule.
.04 Statement of Probable Construction Cost.
.05 Meeting Minutes.

300 - DESIGN DEVELOPMENT
In the Design Development Phase, LPA shall provide those services to prepare from the approved Schematic Design Documents, for approval by the Client, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction scheduling, maintenance requirements and energy conservation. The following descriptions shall apply to those services.

301 Architectural Design/Documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the Project through:
.01 General information including sheet index, code analysis, fire access plan, and CAI Green checklist.
.02 Site, demolition (if applicable), floor, roof, finish, reflected ceiling and signage plans.
.03 Building and wall sections and exterior elevations.
.04 Typical construction details.
.05 Interior elevations.
.06 Final materials selections.

302 Structural Design/Documentation services in relationship to the library renovation design regarding continued development of the specific basic structural system(s) in sufficient detail to establish:
.01 Sizes for all primary elements of the gravity and lateral force resisting system including beams, columns, decks, braces and typical slab and wall reinforcing.
.02 Primary foundation sizes and reinforcing.
.03 Review of and design for critical coordination clearances.
.04 Structural calculations for all major structural elements including the development of three-dimensional finite element models as needed to verify the adequacy of the structural components depicted in the Revit model and drawings
.05 Drawings including foundation plan, framing plans, elevations as needed to describe the lateral force resisting system, footing, column, slab and beam schedules, typical details and details or sections for major building components such as canopies, roof screens and the critical components of the seismic load path.
.06 Seismic upgrades are specifically excluded from this scope of work and covered under a separate agreement.

303 Mechanical and Plumbing Design/Documentation services consisting of continued development and expansion of mechanical and plumbing Schematic Design Documents to establish:
.01 Approximate equipment sizes and capacities.
.02 Preliminary equipment selection and layouts.
.03 Required space for equipment.
.04 Required chases and clearances.
.05 Acoustical and vibration control.
.06 Visual impacts.
.07 Energy conservation measures/modeling.
.08 Drawings including legends and schedules, demolition plans (if applicable), mechanical and plumbing floor, roof, piping and zoning plans, enlarged plans, plumbing site plans, sections, details, sequence of operations diagram, riser diagram.

304 Electrical Design/Documentation services consisting of continued development and expansion of electrical Schematic Design Documents or materials lists to establish:
.01 Utility coordination
.02 Criteria for lighting and electrical systems.
.03 Approximate sizes and capacities of major components.
.04 Preliminary equipment and lighting layouts.
.05 Required space for equipment.
.06 Required chases and clearances.
.07 Drawings including lead sheets, general notes, legends and symbols, demolition plans (if applicable), site distribution and lighting plans, lighting photometrics, power plans, lighting plans, single line diagram, feeder schedules, panel schedules, lighting control diagram, and typical details.
.08 Fire alarm lead sheets, plans and details.
.09 Low Voltage Technology including communications and electronic safety and security symbols and notes, floor plans, user diagram, structured cabling pathway, enlarged plans, and typical details.
.10 Specialty Audio Visual/Broadcast Systems plans and details.

305 Civil Design/Documentation services consisting of continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for the specified areas.
.01 Demolition Plan.
.02 Horizontal Control and Paving Plan.
.03 Precise Grading Plan.
.04 Earthwork Calculations.
.05 Drainage Plan.
.06 Utility Plan.
.07 Erosion Control Plan.
.08 Draft Fire Master Plan.
.09 Draft Fire Underground Plan.
.10 Draft Hydrology Study.
.11 Draft Hydraulics Study.
.12 Compile Composite Site Utility Plan across multiple disciplines.

306 Landscape Design/Documentation services consisting of continued development and expansion of landscape Schematic Design Documents to establish final scope, relationships, forms, size, and appearance of the Project through:
.01 Landscape notes and schedules.
.02 Overall site plan.
.03 Materials, layout and enlarged plans.
.04 Details.
.05 Planting plan/calculations.
.06 Planting details.

307 Interior Design/Documentation services consisting of continued development and expansion of interior Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details relative to:
.01 Interior construction of the Project.
.02 Special interior design features.
.03 Furniture and equipment planning.
.04 Materials, finishes and colors.

308 Fire Protection Design/Documentation services consisting of:
.01 Drawings including general information, site plan, floor plans, building sections, typical and seismic bracing details.
.02 Preliminary hydraulic calculations.

309 Kitchen/Foodservice Planning, Design/Documentation services consisting of continued development of Schematic Design Documents to establish final space allocations, functional relationships, and utility and systems considerations including:
.01 Drawings including general notes, schedules, floor, utility, and equipment plans, interior elevations, enlarged plans and typical details.

310 Building Information Modeling (BIM) consisting of:
.01 Design Development drawings for all disciplines (except as noted) will be prepared utilizing Autodesk's REVIT BIM software to Level of Development (LOD) 200.
.02 Civil drawings will be prepared using Autodesk's Civil3D software.
.03 Landscape drawings will be prepared using Autodesk's AutoCAD software.

311 Materials Research/Specifications consisting of:
.01 Development of outline specifications or update to the Basis of Design indicating significant materials, systems and equipment and their criteria and quality standards.
.02 Interior and exterior material boards identifying selection of major materials and finishes for approval by the Client.

312 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.

313 Statement of Probable Construction Costs services at 50% Design Development and 100% Design Development consisting of updating and refining the prior Statements.

4 / MANDATORY ATTACHMENTS THAT MUST BE SUBMITTED WITH PROPOSAL

City of Inglewood | Main Library Renovation Project 15
of Probable Construction Cost of the Project, taking into
consideration:
.01 Quantity take-offs and unit cost pricing for materials,
labor, tools, equipment, and services required for the
Work plus estimates for the Contractor's supervision
cost, Work required by General and Supplementary
Conditions, and an allowance for a reasonable
Contractor's overhead and profit.
.02 Availability of materials and labor.
.03 Project delivery procedures.
.04 Construction sequencing and scheduling.
.05 Changes in scope of the Project.
.06 Adjustments in quality standards.

