

City of Carson Report to Mayor and City Council

August 6, 2013 New Business Consent

SUBJECT: CONSIDER AWARD OF CONSULTANT SERVICE AGREEMENT WITH BOA ARCHITECTURE TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE COMMERCIAL FAÇADE PROGRAM

Submitted by Clifford W. Graves

Director of Community Development

approved by Jacquelyn Acosta

Acting City Manager

I. SUMMARY

On May 23, 2013, staff issued a Request for Proposals (RFP) for firm(s) to provide professional architectural services in the preparation of plans for the Commercial Façade (Commercial Rehabilitation) Program (Exhibit No. 1).

Staff reviewed the proposals received in response to the RFP and recommends that the City Council consider the award of a one-year consultant services agreement to BOA Architecture in an amount not to exceed \$100,000.00 (Exhibit No. 2).

II. RECOMMENDATION

TAKE the following actions:

- 1. APPROVE a one-year consultant services agreement with BOA Architecture to provide professional architectural services for the Commercial Façade Program for an amount not to exceed \$100,000.00.
- 2. AUTHORIZE the Mayor to execute the consultant services agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. <u>BACKGROUND</u>

An RFP to select a firm to provide architectural services for the Community Development Department's Commercial Rehabilitation Program was issued on May 23, 2013, with responses due June 20, 2013. Six firms (Exhibit No. 3) submitted proposals in response to the RFP, including the two firms that had been awarded the previous contract: MDG Associates, Inc., and RRM Design Group.



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A six-member proposal review team reviewed and rated the submitted proposals. That rating process resulted in the selection of three firms for interviews: BOA Architecture, RRM Design Group, and Withee Malcolm Architects. Based on those interviews, it was the consensus of the review team that BOA Architecture be recommended for award of the contract.

The evaluations were conducted in accordance with Section 4526 of the California Government Code, which reads, in part, "selection by a state or local agency head for professional services or private architectural, engineering, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications for the satisfactory performance of the services required." A copy of the proposal submitted by BOA Architecture is included as Exhibit No. 4.

The term of the consultant services agreement will be for one year, with an option to extend for one additional year at the discretion of the City.

V. FISCAL IMPACT

Funds to cover the costs of the consultant services agreement are included in the proposed FY 2013/14 Community Development Block Grant budget in account no. 15-70-760-188-6025.

VI. EXHIBITS

- 1. Request for Proposals, Architectural Services, Commercial Rehabilitation Program, dated May 23, 2013. (pgs. 4-9)
- 2. Draft Agreement between the City and BOA Architecture. (pgs. 10-24)
- 3. Carson Bid Register: Request for Proposals Architectural Services for Commercial Rehabilitation Program. (pg. 25)
- 4. Proposal from BOA Architecture. (pgs. 26-60)

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Report to Mayor and City Council August 6, 2013

Prepared by: <u>Keith Bennett</u>	
TO:Rev06-19-2013	
Reviewed by:	
City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services
Action taken k	by City Council
Date Action	



CITY OF CARSON

Request for Proposals (RFP) Architectural Services Commercial Rehabilitation Program

ISSUE DATE:	May 23, 2013	
RETURN DATE	:June 20, 2013	

INTRODUCTION

The City of Carson (City), as required by the Federal regulations governing the use of Community Development Block Grant (CDBG) funds, is seeking proposals from qualified and licensed architectural firms or individuals to provide architectural design services as part of its Commercial Rehabilitation Program (CRP). The CRP is a Federally-funded program made possible by the U. S. Department of Housing and Urban Development (HUD), and therefore, all applicable Federal guidelines, policies, and procedures must be complied with in administering the program.

The term of the consulting services agreement is anticipated to be one year in length, from July 1, 2013 through June 30, 2014. The agreement may be extended for an additional one-year period at the option of the City.

GENERAL

Contact information for inquiries:

Community Development Department
City of Carson
Attn: Barry Waite, Business and Employment Development Manager
701 East Carson Street
Carson, California 90745
(310) 830-7600
bwaite@carson.ca.us

Proposals are due by 5:00 P. M. on Thursday, June 20, 2013, to:

City of Carson Office of the City Clerk 701 East Carson Street Carson, California 90745







Please see page 6 of this document for more specific instructions for submitting responses to this RFP.

BACKGROUND

The City administers a CRP, which provides financial and technical assistance to owners of commercial and industrial properties for façade and site design improvements. Properties located within qualified target areas are eligible for such assistance. The proposed improvements must be undertaken in accordance with all applicable City standards. CDBG funds are used to provide loans and/or grants for eligible property improvements and to provide eligible property owners with technical and design assistance form an architect in connection with such improvements.

SUMMARY OF SCOPE OF SERVICES

Building design and landscape architectural assistance will be offered to program participants to assist in the development of concept designs and plans for façade improvements, site design improvements related to parking lot and landscaping enhancements, and other property improvements. The basic services will include the preparation of schematic drawings and preliminary designs for commercial and industrial property rehabilitation in accordance with the City's design standards.

Services may also include the preparation of construction plans, specifications, and/or structural calculations depending on the nature and extent of the rehabilitation projects. The services to be performed shall be on a time and material basis or other mutually agreed upon method.

REQUIREMENTS FOR PROPOSALS

At a minimum, proposals for architectural services submitted in response to this RFP should include the following:

- 1. A brief description of the firm's experience with regard to assisting municipalities with commercial rehabilitation projects, including but not limited to:
 - a. Working with City staff and property owners in the review of project sites and determining rehabilitation needs.
 - b. Familiarity with HUD requirements.
 - c. Developing site plans and concept drawings for façade improvements, property/landscape improvements, and streetscape improvements.
- 2. A sample list of commercial rehabilitation projects the firm has designed over the past five years. Please include the addresses, before and after photographs, and colored elevations and/or site plans for at least three of the sites.



- 3. A list at last three references from other municipalities where the firm has completed commercial rehabilitation projects. The references should include a contact person and telephone number
- 4. The firm's standard schedule of hourly rates for all personnel to be assigned.
- 5. Resumes of the personnel to be assigned to the City's CRP.

Proposals must be printed on recycled paper and double-sided, if possible.

SELECTION PROCESS AND EVALUATION CRITERIA

Selection Process

After reviewing the proposals received, the City may choose to interview the firms it deems most qualified. Staff will recommend to City Council the selection of one or two firms that will be retained for a period of one year to provide architectural services for the City's CRP. If the City selects two firms, the firms will be listed in alphabetical order and façade projects will be assigned to each firm as projects are filed. For example, project #1 will be assigned to architect A, project #2 will be assigned to Architect B, and the process would be repeated for subsequent projects. Each assigned architect will then prepare a cost proposal for the assigned project.

Selection of a firm or firms will be based on the quality of the proposal including comprehensiveness and responsiveness to the requirements of the RFP. The cost of preparing responses to this RFP shall be borne by the respondents and shall not be reimbursed by the City. Selection of a firm or firms pursuant to this RFP shall not become official until formally approved by the City Council.

Evaluation Criteria

The following criteria will be used to evaluate and rank proposals based on the information submitted in each of the categories listed in the "Requirements for Proposals" section of the RFP:

- Responsiveness to the RFP: Quality and creativity of the proposal relative to this project, including approach and methodology, and technical approach to the Scope of Work: 20%
- 2. **Experience with similar projects:** Experience, qualifications, and capabilities of the consulting firm, project manager, technical personnel, and any subcontractors to be used: <u>50%</u>
- 3. **Cost and commitment:** Cost effectiveness and commitment to schedule, including bid amount for consulting work on this project: 30%

An interview may also be required as part of this review process. Staff will recommend selection of a consultant to the Carson City Council. The consultant selected will enter into a



written Agreement with the City to work on the tasks set forth in the Agreement. The City has the authority to terminate the Agreement with the consultant at any time if the City finds that the consultant's performance is not satisfactory, or is in violation of the agreement or of any other City policy.

MISCELLANEOUS PROVISIONS

A. Conflict of Interest

Prospective bidders must disclose any conflict of interest. A conflict of interest is defined as the bidding entity having a known financial interest in connection with the purchase of any project site; the implementation of the project; or with a member of the City's governing body or any officer or employee of the City who exercises any function or responsibility in connection with the project.

B. Equal Opportunity

Consultants employed on Federally-funded development projects must provide equal opportunities in the areas of (a) housing programs and projects; (b) contracts for services, public facilities, and local improvements; and (c) project-related employment. Regulations regarding physical accessibility for persons with disabilities (Section 504) and hiring low-income persons and businesses (Section 3) require specific actions when triggered by certain programs and projects.

Firm(s) must take affirmative actions to assure that small, women-owned, and minority-owned businesses are utilized when possible as contractors for supplies, equipment, construction, and services regardless of dollar amount.

Firm(s) must not deny the opportunity for employment in any Federally-funded program or activity on the basis of race, color, religion, age, ancestry, marital status, physical ability, national origin, sex, medical condition, sexual orientation, or any arbitrary basis. Where discriminatory actions have been found as a result of a compliance review or court action, affirmative action must be taken to overcome the effects of that discrimination.

Firm(s) should know when Section 3 regulations apply and be aware of the thresholds which trigger compliance. Firm(s) should also know how to document compliance with Section 3 regulations and be able to set up the proper policies, procedures, and filing system(s).

C. City Reserved Rights

The City reserves the right in its sole discretion and without notice to: terminate this RFP; modify the scope of the project; modify the City obligations or selection criteria and the selection process; and/or take any other actions it deems necessary to achieve the respective City's objectives. The consultant waives all rights to seek legal remedies regarding any aspects of the RFP and the City's selection process, upon the submittal of a response to the RFP.



In consideration of the compensation and other benefits from any contract with the City, the consultant shall agree to indemnify and hold the City harmless from claims or losses arising from, or in connection with, all work relating to the project.

The consultant will be expected to indemnify the City, officers, employees or agents and hold said personnel harmless from any and all claims, liabilities, obligations and causes of action of whatever nature resulting in injury to, or the death of any persons or the damage or destruction of property during the term of the contract. The City requires entities contracting with it to maintain general liability, automobile liability, and employer's liability/workers' compensation insurance coverage in amounts of not less than one million dollars (\$1,000,000) per occurrence.

D. Rejection of Submittals

The City reserves the right to reject any or all submittals made in connection with this offering, including not proceeding with the project.

E. Filing of Protests

Bidders/proposers may file a protest of a contract award with the City's Director of Community Development. In order for such a protest to be considered valid, the protest must:

- Be actually received by the Director of Community Development within five days after the date of award of the contract
- Clearly identify the specific recommendation being protested.
- Specify, in detail, the grounds of the protest and the facts surrounding the protest.
- Include all relevant, supporting documentation with the protest at the time of filing.

