



CITY OF COVINA

AGENDA REPORT

ITEM NO. CB 1

MEETING DATE: October 4, 2016

TITLE: Covina Senior and Community Center Project – Designation of Kelby Park and the Covina Woman’s Club as Possible Site Alternatives for Placement of New Center, Adoption of **Resolution No. 16-7533** Authorizing Application for Grant Funds from Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Competitive Excess Funding, and First Amendment to Agreement between City of Covina and Gonzalez Goodale Architects to Provide Planning, Programming, Architectural, and Engineering services for Initial Phase of Covina Senior and Community Center Project

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Direct City staff to pursue the placement of the Covina Senior and Community Center in Kelby Park and at the site of the Covina Woman’s Club;
- 2) Adopt Resolution No. 16-7533 authorizing the application for \$1.9 million in grant funds from the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Competitive Excess Funding for the Covina Senior and Community Center Project; and
- 3) Approve and authorize the Interim City Manager to execute on the City Council’s behalf, in substantial form, the attached First Amendment to the Agreement between the City of Covina and Gonzalez Goodale Architects to (1) extend the term of the agreement through June 30, 2017, (2) amend the scope of work to (a) reflect the placement of the Covina Senior and Community Center at a location to be designated by the City Council and (b) prepare a General Building and Site Analysis of the Covina Woman’s Club, (3) increase the total compensation by \$20,000 to a not-to-exceed amount of \$120,000, and (4) include provisions required for compliancy with federal law and Community Development Block Grant (CDBG) requirements, subject to the City Attorney’s review and approval as to form.

BACKGROUND:

On September 15, 2015, the City Council received and filed the Joslyn Center update, authorized the City Manager to issue a Request for Proposal (RFP) to provide community and internal outreach to ascertain facility-user needs and Department of Parks and Recreation

programming needs, in addition to obtaining City Council input in the design process for the Covina Senior and Community Center Project, and directed the Departments of Parks and Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners.

On November 10, 2015, the Department of Public Works issued the RFP to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior and Community Center Project. Consulting services for the initial phase of the Project include completion of user and programmatic needs assessments, community and internal engagement, site evaluation and recommendation, visioning and conceptual designs, cost estimates, and project timelines.

The City issued the RFP to 18 firms with significant expertise in the design of municipal senior centers and recreational facilities and proven track records with both design-build and design-bid-build project delivery models. The RFP was also posted on the City's website. By 4:00 p.m. on December 3, 2015, the City of Covina City Clerk's Office had received responses from seven firms.

A review committee consisting of Lisa Evans, Parks & Recreation Manager, Siobhan Foster, Director of Public Works, David Gilbertson, City Engineer, Amy Hall-McGrade, Director of Parks & Recreation, and Brian Lee, Director of Community Development, independently evaluated the seven proposals received by the City. Proposal review focused on the evaluation criteria outlined in the RFP:

1. Project Staffing and Organization (10 points);
2. Community and Internal Engagement (30 points);
3. Design of Senior Centers and Recreational Facilities (30 points);
4. Specific management approach (20 points); and
5. Project Schedule (10 points).

The review committee rated the proposals based on the above criteria. Gonzalez Goodale Architects was the top rated proposer. Following the proposal evaluation, the review committee interviewed the four top rated firms on December 17, 2015. The purpose of the interviews was to meet key personnel from each firm and gain a better understanding of how each of the firms would work and fit with the community and City staff. The interviews were not scored and reaffirmed the top rating of Gonzalez Goodale Architects.

On January 19, 2016, the City Council authorized the City Manager to execute a Professional Services Agreement with Gonzalez Goodale Architects to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior and Community Center Project in an amount not-to-exceed \$100,000; adopted Resolution No. 16-7454 appropriating \$500,000 in available Special General Fund – Rule 20A Swap balance for the Initial Phase of the Covina Senior and Community Center Project, topographic survey and soils geologic analysis, and seed money for subsequent phases of the project; and directed City staff to pursue placement of the Covina Senior and Community Center in Covina Park.

On January 19, 2016, the City Council, in a separate action, adopted Resolution No. 16-7452, authorizing the allocation of the Forty Second Year CDBG funds for FY 2016-2017. This action includes \$416,188 in funding for the Covina Senior and Community Center Project – Phase II. Funds will be released by Los Angeles County Community Development Commission once the design phase is complete.

Subsequently, on February 19, 2016, the City Council adopted Resolution No. 16-7463, authorizing the termination of the Forty-First Year CDBG Project 600525-15, Economic Development, and approving the new Senior Center construction project (Phase I). This action approved \$202,309 in funding for the design phase of the project, effective through June 30, 2017.

At the City Council Study Session on February 16, 2016, representatives from Gonzalez Goodale Architects updated the City Council on the initial Client Team Meeting held with City staff on January 26, 2016 and reviewed a working draft of the Community Participation Workshop #1 presentation, scheduled for February 22, 2016, from 9:00 a.m. to 11:00 a.m. at the Joslyn Center. During the Study Session, Gonzalez Goodale Architects also reviewed and received feedback from the City Council on the following:

1. Draft Project Guiding Principles;
2. The facility program; and
3. Initial site utilization/location studies.

On February 22, 2016, the City and Gonzalez Goodale Architects hosted Community Workshop #1. Approximately 100 persons attended the workshop. Following the presentation of the items listed above, attendees offered numerous comments, largely focused on the concern of the possible placement of the new facility in Covina Park.

On February 23, 2016, Amy Hall-McGrade, Parks & Recreation Director and department staff engaged users of the Joslyn Center to gain a thorough understanding of their needs and expectations for the Covina Senior and Community Center. Joslyn Center users expressed the desire for windows, fresh air, and access to outside spaces, wide hallways, large restrooms, a design that fosters intergenerational exposure, and possible space for weight equipment and billiards, among other items.

At the City Council Study Session on March 1, 2016, City staff and Gonzalez Goodale representatives presented an update on the following:

1. Community engagement efforts;
2. Concept of increasing open space in Covina Park should the facility be placed there by eliminating/consolidating obsolete uses and moving softball activities to a refurbished Kelby Park;
3. How the City plans to address current parking deficiency and provide sufficient parking to support the new facility, if placed in Covina Park; and
4. Comparative architectural vernaculars consistent with Adams Park neighborhood that could be reflected in the new facility, should it be placed in Covina Park.

Extensive public comment was received at the March 1, 2016 City Council Study Session. The majority of the input expressed dissatisfaction with the possible placement of the Covina Senior and Community Center in Covina Park and suggested possible alternative sites, including the Covina Woman's Club and other parcels. Public comments of a similar nature were made at the March 1, 2016 City Council Meeting.

On March 21, 2016, the City held Community Workshop #2, from 7:00 p.m. to 9:00 p.m., at the Recreation Hall in Covina Park. Multiple City department directors presented information on project chronology, site location alternatives, project funding, the draft space program for the new facility, and answered questions from the community. The majority of the City's presentation focused on the systematic assessment of eight possible sites for placement of the Covina Senior and Community Center, including (in alphabetical order):

1. Badillo Street/Downtown (135 E. Badillo Street);
2. Brunswick Bowling Alley (1060 W. San Bernardino Avenue);
3. Civic Center/State Building (233 N. Second Avenue);
4. Covina Park (303 S. Fourth Avenue);
5. Covina Woman's Club (128 S. San Jose Avenue);
6. Hollenbeck Park (1250 N. Hollenbeck Avenue);
7. Kelby Park (815 N. Barranca Avenue); and
8. K-Mart (1162 N. Citrus Avenue).

Uniform criteria used to assess each of the possible site locations, included (in alphabetical order):

1. Adjacent land uses;
2. Economic impacts;
3. Environmental review (CEQA);
4. Location;
5. Lot size;
6. Other site consideration;
7. Parking;
8. Project funding;
9. Property ownership; and
10. Traffic safety.

Approximately 100 residents attended the workshop with many participating in the public comment period. Residents expressed concern with the possible placement of the facility in Covina Park, provided input on the alternative sites presented, and conveyed the need to move the project ahead swiftly regardless of site location.

On April 5, 2016, the City Council received an update on the eight site location alternatives for the Covina Senior and Community Center listed above, each evaluated based on the criteria listed above. Following public input and discussion, the City Council unanimously moved to exclude four site locations from ongoing Covina Senior and Community Center project consideration:

1. Badillo Street/Downtown;
2. Brunswick Bowling Alley;
3. Covina Park; and
4. K-Mart.

On April 5, 2016, the City Council also directed staff to explore and exhaust all options, with both public and private property owners in Successor Agency Project Area One. This specific project area includes approximately \$4.8 million funding opportunity in the Successor Agency. The City Manager temporarily placed the agreement with Gonzalez Goodale Architects on hold, pending site selection by the City Council. At that time, Gonzalez Goodale Architects had completed approximately 20% of the Scope of Services. Key remaining services include site evaluation and recommendation, conceptual designs, cost estimates, and timelines.

Since April 5, 2016, City staff has diligently explored options for siting the Covina Senior and Community Center in Successor Agency Project Area One and further refined the assessment of the site alternatives previously identified. This due diligence included exploration of available parcels and potential public/private partnerships in Successor Agency Project Area One.

On September 7 and September 14, 2016, the Interim City Manager submitted the attached \$1.9 million funding requests to Los Angeles County for the Covina Senior and Community Center project, at the request of Michael D. Antonovich, Los Angeles County Board of Supervisors, Fifth District. The letter requests \$1.0 million in new funding plus the reallocation of two previously approved grants in the amount of \$900,000, bringing the City of Covina's total funding request to \$1.9 million.

Given the limited time available to formally submit the funding request to the Board of Supervisors for final approval prior to the departure of Supervisor Antonovich in November, the City Manager identified Kelby Park as the site location for the Covina Senior and Community Center. The County indicated that a specific site had to be included in the City's funding request. Since the City owns and controls the Kelby Park site, City staff determined the best alternative was to identify Kelby Park as the location for the new center in the City's application.

If it is subsequently determined that another location is the preferred alternative, the City would request an amendment to its application for the new location. The Supervisor's Office indicated that an amendment is possible, but there are no guarantees, since we do not know who will be the new Supervisor for the Fifth District and whether that individual would support a revision to the location.

At the September 20, 2016, City Council Study Session, City staff presented a comprehensive assessment of four recommended site alternatives, including (in alphabetical order):

1. Covina iTec;
2. Covina Woman's Club;
3. Inter-Community Hospital partnership; and
4. Kelby Park.

City staff also outlined potential deal points associated with a partnership with the Covina Woman's Club and provided updates on the agreement with Gonzalez Goodale Architects, available project funding, and financing options. Following the presentation, the City Council and members of the public provided input on the site location alternatives presented by City staff. All parties emphasized the imperativeness of moving this critical project ahead as expeditiously as possible.

DISCUSSION:

Based on the input received from the City Council and members of the public at the September 20, 2016 City Council Study Session and the desire to move the Covina Senior and Community Center project ahead swiftly, City staff is recommending that the City Council authorize three actions this evening.

1. Site Location Alternatives

Authorizing City staff to concurrently pursue the placement of the Covina Senior and Community Center in Kelby Park and at the site of the Covina Woman's Club, will allow important efforts to occur simultaneously and ultimately assist the City Council in making a final site determination. With respect to Kelby Park, City staff would be able to continue working with Los Angeles County to secure \$1.9 million in grant funds from the Fifth Supervisorial District. The City may subsequently be able to request an amendment to its application, if a different site location is selected by the City Council.

