

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
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AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of December 4, 2006 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 14, 2006, by and between POST, BUCKLEY, SCHUH & JERNIGAN, INC., a Florida corporation, doing business as PBS&J, with a place of business at 625 The City Drive South, Suite 200, Orange, California 92868-4946 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with the first phase, which includes Tasks 0.0 through 4.1.10 more particularly described in Exhibit "A", of design development engineering for the Long Beach Sports Park Design Project ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described as Tasks 0.0 through 4.1.10 in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed \$1,526,107.00, at the rates or charges shown in Exhibit "A". Consultant shall not be permitted to increase the

1 rates and charges shown in Exhibit "A" at any time during the term of this Agreement.

2 B. Consultant may select the time and place of performance for these
3 services provided, however, that access to City documents, records, and the like, if needed
4 by Consultant, shall be available only during City's normal business hours and provided
5 that milestones for performance, if any, are met.

6 C. Consultant has requested to receive regular payments. City shall pay
7 Consultant in due course of payments following receipt from Consultant and approval by
8 City of invoices showing the services or tasks performed, the time expended (if billing is
9 hourly), and the name of the Project. Consultant shall certify on the invoices that
10 Consultant has performed the services in full conformance with this Agreement and is
11 entitled to receive payment. Each invoice shall be accompanied by a progress report
12 indicating the progress to date of services performed and covered by the invoice, including
13 a brief statement of any Project problems and potential causes of delay in performance,
14 and listing those services that are projected for performance by Consultant during the next
15 invoice cycle. Where billing is done and payment is made on an hourly basis, the parties
16 acknowledge that this arrangement is either customary practice for Consultant's profession,
17 industry or business, or is necessary to satisfy audit and legal requirements which may
18 arise due to the fact that City is a municipality.

19 D. Consultant represents that Consultant has obtained all necessary
20 information on conditions and circumstances that may affect its performance and has
21 conducted site visits, if necessary.

22 E. **CAUTION:** Consultant shall not begin work until this Agreement has been
23 signed by both parties and until Consultant's evidence of insurance has been delivered to
24 and approved by City.

25 2. TERM. The term of this Agreement shall commence at midnight on
26 November 5, 2006, and shall terminate at 11:59 p.m. on May 4, 2008, unless sooner
27 terminated as provided in this Agreement, or unless the services or the Project is
28 completed sooner.

1 3. COORDINATION AND ORGANIZATION.

2 A. Consultant shall coordinate its performance with City's representative, if
3 any, named in Exhibit "B", attached to this Agreement and incorporated by this reference.
4 Consultant shall advise and inform City's representative of the work in progress on the
5 Project in sufficient detail so as to assist City's representative in making presentations and
6 in holding meetings on the Project. City shall furnish to Consultant information or
7 materials, if any, described in Exhibit "C" attached to this Agreement and incorporated by
8 this reference, and shall perform any other tasks described in the Exhibit.

9 B. The parties acknowledge that a substantial inducement to City for entering
10 this Agreement was and is the reputation and skill of Consultant's key employee Joseph
11 Almurda. City shall have the right to approve any person proposed by Consultant to
12 replace that key employee.

13 4. INDEPENDENT CONTRACTOR. In performing its services, Consultant

14 is and shall act as an independent contractor and not an employee, representative or agent
15 of City. Consultant shall have control of Consultant's work and the manner in which it is
16 performed. Consultant shall be free to contract for similar services to be performed for
17 others during this Agreement provided, however, that Consultant acts in accordance with
18 Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that
19 (a) City will not withhold taxes of any kind from Consultant's compensation; (b) City will not
20 secure workers' compensation or pay unemployment insurance to, for or on Consultant's
21 behalf; and (c) City will not provide and Consultant is not entitled to any of the usual and
22 customary rights, benefits or privileges of City employees. Consultant expressly warrants
23 that neither Consultant nor any of Consultant's employees or agents shall represent
24 themselves to be employees or agents of City.

25 5. INSURANCE. As a condition precedent to the effectiveness of this

26 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
27 of this Agreement from insurance companies that are admitted to write insurance in
28 California or from authorized non-admitted insurance companies that have ratings of or

1 equivalent to A:VIII by A.M. Best Company the following insurance:

2 (a) Commercial general liability insurance (equivalent in scope to ISO
3 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
4 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
5 coverage shall include but not be limited to broad form contractual liability,
6 cross liability, independent contractors liability, and products and completed
7 operations liability. City, its officials, employees and agents shall be named
8 as additional insureds by endorsement (on City's endorsement form or on an
9 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG
10 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no
11 special limitations on the scope of protection given to City, its officials,
12 employees and agents.

13 (b) Workers' Compensation insurance as required by the California
14 Labor Code and employer's liability insurance in an amount not less than
15 \$1,000,000.

16 (c) Professional liability or errors and omissions insurance in an
17 amount not less than \$1,000,000 per claim.

18 (d) Commercial automobile liability insurance (equivalent in scope to
19 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
20 not less than \$500,000 combined single limit per accident.

21 Any self-insurance program, self-insured retention or deductible must be
22 separately approved in writing by City's Risk Manager or designee and shall protect City,
23 its officials, employees and agents in the same manner and to the same extent as they
24 would have been protected had the policy or policies not contained retention or deductible
25 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
26 reduced, non-renewed or canceled except after thirty (30) days prior written notice to City,
27 and shall be primary and not contributing to any other insurance or self-insurance
28 maintained by City. Consultant shall notify City in writing within five (5) days after any

1 insurance has been voided by the insurer or cancelled by the insured. If this coverage is
2 written on a "claims made" basis, it must provide for an extended reporting period of not
3 less than one (1) year, commencing on the date this Agreement expires or is terminated,
4 unless Consultant guarantees that Consultant will provide to City evidence of
5 uninterrupted, continuing coverage for a period of not less than three (3) years,
6 commencing on the date this Agreement expires or is terminated.

7 Consultant shall require that all subconsultants or contractors that Consultant
8 uses in the performance of these services maintain insurance in compliance with this
9 Section unless otherwise agreed in writing by City's Risk Manager or designee.

10 Prior to the start of performance, Consultant shall deliver to City certificates
11 of insurance and endorsements for approval as to sufficiency and form. In addition,
12 Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City
13 certificates of insurance and endorsements evidencing renewal of the insurance. City
14 reserves the right to require complete certified copies of all policies of Consultant and
15 Consultant's subconsultants and contractors, at any time. Consultant shall make available
16 to City's Risk Manager or designee all books, records and other information relating to this
17 insurance, during normal business hours.

18 Any modification or waiver of these insurance requirements shall only be
19 made with the approval of City's Risk Manager or designee. Not more frequently than
20 once a year, City's Risk Manager or designee may require that Consultant, Consultant's
21 subconsultants and contractors change the amount, scope or types of coverages required
22 in this Section if, in his or her sole opinion, the amount, scope or types of coverages are
23 not adequate.

24 The procuring or existence of insurance shall not be construed or deemed
25 as a limitation on liability relating to Consultant's performance or as full performance of or
26 compliance with the indemnification provisions of this Agreement.

27 **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement contemplates
28 the personal services of Consultant and Consultant's employees, and the parties

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1 acknowledge that a substantial inducement to City for entering this Agreement was and is
2 the professional reputation and competence of Consultant and Consultant's employees.
3 Consultant shall not assign its rights or delegate its duties under this Agreement, or any
4 interest in this Agreement, or any portion of it, without the prior approval of City, except that
5 Consultant may with the prior approval of the City Manager of City, assign any moneys due
6 or to become due Consultant under this Agreement. Any attempted assignment or
7 delegation shall be void, and any assignee or delegate shall acquire no right or interest by
8 reason of an attempted assignment or delegation. Furthermore, Consultant shall not
9 subcontract any portion of its performance without the prior approval of the City Manager
10 or designee, or substitute an approved subconsultant or contractor without approval prior
11 to the substitution. Nothing stated in this Section shall prevent Consultant from employing
12 as many employees as Consultant deems necessary for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
14 certifies that, at the time Consultant executes this Agreement and for its duration,
15 Consultant does not and will not perform services for any other client that would create a
16 conflict, whether monetary or otherwise, as between the interests of City and the interests
17 of that other client. And, Consultant shall obtain similar certifications from Consultant's
18 employees, subconsultants and contractors.

19 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,
20 materials, tools, machinery, equipment, appliances, transportation and services necessary
21 to or used in the performance of Consultant's obligations under this Agreement, except as
22 stated in Exhibit "C".

23 9. OWNERSHIP OF DATA. All materials, information and data prepared,
24 developed or assembled by Consultant or furnished to Consultant in connection with this
25 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
26 graphs, charts, computer disks, computer source documentation, samples, models,
27 reports, summaries, drawings, designs, notes, plans, information, material and
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and
2 for any purpose without payment of further compensation to Consultant. Copies of Data
3 may be retained by Consultant but Consultant warrants that Data shall not be made
4 available to any person or entity for use without the prior approval of City. This warranty
5 shall survive termination of this Agreement for five (5) years.

6 10. TERMINATION. Either party shall have the right to terminate this
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
8 prior notice to the other party. In the event of termination under this Section, City shall pay
9 Consultant for services satisfactorily performed and costs incurred up to the effective date
10 of termination for which Consultant has not been previously paid. The procedures for
11 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
12 termination, Consultant shall deliver to City all Data developed or accumulated in the
13 performance of this Agreement, whether in draft or final form, or in process. And,
14 Consultant acknowledges and agrees that City's obligation to make final payment is
15 conditioned on Consultant's delivery of the Data to City.

16 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
17 shall not disclose the Data or use the Data directly or indirectly other than in the course of
18 performing its services, during the term of this Agreement and for five (5) years following
19 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
20 all information, whether written, oral or visual, obtained by any means whatsoever in the
21 course of performing its services for the same period of time. Consultant shall not disclose
22 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
23 of others except for the purpose of this Agreement.

24 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a
25 breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant
26 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
27 breach of this Agreement by Consultant; or (c) a third party who has a right to disclose
28 does so to Consultant without restrictions on further disclosure; or (d) must be disclosed

1 pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

3 A. Any costs incurred by City due to Consultant's failure to meet the
4 standards required by the scope of work or Consultant's failure to perform fully the tasks
5 described in the scope of work which, in either case, causes City to request that Consultant
6 perform again all or part of the Scope of Work shall be at the sole cost of Consultant and
7 City shall not pay any additional compensation to Consultant for its re-performance.

