

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT
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THIS AGREEMENT is made and entered, in duplicate, as of September 17, 2014 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 9, 2014, by and between MLA GREEN, INC. DBA MIA LEHRER + ASSOCIATES, a California corporation, with a place of business at 3780 Wilshire Blvd., Suite 250, Los Angeles, California 90010 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with architectural and engineering services related to the planning and design of the Sorrento Alamitos Bay Shoreline Trail, Sidewalks, and Street Improvements ("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 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 Two Hundred Twenty-One Thousand Four Hundred Seventy Dollars (\$221,470), at the rates or charges shown in Exhibit "B".

1 B. The City's obligation to pay the sum stated above for any one
2 fiscal year shall be contingent upon the City Council of the City appropriating the
3 necessary funds for such payment by the City in each fiscal year during the term
4 of this Agreement. For the purposes of this Section, a fiscal year commences on
5 October 1 of the year and continues through September 30 of the following year.
6 In the event that the City Council of the City fails to appropriate the necessary
7 funds for any fiscal year, then, and in that event, the Agreement will terminate at
8 no additional cost or obligation to the City.

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

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

27 E. Consultant represents that Consultant has obtained all
28 necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

2 F. CAUTION: Consultant shall not begin work until this
3 Agreement has been signed by both parties and until Consultant's evidence of
4 insurance has been delivered to and approved by the City.

5 2. TERM. The term of this Agreement shall commence at midnight on
6 October 1, 2014, and shall terminate at 11:59 p.m. on October 1, 2016, unless sooner
7 terminated as provided in this Agreement, or unless the services or the Project is
8 completed sooner.

9 3. COORDINATION AND ORGANIZATION.

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

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

22 4. INDEPENDENT CONTRACTOR. In performing its services,
23 Consultant is and shall act as an independent contractor and not an employee,
24 representative, or agent of City. Consultant shall have control of Consultant's work and
25 the manner in which it is performed. Consultant shall be free to contract for similar
26 services to be performed for others during this Agreement provided, however, that
27 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
28 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from

1 Consultant's compensation, b) City will not secure workers' compensation or pay
2 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and
3 Consultant is not entitled to any of the usual and customary rights, benefits or privileges
4 of City employees. Consultant expressly warrants that neither Consultant nor any of
5 Consultant's employees or agents shall represent themselves to be employees or agents
6 of City.

7 5. INSURANCE.

8 A. As a condition precedent to the effectiveness of this
9 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
10 duration of this Agreement, from insurance companies that are admitted to write
11 insurance in California and have ratings of or equivalent to A:V by A.M. Best
12 Company or from authorized non-admitted insurance companies subject to
13 Section 1763 of the California Insurance Code and that have ratings of or
14 equivalent to A:VIII by A.M. Best Company the following insurance:

15 (a) Commercial general liability insurance (equivalent in scope to
16 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
17 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
18 coverage shall include but not be limited to broad form contractual liability,
19 cross liability, independent contractors liability, and products and
20 completed operations liability. The City, its boards and commissions, and
21 their officials, employees and agents shall be named as additional
22 insureds by endorsement (on City's endorsement form or on an
23 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
24 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33
25 07 04 and CG 20 37 07 04), and this insurance shall contain no special
26 limitations on the scope of protection given to the City, its boards and
27 commissions, and their officials, employees and agents. This policy shall
28 be endorsed to state that the insurer waives its right of subrogation

1 against City, its boards and commissions, and their officials, employees
2 and agents.

3 (b) Workers' Compensation insurance as required by the California
4 Labor Code and employer's liability insurance in an amount not less than
5 \$1,000,000. This policy shall be endorsed to state that the insurer waives
6 its right of subrogation against City, its boards and commissions, and their
7 officials, employees and agents.

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

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

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

18 C. Each insurance policy shall be endorsed to state that
19 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
20 days prior written notice to City, shall be primary and not contributing to any other
21 insurance or self-insurance maintained by City, and shall be endorsed to state that
22 coverage maintained by City shall be excess to and shall not contribute to
23 insurance or self-insurance maintained by Consultant. Consultant shall notify the
24 City in writing within five (5) days after any insurance has been voided by the
25 insurer or cancelled by the insured.

26 D. If this coverage is written on a "claims made" basis, it must
27 provide for an extended reporting period of not less than one hundred eighty (180)
28 days, commencing on the date this Agreement expires or is terminated, unless

1 Consultant guarantees that Consultant will provide to the City evidence of
2 uninterrupted, continuing coverage for a period of not less than three (3) years,
3 commencing on the date this Agreement expires or is terminated.

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

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

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

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

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

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

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

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

24 9. OWNERSHIP OF DATA. All materials, information and data
25 prepared, developed, or assembled by Consultant or furnished to Consultant in
26 connection with this Agreement, including but not limited to documents, estimates,
27 calculations, studies, maps, graphs, charts, computer disks, computer source
28 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,

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

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

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

26 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available

1 without breach of this Agreement by Consultant; or (c) a third party who has a right to
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

28 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 17. INDEMNITY.

4 A. Consultant shall indemnify, protect and hold harmless City, its
5 Boards, Commissions, and their officials, employees and agents ("Indemnified
6 Parties"), from and against any and all liability, claims, demands, damage, loss,
7 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
8 costs and expenses, including attorneys' fees, court costs, expert and witness
9 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
10 whole or in part, out of or in connection with (1) Consultant's breach or failure to
11 comply with any of its obligations contained in this Agreement, or (2) negligent or
12 willful acts, errors, omissions or misrepresentations committed by Consultant, its
13 officers, employees, agents, subcontractors, or anyone under Consultant's control,
14 in the performance of work or services under this Agreement (collectively "Claims"
15 or individually "Claim").

16 B. In addition to Consultant's duty to indemnify, Consultant shall
17 have a separate and wholly independent duty to defend Indemnified Parties at
18 Consultant's expense by legal counsel approved by City, from and against all
19 Claims, and shall continue this defense until the Claims are resolved, whether by
20 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
21 breach, or the like on the part of Consultant shall be required for the duty to defend
22 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
23 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
24 in the defense.

25 C. If a court of competent jurisdiction determines that a Claim
26 was caused by the sole negligence or willful misconduct of Indemnified Parties,
27 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
28 court determines sole negligence by the Indemnified Parties, or (2) reduced by the

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

2 D. To the extent this Agreement is a professional service
3 agreement for work or services performed by a design professional (architect,
4 landscape architect, professional engineer or professional land surveyor), the
5 provisions of this Section regarding Consultant's duty to defend and indemnify
6 shall be limited as provided in California Civil Code Section 2782.8, and shall
7 apply only to Claims that arise out of, pertain to, or relate to the negligence,
8 recklessness, or willful misconduct of the Consultant.