If the protest does not comply with each and every one of these requirements, it will be rejected as invalid. If the protest is valid, the City's Director of Community Development, or other designated City staff member, shall review the basis of the protest and all relevant information. The Director of Community Development will deny or concur with the protest and provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Community Development to the City Council.

F. Proposals - City Property

Upon submission of a proposal by bidder in response to this RFP, said proposal and any associated material shall become the property of the City. This RFP is not a contract, nor a commitment of any sort by the City.

QUESTIONS OR CLARIFICATIONS

For general questions or clarifications regarding the contents of this Request for Proposals, contact:

Community Development Department



City of Carson

Attn: Barry Waite, Business and Employment Development Manager 701 East Carson, Street Carson, California 90745 (310) 830-7600 bwaite@carson.ca.us

SUBMITTAL PROCEDURES

Written response proposals to this RFP must be received on or before **Thursday**, **June 20**, **2013**, **at 5:00 P. M.** Late or incomplete proposals will not be considered, and the City reserves the right to determine the completeness of all proposals. Please deliver **five copies of the proposal** to:

City of Carson Office of the City Clerk 701 East Carson Street Carson, California 90745

Respondents shall submit the above-referenced **five copies** of their proposal packages in sealed envelopes or boxes, the outside of such envelopes or boxes must be labeled "Proposal for Architectural Services". <u>Please include a return address on your proposal package that includes your company name and address.</u>



AGREEMENT TO PROVIDE CONSULTANT SERVICES

This CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of August, 2013, by, between, and among the CITY OF CARSON, a general law city and municipal corporation, ("City"), and BOA ARCHITECTURE ("Consultant"). The partied hereto agree as follows:

1.0 SERVICES OF CONSULTANT

- 1.1 <u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.
- 1.2. <u>Consultant's Proposal</u>. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.
- 1.3 <u>Compliance with Law.</u> All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental agency having jurisdiction in effect at the time service is rendered.
- 1.4 <u>Licenses, Permits, Fees and Assessments</u>. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assesses or imposed against City hereunder.
- 1.5 <u>Familiarity with Work.</u> By executing this agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder,



Consultant shall immediately inform the City of such fact and will not proceed except at Consultant's risk until written instructions are received from the Contract Administrator.

- 1.6 <u>Care of Work.</u> The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.
- 1.7 <u>Further Responsibilities of Parties</u>. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.
- 1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Administrator to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to _____ percent (%) of the Contract Sum or \$, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Administrator. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided to the Scope of Services may be more costly or time consuming than Consultant anticipated and that Consultant shall not be entitled to additional compensation rherefore.
- 1.9 <u>Special Requirements</u>. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 <u>Contract Sum.</u> For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Thousand Dollars and No Cents (\$100,000.00) ("Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Administrator in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of



Consultant at all project meetings reasonably deemed necessary by the City; Consultant shall not be entitled to any additional compensation for attending said meetings.

- 2.2 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City in the form approved by the City's Director of Administrative Services, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the last working day of the month.
- 2.3 <u>Availability of Funds</u>. It is mutually understood between the partied that this Agreement is valid and enforceable only if sufficient funds are made available by the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

3.0 PERFORMANCE SCHEDULE

- 3.1 <u>Time of Essence</u>. Time is on the essence in the performance of this Agreement.
- 3.2 <u>Schedule of Performance</u>. Consultant shall commence the services pursuant to this Agreement on or about August 7, 2013, and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference.
- 3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extend of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified. The Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.
- 3.4 Term & Extended Term(s). Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after August 7, 2013 and for one (1) calendar year. City reserves the right, in its sole and unfettered discretion, to extend the Term of this Agreement for up to a maximum of one (1) year (an "Extended Term"). City shall exercise its right to extend the Term of the Agreement by providing Consultant with written notice of its intent to extend the Term or any Extended Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term or any Extended Term of this Agreement.

4.0 COORDINATION OF WORK

4.1 <u>Representative of Consultant</u>. The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Edward Lok Ng, Architect/LEED AP

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing principal were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

- 4.2 <u>Contract Administrator</u>. The Contract Administrator shall be such person as may be designated by the City Manager or the Director of Community Development, or in his or her absence, an individual designated in writing by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Administrator is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Administrator. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Administrator. The Contract Administrator shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.
- 4.3 <u>Prohibition Against Subcontracting or Assignment.</u> The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part, the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.
- 4.4 <u>Independent Contractor.</u> Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

- 5.1 <u>Insurance</u>. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:
- (a) <u>Commercial General Liability Insurance</u>. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.
- (b) <u>Workers' Compensation Insurance</u>. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- (c) <u>Automotive Insurance</u>. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased, and hired cars.
- (d) <u>Professional Liability Insurance</u>. A policy of professional liability insurance in an amount not less than \$3,000,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.
- (e) <u>Additional Insurance</u>. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence or insurance in conformance with this Section 5.1 to the Contract Administrator. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companied qualified to do business in California, rated "A" or better in the most recent edition or Best Rating Guide, the Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Management Office of the City due to unique circumstances.



In the event the Consultant subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the /consultant is required to maintain pursuant to this Section 5.1.

- 5.2 <u>Indemnification</u>. Consultant agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Consultant, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Consultant hereunder, or arising from Consultant's negligent performance or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:
- (a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith:
- (b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6.0 RECORDS AND REPORTS

Administrator such reports concerning the performance of ht services required by this Agreement as the Contract Administrator shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Administrator of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

- 6.2 <u>Records</u>. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Administrator to evaluate the performance of such services. The Contract Administrator shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.
- 6.3 Ownership of Documents. All reports, records, documents and other materials prepared by Consultant, its employees, subcontractors, and/or agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Administrator or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.
- 6.4 <u>Release of Documents</u>. The reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Administrator.

7.0 ENFORCEMENT OF AGREEMENT

- 7.1 <u>California Law.</u> This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
- 7.2 <u>Disputes</u>. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Consultant's right to terminate this Agreement without cause pursuant to Section 7.8.
- 7.3 <u>Retention of Funds.</u> Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any



losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City/Agency as elsewhere provided herein.

- 7.4 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy by an non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent to or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 7.5 <u>Rights and Remedies are Cumulative</u>. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 7.6 <u>Legal Action</u>. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.
- 7.7 <u>Liquidated Damages</u>. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable and pay to the City the sum of Zero (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.
- 7.8 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Administrator. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Administrator. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Administrator thereafter in accordance with the Schedule of Compensation or such as may be



approved by the Contract Administrator, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

- 7.9 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed by the City as previously stated.
- 7.10 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

- 8.1 <u>Non-liability of City Officers and Employees.</u> No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for any breach of any obligation of the terms of this Agreement.
- 8.2 <u>Conflict of Interest.</u> No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Administrator, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.
- 8.3 <u>Covenant Against Discrimination</u>. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race. color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

- 9.1 <u>Notice</u>. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Administrator, CITY OF CARSON. 701 EAST CARSON STREET, CARSON, California 90745, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours form the time of mailing if mailed as provided in this Section.
- 9.2 <u>Interpretation</u>. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
- 9.3 <u>Integration; Amendment</u>. It is understood that there are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be sued to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
- 9.4 <u>Severability</u>. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.5 <u>Corporate Authority</u>. The persons executing this Agreement on behalf or the parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have executed and entered into this Agreement to be effective August 7.2013.

	CITY:
	CITY OF CARSON, a municipal corporation
	Mayor Jim Dear
ATTEST:	Mayor Jim Doa
City Clerk Donesia L. Gause	
APPROVED AS TO FORM:	
City Attorney	
	CONSULTANT:
	BOA ARCHITECTURE
	Ву:
	Name:
	Title:

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

- A-1. City shall, on an as-needed basis, refer to Consultant employees or prospective employees of City for the purpose of Consultant rendering one or more of the scope of services set forth hereinafter, either as requested by City/Agency:
 - Perform such functions and services as requested by City.

EXHIBIT "B"

SPECIAL REQUIREMENTS

B-1. City hereby waives Section 7.7 of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

C-1. Consultant shall be compensated for the following consultant services and at the specified fee, to be rendered on a per-project basis and as requested by City.

C-1.1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

D-1. Consultant shall perform the services requested by /city pursuant to the Scope of Services, Exhibit "A" herein, commencing on August 7, 2013, and on an as-requested basis thereafter for the entire Term or any Extended Term of this Agreement.

CITY OF CARSON BID REGISTER

NAME OF PROJECT:

Request for Proposals – Architectural Services for Commercial Rehabilitation Program

DUE DATE:

June 20, 2013

TIME: 5:00 p.m.

		DATE /FINGE			
#	COMPANY	DATE/TIME RECEIVED	TOTAL		
	Withee Malcolm Architects, LLP	6/19/13 1:42 p.m.			
2.	Boa Architecture	6/20/13 8:27 p.m.			
3.	Environ Architecture Inc.	6/20/13 10:04 a.m.			
₹	Kaplan Chen Kaplan	6/20/13 10:23 a.m.			
5.	MDG Associates, Inc.	6/20/13 10:24 a.m.			
6.	U rrmdesign group	6/20/13 10:24 a.m.			
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REQUEST FOR PROPOSAL

ARCHITECTURAL SERVICES COMMERCIAL REHABILITATION PROGRAM

City of Carson Office of the City Clerk 701 E. Carson Street Carson, CA 90745

June 20, 2013



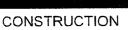


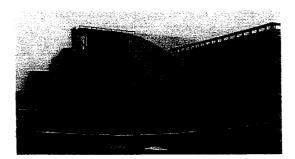
279 West Seventh Street San Pedro, CA 90731-3321 Telephone: 310-832-2681 Facsimile: 310-831-4656 www.boaarchitecture.com

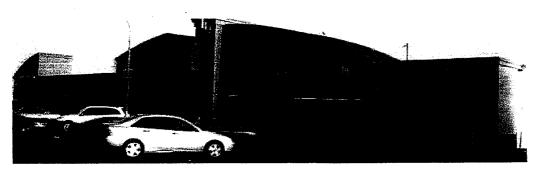


BEFORE









AFTER









279 West Seventh Street San Pedro, CA 90731-3321 Telephone: 310-832-2681 Facsimite: 310-831-4656

E-mail: info@boaarchitecture.com Website: www.boaarchitecture.com

June 20, 2013

City of Carson Office of the City Clerk 701 E. Carson Street Carson, CA 90745 Attn: Barry Waite,

Business and Employment Development Manager

SUBJECT: RFP: Architectural Services Commercial Rehabilitation Program

BOA Architecture is pleased to submit its qualifications for Architectural Services to the City of Carson as part of its Community Rehabilitation Program. We have reviewed and understand the scope of services as highlighted in the request for proposals. Our qualifications are attached per your request.

