



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:

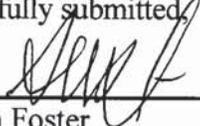
The fiscal impact associated with the proposed contract with GGA to provide planning, programming, architectural, and engineering services for the Initial Phase of the Covina Senior Center Project is an amount not-to-exceed \$100,000, whether the facility is sited in Kelby Park or Covina Park. The estimated 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

Attest:

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

Approved as to Form:

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

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

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

[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.]

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,

internal meetings, community meetings, webinars, and/or chat rooms, plus a listing of potential stakeholders, prospective users, and other participants;

ii. A detailed explanation of the ways in which the consultant processes and the

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, <i>See Task 3 Conceptual Plan 3.1-3.8</i>
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, <i>See Task 3 Conceptual Plan 3.9-3.11</i>
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, <i>See Task 2.5 above</i>
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, <i>See Task 2.9 above</i>
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, <i>See Task 2.12 above</i>
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

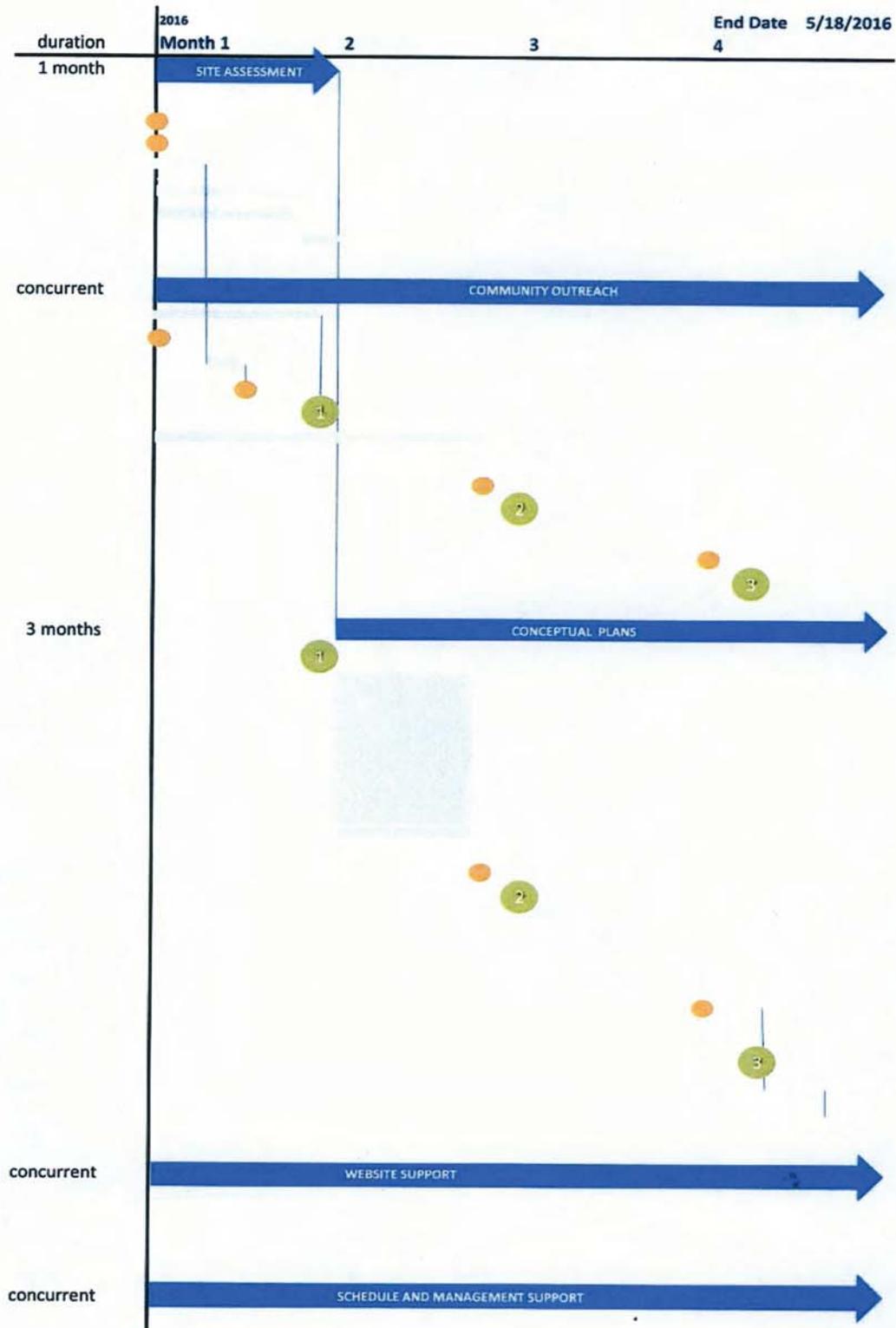


EXHIBIT "C"
COMPENSATION

PROPOSED WORK PLAN

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

PROPOSED WORK EFFORTS

GONZALEZ GOODALE					CONSULTANTS		ROUNDED
ROLE	DP	OAP	PM	AD2	Civil BLJ	Landscape Beall	PHASE SUBTOTALS
\$8,500					\$3,750	\$1,500	\$14,000
4	2		2				
9	3		3	3			
	see below, task 2.2						
5			5				
6			6				
8			4	4			
18	4		4	8			
hours	48	9	0	24	75		
\$17,640					\$1,000	\$0	\$19,000
8			6				
12	4	4	4				
2			2				
8	8						
12	4	4	4				
2			2				
8	4		4				
8	4	4					
8	4		4				
8		4					
hours	74	32	16	26	0		
\$48,820					\$6,000	\$5,500	\$60,000
	see above, task 2.5						
28	8		8	12			
8	4			4			
12	8			4			
12			4	8			
12			4	8			
36	8		4	24			
12	4			8			
22	2		4	16			
	see above, task 2.9						
28	4		4	20			
16				16			
6	2		4				
22	2		8	12			

PROPOSED WORK PLAN

15	Develop Final Site Plan (color rendering)	
16	City Council Presentation	
17	Incorporate City Council and Community input and refinements	
18	Develop Executive Summary Document (11x17), including refined rendering. Submittal date no later than May 16, 2016	
TASK 4 PROJECT SPECIFIC WEBSITE SUPPORT AND PROGRESS REPORTS		
1	Develop Website implementation strategy and schedule in conjunction with City staff	concurrent
2	Generate and coordinate content with City prior and following public workshops	
3	Generate and coordinate content for monthly updates on City web server	
TASK 6 PROJECT TIMELINE AND SCHEDULE MANAGEMENT		
1	Project management and scheduling updates	concurrent

PROPOSED WORK EFFORTS

DURATIONS	GONZALEZ GOODALE				CONSULTANTS		ROUNDED PHASE SUBTOTALS	
	ROLE	DP	GAP	PM	AD2	Civil R&J		Landscape Best
	28	4			24			
	22	2	see above, task 2,12		4	16		
	26	4				24		
hours	292	52	0	68	172			
	\$4,200					\$0	\$0	
	4			4				
	10			6	4			
	12			8	4			
hours	26	0	0	18	8			
	\$2,160					\$0	\$0	
	12			12				
hours	12	0	0	12	0			
TOTAL COST	\$76,478	452	93	16	148	185	\$10,750	\$7,000
	total hours							
								\$97,000

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

NOTES and ASSUMPTIONS:
 1 DP = Design Principal, GAP = Quality Assurance Principal, PM = Project Manager, AD2 = 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.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

1. Introduction

The City of Covina is designing and constructing a new Senior Center at the Kelby Park site, located at 815 North Barranca Avenue (the "Project"). The new Senior 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 is being vacated and will be demolished.