9 E. The provisions of this Section shall survive the expiration or
10 termination of this Agreement.

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

13 19. NONDISCRIMINATION.

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

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry out
27 this policy in its use of subconsultants and contractors to the fullest extent
28 consistent with the efficient performance of this Agreement. Consultant may rely

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1 on written representations by subconsultants and contractors regarding their
2 status. Consultant shall report to City in May and in December or, in the case of
3 short-term agreements, prior to invoicing for final payment, the names of all
4 subconsultants and contractors hired by Consultant for this Project and information
5 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
6 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
7 637).

8 20. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
9 accordance with the provisions of the Ordinance, this Agreement is subject to the
10 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
11 Long Beach Municipal Code, as amended from time to time.

12 A. During the performance of this Agreement, the Consultant
13 certifies and represents that the Consultant will comply with the EBO. The
14 Consultant agrees to post the following statement in conspicuous places at its
15 place of business available to employees and applicants for employment:

16 "During the performance of a contract with the City of Long Beach,
17 the Consultant will provide equal benefits to employees with spouses and its
18 employees with domestic partners. Additional information about the City of
19 Long Beach's Equal Benefits Ordinance may be obtained from the City of
20 Long Beach Business Services Division at 562-570-6200."

21 B. The failure of the Consultant to comply with the EBO will be
22 deemed to be a material breach of the Agreement by the City.

23 C. If the Consultant fails to comply with the EBO, the City may
24 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
25 or to become due under the Agreement may be retained by the City. The City
26 may also pursue any and all other remedies at law or in equity for any breach.

27 D. Failure to comply with the EBO may be used as evidence
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

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1 Municipal Code 2.93 et seq., Contractor Responsibility.

2 E. If the City determines that the Consultant has set up or used
3 its contracting entity for the purpose of evading the intent of the EBO, the City may
4 terminate the Agreement on behalf of the City. Violation of this provision may be
5 used as evidence against the Consultant in actions taken pursuant to the
6 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor
7 Responsibility.

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

16 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

23 C. Consultant warrants that the Data does not violate or infringe
24 any patent, copyright, trade secret or other proprietary right of any other party.
25 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
26 and employees harmless from any and all claims, demands, damages, loss,
27 liability, causes of action, costs or expenses (including reasonable attorneys' fees)
28 whether or not reduced to judgment, arising from any breach or alleged breach of

1 this warranty.

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

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

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

18 26. TAX REPORTING. As required by federal and state law, City is
19 obligated to and will report the payment of compensation to Consultant on Form 1099-
20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
21 resulting from payments under this Agreement. Consultant shall submit Consultant's
22 Employer Identification Number (EIN), or Consultant's Social Security Number if
23 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
24 Financial Management. Consultant acknowledges and agrees that City has no obligation
25 to pay Consultant until Consultant provides one of these numbers.

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

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

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

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

10
11
12 OCTOBER 1, 2014
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14 _____, 20__

MLA GREEN, INC. DBA MIA LEHRER + ASSOCIATES, a California corporation

By [Signature]
Name MIA LEHRER
Title PRESIDENT

By _____
Name _____
Title _____

"Consultant"

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19 October 30, 2014

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

By [Signature]
City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

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21
22 This Agreement is approved as to form on 10/14,
23 2014.

24
25 CHARLES PARKIN, City Attorney
26 By [Signature]
27 Deputy
28

1 October 2014

Rachael Tanner
City Manager's Office
City of Long Beach
333 West Ocean Boulevard
13th Floor
Long Beach, CA 90802

Dear Ms. Tanner:

MLA Green, Inc. is doing business as Mia Lehrer + Associates as a S-Corporation. The officers of the corporation are:

Mia Lehrer	Chief Executive Officer
	President
	Secretary
	Chief Financial Officer

Mia Lehrer is also the 100% shareholder owner. The above is stated in the Written Consent of Sole Director of MLA Green, Inc., a California corporation document signed and dated on August 31, 2009.

Sincerely,



Mia Lehrer, FASLA
President

MIA LEHRER + ASSOCIATES
3780 Wilshire Blvd, Suite 250, Los Angeles, CA 90010
t: 213 384 3844 | www.mlagreen.com

EXHIBIT "A"

Scope of Work

02

PROJECT UNDERSTANDING AND APPROACH

Landscape Architecture:

Mia Lehrer + Associates

Jeff Hutchins, RLA, ASLA. *Principal*

3780 Wilshire Blvd., Suite 250

Los Angeles, CA 90010

213.384.3844 *tel*

jeff@mlagreen.com

Civil Engineering:

JMC2 Engineering

John M. Cruikshank, PE. *Principal*

411 N. Harbor Blvd., Suite 201

San Pedro, CA 90731

310.241.6550 *tel*

jcruikshank@jmc2.com

Electrical Engineering:

P2S Engineering

Aravind Batra, PE, LC, LEED AP

Principal, Senior Electrical Engineer

5000 East Spring St. 8th Floor

Long Beach, CA. 30815-5218

562.497.2999 *tel*

aravind.batra@p2seng.com

Cost Estimating:

Cumming LLC.

Philip Mathur, MRICS. *Managing Director*

523 West 6th Street

Los Angeles, CA. 90014

213.408.4518 *tel*

cumming.com

Community Outreach:

Roosevelt Design Studio

Julianna Roosevelt. *Founder*

4325 Country Club Lane

Long Beach, CA 90807

310.291.1665 *tel*

jrgardens@gmail.com

Structural Engineering:

IDG Structural Engineering

Farshid Beshid, SE. *President*

6040 North Figueroa St.

Los Angeles, CA. 90042

323.257.8854 *tel*

farshid@idgeng.com

Geotechnical Engineering:

Geocon

Neal Berliner, G.E. *President*

3303 N. San Fernando Blvd., Suite 100

Burbank, CA. 91504

818.841.8388 *tel*

Berliner@geoconinc.com

Project Understanding

Project Understanding

The City of Long Beach is undertaking the planning, engineering, permitting, design, outreach, and construction support services for the Sorrento Alamitos Bay Shoreline Trail. The trail will be sited in the 15-foot public right-of-way fronting the property at 5425 East Sorrento Drive and extend continuously to 5633 East Sorrento Drive. From 5609 to 5633 the public right-of-way shall remain in an unimproved state. The five foot wide ADA-compliant trail will be designed for pedestrian use. The project also includes: 1) improvements to five (5) vertical access ways, including stairs, which connect the trail to the sidewalks on East Sorrento Drive, 2) improvements to the sidewalks on East Sorrento Drive between 2nd Street and Appian Way, and 3) resurfacing and striping improvements to the roadway, East Sorrento Drive, between 2nd Street and Appian Way.

