

1 AGREEMENT

2 **30663**

3 THIS AGREEMENT is made and entered, in duplicate, as of March 21,
4 2008, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on February 12, 2008, by and between
6 DOUGHERTY & DOUGHERTY ARCHITECTS LLP, a California limited liability company,
7 with a place of business at 3194 Airport Loop Drive, #D, Costa Mesa, California 92626
8 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with community center and public facility as-needed United
11 States Green Building Council and Leadership in Energy and Environmental Design
12 architectural services ("Project"); and

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

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

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

22 1. SCOPE OF WORK OR SERVICES.

23 A. Consultant shall furnish specialized services more particularly
24 described in Exhibit "A", attached to this Agreement and incorporated by this
25 reference, in accordance with the standards of the profession, and City shall pay
26 for these services in the manner described below, not to exceed \$800,000.00, at
27 the rates or charges shown in Exhibit "A".

28 B. Consultant may select the time and place of performance for

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 these services; provided, however, that access to City documents, records and the
2 like, if needed by Consultant, shall be available only during City's normal business
3 hours and provided that milestones for performance, if any, are met.

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

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

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

24 2. TERM. The term of this Agreement shall commence at midnight on
25 February 1, 2008, and shall terminate at 11:59 p.m. on January 31, 2011, unless sooner
26 terminated as provided in this Agreement, or unless the services or the Project is
27 completed sooner.

28 3. COORDINATION AND ORGANIZATION.

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

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

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

5. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the

1 duration of this Agreement, from insurance companies that are admitted to write
2 insurance in California and have ratings of or equivalent to A:V by A.M. Best
3 Company or from authorized non-admitted insurance companies subject to
4 Section 1763 of the California Insurance Code and that have ratings of or
5 equivalent to A:VIII by A.M. Best Company, the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
9 coverage shall include but not be limited to broad form contractual liability,
10 cross liability, independent contractors liability, and products and
11 completed operations liability. City, its boards and commissions, and their
12 officials, employees and agents shall be named as additional insureds by
13 endorsement (on City's endorsement form or on an endorsement
14 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
15 this insurance shall contain no special limitations on the scope of
16 protection given to City, its boards and commissions, and their officials,
17 employees and agents. This policy shall be endorsed to state that the
18 insurer waives its right of subrogation against City, its boards and
19 commissions, and their officials, employees and agents.

20 (b) Workers' Compensation insurance as required by the California
21 Labor Code and employer's liability insurance in an amount not less than
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives
23 its right of subrogation against City, its boards and commissions, and their
24 officials, employees and agents.

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

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

2 B. Any self-insurance program, self-insured retention, or
3 deductible must be separately approved in writing by City's Risk Manager or
4 designee and shall protect City, its officials, employees and agents in the same
5 manner and to the same extent as they would have been protected had the policy
6 or policies not contained retention or deductible provisions.

7 C. Each insurance policy shall be endorsed to state that
8 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
9 days prior written notice to City, shall be primary and not contributing to any other
10 insurance or self-insurance maintained by City, and shall be endorsed to state that
11 coverage maintained by City shall be excess to and shall not contribute to
12 insurance or self-insurance maintained by Consultant. Consultant shall notify City
13 in writing within five (5) days after any insurance has been voided by the insurer or
14 cancelled by the insured.

15 D. If this coverage is written on a "claims made" basis, it must
16 provide for an extended reporting period of not less than one hundred eighty (180)
17 days, commencing on the date this Agreement expires or is terminated, unless
18 Consultant guarantees that Consultant will provide to City evidence of
19 uninterrupted, continuing coverage for a period of not less than three (3) years,
20 commencing on the date this Agreement expires or is terminated.

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

25 F. Prior to the start of performance, Consultant shall deliver to
26 City certificates of insurance and the endorsements for approval as to sufficiency
27 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
28 the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete
2 certified copies of all policies of Consultant and Consultant's subconsultants and
3 contractors, at any time. Consultant shall make available to City's Risk Manager
4 or designee all books, records and other information relating to this insurance,
5 during normal business hours.

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

12 H. The procuring or existence of insurance shall not be
13 construed or deemed as a limitation on liability relating to Consultant's
14 performance or as full performance of or compliance with the indemnification
15 provisions of this Agreement.