Senior programming at the existing Joslyn Center occurs Monday through Thursday from 9:00 a.m. to 4:00 p.m. and between 9:00 a.m. and 1:00 p.m. on Friday. Programs include a daily congregate meal program and exercise, arts, and enrichment classes. General recreation programming takes place Monday through Thursday from 3:30 p.m. to 9:00 p.m. and on Saturday between 9:00 a.m. and 3:30 p.m. Programs include exercise, arts, and enrichment classes. Special events and one-day classes are also held at the center.

This Request for Proposals (RFP) invites qualified consultants to submit responsive materials describing their community and internal engagement experience and technical qualifications for this 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 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 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.

2. Time is of the Essence

Time is of the essence with respect to the completion of the contract awarded pursuant to this RFP, if any. With the pending closure and demolition of the existing Joslyn Center and the relocation of senior and general recreation programming to temporary sites within and/or outside the City limits, the need to complete this phase of the Project thoroughly and expediently is critical. The desired timeframe for completion of the awarded contract, if any, 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.

3. Scope of Services

Exhibit A describes the required Scope of Services. The selected proposer must have demonstrated expertise in the planning, programming, and design of municipal recreational facilities for senior residents, including a proven track record of facilitating effective community and internal engagement processes to determine the needs and vision of facility users, programming staff, and other stakeholders, including the Covina City Council and reflecting the gathered input in the conceptual designs, cost estimates, and project timelines.

4. Proposal Submission and Format

Proposers shall submit a Work Proposal and a Cost Proposal in separate envelopes clearly marked on the outside with "Proposal for Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project" and the proposer's name, address, telephone number, and e-mail address.

Proposal packages are to be submitted to the City on/before 4:00 p.m. on December 3, 2015. No oral, faxed, emailed, or telephonic proposals or alternatives will be considered. A proposal may be withdrawn without prejudice upon written request by the proposer filed with the City Clerk before the proposal submission deadline. Proposals must remain valid and shall not be subject to withdrawal for 90 calendar days after the deadline for submission of proposals.

Proposals received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk's Office, 125 E. College Street, Covina, CA 91723. It is the proposer's sole responsibility to see that its proposal is received in proper time, and proposers assume all risks arising out of the means of delivery. Any proposal received after the deadline will be returned to the proposer unopened. All accepted proposals shall become the property of the City.

Proposal packages are to be submitted to:

Siobhan Foster, Director of Public Works
City of Covina
C/o City of Covina City Clerk's Office
125 E. College Street
Covina, CA 91723

The ideal proposer should have extensive experience in the planning, programming, and design of municipal recreational facilities for senior residents, including a proven track record of facilitating effective community and internal engagement processes to determine the needs and vision of facility users, programming staff, and other stakeholders and reflecting the gathered input into the conceptual designs and associated project budgets and timelines. Proposers are encouraged to keep their proposals brief and relevant to the scope of work required.

A. Work Proposal (envelope 1) – submit 5 copies

The Work Proposal must be separated into six (6) sequential sections as follows:

i. Letter to Selection Committee

- a. Introduction of the proposer's team, explanation of why the proposer assembled the team it did, and the strengths of the proposer that you wish the Selection Committee to take note of in the proposal;
- b. Any qualifying statements or comments regarding the proposer's proposal;
- c. The name, address, telephone number, and e-mail address of the proposer's contact person for the remainder of the selection process; and
- d. Statement indicating the validity of the proposal for a minimum period of 90 calendar days subsequent to the proposal due date.

ii. Organization of Firm

- a. Brief description of the proposer's firm pertaining to the structure and organization of the firm, including the name of the sole proprietor, or, if a corporation, partnership or joint venture, the names of all individuals and firms that constitute the corporation, partnership, or joint venture;
- b. Provide specific information about the proposer's firm, including the firm size, number and type of professional staff, number of years in the business, and the location of where the work will be performed; and
- c. If two or more firms are proposed as part of an association or a joint venture for performance of the services solicited under the RFP, provide information concerning past associations and outline the working relationship for the services solicited under the RFP between the firms (e.g., indicate where the management responsibility resides and where quality control, design, and production coordination will be performed).

iii. Technical Qualifications and Experience

- a. The City desires a consultant that ideally brings the following experience:
 - 1. Past design of public use facilities;
 - 2. Past design of municipal senior centers;
 - 3. Past design of municipal community centers;
 - 4. Past design of environments for assisted living communities; and
 - 5. Past design for buildings of similar size, scope, and complexity of this Project;

- b. Provide detailed information on up to three (3) projects completed within the last eight (8) years that the proposer feels best illustrate its team's qualifications to perform the work, including a brief description of these selected projects and photographs of the completed effort. The brief description should include when the project began operation, its current status, a description of the proposer's role/involvement in the project, and any specific information on how the design is responsive to the public, especially the senior community; and
- c. Specific experience of the proposer's firm and key personnel in user and programmatic needs assessments and community engagement processes. For up to three (3) projects completed in the last eight (8) years, identify the type of project or facility and uses, square footage, date of completion, client/owner with contact information, project valuation, and description of components of user and programmatic needs assessments and community engagement processes used. Provide references.

iv. Project Staffing and Organization

This section highlights the qualifications of staff assigned to perform services required under this RFP. The submission shall include the key staff of the proposer's firm and partner firms, if any. Information of use includes the length of time practicing in the profession, familiarity with the design of public facilities, senior centers and/or recreation centers.

- a. Identify the following key personnel, including years with the proposer's firm, their discipline, California license numbers, and attach a resume for each:
 - a. Principal in Charge;
 - b. Project Architect; and
 - c. Manager(s) of user and programmatic assessment and community engagement processes;
- b. Demonstrate individual experience within the past eight (8) years of the proposed Principal in Charge, Project Architect, and Manager(s) of user and programmatic assessment and community engagement processes managing similar projects;
- c. Identify the experience of other key personnel; and
- d. Proposed staffing plan/organizational chart indicating anticipated work hours per week by classification both on and off-site. This should convey

how the proposer will complete comprehensive user and programmatic assessments, community and internal engagement processes, and design services in the most effective, efficient, and cost-effective manner. Innovative staffing plans are encouraged based on best management practices and/or methods utilized successfully by the proposer in other municipalities;

v. Project Understanding and Approach

This section should demonstrate the proposer’s understanding of the Project and the services required under this RFP, how the work will be organized, and anticipated key issues to be addressed. This section should include:

- a. Description of the proposer’s overall approach to the services required under this RFP, such as an outline work plan that describes how the proposer will organize the services. Mandatory components include:
 - 1. Preliminary Community and Internal Engagement Plan, as described in the Scope of Services; and
 - 2. Preliminary Project Schedule that assumes the issuance of a Notice to Proceed on January 20, 2016 (tentative) and completion of services no later than May 18, 2016;
- b. Description of those areas that the proposer is most likely to have challenges, and discuss means to resolve those conflicts or avoid them altogether;
- c. Description of the opportunities the proposer sees for interfacing with the Joslyn Center Senior Advisory Committee and other facility users;
- d. Identify what the proposer feels are the key components to making the Project successful;
- e. Discuss the proposer’s thoughts about where to construct the new facility on the Kelby Park site; and
- f. Other information that will assist the City in selecting the most qualified proposer.

vi. Objections to Professional Services Agreement

B. Cost Proposal (envelope 2) – submit 1 copy

The proposer should submit a detailed cost proposal for all services and materials anticipated in completing the scope of services. This should include the classification

and hourly rate of all employees who would be assigned to the awarded contract, if any. Innovation is encouraged to provide the City with comprehensive and thorough user and programmatic assessments, community and internal engagement processes, and design services in the most efficient, cost-effective manner. Cost proposals will only be opened after the ranking process based on Work Proposals is complete.