In addition to the Sorrento Alamitos Bay Shoreline Trail and the minor drainage improvements to East Sorrento Drive listed above, the project scope of work includes the following items:

- 1) **Street Improvements:** Documentation through 100% Schematic Design for the installation of new street improvements, including street re-surfacing, street re-striping, and sidewalk repairs, on East Sorrento Drive. The City of Long Beach Department of Public Works will prepare Construction Documents and specifications for the street improvements.
- 2) **Phasing Strategy:** In compliance with the requirements for the City of Long Beach Local Coastal Permit, a phasing strategy shall be developed for the construction of Sorrento Trail and East Sorrento Drive Streetscape.
- 3) **Stakeholder and Community Outreach Meetings:** The project will benefit from inclusion of outreach meetings to envision the project, build consensus amongst project stakeholders and to secure public agency approvals for the project. A total of three (3) outreach meetings is included in the scope of work.

The California Coastal Commission (CCC) is requiring the enhancement of the trail as part of the Naples Island Seawall Repair Project Phase I. The Consultant Team shall design the trail in accordance with the CCC's conditions of approval, the City's Local Coastal Program, and in consultation with City Staff and with input from the public.

Special Condition 14 outlines the requirements of the trail. The ADA-compliant walk is to be constructed in the public right-of-way that runs along the Los Cerritos Channel between East 2nd Street and East Appian Way. The walk along the majority of the waterfront will allow for disabled persons to easily access this scenic waterfront location. Construction of the walkway and supporting walls will be restricted to existing filled areas (above high tide line) within the 15-foot wide public right-of-way, to the maximum extent feasible, while still allowing for a continuous improved public access way. The team

will explore the feasibility of a pile-supported boardwalk to extend over the sandy portion of the right-of-way that exists in front of three properties where the right-of-way has not been previously filled (at 5455, 5459, and 5465 East Sorrento Drive). Mudflats within the right-of-way, like the segment of the unimproved trail east of 5609 East Sorrento Drive, would remain unfilled and unimproved. The walkway will be connected to the existing vertical access ways which will provide linkages to the sidewalk adjacent to East Sorrento Drive, which provides public access between East 2nd Street and East Appian Way. Special Condition 14 also requires a signage plan which will indicate that the Sorrento Alamitos Bay Shoreline Trail is open to the general public. Public access signs with directions to Sorrento Alamitos Bay Shoreline Trail shall be posted.

Pursuant to the CCC requirements, the Consultant Team shall consider the following items during the planning and design process for the Sorrento Alamitos Bay Shoreline Trail: privacy walls, vertical accessways, signage, path width and material, low-level pedestrian lighting, and ADA compliance. The Consultant Team shall also consider potential landscaping, including plant selection, placement and irrigation.

The Consultant Team shall design and execute a public engagement process that allows residents and other project stakeholders to provide input. Stakeholders, including residents and walkway users, shall be invited to meetings that shall be advertised, properly noticed and open to the public. The consultant shall work in close collaboration with the City staff through the design process, in order to meet the needs and priorities of the City.

Project Scope of Services

Task 1.0: Conceptual Design. Duration: 3 months

The Consultant Team shall prepare Analysis and Conceptual Design drawings for the established project design for both the Sorrento Trail and the East Sorrento Drive improvements. The work shall include:

- 1.1 Review existing project-related information, including environmental documentation and City documentation standards.
- 1.2 Conduct site visit, site documentation and site analysis.
- 1.3 Attend project kick-off meeting. The Consultant Team shall attend a project kick-off meeting with the City of Long Beach to further understand the project's goals and objectives, refine the project schedule with anticipated review times, refine approach to the scope of work, discuss public agency approval strategy and refine proposed stakeholder and community outreach strategy. The site visit and project kick-off meeting shall be conducted on the same day.
- 1.4 East Sorrento Drive Conditions Assessment. The Civil Engineer, shall conduct a review and documentation of existing conditions on East Sorrento Drive. This will be a brief narrative report.
- 1.5 Conduct Stakeholder Interviews. The Consultant Team shall conduct stakeholder interviews over the course of one (1) day with parties interested in the project to further understand stakeholders' goals, vision and concerns related to the project. The City of Long Beach shall assist the Consultant Team with identifying project stakeholders.
- 1.6 Develop Draft Conceptual Design and Concept Narrative. Based on site survey, site analysis, street conditions, established project goals and stakeholder interviews, the Consultant Team shall prepare a Draft Conceptual Design, Concept Narrative and inspiration imagery for Sorrento Alamitos Bay Shoreline Trail.
- 1.7 Draft Conceptual Design Client / DPW / Tidelands Presentation. The Consultant Team shall present the Draft Conceptual Design to the Client, the Department of Public Works and Tidelands for review and comment in one meeting. The agenda of this meeting is to ensure that the proposed concept is consistent with City expectations and DPW standards prior to presenting to the Community.
- 1.8 Outreach Meeting No. 1 – Site Analysis and Draft Conceptual Design. The Consultant Team shall present the stakeholder feedback and analysis deliverables including: Sorrento Trail Site Analysis, and Conceptual Design to the community for review and comment.
- 1.9 Develop Final Conceptual Design and Concept Narrative. Based on feedback received by the community in Outreach Meeting No. 1, the Consultant Team shall prepare Final Conceptual Design materials, including updated plan and inspiration imagery, for review and comment by the community.
- 1.10 Final Conceptual Design Client / DPW / Tidelands Presentation. The Consultant Team shall present the Final Conceptual Design to the Client, the Department of Public Works and Tidelands for review and comment in one meeting. The agenda of this meeting is to ensure that the final

concept is consistent with City expectations and DPW standards prior to presenting to the community.

- 1.11 Outreach Meeting No. 2 – Final Conceptual Design. The Consultant Team shall present the Final Conceptual Design to the community for review and comment. The Final Conceptual Design and Concept Narrative shall serve as the basis of design for the Schematic Design Phase.

Task 1.0 Meetings:

- One (1) Project Kick-Off Meeting
- One (1) Site Visit (Site Visit and Project Kick-Off Meeting to be conducted on the same day)
- One (1) Day of Stakeholder Interviews
- One (1) City of Long Beach Client, Tidelands and DPW Staff Meeting – Site Conditions and Analysis, Draft Conceptual Design
- Outreach Meeting No. 1 – Site Conditions and Analysis, Draft Conceptual Design
- One (1) City of Long Beach Client, Tidelands and DPW Staff Meeting – Final Conceptual Design
- Outreach Meeting No. 2 – Final Conceptual Design
- One (1) Consultant Coordination Meeting
- Up to two (2) Client Go-To Meetings

Task 1.0 Deliverables: (One hard copy and digital files will be provided for city distribution.)