We are an architectural firm that specializes in performing Commercial Façade Improvement projects for public agencies such as yours. We have extensive experience in the areas of building retrofit/repair, historic preservation, commercial redevelopment/façade improvement, and accessibility compliance, primarily on behalf of public sector clients, including municipalities, Counties, State and Federal agencies. BOA has completed more than 1000 public works architectural projects for over 70 different public agencies. Commercial Façade Improvement and Redevelopment projects is an area of expertise that BOA excels. Our current staff has designed and administered the construction for more than 150 Façade Improvement Commercial Rehabilitation projects totaling over 300 storefronts within the last 12 years. City of Long Beach Redevelopment Agency, CRA-LA, Riverside County EDA, City of Hawaiian Gardens, Los Angeles County CDC, and City of Commerce, are current and recent commercial redevelopment clients. For the City of Long Beach we recently completed 9 Commercial Façade Improvement projects in West Long Beach, Bixby Knolls, and the area north of Downtown. For the City of Hawaiian Gardens, we have just completed the Construction Document phase of commercial façade improvements for 5 city blocks totaling 32 different storefronts. We have attached an extensive list of these projects for your review. Most of the firm's current architectural design work (95%) is renovation type projects, that is very similar to your Commercial Rehabilitation Program projects. The renovation projects that we specialize in range in construction cost from \$30,000 to \$1,000,000. Our staff, production systems, and subconsultants are geared for these types of renovation/retrofit and often "messy" projects. We feel BOA Architecture and its Design Team are most qualified for this project.

Thank you for the opportunity to submit our Qualifications. We hope that our proposal communicates our enthusiastic interest and the strengths of our firm, project team, and approach. If BOA is awarded this commission, our workload is that we can begin work immediately and do everything possible to meet your schedule and budget, and be available to you during all phases of this project. We will commit to a 1-hour response time to service your needs. Our office located in San Pedro, CA is only within 15 minute drive from Carson City Hall. A licensed architect, familiar with your project can be at your office within 1-hour upon your call.

BOA ARCHITECTURE

Edward Lok Ng, Architect/ LEED AP Ph: 310-832-2681 E-mail: lok.ng@boaarchitecture.com



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City of Carson RFP: Architectural Services Commercial Rehabilitation Program



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 - C. Developing Site Plans and Concept Drawings
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 - A. Other Relevant Experience
- 3. References
- 4. Standard Schedule of Hourly Rates
- 5. Resumes









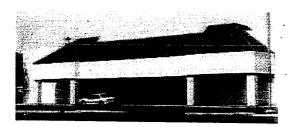
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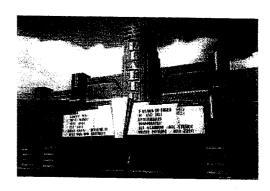
Having recently completed the design for more than 300 Commercial Façade Storefront renovations for numerous cities/counties and private commercial developers in L.A. City and throughout Southern California, BOA is intimately aware of façade improvements and business revitalization projects. Please note that BOA has or is currently performing commercial façade improvements with the Riverside County EDA, City of Long Beach Redevelopment Agency, CRA-LA, LA County CDC, and the City of Hawaiian Gardens. For CRA-LA, we have designed many historic storefronts along Hollywood Blvd. and South Central L.A. For the City of Hawaiian Gardens, we have recently completed the Construction Document phase of commercial façade improvements for 5 city blocks totaling 32 different storefronts. Construction is now complete on 2 of 5 blocks. We have attached many samples of our façade improvement work for your review. We feel BOA Architecture and its Design Team are ideally suited for your project. We believe our firm can best provide the requested services for the following reasons:

Example of BOA Façade Improvement

AFTER

BEFORE





BOA is a "Good Fit"

BOA is a smaller local (BOA is located within 5 miles of Carson) Architectural firm that specializes in these types of "messy" renovation projects. 95% of BOA's workload in the past 12 years has been similar projects such as your commercial rehabilitation project. Our staff members are skillful and our production systems are geared for this type of renovation projects. Our material specifications, cost estimating, design procedures, construction document procedures, and quality control procedures are in place. We strive to improve our efficiency to deliver "value added" design service at a reasonable fee. Our efficiency has resulted in client satisfaction and cost savings in fees and in minimizing construction change orders. Because of our efficiency, BOA is able to be profitable and thrive on these "smaller" renovation projects.

We Understand the Project

We realize that many of your re-development districts demand creative and cost effective façade solutions, and some may have significant community and historical interest. Our team understands these issues and challenges unique to storefront owners, historic rehabilitation and the EIS/EIR process; including requirements of CEQA, the Secretary of the Interior Standards for Rehabilitation, the State Historic Building Code (we have completed Façade and Site Improvement Projects on historic Hollywood









Blvd and South Central Ave., both in the City of Los Angeles). We understand your goal to revitalize commerce and re-integrate each storefront to be compatible with its neighbors and enhance the commercial district. We will work closely with you and the property owners to make sure that your commercial façade projects meet your commitment to architecture/signage compatibility, security, usability, and accessibility for all. We also understand your responsibility to preserve historic structures, sites, and fabric, and to protect your district's cultural and historic setting. Our team's experience in the development of creative solutions to these kinds of challenges, coupled with our existing knowledge of working on many similar projects, will be a definite asset in assisting you with your façade improvement efforts.

Our Approach is Proven

BOA has an established approach to your project that has been developed and refined in more than 52 years of concentrating on rehabilitation/modernization of commercial and municipal projects. BOA has designed more than 1000 municipal projects for more than 70 different public agencies. We have rehabilitated more than 300 commercial Façade storefronts for various cities, counties and private developers. We have designed storefront revitalizations projects for the Cities of Long Beach, Los Angeles, Bellflower, Riverside County EDA, LA County CDC, Torrance, Hawaiian Gardens, and for the U.S. Postal Service.

We have assembled an excellent Design Team

The principals and staff at BOA each take a responsive, active part in every project designed. BOA is small enough to offer a direct, personalized service to our clients yet large enough to undertake any size project. BOA will provide personalized attention to your project. Two principals participate in each phase of every BOA project, constantly contributing their own special skills, special talents and experience. Consistent with our philosophy of personalized service, the principals are directly responsible for all phases of the project. Edward Lok Ng, Principal, will be the Project Manager and Project Designer for your project. He has personally designed over 100 storefronts for Commercial Façade and Site Improvement. Mr. Ng, has been a longtime special consultant for the City of Downey Planning Department (since 1989) to review all commercial projects for design excellence and compliance to City design guidelines. This experience will give you assurance that your City's design guidelines will be followed.

The entire technical staffs at BOA have extensive experience in designing and expediting commercial façade and site improvement projects. At minimum, our staff have been employed and working together for a minimum of 8 years. Senior staff architects have been employed at BOA for a minimum of 12 years. The resultant teamwork has been increased production efficiency, documentation thoroughness, and an excellent record for meeting schedules and for projects which are under the budget. In addition, we have personnel that are fluent in various foreign languages that will be an asset to this project. We have staff that can speak fluently in Spanish, Chinese, and Korean.

Clients should not rely on the firm's proven competence in the design of only Façade Improvement projects but on the firm's entire portfolio of municipal projects, and the commitment of the firm's Principals to a given project. BOA has provided award winning planning and design services for a broad spectrum of projects since 1961, including:







City of Carson RFP: Architectural Services Commercial Rehabilitation Program



- ADA Compliance
- · Commercial Façade Improvements
- Community/Civic Facilities
- Educational Facilities
- Health Care
- Fire Stations

- Libraries
- Maintenance Improvement/Repair
- · Parks and Recreation Facilities
- · Residential, Single Family/Multi-Family
- Retail/Office Facilities
- U.S. Postal Service

A. Working with City Staff and Property Owners

Successful projects require the fusion of the design disciplines and collaboration with clients and users. Design goals cannot be realized without a thorough understanding of their needs. The early involvement of the client and the users will be continued throughout the design process. The Project Manager will ensure that the efforts of the team are always addressed to the specific client user group. The understanding and involvement of the client will extend to your appointed representatives, i.e., planners, safety/security officers, and City and County inspectors and engineers in a mutually productive partnership. All parties must have common goals and is best achieved by reviewing the project sites and determining project needs at an early stage. We will work closely with the City and the Owners to ensure the commercial façade projects meet your commitment to architectural aesthetics, signage compatibility, security, usability, and accessibility for all.

BOA will have Edward Lok Ng, Architect, as the Project Manager on a full-time basis. An examination of Mr. Ng's qualification reveals that he has personally designed over 150 Commercial Façade and Site Improvements. He has also designed and managed several LEED certified facilities and over two hundred (200) Public Works facilities projects for various government agencies. He will work with the client and owners to establish the appropriate design vision and see it through its successful realization.

Team-work and close coordination among staff, consultants, and the Clients are also essential to a successful project. Timely participation and response of the Client is absolutely critical if the project is to be successful and "under budget". The Design Team will be responsible for ensuring a high degree of coordination occurs and that project milestones are met. The Design Team's biggest assets are its design creativity, sensitivity to the historic fabric of this project, attention to construction details, thoroughness in drawing documentation, and ease of constructability. A major priority of the Design Team will be to establish a continuing dialogue with your staff, the Planning and Building and Safety plan check, and representatives of interested parties so that our products reflect community goals and city policy, and conformance to your CBDG funding requirements.

BOA, throughout an extensive history of Commercial Façade Improvement design and facilities addition/renovation, continues to develop and refine our management philosophy to better address our future projects. As Architect for the subject project, BOA will implement our most advanced management techniques in the undertaking of this project. The goal of our management philosophy is to accomplish a well-designed project that exceeds client expectations, meets its budget, is deliverable on time, and meets all functional needs.



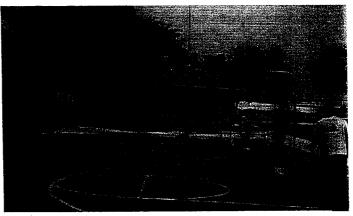






B. Familiarity with HUD Requirements

BOA is keenly aware of HUD/CDBG funded programs as it applies to the design/bidding/construction phases of commercial façade improvement projects. We are familiar with CDBG reporting procedures by the City, prevailing wage requirements, and the need to comply with the specific purpose and intent of the grant documents. Historically, BOA has design over 100 architectural projects for numerous local municipalities that had CDBG funding. These projects include community centers, gyms, fire stations, façade improvement projects, modernization projects, ADA



Carriage Crest Park Concession/Kitchen/Restrooms, Community Center Renovation, Outdoor Play Areas, Carson, CA

compliance projects, and parks & recreation projects. Please note that BOA assisted the City of Carson in a CDBG funded parks & recreation project at Carriage Crest Park. We designed a new concession/kitchen/restroom building and renovated an adjacent Community Center using over \$300,000 in CDBG funds, completed in 2008 (see picture on this page).