Concurrently, the City would also be able to ascertain whether the remodel and expansion of the Covina Woman's Club is a logistical and economically feasible option. By conducting a

Building and Site Analysis of the existing Covina Woman's Club, the City can determine what upgrades and renovations are necessary to meet current fire/life/safety, Americans with Disability Act (ADA) accessibility, environmental/green building, and other code requirements and achieve a level of improvement that could be reasonably expected to satisfy the space and functional needs of the Covina Senior and Community Center. This review would include information on architectural, structural (including seismic), and mechanical, electrical, and plumbing conditions with recommendations.

Should the review of the Covina Woman's Club be favorable, the City Council will have valuable information about this site alternative when selecting a final location for the Covina Senior and Community Center. Additionally, should the City Council ultimately select a different site, the City may consider partnering with the Covina Woman's Club in a different manner, such as acquiring the facility for use as a community events center.

While pursuing the placement of the Covina Senior and Community Center in Kelby Park and at the site of the Covina Woman's Club, City staff would have additional time to continue exploring public/private partnerships that may allow placement within Successor Agency Project Area One. This will ensure the City Council has the most up-to-date information regarding this option when selecting a final site for the placement of the Covina Senior and Community Center.

2. Resolution No. 16-7533

On September 21, 2016, the Los Angeles County Regional Park and Open Space District informed the City of Covina of the need to enter into a Project Agreement with Los Angeles County for the requested \$1.9 million of funding for the Covina Senior and Community Center project. Adoption of Resolution No. 16-7533 authorizes the City Manager or designee to submit a funding application to the District, execute the Project Agreement sent by the District for authorizing signature within 30 days, and conduct negotiations and submit documents related to the completion of the project. Resolution No. 16-7533 also approves the requisite Youth Employment Plan. The nature of the construction requires that all work be performed by skilled laborers; therefore, this project will not be appropriate for the employment of youth.

3. First Amendment to Agreement between the City of Covina and Gonzalez Goodale Architects

As mentioned previously, the Agreement between the City of Covina and Gonzalez Goodale Architects approved by the City Council on January 19, 2016, following the completion of the RFP process, was temporarily placed on hold by the City Manager in April 2016, pending site selection by the City Council. At this juncture, it is necessary to extend the term of the Agreement through June 30, 2017 and amend the Scope of Services to indicate that Gonzalez Goodale Architects work will occur "at a site to be designated by the City Council." This will allow the architect to immediately resume work upon site selection by the City Council.

Additionally, the proposed First Amendment expands the Scope of Services to include the General Building and Site Analysis of the Covina Woman's Club and the associated \$20,000 increase in the Agreement's compensation, from \$100,000 to \$120,000, for the assessment of the Covina Woman's Club. The timeframe for completion of the General Building and Site Analysis is six weeks.

The project is being funded in part with federal funds. The Departments of Community Development and Public Works will work with the City Attorney's Office to make necessary revisions to the Agreement to comply with federal law, per the CDBG requirements, by adding specific references in the Agreement to Section 3, Equal Opportunity; records retention; and specific anti-discrimination laws.

The General Building and Site Analysis will be based on a visual, on-site review of the facility and available documents and facility drawings provided by the City. The purpose is twofold:

1. To generally assess the current condition of the facility and determine what upgrades and renovations that might be necessary to meet current fire/life/safety, ADA accessibility, environmental/green building and other code requirements; and
2. To achieve a level of improvement that could be reasonably expected to satisfy the space and functional needs of a proposed Senior/Community Center.

The final report will include, in narrative, outline form, information on architectural, structural (including seismic), and mechanical/electrical/plumbing conditions with recommendations.

The culmination of these concurrent activities should provide the City Council with critical information necessary to make a formal site selection for placement of the Covina Senior and Community Center.

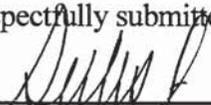
FISCAL IMPACT:

The fiscal impact associated with the proposed First Amendment to the Agreement between the City of Covina and Gonzalez Goodale Architects is \$20,000 for the expansion of the Scope of Services to include the General Building and Site Analysis of the Covina Woman’s Club. Sufficient funding for the analysis is available in the Covina Senior and Community Center project budget (account nos. 4600-3400-55100-P1601 and 2100-4950-SC15-P1601).

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The consideration of possible sites for the placement of the Covina Senior and Community Center will not result in any significant effect on the environment. Once a project site is selected, an Initial Study will be conducted to determine the level of environment assessment required for the project.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

- Attachment A: City of Covina Agenda Report, Item NB 2, January 19, 2016 (only with Attachment A)
- Attachment B: City of Covina Funding Request, Letter to Kathryn Barger, Chief of Staff to Michael D. Antonovich, Los Angeles County Board of Supervisors, Fifth District, September 7, 2016, and Letter to Albert Ablaza, Program Manager, Los Angeles County Park and Open Space District, September 14, 2016
- Attachment C: City of Covina Study Session Report, NB 2, September 20, 2016 (without attachments)
- Attachment D: Resolution No. 16-7533
- Attachment E: First Amendment to the Agreement between the City of Covina and Gonzalez Goodale Architects



CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 2

MEETING DATE: January 19, 2016

TITLE: Covina Senior Center Project – Proposed Professional Services Agreement with Gonzalez Goodale Architects to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project, Boundary and Topographic Survey and Soils and Geologic Analysis, and Selection of Park Location for Facility Placement

PRESENTED BY: Siobhan Foster, Director of Public Works
Amy Hall-McGrade, Director of Parks & Recreation
Brian Lee, Director of Community Development
John Michicoff, Interim Finance Director

RECOMMENDATION:

- 1) Authorize the City Manager to execute the attached Professional Services Agreement with Gonzalez Goodale Architects to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project in an amount not-to-exceed \$100,000;
- 2) Adopt **Resolution No. 16-7454** appropriating \$500,000 in available Special General Fund – Rule 20A Swap balance (account no. 1060-0000-59140) to the fiscal year 2015-16 budget and allocating the funds to Capital Improvements (Parks and Recreation) – Park Facilities – Building & Structures – Covina Senior Center (account no. 4600-3400-55100-P-1601) for the Initial Phase of the Covina Senior Center Project, topographic survey and soils and geologic analysis, and seed money for subsequent phases of the project; and
- 3) Direct City staff to pursue placement of the Covina Senior Center in Covina Park.

BACKGROUND:

On September 15, 2015, the City Council received and filed the Joslyn Center Facility Update, authorized the City Manager to issue a Request for Proposals (RFP) for community and internal outreach to ascertain facility-user needs and Parks & Recreation Department programming needs, including the City Council, and directed staff to identify temporary locations to accommodate senior programming requirements as an interim measure and initiate negotiations with property owners.

DISCUSSION:

On November 10, 2015, the Department of Public Works issued the attached RFP to Provide Planning, Programming, Architectural and Engineering Services for the Initial Phase of the

Covina Senior Center Project. Consulting services for the initial phase of the Project include completion of user and programmatic needs assessments, community and internal engagement, site evaluation and recommendation, visioning and conceptual designs, cost estimates, and project timelines. These services are essential elements of a public facility project, whether using a design-build or design-bid-build project delivery model and will help facilitate smooth processes in either methodology.

The City's primary goals in connection with this RFP are:

- A. Identification of user and programmatic needs for the new facility and the development of visioning and conceptual designs, project budgets, and timelines informed by the input received during the community and internal engagement process in an expedited fashion (on-time or ahead of schedule); and
- B. Establishment and maintenance of good relationships with stakeholders through a community and internal engagement process that emphasizes communication, open dialogue, and cooperative decision making.

The City issued the RFP to 18 firms with significant expertise in the design of municipal senior centers and recreational facilities and proven track records with both design-build and design-bid-build project delivery models. The RFP was also posted on the City's website. By 4:00 p.m. on December 3, 2015, the City of Covina City Clerk's Office had received responses from seven firms.

A review committee consisting of Lisa Evans, Parks & Recreation Manager, Siobhan Foster, Director of Public Works, David Gilbertson, City Engineer, Amy Hall-McGrade, Director of Parks & Recreation, and Brian Lee, Director of Community Development, evaluated the seven proposals received by the City. Proposal review focused on the following criteria, as outlined in the RFP:

- A. Project Staffing and Organization (10 points). Does the Letter to the Selection Committee provide the rationale for team selection and highlight the strengths of the proposer's proposed team? Proposal shall demonstrate qualifications based on the proposer's overall professional and practical experience and key personnel.
- B. Community and Internal Engagement (30 points). Specific experience of the proposer's firm and key personnel in effective completion of community and internal engagement processes, including user and programmatic needs assessments. Proposal shall demonstrate the proposer's successful completion of up to three (3) community and internal engagement processes of similar size and scope in California within the last eight (8) years.
- C. Design of Senior Centers and Recreational Facilities (30 points). Specific experience of proposer's firm and key personnel in design of senior centers and/or recreational facilities (provide references). Proposal shall demonstrate design of up to three (3) public projects of comparable complexity, including senior centers, recreation centers, community centers, or similar public projects in California within the last eight (8) years.
- D. Specific management approach (20 points). Has the proposer described its Project Understanding and Approach, including its ability to perform and complete the services required under this RFP on time and in a cost-effective manner with experienced personnel? Proposal shall clearly outline a project-specific Community and Internal

Engagement Plan, including the completion of user and programmatic needs assessments.

- E. Project Schedule (10 points). Has the proposer presented a thorough and expedient schedule for performance of the Scope of Services required under this RFP? Proposals shall clearly outline a project-specific schedule that meets or exceeds the 100 to 120 day completion schedule (on or before May 18, 2016), as marked by the acceptance of the final conceptual Covina Senior Center plan and site plan by the City.

The review committee rated the proposals based on the above criteria. The following table summarizes the proposal rankings.

Table 1 – Summary of Proposal Ratings (*firms listed in alphabetical order*)

Firm	Staffing (50 pts)	Engage (150 pts)	Design (150 pts)	Approach (100 pts)	Schedule (50 pts)	Total (500 pts)	Rank
Gonzalez Goodale Architects	43	146	144	96	46	475	1
Gwynne Pugh Urban Studio	41	130	128	82	43	424	4
Martinez Architects, Inc.	37	99	122	77	38	373	5
NAC Architecture	46	132	111	95	49	433	2
SVA Architects, Inc.	43	124	139	86	36	428	3
TR Design Group Inc.	35	102	102	84	42	365	6
WMM Associates	29	45	35	40	5	154	7

Following the proposal evaluation, the review committee interviewed the four top rated firms on December 17, 2015. The purpose of the interviews was to meet key personnel from each firm and gain a better understanding of how each of the firms would work and fit with the community and City staff. The interviews were not scored and reaffirmed the proposal ratings outlined above.

The review committee subsequently opened the cost proposal submitted by Gonzales Goodale Architects (GGA) and entered negotiations with the firm. GGA has extensive experience with the design of municipal senior centers and recreational facilities and both design-build and design-bid-build project delivery models. The attached Professional Services Agreement (PSA) reflects the outcome of successful negotiations between the City and GGA. GGA is prepared to begin providing services to the City upon contract approval by the City Council and subsequent contract execution.

Time is of the essence with respect to the completion of this phase of the Project. With the pending closure and demolition of the existing Joslyn Center and the relocation of senior recreation programming to Valleydale Park Community Center, the need to complete this phase of the Project thoroughly and expediently is critical. The desired timeframe for completion of the awarded contract is within 100 to 120 calendar days (on or before May 18, 2016) from the date of the issuance of the Notice to Proceed, tentatively scheduled for January 20, 2016.