5. Evaluation Procedure

City staff, selected by the City Manager, or her designee, will evaluate each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the proposer. Staff may choose to interview two or more closely ranked firms, but will not expect or schedule elaborate presentations. License status and references will also be verified. The proposal review will focus on the following criteria:

- 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 City will identify the proposer that best meets the needs of the City and enter contract negotiations with that highest ranked proposer. Should the City fail to reach agreement with the top ranked proposer, the City may enter negotiations with the next highest rated proposer and so on. City Staff will make a recommendation to the City Council for the award of the Professional Services Agreement to the proposer that best furthers the City's objectives, if any.

The successful proposer will be expected to execute the attached Professional Services Agreement (Exhibit C) at a minimum of five (5) business days prior to the date of City Council consideration (tentatively scheduled for January 19, 2016) of the contract award, if an award is made. Additionally, the successful proposer shall also secure all insurance required under the Professional Services Agreement, and provide copies to the City, at a minimum of five (5) business days prior to the date of City Council consideration, if an award is made.

Any proposer with objections to terms contained in the City's Professional Services Agreement must advise the City of such objections and request modifications as part of its Work Proposal. Failure of a proposer to accept the terms of the City's Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective proposer to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful proposer's failure or refusal to execute the City's Professional Services Agreement.

6. Acceptance or Rejection of Proposal

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding as deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate project deliverables and associated costs.

7. Estimated Timeline

Milestone	Date
Request for Proposals Issued	November 10, 2015
Questions re: Request for Proposals	November 20, 2015 (by 4:00 p.m.)
Proposals Due	December 3, 2015 (by 4:00 p.m.)
Interview (if required)	Week of December 14, 2015
City Council Award of Contract (tentative)	January 19, 2016
Notice to Proceed (tentative)	January 20, 2016

8. Inquiries and Addenda

For inquiries regarding this RFP, please contact Siobhan Foster, Director of Public Works via electronic mail at sfoster@covinaca.gov. Proposers must e-mail inquiries no later than November 20, 2015 by 4:00 p.m. Inquiries received after that date and time will be disregarded. Please include the following in the subject line of the email: "Inquiry re: RFP for Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project." Telephonic inquiries will not be taken. The City will issue any revisions to this RFP as addenda. The City will distribute addenda to all potential proposers and post addenda on the City's website. Proposers are responsible for receipt of all addenda. To this end, each proposer should contact the City to verify that he or she has received all addenda issued, if any. The City's issuance of a written addendum is the only official method whereby the City will interpret, clarify, or provide additional information concerning this RFP. No oral revisions to any provision in this RFP shall be binding.

Exhibits:

- A. Scope of Services
- B. Proposal Rating Sheet – RFP for Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project
- C. City of Covina Professional Services Agreement

**Request for Proposals (RFP) to Provide Planning, Programming, Architectural and Engineering
Services for the Initial Phase of the Covina Senior Center Project**

**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 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, 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 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.

Request for Proposals (RFP) to Provide Planning, Programming, Architectural and Engineering Services for the Initial Phase of the Covina Senior Center Project

**Exhibit B –
Proposal Rating Sheet**



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

Proposal Rating Sheet

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Firm: _____

Name of Reviewer: _____

Signature of Reviewer: _____ Date: _____

Criteria	Maximum Points	Rating
A. Quality of 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.	10	
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 three (3) community and internal engagement processes of similar size and scope in California within the last eight (8) years.	30	
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 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.	30	

Criteria	Maximum Points	Rating
<p>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.</p>	20	
<p>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.</p>	10	
Total	100	

**Request for Proposals (RFP) to Provide Planning, Programming, Architectural and Engineering
Services for the Initial Phase of the Covina Senior Center Project**

**Exhibit C –
City of Covina Professional Services Agreement**

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] 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 [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“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 City Engineer 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 [***INSERT NAME OF PROJECT***] 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 City Engineer Services 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 [***INSERT START DATE***] to [***INSERT ENDING DATE***], 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: [***INSERT NAMES***].

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 [***INSERT NAME OR TITLE***], 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 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of [***INSERT WRITTEN DOLLAR AMOUNT***] Dollars (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) per day for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.10 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.

3.2.10.1 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.

3.2.10.2 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.

3.2.10.3 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.

3.2.10.4 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.

3.2.10.5 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.

3.2.10.6 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.

3.2.11 Insurance.

3.2.11.1 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.

3.2.11.2 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.

3.2.11.3 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.

3.2.11.4 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 Claremont, 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.

3.2.11.5 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.

3.2.11.6 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.

3.2.11.7 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.

3.2.11.8 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.

3.2.11.9 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.

3.2.11.10 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.

3.2.12 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.

3.2.13 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.

3.2.14 Storm Water Management.

3.2.14.1 Generally. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.14.2 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.

3.2.14.3 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.

3.2.14.4 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 [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without the express written approval of the 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:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

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 [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

CITY OF COVINA

By: _____
Andrea Miller
City Manager

Attest: _____
Evelyn Leach
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

**[INSERT NAME OF CONSULTANT], a
[INSERT TYPE OF LEGAL ENTITY]**

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

EXHIBIT "A"
SCOPE OF SERVICES

[INSERT SCOPE**]**

EXHIBIT "B"
SCHEDULE OF SERVICES

[INSERT SCHEDULE**]**

**EXHIBIT "C"
COMPENSATION**

[*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]**



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Addendum #1

Issued: November 12, 2015

The changes in this Addendum are not material, but will be included in the RFP and this Addendum will be part of the RFP documents. All conditions not affected by this Addendum will remain unchanged.

Inquiries:

Question 1: Will the selected firm be allowed to participate in the second phase of this project – the Schematic Design through Construction Phases – or will it only be allowed to do the programming?

Response 1: The firm selected for the initial phase of the project (Planning, Programming, Architectural and Engineering Services) will be eligible to submit a proposal for the second phase of this project. The City anticipates identifying the firm or consultant team for the second phase through a competitive selection process.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Addendum #2 Issued: November 12, 2015

The changes in this Addendum shall be included in the RFP and this Addendum will be part of the RFP documents. All conditions not affected by this Addendum will remain unchanged.

Inquiries:

Question 1: On page 5 of the RFP, under Section iii (Technical Qualifications and Experience), Subsections b and c, there is no mention that the projects and the user and programmatic needs assessments and community engagement processes used as examples by the Proposer must have been completed in California.

Page 7 of the RFP, Section 5 (Evaluation Procedure), Subsections B and C indicate that the projects and the user and programmatic needs assessments and community engagement processes used as examples by the proposer must have been completed in California.

Please confirm which is correct.

Response 1: The project and the user and programmatic needs assessments and community engagement processes experience should be California-specific experience completed within the last eight (8) years.