Specifically relevant to your project, we are currently in the construction phase of a \$4 million commercial façade and streetscape improvement project involving 32 storefronts on 5 blocks on Norwalk Blvd. in the City of Hawaiian Gardens. We completed the design of all 5 blocks in 2009 and just completed the construction of 2 of the 5 blocks of façade improvements. This project is funded by CDBG (see picture on this page.)



City of Hawaiian Gardens - Before



City of Hawaiian Gardens - Phase I Completed







City of Carson RFP: Architectural Services Commercial Rehabilitation Program



Another project involving large sums of CDBG funds was completed for the City of Long Beach. Since 1994 to 2010, on behalf of the City of Long Beach, Public Works Dept., BOA has completed the renovation of over 60 City facilities (totaling over 1,000,000 GSF of building area) as part of the City's implementation of its ADA Transition Plan. This work was part of a \$40 million CDBG grant dedicated specifically for ADA Compliance projects. Select projects are listed below, followed by their construction cost.

- North Long Beach Branch Library \$150,000.
- Burnett Branch Library \$150,000.
- Bret Harte Branch Library \$100,000.
- · City Hall \$400,000.
- Main Library \$300,000.
- Long Beach Sports Arena, 11,500 seat sports arena \$1,000,000.
- Terrace Theater \$1,000,000.
- Center Theater \$100,000.
- · Long Beach Convention Center \$300,000.
- El Dorado Park Nature Center \$150,000.
- · Long Beach Senior Center \$300,000.
- Convention Center Parking Structure \$100,000.
- Belmont Plaza Pool & Community Center \$200,000.
- · Elevator Citywide \$300,000.
- El Dorado Regional Park-West Community Center and Site \$700,000.
- Blair Field, 3000 seat baseball stadium \$300,000.
- · Long Beach Marina Restrooms \$100,000.
- Drake Park \$200,000.
- MacArthur Park \$200,000.

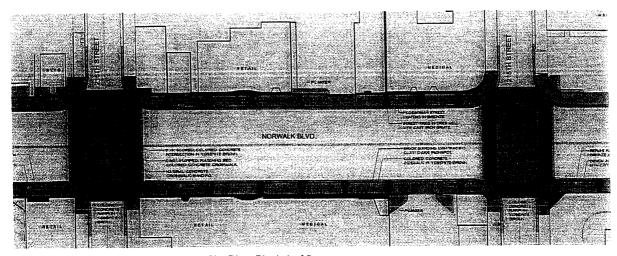






C. Developing Site Plans and Concept Drawings

Upon direction from the City and the storefront owner, and after our site investigation to obtain a complete understanding of the projects' goals and scope of work, BOA is ready to proceed with the development of site plans and concept drawings for façade improvement. BOA will begin with development of the site to determine landscape, hardscape, parking, streetscape, site amenities, and the location of commercial buildings and storefronts. We will provide multiple site plan options in AutoCAD (CADD software) for your input and review. BOA will generally create at least 2 design options for complex site plans. Below is an example of a past site plan for a façade improvement project.



City of Hawaiian Gardens Streetscape Site Plan, Block 1 of 5

Upon the City and owners approval of the conceptual site plan, BOA will then create design options for the street frontage façade(s). We will produce at least 2 design options of the front façade for your input and review. These drawing options will be shown as a color rendering in 3-dimensions.

The staff at BOA has extensive expertise in 3D (3 dimensional) color rendering presentation and 3D construction document drawings for commercial façade projects to convey concepts for preliminary and final design. Most storefront owners/operations have difficulties reading 2D (2 dimensional) drawings, but 3D drawings are instantly and easily read by layman, and those not in the profession. BOA's 3D drawings are created on REVIT or 3D Studio Max, and AUTOCAD (CADD software). The following 3D commercial façade drawings were produced by our in-house staff for various Façade Improvement Projects:



BEFORE



PROPOSED IN 3d

Long Beach Redevelopment Agency, Trinity Steel Co. Façade





City of Carson RFP: Architectural Services Commercial Rehabilitation Program





BEFORE



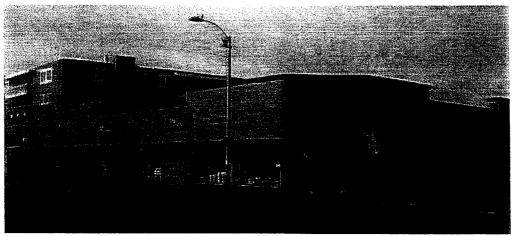
PROPOSED IN 3D







BEFORE PROPOSED IN 3D



Bowers Façade Rehabilitation, Los Angeles

COMPLETED 2009

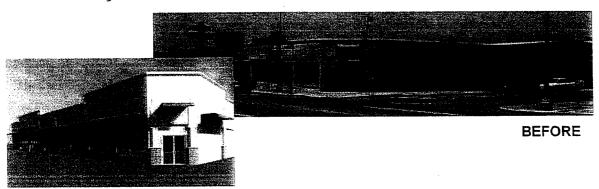
Upon your approval of the conceptual front façade, BOA will incorporate your review comments into a final Schematic Design submittal, including site plan and frontage façade, which will be used as a basis for Construction Documents.



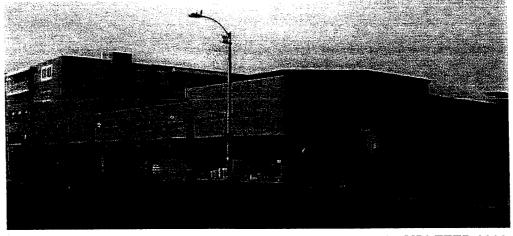


2. Sample Projects

Bowers Façade Rehabilitation



PROPOSED



COMPLETED 2009

Project: 2507 South Central Ave. Bowers Facade Rehabilitation

Date Completed: Nov. 2009

Client: City of Los Angeles, CRA-LA, Contact: Borzou Rahimi, Architect, 213-977-1812

Architect Team: Edward Lok Ng Construction Cost: \$197,000

Project Description: This project was to renovate and modernize commercial retail facades and individual storefronts within a dilapidated 1920's retail building along South Central Ave. in Downtown Los Angeles, a designated redevelopment area by the City of Los Angeles – CRA-LA. The project was partially funded by the City as incentive to improve the property. The improvements to this existing 20,000 sf. retail complex with 9 storefronts included such features as: dramatic/playful paint colors, enlarged Façade front, cantilever metal awnings, hidden exterior security grilles, and new higher roof parapet walls for a more sign area and aesthetic appeal. New Art Deco architectural detailing and fenestration provides recall to and is compatible to the neighboring historic buildings. The new facade design creates a "new identity" and a cohesive retail area which will boost shopping traffic. BOA worked intimately with the owner and City to formulate a signage program that was aesthetically pleasing and allowed tenants' flexibility in expression. New streetscape amenities included trees, accessible entries, monument/building signage and interior lobby improvements.









Unique Program Requirements and Challenges: The existing 1920's building was non-descript, low in appearance, did not have sufficient walls for signage, and was in a state of disrepair. Security and vandalism were big issues with the Owner. The Owner, like most owners and developers, wanted every penny to be spent wisely, and wanted on-going business activities to remain operational during construction (so that rent revenue will not be lost). Regarding the exterior façade, specific instructions was to minimize demolition to structural walls, but also design a façade that will be compatible with the neighboring historic buildings along South Central Ave. Another requirement was that the tenants wanted more wall area to display their signage. BOA chose NOT to demolish any structural walls or roof, and instead extended the height of parapet walls using the existing structural system to carry the new façade and signage. It was designed in such a way that the construction crew did not need to enter the interior tenant space, thereby allowing business activities to proceed uninterrupted.

Through site observation and research, we discovered that the local area had a rich history of Art Deco architecture. Many significant building in nearby neighborhoods are richly adorned in Art Deco motif. Many buildings along nearby Adams Street and South Central Ave. were built in a classic Art Deco style of the 1920's. The new proposed façade shapes/forms/detailing, recalls the Art Deco architecture of neighborhood. Our color scheme has a total of 5 paint colors. A pastel buff color, as the main field color, gives this retail center an understated distinction. Tall parapet walls provide ample wall area for signage. Dark color stone tile at the base of the building and at expressed columns, helps give tall facades a lower pedestrian scale. Overall, the new façade treatments and color scheme achieves exactly what the Client desired and more.

In regards to security, the Owner was adamant about wanting a solid roll-up door at every glazed area of the storefront for protection. The local area had a history of graffiti and vandalism. The City, contending that the roll-up doors in the down position will make the building look like a fortress, objected to this requirement. The City preferred security grilles to be mounted on the inside of the storefront to have the exterior appear as inviting as possible. BOA recommended a series of roll-up door with an open web, see-through grille, which allows patrons (and the Police Dept.) to see into the interior during non-business hours. The hood of the roll-up grille were mounted under the new metal awnings and hidden from view. This solution satisfied the Owner's need for security and vandal resistance, and the City's desire for inviting storefronts.

Special or Unique Building Technology of Environmental Considerations: As mentioned above, the existing building is in an area of town with a history of graffiti and vandalism. The building itself was painted in multiples field colors which were not compatible with each other. It was non-descriptive, and was not attractive to pedestrians, and it was dilapidated and in dire need of maintenance and repair. The new contemporary Art Deco themed façade improvements gave a distinctive character to the building. The new trees and generous overhang of the new awnings offer shade (this is much needed as it is located on the West Side of the street) and instantly transformed the block from a blighted area to a retail center that many will want to visit. Our work on this project was a definite asset changed the perception of this neighborhood.

Firm's Specific and Detailed Role on the Project: BOA was the prime consultant and performed complete architectural design, color renderings, color and material board, value engineering, cost estimating, Structural engineering, permit procurement, approvals from the CRA-LA and Planning Dept., bidding assistance, and construction administration.

Owner Type: The Bowers Façade Improvement Project is a retail facility with 7 storefronts that fills an entire city block. It was designed for a private owner partnered with the City of Los Angeles CRA-LA. BOA's current staff has designed over 30 façade improvement projects totaling over 100 storefronts, for both public municipalities and for private clients.