8 B. If the Project involves construction and the scope of work requires
9 Consultant to prepare plans and specifications with an estimate of the cost of construction,
10 then Consultant may be required to modify the plans and specifications, any construction
11 documents relating to the plans and specifications, and Consultant's estimate, at no cost
12 to City, when the lowest bid for construction received by City exceeds by more than ten
13 percent (10%) Consultant's estimate. This modification shall be submitted in a timely
14 fashion to allow City to receive new bids within four (4) months after the date on which the
15 original plans and specifications were submitted by Consultant.

16 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
17 amended, nor any provision or breach waived, except in writing signed by the parties that
18 expressly refers to this Agreement.

19 15. LAW. This Agreement shall be governed by and construed pursuant to
20 the laws of the State of California (except those provisions of California law pertaining to
21 conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations
22 of and obtain all permits, licenses and certificates required by all federal, state and local
23 governmental authorities.

24 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
25 constitutes the entire understanding between the parties and supersedes all other
26 agreements, oral or written, with respect to the subject matter in this Agreement.

27 17. INDEMNITY. Consultant shall, with respect to services performed in
28 connection with this Agreement, indemnify and hold harmless City, its Boards,

1 Commissions, and their officials, employees and agents (collectively in this Section, "City")
2 from and against any and all liability, claims, demands, damage, loss, causes of action,
3 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and
4 expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include
5 allegations and include by way of example but are not limited to: Claims for property
6 damage, personal injury or death arising in whole or in part from any negligent act or
7 omission of Consultant, its officers, employees, agents, sub-consultants or anyone under
8 Consultant's control (collectively "Indemnitor"); Consultant's breach of this Agreement;
9 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
10 in any way to worker's compensation. Independent of the duty to indemnify and as a
11 free-standing duty on the part of Consultant, Consultant shall defend City and shall
12 continue this defense until the Claim is resolved, whether by settlement, judgment or
13 otherwise. No finding or judgment of negligence, fault, breach or the like on the part of
14 Indemnitor shall be required for the duty to defend to arise. Consultant shall notify City of
15 any Claim within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall
16 tender the defense of the Claim to Consultant, and shall assist Consultant, as may be
17 reasonably requested, in the defense.

18 18. AMBIGUITY. In the event of any conflict or ambiguity between this
19 Agreement and any Exhibit, the provisions of this Agreement shall govern.

20 19. COSTS. If there is any legal proceeding between the parties to enforce
21 or interpret this Agreement or to protect or establish any rights or remedies under it, the
22 prevailing party shall be entitled to its costs and expenses, including reasonable attorney's
23 fees and court costs (including appeals).

24 20. NONDISCRIMINATION. In connection with performance of this
25 Agreement and subject to applicable rules and regulations, Consultant shall not
26 discriminate against any employee or applicant for employment because of race, religion,
27 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability.
28 Consultant shall ensure that applicants are employed, and that employees are treated

1 during their employment, without regard to these bases. These actions shall include, but
2 not be limited to, the following: employment, upgrading, demotion or transfer, recruitment
3 or recruitment advertising, layoff or termination, rates of pay or other forms of
4 compensation, and selection for training, including apprenticeship.

5 It is the policy of City to encourage the participation of Disadvantaged,
6 Minority and Women-owned Business Enterprises in City's procurement process, and
7 Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants
8 and contractors to the fullest extent consistent with the efficient performance of this
9 Agreement. Consultant may rely on written representations by subconsultants and
10 contractors regarding their status. City's policy is attached as Exhibit "D" to this
11 Agreement. Consultant shall report to City in May and in December or, in the case of
12 short-term agreements, prior to invoicing for final payment, the names of all subconsultants
13 and contractors hired by Consultant for this Project and information on whether or not they
14 are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in
15 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

16 21. NOTICES. Any notice or approval required by this Agreement shall be
17 in writing and personally delivered or deposited in the U.S. Postal Service, first class,
18 postage prepaid, addressed to Consultant at the address first stated above, and to City at
19 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a copy
20 to the City Engineer at the same address. Notice of change of address shall be given in
21 the same manner as stated for other notices. Notice shall be deemed given on the date
22 deposited in the mail or on the date personal delivery is made, whichever occurs first.

23 22. COPYRIGHTS AND PATENT RIGHTS.

24 A. Consultant shall place the following copyright protection on all Data: ©
25 City of Long Beach, California _____, inserting the appropriate year.

26 B. City reserves the exclusive right to seek and obtain a patent or copyright
27 registration on any Data or other result arising from Consultant's performance of this
28 Agreement. By executing this Agreement, Consultant assigns any ownership interest

1 Consultant may have in the Data to City.

2 C. Consultant warrants that the Data does not violate or infringe any patent,
3 copyright, trade secret or other proprietary right of any other party. Consultant agrees to
4 and shall protect, defend, indemnify and hold City, its officials and employees harmless
5 from any and all claims, demands, damages, loss, liability, causes of action, costs or
6 expenses (including reasonable attorney's fees), whether or not reduced to judgment,
7 arising from any breach or alleged breach of this warranty.

8 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that
9 Consultant has not employed or retained any entity or person to solicit or obtain this
10 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
11 commission, or other monies based on or from the award of this Agreement. If Consultant
12 breaches this warranty, City shall have the right to terminate this Agreement immediately
13 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
14 due under this Agreement or otherwise recover the full amount of the fee, commission or
15 other monies.

16 24. WAIVER. The acceptance of any services or the payment of any money
17 by City shall not operate as a waiver of any provision of this Agreement or of any right to
18 damages or indemnity stated in this Agreement. The waiver of any breach of this
19 Agreement shall not constitute a waiver of any other or subsequent breach of this
20 Agreement.

21 25. CONTINUATION. Termination or expiration of this Agreement shall not
22 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,
23 19, 22 and 28 prior to termination or expiration of this Agreement.

24 26. TAX REPORTING. As required by federal and state law, City is
25 obligated to and will report the payment of compensation to Consultant on
26 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and
27 state taxes resulting from payments under this Agreement. Consultant's Employer
28 Identification Number is [REDACTED] If Consultant has a Social Security Number rather

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1 than an Employer Identification Number, then Consultant shall submit that Social Security
2 Number in writing to City's Accounts Payable, Department of Financial Management.
3 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
4 Consultant provides one of these numbers.

5 27. ADVERTISING. Consultant shall not use the name of City, its officials
6 or employees in any advertising or solicitation for business or as a reference, without the
7 prior approval of the City Manager or designee.

8 28. AUDIT. City shall have the right at all reasonable times during the term
9 of this Agreement and for a period of five (5) years after termination or expiration of this
10 Agreement to examine, audit, inspect, review, extract information from, and copy all books,
11 records, accounts and other documents of Consultant relating to this Agreement.

12 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
13 designed to or entered for the purpose of creating any benefit or right for any person or
14 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.,
a Florida corporation, doing business as PBS&J

OCTOBER 26th, 2006

By Sam A. Hout
VICE President
SAM A. HOUT
(Type or Print Name)

OCTOBER 26th, 2006

By Michael J. Buhse
SENIOR Secretary VICE PRESIDENT
MICHAEL J. BUHSE
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH

12.2, 2006

By [Signature]
City Manager

"City"

This Agreement is approved as to form on 11/17, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]
Senior Deputy

Robert E. Shannon
City Attorney of Long Beach
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Long Beach, California 90802-4664
Telephone (562) 570-2200

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EXHIBIT “A”

Scope of Work

Having worked on the EIR for the Long Beach Sports Park Project, the PBS&J Team is thoroughly familiar with the tasks necessary to successfully deliver this project.

TECHNICAL APPROACH/WORK PLAN

Our approach to this project is one that has proven successful in the design development and final engineering of similar projects requiring specialized expertise with multi discipline design and coordination. The approach has four basic elements:

- Understanding of the project requirements, goals and objectives;
- Project Management approach to control and implement the design, including on going communication with you as the Client and with the regulatory agencies to refine the goals and objectives throughout the design process;
- Technical approach to execute and complete the design and construction, including on going communication and coordination with the design team; and,
- Quality Assurance Program to coordinate and check interdisciplinary design and construction through all tasks.

PROJECT OVERVIEW

The project site is approximately 56 acres in the City of Long Beach. The site is located north of the Sunnyside and Municipal Cemeteries, west of California Avenue, east of Orange Avenue, and south of Spring Street. The project site is encumbered with old utilities and contamination due to past oil and gas production. The City has successfully completed the Environmental Impact Report (EIR) for the project and produced the necessary mitigation measures required to carry the project forward through design development and final design.

The City is proposing to design and construct the Sports Park Project including its many features; 6 baseball/softball fields, 3 soccer fields, 2 sand volleyball courts, batting cage, skate park, children's playground, concession buildings, multi-purpose pavilions, restrooms, maintenance building, entrance pavilion, and other improvements. (See attached site plan.)

PROJECT REQUIREMENTS

The project will require a design team with multidisciplinary expertise in the following areas:

- Project management and coordination.
- Land development in the Long Beach area and recent experience working with all affected jurisdictions and agencies.
- Specialized experience in sports park design and construction.
- Knowledge of dry and wet utilities.
- Architectural, Landscape Architectural, Civil, Structural, Mechanical, and Electrical design.

- Specialized knowledge of the effects of on-going oil operations, and operating and effluent pipelines which are possibly under positive and negative pressure.
- Specialized knowledge in the creation of sustainable seasonable wetlands.
- Schedule and cost control.
- Environmental Considerations and mitigation measures implementation.
- Knowledge of ADA requirements.

LAND DEVELOPMENT EXPERIENCE

Developing an urban site requires a complete understanding of each of the local jurisdiction's requirements and restrictions. The PBS&J Team has been working with the City of Long Beach and each of the affected agencies on this project the past 5 years. We understand what is required and who to contact to get issues resolved in a timely manner. Joseph Almurda, our Project Manager, has extensive local experience in all areas of land development and will provide continuous project management and coordination on this project.

SPECIALIZED EXPERIENCE IN SPORTS PARK DESIGN AND CONSTRUCTION

Knowledge of sports park development is essential in producing a workable design. The PBS&J Team's experience, qualifications, and staff biographies indicate extensive experience in this area. All our Team members have worked on this project during the EIR process and will continue working on it until successful completion of construction.

