County of Los Angeles Public Library
7400 East Imperial Hwy., P.O. Box 7011, Downey, CA 90241-7011
(562) 940-8461, TELEFAX (562) 803-3032

Library

MARGARET DONNELLAN TODD
COUNTY LIBRARIAN

August 16, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

LAWNDALE LIBRARY PROJECT
APPROVE GRANT AGREEMENT AND ACCEPT BOND ACT GRANT FUNDS;
APPROVE REVISED PROJECT BUDGET; AWARD AGREEMENT
SPECIFICATIONS 6581; C.P. 77481
(SUPERVISORIAL DISTRICT 2) 3 VOTES

JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER AND DIRECTOR OF PUBLIC WORKS THAT YOUR BOARD:

1. Approve and authorize the County Librarian to sign the Grant Agreement with the California State Library (Attachment B) to accept State Library Bond Act grant funds in the amount of $7,300,132 for the Lawndale Library Project.

2. Approve a revised project budget of $11,824,900 for the Lawndale Library Project as detailed in Attachment A.

3. Award and authorize the Director of Public Works to execute an agreement with Gruen Associates to provide architect/engineer design and consultant services for the Lawndale Library Project for a not-to-exceed fee of $548,910, funded by Second District Capital Projects funds and State Library Bond Act grant funds, and establish the effective contract date following receipt of insurance certificates filed by the consultant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the County Librarian to execute the grant agreement with the State, allow the County to accept the Library Bond Act matching grant funds awarded by the State, and allow the Lawndale Library Project design to proceed.

On January 6, 2004, your Board authorized the Public Library to submit a grant application to the State for matching funds under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Bond Act) to construct the Lawndale Library Project. The project will replace the existing 3,203-square-foot library facility with a new 17,360-square-foot library and associated parking in the Lawndale Civic Center.

On November 29, 2004, the State awarded a Bond Act grant to the County in the amount of $7,300,132 for the construction of the Lawndale Library Project. In order to receive the grant funds, the County is required to execute the attached grant agreement with the State Library. The agreement commits the County to administer and implement the library project and expend the grant funds in conformance with the provisions of the agreement, the requirements of the Bond Act, and applicable regulations. Approval of the recommended actions will authorize the County Librarian to execute the grant agreement on behalf of the County.

On May 21, 2002, your Board awarded an agreement to Gruen Associates to prepare the various planning and design documents for submission to the State Library with the grant application. Under the recommended agreement, Gruen will provide the design and construction administration services necessary to complete the project. Following the completion of construction documents and jurisdictional approvals, tentatively scheduled for November 2006, we plan to return to your Board to adopt plans and specifications and advertise for bids to construct the project.

Implementation of Strategic Plan Goals

Approval of these recommendations is consistent with the County Strategic Plan Goals of Fiscal Responsibility, Service Excellence, and Children and Families' Well-being as this is an investment in public infrastructure that will provide improved library services and educational facilities and programs for enhancing education/workforce readiness for the residents of the City of Lawndale.

FISCAL IMPACT/FINANCING

At the time of the grant application, the project budget was estimated at $12,068,662. The project was to be funded by a State Bond Act grant of $7,300,132 and a County contribution of $4,768,530.

The grant application project budget included $3,065,000 for the value of the land, which is considered a project cost by the State for purposes of the grant application. Since the library site was acquired through a land exchange with the City of Lawndale, the County did not incur any actual land acquisition expense. As a result, the actual net cost of the project was estimated to be $9,003,662.

Since submitting the grant application, the construction industry has experienced significant cost increases that led to a revised total project cost estimate of $11,824,900 which exceeds the cost estimate developed at the time of the grant application by $2,821,238. The revised cost estimate includes plans and specifications, plan check, construction, furniture and equipment, consultant services, civic art, library books and materials, and County services. The revised Project Schedule and Budget Summary are provided in Attachment A.

The State grant of $7,300,132 represents the State's maximum obligation to the project. Therefore, the County is responsible for funding the additional $2,821,238 in project costs, which results in a total County contribution of $4,524,768.

Sufficient appropriation has been provided in the Fiscal Year 2005-06 Capital Projects Budget (C.P. 77481) to fund the recommendations.

Operating Budget Impact

It is anticipated that the new library facility will begin operation in December 2008 and funding for annual operating costs will be required at that time. The annual cost for operating this new facility is estimated at $990,000 based on the current costs for staffing, support, facility maintenance, and other operating costs that will be required. This represents a net increase of approximately $510,000 per year over the current annual operating cost for the existing Lawndale Library. The Public Library will request additional funding for the new library's operating costs beginning in Fiscal Year 2008-09. The Chief Administrative Office will review the operating requirements and available funding as part of the budget and make a final recommendation to your Board at that time.

