

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
NOLL & TAM ARCHITECTS  
FOR  
A LIBRARY FACILITES MASTER PLAN

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and NOLL & TAM ARCHITECTS, an Architectural Firm hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide architectural design services to create a Library Facilities Master Plan for the City of Huntington Beach; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Chris Noll who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Two Hundred Eighty Nine Thousand Six Hundred Ninety Seven Dollars (\$289,697.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

#### 9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

#### 10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: Stephanie Beverage  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

Noll & Tam Architects  
729 Heinz Ave. #7  
Berkeley, CA 94710

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

Noll & Tam Architects

By:

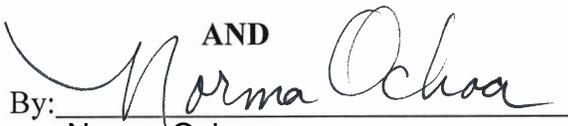


Christopher Noll

print name

ITS: (circle one) Chairman/President/Vice President

By:

AND  


Norma Ochoa

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:

\_\_\_\_\_  
Director of Library Services

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

## EXHIBIT "A"

### A. STATEMENT OF WORK: (Narrative of work to be performed)

The City and Noll&Tam Architects have identified the following Scope of Services:

1. Review Related Documents;
2. Research;
3. Engagement and Public Participation;
4. Masterplan Development.

Library Master Plans provide the roadmap for the future development and provision of Library Services through library buildings for the community. Based on the needs and development of the community, the Master Planning Process looks at the current state of the library in a community, demographic and economic information about the community, cultural and societal trends that have an impact on a community, the status and effectiveness of existing library buildings and the aspirations of a community looking ahead.

The following work plan and schedule, in Section D, outlines an approach, incorporating the Scope of Services with the team's methodology. Noll&Tam's methodology is workshop based, highly participatory, and incorporates human centered design techniques. It is customized and inquiry-based to address the Huntington Public Library's specific conditions.

The process is collaborative. City staff will be an extension of the planning team. Effective community engagement is critical to success. Therefore, preliminary planning is an important first step to ensure successful invitations, maximum participation, enough time for active listening, and meaningful engagement sessions. Planning for staff engagement, a technique that both allows the staff to be involved in research and development and to be active participants in workshopping the future vision, will result in capacity building for successful implementation. At the beginning of the process, Noll&Tam working with City staff will identify what kind of public engagement sessions offered and how many sessions will be scheduled.

### B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

Noll&Tam Architects will provide a team of architectural and design professionals that will guide the process for developing a Library Facilities Master Plan for the City of Huntington Beach, CA, and will coordinate all elements of the project, working in conjunction with City Staff. The work plan in Section D outlines the duties and responsibilities of the consultant team in detail.

### C. CITY'S DUTIES AND RESPONSIBILITIES:

City Staff will provide support and resources to facilitate the development of a 20 year Library Facilities Master Plan for the City of Huntington Beach, CA. City Staff will participate in the planning process, provide data and information on the City and Library, and will review all elements produced, engaging the Library Board of Trustees, with final approval coming from the City Council.

D. WORK PROGRAM/PROJECT SCHEDULE:

**PROPOSED WORKPLAN & SCHEDULE**

(KICKOFF) IDENTIFY PARTICIPANTS

Identification of the key stakeholders who will be involved in this process and define their roles.

Suggested organization/structure:

*Executive Leadership Group/Steering Committee* – Executive City and Library Leadership who will collaborate with the Consultant Team on the process, methodology and key decisions.

*Design/Consultant Team Community Stakeholders* –Community leaders, experts, members and stakeholders(including current and future library customers) that will offer critical information to the process. The Noll&Tam team will work with the City to refine the list, identify when to garner input and what the best forum and format will be to obtain the most critical information.

*Staff Working Group* – A potential group of Huntington Public Library staff representatives who will be engaged in the Facilities Master planning process. This may include participating in workshops and engaging in surveys and/or data gathering and research that will enlighten the process.

***Proposed six-month schedule:***

(MONTH 1) PRE-WORK: RESEARCH, ANALYSIS AND SYNTHESIS

The Consultant Team will engage in research and information gathering to inform the project context. Research & Related Documents

A. Community Needs

B. The City of Huntington Beach’s community and economic plans

C. Huntington Beach Public Library’s Strategic Plan

D. Research other Library’s Facilities Plans

E. Demographic Growth, Transformation and Market Segment Research

F. The Future “Forces” that impact the Library Industry: Future of Community, Future of Learning, Future of Community, Future of Work, Future of Distribution, Future of Retail, Future of Transportation, Future of Technology

G. Case Study Research: Libraries and Non-Profits, Museums and Educational Institutions creating impact through intentional facilities and community service design.