Subsequently, Page 5 of the RFP, under Section iii (Technical Qualifications and Experience), Subsections b and c should be amended as follows (with changes shown in bold text):

- b. Provide detailed information on up to three (3) projects completed within the last eight (8) years **in California** that the proposer feels best illustrate its team's qualifications to perform the work, including a brief description of these selected projects and photographs of the completed effort. The brief description should include when the project began operation, its current status, a description of the proposer's role/involvement in the project, and any specific information on how the design is responsive to the public, especially the senior community; and

- c. Specific experience of the proposer’s firm and key personnel in user and programmatic needs assessments and community engagement processes. For up to three (3) projects completed in the last eight (8) years **in California**, identify the type of project or facility and uses, square footage, date of completion, client/owner with contact information, project valuation, and description of components of user and programmatic needs assessments and community engagement processes used. Provide references.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Addendum #3 Issued: November 18, 2015

The changes in this Addendum are not material, but will be included in the RFP and this Addendum will be part of the RFP documents. All conditions not affected by this Addendum will remain unchanged.

Inquiries:

Question 1: Does the City have an idea of how large the new senior center should be? Or does the city want the new center to remain 12,000 SF? On page 4, under technical qualifications and experience, it is stated that the City desires a consultant that brings the five types of experience, the fifth type being past design for buildings of similar size, scope, and complexity. I'm just curious if the similar size/scope/complexity should be based off the existing 12,000 SF building or the new building. If it's the new building, knowing the desired square footage would be helpful.

Response 1: The intent is for the proposing design firm, based on the user and programmatic needs assessments, community and internal engagement processes, and the expertise of the design firm, to determine the ideal size of the new facility. While the current Joslyn Center is a 12,000 square-foot facility, the City believes that a modern facility with multi-purpose attributes could make more efficient use of space and could be closer to 10,000 square-feet.

Refer to Item No: NB 2 on the September 15, 2015 City of Covina City Council Agenda for background on this project. The report is available on the City's website at:
http://covinaca.gov/images/webuser/City_Clerk/agendas-pkts/2015/91515_Packet.pdf.

Question 2: I understand that this RFP is not for SD – CA. I'm curious how the City plans to proceed with the project after the initial phase is completed? Will the team who provides the initial work be eligible for the subsequent design services? If so, does the City plan to issue an RFP for the full design services just to the team who provided the initial work, or does the City plan to issue an RFP to any/all interested parties?

Response 2: Please refer to Addendum #1. The firm selected for the initial phase of the project (Planning, Programming, Architectural and Engineering Services) will be eligible to submit a proposal for the second phase of this project. The City anticipates identifying the firm or consultant team for the second phase through a competitive selection process.

Question 3: Does the City have an approved budget or budget range for the initial work?

Response 3: Approval of the budget for the Initial Phase of the Covina Senior Center Project will be sought at the time the City Council considers the award of the Professional Services Agreement for the Planning, Programming, Architectural and Engineering Services for the Initial Phase of the Covina Senior Center Project. Item No: NB 2 on the September 15, 2015 City of Covina City Council Agenda contains background on this project. The report is available on the City's website at: http://covinaca.gov/images/webuser/City_Clerk/agendas-pkts/2015/91515_Packet.pdf.

Question 4: Is the city requesting the team to provide all community outreach/engagement services? Specifically, would the team be required to assemble a contact list, develop and manage invitations, book community meeting locations, etc.?

Response 4: The Community and Internal Engagement Plan submitted by the Consultant and approved by the City will determine the components of the process. City staff will be able to provide a reasonable amount of support to the process. This support will include identification of key stakeholders, assistance with the development of the contact list, and help securing meeting locations.

Question 5: The scope of work provides 30 calendar days for social media and a website to be live. Is the City working with a web developer/designer now that could design/code/test/execute the site? Or will the design team need to include a web developer/designer for the team?

Response 5: The Community and Internal Engagement Plan submitted by the Consultant and approved by the City will determine the requirements, if any, for social media use and/or a project website. If the Consultant's Plan recommends the use of the City's website for project communication, City staff will be able to provide a reasonable amount of support to the process. This support will include the posting of updates developed by the Consultant to the City's website.

Question 6: Is there any pre-submittal meeting or site visit planned prior to the submittal deadline?

Response 6: No, there is no pre-submittal meeting or site visit planned prior to the submittal deadline. A visit to the existing Joslyn Center would have marginal benefit since the facility lacks the multi-purpose and modern attributes the City is seeking in the new Covina Senior Center. Please refer to the attachment for a summary of the current senior programming at Joslyn Center. This may assist proposers in understanding the potential programmatic needs of the new Covina Senior Center.

Kelby Park, where the current Joslyn Center is located and where the new Covina Senior Center will be sited, is open daily from 5:00 a.m. to 10:30 p.m. Proposers are able to visit the site during these hours.

City of Covina
Parks & Recreation and Library Services Department
Current Senior Programming

Program/Activity	Days of the week	Room Type	Attendance	# of tables/chairs	Other Needs
Senior Programs	Monday-Thursday 3 am-4 pm and Fridays 9 am-1 pm				
Lunch	Monday-Thursday 11 am-1 pm	Dining Room	65-80	15 Rounds/80 chairs	
Zumba	Mon./Tues./Thurs. 3-4 pm	Auditorium	35		
Seniorcise	Tuesday/Thursday 9-10 am	Auditorium	80		
Bean Bag Toss	Wednesday 10:30-11:30 am	Auditorium	15	15 chairs	
Indoor Chair Volleyball	Thursday 1:30-2:30 pm	Auditorium	25	25 chairs	
Covina Senior Club	Fridays 8-11 am	Auditorium	90	90 chairs/ 28 tables	
Billiards	Monday-Friday (all day)	Pool Room	36	3 tables	
Watercolor Painting	Monday 9 am-12 pm	Craft Room	20-25	20-25 chairs/7 tables	
Garden Club	Monday (1 st Monday - Dark July-Sept)	Auditorium	35	35 chairs/9 tables	
Family History Class	Monday (1 day class)	Classroom			
Arthritis Exercise Class	Monday/Wednesday 1-2 pm	Auditorium	20		
Home Gardening	Monday 1-3 pm	Craft Room	15-20	15-20 chairs/6 tables	
Hatha Yoga Class	Monday 9-10 am	Auditorium	12		
Gentle Yoga Class	Monday 10:15-11:15 am	Auditorium	12		
Tai Chi Club	Monday 11:30 am-12:30 pm/Friday 12:15-1 pm	Auditorium	10		
American Red Cross	Monday (1 st Monday of each month) 12:30-2 pm	Lounge	8		
Tai Chi Kung	Tuesday 10:15-11:15 am	Auditorium	20		
Happy Stokers Club	Tuesday/Thursday 10:30-11:30 am	Dining Room	10		
Case Management	Tuesday/Thursday 1-4 pm	Office	10		
Computer Class	Tuesday 1-3 pm	Lounge	15	15 chairs/4 card tables	
Scrapbooking Club	Wednesday 9 am-12 pm	Craft Room	30	30 chairs/8 tables	
Notary Services	Wednesday (1 st Wednesday) 10-11 am	Office	10		
Legal Services	Wednesday (2 nd Wednesday) 10 am-12 pm	Office	2-8 appt. a week	1 Chair/1 table	
Yoga	Wednesday 10:15-11:15 am	Auditorium	50		
Balance and Mobility	Wednesday 11:30 am-12:30 pm	Auditorium	28		