KNOWLEDGE OF DRY AND WET UTILITIES

Special attention must be given to the development of site utilities and to the protection of existing oil structures. Knowledge of this equipment is essential to provide an efficient facility. The PBS&J team members are familiar with all of the dry and wet utilities that are required to remain in place and the utilities that need to be designed for the project. A detailed utilities plan will be produced to ensure no surprises arise during construction.

ARCHITECTURAL, STRUCTURAL, MECHANICAL, AND ELECTRICAL DESIGN

The functional design of the sports park, needs to provide an attractive, orderly, safe, and efficient environment for the City. The quality of the working environment and its impact upon the park users are largely a result of the architectural organization of park features, treatment of materials, and facilities layout. The proposed team expertise and previous experience with Long Beach enable the PBS&J Team to advance the functional layout based on guidelines developed during the Schematic Phase and continue through final design.

A visually effective and easily maintainable landscape will be designed to produce a state of the art park facility. Planting material will be chosen to minimize maintenance efforts. Proper layout and site design will also help to minimize vandalism and security problems.

The PBS&J Team has some of the most talented staff of architects, civil, structural, mechanical, electrical, and traffic engineers and landscape architects. The proposed team members in each of these disciplines have worked together on this project and are readily available to provide final design services to the City.

COST / SCHEDULE CONTROL

Cost and schedule control throughout the design process is essential to maximize the design quality of the project within a given budget. Providing timely, accurate cost data is essential to aid decision making and provide value to the client. Construction costs including material and labor are constantly changing due to material availability and local market conditions. It is important to have a cost estimator that is not only experienced, but is also on top of the local conditions and trends as they relate to construction costs in the project locale. The estimating staff will ensure compliance with construction cost indices and will help develop a thorough cost estimate for the project.

ENVIRONMENTAL CONSIDERATIONS

The design of the sports park must be sensitive to and complement the adjacent land use and the surrounding community. Special attention must be given to prevent the discharge of harmful fluids, such as oil, into the drainage systems. Our Team has prepared the EIR. This report identifies the environmental mitigation measures required for project approval. The PBS&J Team will implement the mitigation measures and will confer with the City to ensure that all of the required mitigation measures are fully address in the design of the facility.

KNOWLEDGE OF ADA REQUIREMENTS

The proposed team architects are very familiar with the City's ADA requirements and has been personally responsible for reviewing parks, recreation facilities, schools, and library facilities for compliance with ADA requirements and recommending improvements where the facilities were deficient. We will bring this expertise to this project to ensure that applicable ADA requirements are incorporated into the design of the sports park.

TECHNICAL APPROACH/WORK BREAKDOWN STRUCTURE**TASK 0 – PROJECT MANAGEMENT AND COORDINATION**

The PBSJ Team will provide coordination with the City and all project consultants. The Team will attend project meetings with the City's Project Manager and jurisdictional agencies. This task includes the overall project management, project set up, subconsultant coordination, design meetings, progress reporting, and invoicing. This task also includes attending public hearings and City Council meetings and the preparation of presentation materials during all project development phases.

TASK 1 – REVIEW AND ASSESSMENT OF EXISTING DATA

Initial data to be obtained will include: local, state and federal regulations and required agency approvals; existing survey/property records and mapping; existing geotechnical reports, specialty studies, and concept designs; and utility services.

TASK 1.1 – SITE INVENTORY

Initial work under this task will include re-orienting the team members to the common goals of the project and establishing individual and team administrative responsibilities in addition to scheduling of technical functions and submittal requirements. The following activities are part of this task:

- a. A field review of the site to visually confirm current conditions, as well as a review of the City requirements and conditions of approval will be conducted with team members to develop a better understanding of the project.

- b. Initial contacts will be made with all governing organizations, utilities and other designated agencies to establish working relationships.
- c. Develop contact and utilities matrices and determine roles and responsibilities
- d. Photograph and log in a manner to provide an expeditious technical reference resource field conditions such as:
 - Locations of existing buildings prior to demolition, roadways, alleys and driveways which may effect the subject site.
 - Locations of major drainage channels or culverts passing near or through the subject site.
 - Existing land uses of the subject site and surrounding properties.
 - Power and telephone lines, poles and structures including high voltage transmission and distribution lines, fire hydrants, manholes, catch basins and signs posting underground utilities, cables, gas lines or oil lines.
 - Trees and or other vegetation present which may require preservation or special attention in conjunction with the development.

Task 1.1.1 Review of Surveys and Mapping Data

The property lines established by exiting surveys, as well as horizontal and vertical control points, will be reviewed to identify the additional data required that will be developed in Task 2 - Topographic and Boundary Survey. The Project Team will perform topographic surveys of the site as well as locating existing structures, utilities, trees and other pertinent site features, and adjacent rights of way.

Task 1.1.2 Inventory of Existing Utilities and Permit Requirement

Existing utilities within the project area, including drainage structures and those utilities, which will be required to provide service to the proposed facility will be identified, sized, and located. Review of available as built drawings will be performed to verify locations of all above and below ground utility services. Need for additional utility data will be identified and coordinated with the survey team to provide updated utilities data to prepare base maps.

TASK 1.2 – SITE ANALYSIS AND FEASIBILITY REPORT

PBS&J will review the site-specific conditions and local jurisdictional requirements for zoning and permitting processes, and site design criteria, which may impact the project. The Team will review the existing report and supplement it as necessary. The PBS&J Team will:

- a: Attend meetings with the jurisdictional authorities and representatives from the local utility companies to review and update site design requirements and obtain updated information available to determine applicable design criteria, plan approval processes, and available off-site and on-site utilities and infrastructure, to include the following:
 - Identification of Present Zoning Classification, Ordinances and applicable site engineering codes and/or restrictions.
 - Site Plan Approval Process (es).
 - Platting Requirements and Process.
 - Storm Water Management Requirements and Permitting/Plan Approval.

- Domestic and Reclaimed Water Availability, Requirements and Permitting/Plan Approval.
 - Fire Protection Water Availability, Requirements and Permitting/Plan Approval.
 - Sanitary Sewer Availability, Requirements and Permitting/Plan Approval.
 - Electric Service Availability and Requirements.
 - Telephone Service Availability and Requirements.
 - Natural Gas Service Availability and Requirements.
 - Cable TV Availability and Requirements.
 - Roadways – Availability and Driveway Connection Requirements
- Preliminary Project Schedule.
- b. Review site-specific information provided by the City, the City's Representative, and/or the local authorities and prepare an updated Site Analysis Report to include the following:
 - Identification of present and pending zone requirements, filing deadlines and hearing dates, if applicable.
 - Available and proposed utilities (on and off-site conditions) including water and sanitary sewer, storm sewer, telephone, electricity, cable television, oil wells and gas.
 - Advisement on any easements, right-of-way, land exchange, ingress/egress setbacks, and off-site utility and drainage issues affecting the site.
 - Advisement on Federal, State, County and City and other agency approval and permit requirements. Provide detailed outline and understanding of the submittal process, submittal requirements, critical dates, public hearings, etc.
 - Provide a time line for securing necessary approvals and/or permits.
 - Provide a schedule for installation of utilities required and related tap fees, impact fees, etc.
 - Preliminary project schedule.
 - Assist in determining quantities for site development for use in the preliminary cost estimate.
 - c. Submit an updated preliminary Site Analysis/Feasibility Report to the City of Long Beach for review and comment.
 - d. Incorporate comments from the City to include estimated site development costs and preliminary project schedule.

TASK 1.3 – LANDSCAPE MASTER PLAN REFINEMENT

Task 1.3.1 Research

- a. Meet with the client to review project scope, understand key project issues, requirements for the site, clarify City Council Conditions of Approval, refine time schedules and review the existing site documentation. Work with the City of Long Beach in establishing a Project Committee that will participate in the evolution of the project, from the initial Master Plan Refinement through the development of the Construction Documents. Discuss and identify the preferred method of

interacting with other vested entities; Big League Dreams, Sport Organizations, Trail Advocates, Environmentalist, etc. and members of the community.

- b. Review all documentation available from the City and PBS&J pertaining to this project, including available boundary survey, topographic map in digital format, aerial photo, title report, existing plans and reports, "As-built" plans, environmental assessment, and proposed adjacent development to plans.
- c. Acquire available base map and resource information. In general, we anticipate the following resources will be necessary to be furnished by the PBS&J to RJM:
 - Topographic and boundary survey in digital format
 - As built information of existing facilities/utilities
 - Existing Tree Inventory/Arborist Report
 - Geotechnical Soils Investigation Information
 - Environmental Impact Assessment (as available)
 - Related Studies/Documents
 - "BLD" Program elements (number/size of building components)

Note: Fields and Architectural Elements will be provided in Auto Cadd format from BLD to Consultant Team Members

- d. Assist City Staff in the establishment of a Project Committee to participate in the evolution of the Long Beach Sports Park. Project Committee members may include: Council members, Commissioners, City Staff, and other vested entities.

MEETINGS: Kickoff meeting with key players to establish milestones, project goals, obtain documentation and together, establish project schedule.

PRODUCTS: Preliminary schedule and resource document file.

Task 1.3.2 Landscape Evaluation of Master Plan Opportunities

- a. Prepare digital base map in Auto Cadd format of all proposed facilities and site features.
- b. Meet with representatives from Public Works to discuss opportunities for incorporating water quality enhancements within the overall project development.
- c. Evaluate circulation and site access opportunities for both pedestrian and vehicular traffic including well access, maintenance access, and public access to passive open space areas.
- d. Discuss and evaluate various educational and interpretive opportunities (oil industry, environmental, wetland, water quality, etc.)
- e. Meet with the City staff to present analysis findings and discuss potential needs and suggested refinement.

MEETINGS: City staff meeting to present and discuss findings
Long Beach Water Division meeting to discuss opportunities

PRODUCTS: Minutes for all Project Meetings, base map at appropriate scale for site studies; site access evaluation, listing of potential educational and interpretive opportunities will be provided.

TASK 2 – TOPOGRAPHIC AND BOUNDARY SURVEY

This task consists of undertaking topographic, boundary, horizontal and vertical control surveys necessary for the project. These surveys will also locate and identify sources of power, water and other utilities such as existing storm water, wastewater, and natural gas and oil lines. Any existing property survey information furnished by the City will be field checked by the design team's surveyor. The data obtained from field surveys will be used to develop soil, topographic, utility, and base maps for the site. The surveyor will also lay the grid and will coordinate soil boring locations on the site drawings.