(MONTH 2) TRIP #1: DEFINE THE STRATEGY, VISION AND GOALS OF THE PROJECT;  
INITIATE COMMUNITY ENGAGEMENT & PUBLIC PARTICIPATION

The purpose of this trip will be to:

- Introduce City & Library Leadership and City staff to the process
- Develop the Strategic Goals of the project building on Strategic Plans
- Confirm initial understanding of the Consultant Team’s Research
- Conduct active facilitated Community Engagement
- Conduct Existing Facilities Assessments Library Leadership & Staff Engagement

### *Workshops*

- A. Leadership: Consultants will kick-off the process with a Goals Workshop & “Imagine the Possibilities” Visioning Session
- B. Staff Working Group: Consultants facilitate a workshop to introduce the Staff Working Group to the Planning Process, their role, and training to conduct “Directed Storytelling” interviews to gather qualitative data to inform community needs, motivations, and aspirations. Staff will conduct these interviews with community members prior to Trip #2.
- C. Library Branch Staff complete an “About their Communities” Questionnaire
- D. All-Staff Kick-Off: Consultants may conduct an all-staff session, which can be live-streamed and recorded, to introduce all staff to the process and project goals

### *Community & Stakeholder Engagement Workshops*

- A. Community Meetings
- B. Focus Group Sessions with Current and Future User Groups
- C. One-on-One Interviews with Community Stakeholders

### *Facilities Assessments*

- A. Facility Assessments: The architectural and engineering members of the team will examine the existing conditions at the Central Library and the other four branches and prepare a brief report on the current deficiencies of the buildings that will need to be addressed. The Consultant team includes structural, mechanical, and electrical engineers who will examine and evaluate all library buildings, to see how they are performing and what will be necessary to bring them up to an acceptable level of performance, so that they can continue to serve the citizens of Huntington Beach well for many years to come.
- B. Current Use of facilities, including quantity of users at the time of day, what they are doing and how the current facilities are challenges and barriers to services, learning and ideal customer experience
- C. Programs and Services Analysis for all locations and the city as a whole.

### (MONTH 3) TRIP #2: ALIGN COMMUNITY TRENDS, NEEDS, AND ASPIRATIONS TO INFORM FACILITIES PLANNING; CONTINUE COMMUNITY ENGAGEMENT & PUBLIC PARTICIPATION

The purpose of this trip will be to:

- Present how the community needs and aspirations are aligning with strategic objectives
- Present understanding of demographic growth and trends to inform service needs, potential gaps of service, and strategies for expansion
- Continue to deepen understanding of community trends, needs, and aspirations
- Identify how future City conditions and library trends will shape services and the role of Library facilities for 20 years.

### Library Leadership & Staff Engagement

- A. Leadership Workshop: The Leadership Workshop will focus on the following three agenda items:
  1. Consultants will present the findings and synthesis of community engagement, identify alignments and potential objectives with strategic goals, and review outputs and identify potential gaps and tactics to gather needed data.

2. Consultants will present demographic research with projections and interpretations to develop an approach to identifying service gaps in the City, and begin to develop a 20-year methodology for expanding services, programs, and facilities.

3. Consultants will begin to look at the financial context of the City and the Library with preliminary potential capital costs of the facilities masterplan to identify opportunities and constraints.

B. Staff Working Group: The Staff Working Group Workshop will focus on the following three agenda items:

1. Participants will synthesize community needs based on “Directed Storytelling” interviews and community engagement findings.

2. Participants will develop a deeper understanding of the City’s and the library community’s characteristics, programs, and partnerships through a community asset mapping exercise as a contextual understanding for future growth and service needs in the City.

3. Participants will identify how “Future Forces, Trends and Case Studies” will shape the library’s future services, programs, and facilities.

City Leadership: Consultants will meet with City officials to deepen an understanding of community economic development objectives, verify demographic growth with City data, and confirm any additional information that will affect the Facilities Masterplan work effort.

Community & Stakeholder Engagement:

Consultants will continue to facilitate community engagement sessions to inform the work effort.