Program/Activity	Days of the week	Room Type	Attendance	# of tables/chairs	Other Needs
Senior Programs	Monday-Thursday 3 am-4 pm and Fridays 9 am-1 pm				
Sassy Ladies Club	Wednesday (1 st Wednesday) 1-3 pm	Auditorium	25	25 chairs/6 tables	
Quilting Club	Wednesday 1-3 pm	Craft Room	3-8	8 chairs/4 tables	
Bridge Club	Wednesday 1-4 pm	Auditorium	20	5 card tables	
Knitting and Crocheting	Thursday 9 am-12 pm	Craft Room	32		
Blood Pressure Checks	Thursday (3 rd of each month)	Lounge	35		
Bunco	Thursday 1-3 pm	Auditorium	25	6 card tables	
Legal Services	Friday (1 st and 3 rd) 10-11 am	Lounge	2-8 appt. a week	1 Chair/1 table	
Pediatric CPR, AED & First Aid	Saturday, 9 am -3:30 pm	Craft Room	4	1 table/ 6 chairs	DVD & TV



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

Request for Proposals (RFP) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior Center Project

Addendum #4 Issued: November 23, 2015

The changes in this Addendum shall be included in the RFP and this Addendum will be part of the RFP documents. All conditions not affected by this Addendum will remain unchanged.

Inquiries:

Question 1: Where do the utilities for the facility come from—Barranca or the neighborhood behind the facility?

Response 1: Utilities are available from both locations. The determination as to where to pull utilities from should be made based on where the new facility is placed on the Kelby Park site. Section 2, Subsection E of Exhibit A – Scope of Services requires the Consultant to “make a recommendation as to where the new Covina Senior Center should be located. Provide supporting information for recommended location.”

Question 2: To what extent are other areas of the overall park site to be improved? Does the ‘Senior Center’ encompass only the actual building structure or the parking lot and near area, and entrance to the surrounding park as well?

Response 2: This project focuses on the placement and construction of the new Covina Senior Center and will include the site improvements necessary to support the use of the new facility. To this end, parking lot, lighting, and access enhancements will be part of the project. Other enhancements recommended by the Consultant will seriously be considered by the City. Such recommendations could include redesign of the park/facility entrance and demolition of the park restroom structure, for example.

Further, Section 2, Subsection E of Exhibit A – Scope of Services requires the Consultant to make a recommendation as to where the new Covina Senior Center should be placed on the Kelby Park site. Should existing open space be displaced to accommodate the recommended facility placement, the Consultant must “include ideas on how the site should be reconfigured to include both the facility and an equivalent amount of usable open space.”

Question 3: Is it expected that the new facility will be larger than the current one?

Response 3: Please refer to Response 1 in Addendum #3 issued on November 18, 2015.

Addendum #3 is available on the City's website at:

[http://covinaca.gov/images/Covina New Senior Center Addendum 3.pdf](http://covinaca.gov/images/Covina%20New%20Senior%20Center%20Addendum%203.pdf).

Question 4: Is funding already in place for the services described in the RFP? If not, how and when is the funding anticipated occurring?

Response 4: Please refer to Response 3 in Addendum #3 issued on November 18, 2015.

Addendum #3 is available on the City's website at:

[http://covinaca.gov/images/Covina New Senior Center Addendum 3.pdf](http://covinaca.gov/images/Covina%20New%20Senior%20Center%20Addendum%203.pdf).

Question 5: To clarify, is the intention that the new facility will provide services for both seniors and the community at large?

Response 5: Yes.

Question 6: With regard to RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iii (Technical Qualifications and Experience), Items b and c, can the sample projects include projects wherein our firm's services were completed (e.g., design guidelines), but the project has actually yet to be built?

Response 6: Yes, while this is allowable, please be mindful that this may make it difficult for the City to ascertain the proposer's role/involvement in the project(s) and how the design(s) is responsive to the public, especially the senior community. Reference checks will be conducted.

Question 7: With regard to RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iv (Project Staffing and Organization), Item d, should the staffing plan/organizational chart be organized according to a schedule (e.g., week by week) or by tasks described in Exhibit A – Scope of Services? Can you provide an example of what you are looking for?

Response 7: Per RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iv (Project Staffing and Organization), Item d, proposers should organize the staffing plan/organization chart in a manner that best conveys "how the proposer will complete comprehensive user and programmatic assessments, community and internal engagement processes, and design services in the most effective, efficient, and cost-effective manner. Innovate staffing plans are encouraged based on best management practices and/or methods utilized successfully by the proposer in other municipalities," indicating anticipated

work hours by classification both on and off-site. The proposer has discretion on how to present the staffing plan/organization chart.

Question 8: Do you require a wet-ink signature on all copies of the proposal?

Response 8: No, one original proposal with a wet-ink signature is sufficient. Please mark this copy as the “original.”

Question 9: Is there a page limit for the proposal?

Response 9: There is no page limit for the proposal. Proposers are encouraged to keep their proposals brief and relevant to the scope of work required.

Question 10: RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iv (Project Staffing and Organization), Item d and RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection v (Project Understanding and Approach), Item a are asking for very similar things. Can you please elaborate on the differences in what you are looking for in each of these sections?

Response 10: RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection iv (Project Staffing and Organization), Item d is a requirement for a proposed staffing plan/organizational chart indicating anticipated work hours per week by classification both on and off-site. This requirement typically generates a graphical response.

RFP Section 4 (Proposal Submission and Format), Subsection A (Work Proposal), Sub-Subsection v (Project Understanding and Approach), Item a requires a description of the proposer’s overall approach to the services required by the RFP and must include a Preliminary Community and Internal Engagement Plan and Preliminary Project Schedule. This requirement typically generates a narrative response.

Question 11: For reference, the current Scope listed could be called “Part A”. While the SD-CA phases were listed as a potential “future RFP,” the City could request the SD-CA phases now as a “Part B” scope for the architect and the consultants. In this way, the City would have adequate information and vetting to continue the project through to the completion of construction. Part B could be authorized once funding / approval is received. You would then have the “team” for the entire project, yet the release could be contingent upon funding / approval of Part B.

This would avoid a future RFP and potentially a second architect on the same project with liability implications, potential design philosophy / program disconnects, and other issues for the City. This also could save a couple of months not having to re-RFP for Part B.

Response 11: While the City appreciates the suggestion and its merits, the project as phased best meets the needs of the City.