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to City for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of City, except that Consultant may with the prior approval of the City Manager
23 of City, assign any moneys due or to become due Consultant under this Agreement. Any
24 attempted assignment or delegation shall be void, and any assignee or delegate shall
25 acquire no right or interest by reason of an attempted assignment or delegation.
26 Furthermore, Consultant shall not subcontract any portion of its performance without the
27 prior approval of the City Manager or designee, or substitute an approved subconsultant
28 or contractor without approval prior to the substitution. Nothing stated in this Section

1 shall prevent Consultant from employing as many employees as Consultant deems
2 necessary for performance of this Agreement.

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

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

13 9. OWNERSHIP OF DATA. All materials, information and data
14 prepared, developed or assembled by Consultant or furnished to Consultant in
15 connection with this Agreement, including but not limited to documents, estimates,
16 calculations, studies, maps, graphs, charts, computer disks, computer source
17 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
18 information, material and memorandum ("Data") shall be the exclusive property of City.
19 Data shall be given to City, and City shall have the unrestricted right to use and disclose
20 the Data in any manner and for any purpose without payment of further compensation to
21 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
22 Data shall not be made available to any person or entity for use without the prior approval
23 of City. This warranty shall survive termination of this Agreement for five (5) years.

24 10. TERMINATION. Either party shall have the right to terminate this
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
26 prior notice to the other party. In the event of termination under this Section, City shall
27 pay Consultant for services satisfactorily performed and costs incurred up to the effective
28 date of termination for which Consultant has not been previously paid. The procedures

1 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
2 termination, Consultant shall deliver to City all Data developed or accumulated in the
3 performance of this Agreement, whether in draft or final form, or in process. And,
4 Consultant acknowledges and agrees that City's obligation to make final payment is
5 conditioned on Consultant's delivery of the Data to City.

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

15 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
16 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
17 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
18 without breach of this Agreement by Consultant; or (c) a third party who has a right to
19 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
20 disclosed pursuant to subpoena or court order.

21 13. ADDITIONAL COSTS AND REDESIGN.

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

28 B. If the Project involves construction and the scope of work

1 requires Consultant to prepare plans and specifications with an estimate of the
2 cost of construction, then Consultant may be required to modify the plans and
3 specifications, any construction documents relating to the plans and specifications,
4 and Consultant's estimate, at no cost to City, when the lowest bid for construction
5 received by City exceeds by more than ten percent (10%) Consultant's estimate.
6 This modification shall be submitted in a timely fashion to allow City to receive new
7 bids within four (4) months after the date on which the original plans and
8 specifications were submitted by Consultant.

9 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
10 amended, nor any provision or breach waived, except in writing signed by the parties
11 which expressly refers to this Agreement.

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

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

20 17. INDEMNITY. Consultant shall, with respect to services performed in
21 connection with this Agreement, indemnify and hold harmless City, its Boards,
22 Commissions, and their officials, employees and agents (collectively in this Section,
23 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
24 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
25 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
26 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
27 Consultant, its officers, employees, agents, sub-consultants or anyone under
28 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,

1 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
2 Indemnitor relating in any way to workers' compensation. Independent of the duty to
3 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
4 City and shall continue this defense until the Claim is resolved, whether by settlement,
5 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
6 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
7 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
8 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
9 Consultant's sole expense, as may be reasonably requested, in the defense.

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

12 19. COSTS. If there is any legal proceeding between the parties to
13 enforce or interpret this Agreement or to protect or establish any rights or remedies under
14 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

15 20. NONDISCRIMINATION.

16 A. In connection with performance of this Agreement and subject
17 to applicable rules and regulations, Consultant shall not discriminate against any
18 employee or applicant for employment because of race, religion, national origin,
19 color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability.
20 Consultant shall ensure that applicants are employed, and that employees are
21 treated during their employment, without regard to these bases. These actions
22 shall include, but not be limited to, the following: employment, upgrading, demotion
23 or transfer; recruitment or recruitment advertising; layoff or termination; rates of
24 pay or other forms of compensation; and selection for training, including
25 apprenticeship.

26 B. It is the policy of City to encourage the participation of
27 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
28 procurement process, and Consultant agrees to use its best efforts to carry out

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

10 21. NOTICES. Any notice or approval required by this Agreement shall
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
12 postage prepaid, addressed to Consultant at the address first stated above, and to City at
13 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
14 copy to the City Engineer at the same address. Notice of change of address shall be
15 given in the same manner as stated for other notices. Notice shall be deemed given on
16 the date deposited in the mail or on the date personal delivery is made, whichever occurs
17 first.