TASK 2.1 – SURVEY SCOPE OF WORK - ONSITE

- a. Office Support
 - Research to obtain bench marks and record maps.
 - Review and analyze title report, including back-up documents (provided by others), record maps and survey data.
 - Mapping - prepare a constraints map.
- b. Field Surveying
 - Locate bench marks and transfer elevations to site.
 - Locate and verify existing monumentation on parcel boundary and adjoining streets.
 - Set 6 aerial targets and tie horizontally and vertically to existing control.
- c. Photogrammetry - flight, photography and photogrammetric mapping provided by Arrowhead Mapping.

TASK 2.2 – SURVEY SCOPE OF WORK - OFFSITE

- a. Office Support
 - Research to obtain bench marks and record maps.
 - Mapping - prepare a plot of the record centerline.
- b. Field Surveying
 - Locate and verify existing centerline monumentation.
 - Set 7 aerial targets and tie horizontally and vertically to existing control.
- c. Photogrammetry - flight, photography and photogrammetric mapping provided by Arrowhead Mapping.

TASK 2.3 – ALTA / ACSM SURVEY MAPPING***Task 2.3.1 ALTA Survey***

- a. Provide a boundary survey, which meets the minimum standard detail requirements and classifications for an Urban ALTA/ACSM Land Title Survey. Items to be included from Table “A”, Copy Attached, for optional survey responsibilities and specifications shall be items 1, 2, 3, 4, 6, 7(a), 8, 10, 11 and 13.
- b. Establish boundary of tract and identify significant differences between established boundary and deed or plat.
- c. Locate right of way, easements, setbacks or building restriction lines, locations of utilities including sanitary sewer, water, storm sewer, oil wells, pipelines, tanks, natural gas, electric services, telephone and cable TV, fiber optics serving or other surface improvements existing on the property. Provide names of adjoining property owners as they appear of record and recorded lot or parcel numbers.
- d. Identify interior boundaries of individual parcels, which may make up the entire subject property. If required, provide legal descriptions of each individual parcel as per the project Title Report as well as a new composite legal description of the entire parcel with accurate acreage calculations.
- e. Provide flood zone designation with proper annotation based on Federal Flood Insurance Rate Maps or the state or local equivalent.
- f. If required, provide a property tax identification number for each parcel.
- g. The Civil/Site Design Consultant will incorporate comments requested by the real estate attorney and/or title company as directed by the Client or the Client’s Representative. Submit the final signed and sealed survey to the real estate attorney and client as required for inclusion with the closing documents.
- h. Locate on the topographic survey, waters of the U.S./wetlands delineated by others and provide acreage’s of each individual wetland or waters of the U.S.
- i. Plat or map of survey is to be produced on AutoCAD with a scale of 1”=40’.

TASK 2.4 – LAND EXCHANGE AND PROPERTY AND SURFACE RIGHT ACQUISITION (OPTIONAL TASK)

- a. Review correspondence and previous agreements between the City of Long Beach, The Exxon Land, UGI and other involved landowners.
- b. Advise the City on easement rights and the needs for easement relinquishing.
- c. Prepare grant deeds, legal descriptions (metes and bounds) and plats for each of the property to be acquired based on the final adopted site plan.

TASK 3 – SCHEMATIC DESIGN PHASE (35%)

This task involves developing an advanced concept design for the Project including the general layout and functions for the site and each building. The design team will initiate investigation and review systems that could be incorporated into the project. The Team evaluation will include structure, mechanical, electrical, HVAC, plumbing, life safety, communications, and security and will include system costs, reliability, and in service performance.

The preliminary building and site/civil recommendations will be presented in the Schematic Design Documents and shown conceptually on the 35% drawings.

TASK 3.1 – DESIGN CHARRETTE

To meet the aggressive design schedule, we are proposing a design charrette in which the design team and designated representatives of the City work together in an intensive fashion during a limited time period to confirm the design and develop working schematic plans of the new sports park.

The team has had great success with this technique which not only helps to accelerate the schematic design process, but also serves to improve communication between the design team and the City, and eliminates misunderstandings of any issues that commonly take place in the early stages of schematic design. The information shared during this process will also reduce the time required for subsequent reviews. This process allows all parties to take a fresh look at the site and the project and develop and test plans that may be outside the range of previous efforts.

We propose that a one week design charrette be scheduled involving key members of the Project Team and designated members of the City. The normal charrette schedule involves intensive coordination between the two parties over the first two days. The project team will provide City staff with daily presentations of plans developed in the previous 24 hours. Following a review session with the City, the cycle will be repeated until schematic site and building plans are developed that meet the expectations of all parties.

TASK 3.2 – ARCHITECTURAL DESIGN

During the Schematic Design, DJFA will prepare Outline Specifications and Design Development drawings consisting and not limited to site plan, floor plans, sections, elevations, general notes and general details. these drawings will be the basis for Engineering Design Development and will include but not be limited to structural, electrical, mechanical and plumbing layouts of the structures and site as it relates to the design. In addition, proposals for colors, materials and finishes of all interior / exterior surfaces and graphic signage will be prepared and submitted to the client for review.

As the design progresses, a code check will be completed with regulatory agencies, such as but not limited to the Building and Fire Departments, to be contacted to review the proposed project design. LEED standards per the City's Green Policy will be incorporated as appropriate.

TASK 3.3 – LANDSCAPE ARCHITECTURAL DESIGN

The Preliminary Design Phase is an intensive and concentrated scenario of site planning, area projections, and functional relationships. This phase is one of the most important aspects of the entire project in that it shall establish the immediate foundation and relationships for all park components.

- a. Prepare Preliminary Design Plan exhibit. This refined plan shall include, but not limited to: refinements to address Conditions of Approval, site access, parking, permeable paving, BLD sports fields, building components, picnic areas, trails, water feature/water quality elements, and interpretive and educational opportunities.

- b. Submit Preliminary Design Plan to City for review and comment.
- c. Refine plan based upon initial City review, comment and direction.
- d. Review schematic floor plans for the anticipated various building types.
- e. Prepare for and attend presentation of the Preliminary Design Plan to City, and Project Committee members.
- f. Prepare “Refined” Preliminary Design Plan based upon City comments and direction.
- g. Review preliminary grading plan and provide tissue overlay of suggested refinements.
- h. Prepare Preliminary Construction Budget Estimate
- i. Services relating to the development of a Statement of Probable Construction Cost based on programming and scheduling studies and consisting of:
 - Conversion of programmed requirements to net area requirements.
 - Development of initial approximate gross facility areas.
 - Evaluation of construction market conditions.
 - Application of unit cost data to gross areas.
 - Estimates of related costs such as site and facility development, landscaping, utilities, services, furniture, and equipment.
- j. Meet with client for review of “Refined” Preliminary Design Plan exhibits prior to presentation to the Community and Project Committee members.
- k. Conduct a public feedback meeting in coordination with the staff to present the “Refined” Preliminary Design Plan and receive input from the Community and Project Committee members.
- l. Refine plans and cost estimates as appropriate and directed by the City.
- m. Prepare for and attend presentation to the Parks and Recreation Commission hearing for approval of the “Refined” Preliminary Design Plan.

MEETINGS: City Staff/Project Committee meetings
 Conduct Public Feedback meeting
 Parks & Recreation Commission meeting

PRODUCTS: Meeting notes, program graphics (tissue format) and written summary of program recommendations, conceptual plan alternatives, preliminary opinion of probable cost, final conceptual plan and report. We will provide a reproducible of the final plan and (1) unbound hard copy of the final report.

TASK 3.4 – HYDROLOGY/STORM DRAIN STUDY

A hydrology study is required to determine the runoff flows generated from the site during a 25 year frequency storm event. The impact on the existing and proposed on site and off site storm drain system will be determined. Special considerations will be given to on site drainage facilities to comply with environmental requirements and material handling.

TASK 3.5 – SEWER STUDY

A sewer study is required to determine the peak discharge from the site and the impact of the increased flows on the existing sewer system. The design team will determine if the existing system is capable of handling the increased flows or not.

TASK 3. 6 – EXTENSION OF RECLAIMED WATER LINE

The project Site is not currently served by a reclaimed water line. The EIR report recommends installing an 8” line from the north east end of the project to the intersection of Walnut and the 405 freeway. PBS&J will prepare plan and profiles and details of the line.

TASK 3.7 – SCHEMATIC DESIGN (35 % DESIGN)

The design team will develop the working plans to a 35% completion level. The submittal will include schematic plans, elevations, sections, details and schedules for the project. Included in the submittal will be a detailed review of construction potentials and the development of staging strategies and cost estimates for the project. Comments resulting from this submittal will be incorporated into subsequent design phases.

Task 3.7.1 Drawings

The schematic plans and drawings prepared under this Task will be sufficiently detailed to define the project. A preliminary listing of the work items to be developed in the schematic phase follows:

- Demolition Plan - Prepare a Demolition Plan to identify the improvements that need to be removed from the project site. Filing a permit with the AQMD and handling of the demolished materials are assumed to be the responsibility of the demolition contractor and they are not included in this proposal. Approval of the demolition plan is required prior to proceeding with the Preliminary Site / Conceptual Grading and Drainage Design. Included in the demolition plan is identification of the relocation interfering portion of the existing oil pipelines. Sewer line, storm drain, oil wells and other improvements to remain in service to a location to be determined at a later date and agreed upon by the interested parties. Recommendations by Means Consulting Corporation for the removal of asbestos containing material and lead-based paint will be incorporated into the demolition plan.
- Horizontal and Vertical Control / Rough Grading Plans at 1”=100’ scale / Site Plans / Utility Plans
- Elevations / Mass Grading / Cross Sections / Foundations
- Landscape
- Structural
- Architectural (Floor Plans, ADA Requirements, Elevations, Wall Sections and Details)
- Mechanical Schematic Plans (HVAC, Plumbing, Fire Protection)
- Electrical Schematic Plans (Power, Lighting)
- Security Schematic Plans

3.7.2 Execute an agreement with the City of Signal Hill

PBS&J will assist and support the City of Long Beach staff with the necessary coordination for the agreement with the City of Signal Hill for contribution of their fair-share portion of

the total costs for street improvements identified in this proposal.