- Site Analysis
- East Sorrento Drive Conditions Assessment
- Draft Conceptual Design, Narrative and Inspiration Images
- Final Conceptual Design, Narrative and Inspiration Images

Task 2.0: Schematic Design & Local Coastal Development Permitting. Duration: 3 months

The Consultant Team shall prepare Schematic Design drawings, calculations, specifications and cost estimates for the established project design for both the Sorrento Trail and East Sorrento Drive. The work shall include:

- 2.1 Prepare Geotechnical Report. This task will include the following items:
- 2.1.1 Review published geologic maps and other literature pertaining to the site to aid in evaluating geologic hazards that may be present.
 - 2.1.2 Conduct Underground Service Alert to delineate public utilities along the walkway delineation prior to performing excavating operations. Coordinate site access for field explorations.
 - 2.1.3 Excavate up to six (6) small diameter test borings along the proposed walkway utilizing a limited-access hollow-stem auger drilling machine and hand-auger equipment. Proposed boring depths are anticipated to be between 7 and 20 feet

Project Scope of Services

- below the existing ground surface. Perform sampling during excavation of the test borings, examine the prevailing soil conditions, verify the depth of groundwater, and gather the information necessary for design of the proposed project.
- 2.1.4 Backfill and compact boring excavations and restore the ground surface as necessary.
 - 2.1.5 Perform laboratory tests on selected soil samples to evaluate the in-situ density, shear strength, compaction and expansion characteristics of the prevailing soil conditions. Testing for Water-Soluble Sulfate, Chloride, PH and Resistivity of the soils for concrete and utility pipe corrosivity design will also be included.
 - 2.1.6 Prepare written report for the proposed project presenting findings, conclusions and recommendations regarding the geotechnical aspects of constructing the walkway as presently proposed. The report will be suitable for submittal to the Building Official and design professionals and will contain conclusions and recommendations.
 - 2.1.7 In addition to the above geotechnical design and construction recommendations, a seismic hazard evaluation will be performed.
- 2.2 Develop 100% Schematic Design drawings. Based on the approved Conceptual Design, the Consultant Team shall prepare 100% Schematic Design drawings, for both Sorrento Trail and East Sorrento Drive street improvements which shall include:
- 2.2.1 Site Plans including proposed trail, stairs, sidewalks, roadway and street improvements.
 - 2.2.2 Elevations and Sections.
 - 2.2.3 Primary Material and Color Selections.
 - 2.2.4 Light Fixture Cut Sheets (if needed)
- 2.3 Develop Preliminary Construction Phasing Plan. The Consultant Team shall develop a preliminary phasing plan outlining implementation strategy for the proposed project elements.
- 2.4 Develop 100% Schematic Design Order of Magnitude Cost Estimate. The Consultant Team shall prepare a cost estimate of the 100% Schematic Design in conjunction with proposed phasing strategies.
- 2.5 Updated Design Schedule: The Consultant Team shall provide an updated Design Schedule in Microsoft Project Format.
- 2.6 100% Schematic Design Client / DPW / Tidelands Presentation: The Consultant Team shall present 100% Schematic Design drawings, cost estimate, construction phasing strategies to the Client for review and comment. The agenda of this meeting is to ensure that the proposed schematic design is consistent with City expectations and DPW standards prior to presenting to the Community.
- 2.7 Assist the City with CEQA Compliance: The Consultant Team shall review the CEQA requirements to ensure that the design is in conformance with the requirements.

- 2.8 Outreach Meeting No. 3 – 100% Schematic Design Update: The Consultant Team shall present the 100% Schematic Design drawings to community members. This meeting is intended to be a more informal progress update session.
- 2.9 Prepare Inputs to City of Long Beach Local Coastal Development Permit Application: The Consultant Team shall prepare inputs to the Local Coastal Development Permit Application prepared by the City of Long Beach. The inputs shall include:
- 2.9.1 Site Plan
 - 2.9.2 Grading, striping and erosion control plans
 - 2.9.3 Planting Plan
 - 2.9.4 Tree Removal Plan
 - 2.9.5 Plant Palette
 - 2.9.6 Hardscape Materials Palette

Task 2.0 Meetings:

- 100% Schematic Design Client / DPW / Tidelands Presentation
- Outreach Meeting No. 3 – 100% Schematic Design Update
- Up to two (2) Client Go To Meetings
- Up to two (2) Consultant Coordination Meetings

Task 2.0 Deliverables:

- Geotechnical Report
- 100% Schematic Design Drawings
- 100% Schematic Design Cost Estimate
- Outline Specifications
- Preliminary Construction Phasing Plan
- Updated Design Schedule
- Inputs to Local Coastal Development Permit Application Package

Task 3.0: Construction Documents. Duration: 4 months

The Consultant Team shall prepare construction and bid drawings, calculations, specifications and cost estimates for the established project design for the Sorrento Trail. The work shall include:

- 3.1 Prepare 60% Construction Documents: 60% Construction Documents shall include:
- 3.1.1 Cover Sheet, General Notes and Legends, Conditions of Approval
 - 3.1.2 Site and Project Architectural Engineering Plans, Sections, Elevations and Details: Civil Engineering, Hardscape, Structural Engineering, Planting and Irrigation. (Electrical Engineering is an optional service.)
 - 3.1.3 Fixture and Equipment Schedules.

Project Scope of Services

3.1.4 Technical Specifications.

- 3.2 Prepare 60% Construction Documents Order of Magnitude Cost Estimate. The Consultant Team shall prepare a 60% Construction Documents Cost Estimate.
- 3.3 60% Construction Documents City / DPW / Tidelands Meeting. The Consultant Team shall meet with the City, Tidelands and DPW representatives to review the proposed 60% Construction Documents. The agenda of this meeting is to ensure that the proposed concept is consistent with City expectations and DPW standards.
- 3.4 Prepare final specifications. The Consultant Team shall prepare final specifications for scope of work associated with the Sorrento Trail.
- 3.5 100% Construction Documents. The Consultant Team shall prepare the 100% Construction Documents.
- 3.6 Attend Planning Commission Meeting: At the request of the City of Long Beach, the Consultant Team shall attend one (1) Planning Commission Meeting to answer technical questions asked by commission members or staff.
- 3.7 Plan Check Submittal. The Consultant Team shall submit for Plan Check.
- 3.8 Plan Check Corrections. The Consultant Team shall prepare plan check corrections and re-submit drawings.