Cost Estimating for Bowers Façade Improvement Project: BOA's in-house construction cost estimate in Oct. 2008 was \$200,000. The actual contractor's bid amount was \$197,000 in Dec. 2008. Thus BOA was 98% accurate with their construction cost estimating.

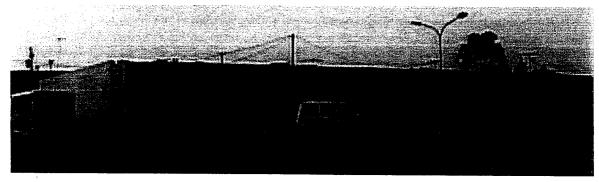




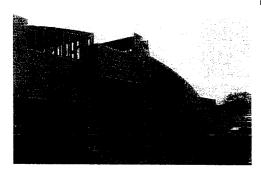


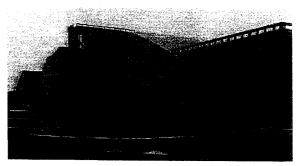


2612 South Street, Long Beach, CA Retail Center Rehabilitation

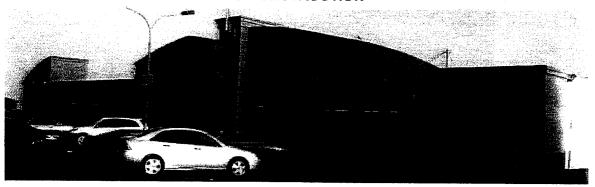


BEFORE





DURING CONSTRUCTION



AFTER

Project: 2612 South Street, Long Beach, CA - North Long Beach at South Street Retail Center

Rehabilitation

Date Completed: February 2005

Client: City of Long Beach, Economic Development Bureau contact: Seyed Jalali p: 562-570-6172

Architect Team: Edward Lok Ng manager/designer, Erick Rivas CADD Manager

Construction Cost: \$400,000









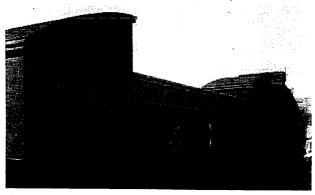
Project Description: This project was to renovate and modernize commercial retail facades and individual storefronts within a dilapidated 1960's shopping center along South Street in North Long Beach designated a redevelopment area by the City of Long Beach. The project was partially funded by the City as incentive to improve the property. The improvements to this existing 20,000 sf. shopping center features include: dramatic/playful paint colors, enlarged sign Fascia and a new roofing for a more "curb appeal." New Art Deco architectural detailing and fenestration provides recall and compatibility to the local historic buildings. The new facade design creates a "new identity" and a cohesive shopping center which boosted shopping traffic allowing the Owner to justify a rent increase. This retail center is currently 90% leased. BOA worked intimately with the developer/owner, and City to formulate a signage program that was aesthetically pleasing and allowed tenant's flexibility in expression. New streetscape amenities include street trees, accent paving, new lighting, monument/building signage and parking lot refurbishment and landscape/irrigation.



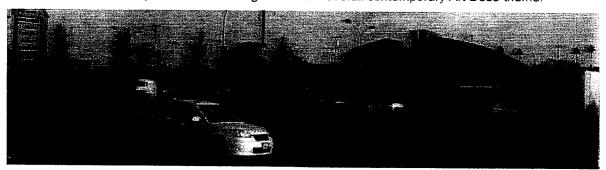
Monument sign was renovated to match facades.



New playful and vibrant paint colors add excitement.



Each storefront is unique and blended together in an overall contemporary Art Deco theme.



View of this newly renovated retail center looking from South St. (Note new uniformed signage & landscaping)









City of Carson RFP: Architectural Services Commercial Rehabilitation Program



- 1. Name and Location of Facility: North Long Beach Retail Center Rehabilitation, 2612 South St., located at the SW corner of South St. and Paramount Ave. Long Beach, CA
- 2. Unique Program Requirements and Challenges: The Owner, like most developers, wanted every penny to be spent wisely. Regarding the exterior façade, specific instructions was to minimize demolition to structural walls, but also design a façade that will be dramatic/exciting that will attract retail customers. requirement was that the tenants wanted more wall area to display their business signs. BOA chose to NOT demolish any structural walls or columns, but instead chose to add a new façade over the existing roof and use the existing structural system to carry the new façade system. The existing building was non-descriptive, low in appearance, and was painted with an off-white color, typical of many strip malls built in the 1960's. Through our research, it was discovered that North Long Beach had a rich history of Art Deco architecture. Many significant facilities in nearby neighborhoods are richly adorned in Art Deco motif. The nearby Long Beach Airport Terminal building was built in a classic Art Deco Modern style. The façade shapes/forms/detailing, though contemporary in appearance, recalls the Art Deco architecture of North long Beach. Our color scheme has a total of 6 paint colors of rich pastel tones which gives this retail center a playful excitement. Large curved façade walls and tall parapet walls provide more than enough area for signage. A dark color at the base of large oversized columns and walls helps to break-up large expanses to wall and to make tall facades appear shorter that it really is. Overall, the new façade treatments and color scheme achieves exactly what the Client desired and little more. Now the retail center looks like a place that is exciting to be at, and the rich color pastel parapet walls appear as beacons attracting motorist and pedestrians.

Our work on this project will be an asset to, in that BOA is able to derive a paint color scheme that reflect historical architecture and meet the requirements of the client on being exciting in appearance. Hopefully, from our work on this project, you will have assurance that BOA can use parapet wall shapes/forms and paint colors skillfully to satisfy specific requirements. And we can satisfy your specific needs and requirements in your future projects.

- 3. Special or Unique Building Technology of Environmental Considerations: As mentioned above, the existing building was non-descriptive, low in appearance, typical of many strip malls built in the 1960's. It was dilapidated and in dire need of maintenance and repair. The new façade improvements and vibrant color scheme instantly transformed almost the entire block from a blighted area to a commercial center that many will want to visit. Our work on this project will be a definite asset for you in that BOA is able to use paint colors and commercial facades to change perception of neighborhoods. We aim use our commercial façade and coloration skills to improve the streetscapes in your community.
- **4. Firm's Specific and Detailed Role on the Project**: BOA was the prime consultant and performed complete architectural design, marketing floor plans/site plans and color renderings for brochures, value engineering, cost estimating, Structural/Elect./Plumbing engineering, permit procurement, Approvals from the North Long Beach Neighborhood PAC., bidding assistance, construction administration.
- **5. Owner Type:** The North Long Beach Retail Center Rehabilitation Project is a retail facility within a strip mall. This existing strip mall has 7 tenant lease spaces. It was designed for a private owner with the City of Long Beach partnering with the Owner as our Client.
- **6. Cost Estimating for North Long Beach Retail Center Rehabilitation Project:** In-house cost estimating accuracy was 95% and completed in 2004. The actual bid price was \$400,000

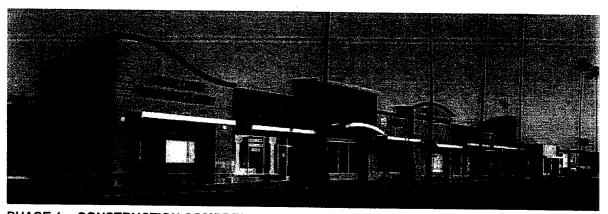




Norwalk Blvd., Hawaiian Gardens, CA Commercial Façade & Streetscape Improvement



BEFORE



PHASE 1 - CONSTRUCTION COMPRETED AS PROPOSED Date: July 2008



BEFORE



PHASE 2 - PROPOSED











Project: Norwalk Blvd. Commercial Façade and Streetscape Improvement

Design Completed: Dec. 2007

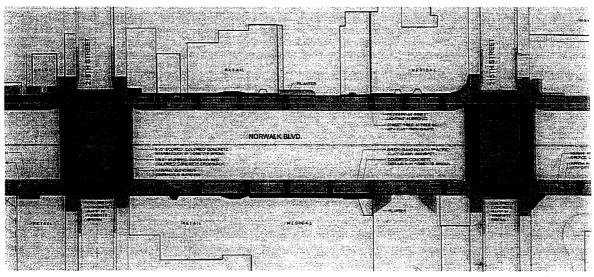
Client: City of Hawaiian Gardens, Community Development Department contact: Joe Columbo

p: 562-420-2641 x244

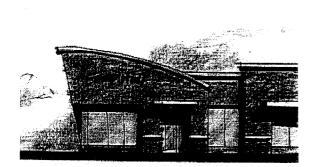
Construction Cost: \$4,000,000

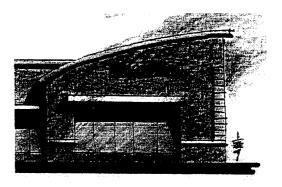
Architect Team: Edward Lok Ng manager/designer, Erick Rivas CADD Manager

Project Description: BOA was commissioned to renovate and modernize 32 commercial facades and the streetscape within 5-city blocks of dilapidated 1950's retail shops and offices along Norwalk Blvd. designated a redevelopment area by the City. The project was 80% funded by the City as incentive to improve storefronts and the street R.O.W. The features include: dramatic/playful paint colors, enlarged sign Facades and a new suspended metal awnings for contemporary appeal. New and contemporary Spanish architectural detailing and fenestration provides recall and compatibility to the local historic Spanish buildings. The new facade design creates a "new identity" and a cohesive Commercial area which will revitalize the area. BOA worked intimately with the developer/owners, and City to formulate a signage program that was aesthetically pleasing and allowed tenant's flexibility in expression. New streetscape amenities included, street trees, signalize intersections, street lights, street furniture, accent paving, monument/building signage and parking lot refurbishment and landscape/irrigation.



CITY OF HAWAIIAN GARDENS STREETSCAPE SITE PLAN, 1 OF 5 BLOCKS



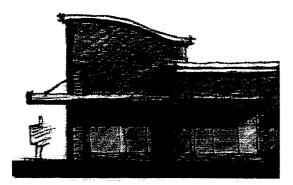


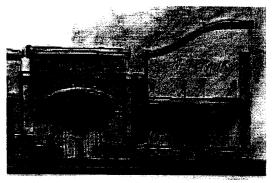












EXAMPLES OF INDIVIDUALLY UNIQUE STOREFRONTS BUT IN A COMPATIBLE CONTEMPORARY SPANISH STYLE

- 1. Name and Location of Facility: Norwalk Blvd. Commercial Façade and Streetscape Improvement located at on Norwalk Blvd. between Tilbury Ave. and 214th Street, Hawaiian Gardens, CA
- 2. Unique Program Requirements and Challenges: The Owner and the City, as joint clients, wanted every penny to be spent wisely, and wanted on-going business activities to remain operational during construction (so that rent revenue will not be lost). Regarding the exterior façade, specific instructions was to minimize demolition to structural walls, but also design a façade that will reflect the cultural heritage of the Spanish/Mexican community. Another requirement was that the tenants wanted more wall area to display their business signs. BOA chose NOT to demolish any structural walls or roof, but instead chose to add new parapet walls over the existing parapet walls to make them taller, thus using the existing structural system to carry the new façade system. It was designed in such a way that the construction crew did not have to enter the interior tenant space, thereby allowing business activities to proceed uninterrupted. The existing building was non-descriptive, low in appearance, did not have sufficient walls for signage, and was in a state of disrepair. Security and vandalism were also big issues with the Client.