3.7.3 Widening of Atlantic Avenue to provide a separate northbound right turn lane

Utilizing the 1" = 40' scale base sheets, PBS&J will design and prepare construction documents for the northbound right turn lane at Atlantic Avenue and Spring Street. This will require the relocation of an existing storm drain catch basin and a traffic signal modification (1" = 20'). Field surveying cross sections will be provided at 50 foot intervals from 400-feet south of Spring Street to 200-feet east of Atlantic Street.

3.7.4 Convert existing southbound right-turn lane to provide a second thru lane on Orange Avenue and re-stripe Orange Avenue south of Spring Street to provide two southbound departure lanes

Utilizing the 1" = 40' scale base sheets, PBS&J will design and prepare construction documents for the re-striping of Orange Avenue. Also utilizing the 1" = 40' scale base sheets, PBS&J will design and prepare construction documents for the eastbound right turn on Spring Street to proceed southbound on Orange Avenue. PBS&J will provide surveying services to accommodate the design. PBS&J will also provide street cross sections at 50-foot intervals. PBS&J will support and help coordinate with the City of Long Beach the permit process that will take place for the modification of the traffic signal per the City of Signal Hill requirements. Plans will be prepared for traffic signal modifications, signing and striping, and street improvements.

3.7.5 Installation of 3-phase traffic signal at I-405 southbound ramp and Orange Avenue

Utilizing the existing base sheet, PBS&J will design and prepare construction documents for the installation of a 3-phase traffic signal at a scale of 1" = 20'. PBS&J will also coordinate the permit process with Caltrans and the City of Signal Hill for the 32nd Street and Orange Avenue signal.

3.7.6 Conversion of an existing pre-timed signal to an actuated signal

PBS&J will prepare construction documents for the modifications of the traffic signal from the existing pre-timed operation to an actuated signal operation, including coordination with the City of Signal Hill.

3.7.7 Orange Avenue project driveway No. 's 3 and 5

Utilizing the 1" = 40' scale base sheets, PBS&J will design and prepare construction documents for the two proposed driveways. PBS&J will also consider the "pork chop" type entry to force right ingress and right egress. This work will be included in the Orange Avenue street improvement plans.

3.7.8 Orange Avenue at 28th Street project driveway No. 4 installation of traffic signal

Utilizing the existing base sheet, PBS&J will design and prepare construction documents for the installation of a full phase traffic signal at a scale of 1" = 20'. PBS&J will also coordinate the permit process with the City of Signal Hill.

3.7.9 Traffic Management Plan (TMP)

Under the direction of the City of Long Beach Traffic Engineer, PBS&J will design a construction area traffic management plan prepared by a registered Traffic Engineer. This

TMP report will address traffic control of all lanes and street closures and assign appropriate detours to minimize the disruption of traffic circulation and public transit routes. The plan will identify approved "Haul Routes" that construction vehicles will use to access the site, the hours of construction, traffic controls and detours, off site vehicle staging areas, and parking areas for the project. The plan will also include requirements to maintain and keep clean and free of debris of all approved haul routes during the duration of the project.

Required Traffic Handling Plans will be developed for implementation according to the approved requirements of the TMP report and the construction staging and schedule of the improvements in the design phase of the project. The number of traffic handling plans is undetermined at this time, therefore the fess estimate includes a per sheet price for the development of the traffic handling plans, at a 1" = 40' scale.

3.7.10 Site Distance Analysis

Under the direction of the Director of Public Works, PBS&J will develop a detailed sight distance analysis for the three proposed project driveways along Orange Avenue. The sight distance analysis will be prepared according to the City of Long Beach Zoning Code and the Caltrans Highway Design Manual standards and guidelines. Exhibits at various scales will be developed to identify the required limited use areas (i.e. low height landscaping), and on-street parking restriction (i.e. red curb). The findings of the sight distance analysis will be included in a report subject to review and approval by the Directors of Planning and Building and Public Works, or designees.

3.7.11 Widening of Orange Avenue

Utilizing the 1" = 40' scale base sheets, PBS&J will design and provide construction documents for the widening of Orange Avenue. PBS&J will also provide surveying services to accommodate the design. The improvements will consist of new sidewalk, curb and gutter, and the required +/- 5-foot widening on the west side of the street in compliance with the City of Signal Hill's designation of an 80-foot right-of-way to be designated as Secondary Highway. Field surveying will be provided for cross sections at 50-foot intervals from 100-feet north of Spring Street centerline to 300-feet south of the southern boundary of said project approximately 2225 feet. There will also be relocation of street lights and pertinent utilities (water meters, valves, etc.). The process and relocation of the power poles is not included in this scope of work. PBS&J will assist the City of Long Beach with any documentation or plans needed in order to process power pole relocation with its utility company.

Task 3.7.12 Equipment Manual

An equipment manual listing proposed major equipment as well as catalog cut sheets will be prepared. Copies of the equipment manual listing will be included with the schematic design submittal.

Task 3.7.13 Schematic Sports Park Equipment Layouts

Preliminary sports park layouts will be provided. These layouts will confirm on a preliminary basis that the features being provided are adequate for the equipment and function proposed.

Task 3.7.14 Interior Layout

The Project Team will develop interior spaces and layouts for the proposed schematic

building plans. These plans will be submitted to the City for review and comment, and then modified as necessary until acceptable to the City. They will then become a part of the Schematic Design Submittal.

Task 3.7.15 Outline Specification

The project team will develop a list of the required specifications for the project. The outline specification will include the specification section numbers, title of the specification sections and a brief description of what is covered by each specification section.

Task 3.7.16 Cost Estimates

Cost estimates for the schematic design submittal will be prepared by discipline for each element in sufficient detail, which will include the following:

- Site development costs including grading, drainage, utility relocation, parking, lighting, fencing, and landscaping.
- Building construction costs including structural, electrical, mechanical, and HVAC system costs.
- Purchase and installation of sports park equipment.

TASK 3.8 – ENVIRONMENTAL MITIGATION MONITORING AND COORDINATION

LSA will provide Mitigation Monitoring and Reporting tracking for the City of Long Beach to ensure compliance with Section 15097 of the California Environmental Quality Act (CEQA) Guidelines. For this task, LSA will expand the MMRP and develop a tracking table that incorporates the mitigation measure, the responsible party, the point in the process at which compliance with the measure is triggered, the monitoring frequency, the monitoring duration, the reporting mechanism, and the responsibly party for documentation of compliance. LSA will assemble the documentation for the City so that a full record of compliance is created.

LSA will also provide Biological Resources services including nesting bird surveys prior to the removal of any trees during the clearing and grubbing process, design consultation for the wetlands mitigation (including maximizing wetland/riparian habitat and minimizing long term maintenance requirements), a feasibility study for the preservation and/or relocation of individual trees, and the preparation of processing of resource agency permit applications for the fill of wetlands on the project site. Cultural Resource services include documentation of the historic Compressor Building (including photographic documentation of building elevations and any noted structural features), consultation on the development of an interpretive center/program for the project (including a program designed to integrate into the Standard Framework curriculum for schools in the Long Beach area), and on-site paleontological and archaeological monitoring during all earth movement activities. The summary of tasks is as follows:

- a. Mitigation Monitoring and Reporting - On-going
- b. Biological Resources
 - Nesting Bird Surveys
 - Wetlands Design Consultation
 - Tree Relocation Survey

- Resource Agency Permit Application
- Section 404 Notification Package
- Notification of Streambed Alteration
- Habitat Mitigation Plan
- c. Cultural Resources - During Mass-grading Phase
 - Historic Resource Documentation
 - Interpretive Program
 - Paleontological and Archaeological Monitoring
 - Cultural Resources Meetings
- d. Other Tasks as Requested by Client

TASK 3.9 – CITY REVIEW

TASK 4 – GEOTECHNICAL INVESTIGATIONS

It is essential to conduct investigation of the geoseismic and soil conditions at the site. A supplemental subsurface investigation will be made to determine soil characteristics, location of groundwater, and foundation conditions for the design of the structures. A complete analysis, study, and report of subsurface conditions with an evaluation of the conditions and recommended actions will be made by the consultant team. The thrust of the geotechnical program will be to identify the lateral extent, thickness, and composition of the soil layers; to determine their anticipated behavior under the proposed loading; and to design foundation systems in accordance with the applicable codes and in accordance with the required performance of the facilities. Our subconsultant, AMEC, was the geotechnical firm for the EIR and has identified the following issues:

- Compressible Soils – The presence of varying depths of undocumented fills and loose alluvial soils must be considered in the grading and foundation design for the project. The current planned remediation as outlined in the EIR is removal and re-compaction of undocumented fills and loose alluvial soils within the zone of influence of proposed engineered structures. Spatial constraints imposed by bordering roadways, buried utilities and on-going oil field activities may limit the extent of fill removal in some areas of the projects. Interim stability conditions associated with avoidance/relocation/vertical adjustment of the existing oil field facilities are considered a potentially significant design/construction issue. Additional field exploration and analysis of other alternatives (in-situ ground improvement, deep pile foundations) may need to be performed in these areas. As most of these constrained areas will only become apparent as the design phase progresses the scope and cost for these supplemental studies are not included in this current proposal.
- Cut and Fill Slopes – The current conceptual plan calls for several cut and fill slopes to be constructed to accommodate the proposed improvements. The most significant slopes will be adjacent to the planned pond areas and soccer fields. The surficial stability of these slopes will be a design issue, particularly where cohesionless granular soils are encountered as outlined in the referenced AMEC

report. The effects of water infiltration and drawdown in the proposed pond areas will also require evaluation. Special grading procedures for slopes that transect the Cherry Hill Fault zone will also require consideration.

- Ground Fault Rupture - The Cherry Hill Fault crosses the southwest portion of the site. Mapping of the fault has been performed and preliminary setbacks have been recommended as outlined in the referenced AMEC report. However, this fault is inclined approximately 45 degrees from horizontal, therefore, final design grades must be considered in establishing the ultimate setback limits.

TASK 4.1 – GEOTECHNICAL ENGINEERING

The geotechnical scope of work will include geologic and geotechnical services in support of the preparation of final grading and construction plans for the proposed development. Field and laboratory data obtained during the EIR phase investigation, as well as previous investigation by others, will be utilized in developing design recommendations.