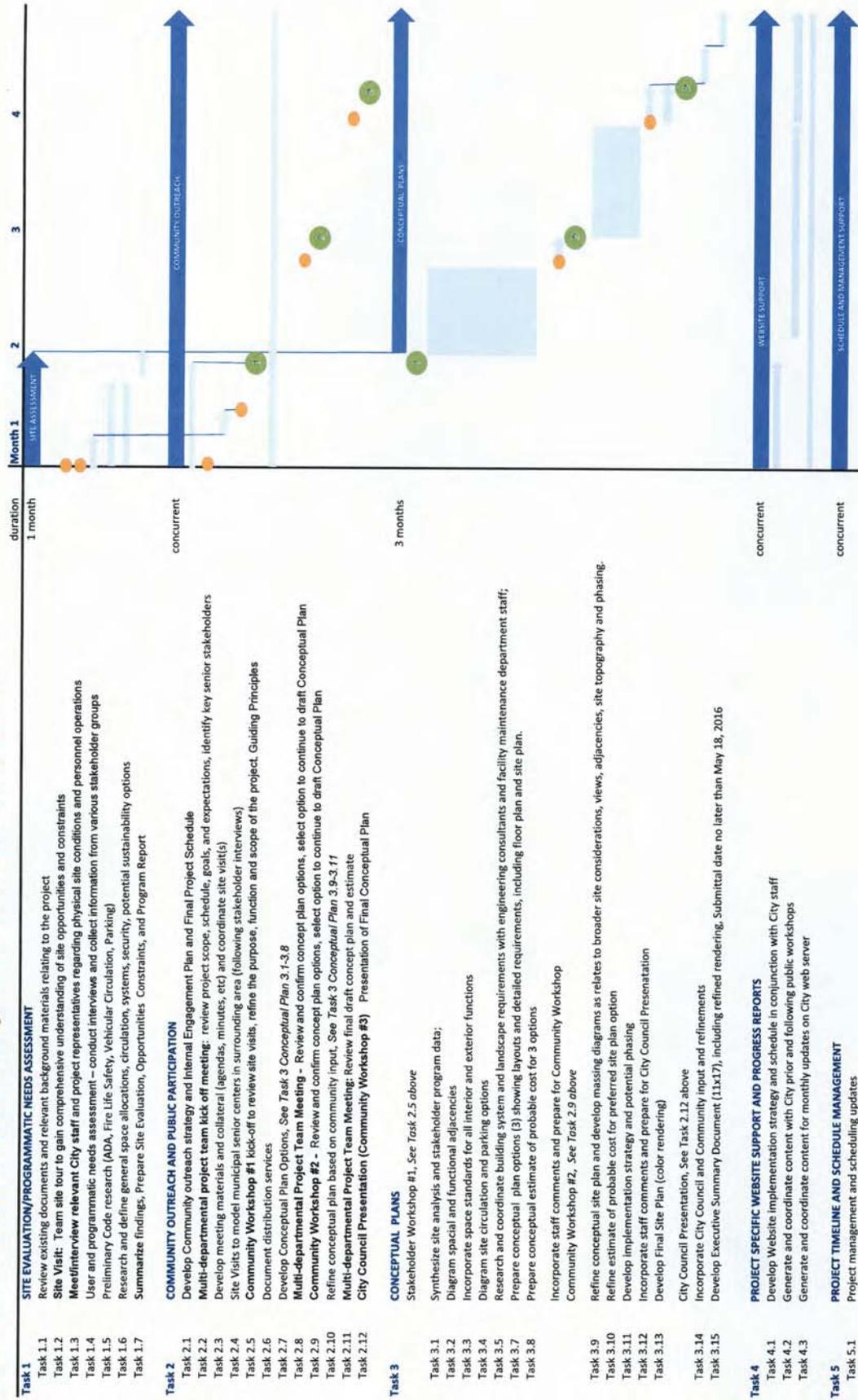
Question 12: Regarding the community outreach meetings. For consistency of proposals amongst bidders, perhaps 2 or 3 community meetings is appropriate?

Response 12: The Community and Internal Engagement Plan submitted by the Consultant and approved by the City will determine the components of the process. The City is relying on the expertise and/or methods utilized successfully by the proposer in other municipalities to shape the community and internal engagement process that will be undertaken.

Question 13: Can the proposal be double sided?

Response 13: Yes.

Covina Senior Center Project Schedule and Tasks



GONZALEZ GOODALE ARCHITECTS



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. NB 2

STAFF SOURCE **Siobhan Foster, Director of Public Works**
Amy Hall-McGrade, Director of Parks & Recreation
Brian Lee, Director of Community Development
John Michicoff, Interim Director of Finance
Danielle Tellez, Director of Human Resources & Risk Manager

ITEM TITLE **Joslyn Center – Facility Update and Authorization to Issue Request for Proposals for Design Services for Construction of New Senior Center, Identify Temporary Locations to Accommodate Programming Requirements and Initiate Negotiations with Property Owners**

STAFF RECOMMENDATION

- 1) Receive and file the Joslyn Center update;
- 2) Authorize the City Manager to issue Request for Proposals (RFP) for design services for construction of a new senior center in accordance with Covina Municipal Code (CMC) Section 2.20.175 (Purchase – Professional and Specialized Services); and
- 3) Direct the Departments of Parks & Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners.

FISCAL IMPACT

There is no fiscal impact associated with the issuance of a RFP for design services for the construction of a new senior center. The cost of design services for the new facility are estimated not-to-exceed \$600,000 based on the approximate \$5.5 million construction cost of a new 10,000 square foot (SF) facility and demolition of the existing Joslyn Center. Funding for the estimated \$6.0 million project could come from various sources as outlined in Table 1.

Table 1 – Possible Funding Sources for Design and Construction of New Senior Center

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

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 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
Community Development Block Grant (CDBG)	\$200,000 to \$400,000

Remaining project funding may come from additional grant funding and/or through financing.

The use of Los Angeles County grant funds for the design and construction of a new senior center will require the County's approval of the reallocation of these funds. The City Manager has initiated this conversation with Supervisor Antonovich's Office.

BACKGROUND

Joslyn Center, located at 815 North Barranca Avenue, was originally constructed in 1979 with several additions in later years, including the last addition in 1989. The building is a one-story wood-framed structure with plaster exterior walls, a combination of low slope built-up asphalt membrane roof with parapet walls and sloped Spanish tile roof. The facility is approximately 12,000 SF and is used primarily for senior citizen activities. The building is situated in Kelby Park with grass field areas located at the front and the rear of the building. The building site slopes from Barranca Avenue at the front of the building to East Reed Street at the rear of the building.

On April 20, 2007, two incidents caused significant water damage to Joslyn Center impacting all rooms in the facility except the restrooms, kitchen, and dining room. The first incident occurred when a maintenance company left a hose running in the mop sink overnight. The second incident involved a below ground water line break. On May 22, 2007, the City Council approved the appropriation of \$25,000 to cover the insurance deductibles for each incident. The City's property insurance policy through CSAC-EIA covered the needed building repairs and furniture replacements due to water damage in excess of the deductibles. The City sought subrogation on the incident that involved contract cleaning services. The water line break was not subject to subrogation.

The insurance carrier contracted with Belfor USA to prepare a Scope of Work to be used to obtain informal bids to complete facility restoration including necessary building code and American with Disabilities Act (ADA) upgrades. On June 19, 2007, the City Council appropriated \$35,037 in additional City funds to upgrade walls, ceiling tiles, and lighting that was not damaged but needed to be addressed cosmetically to match restoration repairs (remediation repairs were completed to the Lounge, Main Office Conference Room, Game/Pool Room, Craft Room and hallways). The Agenda Report also contained a letter outlining areas of concern Belfor USA identified during the course of facility inspections including cracks in the drywall and stucco and apparent changes in the grade of the floor and concrete slab, which precipitated a series of subsequent facility evaluations.