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Task 3.0 Meetings:

- Up to three (3) Client Go-To Meetings
- One (1) City of Long Beach Tidelands and DPW Staff Meeting
- Up to four (4) Consultant Coordination Meetings as needed.
- One (1) Planning Commission Meeting

Task 3.0 Deliverables:

- 60% Construction Documents
- 60% Construction Documents Cost Estimate
- Draft Specifications
- 100% Construction Documents
- 100% Construction Documents Cost Estimate
- Final Specifications
- Plan Check Submittal
- Plan Check Corrections

Task 4.0 Bidding: Duration: 2 months

The City of Long Beach shall prepare bid documents. The Consultant Team shall assist the City's project manager by reviewing and commenting on the bid documents prepared by the City. The Consultant Team has allocated hours amongst the consultant team to this task. This work shall include:

- 4.1 Review and Comment on Bid Documents: The Consultant Team shall review and comment on the bid documents prepared by the City.
- 4.2 Attend mandatory pre-bid meeting: The Consultant Team shall attend a mandatory pre-bid meeting.
- 4.3 Respond to bid phase questions. The Consultant Team shall respond to bid phase questions asked by the bidders.
- 4.4 Assist in preparing addenda items. The Consultant Team shall prepare addenda items as needed to clarify responses to bidder's questions.

Task 5.0: Construction. Duration to be Determined.

The Consultant Team shall assist the City of Long Beach during construction by providing the following services. After the approach to the construction sequencing and construction schedule is developed, we will address the assumed fees for this phase. This work shall include:

- 5.1 Attend construction meetings.
- 5.2 Review contractor material submittals and shop drawings.
- 5.3 Respond to RFI's.
- 5.4 Prepare drawings for contractor field revisions.
- 5.5 Assist City with warranty-related work or other construction deficiencies.
- 5.6 Prepare Punch List and Final Walk.

Project Scope of Services

Optional Services:

If desired and directed by the City of Long Beach, the Consultant Team will perform the any of the following optional services.

Naples Island Irrigation System Design. Duration: 2 Months.

Concurrent with Task 1.0, the Consultant Team shall prepare documentation for the Naples Island irrigation system design. The intent is to promote coordination of the irrigation system with the Seawall Phase I project.

1. Prepare 100% Schematic Design Irrigation Plans. The Consultant Team shall prepare 100% Schematic Design Irrigation Plans for the Naples Island Phase I Seawall project planting areas.
2. Prepare 100% Construction Documents Irrigation Plans. ML+A shall prepare 100% Construction Documents Irrigation Plans for the Naples Island Phase I Seawall project planting areas.
3. Irrigation System Specifications: The Consultant Team shall prepare final specifications for irrigation system installation.

Irrigation System Design Meetings:

- One (1) 100% SD Coordination Meetings
- One (1) 100% CD Coordination Meetings
- Two (2) City of Long Beach Client Meetings

Irrigation System Design Deliverables:

- 100% Schematic Design Plans
- 100% Construction Documents
- Final Specifications

Outreach Meeting No. 4 – Draft Naples Island Landscape Guidelines.

At the appropriate juncture, the Consultant Team will present the Naples Island Landscape Guidelines to the broader Naples Island Community in order to receive their feedback on the document.

Additional Planning and Coastal Commission Hearings.

If needed, the Consultant Team will attend the following hearing in support of the public approval process conducted by the City of Long Beach.

- One (1) Coastal Commission Hearing (if necessary)

Civil Engineering Services

The Civil Engineer would be pleased to provide the following services, which are not presently included in this proposal: subsurface utility exploration, hydrology/hydraulics report, site demolition plans, drainage plans, utility plans, horizontal control plans, tentative or final tract mapping, sewer and/or storm water pump designs, standard urban storm water mitigation plan (SUSMP), low impact development (LID) plans, storm water pollution prevention plan (SWPPP), building sub-drain connections, street improvement/lighting plans, traffic plans, signing and striping plans, cost estimates, weekly Qualified SWPPP Practitioner (QSP) inspections and Annual Report Services, attendance at construction meetings, review of submittals, response to RFI's, assist City with construction issues, or any other surveying and/or civil engineering services.

Geotechnical Inspections

The Geotechnical Consultant shall provide inspections related to geotechnical work during the construction phase.

Exclusions to the Scope of Services:

1. Revisions to the design or to the schematic design documents after their approval by the Owner when such revisions arise out of a decision by the Owner to modify the project program or budget and when such revisions are not the result of actions by the Consultant or could not have reasonably been foreseen by the Consultant.
2. Artist selection or coordination.
3. Additional meetings or presentations outside of the Los Angeles local area.
4. Presentation Models.
5. Additional geotechnical exploration after submittal of preliminary report.