Attachment D contains the Covina Senior Center Project and Tasks submitted by GGA and illustrates the tasks and timeline associated with the completion of the Project by May 18, 2016. Specific tasks include:

- Task 1: Site evaluation/programmatic needs assessment
- Task 2: Community outreach and public participation
- Task 3: Conceptual plans
- Task 4: Project specific website support and progress reports
- Task 5: Project timeline and schedule management

The Project includes an elaborate program of community and internal engagement to determine the needs and vision of facility users, programming staff, and other interested parties, including the City Council. GGA will then reflect the gathered input in the conceptual designs. The goals of this process are to:

- A. Participation. Generate utmost participation of facility users, the Joslyn Center Senior Advisory Committee, programming staff, and other interested parties, including the Covina City Council;
- B. Collaboration. Collaborative idea generation with focus on identification of operational and spatial characteristics (e.g., layout that allows visibility of activities, generates a desirable social feeling, warm and inviting) worthy of inclusion into design program, desired physical spaces (anticipated uses and utilization) such as main entry, lounge, patio, multipurpose room, warming kitchen, and rooms for arts and crafts, exercise/sports, and games, and support needs (e.g., specialty design features, accessibility, circulation, noise reduction, green development, temperature controls, media capability); and
- C. Consensus. Achievement of consensus on desired building program.

GGA is uniquely qualified to provide the requested services to Covina, having recently competed and/or currently performing community engagement and executive architect roles in senior center and recreational facility projects throughout the region utilizing design-build, design-bid-build, and other innovative project delivery models.

GGA and design-build partner Pankow Builders are currently constructing the \$5 million, 8,500 SF Calabasas Senior Community Center. This project is comparable to the Covina project in terms of budget, size, and extensive community engagement process utilized to develop the layout and design. Construction is expected to be completed in summer 2016. GGA is also qualified to proceed and is designing a new middle school for Los Angeles Unified School District with design-builder partner Kemp Bros. Construction. Final selection of design build teams is pending.

Comparable design-bid-build projects that GGA has been involved with include the Westlake Village Senior Community, Rowland Heights Community Center (for County of Los Angeles Community Development Commission), Simi Valley Senior Center, Diamond Bar Community and Senior Center, and Monrovia Public Library and Park. As executive architect for the Monrovia Library project, GGA advocated for use of a construction management at risk approach, which brought the contractor in to consult during the design phase and resulted in the project being delivered under budget.

Currently, GGA and partner Pankow Builders are in the design phase for a \$15 million student center at the California Institute of Technology (Caltech). This project is utilizing Integrated Project Delivery (IPD). IPD represents a return to the "master builder" concept where the entire building team including the owner, architect, general contractor, building engineers, fabricators, and subcontractors work collaboratively throughout the construction process.

Boundary and Topographic Survey and Soils and Geologic Analysis

To support the development of the conceptual site plan by GGA and facilitate the design and construction phases of the Covina Senior Center Project, the preparation of a boundary and topographic survey and completion of a soils and geologic analysis is necessary at this time. The estimated cost of these services is \$30,000.

The boundary and topographic survey will consist of:

- Boundary analysis to establish current property lines;
- Topographic survey to establish 1-foot contour intervals, including precise location of all existing structures and improvements, finish surface and finish grade elevations, and trees; and
- Location of all existing utilities, such as water, electric and gas services, fire hydrants, manholes, valves, light standards, etc.

The soils and geologic analysis will include:

- Obtaining soil borings to determine subsurface strata and design characteristics of underlying soils; and
- Preparation of report outlining proposed recommendations for soil compaction, design strengths, over-excavation, etc.

Once funding is available, the Department of Public Works will solicit proposals for the boundary and topographic survey and soils and geologic analysis from qualified members of the pre-qualified on-call engineering bench, as approved by the City Council on January 20, 2015. The firm(s) will be procured for the specific project(s) in accordance with Covina Municipal Code requirements.

Location of New Covina Senior Center

As the City prepares to embark on the Initial Phase of the Covina Senior Center Project, it is imperative to reaffirm the City’s commitment to delivering this critical project in an inclusive and timely manner to the residents of our community. As such, one consideration that must be explored at this time is determining the most advantageous site for placement and construction of the Covina Senior Center.

The September 15, 2015, Joslyn Center Facility Update presented to the City Council conveyed staff’s intent to demolish the existing Joslyn Center located in Kelby Park and construct the new Covina Senior Center in a to-be-determined location within Kelby Park based on the outcomes of a comprehensive site assessment process.

The intent to site the new facility within Kelby Park, which was reflected in the RFP for the Initial Phase of the Covina Senior Center Project, was based primarily on funding availability and the likelihood of being able to reprogram \$900,000 in grant funding previously allocated to the City by Los Angeles County for Joslyn Center (\$650,000) and Kelby Park (\$250,000). A secondary consideration was the familiarity and affinity of Joslyn Center users to Kelby Park site. As of September 15, 2015, the possible funding sources for the estimated \$6.0 million project were as follows:

Table 2 – Possible Funding Sources for Design and Construction of Covina Senior Center (as of 9/15/15)

Possible Funding Source	Amount
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Senior Citizen’s Center Improvement Project	\$650,000
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Center ADA Beautification Improvement Project,	\$250,000
City Funds (e.g., Kahler Russell Park Gym remaining funds, Quimby Fees, Joslyn Foundation Donation Fund)	\$500,000 to \$700,000

Possible Funding Source	Amount
Community Development Block Grant (CDBG)	\$200,000 to \$400,000
Total	\$1,600,000 to \$2,000,000

The remaining estimated project funding of \$4.0 to \$4.4 million would have to come from additional grant funding and/or through financing. It should be noted that the adoption of Resolution No. 16-7443 by the City Council on January 5, 2016, which appropriated \$556,000 from the Quimby Fees Fund to the Banna Park Open Space Purchase Fund for land acquisition associated with the future development of 1.97 acre park, reduces the available funding outlined above, as conceptually presented to the City Council on September 15, 2015, by \$556,000.

Recently, City staff has identified that Successor Agency Project Area One has approximately \$4,073,000 in funding available for projects within the boundaries of the project area from the 2004 Public Service Bond Funds issued by the Covina Redevelopment Agency (CRA). These funds could possibly be used as a funding source for the Covina Senior Center Project if the project is constructed within Project Area One and meets various other requirements.

The \$4,073,000 in bond proceeds coupled with the anticipated reprogramming of \$900,000 in County grant funds and proposed allocation of \$600,000 in CDBG monies almost entirely funds the anticipated \$6.0 million project. Additional proceeds from the 2004 Public Service Bond Funds (\$421,000) and a previous 2002 bond issuance (\$618,000) may be available from the Department of Parks & Recreation. Only \$12,000 of these funds has been spent to date with approximately \$227,000 slated for bandshell, pool deck, and building upgrades at Covina Park, leaving \$800,000 in previously appropriated funding to the Covina Park Health and Safety Renovation Project available. The following depicts the possible available funding for the estimated \$6.0 million Covina Senior Center Project should it be constructed in Project Area One:

Table 3 – Possible Funding Sources for Design and Construction of Covina Senior Center in Project Area One (as of 1/19/16)

Possible Funding Source	Amount
2004 Public Service Bond Funds	\$4,073,000
Unexpended 2004 and 2002 Public Service Bond Funds (Covina Park Health & Safety Renovation Project)	\$800,000
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Senior Citizen's Center Improvement Project	\$650,000
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Center ADA Beautification Improvement Project	\$250,000
Special General Fund – Rule 20A Swap	\$500,000
Community Development Block Grant (CDBG)	\$600,000
Total	\$6,873,000

The Covina Senior Center Project is a significant public improvement for the public's benefit. As the majority of Covina Park is located within Project Area One, an interdepartmental staff team evaluated the feasibility of constructing the Covina Senior Center in Covina Park rather than Kelby Park and identified the following benefits:

- Funding of up to \$6,873,000 may be immediately available which would allow the critical project to proceed without delay;
- Create synergy and shared development opportunities with other projects in the downtown area; all of which would work collectively to speed the redevelopment of the downtown

- core, enhancing aesthetics, safety, and economic vitality of this key locale;
- Proximity to and partnerships with Citrus Valley Inter-Community Hospital;
 - Addition of positive energy and vibrancy to downtown area, especially during daytime hours;
 - Opportunity to redesign and refurbish the entire Kelby Park site to maximize active recreational and open space benefits to the community, including the possible development of a lighted multi-purpose field and practice area that may facilitate the transfer of softball from Covina Park to Kelby Park and expansion of organized Citywide sports activities;
 - Chance to address existing parking needs for Covina Park to lessen impacts of overflow parking on adjacent residential neighborhood; and
 - At approximately ten acres in size, Covina Park is large enough to accommodate Covina Senior Center construction and the continuation of unique park activities, such as the aquatics program and performances in the bandshell.

The two most significant challenges anticipated with the construction of the Covina Senior Center at Covina Park include parking and neighborhood compatibility. Based on a preliminary conversation with Inter-Valley Community Hospital, potential interest by other land owners, and creative land use approaches, there are viable options for public/private partnerships and other alternatives to provide parking for the new facility, as well as, accommodate existing demand. Additionally, if the Covina Senior Center is sited at Covina Park, the intent would be to rapidly redesign/refurbish Kelby Park, creating an opportunity to move some existing Covina Park programming to Kelby Park.

The continuation of activities at Covina Park and construction staging during the Project may also be challenges. The interdepartmental staff team is confident that through effective communication with residents, businesses, and stakeholders, exploration of shared development opportunities, and accelerating enhancements to Kelby Park through a funding partnership with Los Angeles County and possible use of CDBG funding, the challenges outlined above can be overcome.

A component of the Scope of Services for the proposed PSA with GGA includes the performance of a site evaluation. While the RFP contemplated the performance of this activity at Kelby Park, GGA is willing to perform the assessment at Covina Park at the same contractual cost, terms, and conditions. This task requires GGA to make a recommendation as to where within the specified park, the Covina Senior Center should be located and to provide supporting information for the recommended location.

Site master planning involves a complex host of concerns, which is why it is a distinct phase of an architectural project. These concerns include issues of neighborhood and community reactions, identity and presence of the new facility, quantity and placement of parking, geometry of the site versus building program, orientation, and sustainable strategies.

Based on the benefits of siting the new Covina Senior Center at Covina Park, especially funding availability, and the willingness of GGA to perform the requisite site assessment at Covina Park instead of Kelby Park, the City Council is being requested to direct staff to pursue placement of the Covina Senior Center in Covina Park.

FISCAL IMPACT:

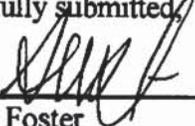
The fiscal impact associated with the proposed contract with GGA to provide planning, programming, architectural, and engineering services for the Initial Phase of the Covina Senior Center Project is an amount not-to-exceed \$100,000, whether the facility is sited in Kelby Park or Covina Park. The estimated cost of the boundary and topographic survey and soils and geologic analysis to support the Covina Senior Center Project is \$30,000. Additional funding of \$370,000 for seed money for subsequent phases of the project is also being sought at this time. The approval of a

\$500,000 appropriation from available Special General Fund – Rule 20A Swap balance (account no. 1060-0000-59140) to the fiscal year 2015-16 budget and allocating the funds to Capital Improvements (Parks and Recreation) – Park Facilities – Building & Structures – Covina Senior Center (account no. 4600- 3400-55100-P-1601) is necessary at this time.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The Initial Phase of the Covina Senior Center Project consists of the provision of professional services (planning, programming, architectural, and engineering services) and will not result in any significant effect on the environment.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Professional Services Agreement with Gonzalez Goodale Architects

Attachment B: RFP to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project (including addendums)

Attachment C: Proposals Received in Response to RFP to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project (on file in City of Covina City Clerk's Office)

Attachment D: Covina Senior Center Project Schedule and Tasks

Attachment E: Joslyn Center Facility Update, Item NB 2, September 15, 2015

Attachment F: City of Covina Redevelopment Project Areas Map

Attachment G: Resolution No. 16-7454

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of January, 2016 by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and Gonzalez/Goodale Architects, a California Sub-Chapter S Corporation with its principal place of business at 135 West Green Street, Suite 200, Pasadena, California 91105 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing planning, programming, architectural and engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the Covina Senior Center Project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning, programming, architectural and engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from January 20, 2016 to June 30, 2016, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: David L. Goodale, Design Principal, Armando L. Gonzalez, Quality Assurance Principal, Harry R. Drake, Code Analysis/Accessibility Specialist, Jake Shirvanyan, Project Manager, Orlando Moreno, Civil Engineer, Brandow & Johnston, Inc., and Mark Beall, Landscape Architect, Mark Beall & Associates.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Armando L. Gonzalez, Principal, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, 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 Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident

for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Covina, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.10.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.12.1 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.2 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.14 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services, and will provide the City with documentation of training acceptable to the City on request.