A. Community Meetings

B. Focus Group Sessions with Current and Future User Groups

C. One-on-One Interviews with Community Stakeholders

#### (MONTH 4) TRIP #3: DEVELOP THE CITYWIDE APPROACH TO SERVICES; IDENTIFY UNIQUE COMMUNITY CONDITIONS TO TAILOR APPLICATIONS

The purpose of this trip will be to:

- Develop the Facilities Masterplan as an extension of the Library’s Vision, Mission, and Strategic Plan
- Develop a Citywide approach to services
- Identify the “Role and Purpose” of the facilities to activate strategic priorities
- Develop a standard recipe of space components based on activities, programs, and learning outcomes
- Identify unique opportunities in the communities to tailor programs, services, and facilities
- Develop a tentative plan for locating library services in the City, using existing facilities or proposing new ones
- Develop conceptual plans for reorganization and renovation of the Central Library to meet the new roles and vision for the library, with alternative concepts
- Develop conceptual renovation plans for the Main Street and Banning Branch Libraries, with alternatives if appropriate
- Develop conceptual models for the renovation or relocation of the Helen Murphy and Oak View Branches
- Identify future gaps in service to meet community needs
- Develop a sustainable approach to adding services and programs
- Develop a sustainability plan for all facilities
- Develop preliminary implementation and funding strategies to result in an adaptable 20-year decision-making framework

Library Leadership & Staff  
Engagement

Leadership Workshop: The Leadership Workshop will focus on the following three agenda items:

1. Consultants will present the preliminary approach to the Facilities Masterplan incorporating all of the data gathered to date with a preliminary articulation of strategic priorities for the role and purpose for the facilities as an extension of the strategic plan.
2. Consultants will work with the Leadership team to develop a citywide framework for optimal geographic distribution of library facilities and right sizing. This will be based on activating the library's assets and service models for optimal community utilization, ideal customer experience, and the library's current and future operational capacities.
3. Consultants will work with the Leadership team to develop implementation, funding, and prioritization strategies to generate a 20-year adaptable framework.

B. Staff Working Group Workshop:

The Staff Working Group Workshop will focus on the following three agenda items:

Participants will create customized library experiences for the communities the library serves, to create future use scenarios for each community.

Participants will work with the consultant team to create an ideal re-alignment of space components for optimal space utilization and configuration of existing facilities.

Participants will create innovative solutions to citywide services based on a variety of future scenarios. The purpose will be to capture creative ideas for service, program, and facilities expansion.

It will also inform Leadership's 20-year expansion implementation planning.

(MONTH 5) TRIP #4: PRESENT AND REFINE FACILITIES MASTERPLAN

The purpose of this trip will be to:

- Finalize Facilities Masterplan for all library facility locations
- Present Cost Estimates and Scenarios
- Refine Implementation Plan
- Present Sustainability Plan
- Confirm Next Steps for successful implementation with community stakeholders, staff and the community

Library Leadership & Staff  
Engagement

A. Leadership Workshop: The Leadership Workshop will focus on the following three agenda items:

1. Consultants will present the final Facilities Masterplan.
2. Consultants will work with the Leadership team to finalize the implementation, funding and prioritization plan.
3. Consultants will present comprehensive cost scenarios incorporating capital and operational costs.

4. Consultants will work with the Leadership team to identify Next Steps for successful implementation.

B. Staff Working Group: The Staff Working Group Workshop will focus on the following two agenda items:

Consultants will present the Facilities Masterplan for review and feedback. Participants will share their “Vision” for the community based on this process, their learnings, and their aspirations for how re-enviromed facilities can enable their success!  
To note: The team may also want to consider additional Community Engagement during this phase to garner feedback, build excitement and encourage on-going participation and ownership.

(MONTH 6) TRIP #5: DELIVERY OF FINAL FACILITIES MASTERPLAN

Library Leadership & Staff  
Engagement

A. Final review of Master Plan and all associated documents prior to Council presentation

City Council Presentation

A. Present Final Draft Master Plan to the City Council in Workshop session, respond to feedback,  
Publish Final Master Plan

A. Make any modifications necessary following Council meeting and publish final Master Plan.

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

<b>Basic Service</b>	<b>Consultant</b>	<b>Totals</b>
Architectural Services	Noll & Tam	\$124,540
Structural Engineering	Degenkolb Engineers	\$25,300
MEP Engineering	Syska Hennessy Group	\$34,650
Cost Estimating	TBD Cost Estimators	\$21,707
Library Programming	Margaret Sullivan Studio	\$60,500

<b>Subtotal Basic Services</b>	<b>\$266,697</b>
<b>Reimbursable Expense Allowance</b>	<b>\$23,000</b>