18 22. COPYRIGHTS AND PATENT RIGHTS.

19 A. Consultant shall place the following copyright protection on all
20 Data: © City of Long Beach, California ____, inserting the appropriate year.

21 B. City reserves the exclusive right to seek and obtain a patent
22 or copyright registration on any Data or other result arising from Consultant's
23 performance of this Agreement. By executing this Agreement, Consultant assigns
24 any ownership interest Consultant may have in the Data to City.

25 C. Consultant warrants that the Data does not violate or infringe
26 any patent, copyright, trade secret or other proprietary right of any other party.
27 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
28 and employees harmless from any and all claims, demands, damages, loss,

1 liability, causes of action, costs or expenses (including reasonable attorney's fees)
2 whether or not reduced to judgment, arising from any breach or alleged breach of
3 this warranty.

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

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

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

20 26. TAX REPORTING. As required by federal and state law, City is
21 obligated to and will report the payment of compensation to Consultant on Form 1099-
22 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
23 resulting from payments under this Agreement. Consultant's Employer Identification
24 Number is [REDACTED] If Consultant has a Social Security Number rather than an
25 Employer Identification Number, then Consultant shall submit that Social Security
26 Number in writing to City's Accounts Payable, Department of Financial Management.
27 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
28 Consultant provides one of these numbers.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

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

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

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

13 DOUGHERTY & DOUGHERTY ARCHITECTS
14 LLP, a California limited liability company

15 April 1, 2008 By [Signature] FIA

16 Betsy Anne Dougherty FIA
Type or Print Name

17 April 1, 2008 By [Signature]

18 Brian P. Dougherty FIA
Type or Print Name

19 "Consultant"

20 CITY OF LONG BEACH, a municipal corporation

21 May 2, 2008 By [Signature] Assistant City Manager
22 City Manager

23 EXECUTED PURSUAN
24 TO SECTION 301 OF
THE CITY CHARTER.

25 "City"

26 This Agreement is approved as to form on April 14, 2008.

27 ROBERT E. SHANNON, City Attorney

28 By [Signature]
Deputy

Exhibit "A"

SCOPE OF WORK

GENERAL REQUIREMENTS

A. Sustainable Design Principles

1. Approach to green design

Projects shall be designed and constructed using high design quality and integration of all sustainable features and principles within the overall conceptual and formal architectural design (within practical funding constraints) and an integrated team approach to provide facilities that:

- Optimize energy efficiency,
- Promote occupant productivity and health,
- Utilize construction techniques and materials that promote resource conservation and environmental responsibility (durable, recyclable, recycled content, locally available, minimize construction waste etc.), and
- Can be easily modified as occupant needs change and can be easily adapted or converted to other uses.

These principles are explained in more detail in the USGBC's LEED™ rating system at <http://www.usgbc.org/>. Therefore, experience with green buildings is a requirement.

2. Approach to design integration

For best results, green-building goals should be clearly articulated as guiding principles for project development, and incorporated into the project from the earliest stages. Green building design principles affect all phases of project development, from design, construction, operations and maintenance to demolition and disposal. As progression from conceptual/schematic design to design development to construction documents to contract administration occurs, architect will be responsible to bring in technical consultants along the way. Integrated design employs a multi-disciplinary approach where all project stakeholders are involved in the design process from start to finish on a collaborative basis. The process recognizes that a design decisions made unilaterally may have a major impact on achieving sustainable design goals. Therefore, sustainability should be incorporated into the earliest design discussions with a Green Building design charrette to kick-off the project. The charrette can be utilized as a group process to define and refine green building goals and priorities with regard to the LEED™ criteria to aid in the design optimization process. Throughout the design process, collaborative,

multidisciplinary teams should explore opportunities to improve design integration.

3. The approach to Life Cycle Cost Analysis for optimization of design features

The design should include costing analysis that encompasses planning, design, construction, operation and maintenance costs. Life Cycle Cost Analysis assesses issues, options, and tradeoffs over the projected useful life of a project and looks at the net present value of design options as investments. The goal is to achieve the highest performance (environmental, quality and financial) possible at the least cost. In addition, the design team should conduct facility performance modeling in order to investigate the interrelationships of economic and environmental performance of various facility systems. Performance modeling should define the boundaries of differing design scenarios to investigate tradeoffs and optimize performance.

4.- Approach to insure that the facility obtains Certification under the LEED™ Rating System.