3.2.12.3 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.14 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$100,000 without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Gonzalez Goodale Architects
135 West Green Street, Suite 200
Pasadena, California 91105
Attn: Armando L. Gonzalez, Principal

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Siobhan Foster, Director of Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or

termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND GONZALEZ/GOODALE ARCHITECTS**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 19th day of January, 2016.

City:

City of Covina,
a California municipal corporation

Contractor:

Gonzalez/Goodale Architects,
a California Sub-Chapter S Corporation

By: _____
Name: Andrea M. Miller
Title: City Manager

By: _____
Name: _____
Title: Chairman President
 Vice President

Attest:

By: _____
Name: Sharon F. Clark
Title: Chief Deputy City Clerk

By: _____
Name: _____
Title: Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

Approved as to Form:

[Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.]

By: _____
Name: Candice K. Lee
Title: City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

**Exhibit "A" -
Scope of Services**

1. General

The selected consultant will be required to provide planning, programming, architectural, and engineering services for the initial phase of the Covina Senior Center Project, which will result in the design and construction of a new Senior Center at the Kelby Park or Covina Park site. The Senior Center will also serve as a recreation center in the evenings and on weekends. The services comprising the initial phase of the Project include user and programmatic needs assessments, community and internal engagement, visioning and conceptual design, site evaluation and recommendation, and development of cost estimates and project timelines. The Project's schematic design and design development, final design, construction document services, bidding services, construction administration, and construction phases are not part of the Scope of Services for this RFP.

The steps outlined above constitute the initial phase of the Project and will facilitate future Project phases, including schematic design and design development, final design, construction document services, bidding services, construction administration, and construction.

The City's primary goals in connection with this RFP and the Project are:

- A. Identification of user and programmatic needs for the new facility and development of visioning and conceptual designs and project budgets informed by the input received during the community and internal engagement process in an expedited fashion (on-time or ahead of schedule); and
- B. Establishment and maintenance of good relationships with stakeholders through a community and internal engagement process that emphasizes communication, open dialogue, and cooperative decision making.

2. Planning, Programming, and Conceptual Design (Phase 1) – Services and Deliverables

The initial phase of the Project will include program planning, development, and the preparation of multiple concept designs and budgets. During this phase, the consultant will complete the following tasks and prepare and submit to the Department of Public Works the deliverables listed below. All such deliverables are subject to review and approval by

the Department of Public Works and the consultant's pricing should assume that revisions may be required to these documents to address concerns raised by the Department of Public Works and/or other project stakeholders.

- A. Develop and execute a program of community and internal engagement to determine the needs and vision of facility users, programming staff, and other interested parties, including the Covina City Council, and reflect the gathered input in the conceptual design(s). The goals of this process is to:
- i. Participation – generate utmost participation of facility users, the Joslyn Center Senior Advisory Committee, programming staff, and other interested parties, including the Covina City Council;
 - ii. Collaboration – collaborative idea generation with focus on identification of operational and spatial characteristics (e.g., layout that allows visibility of activities, generates a desirable social feeling, warm and inviting) worthy of inclusion into design program, desired physical spaces (anticipated uses and utilization) such as main entry, lounge, patio, multipurpose room, warming kitchen, and rooms for arts and crafts, exercise/sports, and games, and support needs (e.g., specialty design features, accessibility, circulation, noise reduction, green development, temperature controls, media capability); and
 - iii. Consensus – achievement of consensus on desired building program.

Potential methods to achieve the community and internal engagement goals could include coordination of site visits to "model" municipal senior centers in the region (e.g., Irwindale, Rancho Cucamonga, Simi Valley, Thousand Oaks) to observe operational and spatial characteristics worthy of note for inclusion into the design program, stakeholder interviews, public workshops, user groups meetings held during regularly scheduled activities, brief surveys, use of social media, and so on.

The consultant will submit a preliminary Community and Internal Engagement Plan as part of its proposal. Within five (5) business days of the Notice to Proceed, the consultant will submit to the City for approval a final Community and Internal Engagement Plan. The Plan shall include, at a minimum:

- i. A detailed explanation of strategy, approach, and staffing for attainment of community and internal engagement goals outlined above, including a schedule of user and programmatic needs assessment meetings, stakeholder interviews,

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... (a) ... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

internal meetings, community meetings, workshops, and/or charrettes, plus a listing of potential stakeholders, prospective users, and other participants;

- ii. A detailed explanation of the types of strategies the consultant proposes and the justification for each. This should include meetings, workshops, stakeholder interviews, charrettes, written communication, media outlets, social media, websites, and/or other strategies;
- iii. The Plan should demonstrate a results oriented strategy that not only notifies residents through its community outreach component, but garners useful input from the community and internal stakeholders through its community and internal engagement component; and
- iv. Within thirty (30) calendar days of the Notice to Proceed, any social media and/or websites shall be functional (live).

The program of community and internal engagement will entail meeting preparation, presentation, facilitation, and documentation of all events/comments and methods used.

The consultant will submit a preliminary Project Schedule as part of its proposal. Within five (5) business days of the Notice to Proceed, the consultant will submit to the City for approval a final Project Schedule.

- B. Meet with Multi-Departmental Project Team (City Manager's Office and Community Development, Human Resources/Risk Management, Parks, Public Works, and Parks and Recreation Departments) to kick-off initial phase of Project. Hold meeting within five (5) business days of the Notice to Proceed. The purpose of this meeting will be to review the initial phase project scope, schedule, goals, and expectations for the initial Project phase, as well as, Community and Internal Engagement Plan and Project Schedule with project completion no later than May 18, 2016. The consultant will also collect and present any data available for the Project and Covina senior residents, including, but not limited to, previously completed studies, current survey data, aerial photography, GIS data, etc. The consultant shall complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
- C. Document distribution services – develop and maintain contact, mailing and e-mail distribution lists of facility users, community and internal stakeholders and other interested parties for the duration of this Project phase. Copies of Project

documents (e.g., meeting minutes, handouts, PowerPoint presentations, design documents) shall be forwarded via e-mail in PDF format to distribution list members. The consultant shall also coordinate the posting of documents to the City's website after each meeting or other project milestone.

- D. User and programmatic needs assessment – conduct interviews and collect information from user groups, programming staff, and stakeholders regarding equipment, personnel operational needs, and program requirements. User groups, programming staff, and stakeholders include, but are not limited to:
- i. Covina City Council
 - ii. City Departments (City Manager's Office, Community Development, Fire, Human Resources/Risk Management, Parks & Recreation, Police, and Public Works)
 - iii. Joslyn Center Senior Advisory Committee
 - iv. Senior users of Joslyn Center
 - v. Recreational users of Joslyn Center
- E. Site evaluation – assuming a new Covina Senior Center can be placed anywhere on the Kelby Park or Covina Park site, assess and make recommendation as to where the new Covina Senior Center should be located. Provide supporting information for recommended location. If existing open space is displaced, include ideas on how the site should be reconfigured to include both the facility and an equivalent amount of usable open space.
- F. Prepare preliminary program evaluation and space requirement report and recommend minimum requirements for the facility, including:
- i. General space allocations (conversion of program requirements to net area required)
 - ii. Human, vehicular, and material flow patterns
 - iii. Special facilities and equipment (e.g., Senior Center shall meet or exceed all ADA accessibility guidelines, individual ADA toilets and toilet stalls shall be of sufficient size to permit a companion to assist a disabled patron, features to address safety concerns surrounding this population)
 - iv. Optional space requirements
 - v. Identify security criteria
 - vi. Define energy and environmental requirements
 - vii. Recommend and incorporate approved sustainable design guideline principles in design of the facility

- G. Draft conceptual Covina Senior Center plans – concept plans are required to identify components of the proposed senior center that are consistent with the findings of the community and internal engagement processes, user and programmatic needs assessments, and to provide the City with preliminary cost estimates and project schedules. Based on input obtained during the program of community and internal engagement, the consultant will work to determine the recreational, social, and cultural programmatic needs (indoor and outdoor activity spaces, functional requirements, inter-related spaces, specific amenities) of the Covina Senior Center and the operational and spatial needs and requirements for the various recreational, social, and cultural programmatic needs and desires identified. These spatial requirements will serve as the basis for determining the size, space programming, and facilities needed for the Covina Senior Center.**
- H. Develop three (3) conceptual plans (color renderings) of proposed layouts (floor plans) and site plans accurately depicting entryways, parking areas, and landscape buffers with associated cost estimates and project schedules for the Covina Senior Center that provide alternatives to addressing the programmatic, recreational, social, and cultural needs. Provide conceptual plans to the Multi-Departmental Project Team for review and comment. The consultant will make appropriate modifications based on comments received from the Multi-Departmental Project Team prior to presenting the concept(s) to the City Council and the community.**
- I. Conduct a Community Workshop to present the plan alternatives to the public. The purpose of the meeting will be to determine which conceptual plan the community would prefer. It is envisioned that the community may prefer elements from each of the different plans. The Consultant will document comments for inclusion in the final conceptual Covina Senior Center and site plan and provide a report of the findings.**
- J. Draft final conceptual Covina Senior Center plan – The consultant will develop a draft final conceptual plan and site plan (color rendering) and associated cost estimate and project schedule informed by the comments obtained through the community and internal engagement processes. The consultant will submit the draft final conceptual plan, cost estimate, and project schedule to the Multi-Departmental Project Team for review before presenting it to the City Council and the public. The consultant will make appropriate modifications prior to presenting the concepts to the City Council and the public.**
- K. Present final draft conceptual Covina Senior Center Plan and site plan (color rendering) and cost estimate to the City Council at a noticed City Council Study**

Session. The community will be invited to attend. The consultant will collect input from the City Council and community and make refinements based on the comments received.