314 Summary of Meetings:
.01 Three (3) Monthly Design Development Project
Meetings.
.02 Two (2) Presentations of Design, Schedule and
Construction Cost Estimate to City Staff and CM
at 50% Design Development and 100% Design
Development

315 Summary of Deliverables:
.01 Drawings.
.02 Basis of Design document, or
outline specifications.
.03 Material boards.
.04 Schedule update.
.05 50% Design Development Statement of Probable
Construction Cost.
.06 100% Design Development Statement of Probable
Construction Cost.
.07 Meeting Minutes

400 - CONSTRUCTION DOCUMENTS
In the Construction Documents Phase, LPA shall provide those
services to prepare, from the approved Design Development
documents, for approval by the Client. Construction Documents
consisting of Drawings, Specifications and other documents
setting forth in detail the requirements for construction of the
Project and bidding and contracting for the construction of the
Project. The following descriptions shall apply to those services:

401 Architectural Design/Documentation services consisting
of preparation of Drawings based on approved Design
Development Documents setting forth in detail the
architectural construction requirements for the Project.
Deliverables include:
.01 General information including sheet index, code
analysis, fire access plan, and CAL Green checklist.
.02 Site, demolition (if applicable), floor, roof, finish,
reflected ceiling, signage, and enlarged plans.
.03 Building and wall sections and exterior elevations.
.04 Door, window/opening schedules, and elevations.
.05 Details.
.06 Interior elevations.
.07 Vertical circulation (if applicable) plans and sections.
.08 Owner-provided equipment layouts and coordination
schedules (if applicable).

402 Structural Design/Documentation services in connection
with the library renovation consisting of preparation of structural engineering calculations, Drawings and
Specifications based on approved Design Development
documents, setting forth in detail the structural
construction requirements for the Project. Deliverables include:
.01 General notes.
.02 Typical, site, and framing details.
.03 Foundation plans, framing plans, elevations, footing,
column, slab and beam schedules, typical details and
details or sections for major building components
such as canopies, roof screens and the critical
components of the seismic load path.
.04 Brace frame, and/or shear wall, and/or moment
frame, and/or truss elevations.
.05 Stair framing (if applicable).
.07 Final engineering calculations.
.08 Seismic upgrades are specifically excluded from
this scope of work and covered under a separate
agreement.

403 Mechanical and Plumbing Design/Documentation services
consisting of preparation of final mechanical and plumbing
engineering calculations, Drawings and Specifications
based on approved Design Development documents,
setting forth in detail the mechanical construction
requirements for the Project. Deliverables include:
.01 Final equipment selections, sizes, and layouts.
.02 Final energy compliance modeling, calculations, and
compliance forms.
.03 Drawings including legends and schedules,
demolition plans (if applicable), mechanical and
plumbing floor, roof, piloting and zoning plans,
enlarged plans, plumbing site plans, sections, details,
sequence of operations diagram, riser diagram.
Electrical Design/Documentation services consisting of preparation of final electrical engineering calculations, circuiting, compliance documentation, drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project. Deliverables include:

- **01** Drawings including lead sheets, general notes, legends and symbols, demolition plans (if applicable), site distribution and lighting plans, lighting photometrics, power and mechanical plans, lighting plans, single line diagram, feeder and panel schedules, lighting control diagram, and typical details.
- **02** Fire alarm drawings including lead sheet, plans and details.
- **03** Low Voltage Technology drawings including communications and electronic safety and security symbols and notes, floor plans, riser diagram, structured cabling pathway, enlarged plans, and typical details.
- **04** Speciality Audio Visual/Broadcast Systems plans and details.

Civil Design/Documentation services consisting of preparation of final civil engineering Design, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project. Deliverables include:

- **01** Title Sheet
- **02** Demolition Plan
- **03** Horizontal Control and Paving Plan
- **04** Precise Grading Plan
- **05** Earthwork Calculations
- **06** Drainage Plan
- **07** Utility Plan
- **08** Erosion Control Plan
- **09** Detail Plans
- **10** Fire Master Plan
- **11** Fire Underground Plan
- **12** Hydrology Study
- **13** Hydraulics Study
- **14** Composite Site Utility Plan
- **15** Engineer's Cost Estimate Form
- **16** Stormwater Pollution Prevention Plan (SWPPP)

Landscape Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape construction requirements for the Project. Deliverables include:

- **01** Landscape notes and schedules.
- **02** Overall site plan.
- **03** Materials plan.
- **04** Layout plan.
- **05** Enlargements/sections.
- **06** Elevations
- **07** Details.
- **08** Irrigation plan/legend.
- **09** Irrigation notes/AB1881 calculations.
- **10** Irrigation details.
- **11** Planting plan/calculations.
- **12** Planting details.

Interior Design/Documentation consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the requirements for interior construction for the Project. Deliverables include:

- **01** Drawings including general information, site plan, floor plan, building sections, typical and seismic bracing details.
- **02** Final hydraulic calculations.

Kitchen/Foodservice Planning, Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the construction requirements for the Project. Deliverables include:

- **01** Drawings including general notes, schedules, floor, utility, and equipment plans, interior elevations, enlarged plans and details.
- **02** Foodservice Equipment specification and schedule.

Materials Research/Specifications consisting of:

- **01** Assistance to the Client in development and preparation of bidding documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Client and Contractor(s).
.02 Assistance to the Client in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).

.03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality, and performance criteria required for the construction of the Project.

.04 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

411 Building Information Modeling (BIM) consisting of:

.01 Construction Documents drawings for all disciplines (except as noted) will be prepared utilizing Autodesk's REVIT BIM software to Level of Development (LOD) 200.

.02 Civil drawings will be prepared using Autodesk's Civil3D software.

.03 Landscape drawings will be prepared using Autodesk's AutoCAD software.

412 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.

.01 At the direction of the City and the CM, phasing documents will be prepared based upon scopes of work identified by the City.

413 Statement of Probable Construction Cost services consisting of advising the Client of any adjustments to, and, when the Construction documents are approximately 50% complete and 100% complete, updating of the Design Development Phase Statement of Probable Construction Cost of the Project, considering:

.01 Quantity take-offs and unit cost pricing for materials, labor, tools, equipment, and services required for the Work plus estimates for the Contractor’s supervision cost, Work required by General and Supplementary Conditions, and an allowance for a reasonable Contractor’s overhead and profit.

.02 Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.

.03 Known changes in the cost of materials, labor, and services since preparation of the previous Statement of Probable Construction Cost.

.04 Adjustments for known or anticipated changes in the bidding market relative to the Project.

.05 Preparation of Bid Alternates and Allowances.

414 Summary of Meetings:

.01 Four (4) Monthly Construction Document Project Meetings.

.02 Two (2) Presentations of Design, Schedule and Construction Cost Estimate to City Staff and CM at 50% Construction Documents and 100% Construction Documents.

.03 One (1) Meeting with the Agency Having Jurisdiction at the 50% Construction Document Milestone.

415 Summary of Deliverables:

.01 Building construction drawings.

.02 Site construction drawings.

.03 Specification (Project Manual).

.04 Schedule update.

.05 Statement of Probable Construction Cost update.