In addition to annual operating costs, one-time start-up costs of $750,000 are required to purchase library books and materials to augment the collection in the existing library

for the new facility's opening day collection. Funding for the purchase of those materials is included in the project budget and will be required beginning in Fiscal Year 2007-08.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Bond Act requires the County to operate the new library for a period of 40 years. The attached grant agreement with the State (Attachment B) requires the County to construct the public library facility described in the application submitted to the State in January 2004. The County is required to conform to the requirements of the Bond Act and applicable regulations in all aspects of administration, implementation, and construction of its public library project and to expend grant funds in accordance with the Bond Act and the regulations. The grant agreement has been reviewed and approved as to form by County Counsel.

On February 11, 2003, your Board approved an option agreement with the City of Lawndale for the exchange of properties between the City and County, plus the payment of $500,000 by the City to the County to finance a portion of the County's costs for the project. As previously authorized by the Board, the Chief Administrative Officer will exercise the option with the City to acquire the site during the next phase of work on the project.

ENVIRONMENTAL DOCUMENTATION

On February 11, 2003, your Board adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for this project.

CONTRACTING PROCESS

On February 21, 2002, Public Works issued a Request for Proposals to 21 firms recommended by the Architectural Evaluation Board to provide design and consultant services for potential library projects identified by your Board for Library Construction Bond Act applications. A total of nine firms submitted proposals. The proposals were evaluated by a panel of members from Public Library and Public Works based on technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the work requirements. The evaluation was done without regard to race, creed, color, or gender. On March 11, 2002, Public Works and Public Library selected and ranked the five best-qualified firms. Gruen Associates was determined to be the firm best qualified for this project.

On May 21, 2002 your Board awarded and authorized Public Works to execute an agreement with Gruen Associates for a not-to-exceed fee of $164,000 to provide architectural/engineering design and consultant services for submission of the State grant application. Under delegated authority, Public Works executed Supplemental Agreement 1 on December 2, 2003, increasing Gruen Associates' not-to-exceed fee to $166,427 for design revisions.

Gruen Associates has agreed to provide design and consultant services to complete the project for a not-to-exceed fee of $548,910. This fee includes architect/engineer design, construction administration, consultant services, and additional/reimbursable services. Consultant services will include planning/design of the furniture, fixtures, equipment, and graphic signage for the proposed library. The construction administration services will be billed only during construction. The fee for additional and reimbursable services will only be used if additional work is requested and approved by Public Works.

The negotiated fee for the Lawndale Library Project is based on the County's architect/engineer fee schedule approved by your Board on August 21, 1990. The negotiated fee has been reviewed by Public Works and is considered reasonable for the scope of work.

A standard agreement, in the form previously approved by County Counsel, will be used. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included.

As requested by your Board on August 12, 1997, and as a threshold requirement for consideration for contract award, Gruen Associates is willing to consider Greater Avenues for Independence Program/General Relief Opportunity for Work participants for future employment.

Gruen Associates is in full compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Services), and is aware of the Safely Surrendered Baby Law.

Gruen Associates' fee schedule, Community Business Enterprises participation data, and three-year contracting history are on file with Public Works.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will have no impact on current library services. The existing Lawndale Library will remain open and available to the public during construction of the new facility.

CONCLUSION

Please return one adopted copy of this letter to the Public Library, Department of Public Works, and Chief Administrative Office-Capital Projects Division. In addition, please return one copy of the Grant Agreement with the State with original signatures to the Public Library.

Respectfully submitted,

MARGARET DONNELLAN TODD
County Librarian

DONALD L. WOLFE
Director of Public Works

DAVID E. JANSSEN
Chief Administrative Office

Attachments

cc: County Counsel
Executive Office, Board of Supervisors
Department of Public Social Services (GAIN/GROW Program)

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Attachment A

LAWNDALE LIBRARY PROJECT

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Award Design Contract	08/16/05
Execute Design Contract	09/06/05
Schematic Design	11/14/05
Design Development	02/13/05
Construction Documents	08/02/06
Jurisdictional Approvals	11/14/06
Construction Award	02/13/07
Construction Start	04/20/07
Substantial Completion	05/19/08
Library Opening	12/01/08
Final Acceptance	01/08/09