- L. The consultant will develop an Executive Summary Document of the community planning process and final conceptual Covina Senior Center plan. It is envisioned that this document will be a full-color 11 x 17 document that will summarize the process, identified needs, and costs. The consultant will provide the City with digital files of the executive summary and all files used throughout the process. This document and final conceptual plan will become the basis for subsequent phases of the project including, but not limited to, schematic design and design development, final design, construction document services, bidding services, construction administration, and construction.**

EXHIBIT "B"
SCHEDULE OF SERVICES

Scope of Services and Preliminary Project Schedule

Task 1	SITE EVALUATION/PROGRAMMATIC NEEDS ASSESSMENT
Task 1.1	Review existing documents and relevant background materials relating to the project
Task 1.2	Site Visit: Team site tour to gain comprehensive understanding of site opportunities and constraints
Task 1.3	Meet/Interview relevant City staff and project representatives regarding physical site conditions and personnel operations
Task 1.4	User and programmatic needs assessment – conduct interviews and collect information from various stakeholder groups
Task 1.5	Preliminary Code research (ADA, Fire Life Safety, Vehicular Circulation, Parking)
Task 1.6	Research and define general space allocations, circulation, systems, security, potential sustainability options
Task 1.7	Summarize findings, Prepare Site Evaluation, Opportunities Constraints, and Program Report
Task 2	COMMUNITY OUTREACH AND PUBLIC PARTICIPATION
Task 2.1	Develop Community outreach strategy and Internal Engagement Plan and Final Project Schedule
Task 2.2	Multi-departmental project team kick off meeting: review project scope, schedule, goals, and expectations, identify key senior stakeholders
Task 2.3	Develop meeting materials and collateral (agendas, minutes, etc) and coordinate site visit(s)
Task 2.4	Site Visits to model municipal senior centers in surrounding area (following stakeholder interviews)
Task 2.5	Community Workshop #1 kick-off to review site visits, refine the purpose, function and scope of the project. Guiding Principles
Task 2.6	Document distribution services
Task 2.7	Develop Conceptual Plan Options, See Task 3 Conceptual Plan 3.1-3.8
Task 2.8	Multi-departmental Project Team Meeting - Review and confirm concept plan options, select option to continue to draft Conceptual Plan
Task 2.9	Community Workshop #2 - Review and confirm concept plan options, select option to continue to draft Conceptual Plan
Task 2.10	Refine conceptual plan based on community input, See Task 3 Conceptual Plan 3.9-3.11
Task 2.11	Multi-departmental Project Team Meeting: Review final draft concept plan and estimate
Task 2.12	City Council Presentation (Community Workshop #3) Presentation of Final Conceptual Plan
Task 3	CONCEPTUAL PLANS
	Stakeholder Workshop #1, See Task 2.5 above
Task 3.1	Synthesize site analysis and stakeholder program data;
Task 3.2	Diagram spacial and functional adjacencies
Task 3.3	Incorporate space standards for all interior and exterior functions
Task 3.4	Diagram site circulation and parking options
Task 3.5	Research and coordinate building system and landscape requirements with engineering consultants and facility maintenance department staff;
Task 3.7	Prepare conceptual plan options (3) showing layouts and detailed requirements, including floor plan and site plan.
Task 3.8	Prepare conceptual estimate of probable cost for 3 options
	Incorporate staff comments and prepare for Community Workshop
	Community Workshop #2, See Task 2.9 above
Task 3.9	Refine conceptual site plan and develop massing diagrams as relates to broader site considerations, views, adjacencies, site topography and phasing
Task 3.10	Refine estimate of probable cost for preferred site plan option
Task 3.11	Develop implementation strategy and potential phasing
Task 3.12	Incorporate staff comments and prepare for City Council Presentation
Task 3.13	Develop Final Site Plan (color rendering)
	City Council Presentation, See Task 2.12 above
Task 3.14	Incorporate City Council and Community input and refinements
Task 3.15	Develop Executive Summary Document (11x17), including refined rendering, Submittal date no later than May 18, 2016
Task 4	PROJECT SPECIFIC WEBSITE SUPPORT AND PROGRESS REPORTS
Task 4.1	Develop Website implementation strategy and schedule in conjunction with City staff
Task 4.2	Generate and coordinate content with City prior and following public workshops
Task 4.3	Generate and coordinate content for monthly updates on City web server
Task 5	PROJECT TIMELINE AND SCHEDULE MANAGEMENT
Task 5.1	Project management and scheduling updates

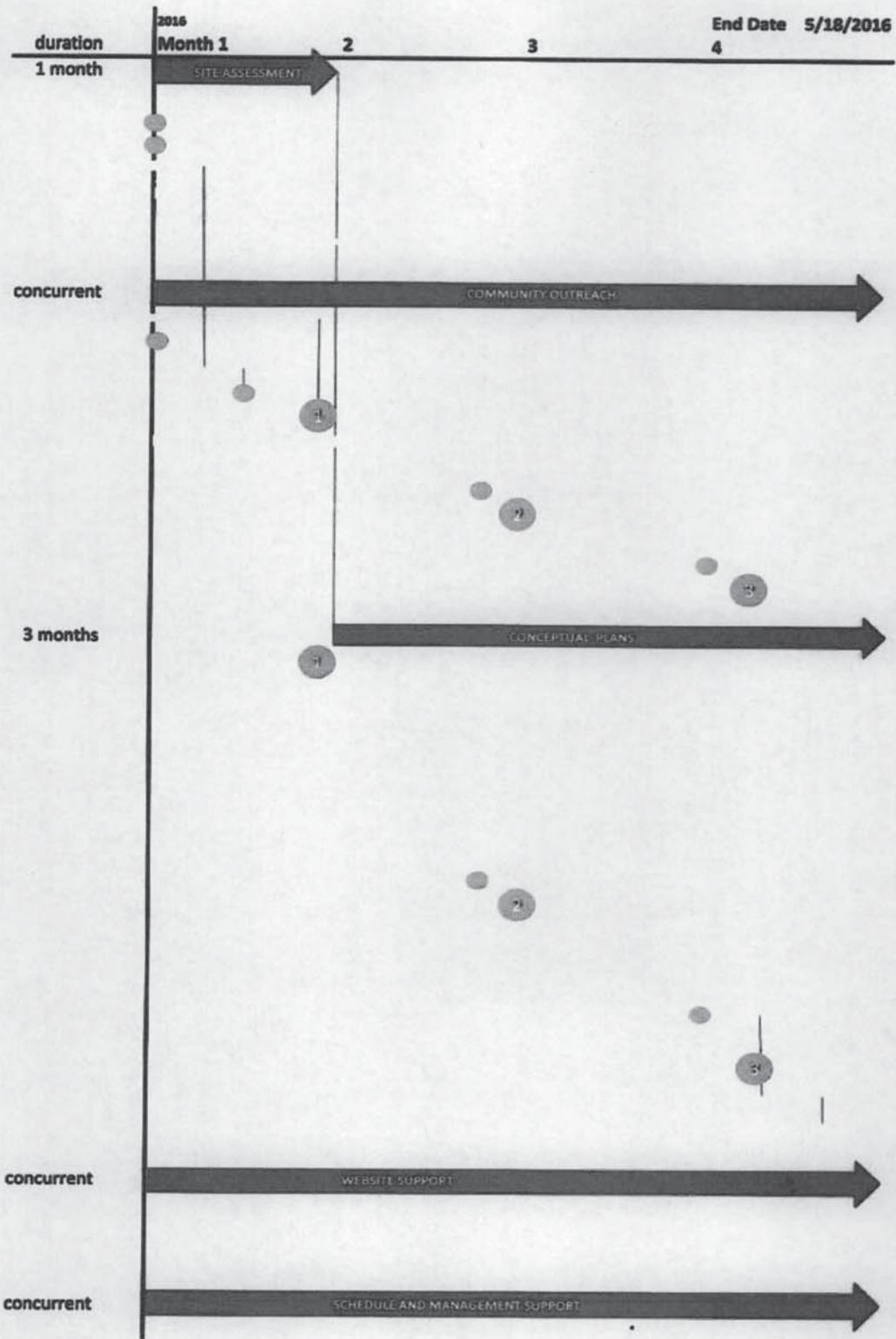


EXHIBIT "C"
COMPENSATION

PROPOSED WORK PLAN

PROPOSED WORK EFFORTS

	DURATIONS	GONZALEZ GOODALE				CONSULTANTS		ROUNDED PHASE SUBTOTALS	
		ROLE	DP	GAP	PM	ADJ	Chf Est		Landscape Est
TASK 1 SITE EVALUATION/FACILITY PROGRAMMING	1.0 months						\$3,700	\$1,000	\$4,700
1 Review existing documents and relevant background materials relating to the project		4	2						
2 Site Visit: Team site tour to gain comprehensive understanding of site opportunities and constraints		0	3	3					
3 Meet/Interview relevant City staff and project representatives regarding physical site conditions and personnel operations			see below, task 2.2						
4 Facility Programming – conduct interviews and collect information from various stakeholder groups					0				
5 Preliminary Code research (ADA, Fire Life Safety, Vehicular Circulation, Parking)					0				
6 Research and define general space allocations, bldg circulation, systems, security, potential sustainability options					0				
7 Summarize findings, Prepare Site Evaluation, Opportunities Constraints, and Program Report		10	4	4					
		hours	40	9	0	24	18		
TASK 2 COMMUNITY OUTREACH AND PUBLIC PARTICIPATION	concurrent						\$1,000	\$0	\$1,000
1 Develop Community outreach strategy and Internal Engagement Plan and Final Project Schedule		0							
2 Multi-departmental project team kick off meeting: review project scope, schedule, goals, and expectations, identify key senior stakeholders		12	4	4					
3 Develop meeting materials and agendas (agendas, minutes, etc) and coordinate site visit(s)		2							
4 Site Visits to model municipal center centers in surrounding area (following stakeholder interviews)		0	0						
5 Community Workshop #1 kick-off to review site visits, refine the purpose, function and scope of the project. Guiding Principles		12	4	4					
6 Document distribution and management		2							
7 Develop Conceptual Plan Options, See Task 3 Conceptual Plan 3.1-3.8		0							
8 Multi-departmental Project Team Meeting - Confirm concept plan options, select option to cost run to draft Conceptual Plan		0	4						
9 Community Workshop #2 - Review and confirm concept plan options, select option to continue to draft Conceptual Plan		0	4	4					
10 Refine conceptual plan based on community input, See Task 3 Conceptual Plan 3.9-3.11		0	4						
11 Multi-departmental Project Team Meeting: Review final draft concept plan and estimate		0	4						
12 City Council Presentation (Community Workshop #3) Presentation of Final Conceptual Plan		0	4	4					
		hours	70	32	16	20	0		
TASK 3 CONCEPTUAL PLANS	3.0 months						\$6,000	\$6,000	\$12,000
1 Community Workshop #1			see above, task 2.5						
2 Synthesize site analysis and stakeholder program data		20	0						
3 Diagram spatial and functional adjacencies		0	4						
4 Incorporate space standards for all interior and exterior functions		12	0						
5 Diagram site circulation and parking options		12							
6 Research and coordinate building system and landscape requirements with engineering consultants		12							
7 Prepare conceptual plan options (3) showing layouts and detailed requirements, including floor plan and site plan.		30	0						
8 Prepare conceptual estimates of probable cost for 3 options		12	4						
9 Incorporate staff comments and prepare for Community Workshop		22	2						
10 Community Workshop #2			see above, task 2.5						
11 Refine conceptual site plan and develop meeting diagram re: broader site considerations, views, adjacencies, site topography and phasing.		20	4						
12 Refine estimate of probable cost for preferred site plan option		10							
13 Develop implementation strategy and potential phasing		0	2						
14 Incorporate staff comments and prepare for City Council Presentation		22	2						

PROPOSED WORK PLAN

DURATIONS	PROPOSED WORK EFFORTS										
	GONZALEZ GOODALE				CONSULTANTS		ROUNDED PHASE SUBTOTALS				
	ROLE	DP	QAP	PM	ADZ	City Staff		Landscape Staff			
16 Develop Final Site Plan (color rendering)	20	4			24						
16 City Council Presentation		see above, task 2.12									
17 Incorporate City Council and Community input and refinements	22	2		4	16						
18 Develop Executive Summary Document (11x17), including refined rendering. Submittal date no later than May 15, 2016	26	4			24						
	hours	300	36	0	60	172					
TASK 4 PROJECT SPECIFIC WEBSITE SUPPORT AND PROGRESS REPORTS	concurrent	\$4,200					50	50		\$4,500	
1 Develop Website implementation strategy and schedule in conjunction with City staff			4		4						
2 Generate and coordinate content with City prior and following public workshops			10		0	4					
3 Generate and coordinate content for monthly updates on City web server			12		8	4					
	hours	36	0	0	16	8					
TASK 5 PROJECT TIMELINE AND SCHEDULE MANAGEMENT	concurrent	\$2,160					50	50		\$2,500	
1 Project management and scheduling updates			12		12						
	hours	18	0	0	12	0					
TOTAL COST		\$76,470	482	80	16	149	198	\$76,750	\$7,600	\$87,600	
			total hours								
										\$87,500	

project-related expenses (printing, posting, reproduction of documents, etc. for in-house staff) 2% \$3,000

NOTES AND ASSUMPTIONS:
 1 DP = Design Principal, QAP = Quality Assurance Principal, PM = Project Manager, ADZ = Arch. Designer 2
 2 Civil Engineering services are limited to on-site improvements.