Project Schedule

SORRENTO ALAMEDA SHORELINE TRAIL: DRAFT PROJECT SCHEDULE

August 28, 2014

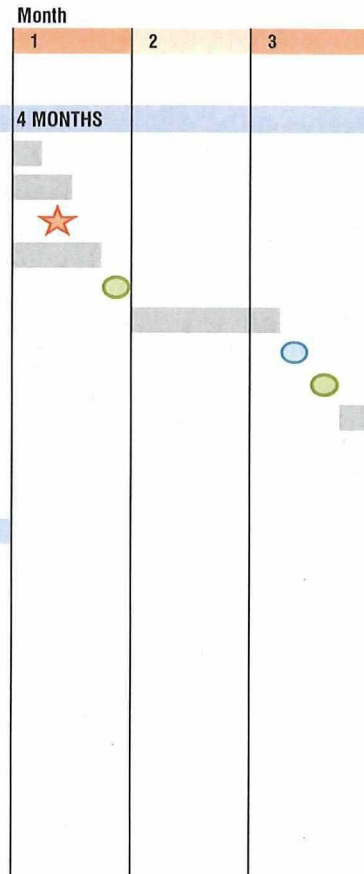
Tasks in Support of Services Requested

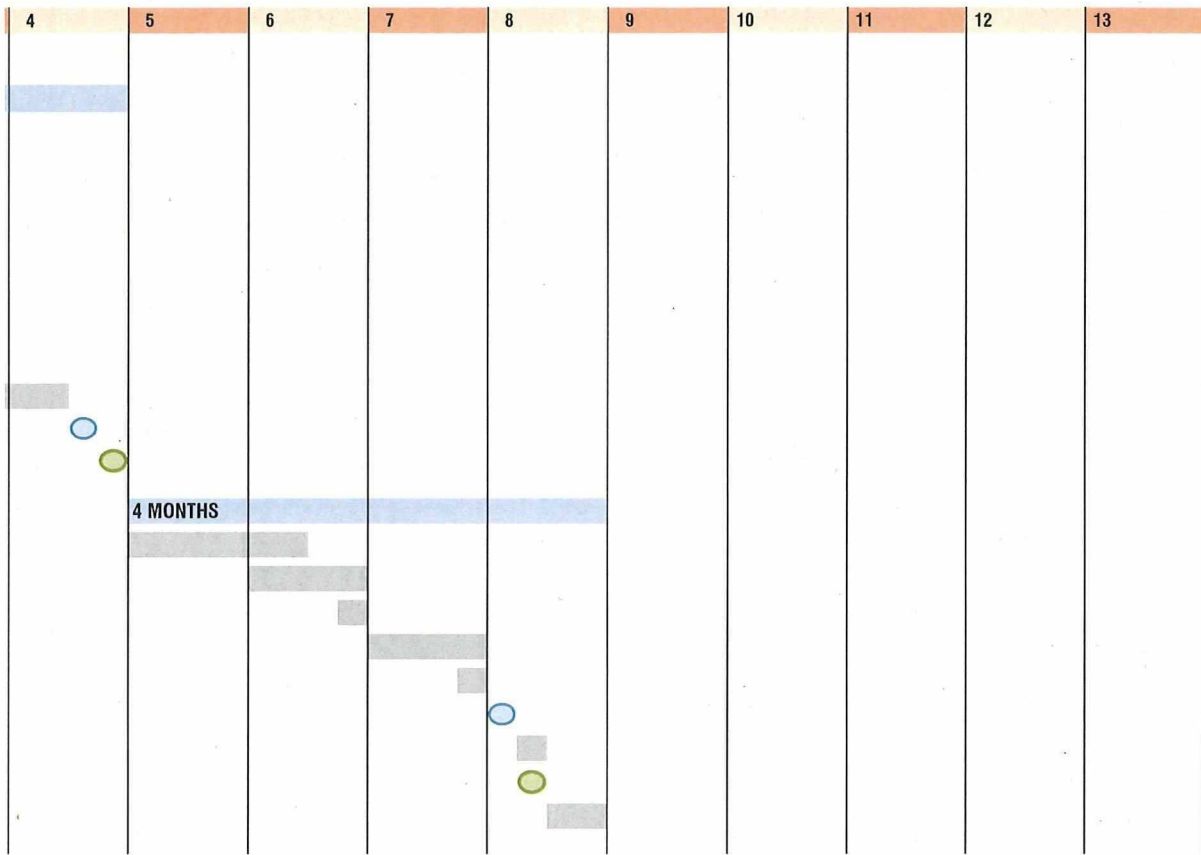
Task 1.0: Conceptual Design

- Task 1.1: Review Project Information
- Task 1.2: Site Visit, Site Documentation & Preliminary Site Analysis
- Task 1.3: Project Kick-Off Meeting
- Task 1.4: East Sorrento Drive Conditions Assessment
- Task 1.5: Stakeholder Interviews - 1 Day
- Task 1.6: Draft Conceptual Design and Concept Narrative
- Task 1.7: Draft Conceptual Design Client / DPW / Client Presentation
- Task 1.8: Outreach Meeting No. 1 - Preliminary Conceptual Design and Cost Estimate
- Task 1.9: Final Conceptual Design and Concept Narrative
- Task 1.10: Final Conceptual Design Client Presentation
- Task 1.11: Outreach Meeting No. 2 - Final Conceptual Design

Task 2.0: Schematic Design and Local Coastal Development Permitting

- Task 2.1: Geotechnical Report
- Task 2.2: 100% Schematic Design
- Task 2.3: Preliminary Construction Phasing Plan
- Task 2.4: 100% Schematic Design Cost Estimate
- Task 2.5: Updated Design Schedule
- Task 2.6: 100% Schematic Design Client / DPW / Tidelands Presentation
- Task 2.7: CEQA Compliance
- Task 2.8: Outreach Meeting No. 3 - 100% Schematic Design Update
- Task 2.9: Inputs to Local Coastal Development Permit Application





Project Schedule

	Month		
	1	2	3
Task 3.0: Construction Documents			
Task 3.1: 60% Construction Documents			
Task 3.2: 60% Construction Documents Cost Estimate			
Task 3.3: 60% CD City / DPW / Tidelands Meeting			
Task 3.4: Final Specifications			
Task 3.5: 100% Construction Documents			
Task 3.6: Attend Planning Commission Meeting			
Task 4.6: Plan Check Submittal			
Task 4.7: Plan Check Corrections			
Task 4.0: Bidding			
Task 4.1: Review and Comment on Bid Documents Prepared by City of Long Beach			
Task 4.2: Attend Mandatory Pre-Bid Meeting			
Task 4.3: Respond to Bid Phase Questions			
Task 4.4: Assist in Preparing Addenda Items			
Task 5.0: Construction Phase Services			
<i>Duration of Construction Phase to be determined</i>			

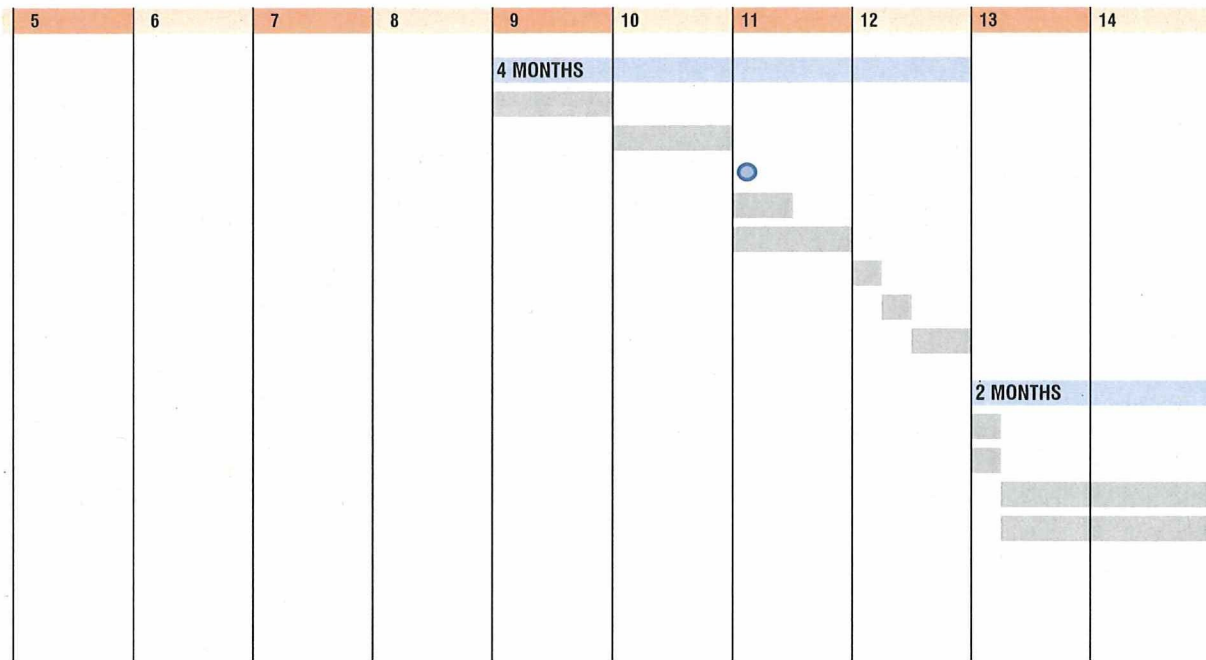


EXHIBIT “B”