II. PROJECT BUDGET SUMMARY

Budget Category	Board Approved Budget	Projected Escalation Impact	Current Project Estimate
Land Acquisition*	$ 3,065,000	$ 0	$ 3,065,000
Plans & Specifications	$ 395,636	$ 228,894	$ 624,530
Plan Check & Jurisdictional Reviews	$ 51,500	$ 700	$ 52,200
Construction			
Construction Contract	$ 4,962,644	$ 1,572,312	$ 6,534,956
Contingency	$ 496,264	$ 157,230	$ 653,494
Total Construction	$ 5,458,908	$ 1,729,542	$ 7,188,450
Furniture, Fixtures & Equipment	$ 1,260,574	$ 126,026	$ 1,386,600
Other Consultant Services	$ 380,598	$ 37,702	$ 418,300
Civic Art	$ 0	$ 83,000	$ 83,000
Library Materials	$ 720,000	$ 30,000	$ 750,000
County Services	$ 736,446	$ 585,374	$ 1,321,820
Total Project Budget	**$ 12,068,662**	**$ 2,821,238**	**$ 14,889,900**
Less Credit for Land**	$ (3,065,000)	$ 0	$ (3,065,000)
Net Project Cost	**$ 9,003,662**	**$ 2,821,238**	**$ 11,824,900**

* Appraised value of land. Not an actual expenditure by County.

** Bond Act Regulation allowed credit for appraised value of land.

GRANT AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY AND THE COUNTY OF LOS ANGELES

GRANT AWARD NO: 3011

SECTION 1. THE PARTIES

The parties of this Grant Award Agreement are the California State Library (State), the grantor, and the County of Los Angeles, the grantee.

SECTION 2. THE GRANT

As authorized by the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, with the approval of the California Public Library Construction and Renovation Board, the State hereby grants the County of Los Angeles (Grantee), the sum of $7,300,132 for the purpose of constructing the public library described in Grantee's Public Library Project Application Proposal No. 3011, which proposal is hereby incorporated by reference into this Agreement.

SECTION 3. TERMS OF AGREEMENT

A. This agreement is effective upon its execution by both parties and expires on _____.

B. Prior to the expiration of the term of this Agreement, State may extend the term of this Agreement, by written amendment hereto, if State, in its sole discretion, determines such extension is necessary.

SECTION 4. GRANT AWARD CONDITION

A. In all aspects of administration, implementation, and construction of its public library project, Grantee shall conform to the requirements of the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Act), the regulations implementing the Act, and shall expend grant funds in accordance with the Act and applicable regulations.

B. Grantee shall construct the library proposed in its Public Library Project Application Proposal No. 3011.

SECTION 5. GRANT PAYMENTS

A. Grantee shall submit to the State required financial and program performance reports satisfactory to the State detailing Grantee's expenditure of Grant funds.

B. Grant payments shall be payable on a reimbursement basis.

C. Payments shall be made no more frequently than on a monthly basis. Payment requests shall be made only for eligible project costs. Payment requests shall be submitted on a form prescribed by the State Librarian, and sent to:

Bond Act Fiscal Officer
California State Library
1029 J Street, Suite 400
Sacramento, CA 95814
916-445-9592

D. In the event that the funding provided is greater than the cost of Project, Grantee shall return the portion of funding which exceeds the cost of the Project to the State.

SECTION 6. PAYMENT RETENTION

State shall withhold 10% from each payment request, which shall be paid to the Grantee when all of the following have been completed:

A. All eligible project costs have been expended; and all required financial and performance reports concerning the Project have been submitted.

B. Grantee certifies, by providing a compliance letter from the local building official, that the building has been completed in accordance with the approved plans and specifications, including installation of book stacks.

C. Grantee shows evidence that the building title has been accepted by Grantee; and,

D. All ineligible cost issues, identified under interim or final audits performed by The California Department of Finance (DOF), have been resolved.

SECTION 7. SUSPENSION OR TERMINATION OF PAYMENT

State may at any time during the term of this Agreement, suspend or terminate payment to Grantee, in whole or in part, in the event of any of the following occurrences:

A. If Grantee has made or makes any material misrepresentation with respect to information or statements furnished to the State required by this Agreement.

B. If there is any litigation with respect to the performance by Grantee of any of its obligations under this Agreement, which may materially jeopardize or adversely affect the undertaking of, or carrying out of, the purposes of this Agreement.

C. If Grantee fails to comply with any of the terms of this Agreement.

D. If Grantee applies for, or consents to, or acquiesces in the appointment of a receiver, trustee, liquidator or custodian for all or part of its property; or if Grantee files a voluntary petition in bankruptcy or petition or an answer seeking liquidation or reorganization under the United States Bankruptcy Code or any other law related to bankruptcy or insolvency or relief of debtors.