HOURLY RATES
JANUARY 1, 2016

GONZALEZ GOODALE ARCHITECTS

Principal	\$270.00
Senior Project Manager	\$200.00
Project Manager	\$180.00
Project Designer	\$180.00
Project Architect	\$180.00
Senior Concept Designer	\$170.00
Interior Designer	\$150.00
Project Captain	\$150.00
Architectural Designer 2	\$120.00
Architectural Designer 1	\$ 95.00
Architectural Intern	\$ 85.00
Administrative	\$ 80.00

This schedule is valid for the year 2016. Rates subject to change annually.

Hourly rates are inclusive of base salaries together with mandatory and customary benefits including employment taxes, group health insurance, holidays, vacation, and similar benefits.



125 East College Street • Covina, CA 91723-2199

September 7, 2016

Kathryn Barger
Chief of Staff to Michael D. Antonovich
Los Angeles County Board of Supervisors, Fifth District
500 West Temple Street, Room 869
Los Angeles, California 90012

Dear Ms. Barger:

On behalf of the City of Covina, I wish to provide you with an update on the proposed Covina Senior and Community Center project and formalize the City's request for \$1.0 million in funding for this critical initiative through Supervisor Antonovich and the Fifth District.

As you are aware from previous conversations with City Manager Andrea Miller, the City closed the Joslyn Senior Center in January 2016 due to substandard conditions and initiated the process of community engagement, site selection, design, and construction of a new state-of-the-art replacement senior and community center. The initial concept was to construct the new facility in Covina Park, which would allow the City to use available Successor Agency funding for a majority of the project cost.

In April 2016, primarily due to community opposition to the proposed placement of the Covina Senior and Community Center in Covina Park, the City Council directed staff to identify an alternative site location for the facility. Ideally the site would be located such that the City could use the available Successor Agency funding for the project. The City has concluded that the most appropriate site for the new Senior Center would be at the current location, Kelby Park. Although this location would not be eligible for Successor Agency funding, the City believes it would provide the best opportunity to proceed with preparation of conceptual designs, cost estimates, plans and specifications and ultimate construction in the timeliest manner. Staff will be discussing this project with the City Council at a study session on September 20, 2016.

Given the need to move this critical initiative ahead swiftly for our community members who rely on the center, the City wishes to formally request \$1.0 million in funding for this critical initiative through Supervisor Antonovich and the Fifth District. Funding in this amount coupled with the ability to utilize the two existing Cities Excess Funds Grants totaling \$900,000 at Kelby Park will be instrumental to the timely completion of this project.

Please let me know if you have any questions or require additional information. Thank you in advance for your consideration and the Fifth District's ongoing support of our community.

Sincerely,

CITY OF COVINA

A handwritten signature in black ink that reads "Don Penman". The signature is written in a cursive, slightly slanted style.

Don Penman
Interim City Manager

Copy: Sussy Nemer, Field Deputy, Los Angeles County Board of Supervisors, Fifth District
Siobhan Foster, Director of Public Works
Amy Hall-McGrade, Director of Parks & Recreation
Angel Carrillo, Assistant to the City Manager



125 East College Street • Covina, CA 91723-2199

September 14, 2016

Albert Ablaza
Program Manager
Los Angeles County Regional Park and Open Space District
510 South Vermont Avenue, Room 230
Los Angeles, California 90020-1975

Re: City of Covina Senior and Community Center Funding Request

Dear Mr. Ablaza:

On behalf of the City of Covina, I wish to respond to your September 13, 2016 request for information regarding the proposed Covina Senior and Community Center project. The information is needed for your letter to the Los Angeles County Board of Supervisors.

Project Name: Covina Senior and Community Center

Project Description/Scope: The City of Covina is designing and constructing the Covina Senior and Community Center at the Kelby Park site, located at 815 North Barranca Avenue. The envisioned 16,000 to 18,000 square foot Covina Senior and Community Center, acting as the heart of a vibrant citywide program for active senior residents and providing general recreation programming on evenings and weekends, will replace the existing 12,000 square-foot Joslyn Center, which has been vacated and will be demolished.

Senior programming will occur weekdays at the Covina Senior and Community Center and include a daily congregate meal program and exercise, arts, and enrichment classes. General recreation programming will occur on weeknights and on Saturdays, including exercise, arts, and enrichment classes. Special events and one-day classes will also be held at the center.

The Project Guiding Principles are attached for your reference and include the following:

1. Maximize use of the facility by designing spaces for multi-use and flexible sizing;
2. Design building to accommodate emerging and growing programs, both by interior flexibility and by planning for future expansion potentials, as due diligence for all public buildings;

3. The Senior and Community Center should be conceived, programmed, and planned in a way that encourages inter-generational exposure and interaction;
4. In order to encourage interaction among building and park users, maximize transparency and flow between indoors and outdoors and between program activities and circulation.
5. Design to maximize maintenance, durability, and sustainability; and
6. Maximize the suffusion of daylight throughout the Center.

Total Estimated Project Cost: While the estimated project cost of the Covina Senior and Community Center will be determined during the initial design phase of the project, wherein Gonzalez Goodale Architects will develop conceptual designs, cost estimates, and project timelines, following the completion of user and programmatic needs assessments, community and internal engagement, site evaluation, and recommendation, a rough order of magnitude project cost estimate is approximately \$6.5 million.

Name of All Funding Sources and Amounts:

Funding Source	Amount
Cities Excess Funds available to Fifth Supervisorial District pursuant to LA County Safe Neighborhood Parks Proposition of 1996 for Joslyn Senior Citizen's Center Improvement Project	\$650,000
Cities Excess Funds available to Fifth Supervisorial District pursuant to LA County Safe Neighborhood Parks Proposition of 1996 for Joslyn Center ADA Beautification Improvement Project	\$250,000
Community Development Block Grant (CDBG)	\$600,000
<i>New/Tentative</i> – Fifth Supervisorial District Grant	\$1,000,000
Total	\$2,500,000

CEQA Status of Project: a CEQA assessment has not yet been performed. The assessment will be completed once the conceptual building plan has been developed. The potential CEQA determination could be anywhere from a Categorical Exemption to a Negative Declaration.

Map/Site Plan: attached is the Preliminary Site Analysis prepared by Gonzalez Goodale Architects. The Analysis depicts three possible placements of the Covina Senior and Community Center on the Kelby Park site and summarizes the possible benefits and debits of each placement. Also, attached is an aerial photograph of the Kelby Park site.

Timeline:

The City is in the process of re-commencing design work and seeking to identify full project funding. The City is committed to moving this critical project ahead as expediently as possible.

In closing, I thank you for your assistance with this important initiative. Please contact me at (626) 384-5410 or dpenman@covinaca.gov, if you have any questions or require additional information.

Sincerely,

CITY OF COVINA

A handwritten signature in black ink that reads "Don Penman". The signature is written in a cursive style with a large, prominent "D" and "P".

Don Penman
Interim City Manager

Attachments: Covina Senior and Community Center Guiding Principles
Kelby Park Preliminary Site Analysis
Kelby Park Aerial Photo

Project Guiding Principles

1. Maximize use of the facility by designing spaces for **multi-use and flexible sizing**.
2. Design building to accommodate emerging and growing programs, both by **interior flexibility and by planning for future expansion potentials**, as due diligence for all public buildings - should the community desire it.
3. The Senior & Community Center should be conceived, programmed, and planned in a way that **encourages inter-generational exposure and interaction**.
4. In order to encourage interaction among building and park users, **maximize transparency and flow** between indoors and outdoors and between program activities and circulation.
5. There should be a **single, easily supervised entry**, and a clear organization of circulation and exiting.
6. The Center's **architecture should harmonize contextually** with the existing park buildings, with the surrounding residential neighborhood, and with the historic context of Covina's downtown.
7. The placement and planning for the Center should **integrate with and protect the resources of the park**.
8. Design to maximize **maintenance, durability, and sustainability**.
9. Maximize the **suffusion of daylight** throughout the Center.
10. **Acoustical performance** should allow for senior sensitivities both within spaces and between spaces.

Preliminary Site Analysis

Site master planning involves a complex host of concerns, which is why it is, appropriately a distinct phase of an architectural project. These concerns include issues of neighborhood and community reactions, identity and presence of the new facility, quantity and placement of parking, geometry of the site versus building program, orientation and sustainable strategies, etc.

Because of this complexity and the need to go through a studied process, we can only offer the most broad observations at this proposal phase.

To structure these observations, we've simply divided that site into thirds - (see below)

1. *Southwest Zone* (current Senior Center location)
2. *North Zone* (frontal to Barranca)
3. *Southeast Zone* (also frontal to Barranca).

To the right, we provide some initial possible benefits and debits of locating the new facility respectively in each zone. Especially strong benefits or debits are noted in **italic bold**.



1. Southwest Zone

Possible Benefits

Groundbreaking: The facility is 'grandfathered' in the current location and would provide no new residential disruptions other than the construction process.

Park Use: Retaining the current location would also preserve the park in its current form and use to the extent that this is of high community value.

Possible Debits

Construction Activity: Construction will be mildly disruptive to adjacent neighbors to the north and west.

Identity: The distant setback of the building from Barranca and having to park in front is not appropriate for an important public/civic building. (This could be mitigated by parking behind and pulling the building forward while still setting back in the park).

Site Geometry: The narrow site may or may not be appropriate to the building program developed.

2. North Zone

Possible Benefits

Site Geometry: This area of the park allow a generous rectilinear site within which to achieve building and discreet parking.

Identity 1: Being able to express the new Senior Center more frontally to Barranca is a distinct advantage to establishing a welcoming civic presence for the new building.

Park Use: The park would tend to be re-configured along the south in a very linear east/west direction, with some residual open space at the center of the site. This may or may not be of benefit depending on park programming.

Possible Debits

Construction Activity: Construction will be mildly disruptive to adjacent neighbors to the north.

Identity 2: Further, if we look at the overall community, there is a definite shift from commercial to residential at Hurst Street (going north to south). If the new facility's character is civic / commercial, it may be a debit for it to be sited so far north.

Long Term Community Impact: Having a new building adjacent may or may not be well-received by neighbors at the intersection of Cypress and Barranca.

3. Southeast Zone

Possible Benefits

Site Geometry: This area of the park allow a generous rectilinear site within which to achieve building and discreet parking.

Identity: This siting for the building would provide the strongest presence and identity. It would have a presence on Barranca, and yet be sited back from the Cypress / Barranca intersection, allowing a gracious approach from the north. The approach from the south would also be good because of the set back utility building south of the park.

Construction Activity: This site would have the least impact on residential neighbors.