.06 Meeting Minutes.

500 - AGENCY APPROVAL

In the Agency Approval Phase, LPA shall provide those services to process Construction Documents through the appropriate Agency(ies) Having Jurisdiction (AHJ’s) to obtain plan check approval. The following descriptions shall apply to those services:

501 Local Agency Plan Check Approval services including submittal of plans to the Building Department and/or other agency departments including:

.01 Assistance to the Client in the preparation of the application(s).

.02 Coordination with the agency(ies) to determine plan check fees.

.03 Submittal to agency(ies) for plan check review. Response to plan check comments as necessary to obtain approval.

.04 Distribution of approved sets of documents.

.05 Coordination with the agency(ies) to determine permit fees and other requirements (permits to be pulled by Contractor).

502 Summary of Meetings:

.01 Three (3) agency meetings.

.02 Two (2) plan check meetings.

503 Summary of Deliverables:

.01 Agency-approved Construction Documents.

.02 Agency approved Specification (Project Manual).

.03 Schedule update.

.04 Final Statement of Probable Construction Cost.

.05 Meeting Minutes.
C. Construction Related Services through Project Close Out – Phase Three:

1. Proposed Team Members:

<table>
<thead>
<tr>
<th>Individual’s Name</th>
<th>Individual’s Employer</th>
<th>Individual’s Title/Position for this Project</th>
<th>Individual’s Number of years employed by Proposer</th>
<th>Have you attached Individual’s CV (yes/no)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeremy Hart</td>
<td>LPA, Inc.</td>
<td>Principal-in-Charge</td>
<td>25</td>
<td>Yes</td>
</tr>
<tr>
<td>Melody Tang</td>
<td>LPA, Inc.</td>
<td>Project Manager</td>
<td>18</td>
<td>Yes</td>
</tr>
<tr>
<td>Anna Nasonova</td>
<td>LPA, Inc.</td>
<td>Architect, Project Designer</td>
<td>6</td>
<td>Yes</td>
</tr>
<tr>
<td>Chris Lentz</td>
<td>LPA, Inc.</td>
<td>Library Programmer</td>
<td>34</td>
<td>Yes</td>
</tr>
<tr>
<td>Heather Tapia</td>
<td>LPA, Inc.</td>
<td>Interior Designer</td>
<td>20</td>
<td>Yes</td>
</tr>
<tr>
<td>Erik Ring</td>
<td>LPA, Inc.</td>
<td>Mechanical Engineer</td>
<td>16</td>
<td>Yes</td>
</tr>
<tr>
<td>Kathleen Shinkai</td>
<td>LPA, Inc.</td>
<td>Civil Engineer</td>
<td>14</td>
<td>Yes</td>
</tr>
<tr>
<td>Steve Bakin</td>
<td>LPA, Inc.</td>
<td>Electrical Engineer</td>
<td>5</td>
<td>Yes</td>
</tr>
<tr>
<td>Rich Bienvenu</td>
<td>LPA, Inc.</td>
<td>Landscape Architect</td>
<td>15</td>
<td>Yes</td>
</tr>
<tr>
<td>Louis Toranzo</td>
<td>KPFF</td>
<td>Principal, Structural Engineer</td>
<td>0</td>
<td>Yes</td>
</tr>
<tr>
<td>Maikol Del Carpio</td>
<td>KPFF</td>
<td>Structural Engineer, Senior Project Manager</td>
<td>0</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Create additional lines as needed in the WORD Document or use additional pages if needed and attach same to your Proposal.

[insert such information above and attach CV’s at the end of this Attachment 1]

2. Proposed Plan Described for Phase Three Services:

Using an attachment, provide a written narrative: (i) detailing how you intend to perform the Basic Services required of you per the RFP for Phase Three Services; and (ii) detailing what more Basic Services, if any, the City should consider to achieve the Project’s goals especially for Phase Three.

[End of Attachment 1 Form]
CONSTRUCTION RELATED SERVICES THROUGH PROJECT CLOSE OUT

600 - BIDDING / NEGOTIATION

In the Bidding Phase, LPA, following the Client's and applicable agency's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services for LPA to assist the Client in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. In the case of phased construction, the Client may authorize bidding and/or negotiation of portions of the Work prior to completion of the Construction Documents Phase. The following descriptions shall apply to those services:

601 Bidding Materials services consisting of organizing and handling Bidding Documents for:
   .01 Coordination.
   .02 Reproduction.
   .03 Completeness review.

602 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions, and notice(s) of changes in the bidding schedule and procedure. Services include submittal of addenda to the appropriate agency for plan check approval, and distribution of the approved addenda to prospective bidders.

603 Bidding/Negotiations services consisting of:
   .01 Participation in pre-bid conferences.
   .02 Responses to questions from bidders or proposers and clarifications or interpretations of the Bidding Documents.
   .03 Attendance at bid opening(s).

604 Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by bidders or proposers either prior to receipt of Bids or proposals, or after as determined by bidding procedures.

605 Summary of Meetings:
   .01 Two (2) Meetings with the successful General Contractor.

606 Summary of Deliverables:
   .01 Bid documents (plans and specifications)
   .02 Addenda.

700 - CONTRACT ADMINISTRATION

In the Contract Administration Phase, LPA shall provide those services necessary for the administration of the construction contract. The following descriptions shall apply to those services:

701 Office Construction Administration services consisting of:
   .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents.
     a. Shop Drawings and submittals review (limit two iterations per submittal) to be reviewed and returned in fifteen (15) working days.
     b. Distribution of submittals to the Client, Contractor and/or Construction Manager, as required.
     c. Maintenance of master file of submittals and associated reporting log.
   .02 Interpreting the contract documents, including receipt, review of, and appropriate action on Requests for Information (RFI's).
     a. Issue clarifications as necessary to address and resolve questions or inquiries from the Contractor.
     b. Unwarranted or incomplete requests will be rejected.
     c. Excessive and repeated submissions by the Contractor shall be provided as an additional service.
     d. Maintenance of master file of RFI's and associated reporting log.
     e. RFI's to be reviewed and returned in five (5) working days.
   .03 Related communications.

702 Construction Field Observation services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, including:
   .01 Site visits based on weekly meetings for (65) weeks of construction.
   .02 Field Observation does not include any inspection or approval of built or planned construction work.
   .03 LPA shall advise the Client when Work is observed that does not conform with the Contract Documents and shall make recommendations regarding correction of such Work.
   .04 Coordination with Project Inspector, and materials testing labs.
   .05 Related communications.
Changes, Quotation Requests, and Change Order services consisting of:

01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be clarified or modified.