By observation, the City of Hawaiian Gardens does not have a distinctive architectural style, nor does the City have any architecturally significant buildings. The local streetscape is generally a mixture of eclectic architectural styles with many buildings in disrepair, and with evidence of graffiti. BOA proposed a new and fresh architectural direction that met the requirements to be Spanish/Mexican in character and to create an exciting streetscape for 5-blocks of Norwalk Blvd. BOA proposed that the new façade improvements be a "contemporary Spanish/Mexican" style. This new and "up-to-date" design has big and bold geometric forms reflective of traditional Spanish/Mexican architecture but very different in style. Bold curved or wavy or rectangular shaped parapet walls help to define each storefront. Taller, wavy parapet walls were proposed at street intersections to form "stylized towers" anchoring the corners and ends of long expanses of storefronts. Contemporary styled suspended steel canopies, common to all storefronts, offer shade from the sun and help to welcome retail patrons. Paint colors will be vibrant and have rich/deep tones, much different than the white and beige of most Spanish/Mexican traditional buildings. BOA created a palette of 8 different but compatible color schemes that storefront owners could choose from and be part of the design process. When combined, the colors and bold geometric shapes will have the appearance of a fine quilt with individual parts but gains richness when the parts are woven together. Overall, the new façade treatments and color scheme achieves exactly what the Client desired and a lot more. When completed, the 5 block retail community will looks like a place that is dynamic and exciting to at.

In regards to security, the retail owners wanted steel bar covering the glass storefronts or a solid roll-up door at every glazed area of the storefront for protection. The area had a history of graffiti and vandalism. The City did not want this at all, contending that the bars and roll-up doors in the down position will make the building look like a fortress. BOA recommended that any security grille be mounted at the interior side of the storefront to have the exterior appear as inviting as possible. The roll-up grilles will have an open web, see-through grille,









City of Carson RFP: Architectural Services Commercial Rehabilitation Program



which allows patrons (and the Police Dept.) to see into the interior during non-business hours. A vandal resistant glass film will also be installed at all storefronts for added protection. These solutions satisfied the Owners need for security and vandal resistance, and the City's desire for storefronts that are inviting.

Our work on this project will be an asset to you, in that BOA is able to derive a façade improvement that is sensitive to the cultural heritage of the community and that BOA can create a new architectural direction for an entire commercial neighborhood.

- 3. Special or Unique Building Technology of Environmental Considerations: The existing buildings were painted in multiple colors which were not compatible with each other. There was a myriad of building materials that did not blend together; i.e. lave rock, wood board and batten siding, mansard roofs, Spanish tile roofs, fabric awnings, hand painted signs, etc. They were non-descriptive, low in stature, and tacky in appearance. This was not a place that was attractive to pedestrians or pleasant to be in. And it was dilapidated and dire need of maintenance and repair. The new contemporary Spanish/Mexican themed façade improvements will give a distinctive architectural character to the buildings and streetscape. The new street trees, new Spanish/Mexican themed sidewalk paving and generous overhang of the new suspended canopies will offer shade, and instantly transformed the entire 5-blocks from a blighted area to a dynamic retail center that many will want to visit. Our work on this project will be a definite asset for you in that BOA is able to use trees, awning, paint colors, and bold geometric forms/shapes to change perceptions and positively transform an entire neighborhood.
- 4. Firm's Specific and Detailed Role on the Project: BOA was the prime consultant and performed complete architectural design, Community Outreach, landscape architecture, color renderings, color and material selection, value engineering, cost estimating, Structural/Civil/Electrical engineering, permit procurement, Approvals from the storefront owners and Planning Dept., bidding assistance, construction administration.
- **5. Owner Type:** The Hawaiian Gardens Norwalk Blvd. Façade and streetscape Improvement Project has 5 city blocks with 32 commercial storefronts. It was designed for private owners with the City of Hawaiian Gardens partnering with the various Owners as our Client. BOA has designed over 30 façade improvement projects totaling over100 storefronts, for both public municipalities and for private clients within the past 12 years. They are listed in Section B, List of Façade Improvement Projects.
- **6.** Cost Estimating for Bowers Façade Improvement Project: This project design is now 100% complete with the Construction Document phase and construction has started and is scheduled to be completed in the Spring of 2008. Our current in-house construction cost estimate is \$4,000,000, done in Oct. 2007





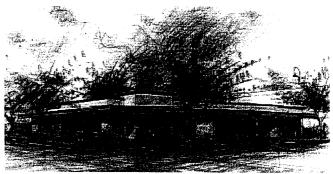




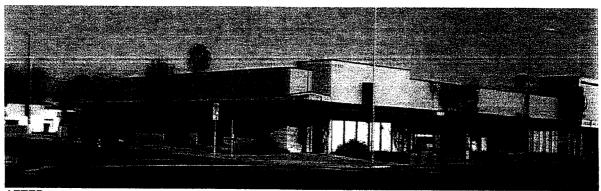
LONG BEACH, 4301 ATLANTIC AVE. COMMERCIAL FAÇADE



BEFORE



PROPOSED



AFTER



Project: Long Beach, Bixby Knolls Business District, at 4301 Atlantic Ave. Commercial Façade Improvement **Client:** City of Long Beach, Economic Development Bureau

Contact: Seyed Jalali 562-570-6172 Construction Completed: Feb. 2007 Architect Team: Edward Lok Ng Construction Cost: \$120,000

Project Description: This project was to renovate and modernize an existing 1950's commercial office facade on a busy street intersection designated as redevelopment area by the City of Long Beach. The project was partially funded by the City as incentive to improve the property. The improvements to this existing 10,000 sf. Medical/professional office center features include: accent paint colors to enhance the "Frank Lloyd Wright" architectural features of the building, new taller parapet wall for a more "curb appeal" and to hide

unsightly roof top equipment. New mid-century architectural detailing and fenestration at the parapet recall Wright's architecture and is compatible to the surrounding historic buildings. BOA worked intimately with the building owners and City Redevelopment Agency to formulate a signage program, landscaping, and paint colors that was aesthetically pleasing and meet the approval of the Bixby Knolls Business Design review Board. New streetscape amenities included trees along sidewalks, monument/building signage and new accent landscaping/irrigation.







City of Carson RFP: Architectural Services Commercial Rehabilitation Program



Unique Program Requirements and Challenges: The City's only requirement was to hide the exposed rooftop equipment from view. The Owner (a joint client with the City) wanted a facility with more "curb appeal". Another specific instruction was that the facilities would remain operational during construction. BOA chose NOT to demolish any structural walls or roof, but instead chose to add new varying height parapet walls over the existing roof and use the existing structural system to carry the new façade system. It was designed in such a way that the construction crew did not have to enter the interior tenant space, thereby allowing business activities to proceed uninterrupted. Through field observation and our building type research, we discovered that the existing building had ribbon windows/door assemblies and detailing similar to those found in many "Frank Lloyd Wright" buildings. BOA designed new parapet walls that not only hid the rooftop equipment, but also recalled the architectural detailing found in many of Wright's buildings. Overall, the new façade treatments and color schemes accomplished the Client's requirements and beyond their expectations.

BOA was able to work with a very limited budget to derive a material/paint color scheme that enhances a particular architectural style and meet the requirements of the client to hide rooftop equipment. We also allowed on-going business to remain operational during construction.

Special or Unique Building Technology of Environmental Considerations: The existing building had a hip type sloped roof and several unsightly rooftop HVAC equipment exposed to street view. BOA designed varying height parapet walls that not only hid the rooftop equipment, but also enhanced the architectural qualities of the existing building. New buff color stone veneer and rusty red painted trims set on a buff color background recall building materials/colors found on many of Wright's architecture. The new façade improvements and new landscaping instantly transformed this non-descript office building from tack in appearance to a building that has clarity with a distinctive architectural style. BOA was able to compose and arrange building materials; i.e. paint colors, stone, and parapet walls into a distinctive architectural style and begin the aesthetic transformation process in a commercial neighborhood.

Firm's Specific and Detailed Role on the Project: BOA was the prime consultant and performed complete architectural design, marketing floor plans/site plans and color renderings for brochures, value engineering, cost estimating, Structural engineering, permit procurement, approvals from the Bixby Knoll Neighborhood PAC., bidding assistance, and construction administration.

Owner Type: This 4301 Atlantic Ave. Façade Improvement Project is a stand-alone professional office facility. It was designed for 6 private owners (the office building's 6 condo owners) partnering with the City of Long Beach as our Client.

Cost Estimating for 4301 Atlantic Ave. Facade Project: In-house cost estimating accuracy was 98% for this project with a bid price was \$120,000.

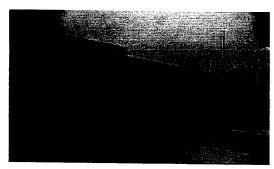






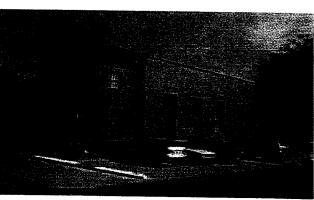


ALHAMBRA MAIN POST OFFICE FAÇADE IMPROVEMENT

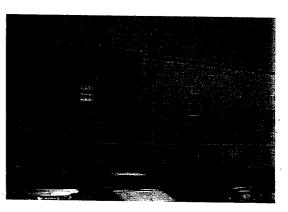




BEFORE



AFTER



Project: Alhambra Main Post Office Façade Improvement

Completion Date: Dec. 2006

Client: United States Postal Service. Contact: Terry Sakatani (714) 667-6757

Architect Team: Edward Lok Ng **Construction Cost: \$** \$200,000

Project Description: BOA was commissioned to design Façade Improvements & provide construction administration to an existing 1930's Spanish Art Deco Alhambra landmark. Improvements included a new paint color scheme for the exterior, retrofit of disable access ramps, replacing entry doors and several windows. A specific request was that the new color scheme should make the facility appear "stately" (look like a federal post office) and exciting (look like a place one wants to be at). This existing building was painted with an off-white color, typical of many postal facilities in California. Through our research, it was discovered that the City of Alhambra had a rich Spanish Mission history. Many significant facilities in Alhambra are endowed in Spanish motif. Our proposed color scheme has a total of 6 paint colors. Two rich earth tones dominate the façade in a 2-tone scheme to break up massive horizontal walls. A dark color at the base of the facility helps to make this tall building appear shorter that it really is. Four bright trim colors adorn windows, doors, rails, and provide attention to the main entries. Overall, the new color scheme achieves exactly what the Client desired and little more. It appears "stately" and yet exciting in appearance and it recalls the rich Spanish heritage of Alhambra.