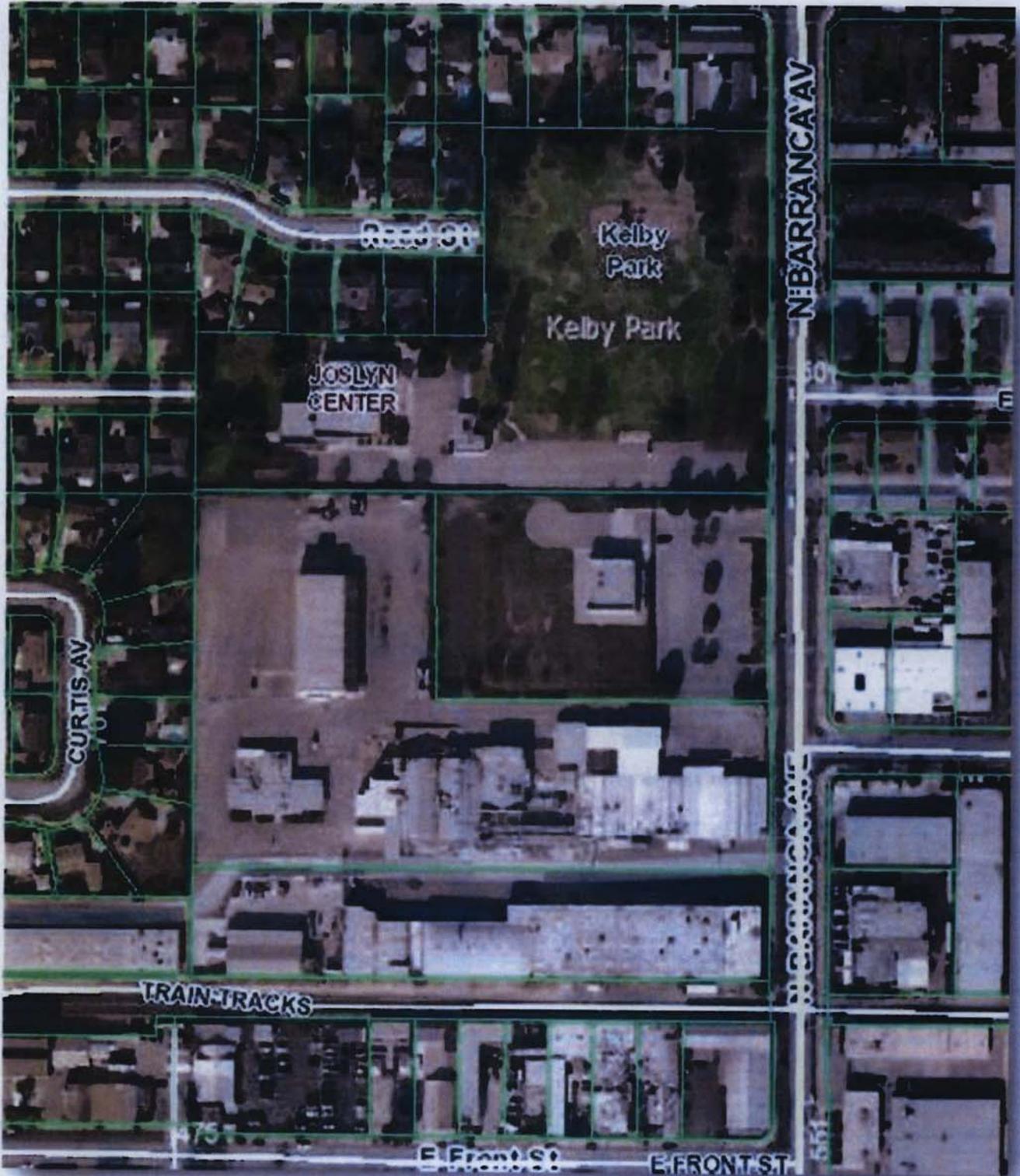
Long Term Community Impact: This location would have the least impact on residential neighbors.

Possible Debits

Park Use: This siting, unless sensitively handled, could result in a bifurcation of the park, with the north zone separated from the southwest zone by the Senior Center site.

Building Profile/Activity: This site would have the least impact on residential neighbors.

Kelby Park





CITY OF COVINA

STUDY SESSION REPORT

MEETING DATE: September 20, 2016

TITLE: Covina Senior and Community Center Update

PRESENTED BY: Don Penman, Interim City Manager 

RECOMMENDATION: Review and provide input on site location alternatives being evaluated by City staff.

BACKGROUND:

On April 5, 2016, the City Council received an update on site location alternatives for the Covina Senior and Community Center, including (in alphabetical order):

1. Badillo Street/Downtown (135 E. Badillo Street);
2. Brunswick Bowling Alley (1060 W. San Bernardino Avenue);
3. Civic Center/State Building (233 N. Second Avenue);
4. Covina Park (303 S. Fourth Avenue);
5. Covina Woman's Club (128 S. San Jose Avenue);
6. Hollenbeck Park (1250 N. Hollenbeck Avenue);
7. Kelby Park (815 N. Barranca Avenue); and
8. K-Mart (1162 N. Citrus Avenue).

City staff presented an assessment of each of the site location alternatives using uniform criteria, including (in alphabetical order):

1. Adjacent land uses;
2. Economic impacts;
3. Environmental review (CEQA);
4. Location;
5. Lot size;
6. Other site considerations;
7. Parking;
8. Project funding;
9. Property ownership; and
10. Traffic safety.

Following public input and discussion, the City Council unanimously moved to exclude the following site locations from ongoing Senior and Community Center project consideration:

1. Badillo Street/Downtown
2. Brunswick Bowling Alley
3. Covina Park
4. K-Mart

The City Council also directed staff to explore and exhaust all options, with both public and private property owners in Successor Agency Project Area One. This specific project area includes approximately \$4.8 million funding opportunity in the Successor Agency.

DISCUSSION:

Since April 5, 2016, City staff has diligently explored options for siting the Covina Senior and Community Center in Project Area One and further refined the assessment of the site alternatives previously identified. The attached presentation prepared for the Study Session provides an update on site location alternatives and sets the stage for City Council review and input on the alternatives being evaluated by City staff. The site alternatives are (in alphabetical order):

1. Covina iTec
2. Covina Woman’s Club
3. Inter-Community Hospital partnership
4. Kelby Park

Once the City Council identifies a site for the Covina Senior and Community Center, the Department of Public Works will seek City Council consideration of an extension and modification to the scope of services, if needed, for the contract with Gonzalez Goodale Architects for the initial phase of the project. The current scope of work includes user and programmatic needs assessments, site evaluation and recommendation, conceptual designs, cost estimates, and timelines.

Should the City Council elect to pursue placement of the facility at the Covina Woman’s Club, for instance, a building analysis would be required. This would analyze current building conditions and how they relate to a building addition, including building, fire, and accessibility code requirements, building systems enhancements/replacements, and seismic and structural safety. Similarly, if the Covina iTec site is selected, the architect would need to undertake conceptual site planning to determine how to fit the building on site and meet parking requirements.

FISCAL IMPACT:

The fiscal impact associated with the Covina Senior and Community Center will be determined during the initial phase of the Covina Senior and Community Center Project, wherein Gonzalez Goodale Architects will develop conceptual designs, cost estimates, and project timelines, following the completion of user and programmatic needs assessments, community and internal engagement, site evaluation, and recommendation. If the project is sited outside of Successor Project Area One, an estimated \$2.5 million in project funding is available, consisting of \$600,000 in Community Development Block Grant (CDBG) and \$1.9 million in Los Angeles County Grant funds.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The consideration of possible sites for the placement of the Covina Senior and Community Center will not result in any significant effect on the environment. Once a project site is selected, an Initial Study will be conducted to determine the level of environment assessment required for the project.

Respectfully submitted,

Don Penman

Don Penman
Interim City Manager

ATTACHMENT:

Attachment A: Covina Senior and Community Center Update, September 20, 2016 Presentation

RESOLUTION NO. 16-7533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR THE FIFTH SUPERVISORIAL DISTRICT COMPETITIVE EXCESS FUNDING FOR THE COVINA SENIOR AND COMMUNITY CENTER PROJECT P-1601 AND APPROVE THE ADOPTION OF A YOUTH EMPLOYMENT PLAN

WHEREAS, the people of the County of Los Angeles on November 3, 1992 and on November 5, 1996, enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and nonprofit organizations in the County for the purpose of acquiring and/or development facilities and open space for public recreation; and

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions; and

WHEREAS, the City of Covina is requesting grant funds for the design and construction of the Covina Senior and Community Center project at the Kelby Park site, located at 815 North Barranca Avenue. The envisioned 16,000 to 18,000 square foot Covina Senior and Community Center, acting as the heart of a vibrant citywide program for active senior residents and providing general recreation programming on evenings and weekends, will replace the existing 12,000 square-foot Joslyn Center, which has been vacated and will be demolished; and

WHEREAS, the District's procedures require the City of Covina to certify, by resolution, the approval of the application before submission of said application(s) to the District; and

WHEREAS, said application contains assurances that the City of Covina must comply with; and

WHEREAS, the City of Covina certifies, through this resolution, that the application is approved for submission to the District; and

WHEREAS, the City of Covina will enter into an Agreement with the District to provide funds for acquisition and development projects; and

WHEREAS, the District's procedures require the adoption of a Youth Employment Plan for development projects by the governing body of the agency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Funds for the above project; and

SECTION 2. Certifies that the City of Covina understands the assurances and certification in the application form; and

SECTION 3. Certifies that the City of Covina has, or will have, sufficient funds to operate and maintain the project in perpetuity; and

SECTION 4. Certifies that the City of Covina will sign and return, within 30 days, both copies of the project agreement sent by the District for authorizing signature; and

SECTION 5. Approves the adoption of a Youth Employment Plan for the project (see attached); and

SECTION 6. Appoints the City Manager, or designee, to conduct all negotiations and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

SECTION 8. The City Clerk is hereby directed to forward a copy of this resolution to Mr. Albert Ablaza, Program Manager, Los Angeles County Regional Park and Open Space District, 510 South Vermont Avenue, Room 230, Los Angeles, California 90020-1975.

APPROVED and PASSED this 4th day of October, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7533 was duly adopted by the City Council of the City of Covina at a regular meeting held on the ___ day of _____, 20___, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

Project Description

The City of Covina is designing and constructing the Covina Senior and Community Center at the Kelby Park site, located at 815 North Barranca Avenue. The envisioned 16,000 to 18,000 square foot Covina Senior and Community Center, acting as the heart of a vibrant citywide program for active senior residents and providing general recreation programming on evenings and weekends, will replace the existing 12,000 square-foot Joslyn Center, which has been vacated and will be demolished.

Senior programming will occur weekdays at the Covina Senior and Community Center and include a daily congregate meal program and exercise, arts, and enrichment classes. General recreation programming will occur on weeknights and on Saturdays, including exercise, arts, and enrichment classes. Special events and one-day classes will also be held at the center.

The Project Guiding Principles include, but are not limited to, the following:

1. Maximize use of the facility by designing spaces for multi-use and flexible sizing;
2. Design building to accommodate emerging and growing programs, both by interior flexibility and by planning for future expansion potentials, as due diligence for all public buildings;
3. The Senior and Community Center should be conceived, programmed, and planned in a way that encourages inter-generational exposure and interaction;
4. In order to encourage interaction among building and park users, maximize transparency and flow between indoors and outdoors and between program activities and circulation;
5. Design to maximize maintenance, durability, and sustainability; and
6. Maximize the suffusion of daylight throughout the Center.

The nature of the construction requires that all work be performed by skilled laborers; therefore, this project will not be appropriate for the employment of youth.