The proposed scope of work currently does not include additional field exploration or laboratory testing. It is anticipated that preparation of localized areas of the site may not be achievable by conventional grading techniques due to spatial constraints imposed by existing facilities. In these areas specialized ground improvement or deep pile foundations may be required. Supplemental field exploration may be required in these areas.

This proposal does not include any observation and/or testing services which may be required by the geotechnical engineer during the construction of the project. Moreover, this proposal does not include allowances for response to reviews by any outside agencies other than the City of Long Beach. (Services during construction.)

Based on the evaluation of geologic conditions and proposed construction a final geotechnical report will be prepared. The report will summarize the physical data acquired during the study in a convenient form for reference and will present conclusions and recommendations with regard to grading and foundation design and preparation of project specifications. We presently anticipate that the following items will be addressed in the report. Where applicable, the appropriate section number of the referenced Mitigation Monitoring and Reporting Program (LSA, 2006) is shown.

- Types, locations, and engineering characteristics of foundation materials.
- A discussion of engineering seismology including provision of seismic parameters in accordance with the 1997 UBC (Section 4.3.1).
- Evaluation of final structure setbacks from the Cherry Hill Fault Zone (Section 4.3.2).
- Assessment of the extent of undocumented fill and loose alluvium below various project components (structures, playing fields, roadways and parking areas) and recommendations for remediation (Section 4.3.3). Where in-situ improvement of the subsurface soils is required, additional field exploration beyond the current scope of work may be required.
- Recommendations for permanent cut and fills slopes including specialized grading or reinforcement requirements (4.3.4 & 4.3.7).
- Recommendations for construction slopes stability and setbacks from existing facilities (Section 4.3.5).

- Recommendations for retaining walls including design earth pressures, backfill specifications and sub-drainage requirements (Section 4.3.6).
- Assessment of liquefaction potential and evaluation of potential deformation due to liquefaction of foundation soils.
- Evaluation of settlement and expansion potential of on-site soils and preparation of recommendations for mitigation of soil expansion potential (Section 4.3.8).
- Recommendations for vertical and lateral foundation support of proposed structures. Where deep pile foundations are necessary, additional field investigation beyond the current scope of work may be required.
- Evaluation of groundwater conditions and the potential impact on design and construction. Recommendation will be provided for subdrain installation during grading (4.3.9).
- Recommendations for surface drainage to minimize water infiltration into the subgrade (4.3.10).
- Evaluation of the corrosion potential of on-site materials.

TASK 5 – DESIGN DEVELOPMENT (65%)

The Design Development phase of the project will form the basis for final design and the preparation of contract documents. The purpose of this phase is to fix and describe the size and character of the entire project including architectural, civil, structural, mechanical, HVAC, and electrical systems and the materials and finishes to be used in the construction of the facility. Draft specifications and updated cost estimates will be developed for each of the engineering disciplines listed below: Civil Engineering and Site Utilities, Architecture, Landscaping, Structural and Foundations, Mechanical (HVAC, Plumbing, Fire Protection), Electrical (Power, Lighting), Specialized Maintenance and Servicing Equipment (Industrial Engineering), and Security.

TASK 5.1 – ARCHITECTURAL DESIGN

The PBS&J Team will attend all meetings with the user groups/ client to ascertain the programmatic requirements for the project including information regarding operations, personnel, furnishings and equipment as well as priorities of adjacency for public areas and any requirements directly related to the management entity that will operate the park.

PBS&J will provide DJFA with CAD drawings of the proposed approved layout of the park and grading plans with the final pad layouts for the proposed facilities as backgrounds for contract documents.

After approval of the program, DJFA will provide the Design Development Document that meets the intent of the program and will include floor plans which locates walls, furniture and equipment as well as elevations and sections that depict aesthetic intent.

DJFA will provide layouts of the structural, electrical, plumbing and mechanical designs as they relate to the intent of the architectural design and site conditions.

9/28/06

Addendum # 1 for the Long Beach Sport Park “Scope Of Work”

0.1 Coordination meetings: PBS&J will provide coordination with the City of Long Beach, Los Angeles County Department of Public Works, City of Signal Hills and all project consultants.

4.1.1 Review of Existing Data: The Geotechnical Engineer will assess the previous results produced during the EIR phase and compare them to the current proposed plan, evaluate the results and propose if any new tests borings or additional work is needed.

4.1.2 Cross sections: Sections across the soil will be taken to show types, locations and characteristics of foundation materials. This task includes a discussion of engineering seismology including provision of seismic parameters in accordance with the 1997 UBC (EIR Mitigation 4.3.1). Also included is an assessment of the extent of undocumented fill and loose alluvium below various project components (structures, playing fields, roadways and parking areas) and recommendations for remediation (EIR Mitigation 4.3.3). Work related to In-situ improvement of the subsurface soils is excluded.

4.1.3 Slope Stability Analysis

Evaluation of final structure setbacks from the Cherry Hill Fault Zone (EIR Mitigation 4.3.2). Recommendations for construction slopes stability and setbacks from existing facilities (EIR Mitigation 4.3.5).

4.1.4 Settlement Evaluation

Evaluation of settlement and expansion potential of on-site soils and preparation of recommendations for mitigation of soil expansion potential (EIR Mitigation 4.3.8).

4.1.5 Grading Recommendations

Recommendations for permanent cut and fills slopes including specialized grading or reinforcement requirements (EIR Mitigation 4.3.4 & 4.3.7).

4.1.6 Foundation Analysis

Recommendations for retaining walls including design earth pressures, backfill specifications and sub-drainage requirements (EIR Mitigation 4.3.6). Assessment of liquefaction potential and evaluation of potential deformation due to liquefaction of foundation soils.

4.1.7 Supplemental Field Studies

Recommendations for vertical and lateral foundation support of proposed structures. This excludes any deep file foundation analysis. Evaluation of groundwater conditions and the potential impact on design and construction. Recommendation will be provided for subdrain installation during grading (EIR Mitigation 4.3.9). Recommendations for surface drainage to minimized water infiltration into the subgrade (EIR Mitigation 4.3.10). Evaluation of the corrosion potential of on-site materials.

4.1.8 Report Preparation: Based on the evaluation of geologic conditions and proposed construction, a final geotechnical report will be prepared. The report will summarize the physical data acquired during the study in a convenient form for reference and will present conclusions

and recommendations with regard to grading and foundation design and preparation of project specifications.

4.1.9 Meetings: Geotechnical engineer will attend meetings with the design team and the City if needed

4.1.10 Response to City Review: Geotechnical engineer will respond to any comments that the city has regarding the report or any material included in the report.

Long Beach Sports Park Final Design

Name	Task Fee	Reimb.	Task Totals	Sub-Total	Dur (wks)
Task 0 - Project Management and Coordination				\$292,875	71
0.1 Coordination Meetings	\$88,750	\$8,875	\$97,625		71
0.2 Progress Meetings	\$88,750	\$8,875	\$97,625		71
0.3 Progress Reporting & Administration	\$88,750	\$8,875	\$97,625		71
Task 1 - Review/Assess Existing Data				\$65,384	6
1.1 Site Inventory/Analysis/Utilities	\$10,000	\$1,000	\$11,000		4
1.2 Site Analysis and Feasibility Report	\$25,000	\$2,500	\$27,500		5
1.3 Landscape Master Plan Refinement (RJM)	\$24,440	\$2,444	\$26,884		4
Task 2 - Topographic and Boundary Survey				\$86,082	8
2.1 On-site Survey Work (CSC)	\$21,624	\$2,162	\$23,786		4
2.2 Off-site Survey Work (CSC)	\$16,632	\$1,663	\$18,295		4
2.3 ALTA/ACSM Survey Mapping	\$40,000	\$4,000	\$44,000		8
Task 3 - Schematic Design Phase (35%)				\$896,456	16
3.1 Design Charrette	\$20,000	\$2,000	\$22,000		2
3.2 Architectural Design (DJFA)	\$9,000	\$900	\$9,900		4
3.3 Landscape Architectural Design (RJM)	\$54,360	\$5,436	\$59,796		8
3.4 Hydrology/Storm Drain Study	\$20,000	\$2,000	\$22,000		4
3.5 Sewer Study	\$10,000	\$1,000	\$11,000		2
3.6 Extension of Reclaimed Water Line	\$10,000	\$1,000	\$11,000		2
3.7 35% Design Drawings/Specs/Estimates	\$397,000	\$39,700	\$436,700		16
3.8 Environmental Mitigation Monitoring, Studies and Coordination (LSA)	\$289,600	\$28,960	\$318,560		8
3.9 Quality Control	\$5,000	\$500	\$5,500		1
SUBTOTAL 35% DESIGN PHASE				\$1,340,797	
Task 4 - Geotechnical Investigations				\$185,310	8
4.1 Geotechnical Engineering					
4.1.1 Review of Existing Data	\$7,875	\$200	\$8,075		
4.1.2 Cross-Sections	\$11,200	\$100	\$11,300		
4.1.3 Slope Stability Analysis	\$19,750	\$100	\$19,850		
4.1.4 Settlement Evaluation	\$7,400		\$7,400		
4.1.5 Grading Recommendations	\$15,775		\$15,775		
4.1.6 Foundation Analysis	\$10,800		\$10,800		
4.1.7 Supplemental Field Studies	\$26,090	\$24,000	\$50,090		
4.1.8 Report Preparation	\$20,320	\$500	\$20,820		
4.1.9 Meetings	\$27,600	\$1,600	\$29,200		
4.1.10 Reponse to City Review	\$12,000		\$12,000		
Task 5 - Design Development (65%)				\$1,119,250	24
5.1 Architectural Design (DJFA)	\$142,500	\$14,250	\$156,750		24
5.2 Landscape Architectural Design (RJM)	\$290,000	\$29,000	\$319,000		24
5.3 Potholing of Utilities	\$50,000	\$5,000	\$55,000		4
5.4 65% Design Drawings/Specs/Estimates	\$515,000	\$51,500	\$566,500		24
5.5 Government Processing	\$10,000	\$1,000	\$11,000		2
5.6 Quality Control	\$10,000	\$1,000	\$11,000		2
Task 6 - Value Engineering Study				\$44,000	4
6.1 Baseline Value Engineering	\$20,000	\$2,000	\$22,000		4
6.2 Allowance for Outside Consultants	\$20,000	\$2,000	\$22,000		4
Task 7 - Construction Documents (95%)				\$1,394,250	20
7.1 Architectural Design (DJFA)	\$427,500	\$42,750	\$470,250		2
7.2 Landscape Architectural Design (RJM)	\$645,000	\$64,500	\$709,500		20
7.3 95% Design Drawings/Specs/Estimates	\$185,000	\$18,500	\$203,500		20
7.4 Quality Control	\$10,000	\$1,000	\$11,000		2
Task 8 - Permit Preparation/PBSJ/DJFA	\$150,000	\$15,000	\$165,000	\$150,000	4
Task 9 - Construction Documents (100%)				\$38,500	5
9.1 Revise 95% CD Comments	\$25,000	\$2,500	\$27,500		4
9.2 Quality Control	\$5,000	\$500	\$5,500		1
9.3 Concurrent Review	\$5,000	\$500	\$5,500		1

Total Estimated Cost

\$4,272,107

Notes:

- 1-Cost estimates include all phases.
- 2-Duration 72 working weeks.
- 3-Cost estimate includes all sub-consulting services.
- 4-Existing on-site tanks are Signal Hill Petroleum responsibility.
- 5-Drainage/storm drain work for Orange Avenue is excluded.