Unique Program Requirements and Challenges: A specific request was that the new exterior color scheme should make the facility appear "stately" (look like a federal post office) and exciting (look like a







City of Carson RFP: Architectural Services Commercial Rehabilitation Program



place one wants to be at). This existing building was painted with an off-white color, typical of many postal facilities in California. Through our research, it was discovered that the City of Alhambra had a rich Spanish Mission history. Many significant facilities in Alhambra are endowed in Spanish/Mission motif. Our proposed color scheme has a total of 6 paint colors. Two rich earth tones dominate the façade in a 2-tone scheme to break up massive horizontal walls. A dark color at the base of the facility helps to make this tall building appear shorter that it really is. Four bright trim colors adorn windows, doors, rails, and gives attention to the main entries. Overall, the new color scheme achieves exactly what the Client desired and little more. It appears "stately" and exciting in appearance, while recalling the rich Spanish heritage of Alhambra.

Special or Unique Building Technology or Environmental Considerations: As mentioned above, this massive one-story building was painted off-white when we started the project. An important environment consideration was to reduce the imposing massiveness of this monotone building, and to reduce the glare, at the street level, produced by the sun reflecting off the white walls. BOA used a total of 6 paint colors, with 2 earth tone field colors (a medium tone and dark medium tone), for a 2 tone appearance to break up the large vertical wall. Four bright colors were selected to articulate window/door trims, cornices, rails, and wall trims. A dark color earth tone was selected for the pedestal base of the building to break up large horizontal wall surfaces. Most of the building was painted medium to darker paint tones to reduce sun glare at the street level, and to dramatically improve eye comfort for pedestrians. BOA was able to use paint colors to change the scale and perceived size of a building, and used paint colors to reduce sun glare and improve pedestrian comfort.

Firm's Specific and Detailed Role on the Project: BOA was the prime consultant and performed complete architectural design, color renderings, extensive coordination with the local Post Master, value engineering, cost estimating, permit procurement, bidding assistance, and construction administration.

Owner Type: The Alhambra Main Post Office Façade Improvement Project is a public facility designed for the US Postal Service, a public client.

Cost Estimating for Alhambra Post Office: In-house cost estimating was \$200,000. The project construction cost estimate was complete by our in-house staff. Most of our cost estimating has been done in-house, and because we design and perform construction administration on so many façade improvement and public facilities projects, we are able to see trends in the construction industry. We also have great relationships with many local area general contractors and subcontractors whom we often call upon to assist in pricing.







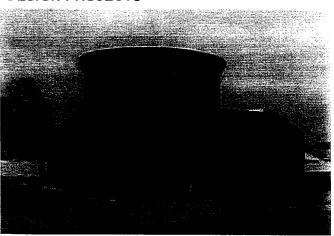


Other Relevant Experience

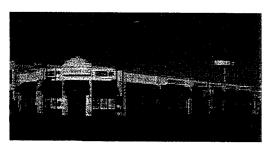
BOA'S RECENT COMMERCIAL FACADE DESIGN PROJECTS



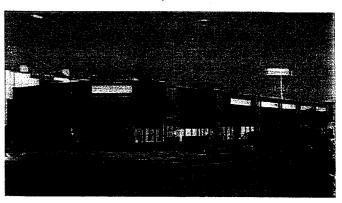
BEFORE



COMPLETED 2009 All Print USA Façade, Riverside County EDA



BEFORE



COMPLETED 2008 Collazo Chiropractor Façade, LA County CDC



BEFORE



PROPOSED CRA-LA Kang Factory Outlet Façade, South Central LA







BEFORE



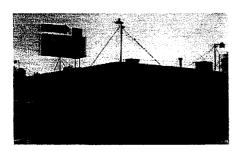
PROPOSED City of Commerce City Hall Frontage, Construction: 2011



BEFORE



PROPOSED Long Beach Redevelopment Agency, Appleby Façade



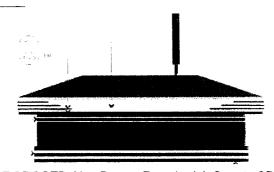
BEFORE



PROPOSED Perrone's Grinder Façade, Riverside County EDA



BEFORE



PROPOSED Alex Burger Façade, LA County CDC, Construction: Oct. 2009



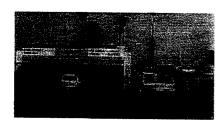




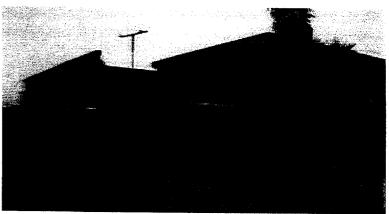
BEFORE



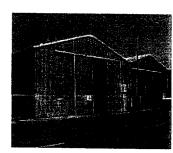
COMPLETED 2009 Long Beach Redevelopment Agency, Santa FE Imports Façade, West Long Beach



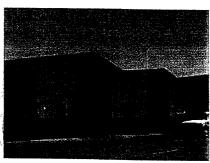
BEFORE



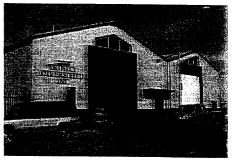
AFTER - Riverside County EDA, Riverside Smog Façade Improvement



BEFORE



PROPOSED



COMPLETED 2009

Long Beach Redevelopment Agency, Trinity Steel Co. Façade







COMMERCIAL FAÇADE EXPERIENCE

Since 1961, BOA has been innovators in the rehabilitation of existing commercial facades/storefronts and signage improvements. BOA has the philosophy that this type of renovation project should not have a "tacked-on" solution. Commercial facade modifications for the purpose of rehabilitation should be well integrated with its neighbors and not only compatible with the existing architecture, but aesthetically enhance it. We hold the same design philosophy for streetscape design, landscape/ hardscape, and signage. BOA's architectural design and construction administration approach to enhance the commercial storefronts in your city derives from over 300 completed commercial façade projects. We have developed our own commercial façade design/construction checklists to quickly identify issues to resolve signage, security, ADA Compliance, architectural compatibility, historic fabric, resolve urban blight, and construction conflict resolution, and resolve scheduling issues. We have in-house staff with an abundance of facade project and signage experience. We also have very accurate cost estimating derived from recent competitive bidding data. BOA also has an inhouse Quality Control program to ensure documentation thoroughness to minimize construction Change Orders.

IN-HOUSE EXPERTISE

The assigned personnel, staff that will work directly on your projects, are well qualified. Particularly, Edward Lok Ng, Principal, has been the Project Manager for most of the City assisted Commercial Facade projects listed. He has personally designed and overseen construction of over 150 Commercial Façade projects. His extensive experience has led to his appointments to the City of Downey Design Review Board which reviews numerous commercial and streetscape design projects. His knowledge of repair/modernization type constructions cost and local building codes, will aid in the development of accurate cost assessment. In addition, all staffs that designed and administered the construction of more than 200 recent facade projects are still employed by BOA.

ACCURATE COST ESTIMATE

Our Commercial Façade construction cost database gleaned from recent façade renovation projects, have been very accurate and up-to-date. Gleaned from our numerous project, we have "line item" cost for nearly all components, e.g., roof parapet trims, roof repair, signage, plaster, tile work, stone veneer work, security grills, roll-up security doors, storefront glass and aluminum frame system, awnings, roof canopies, vandal resistant glass film, façade layering, painting, demolition, landscape/ irrigation, etc. We also have a close relationship with many local area general contractors who have extensive facade modernization/repair experience. We call upon these local façade contractors to supplement our unit cost to ensure that it is current. As a result, our inhouse construction costs estimate for these projects, when compared to actual contractor bid price have been 93% accurate.

BOA has extensive experience in the design and construction administration of commercial/facade rehabilitation projects for both governmental agencies and private clients. The following is a selected list of projects in which the staff of BOA was hired **solely** for the purpose of commercial facade rehabilitation. All were completed within the last 12 years or currently in the design phase or under construction. We have also provided photographs with descriptions of representative projects in the following pages.









FOR GOVERNMENTAL AGENCIES:

Façade improvement projects Client

City of Long Beach, Redevelopment Agency

Construction Cost



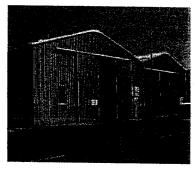
BEFORE

2612 South St. Retail Ctr. North long Beach



AFTER

\$ 300,000



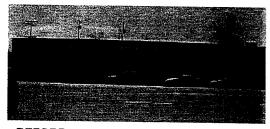
BEFORE

The state of the s

AFTER

Trinity Steel, West Long Beach

\$ 60,000



BEFORE

Santa Fe Importers, West Long Beach



AFTER

\$ 120,000







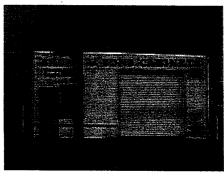


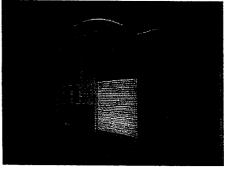


BEFORE AFTER

Appleby Façade, West Long Beach

\$ 60,000





BEFORE

AFTER

Bruno and Son Cabinetry Façade, West Long Beach

\$ 40,000

Other City of Long Beach, Redevelopment Agency Projects	
Medical Office Bldg. Bixby Knolls, Long Beach	\$ 130,000
24 Hour Café, West Long Beach	\$ 90,000
3 Facades on 16 th St., West Long Beach	\$ 50,000
JED's Market Façade, Downtown Long Beach	\$ 50,000
Riverside County EDA	
All Print USA, Rubidoux CA	\$ 150,000
Chris' Burger, Riverside CA	\$ 110,000
Ortiz Bakery, Riverside CA	\$ 100,000
Riverside Smog & Auto, Riverside CA	\$ 120,000
Wildomar Chamber of Commerce, Wildomar CA	\$ 110,000
Bargain Basket, Romoland CA	\$ 170,000
Sun Leisure Motel, Romoland CA	\$ 120,000
Perrone's Grinder, Rubidoux CA	\$ 100,000
Los Compadres Taco, Rubidoux CA	\$ 100,000
Wildomar Moose Lodge, Wildomar CA	\$ 100,000
Wildomar American Legion, Wildomar CA	\$ 100,000