Tasks that may be performed by youth: None

Estimated cost of youth employment: None

Method of employing youth: None



**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND
GONZALEZ/GOODALE ARCHITECTS
COVINA SENIOR AND COMMUNITY CENTER PROJECT**

THIS FIRST AMENDMENT is made and entered into as of September 20, 2016 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Gonzalez/Goodale Architects, a California Sub-Chapter S Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:

a. On January 19, 2016, the City and Consultant entered into that certain Professional Services Agreement to render such services for the Covina Senior and Community Center Project ("Project") as set forth in this Agreement in the amount of \$100,000.

b. The parties now desire to increase the compensation amount to a new total agreement amount of not to exceed one hundred twenty thousand dollars (\$120,000) for the term of the agreement, amend scope of work, extend the term of the agreement to June 30, 2017, and to amend the Agreement as set forth in this Amendment.

2. Section 3.3.1 of the Agreement entitled "COMPENSATION" is hereby amended to read as follows:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$120,000 without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3. Section 3.1.2 of the Agreement entitled "TERM" is hereby amended to read as follows:

"The term of this Agreement shall be from the Effective Date through June, 30, 2017, unless sooner terminated as provided in Section 13 of this Agreement."

4. Exhibit "A" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The parties, through their duly authorized representatives, are signing this First Amendment on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

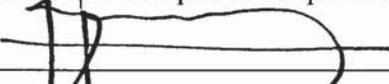
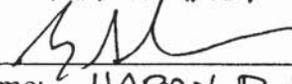
By: _____
Name: Sharon F. Clark
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Name: Candice K. Lee
Title: City Attorney

Consultant:

Gonzalez/Goodale Architects,
a California Sub-Chapter S Corporation

By:  _____
Name: ALI BARAKAT, AIA
Title: MANAGING PARTNER
By:  _____ C-25504
Name: HARRY R. DRAKE, AIA
Title: PRINCIPAL C-14869

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work to be added to Exhibit A and associated cost as provided by the Consultant.

ATTACHMENT A

Exhibit "A" - Scope of Services

1. General

The selected consultant will be required to provide planning, programming, architectural, and engineering services for the initial phase of the Covina Senior Center Project, which will result in the design and construction of a new Senior Center at a site to be designated by the City Council. The Senior Center will also serve as a recreation center in the evenings and on weekends. The services comprising the initial phase of the Project include user and programmatic needs assessments, community and internal engagement, visioning and conceptual design, site evaluation and recommendation, and development of cost estimates and project timelines. The Project's schematic design and design development, final design, construction document services, bidding services, construction administration, and construction phases are not part of the Scope of Services for this RFP.

The steps outlined above constitute the initial phase of the Project and will facilitate future Project phases, including schematic design and design development, final design, construction document services, bidding services, construction administration, and construction.

The City's primary goals in connection with this RFP and the Project are:

- A. Identification of user and programmatic needs for the new facility and development of visioning and conceptual designs and project budgets informed by the input received during the community and internal engagement process in an expedited fashion (on-time or ahead of schedule); and
- B. Establishment and maintenance of good relationships with stakeholders through a community and internal engagement process that emphasizes communication, open dialogue, and cooperative decision making.

2. Planning, Programming, and Conceptual Design (Phase 1) – Services and Deliverables

The initial phase of the Project will include program planning, development, and the preparation of multiple concept designs and budgets. During this phase, the consultant will complete the following tasks and prepare and submit to the Department of Public Works the deliverables listed below. All such deliverables are subject to review and approval by the Department of Public Works and the consultant's pricing should assume that revisions may be required to these documents to address concerns raised by the Department of Public Works and/or other project stakeholders.

A. Develop and execute a program of community and internal engagement to determine the needs and vision of facility users, programming staff, and other interested parties, including the Covina City Council, and reflect the gathered input in the conceptual design(s). The goals of this process is to:

- i. Participation – generate utmost participation of facility users, the Joslyn Center Senior Advisory Committee, programming staff, and other interested parties, including the Covina City Council;
- ii. Collaboration – collaborative idea generation with focus on identification of operational and spatial characteristics (e.g., layout that allows visibility of activities, generates a desirable social feeling, warm and inviting) worthy of inclusion into design program, desired physical spaces (anticipated uses and utilization) such as main entry, lounge, patio, multipurpose room, warming kitchen, and rooms for arts and crafts, exercise/sports, and games, and support needs (e.g., specialty design features, accessibility, circulation, noise reduction, green development, temperature controls, media capability); and
- iii. Consensus – achievement of consensus on desired building program.

Potential methods to achieve the community and internal engagement goals could include coordination of site visits to “model” municipal senior centers in the region (e.g., Irwindale, Rancho Cucamonga, Simi Valley, Thousand Oaks) to observe operational and spatial characteristics worthy of note for inclusion into the design program, stakeholder interviews, public workshops, user groups meetings held during regularly scheduled activities, brief surveys, use of social media, and so on.

The consultant will submit a preliminary Community and Internal Engagement Plan as part of its proposal. Within five (5) business days of the Notice to Proceed, the consultant will submit to the City for approval a final Community and Internal Engagement Plan. The Plan shall include, at a minimum:

- i. A detailed explanation of strategy, approach, and staffing for attainment of community and internal engagement goals outlined above, including a schedule of user and programmatic needs assessment meetings, stakeholder interviews, internal meetings, community meetings, workshops, and/or charrettes, plus a listing of potential stakeholders, prospective users, and other participants;
- ii. A detailed explanation of the types of strategies the consultant proposes and the justification for each. This should include meetings, workshops, stakeholder interviews, charrettes, written communication, media outlets, social media, websites, and/or other strategies;

- iii. The Plan should demonstrate a results oriented strategy that not only notifies residents through its community outreach component, but garners useful input from the community and internal stakeholders through its community and internal engagement component; and
- iv. Within thirty (30) calendar days of the Notice to Proceed, any social media and/or websites shall be functional (live).

The program of community and internal engagement will entail meeting preparation, presentation, facilitation, and documentation of all events/comments and methods used.

The consultant will submit a preliminary Project Schedule as part of its proposal. Within five (5) business days of the Notice to Proceed, the consultant will submit to the City for approval a final Project Schedule.

- B. Meet with Multi-Departmental Project Team (City Manager’s Office and Community Development, Human Resources/Risk Management, Parks, Public Works, and Parks and Recreation Departments) to kick-off initial phase of Project. Hold meeting within five (5) business days of the Notice to Proceed. The purpose of this meeting will be to review the initial phase project scope, schedule, goals, and expectations for the initial Project phase, as well as, Community and Internal Engagement Plan and Project Schedule with project completion no later than May 18, 2016. The consultant will also collect and present any data available for the Project and Covina senior residents, including, but not limited to, previously completed studies, current survey data, aerial photography, GIS data, etc. The consultant shall complete a Meeting Summary from this meeting and distribute to meeting attendees for review.
- C. Document distribution services – develop and maintain contact, mailing and e-mail distribution lists of facility users, community and internal stakeholders and other interested parties for the duration of this Project phase. Copies of Project documents (e.g., meeting minutes, handouts, PowerPoint presentations, design documents) shall be forwarded via e-mail in PDF format to distribution list members. The consultant shall also coordinate the posting of documents to the City’s website after each meeting or other project milestone.
- D. User and programmatic needs assessment – conduct interviews and collect information from user groups, programming staff, and stakeholders regarding equipment, personnel operational needs, and program requirements. User groups, programming staff, and stakeholders include, but are not limited to:
 - i. Covina City Council

- ii. City Departments (City Manager’s Office, Community Development, Fire, Human Resources/Risk Management, Parks & Recreation, Police, and Public Works)
 - iii. Joslyn Center Senior Advisory Committee
 - iv. Senior users of Joslyn Center
 - v. Recreational users of Joslyn Center
- E. Site evaluation – assuming a new Covina Senior Center can be placed anywhere on the site to be designated by the City Council, assess and make recommendation as to where the new Covina Senior Center should be located. Provide supporting information for recommended location. If existing open space is displaced, include ideas on how the site should be reconfigured to include both the facility and an equivalent amount of usable open space.
- F. Prepare preliminary program evaluation and space requirement report and recommend minimum requirements for the facility, including:
- i. General space allocations (conversion of program requirements to net area required)
 - ii. Human, vehicular, and material flow patterns
 - iii. Special facilities and equipment (e.g., Senior Center shall meet or exceed all ADA accessibility guidelines, individual ADA toilets and toilet stalls shall be of sufficient size to permit a companion to assist a disabled patron, features to address safety concerns surrounding this population)
 - iv. Optional space requirements
 - v. Identify security criteria
 - vi. Define energy and environmental requirements
 - vii. Recommend and incorporate approved sustainable design guideline principles in design of the facility
- G. Draft conceptual Covina Senior Center plans – concept plans are required to identify components of the proposed senior center that are consistent with the findings of the community and internal engagement processes, user and programmatic needs assessments, and to provide the City with preliminary cost estimates and project schedules. Based on input obtained during the program of community and internal engagement, the consultant will work to determine the recreational, social, and cultural programmatic needs (indoor and outdoor activity spaces, functional requirements, inter-related spaces, specific amenities) of the Covina Senior Center and the operational and spatial needs and requirements for the various recreational, social, and cultural programmatic needs and desires identified. These spatial requirements will serve as the basis for determining the size, space programming, and facilities needed for the Covina Senior Center.
- H. Develop three (3) conceptual plans (color renderings) of proposed layouts (floor plans) and site plans accurately depicting entryways, parking areas, and landscape buffers with associated cost estimates and project schedules for the Covina Senior Center that provide

alternatives to addressing the programmatic, recreational, social, and cultural needs. Provide conceptual plans to the Multi-Departmental Project Team for review and comment. The consultant will make appropriate modifications based on comments received from the Multi-Departmental Project Team prior to presenting the concept(s) to the City Council and the community.

- I. Conduct a Community Workshop to present the plan alternatives to the public. The purpose of the meeting will be to determine which conceptual plan the community would prefer. It is envisioned that the community may prefer elements from each of the different plans. The Consultant will document comments for inclusion in the final conceptual Covina Senior Center and site plan and provide a report of the findings.
- J. Draft final conceptual Covina Senior Center plan – The consultant will develop a draft final conceptual plan and site plan (color rendering) and associated cost estimate and project schedule informed by the comments obtained through the community and internal engagement processes. The consultant will submit the draft final conceptual plan, cost estimate, and project schedule to the Multi-Departmental Project Team for review before presenting it to the City Council and the public. The consultant will make appropriate modifications prior to presenting the concepts to the City Council and the public.
- K. Present final draft conceptual Covina Senior Center Plan and site plan (color rendering) and cost estimate to the City Council at a noticed City Council Study Session. The community will be invited to attend. The consultant will collect input from the City Council and community and make refinements based on the comments received.
- L. The consultant will develop an Executive Summary Document of the community planning process and final conceptual Covina Senior Center plan. It is envisioned that this document will be a full-color 11 x 17 document that will summarize the process, identified needs, and costs. The consultant will provide the City with digital files of the executive summary and all files used throughout the process. This document and final conceptual plan will become the basis for subsequent phases of the project including, but not limited to, schematic design and design development, final design, construction document services, bidding services, construction administration, and construction.

3. Covina Woman’s Club – General Building and Site Analysis

The Consultant will undertake a general building and site analysis of the existing Covina Woman's Club and prepare a written report of their findings. The analysis will be based on a visual, on site review of the facility and available documents and facility drawings provided by the City. The purpose is to twofold:

- A. To generally assess the current condition of the facility and determine what upgrades and renovations that might be necessary to meet current fire/life/safety, ADA accessibility, environmental/green building and other code requirements.
- B. To achieve a level of improvement that could be reasonably expected to satisfy the space and functional needs of a proposed Senior/Community Center.

The final report will include, in narrative, outline form, information on Architectural, Structural (including seismic), and Mechanical/Electrical/Plumbing conditions with recommendations.

The timeframe for completion of the General Building and Site Analysis is six weeks.

The fixed lump sum fee for the completion of the General Building and Site Analysis is \$20,000.