The Architect shall utilize the LEED™ Green Building Rating System (Version 2.2, or most current version, at start of the individual project) as developed by the USGBC to earn a minimum LEED™ Certified Rating for the building and sitework.

The Architect shall submit documentation to the USGBC through LEED™ -Online or its successor method of documentation as defined by the USGBC. Documentation shall be submitted in two separate phases: first for the design phase, and then the construction phase.

5. Energy Conservation

With a goal of designing an energy efficient and environmentally sustainable building and site, design should be based on guidelines for LEED™ certification from the USGBC. The building's energy efficiency will be maximized by exercising simple, passable criteria, such as good solar orientation, building massing and the use of deciduous trees. Other efficiencies include, but are not limited to:

- Low-e insulated glass shall be used to reduce heat gain and reflection. Roofs shall meet or exceed Title 24 requirements.
- The use of energy efficient lighting shall also be incorporated into the design.
- Fixtures selected will have a minimum of 80% efficiency light output.
- Lighting controls shall also be considered.
- The mechanical system will be designed with energy savings in mind using Energy Pro (the State of California Energy Analysis Program).

- All of the building's mechanical and electrical components and lighting will be evaluated to determine the most efficient design possible and shall use economizers and energy management controls.

B. Schematic Design Phase – Typical Scope

Architect shall elaborate on the conceptual design, and provide schematic plans, elevations and sections to indicate shell [for new building] and / or design intent. [major internal features]. The Architect shall also orchestrate and participate in a Green Building goal setting charrette. With follow-up review, the architect shall develop a scheme describing the specific approach and method to accomplish achieving a minimum Certified LEED™ rating (with highest feasible rating sought). Upon consultation and review by the City, the initial submitted scheme shall be revised and perfected. Based upon comments from the City, the Architect shall continue to refine the Design Scheme to achieve the Program requirements, to achieve the required LEED™ rating, and meet the probable construction cost budget. This refinement shall continue until there is a formal Acceptance of a Final Schematic Design by the City. This Phase is complete upon that Acceptance.

C. Design Development Phase – Typical Scope

The Architect shall prepare and submit to the City a Developed Design, indicating all building and site component details and their configurations. The design shall portray specific fulfillment of Program requirements, of LEED™ rating achievement, and of Code and Regulatory requirements. The Architect shall also submit an independent and current formal detailed construction cost estimate for the Developed Design, which should indicate the project has been designed to the construction cost budget provided. Upon consultation and review by the City, the initial Developed Design shall be revised and perfected. Based upon comments from the City, the Architect shall continue to refine the Developed Design to achieve the Program requirements, to achieve the required LEED™ rating, and meet the probable construction cost budget. During this period, the Architect shall meet and coordinate extensively with representatives of the City to facilitate their decisions on project details and resolution of issues. The refinement of the Developed Design shall continue until there is a formal Acceptance by the City of a Final Developed Design. This Phase is complete upon that Acceptance.

D. Construction Documents Phase – Typical Scope includes but is not limited to:

Upon consultation and review by the City, the initially submitted Construction Documents shall be revised and perfected by the Architect. Based upon comments from the City, the Architect shall continue to refine the Construction Documents to achieve the Program requirements, to achieve the required LEED™ rating, and meet the probable construction cost budget. During this

period, the Architect shall submit to plan check, meet and coordinate extensively with representatives of the City to facilitate required changes and to accommodate plan check corrections, verify project details and resolution of related issues. Architect shall provide all specific and modified division 2 through 16 specifications sections including references and incorporation of all 01350 and related commissioning and LEED™-required provisions. The architect shall ensure specification coordination with other sections, with the plans and all other documents within the design team scope to avoid errors and omissions. Architect shall carry out a constructability review to ensure project drawing coordination. The refinement of the Construction Documents shall continue until there is a formal Acceptance by the City of those Documents. This Phase is complete upon that Acceptance.

E. Building Commissioning Phase

The Consultant shall coordinate with and assist the City in its implementation of the prior submitted and approved Building Commissioning Plan. That plan shall result in full compliance with the LEED™ criteria for full documentation of building commissioning. In particular it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems.