02 Evaluation and recommendations of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.

03 Evaluation and recommendations of proposals relative to changes in time for Completion.

04 Assistance in the preparation of appropriate modifications of the Contract(s) for Construction.

05 Review and recommendations regarding Contractor claims, disputes, or other matters in controversy between the Client and Contractor.

06 Related communications.

Construction Cost Accounting services consisting of:

01 Evaluation of Applications for Payment and certification thereof.

02 Related communications.

800 - POST-CONSTRUCTION

In the Post-Construction Phase, LPA shall provide those services to assist the Client in the closeout of the project and use and occupancy of the facility. The following descriptions shall apply to those services:

801 Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Client, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

01 A detailed review with Client's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.

02 Determination of the amounts to be withheld until final completion.

03 Issuance of Certificate(s) of Substantial Completion.

04 Review upon notice by the Contractor(s) that the Work is ready for final review and acceptance.

05 Notification to the Client and Contractor(s) of deficiencies found in follow-up review, if any.

06 Final review with Client's representative to verify final completion of the Work.

07 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Client against liens.

08 Issuance of final Certificate(s) for Payment.

09 Receipt of complete, Contractor-annotated as-built markup drawings and specifications (if appropriate) and review to confirm as-buils accurately reflect clarifications and changes issued through the course of construction. Transmittal of as-built drawings and specifications to the Client for their records.
Jeremy Hart  AIA, LEED AP BD+C
ASSOCIATE PRINCIPAL | DIRECTOR OF CIVIC + CULTURAL

EDUCATION
Bachelor of Architecture
Cal Poly, Pomona

CAREER SUMMARY
1998: Started in industry
1998: Started at LPA

LICENSE #
29148, CA

AFFILIATIONS
AIA, Orange County
U.S. Green Building Council

RELEVANT EXPERIENCE
City of Moorpark
Moorpark Library
County of Orange
Civic Center
City of Wimberley
Wimberley Village Library
City of Long Beach
Michelle Obama Library
City of Diamond Bar
Diamond Bar library
City of Orange
Library and History Center
City of Laguna Niguel
Branch Library
City of Malibu
Library and City Hall
City of Mission Viejo
City Hall and Library Expansion

As Design Director at LPA, Jeremy Hart designs with discovery and impact in mind. With more than 25 years of experience, he believes that the direction of design should reflect the will of the community.

As an architect and a history buff, Jeremy is driven by the desire to create and influence our environment in a meaningful way. He asserts that architects’ ability to create meaningful impressions on people can influence a community, interactions and the surrounding environment. Jeremy approaches each project like a puzzle that needs to be solved, uncovering each factor that may contribute to a project. Jeremy strives to learn how the project site and environment will inform the functional requirements of the building program and the values of the community.

Inspired by the unique components that architecture presents, Jeremy enjoys the variety in daily tasks and project needs. His responsibilities are to guide the discovery process; set a clear vision for the project and the project team; blend together all aspects of the pragmatic and poetic portions of a site, a building layout, engineering systems and the overall aesthetic direction of the project.
City of Moorpark

Moorpark Library

Designed to showcase sustainable design and inclusive planning, the city of Moorpark’s new city library is the first phase of a master-planned civic center. Anchored at the west end of Moorpark’s historic High Street, the library will act as a bridge between the historic commercial district and the residential and mixed-use developments planned to the west of the library.

At 18,000 square feet, the new library will be three times larger than the existing library on the same site. The new library incorporates outdoor porches—a popular element of the existing library—on all four sides of the building, blending indoor and outdoor spaces into a larger community gathering hub. Large windows on the north elevation flood the interior of the library with daylight, and strategic canopies and overhangs protect the southern and eastern portions of the building from harsh sun angles.

The library is designed as all-electric with no fossil fuels on site, and is supported by a 130kW roof-mounted photovoltaic array that will offset 100% of the building’s anticipated energy use. Balanced with a battery back-up for nighttime energy loads, the new resilient, flexible building will serve as the new heart of the growing community.

RELEVANCE OF PROJECT

The Moorpark Library represents LPA’s latest thinking on Library Design. More than a standard neighborhood library, The Moorpark Library includes an expanded children’s library that connects to the community room for expanded programs, indoor/outdoor connections that anchor the library in the historic downtown, and an innovation center/teen library that provides access to the latest technology, including digital editing tools and a podcast studio.
Melody Tang  AIA, LEED AP BD+C, NCARB
ASSOCIATE | SENIOR PROJECT ARCHITECT

EDUCATION
Bachelor of Architecture
Cornell University

CAREER SUMMARY
2003: Started in industry
2005: Started at LPA

LICENSE #
35167, CA

AFFILIATIONS
AIA, Orange County
U.S. Green Building Council

RELEVANT EXPERIENCE
County of Orange
County Civic Center
City of Diamond Bar
Diamond Bar Library
Edwards Lifesciences
Campus Expansion
Parking Structure
Irvine Company
Santa Clara Square
Santa Clara Gateway
Eastgate Terrace Center
Sand Canyon Business Center
Discovery Business Center
Orange Coast College
Interdisciplinary Building
Coastline Community College
Newport Beach Learning Center
Environmental Nature Center
Preschool

Melody Tang is an architect with a unique ability to blend both the art and technical craft of design. She has over 20 years of experience on a variety of award-winning projects ranging from tenant improvements to multi-phase, ground up high-rise office complexes. Her background includes commercial, civic, educational, hospitality, and institutional work.

With an eye for detail and a passion for excellence, Melody approaches everything she does with a commitment to deliver high quality to the client. She leverages her strengths in communication, organization, interdisciplinary collaboration, and Building Information Modeling (BIM) to lead project teams through all phases from conceptual design through construction administration. She serves as the key point of contact, leads project meetings, coordinates the design team, and manages the development of construction documents. She believes in creating sustainable, beautiful spaces that address the needs of a diverse population and improve people’s lives.

Melody is currently serving on the AIA Orange County Board of Directors and leads the annual Design Awards competition for the third largest chapter in the State of California. She has previously served as President of the Toastmasters “Speakers by Design” Club, and a Steering Committee Member for CANstruction Orange County.
County of Orange
County Civic Center

An integrated campus for the County of Orange creates a model for open, energy-efficient civic facilities benefiting the workforce and the community.

In an area once barren of meaningful community space and greenery, the newly opened $400 million County of Orange Administrative Civic Center complex reworks how the County interacts with the public, upgrades employee work environments and establishes a new urban center for downtown Santa Ana.