City of Los Angeles CRA	
Bower's Façade, South Central LA Hernandez Façade, South Central LA 99 Cent Store, South Central LA Zargari Facade, Downtown LA Sweet Baby Jean Ribs Restaurant, South Central LA Doug's Furniture, South Central LA Kang's Factory Outlet Store, South Central LA Homeless Shelter on Broadway, South Central LA Corner of Broadway & 82 nd St.	\$ 200,000 \$ 200,000 \$ 50,000 \$ 40,000 \$ 80,000 \$ 30,000 \$ 45,000 \$ 200,000
County of Los Angeles CDC	
Alex Burgers, East LA Herbs of Mexico Wholesale, East LA Herbs of Mexico Retail, East LA World's Famous Dog House, East LA Dominguez Supermarket (12 storefronts), Compton Tila's Kitchen, East LA Colazo Chiropractor, East LA	\$ 45,000 \$ 50,000 \$ 50,000 \$ 80,000 \$ 250,000 \$ 70,000
City of Hawaiian Gardens, CA	
Redevelopment of 5-city blocks for Façade Improvement with 32 different storefront tenants	\$ 4,000,000

OTHER GOVERNMENTAL REHABILITATION PROJECTS:

Commercial Facade Revitalization, 500 lineal ft. of Storefronts in No.	rth Long Beach, CA			
<u>Cilent</u>	Construction Cost			
City of Long Beach, Economic Development Bureau	\$ 400,000			
Commercial Facade Improvement, corner of Atlantic Ave, & Burlingh	all St			
<u>Client</u>	_			
City of Long Beach, Economic Development Bureau	Construction Cost			
United States Postal Services	\$ 100,000			
Alhambra Main Post Office	¢ 150 000			
Historic San Pedro main Post Office	\$ 150,000			
Rehabilitation of Historic Long Beach Main Post Office	\$ 1,500,000			
Commercial/Eponds and Interior of D. J. D.	\$ 1,100,000			
Commercial/Facade and Interior at Redondo Beach Post Of	fice \$ 300,000			
Façade Rehabilitation of 12-City blocks - Hollywood Blvd Hollywood, CA				
Client	Construction Cost			
Hollywood Economic Revitalization Effort	\$ 900,000			
J.J. Newberry Façade and Tenant Improvements Hollywood, CA	+,			
<u>Client</u>	Construction Cost			
McCrory Corp., York, PA	\$ 500,000			
Facade Rehabilitation of Bartlett Senior Services Center - Torrance,	φ 500,00 <u>0</u>			
Client				
City of Torrance	Construction Cost			
Mix-lise Commercial/Posidential Escade on Name of A	\$ 200,000			
Mix-Use Commercial/Residential Facade on Vermont Avenue at Expo	osition Blvd.			
Client	0			
City of Los Angeles Housing Dept.	Construction Cost \$ 70,000			









City of Carson RFP: Architectural Services Commercial Rehabilitation Program



Signage/Facade Rehabilitation of All Seasons Shopping Center	at Camp Pendleton, CA
Client	Construction Cost
US Army Air Force Exchange Service	\$ 2,000,000

Commercial Facade Renovation of Services Mini-Mall at Travis Air force Base

Sacramento, CA

Construction Cost \$ 2,000,000 US Army air Force Exchange Service

FOR PRIVATE COMMERCIAL DEVELOPERS:

Seal Beach Shopping Center Rehabilitation, corner of PCH & Main St. - Seal Beach, CA Client Construction Cost

Jerry Moss Development \$ 700,000

Katella Square Restaurant/Retail Center Rehabilitation- Stanton, CA

Construction Cost \$ 400,000 Preferred Investment, Inc.

Rialto 10 Cinema and Shopping Center Rehabilitation - Rialto, CA

Construction Cost \$ 1,400,000 Preferred Investment, Inc.

Pacific Avenue/8th Street Commercial Retail Facade Rehabilitation - San Pedro, CA

Client Construction Cost

Thor Svensen \$ 50,000

Hillside Village Mixed-Use Retail/Office/Restaurant Rehabilitation - Torrance, CA

Construction Cost Albert Levitt Corporation \$ 1,100,000

Hornburg Jaguar Renovation/Rehabilitation - West Hollywood, CA

Construction Cost Client \$ 800,000 Hornburg Jaguar

Diro Car Dealership Showroom Addition/Renovation - Harbor City, CA

Client Construction Cost Diro K G \$ 800,000

BOA Office Building Storefront/Interior Rehabilitation - San Pedro, CA

Construction Cost Beacon Hill Development \$ 300,000

First Interstate Bank Historic Facade Rehabilitation/Seismic Retrofit - San Pedro, CA

Construction Cost Client First Interstate Bank \$ 500,000

Goodwill Store Old Town Torrance Facade Rehabilitation - Torrance, CA

Client Construction Cost \$ 200,000 Preferred Investment, Inc.

Goodwill Store Storefront and Signage Rehabilitation - Paramount, CA

Construction Cost \$ 200,000 Preferred Investment, Inc.

Evdorkimoff Office/Retail Building Rehabilitation - San Bernardino, CA

Construction Cost Client

\$60,000 Secured Investment, Inc.









3. References

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CONTACT:

PHONE:

City of Long Beach Redevelopment Agency ·Seyed Jalali

(562) 570-6172

Project Mgr. for 5 recently completed façade improvement projects throughout Long Beach, as well as an 8-storefront strip mall façade improvement, et 3534 South St.

improvement, at 2534 South St.

City of Long Beach Dept. of Public Works ·Andrew Olding, Architect

(562) 570-6257

Senior Project Manager for City Hall renovation projects and over

20 other projects including current New Tidelands Beach Restrooms facilities, new Leeway Sailing Center project and other

Parks and Recreation projects

City of Los Angeles, CRA-LA

·Borzou Rahimi, Architect

(213) 977-1812

Project Mgr. for 8 recently completed façade improvement projects in Los Angeles. These projects are located in downtown region, along

South Central Ave.

City of Hawaiian Gardens

·George Montana

(562) 420-2641 x 230

Project Mgr. for 5-blocks of façade improvements along Norwalk Ave.

There are 32 storefronts in this project.

Los Angeles County, CDC

Jeff Biben, Architect

(323)260-3449

Project Mgr. for 10 recently completed façade projects in East LA and

Compton.







4. Schedule of Hourly Rates

The following is our current hourly rates and reimbursable items. These rates will remain in effect for the duration of the project

STANDARD HOURLY RATES	<u>2013</u>
Principal	\$150.00
Project Managers	\$140.00
Project Designers	\$125.00
Senior Designers	\$105.00
Senior Technical	\$ 95.00
Intermediate Technical Staff	\$ 80.00
Other Technical Staff	\$ 75.00
Clerical Staff	\$ 60.00
Intern	\$ 40.00







5. Resumes

The Project Manager/ Project Designer is always the key to any successful project. Edward Lok Ng, Principal, will be the Project Manager/ Project Designer for this project. He has managed and designed 15 Commercial Façade projects for Long Beach Redevelopment Agency, over 20 projects for the Riverside County EDA, and over 100 commercial façade improvements throughout LA County. His qualifications are listed below. We have committed Mr. Ng (BOA) to be available for this project for most of his time when this project is in full production.

EDWARD LOK NG, Architect, LEED AP Project Manager and Principal-In-Charge

Project Responsibility:

Maintain Client communication, lead overall design effort in form and function, compile client and user group input and day-to-day contact with Client. He will also be responsible for directing the efforts of our sub-consultant electrical and structural engineers.



Bachelor of Architecture - Univ. of Hawaii, 1981; Continuing Professional Education, UCLA



Experience:

Principal and Director of Design, Mr. Ng has over 32 years of experience in all phases of the design process. He leads a talented team of designers and consultants to ensure that commercial facade design solutions effectively meet the clients' and users' needs while adhering to client schedules and budget constraints. He has personally designed over 100 individual Façade improvements. He has completed commercial facade rehabilitation projects for the cities of Los Angeles, Long Beach, Hawaiian Gardens, Riverside County EDA, LA County CDC, Torrance; US Postal Service and numerous private commercial developers. He has also been the Director of Design for numerous libraries, civic/public buildings, parks and recreation, health care facilities, and numerous ADA retrofit/transition plan projects for the City of Long Beach. He is currently the Project Manager for all Riverside County EDA, City of LA-CRA, City of Hawaiian Gardens, and City of Long Beach Redevelopment Agency Façade Improvement projects. He has extensive expertise in the design of both historic and contemporary structures. Mr. Ng has lived in Long Beach for 30 years and is passionate about revitalizing his "hometown". This experience coupled with Mr. Ng's dedication and commitment to design excellence has led to several honors in the Community. Mr. Ng has also been the Chairman of the City of Downey Design Review Board where he reviews numerous commercial projects and façade improvements for architectural design, color, signage, and streetscape design compatibility. He has also been chairman of the Long Beach Disable Access Board, a position appointed by the Mayor.

Description of Current Position:

Principal, Director of Design

Professional Data:

- Registered Architect, State of CA #C16840
- Disabled Access Appeals Board City of Long Beach since 1989
- Disabled Access Review Board and Design Review
- Board for City of Downey since 1989
- LEED Accredited Professional 2009







BOA Architecture, as the prime-consultant, will be responsible for all drawings and documents needed to expedite this project, and will be your single point of contact. The sub-consultants assigned are State licensed professionals in their respective disciplines and has assisted BOA in numerous past commercial façade and site improvement projects. Our sub-consultants are all "out-of-house" firms and are commissioned on an as-needed basis. Their qualifications are available upon request.

We have committed Edward Lok Ng of BOA as Project Manager for this project who will maintain day-to-day communication with you, and will direct the efforts of our sub-consultants. His qualifications are provided in the previous page.

SUB-CONSULTANTS:

Electrical Engineering

Thomas Lew Associates 19521 Reinhart Ave. Carson, CA 90746 Contact: Thomas Lew, P.E. Phone: 949-302-1820

Landscape Architect

Graham Stanley, Landscape Architect 3601 Serpentine Dr. Los Alamitos, CA 90720 Contact: Graham Stanley Phone: 562-430-6854

Structural Engineer

Pacific Engineering 17703 Crenshaw Blvd. Torrance, CA 90504

Contact: Victor Chai-Prasert, P.E.

Phone: 310-516-9275

PRIME CONSULTANT:

Architecture

BOA Architecture 279 West Seventh Street San Pedro, CA 90731 Contact: Edward Lok Ng, Architect

Phone: 310-832-2681