Rates or Charges

City of Long Beach

Statement of Qualifications and Proposal for Architectural / Engineering Services for the Planning & Design of Sorrento Alamitos Bay Shoreline Trail Part 2: Cost Proposal

AUGUST 28, 2014

PROJECT TEAM

Landscape Architecture and Irrigation System Design: **Mia Lehrer + Associates**

Outreach Consultant: **Roosevelt Design Studio**

Civil Engineering: **JMC2 Engineering**

Structural Engineering: **IDG Structural Engineering**

MEP Engineering: **P2S Engineering**

Geotechnical Engineering: **Geocon**

Cost Estimating: **Cumming LLC**

MIA LEHRER + ASSOCIATES
LANDSCAPE ARCHITECTURE



Vista Hermosa Natural Park



Silver Lake Pedestrian Path



Hillcrest Park Master Plan

Section 1: Cover Letter
Cover Letter

Section 2: Cost Proposal

Team Composition p. 01

Project Fee Schedule p. 03

Team Hourly Rates p. 04

Mia Lehrer+ Associates

Roosevelt Design Studio

JMC2 Engineering

IDG Structural Engineering

P2S Engineering

Geocon

Cumming LLC

01

COVER LETTER

August 28, 2014

City of Long Beach
c/o City Clerk – Attn: Anne Takii
333 West Ocean Blvd., Plaza Level
Long Beach, CA. 90802

**Re: RFP No. RFP CM-14-023 for Sorrento Alamitos Bay Shoreline Trail
Cost Proposal**

Dear Ms. Takii:

Mia Lehrer+Associates submits the enclosed revised Cost Proposal for the Sorrento Alamitos Bay Shoreline Trail to the City of Long Beach to accompany the technical proposal.

The Cost Proposal includes professional fees and hourly rates for all personnel associated with the firms included on our sub-consultant team.

ML+A is looking forward to the possibility of collaborating with the City of Long Beach on this project. We look forward to speaking with you further upon your review of our qualifications.

Sincerely,



Mia Lehrer, FASLA
President, MLA Green, Inc. dba Mia Lehrer + Associates
a California Corporation

213.384.3844
www.mlagreen.com

02

COST PROPOSAL

Landscape Architecture:

Mia Lehrer + Associates

Jeff Hutchins, RLA, ASLA. *Principal*

3780 Wilshire Blvd., Suite 250

Los Angeles, CA 90010

213.384.3844 *tel*

jeff@mlagreen.com

Civil Engineering:

JMC2 Engineering

John M. Cruikshank, PE. *Principal*

411 N. Harbor Blvd., Suite 201

San Pedro, CA 90731

310.241.6550 *tel*

jcruikshank@jmc2.com

Electrical Engineering:

P2S Engineering

Aravind Batra, PE, LC, LEED AP

Principal, Senior Electrical Engineer

5000 East Spring St. 8th Floor

Long Beach, CA. 30815-5218

562.497.2999 *tel*

aravind.batra@p2seng.com

Cost Estimating:

Cumming LLC.

Philip Mathur, MRICS. *Managing Director*

523 West 6th Street

Los Angeles, CA. 90014

213.408.4518 *tel*

cumming.com

Community Outreach:

Roosevelt Design Studio

Julianna Roosevelt. *Founder*

4325 Country Club Lane

Long Beach, CA 90807

310.291.1665 *tel*

jrgardens@gmail.com

Structural Engineering:

IDG Structural Engineering

Farshid Beshid, SE. *President*

6040 North Figueroa St.

Los Angeles, CA. 90042

323.257.8854 *tel*

farshid@idgeng.com

Geotechnical Engineering:

Geocon

Neal Berliner, G.E. *President*

3303 N. San Fernando Blvd., Suite 100

Burbank, CA. 91504

818.841.8388 *tel*

Berliner@geoconinc.com

Project Fee Schedule

	Task 1.0 Conceptual Design	Task 2.0 Schematic Design	Task 3.0 Construction Documents	Task 4.0 Construction Bidding	Task 5.0 Construction	TOTAL PROPOSED FEE
Mia Lehrer + Associates	\$28,660	\$26,860	\$31,760	\$1,920	\$20,480	\$109,680
Roosevelt Design Studio	\$4,030	\$1,040	\$0	\$0	\$0	\$5,070
JMC2 Civil Engineering	\$10,780	\$10,705	\$12,860	\$2,415	\$4,920	\$41,680
P2S MEP Engineering	\$660	\$3,500	\$7,000	\$750	\$3,500	\$15,410
IDG Structural Engineering	\$1,500	\$2,500	\$6,500	\$1,000	\$3,500	\$15,000
Geocon Geotechnical	\$0	\$11,400	\$900	\$0	\$0	\$12,300
Cumming Cost Estimating	\$680	\$2,200	\$7,000	\$0	\$0	\$9,880
Sub-Total By Task	\$46,310	\$58,205	\$66,020	\$6,085	\$32,400	

CONSULTANT SERVICES TOTAL

\$209,020

REIMBURSABLE EXPENSES

Mia Lehrer + Associates	\$6,500
Roosevelt Design Studio	\$500
JMC2	\$850
P2S	\$1,500
IDG Structural Engineering	\$1,500
Geocon	\$800
Cumming	\$800
	\$12,450

Billing Rates

President	\$235/ hr.
Principal	\$160/ hr.
Senior Associate	\$145/ hr.
Associate	\$125/ hr.
Project Designer	\$100/ hr.

President will be billed at \$235.00 per hour, Principal at \$160.00 per hour, Senior Associate at \$145.00 per hour, Associate at \$125.00, and Project Designer at \$100.00. These rates are subject to increase as of December 31, 2014.

Reimbursable expenses are in addition to fees for professional services. Direct costs or reimbursable expenses are billed at cost plus a 15% processing fee. Reimbursable expenses related to the work of the project shall be billed at cost plus 15% and include the costs of:

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- A. Copies of drawings including original plots, specification, reports, and estimates; photographic services, photocopying and photographic reproduction of drawings and other documents furnished or prepare in connection with the work of this Agreement. Below is in-house reproduction cost schedule:

8.5x11	b/w	0.10	Bond	1.10 sf
8.5x11	Color	1.00	Vellum	1.60 sf
11x17	b/w	0.20	Heavy Bond	1.60 sf
11x17	Color	2.00	Photo Paper	3.25 sf

- B. Postage, shipping and messenger expenses other than first class mail.
C. International telephone and AT&T teleconference charges.
D. All travel outside the Los Angeles area including taxis, parking, meals, hotel, visas, & airfare.
E. Parking transit costs and mileage costs for meetings and site visits.
F. Fees for consultants as approved in advance by the Client.
G. Presentation quality perspectives or models.