Two six-story, 250,000-square-foot office buildings bookend a 35,000-square-foot plaza that creates a welcoming central gathering space and a gracious entrance to the buildings. Landscaped promenades draw people into the plaza and provide a doorstep to a new retail-inspired “one-stop shop” public counter for 13 County departments and a jewel box-like new hearing room for the County Board of Supervisors.

The new Civic Center complex is at the heart of a 20-year master plan to reposition every aspect of the County of Orange’s downtown real estate. Its completion — on time and under budget — is a story of collaboration, long-term planning and an innovative process focused on delivering the County a new generation of efficient, adaptable and open facilities. Integral to achieving this goal was a public-private partnership (P3) with Griffin Structures as lead developer, LPA as the design partner and Swinerton Builders as the general contractor. At every step, LPA’s integrated design team of in-house engineers, landscape architects and interior designers were involved with the developer, construction team and County staff to address issues and develop solutions.

RELEVANCE OF PROJECT

The County of Orange Civic Center was a complex, multi-phase development that required an incredible amount of coordination between the owner, the contractor, and the design team to build the multi-phased campus while county operations within and around the campus remained operational. The project is a testament that good planning and constant communication among all project stakeholders can deliver a project on a working and occupied campus, ahead of schedule and on budget.

PROJECT RECOGNITION

American Public Works Association Project of the Year
Precast Concrete Institute Sustainable Design Award
AIA Orange County Citation Award
ASCOC Outstanding Structural Eng. Project Award
Anna Nasonova RA
ARCHITECT, PROJECT DESIGNER

EDUCATION
M.Arch
Yale School of Architecture

CAREER SUMMARY
2017: Started in industry
2017: Started at LPA

LICENSE #
C38746, CA

Anna brings rigor and passion to all design challenges as she leads the execution of creative and technical documents related to Civic and Cultural projects. Working with other LPA disciplines, Anna conducts research, conceptualization, modeling, visualization, and implementation of architectural intent in integrated projects. Anna believes in the necessity of environmentally responsible design practices and strives to develop sustainable, healthy, resilient, and rewarding environments that reflect the unique values and culture of each client.

RELEVANT EXPERIENCE
City of Wimberley
Wimberley Village Library

City of Laguna Niguel
Branch Library
Crown Valley Park Community Building

City of Moorpark
Moorpark Library

County of Orange
County Administration Building South
City of Wimberley
Wimberley Village Library

The library expansion in development for Wimberley, Texas, will increase services to the community and provide a teaching tool on how to live within the environment. The design for the renovation of the existing 8,000-square-foot library and the 8,000-square-foot expansion embraces the site in the heart of Hill Country, preserving mature oak and elm trees and collecting and treating stormwater to reflect the community’s “One Water” initiative.

The two buildings come together to create a courtyard and are connected by a bridge building spanning over a creek bed and channel stormwater, emphasizing the connection to nature. The original library feels like a cottage, and the expansion is treated like a barn. The original structure is built of stone and promotes a warm, homey feel; the addition is an expansive, high-volume, utilitarian space. It will include the children’s library, youth services, a demonstration kitchen, meeting space and a flexible makerspace, which opens to an outdoor patio.

All the design decisions were rooted in sustainable design principles, reflecting local priorities. The siting of the building, the sloping of the roof and the massing will increase operating efficiency, boost natural light and create direct connections to the environment.

RELEVANCE OF PROJECT

The Wimberley Village Library is a project that expands and reprograms the entire library, doubling the square footage of the library. Construction, currently underway, is phased to allow for the existing library to remain open to the public while the expansion is built. After the new wing opens, the existing library will be renovated and reprogrammed. Stakeholder outreach with the community and the library board was critical in prioritizing the program and creating alignment with the limited project budget.
Chris Lentz CID, LEED AP ID+C
ASSOCIATE | LIBRARY PROGRAMMER

EDUCATION
BFA, Interior Design
Brigham Young University

CAREER SUMMARY
1987: Started in industry
1987: Started at LPA

LICENSE #
29148, CA

AFFILIATIONS
AIA, Orange County
U.S. Green Building Council

With more than 30 years at LPA, Chris Lentz influences the interior design solutions of many civic and corporate projects. Her leadership style proves successful in both small team structures and is an integral part of a large team institutional design project.

Chris has extensive experience in library facility planning on a wide variety of new construction and renovation projects. She specializes in planning process, program documentation, broad-based community and user involvement, and long-term owner client relationships.

RELEVANT EXPERIENCE
City of Long Beach
- Michelle Obama Branch Library
City of Orange
- Library and History Center
City of Malibu
- Library and City Hall
City of Laguna Niguel
- Branch Library
City of Fullerton
- Library Renovation
City of Diamond Bar
- Library and City Hall
City of Wimberley
- Wimberley Village Library
City of Long Beach
Michelle Obama Branch Library

The single-story, 25,000-square-foot, state-of-the-art community library features dynamic public spaces and sustainable strategies, with a design that connects the facility with a historic neighborhood.

The new library was designed to replace the former North Branch Library, which didn’t have space for community gatherings, children’s services or the new demands of a modern library. The new library was designed through an extensive discussion with the community, to ensure it met their needs and served as an expression of the local culture and history. Located on the site of the historic Atlantic Theater, the library pays homage to the area’s past by featuring the original theater spire on top of the new building. The interior includes 3D printers, computers, a family learning center, themed children’s and young adult libraries, after-hours public meeting rooms and self-checkout kiosks.

The library’s sustainable design focuses on two key issues for California: water and energy use. The building uses nearly 40 percent less potable water for plumbing fixtures and 55 percent less for irrigation, aided by a landscape palette of drought-tolerant, native California plants coupled with a cutting-edge watering system. Natural light, efficient HVAC and a responsive building envelope helps the LEED Silver building exceed California Title 24 energy codes by nearly 20 percent.

For more information on the City of Long Beach’s Michelle Obama Branch Library, use your phone to scan the QR code to the right.

RELEVANCE OF PROJECT
The Michelle Obama Branch Library started out as a renovation of an revered city landmark. When the renovation was deemed too cost prohibitive, the community stood up and insisted that the spirit of the old theater be represented in the new library design. The project you see today is testament to healthy community engagement and shows what we all can accomplish when we work together with stakeholders.
Heather Tapia
INTERIOR DESIGNER

EDUCATION
BFA, Interior Design
California State University, Long Beach

CAREER SUMMARY
2003: Started in industry
2003: Started at LPA

With more than 20 years experience, Heather is responsible for the programming, strategic planning, furniture management specifications, construction documentation and construction administration. She is diligently involved to ensure requirements, design, project budget and schedule are successfully delivered. Heather leads, plans, organizes and controls the activities of the interiors project team to best accomplish the successful completion of the project.