On March 4, 2008, the City Council authorized the retention of Rimkus Consulting Group to complete a structural forensic engineering investigation of Joslyn Center based on the conditions identified during the restoration process performed by Belfor USA. Conditions included water intrusion to the structure at multiple locations and cracks in the exterior stucco, ceiling laminated beams, and exterior walkways. Rimkus Consulting Group submitted its Report of Findings to the City on December 19, 2009. The Report of Findings identified, among other items:

- Water intrusion occurring at walls, windows, and sliding glass doors due to aged and damaged window systems, lack of adequate window and sliding glass door flashing, inadequate exterior walkway drainage, and plaster wall weep screeds buried below the exterior pavement finish surface;
- Exterior pavement sloping toward building and plaster wall weep screeds buried below the exterior pavement finish surface;
- Concrete slab cracks at exterior walkways due to inadequate construction joint depth/spacing, water ponding adjacent to the planters and building foundation along the south and east elevations, and vehicular traffic along the north elevation; and
- Multiple roof leaks.

The Report of Findings recommended the following, among other items:

- Removal and replacement of old and damaged windows and sliding glass doors;
- Roof should be examined by a professional familiar with this type of roof deck and repaired and replaced as necessary, as water will continue to damage the interior finish surfaces and may cause structural degradation of some of the framing members supporting the roof, walls, and ceiling;
- Raise plaster wall weep screeds above exterior concrete pavement finish surface to allow plaster walls to drain as required by the current building code; and
- Area drains should be installed where possible to reduce the deterioration of the existing slab and prevent cracking where new slabs are placed.

On August 18, 2009, the City Council approved a Professional Services Agreement (PSA) with Allana, Buick & Bers Inc. (ABB) to perform architectural engineering services for the repair of the Joslyn Center building envelope and City Hall roof. Joslyn Center services were focused on addressing the various weather-proofing problems with the building envelope including roof leaks and surface intrusions. ABB was contracted to provide investigation, construction document and bid services for the basic building envelope renovation project at Joslyn Center.

On May 4, 2010, the City Council approved an amendment to the PSA with ABB to perform additional architectural engineering services at Joslyn Center. Due to problems that were not

readily foreseen prior to flood and destructive testing of the building, the design costs increased in two ways: 1) additional design needs for construction details; and 2) design of a ductless HVAC system to replace the existing inefficient system that needs to be removed prior to re-roofing the facility and repairing internal structural members.

On August 9, 2010, ABB provided the City with bid specifications and construction documents for the Joslyn Senior Citizen's Center Repairs Project. The Scope of Work includes:

- Mechanical system upgrades;
- Replacement of low-slope roofing;
- Limited replacement of windows and sliding glass doors;
- Exterior wall flashing repairs including limited removal and replacement of cement plaster and siding, and limited removal and reinstallation of existing doors and windows and other appurtenances;
- Application of elastomeric wall coating or textured elastomeric finish system to all exterior cement plaster walls; and
- Limited flashing repairs to existing tile roof.

The City advertised the Joslyn Senior Citizen's Center Repairs Project for bid in September 2013 and rebid in December 2013 due to bid submittal irregularities from proposers. Bids were received by the City Clerk's Office on January 15, 2014. On April 15, 2014, the City Council rejected all bids for the Joslyn Senior Citizen's Center Repairs Project when staff determined that the reprogramming of \$650,000 in Los Angeles County funds from Grant 58C4-07-2100 (Covina Sports Center Project, Kahler Russell Park) had not been completed and the funds were not available from the County for construction. The City did not have General Fund monies available at the time to initiate construction at the City's risk without first assuring the reprogramming of the County funds to this project.

On July 1, 2014, the City Council adopted Resolution 14-7259 approving the application for grant funds from the 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. On September 9, 2014, the Los County Board of Supervisors allocated \$650,000 to the Joslyn Senior Citizen's Center Improvement Project.

Additionally, on August 19, 2014, the City Council adopted Resolution No. 14-7266 approving the application for grant funds from the 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. This project consists of interior restroom renovation, beautification to meeting rooms, and parking lot enhancements. On

January 27, 2015, the Los County Board of Supervisors allocated \$250,000 to the Joslyn Center ADA Beautification Improvement Project.

Current Issue – Facility

With the City's change in leadership and upon learning that the proposed Joslyn Senior Citizen's Center Repairs Project previously advertised for bid did not take into account the needs of facility users and Department of Parks & Recreation programming requirements, coupled with the time that had elapsed, an interdepartmental staff team and technical experts (civil engineer, structural engineer and certified building official) initiated a reassessment of the conditions at Joslyn Center including the review of various technical studies completed previously. The team noted the same conditions outlined above (such as water intrusion at numerous locations from roof, window and door leaks and topography that slopes toward the building) and emphasized that the time elapsed and weather impacts since the studies were completed have exacerbated the conditions that need to be addressed.

The technical experts also identified the need to extensively reconfigure site grading adjacent to the building and/or install a complex drainage system to stop water from flowing toward and infiltrating Joslyn Center. Most significantly, the technical experts stressed the likelihood that other unforeseen structural conditions may exist and not be evident until removal of the existing roof and flooring systems occur. The need for the facility to be enhanced to meet current ADA, building and fire code requirements are also cost considerations.

Based on this information and particularly the unknown structural conditions that may be uncovered during construction, the technical experts have determined that the estimated cost to rehabilitate Joslyn Center is difficult to estimate, but may reach \$10.0 million, and likely would exceed the cost of building a new facility. This coupled with the fact that it would be more expedient and cost effective to incorporate facility user and Department of Parks & Recreation programming needs into a new facility design than modify the current Joslyn Center layout, compels the interdepartmental team to recommend that the City Council authorize the City Manager to issue a RFP for design services for construction of a new senior center in accordance with CMC Section 2.20.175 (Purchase – Professional and Specialized Services).

The interdepartmental team and technical experts estimate the cost of a new 10,000 SF facility would cost approximately \$5.5 million including demolition of the existing Joslyn Center, plus approximately \$600,000 in design costs. The Scope of Services for the RFP would include:

- Community and internal outreach to ascertain facility user needs and Department of Parks & Recreation programming needs, respectively;
- Schematic design services;
- Design development services;
- Construction document services;
- Bidding services; and

- Construction administration services.

Depending on where the new facility is sited on the Kelby Park footprint, there may be additional costs associated with relocation of existing recreational open space. The facility could be reconstructed in its existing location or constructed on the eastern end of the site adjacent to Barranca Avenue. The location of the new facility would be determined during the design process.

It is anticipated that once the City Council authorizes a contract for design services, the design and construction process for the new Joslyn Center will take approximately 24 to 36 months.

Current Issue – Relocation of Services

The forecast of a unseasonably heavy rainy season coupled with the time that has elapsed and weather impacts that have occurred since the last structural analysis of Joslyn Center was completed and the unknown structural conditions that may be uncovered during construction, compels the interdepartmental team and technical experts to recommend that the City Council direct the Departments of Parks & Recreation and Human Resources to identify temporary locations to accommodate programming requirements and initiate negotiations with property owners as soon as possible. Current facility usage is shown in Table 2 below.

Table 2 – Joslyn Center Hours and Usage

Room	Maximum Senior Participants	Maximum Class Participants
Auditorium	100	40
Craft Room	30	20
Conference Room	8	8
Dining Room	120	10
Kitchen	12	12
Lounge	15	10
Pool Room	12	n/a
Senior Programs: Monday – Thursday, 9AM to 4PM and Friday, 9AM to 1PM		
Leisure Classes: Monday – Friday, 4PM to 9:30PM and Saturday, 9AM to 3PM		

ALTERNATIVES

At least three alternatives are available to the City Council.