F. Electronic Documents

In addition to standard hard-copy documents, all documents shall be transmitted to the City in an electronic format mutually agreed upon at the start of each individual project, such as in AutoCAD. The Architect shall also provide As-built drawings at the end the project, once red-lined drawings or equal have been submitted by the Contractor. AutoCAD or equal.-

Exhibit "B"

City representative coordinator:

Heather Martin
Analyst, Planning and Development Bureau
Parks, Recreation and Marine
2760 Studebaker Road
Long Beach, CA 90815
562/570-3155

Exhibit "C"

No materials to be provided to contractor.

EXHIBIT "D"

CITY'S POLICY FOR DISADVANTAGED, MINORITY – AND WOMEN-OWNED BUSINESS ENTERPRISES

The City of Long Beach is an equal opportunity employer and requires all Consultants to comply with policies and regulations concerning equal opportunity.

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority- and Women- Owned Business Enterprises (DBEs, MBEs, and WBEs) in all aspects of contracting relating to construction, materials and services, professional services, land development related activities, leases and concessions.

Fee Proposal

Dougherty + Dougherty works with the Client to develop a fee that is reflective of the scope of the project and the specific expertise required to provide excellent service and a quality design. The following fee discussion is indicative of the fee for public projects services. Partnering with the City of Long Beach, we will refine the fee and structure the method of developing the fee (fixed fee, percentage of construction or hourly) to meet your needs. Once scope and budget is defined, a related fee can be developed and negotiated to the mutual satisfaction of the City and A&E team.

New Construction and Additions:

Projects involving new construction are most often developed using the State recommended not-to-exceed figure of 8%, which may be converted to a fixed fee. In the interest of working with the City of Long Beach we propose to discount this figure to 7 3/4% for basic services which may then be converted to a lump sum if desired.

Remodeling/Modernization:

Projects involving either remodeling or modernization may also be developed on a fixed fee based upon a percentage of construction. The State not-to-exceed figure for this work is 11%, with the offer to once again discount this percentage to 10 3/4%. All other terms as indicate above will also apply.

LEED Consulting Services:

D+D is capable of providing LEED AP services, and contracting for commissioning and energy modeling. We will work with the City to solicit SCE Savings by Design financial support and incentives. These services will vary considering the size and scope of each project. A typical scenario is anticipated to be;

Basic LEED AP:	\$50,000
Design Commissioning:	\$15,000
Energy Modeling:	\$15,000
Construction Commissioning:	\$15 – 30,000 (depends upon contractor responsibilities)

Some of these services could be provided by or reimbursed by SCE. We will pursue these opportunities on behalf of the City.

Special Consulting Services:

In addition to basic services, it is anticipated that additional special consulting fees may include: museum exhibit designers, food service consultants and other specialty consultants. Fees for these special consulting services will be solicited within the context of specific needs, and forwarded to the City for review and approval on an as-needed basis.

Hourly Rates:

The following hourly fee schedule is provided per your request. This schedule is to be utilized where hourly rates are appropriate. The Partner-in-Charge rate is the principal rate, as are the rates for engineering principals. The project manager rate applies to the architectural project manager and consulting engineers. The job captain rate is for the architectural job captain, and technical rates are for architectural and engineering support staff. Administrative rates are applied to a project only where administrative services are directly related to the project, such as the preparation of technical specifications, the distribution of bid documents, or the maintenance of construction administration logs. The schedule of Hourly Professional Fees for the above basic services disciplines is as follows:

Architect Principal/Principal Engineer	\$160.00 per hour
Project Manager/Sr. Engineer	\$125.00 per hour
Job Captain/Jr. Engineer	\$100.00 per hour
Technical Design/Drafter	\$90.00 per hour
Junior Design/Drafter	\$75.00 per hour
Administrative Personnel	\$75.00 per hour



Reimbursable Expenses:

The above fee also encompasses 3-D electronic renderings as a part of our REVIT design effort. Reimbursable expenses are for reproduction for formal submittals, plancheck, back-check, and overnight delivery service, and are invoiced at 1.1 time's direct expense. It is assumed that the City will provide reproduction services for bid and construction.

City Provided Services:

It is understood that the City will provide as-built drawings for existing improvements, and it is assumed that an accurate topographic and utility survey will be among the documents provided. The provision of geotechnical reports is also anticipated to be provided by the City.

Dougherty + Dougherty always invites open discussion with our Clients regarding the fee and detailed scope and deliverables for the project. Adjustments to the project parameters or refinements that arise as the scope is reviewed may allow Dougherty + Dougherty and the City to adjust the fee to match a shared vision for the project. The basis for fees proposed herein are therefore subject to negotiation, and are provided for your review and reference.