RELEVANT EXPERIENCE
Sage Hill School
Sage Hill School Library
City of Moorpark
Moorpark Library
Surfrider Foundation
Corporate Headquarters
USC
Department of Public Safety
City of Rialto
Rialto Police Department
City of Duarte
Duarte City Hall
Sage Hill School
Sage Hill School Library

The project added new meeting spaces, enhanced student collaboration and study areas, and offices and working spaces. The renovation was made possible by $3.5 million in donations from current families, alumni and alumni families and friends of Sage Hill School. The opening of the re-imagined Johnson Family Library is an important milestone for the School. The updated design and furniture reflect the way that students learn and collaborate in the 21st century. The dynamic, technology-rich environment includes multiple flexible study and meeting spaces, and can be reconfigured for group or individual work.

RELEVANCE OF PROJECT
At LPA we have a history of long lasting relationships with our clients. 20 years after completing the school library for a private high school, LPA was brought back to redesign and remodel the school's library to be more responsive to the technology needs of today's students. Much like the Inglewood Library, this renovation was accomplished while the school was open and occupied. While the construction did cause some disruptions, it never closed or suspended services to the students.
Erik Ring  PE, LEED FELLOW
PRINCIPAL | DIRECTOR OF ENGINEERING

EDUCATION
Master of Science, Architecture, UC Berkeley

CAREER SUMMARY
1996: Started in industry
2007: Started at LPA

LICENSE #
31731, CA

AFFILIATIONS
LEED Fellow
U.S. Green Building Council

As Director of Engineering, Erik Ring provides overall leadership for LPA’s multi-disciplinary engineering efforts including structural, sites, and systems design focused teams. The engineering teams at LPA work to enhance our approach of an informed design process using integrated teams.

Erik delivers technical and design leadership for integrating appropriate, cost-effective and high-performance engineering solutions for LPA projects. His focus is on integrating sustainable design strategies within LPA projects through understanding every project’s goals, opportunities, and constraints.

Erik’s professional experience includes engineering, research, commissioning and building energy analysis for over 50 LEED and green building projects. Erik specializes in designing high-performance HVAC systems and energy-efficient buildings. He applies passive strategies, load reduction, proven technologies and sound engineering to optimize energy performance and indoor environmental quality, while minimizing capital, energy, and maintenance costs for LPA clients.

RELEVANT EXPERIENCE
Palomar CCD
Learning Resource Center (LRC)
Humanities Building

City of Moorpark
Moorpark Library

County of Orange
Civic Center

Sage Hill School
Sage Hill School Library

City of Long Beach
Michelle Obama Library

CSU Northridge
Extended Learning Center
Student Recreation Center

Coastline CCD
Newport Beach Learning Center

Desert CCD
College of the Desert Athletic Complex

4 / MANDATORY ATTACHMENTS THAT MUST BE SUBMITTED WITH PROPOSAL
32 City of Inglewood | Main Library Renovation Project
Palomar College
Learning Resource Center

The design for Palomar College's new Learning Resource Center (LRC) reimagines the basic concept of a library, creating an open, bright facility which will serve multiple purposes now and into the future.

From the start of the master planning process, the 85,000-square-foot, four-story learning center was designed as the heart of the campus, “the jewel in the crown,” connecting the buildings to an arrival plaza with social areas for students. In addition to the book stacks, there are computer rooms, tutoring spaces, study rooms and social areas. The entrance is an open atrium flooded with natural light and views of the campus, a sharp contrast to the closed off libraries of the past.

Flexible furniture and collaboration spaces are available throughout the lobby, creating a place for students to hang out and study. Each floor of the building, visible from the atrium, represents a different function, including academic technology spaces, a tutoring center, the traditional library book stacks and reading rooms.

RELEVANCE OF PROJECT

The Palomar College Learning Resource Center is a prime example of LPA’s diversity. We are able to adapt progressive ideas in library design, the ways people learn, and how communities engage to all our projects and influence how we approach our projects. The Palomar College LRC uses a large 3-story volume as a mixing chamber of the campus community. Turning the notion of a library upside down, you won’t find the books until you get to the third floor while all the meeting space, technology, and services are immediately accessible. This is a very interesting model that could be studied at the Inglewood Library.

PROJECT RECOGNITION

A4LE Award of Excellence
ASCEOC Excellence in New Construction Award
AIA Orange County Merit Award
AIA San Diego Merit Award
SEAOSD Excellence in Structural Engineering Award
PCL XL error

Subsystem: KERNEL
Error: InsufficientMemory
Operator: BeginImage
Position: 10155
Attachment No. 2
PUBLIC NOTICES

NOTICE OF INTENTION TO ADMINISTRATE BURDENED PROPERTY
TO ALL OWNERS, TENANTS, AND OTHERS

A PETITION FOR PROCEEDINGS TO ADMINISTER BURDENED PROPERTY
WITHIN THE BOUNDARIES OF THE CITY OF LOS ANGELES AND THE CITY OF INGLEWOOD IS CURRENTLY BEING
ADMINISTERED UNDER THE PROVISIONS OF THE CALIFORNIA CONSTITUTION, SECTION 17200 ET SEQUENTIAM,
AND THE PROVISIONS OF CALIFORNIA PUBLIC RESOURCES CODE, CHAPTER 1, SECTION 8500 ET SEQUENTIAM.

THE PROPERTY IN QUESTION APPEARS TO BE A BURDENED PROPERTY WITHIN THE MEANING OF THE A FORECLOSURE
TRANSACTION, AND THE COURT HAS DETERMINED THAT A PETITION FOR PROCEEDINGS TO ADMINISTER
THE PROPERTY IS NECESSARY TO PROTECT THE INTERESTS OF THE OWNERS, TENANTS, AND OTHERS.

THE PETITION REQUESTS THAT THE COURT ORDER THE ADMINISTRATION OF THE PROPERTY IN QUESTION
UNDER THE PROVISIONS OF THE CALIFORNIA PUBLIC RESOURCES CODE, CHAPTER 1, SECTION 8500 ET SEQUENTIAM,
AND THAT THE COURT CONSIDER THE FOLLOWING ISSUES:

1. WHETHER THE PROPERTY IS A BURDENED PROPERTY
2. WHETHER THE ADMINISTRATION OF THE PROPERTY IS NECESSARY
3. WHETHER THE PETITIONERS ARE ENTITLED TO ADMINISTRATION OF THE PROPERTY

THE COURT WILL CONSIDER THE PETITION AT A HEARING TO BE HELD ON THE DATE AND TIME SPECIFIED IN THE
PETITION. ANY PARTY WHO WISHES TO BE HEARD ON THE MATTER SHOULD CONTACT THE COURT AT THE NUMBER
SPECIFIED IN THE PETITION.