Alternative 1

The City Council may elect not to authorize the issuance of the RFP for design services for construction of a new senior center and instead direct staff to rehabilitate the existing Joslyn Center. The estimated cost to rehabilitate Joslyn Center is difficult to estimate, but may reach \$10.0 million, and likely would exceed the cost of building a new facility.

Alternative 2

The City Council may elect not to authorize the issuance of the RFP for design services for construction of a new senior center and instead direct staff to explore and/or pursue use of a design-build process instead of the traditional design-bid-build process. While a relatively new

process for modernizing public facilities, a design-build process could accelerate the project schedule, reduce risk, claims, and litigation, and allow selection based on qualifications, value, cost, and other criteria. The exploration and development of a design-build process for this project would increase the project timeframe.

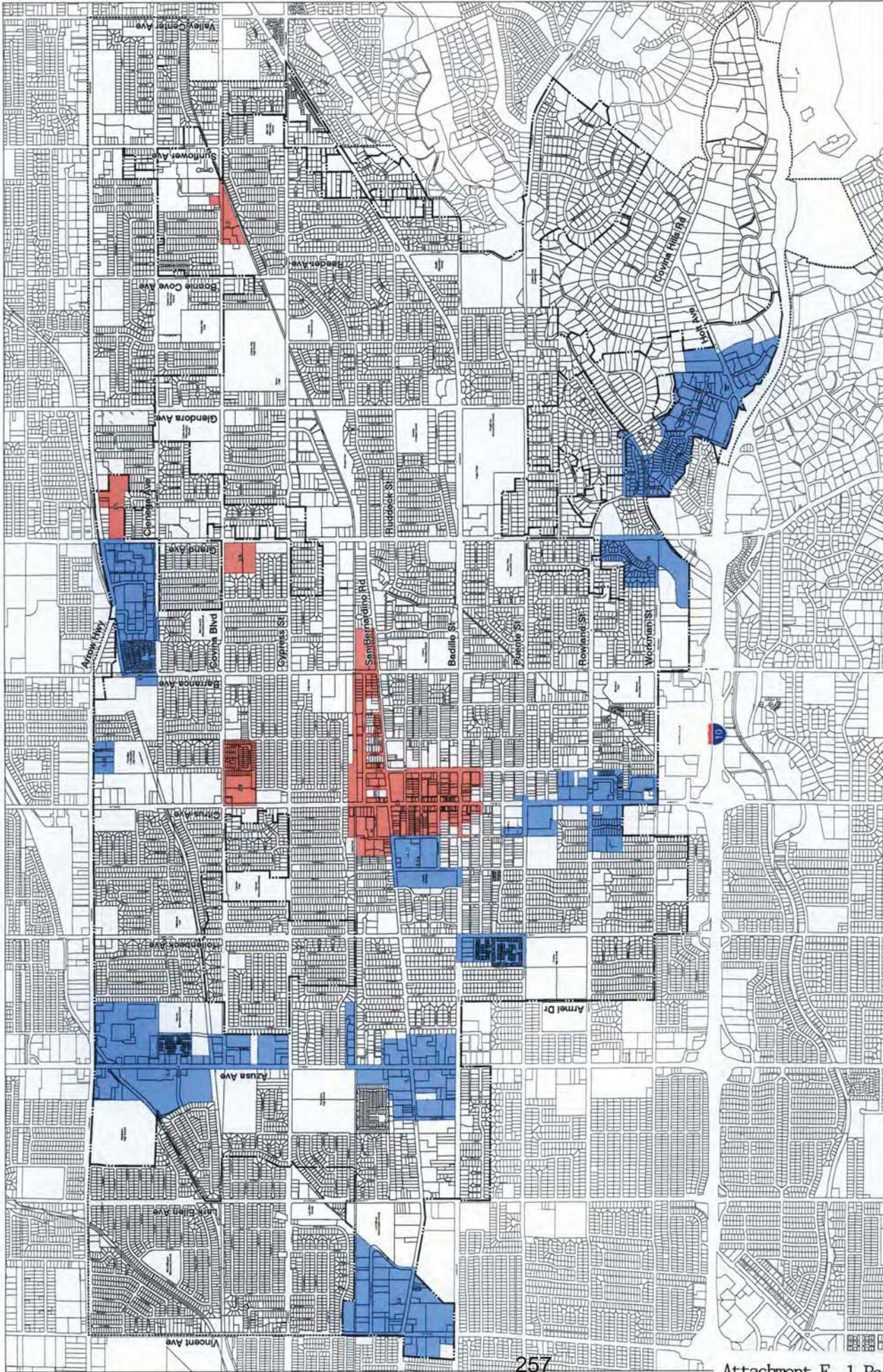
Alternative 3

The City Council may elect not to direct the Departments of Parks & Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners. Should the City Council desire to continue to provide programming in the existing Joslyn Center, efforts and resources should be focused on making the facility as weather resistant as possible before the approaching rainy season which runs from October 2015 to April 2016. The staff team and technical experts do not recommend this option due to the potential risk of liability issues.

Respectfully submitted



Siobhan Foster/Director of Public Works
Public Works Department



- REDEVELOPMENT AREAS**
- Project Area One
 - Project Area Two
- City Boundary**
- City Boundary
 - Planning Area Boundary



REDEVELOPMENT AREAS
City of Covina



RESOLUTION NO. 16-7454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-2016 PUBLIC WORKS DEPARTMENT BUDGET TO REFLECT AN APPROPRIATION OF \$130,000 FROM SPECIAL GENERAL FUND – RULE 20A SWAP FOR PROJECT NO. P-1601, COVINA SENIOR CENTER PROJECT, AND INCREASING THE FISCAL YEAR 2015-16 CAPITAL IMPROVEMENTS FUND BUDGET (ACCOUNT NO. 4600-3400-55100-P1601) IN THE AMOUNT OF \$500,000 FOR INITIAL PHASE OF THE COVINA SENIOR CENTER PROJECT, RELATED BOUNDARY AND TOPOGRAPHIC SURVEY AND SOILS AND GEOLOGIC ANALYSIS, AND SEED MONEY FOR SUBSEQUENT PHASES OF PROJECT

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”); and

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2015 and ending June 30, 2016 was approved on June 23, 2015; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the reallocation of the appropriations between departmental activities may be made by the City Manager and amendments (increases/decreases) to the adopted budget shall be by approval and Resolution of the City Council; and

WHEREAS, on September 15, 2015, the City Council 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;

WHEREAS, 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 Center Project;

WHEREAS, a boundary and topographic site survey and soils and geologic analysis is necessary to support the development of the conceptual site plan as part of the initial phase of the Covina Senior Center project and facilitate the subsequent design and construction phases of the project; and

WHEREAS, seed funding for future phases of the Covina Senior Center Project is needed; and

WHEREAS, the City of Covina wishes to allocate funds for the completion of the Initial Phase of the Covina Senior Center Project, Project P-1601 and necessary boundary and topographic site survey and soils and geologic analysis.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City of Covina, as follows:

SECTION 1. Amend the fiscal year 2015-2016 City of Covina operating budget as follows: \$500,000 from Special General Fund – Rule 20A balance (account no. 1060-0000-59140) to Capital Improvements (Parks and Recreation) – Park Facilities – Building & Structures – Covina Senior Center (account no. 4600- 3400-55100-P-1601).

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 19th day of January 2016.

John C. King, Mayor

ATTEST:

Sharon F. Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candice K. Lee, City Attorney

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