PBS&I
HOURLY RATE SCHEDULE

PROFESSIONAL SERVICES:

PROJECT PRINCIPAL	\$ 222
SENIOR PROJECT MANAGER	\$ 185
PROJECT MANAGER	\$ 171
SENIOR ENGINEER/PROJECT SURVEYOR	\$ 146
PROJECT ENGINEER/SENIOR DESIGNER	\$ 134
DESIGNER/ENGINEER	\$ 118
STAFF ENGINEER/CADD TECHNICIAN	\$ 124
CADD/DRAFTER	\$ 95

FIELD ENGINEERING (SUB-CONSULTANTS):

ONE-PERSON SURVEY CREW	\$133
TWO-PERSON SURVEY CREW	\$ 231
THREE-PERSON SURVEY CREW	\$ 260

OFFICE:

WORD PROCESSOR/DATA PROCESSING	\$ 75
ADMINISTRATIVE SUPPORT/CLERICAL	\$ 62

Overtime charges requested and approved by the client will be at the above hourly rates plus thirty percent (30%).

California Surveying Corporation

Prepared for: PBS & J

Prop: P4156
Date: 8/28/2006

Long Beach Sports Park - Off-Site Topography

Terms are based on the master agreement for as needed services, effective through September, 2006.

SRN:
Proj. Mgr: Joseph A.
Job #:

Scope of Work

1) Topography

a) Orange Ave. - Cross sections and locations @ 25' intervals, on station, CF to CF.

Deliverables will include An ASCII file and topo data sheets.

Orange Ave. (1,800 l.f.) ----- \$4,972.00

California Ave. (1,900 l.f.) ----- \$5,424.00

Fixed Fee Survey Estimate: \$10,396.00

Invoicing for will be based on the following rates which will remain in effect through
September 30, 2006.

1 man survey crew ----- \$105.00
2 man survey crew ----- \$175.00
3 man survey crew ----- \$226.00

BASIS OF UNDERSTANDING

- 1) This is an agreement to provide the services listed only. No warrant or surety is made that the services provided will satisfy the needs of others, beyond those specifically stated.
- 2) The "Scope of Services" has been provided by client. If a specific scope was not been provided by client, we have made every effort to include all services needed, based on the information provided. Client should thoroughly review the scope to insure completeness, prior to acceptance.
- 3) Unobstructed access to all areas shall be secured by client, prior to survey.
- 4) Reproduction costs for research material, will be invoiced as an out-of-pocket expense.
- 5) Work will be billed by the 15th of each month, with all fees due and payable 45 days from the date of invoice, unless other arrangements are agreed to and accepted, by both parties, in writing, prior to issuance of the notice to proceed. Under no circumstances, will the due date exceed 90 days, regardless of any prior or subsequent agreements.
- 6) This agreement may be terminated by Consultant upon ten days prior written notice to Client in the event of substantial failure by Client to perform in accordance with the terms of this agreement through no fault of Consultant, which failure is not cured within ten days. It also may be terminated by Client with or without cause upon providing written notice to Consultant. Unless consultant is in breach of this agreement, Consultant shall be paid for services rendered to the date of termination within thirty days of termination.

California Surveying Corporation is pleased to present this estimate to you.

Thank You,



Theodore M. Krull, L.S. 5848, Vice President, C.O.O.

Date

If the scope fees and conditions herein stated, are acceptable, please sign and return.

Joseph Almurda

Date

Client: PBSJ, 625 The City Drive South, Suite 200, Orange Ca, 92868

DAVID JAY FLOOD ARCHITECT

BILLING RATE SCHEDULE

	<u>Per Hour</u>
Principals	\$ 175.00
Project Architect/Manager	125.00
Project Designer/Manager	100.00
Job Captain	85.00
CADD time	75.00
Support Staff	50.00

A California Corporation

1408 Third Street Promenade Santa Monica, CA 90401-2380
Email: djf@floodarch.com Website: www.floodarch.com
Telephone: 310-451-1384 Facsimile: 310-394-7143

Proposal – Joseph Almurda, PBS J – 6-9-06
Long Beach Sports Park "Option 3B" (Revised)
Long Beach, CA
Page 3

FEES: Fee is based on an assumed construction budget (See Below) of \$21,800,000.00 for the above mentioned facilities.

Assumed Construction Budget

Two Pavilions	\$12,000,000.00
Three Concessions	\$5,000,000.00
Maintenance Facility	\$800,000.00
Venue Entrances	\$4,000,000.00

TOTAL	\$21,800,000.00

Fee Schedule:

Phase I	(Prog. & Schems Verif. of Provided Schem).	(15%)	\$9,000.00
Phase II	(Design Development Drawing Submittal)	(15%)	\$142,500.00
Phase III	(Construction Document Submittal)	(45%)	\$427,500.00
Phase IV	(Building Permit Process)	(10%)	\$142,500.00
Phase V	(Bidding & Construction Support)	(10%)	\$95,000.00

TOTAL		(100%)	\$816,500.00

Note: Included in the above fees are weekly meetings with the User Groups, Client and Management Support to PBS&J

Fees include Architectural services including Structural Engineering, Electrical and Mechanical Engineering. The Fee does not include or limited to any Civil Engineering, survey, geotechnical, environmental consultants.

Fees do not include standard reimbursable expenses, including travel, travel time, mileage, photography, models, renderings, shipping, etc. These reimbursable expenses will be invoiced at 10% mark-up to defray processing costs. Invoices are submitted monthly and due upon receipt. Monthly billings will be based on the percentage of work completed per phase.

Thank you.

Sincerely,

DAVID JAY FLOOD ARCHITECT


Jerry Sherman, AIA
Vice President

AGREED: _____

DATE: _____

RJM DESIGN GROUP, INC.
HOURLY RATES
August 1, 2006 through August 1, 2007

PRINCIPAL LANDSCAPE ARCHITECT	\$140 - \$165 per hour
ASSOCIATE LANDSCAPE ARCHITECT	\$120 - \$135 per hour
PROJECT LANDSCAPE ARCHITECT	\$100 - \$115 per hour
CADD TECHNICIAN/LANDSCAPE DESIGNER	\$ 80 - \$ 95 per hour
DRAFTSPERSON	\$ 65 - \$ 75 per hour
WORD PROCESSOR	\$ 60 per hour

FEE SCHEDULE

Services

It is the objective of our Consultant Team to provide the most comprehensive, yet efficient, approach to the development of the Long Beach Sports Park. This fee includes all costs to be incurred by RJM Design Group, Inc. with the exception of selected supplemental services. Fees for the work are as follows:

PHASE I: MASTER PLAN REFINEMENT

Task 1. Research	\$ 6,200
Task 2. Master Plan Opportunities	\$18,240
Task 3 Preliminary Design	<u>\$54,360</u>

Total for Master Plan Refinement: \$78,800

PHASE II CONSTRUCTION DOCUMENTS: Plans, Specifications and Estimates

Task 1 Design Development	*\$290,000
Task 2 Construction Drawings	<u>*\$645,000</u>

Total for Construction Documents: \$935,000

PHASE III CONSTRUCTION SUPPORT SERVICES

Task 1 Bidding and Negotiation	To Be Determined
Task 2 Construction Observation/Administration	<u>To Be Determined</u>

Note: The Master Plan Refinement fee represents our current understanding of the project scope and anticipated complexity for the Long Beach Sports Park. We would welcome the opportunity to meet with you to discuss our approach to this Scope of Work review all available site information and revise our scope and fees as necessary to more accurately meet the needs of the City of Long Beach.

* The fee is based on the anticipated scope of work represented by an estimated construction budget of \$16,500,000, which includes site concrete, hardscape, site electrical, lighting, fencing, ballfield improvements, synthetic turf fields, skate park improvements site irrigation and landscaping. This does not include site work (grading, drainage, utilities, oil infrastructure relocation/removal, parking lots or architectural components/structures. Once the Master Plan has been approved and revised construction budgets prepared with limits of work and potential project phasing, we would welcome the opportunity to meet with the City of Long Beach to refine our proposal for construction documents to reflect the City's goals and preferences,

REIMBURSABLE EXPENSE ALLOWANCE (Allow approximately 10% per Task)

All reimbursable costs including plotting, printing, reproduction, photo and delivery will be billed to a City of Long Beach account with a local reprographic company. (OCB Reprographics)

- F. Preparation of Wetlands Mitigation Plans and/or processing with Regulatory Agencies.
- G. Revisions to the work following authorization by client to proceed with subsequent phases, changes in scope or modifications of the project, design of and/or participation in work beyond the designated site.
- H. Preparation of special or technical studies beyond those listed in the scope of work.
- I. If it is in the interest of the project to engage or retain the services of any other consultants, then upon Client's written authorization, RJM Design Group, Inc. may engage or retain any such consultant, and the engagement of each consultant shall be an expenditure reimbursable to RJM Design Group, Inc., plus a 15% coordination fee.

CONSULTANTS STANDARD HOURLY FEE SCHEDULE

No special consulting services other than those identified are included as part of the professional services. Compensation for supplemental services will be on an hourly basis at our standard rates as follows:

RJM DESIGN GROUP, INC.