PUBLIC NOTICES

PUBLISH YOUR PUBLIC NOTICES HERE

ADVERTISING RATES:
$150.00 AN INSERT
$115.00 AN ANCHOR
$75.00 EMAILED INSERT
$300.00 EMAILED ANCHOR

For more information, contact us at:
deweynewspublications.com

PUBLIC NOTICES

PROJECT FOR QUALIFICATIONS & PROPRIETORS
ARCHITECTS, ENGINEERS, CONTRACTORS, AND OTHER PROFESSIONALS
PROJECT DESCRIPTION:
The City of Los Angeles is seeking NJP.relief professionals to assist in the development of a NCIP.relief project located within the City of Los Angeles. The project involves the development of a NCIP.relief facility that will provide relief services to the population in need. The project is currently in the pre-construction phase and requires the involvement of architects, engineers, and contractors to design, plan, and construct the facility.

REQUIREMENTS:
1. NJP.relief professionals with experience in the development and construction of similar projects
2. Ability to provide comprehensive design and construction services
3. Experience in working with local government agencies and regulatory bodies

BID DEADLINE:
The bid deadline is May 31, 2023. All interested parties are encouraged to submit their proposals by the deadline.

PUBLIC NOTICES

CITY OF LOS ANGELES
CITY ADMINISTRATION BUILDING
10000 WILSHIRE BLVD
LOS ANGELES, CA 90024

For more information, contact us at:
deweynewspublications.com

PUBLIC NOTICES
Attachment No. 3
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2023

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

CONTACT
Lisa Shimizu-Fookes
PHONE: 714-427-3482
FAX: NAIC:
E-MAIL: DesignProCerts@AssuredPartners.com
LICENSED: 6003745

PRODUCER NAIC #
LPA, Inc.
5301 California Avenue, Suite 100
Irvine CA 92617

INSURED
LPA, Inc.
5301 California Avenue, Suite 100
Irvine CA 92617

COVERAGES CERTIFICATE NUMBER: 1112841151

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSEL NTR TYPE OF INSURANCE SUB INSURANCE LIMITS

B COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE OCCUR

GENL AGGREGATE LIMIT APPLIES PER:

POLICY LOC

OTHER:

0

0

D AUTOMOBILE LIABILITY

ANY AUTO

OWNED AUTOS ONLY

N/A

D HIRED AUTOS ONLY

SCHEDULED AUTOS

N/A

D NON-OWNED AUTOS ONLY

N/A

C UMBRELLA LIABILITY

EXCESS LIABILITY

RETIENT $1.00

AGGREGATE

EXCESS LIABILITY

CLAIMS-MADE

PER OCCURRENCE:

OTHER

E.L.

DISEASE - EACH EMPLOYEE

E.L.

DISEASE - EA EMPLOYEE

E.L.

DISEASE- POLICY LIMIT

D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANTHROPORITIONARY/EXECUTIVE OFFICER/EMLPLOYEE EXCLUDED

(Mandatory In NH)

Y

N

DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS

LOCATION / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/ Employers Liability

The City of Inglewood, its officers, officials, employees and volunteers are named as an additional insured as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording, insurance coverage includes waiver of subrogation per attached endorsement(s).

Michael Pan
Digitally signed by Michael Pan
Date: 2023.06.05 11:52:33 -07'00'

CERTIFICATE HOLDER

City of Inglewood
Attn: Harjinder Singh
One Manchester Boulevard
Inglewood CA 90301

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

1. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   a. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy providing auto coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision A.2.:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an "insured" under any other liability insurance policy providing auto coverage.

3. Any person or organization that you are obligated to provide insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee"'s name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

   1. Which are no longer in force; or

   2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased from $2,000 to $5,000, and

2. In a.(4), the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage — Hitting A Bird Or Animal — Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

   a. $60 per day, in lieu of $20; subject to

   b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

   a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to Section III, Paragraph A.4.
We will pay up to $500 for loss to Personal Property which is:

1. Owned by an "insured"; and
2. In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

**F. Rental Reimbursement**

The following is added to Section III, Paragraph A.4.:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
   - The number of days reasonably required to repair or replace the covered "auto"; or,
   - 15 days.
2. Our payment is limited to the lesser of the following amounts:
   - Necessary and actual expenses incurred; or,
   - $25 per day subject to a maximum of $375.
3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**G. Hired "Autos"**

The following is added to Section III, Paragraph A.:

5. Hired "Autos":

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
b. Any covered "auto" hired or rented by your employees without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned autos.

e. Such physical damage coverage for hired "autos" will:
   - Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
   - Such coverage as is provided by this provision G.a.(1) will be subject to a limit of $750 per accident.

**H. Airbag Coverage**

The following is added to Section III, Paragraph B.3.

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**I. Electronic Equipment**

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

**J. Diminution In Value**

The following is added to Section III, Paragraph B.6.
Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
   (1) $5,000; or
   (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage - Executive Officers

The following is added to Sections II and III:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of any of your "executive officers," except:
   a. An "auto" owned by that "executive officer" or a member of that person's household; or
   b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:
   (1) Equal to the greatest of those coverages afforded any covered "auto"; and
   (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

   a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V, Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such written contract; or

B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:

   1. the written contract requires you to provide the additional insured such coverage; and

   2. this coverage part provides such coverage.

II. But if the written contract requires:

   A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

   B. additional insured coverage with "arising out of" language; or

   C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

   A. coverage broader than required by the written contract; or

   B. a higher limit of insurance than required by the written contract.

IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

   A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

      1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      2. supervisory, inspection, architectural or engineering activities; or

   B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:
It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through I. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

(a) the bodily injury or property damage; or

(b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization's financial control of a Named Insured; or

2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the Named Insured, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by the Named Insured's acts or omissions, or the acts or omissions of those acting on the Named Insured's behalf:

a. in connection with the Named Insured's premises; or

b. in the performance of the Named Insured's ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to bodily injury, property damage or personal and advertising injury arising out of the rendering of or failure to render any professional services by, on behalf of, or for the Named Insured, including but not limited to:

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment
Architects, Engineers and Surveyors General Liability
Extension Endorsement

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured’s maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor’s real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver’s liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured’s ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision’s liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, holstaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a Named Insured or on a Named Insured’s behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or property damage included within the products-completed operations hazard.
With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or display, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
   a. the Named Insured's acts or omissions; or
   b. the acts or omissions of those acting on the Named Insured's behalf, in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED - EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this Coverage Part, WHO IS AN INSURED is amended to make the following natural persons Insureds.