**Total Proposed Fee            \$289,697**

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

## EXHIBIT "B"

### Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
NOLL & TAM ARCHITECTS  
FOR  
A LIBRARY FACILITES MASTER PLAN

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# PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** Library Facilities Master Plan

**SERVICE DESCRIPTION:** Architectural and Design Services

**VENDOR:** Noll&Tam Architects

**OVERALL RANKING:** 1

**SUBJECT MATTER EXPERTS/RATERS:**

(EXAMPLE: 1. Building Official 2. Assistant Fire Marshal 3. Fire Protection Analyst)

**I. MINIMUM QUALIFICATIONS REVIEW**

- Written Proposal Score: 1210

<b>VENDOR NAME – Minimum Qualifications Review</b>		
<b><u>Criteria</u></b>	<b><u>Total Weighted Score</u></b>	<b><u>Maximum Score</u></b>
<i>Compliance with RFP</i>	200	250
<i>Technical Approach</i>	525	625
<i>Qualifications</i>	575	625
<i>Clarity</i>	200	250
<i>Local Vendor Preference</i>	N/A	
<i>Cost</i>	320	500
<i>References and Background</i>	210	250
<b>Total</b>	<b>1210</b>	<b>2500</b>

**II. DUE DILIGENCE REVIEW**

- Interview Ranking: 1

<b>VENDOR NAME – Summary of Review</b>
• <b><u>Noll&amp;Tam Architects</u></b>

<b>VENDOR NAME – Pricing</b>
• <b><u>\$289,697.00</u></b>

# PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** Library Facilities Masterplan

**SERVICE DESCRIPTION:** Professional services for creating a Library Facilities Masterplan for the City

**VENDOR:** Johnson Favaro

**OVERALL RANKING:** 2

**SUBJECT MATTER EXPERTS/RATERS:** 1. Library Director 2. Facilities Manager 3. Planning Manager 4. Principal Librarian 5. Senior Librarian  
(EXAMPLE: 1. Building Official 2. Assistant Fire Marshal 3. Fire Protection Analyst)

## I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: 1230

<b>VENDOR NAME – Minimum Qualifications Review</b>		
<b><u>Criteria</u></b>	<b><u>Total Weighted Score</u></b>	<b><u>Maximum Score</u></b>
<b><i>Compliance with RFP</i></b>	180	250
<b><i>Technical Approach</i></b>	600	625
<b><i>Qualifications</i></b>	575	625
<b><i>Clarity</i></b>	210	250
<b><i>Local Vendor Preference</i></b>	N/A	
<b><i>Cost</i></b>	320	500
<b><i>References and Background</i></b>	230	250
<b>Total</b>	<b>1230</b>	<b>2500</b>

## II. DUE DILIGENCE REVIEW

- Interview Ranking: 2

<b>VENDOR NAME – Summary of Review</b>
• <b><u>Johnson Favaro LLP</u></b>

<b>VENDOR NAME – Pricing</b>
• <b><u>\$265,920.00</u></b>

## PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** Library Facilities Masterplan

**SERVICE DESCRIPTION:** Professional services for creating a Library Facilities Masterplan for the City

**VENDOR:** Moore Iacofano Goltsman, Incorporated

**OVERALL RANKING:** 3

**SUBJECT MATTER EXPERTS/RATERS:** 1. Library Director 2. Facilities Manager 3. Planning Manager 4. Principal Librarian 5. Senior Librarian  
(EXAMPLE: 1. Building Official 2. Assistant Fire Marshal 3. Fire Protection Analyst)

### I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: 1130

<b>VENDOR NAME – Minimum Qualifications Review</b>		
<b><u>Criteria</u></b>	<b><u>Total Weighted Score</u></b>	<b><u>Maximum Score</u></b>
<b><i>Compliance with RFP</i></b>	200	250
<b><i>Technical Approach</i></b>	500	625
<b><i>Qualifications</i></b>	500	625
<b><i>Clarity</i></b>	200	250
<b><i>Local Vendor Preference</i></b>	N/A	
<b><i>Cost</i></b>	260	500
<b><i>References and Background</i></b>	200	250
<b>Total</b>	<b>1130</b>	<b>2500</b>

### II. DUE DILIGENCE REVIEW

- Interview Ranking: 3

<b>VENDOR NAME – Summary of Review</b>
• <b><u>Moore Iacofano Goltsman, Incorporated</u></b>

<b>VENDOR NAME – Pricing</b>
• <b><u>\$309,370.00</u></b>