PRINCIPAL LANDSCAPE ARCHITECT	\$140 - \$165. per hour
ASSOCIATE LANDSCAPE ARCHITECT	\$120 - \$135. per hour
PROJECT LANDSCAPE ARCHITECT	\$100 - \$115. per hour
CADD OPERATOR	\$80 - \$95. per hour
DRAFTSPERSON	\$65 - \$75 per hour
WORD PROCESSOR	\$60. per hour

GLP ENGINEERING

PRINCIPAL/VICE PRESIDENT	\$150.00 per hour
ASSOCIATE	\$125.00 per hour
PROJECT MANAGER	\$110.00 per hour
DESIGNER	\$ 85.00 per hour

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed and will be broken into the categories listed above.

Fees will be escalated each August 1st in accordance with any increase in the Consumer's Price Index or other mutually agreed upon cost index, beginning with August 1, 2007.

All provisions for fee escalation pertain to all contract extensions and additional work.

GLP ENGINEERING

PRINCIPAL/VICE PRESIDENT
ASSOCIATE
PROJECT MANAGER
DESIGNER

\$150.00 per hour
\$125.00 per hour
\$110.00 per hour
\$ 85.00 per hour

Updated 6/16/05

HOURLY BILLING RATES EFFECTIVE AUGUST 2005

Job Classification							Hourly Rate Range*
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$120-225
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$75-175
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$75-160
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/ Arborist	GIS Specialist	\$50-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$40-85
Field Services							
Field Director							\$50-100
Senior Field Crew/Field Crew							\$35-75
Office Services							
Research Assistant/Technician							\$25-50
Graphics							\$70-100
Office Assistant							\$40-75
Word Processing/Technical Editing							\$60-90

* The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$250 per hour regardless of job classifications.

FEE SUMMARY ATTACHMENT

Task	Cost
1.0: Mitigation Monitoring and Reporting (up to 36 months)	\$64,800
2.0: Biological Resources	
2.1: Nesting Bird Surveys	\$15,000
2.2: Wetlands Design Consultation	\$25,000
2.3: Tree Relocation Survey	\$4,500
2.4: Resource Agency Permit Application	
2.4.1: Section 404 Notification Package	\$9,500
2.4.2: Notification of Streambed Alteration	\$4,500
2.4.3: Habitat Mitigation Plan	\$8,500
3.0: Cultural Resources	
3.1: Historic Resource Documentation	\$55,000
3.2: Interpretive Program	\$7,500
3.3: Paleontological and Archaeological Monitoring	\$67,800
3.4: Cultural Resources Meetings	\$6,000
4.0: Other Tasks as Requested by City and/or PBS&J	\$17,500
Reimbursable Expenses	\$4,000
Total Fee	\$289,600



FEE SCHEDULE UA5 - GEOTECHNICAL SERVICES
ANAHEIM

1290 N. Hancock Street, Suite 102
Anaheim, CA 92807
Tel (714) 779-2591
Fax (714) 779-8377

4201 Santa Ana Street, Suite F
Ontario, CA 91761
Tel (909) 605-6500
Fax (909) 605-6502

The hourly labor rates set forth below are valid from January 1, 2005 through December 31, 2005 and are subject to annual revisions thereafter. AMEC will provide CLIENT thirty days advance written notice of any such revisions.

PROFESSIONAL SERVICES (600)

CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications, but at one and one-half times the associated hourly labor rates.

Geotechnical/Geologic Professional 1 (Professional Levels 8, 9)	\$85.00/hour
Geotechnical/Geologic Professional 2 (Professional Levels 10, 11)	\$95.00/hour
Engineer/Geologist (Professional Levels 12, 13).....	\$110.00/hour
Project Engineer/Project Geologist (Professional Levels 14, 15)	\$120.00/hour
Senior Engineer/Senior Geologist (Professional Levels 16, 17)	\$140.00/hour
Associate Engineer/Associate Geologist (Professional Levels 18, 19)	\$150.00/hour
Principal Engineer/Principal Engineering Geologist (Professional Level 20).....	\$160.00/hour

TECHNICIAN SERVICES (500)

CLIENT agrees to reimburse AMEC for all hours worked by technicians at the following classifications and associated hourly labor rates. Overtime rates at one and on-half times the regular hourly rate will apply for time over 8 hours per day or for work on weekends and holidays

Lab/Field Technician I (Technician Levels 9, 10).....	\$50.00/hour
Lab/Field Technician II/Draftsperson I (Technician Levels 11, 12, 13).....	\$60.00/hour
Lab Supervisor/Senior Technician, Draftsperson II (Technician Level 14, 15, 16).....	\$75.00/hour
Field Services Manager (Technician Level 17).....	\$85.00/hour

ADMINISTRATIVE SERVICES (800)

CLIENT agrees to reimburse AMEC for all hours worked by administrative staff at the following classifications and associated hourly labor rates. Overtime rates at one and on-half times the regular hourly rate will apply for time over 8 hours per day or for work on weekends and holidays.

Clerical (Administrative Levels 5, 6).....	\$50.00/hour
Word Processor (Administrative Level 7)	\$60.00/hour
Senior Word Processor (Administrative Levels 8, 9)	\$65.00/hour

MISCELLANEOUS EXPENSES – 6% of Labor and Unit Charges

CLIENT agrees to reimburse AMEC for miscellaneous expenses incurred, such as consumable supplies, telephone & facsimile charges, photo processing, and small tools, etc., not otherwise invoiced as other direct expenses, at the rate of 6% of labor charges.

OTHER DIRECT EXPENSES

CLIENT agrees to reimburse AMEC for all other direct expenses incurred at the following rates, except as otherwise specified by AMEC in its proposal:

Vehicle Mileage @ \$.50/mile	
Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals & incidental expenses	Cost plus 15%
Subcontract Expenses: Supplies or services furnished to AMEC in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates	Cost plus 15%
Direct Expenses: Other expenses in support of project activities	Cost plus 15%



LONG BEACH SPORTS PARK - GEOTECHNICAL SERVICES

Task	Project Manager	Senior Engineer/ Geologist	Project Engineer/ Geologist	Staff Engineer/ Geologist	Drafter	Clerical	Mileage	Direct Costs	Subtotal by Task
Review of Existing Data	20	10	20	5	5		200	\$100	\$8,075
Cross-Section Preparation	20			50	40			\$100	\$11,300
Slope Stability Analysis	30	10	40	80	10			\$100	\$19,850
Settlement Evaluation	10	10	20	20					\$7,400
Grading Recommendations	30	30	20	40	5				\$15,775
Foundation Analysis	10	20	20	40					\$10,800
Supplemental Field Studies	24	50		130	18	15		\$24,000	\$50,090
Report Preparation	50	30	20	20	40	12		\$500	\$20,820
Meetings	120	60					3200		\$29,200
Response to City Review	30	20	20	20					\$12,000
Hours/Units	344	240	160	405	118	27	3400		
Labor/Unit Rate	\$160	\$140	\$120	\$100	\$75	\$60	\$0.50		
Subtotal	\$55,040	\$33,600	\$19,200	\$40,500	\$8,850	\$1,620	\$1,700	\$24,800	

TOTAL ESTIMATED FEE

\$185,310

ATTACHMENT B



2006 SKATE PARK BILLING RATES

HOURLY RATES

Principal	\$165 / hour
Project Planner	\$125 / hour
Project Landscape Architect	\$95 / hour
Project Manager	\$95 / hour
Production Manager	\$85 / hour
Construction Manager	\$95 / hour
Park Designer	\$85 / hour
Graphics/Web Designer	\$85 / hour
Cad Operator II	\$65 / hour
Administration	\$55/ hour

REIMBURSABLE EXPENSES

Reimbursable Expenses include, but are not limited to, the following:

- Flights (based on coach fare rates)
- Car Rental (based on Economy car rate, or best comparable) *
- Accommodations (not to exceed \$125/night-Client arranged preferred) *
- Mileage (paid at \$.48/mi)
- Meals (\$40.00/per diem, per person)
- Parking Fees (airport, garage, &/or metered)
- Toll Road Fees
- Printing/Duplicating/Plotting/Blueprinting**
- Phone/Fax
- Messenger
- Postage/Federal Express
- Graphics
- Photographs
- Models

OUTSIDE CONSULTANTS

All outside consultants required in the course of the work that are coordinated through Site Design Group, Inc. will incur a 15% coordination and administration fee.

SALES TAX

Fees associated with this project do not include sales tax in those states where sales tax applies to professional services or gross receipts. The amount of applicable sales tax, if any, is additive to gross charges.

REIMBURSABLE EXPENSES WILL BE BILLED AT COST PLUS 20% ADMINISTRATIVE FEE

*Site Design Group, Inc prefers that our Clients arrange and pay for all flights and hotel costs associated with travel, thus alleviating our clients of the 20% administrative fee for travel related expenses.

IN-HOUSE PRINTING/DUPLICATING/PLOTTING **

B/W Plotting

- 24" x 36" bond	\$4.00 ea
- 24" x 36" vellum	\$5.50 ea
- 24" x 36" mylar	\$8.50 ea
- 30" x 42" bond	\$5.00 ea
- 30" x 42" vellum	\$8.00 ea
- 30" x 42" mylar	\$11.50 ea

Xerographic Services

- 8½ x 11 Single Sided B/W	\$0.15 ea
- 8½ x 11 Single Sided Color	\$1.25 ea
- 11 x 17 Single Sided B/W	\$0.20 ea
- 11 x 17 Single Sided Color	\$2.50 ea

Color Plotting

- color plots on Bond	\$8.00 / sf
- color plots on coated paper	\$12.00 / sf
- color plots on photo paper	\$14.00 / sf

Virtual Fileroom Pricing

- CD-Rom Burning	\$12.00 ea
- Zip Disk Creation	\$24.00 ea
- Bindery Services	\$45.00 / hour

** most printing and duplicating will be done out of house, but all plotting will be done in house. All out of house printing and duplicating expenses done in the interest of a project will be billed to the client as outlined in the project agreement.



EXHIBIT “B”

City’s Representatives are:

Amy Bodek, Project Development and
Mark Christoffels, City Engineer

There is no Exhibit “C”.

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED
AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-owned and Women-owned business Enterprises in all aspects of contracting including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"