If the additional insured is:
   a. An individual, then his or her spouse is an Insured;
   b. A partnership or joint venture, then its partners, members and their spouses are Insureds;
   c. A limited liability company, then its members and managers are Insureds; or
   d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are Insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGE, Coverage A - Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:
• Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured’s inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer’s authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured’s rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured’s reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3, in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4, below, any organization in which a Named Insured has management control:

a. on the effective date of this Coverage Part; or

b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3, above, this insurance does not apply to:
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a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of insured contract is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured you with permission of the owner is not an insured contract;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

   (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or

   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses of any natural person insured or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided, however, that the spouse of a natural person Named Insured, and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.
10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
2. All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. Damages under Coverage B, regardless of the number of locations involved;
2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single location, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION Provision, “location” means:

1. a premises the Named Insured owns or rents; or
2. a premises not owned or rented by any Named Insured at which the Named Insured is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the occurrence can be attributed solely to ongoing operations at a particular location.

E. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
F. The provisions of LIMITS OF INSURANCE not otherwise modified by this GENERAL AGGREGATE LIMITS OF
INSURANCE - PER LOCATION Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the
Named Insured, will be treated in the same manner as though the action were in personam against the Named
Insured.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

A. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the Insuring Agreement is
amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to
the Named Insured’s primary business purpose, and only if:

(1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
(2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will
be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence;
and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled
Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability
insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured’s actual or alleged liability under any oral or written contract or agreement, including but not
limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to claims based
on an individual’s race, creed, color, age, gender, national origin, religion, disability, marital status or sexual
orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state
or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

CNA74858XX (1-15) Insured Name: LPA, INC.
Policy No: 6080627323 Endorsement No:
Effective Date:

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l. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

a. professional health care services on behalf of the Named Insured or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;
b. Nurse;
c. Nurse practitioner;
d. Emergency medical technician;
e. Paramedic;
f. Dentist;
g. Physical therapist;
h. Psychologist;
i. Speech therapist;
j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

iii. amend the definition of Insured to:

a. add the following:

• the Named Insured’s employees are Insureds with respect to:

(1) bodily injury to a co-employee while in the course of the co-employee’s employment by the Named Insured or while performing duties related to the conduct of the Named Insured’s business; and

(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured’s business;

when such bodily injury arises out of a health care incident.

• the Named Insured’s volunteer workers are Insureds with respect to:

(1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured’s business;

(2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured’s business;

when such bodily injury arises out of a health care incident.
Architects, Engineers and Surveyors General Liability Extension Endorsement

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance
b. Excess insurance
   
   (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to WHO IS AN INSURED:

If the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

   a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;
   b. the bodily injury or property damage first occurred after such termination date; and
   c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Architects, Engineers And Surveyors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

B. Participation In Current Professional Joint Ventures

The following is added to WHO IS AN INSURED:

The Named Insured is also an Insured for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

   a. Each and every one of the Named Insured's co-venturers are architectural, engineering or surveying firms only; and
   b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the Named Insured is an Insured only for the conduct of such Named Insured's business within such a joint venture. The Named Insured is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this Architects, Engineers And Surveyors General Liability Extension Endorsement or by the attachment of another endorsement (if any), no person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
15. LEGAL LIABILITY - DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the Named Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;

(3) Property loaned to the Named Insured;

(4) Personal property in the care, custody or control of the Insured;

(5) That particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on the Named Insured's behalf are performing operations, if the property damage arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

i. tools, or equipment the Named Insured borrows from others, nor

ii. other personal property of others in the Named Insured's care, custody or control while being used in the Named Insured's operations away from any Named Insured's premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is mobile equipment leased by an Insured;

c. property that is an auto, aircraft or watercraft;

d. property in transit; or

e. any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.
A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.

B. Under COVERAGEs, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, $25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6. Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGEs, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $_______________; or

(2) the amount shown in the Declarations for Medical Expense Limit.
B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot; and
2. the aircraft is rented with a trained, paid crew to the Named Insured; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following:

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

(a) less than 75 feet long; and
(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

   This insurance does not apply to:

   Knowing Violation of Rights of Another

   Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

   (a) the Named Insured; or
   (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

   This insurance does not apply to:

   Employment Related Discrimination
Architects, Engineers and Surveyors General Liability
Extension Endorsement

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY - DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

• Provision 1. ADDITIONAL INSURED of this endorsement; or
• attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B - Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney’s fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer’s request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B - Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE - ELEVATORS

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE - ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as Insureds natural persons who are retired partners, members, directors or employees, but only for bodily injury, property damage or personal and advertising injury that results from
services performed for the Named Insured under the Named Insured's direct supervision. All limitations that apply to employees and volunteer workers also apply to anyone qualifying as an Insured under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000 limit; and

B. Paragraph 1.d. is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000 limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured’s Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured’s ongoing operations; or

2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this Coverage Part; and

2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured’s ongoing operations at the project, or during such operations of anyone acting on the Named Insured’s behalf; nor

2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:
(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured’s involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** LPA, INC  
**Endorsement Effective Date:** 4/30/23

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**
Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us. You must agree to that requirement prior to an “accident” or “loss”.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under a contract with that person or organization.
This endorsement changes the policy to which it is attached.

It is agreed that Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two - Employers’ Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.
Attachment No. 4
RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO TRANSFER $60,302 FOR THE MAIN LIBRARY RENOVATION PROJECT

WHEREAS, on July 28, 2020, the City approved a development agreement with Murphy’s Bowl, LLC that included a community benefit fund to renovate the Main Library; and

WHEREAS, the City Council awarded a competitively procured agreement to LPA, Inc. to provide architectural and engineering services for the Main Library Renovation Project as detailed in RFP No. 0201; and

WHEREAS, the City Council desires to amend the Fiscal Year (FY) 2022-2023 Budget to transfer $60,302 in general fund reserves for the Project, which will be reimbursed by Murphy’s Bowl, LLC at a later date.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD DOES RESOLVE AS FOLLOWS:

Section 1. The FY 2022-2023 Budget is amended as shown in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. The City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of ________ 2023.

______________________________
James T. Butts, Jr., Mayor

ATTEST:

______________________________
Aisha L. Thompson, City Clerk
**Exhibit A**

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<th>OBJECT CODE</th>
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<th>Amendment Request</th>
<th>Increase/Decrease</th>
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*Use of General Fund Reserves*