SECTION 8. STATE'S RIGHT TO AUDIT

A. Grantee shall maintain, by generally accepted accounting principles applicable for local government, a complete record of all financial transactions related to this Agreement. The accounting standards used shall be those promulgated by the Government Accounting Standards Board and the Financial Accounting Standards Board in effect during the term of this Agreement.

B. In determining whether Grant funds are expended for intended purposes as prescribed under this Agreement, the entire Project, including the progress of the Project and Grant fund expenditures, are subject to audit and examination by the California Department of Finance (DOF) during the Project and for a period of five years after the final payment has been made, or for such longer period, if any, as is required by DOF.

C. Grantee agrees that the California State Library and DOF auditors or representatives, upon reasonable advance notice to Grantee, shall have access and the right to audit, examine, and make excerpts or transcripts of or from records. Records include contracts, subcontracts, invoices, receipts, payrolls and personnel information, conditions of employment, documents of change orders, budget change requests, indirect costs allocation plan, and all other data or financial records relating to matters covered under this Agreement.

D. Grantee further agrees that such right of State to examine or audit shall continue for five (5) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. Grantee shall preserve and make available its records (i) until the expiration of five (5) years from the date of expiration or sooner termination of this Agreement, or (ii) for such longer period, if any, as is required by DOF.

SECTION 9. INELIGIBLE COSTS, OFFSET AND RESTITUTION

A. Ineligible costs may be identified through audits, Grantee monitoring or other sources of information that become available to State.

B. Ineligible costs shall also include expended costs concluded to be ineligible during The California Department of Finance's interim or final audits of grant fund expenditures. Further, the ineligible costs may be applied to offset subsequent payments to Grantee required under this Agreement. In the event that ineligible costs exceed subsequent payments, Grantee shall repay the excess to State within ninety (90) days unless otherwise extended by the State.

C. Without limiting any other contractual remedies available to State for breach of this Agreement, Grantee agrees to make restitution to State for any cost incurred by Grantee and paid with bond funds that are not allowable under applicable State statutes, rules, regulations, policies and procedures, or the terms of this Agreement.

SECTION 10. FUNDING CONTINGENCY

Funding of this agreement is contingent upon availability of funding through the sale of General Obligation Bonds and/or General Fund loans requested by State. In addition, this Agreement is subject to any law or additional restrictions, limitations, or conditions enacted by the Legislature that may affect the provisions, terms or funding of this Agreement in any manner. This contingency will remain in effect during the entire term of the Agreement, including any extension to the term agreed upon by State and Grantee.

SECTION 11. RESOLUTION OF DISPUTES

If Grantee and State cannot agree on disposition of State Building Code (California Code of Regulations, Part 1, Title 24) matters during any reviews by State, State and Grantee may submit such matters to The Division of State Architect (DSA), California Department of General Services, for determination. Both State and Grantee should accept the DSA determination as final disposition of such matters.

SECTION 12. COMPLIANCE WITH LAWS

Grantee shall comply with all applicable laws, ordinances, codes and regulations of federal, state, and local governments in carrying out its obligations under this agreement.

SECTION 13. WAIVER

Grantee agrees that waiver by the State of any breach or violation of the terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

SECTION 14. SEVERABILITY

If any term, covenant, condition or provision of this Agreement, or the Application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the Application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 15. PRIOR AGREEMENTS AND AMENDMENTS

This Agreement, including all Exhibits attached hereto, represents the entire Agreement of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

SECTION 16. MISCELLANEOUS PROVISIONS

A. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

B. Where this Agreement refers to State and no officer of the State is named, the State Librarian or his or her designee(s) shall have the authority to act on State's behalf.

SECTION 17. AUTHORITY AND STATUS OF GRANTEE

A. Grantee represents and warrants that the individual who executes this Agreement is duly authorized to do so by Grantee.

B. Grantee warrants that it will possess all the necessary licenses and/or permits required by any governmental agency in order to carry out the purpose contemplated herein.

APPROVED AS TO FORM

CALIFORNIA STATE LIBRARY
STATE LIBRARIAN OF CALIFORNIA

_____
SUSAN HILDRETH DATE

GRANTEE

_____
AGENCY

_____
AUTHORIZED SIGNATURE DATE

_____
PRINTED NAME AND TITLE OF PERSON SIGNING

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR., County Counsel

By: Helen L. Parker
Helen Parker
Deputy