ROOSEVELT DESIGN STUDIO

design consult inspire
art life landscape

Julianna Roosevelt, Principal

Fee Schedule - 2014

Principal	\$130/hour
Clerical	\$ 30/hour
Reimbursable Expenses	At Cost
Mileage	Maximum allowed by IRS

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Preparation-On Site Work-Consulting- Meetings-Travel Time Hourly Rate Applies

4325 country club lane • long beach • ca • 90807
tel: 310.291.1665 • roosevelt-design-studio.com



JMC² ENGINEERING
FEE SCHEDULE
 Effective January 2013

Classification - Engineers

	Hourly Rate
Expert Witness	\$ 310.00
Principal	\$ 235.00
Officer/Vice President	\$ 205.00
Directors	\$ 175.00
Project Manager	\$ 165.00
Project Engineer	\$ 145.00
Engineer III (Sr. Design Engineer)	\$ 130.00
Engineer II (Design Engineer)	\$ 120.00
Engineer I / CAD Technician (Designer)	\$ 105.00

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Classification – Miscellaneous

	Hourly Rate
Accountant	\$ 80.00
Bookkeeper	\$ 70.00
Clerical	\$ 60.00

Reimbursable Expenses

	Per Unit Charge
In-house large format copy service	\$3.50/print
In-house black and white plots	\$25/plot
In-house color plots	\$50/plot
Color Copies	\$0.50/page
Black & White Copies	\$0.10/page
Outside printing/media services	Cost + 15%
Travel: Air Fare, Car Rental, Meals, Lodging	Cost + 15%
Company Vehicle	Maximum allowed by IRS
Long Distance Telephone Calls	Cost + 15%
FAX	\$0.50/page



JMC² SURVEYING
FEE SCHEDULE
 Effective January 2013

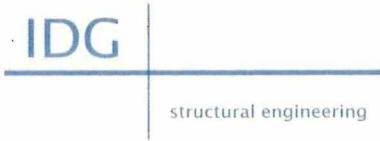
Field Survey Party (4 hrs. Minimum Charge)	Hourly Rate
One Person Party	\$ 130.00
Two Person Party	\$ 200.00
Three Person Party	\$ 275.00
Scanning HDS Field Survey Party (4 hrs. Minimum Charge)	Hourly Rate
One Person Party	\$ 145.00
Two Person Party	\$ 230.00
Three Person Party	\$ 305.00
Office/Field Management & Engineering Services	Hourly Rate
Principal	\$ 235.00
Director of Operations	\$ 175.00
Surveyor Manager	\$ 165.00
Chief of Parties Field Supervisor	\$ 130.00
Project Surveyor	\$ 105.00
Assistant Project Surveyor	\$ 85.00
Office CADD & Administration Services	Hourly Rate
CADD Technician	\$ 105.00
Project Assistant/Researcher	\$ 85.00
Clerical	\$ 60.00
Expert Witness Testimony, Depositions, Field Inspection	\$ 310.00

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Field Party Overtime Rates and Travel Time Rates: The above schedule is for straight time only. Overtime will be charge at 145 percent of the standard hourly rate. Weekends, holidays, and overtime hours after 12 hours in one shift will be charged at 180 percent of the standard hourly rate.

Reimbursable Costs: Reimbursable (plots, reproductions, messenger, consultants and next day service) charged at cost plus 15 percent.

Team Hourly Rates



Firm Rate Schedule

Senior Structural Engineer	\$145
Project Engineer	\$120
Staff Engineer	\$ 80
Drafting	\$ 60
Administration	\$ 45



**P2S ENGINEERING, INC.
RATE SCHEDULE FOR ENGINEERING SERVICES
ON A TIME AND EXPENSE BASIS**

<u>Category</u>	<u>Rate</u>
PRINCIPAL ENGINEER	\$220
ENGINEER GRADE 05	\$210
ENGINEER GRADE 04	\$204
ENGINEER GRADE 03	\$175
ENGINEER GRADE 02	\$161
ENGINEER GRADE 01	\$143
DESIGN ENGINEER GRADE 05	\$175
DESIGN ENGINEER GRADE 04	\$161
DESIGN ENGINEER GRADE 03	\$143
DESIGN ENGINEER GRADE 02	\$126
DESIGN ENGINEER GRADE 01	\$112
DESIGNER GRADE 04	\$119
DESIGNER GRADE 03	\$112
DESIGNER GRADE 02	\$104
DESIGNER GRADE 01	\$98
CAD/BIM DESIGNER GRADE 04	\$99
CAD/BIM DESIGNER GRADE 03	\$90
CAD/BIM DESIGNER GRADE 02	\$80
CAD/BIM DESIGNER GRADE 01	\$74
PRODUCTION ASSISTANT	\$74

- In addition, for direct out-of-pocket expenses (if and when they occur) we quote the following:
- 1) Automobile: at current IRS rate per mile from home office for travel outside Los Angeles and Orange Counties
 - 2) Travel Expense: at Cost
 - 3) Subsistence: While away from home office for more than 1 day: at Cost, but not to exceed \$250 per day per person.
 - 4) Plan Check Fees: at Cost plus 10% markup
 - 5) Third Party Services: at Cost plus 10% markup
 - Printing and copy services
 - Consultant and subcontract professional fees
 - Surveying / Soils Investigation
 - Testing Laboratory Work

LIABILITY LIMITS

Professional Liability	\$ 2,000,000.
General Liability	\$ 5,000,000.

Effective January 1, 2013
RT-213



G E O T E C H N I C A L ■ E N V I R O N M E N T A L ■ M A T E R I A L S



2012 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman.....	\$69/hr.
Engineering Assistant/Lab Technician.....	*79/hr.
Engineering Field Technician (Geotechnical Inspection/Testing - Including Equipment - 4-hour minimum per call-out)	*85/hr.
Engineering Field Technician (Deputy/Special Inspection - Including Equipment - 4-hour minimum per call-out)	*85/hr.
Staff Engineer/Geologist	95/hr.
Senior Staff Engineer/Geologist.....	105/hr.
Project Engineer/Geologist	115/hr.
Senior Project Engineer/Geologist	125/hr.
Senior Engineer/Geologist	140/hr.
Associate Engineer/Geologist	175/hr.
Principal Engineer/Geologist/Litigation Support.....	195/hr.
Deposition or Court Appearance.....	350/hr.
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee	\$500/Per Project

*Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq. \$25/hr.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$125/day
Vehicle Mileage	0.60/mile

EQUIPMENT & MATERIALS

Nuclear Gauge.....	Included in Technician Rate	Stainless Sampling Pump	\$110/day
Coring Machine (concrete, asphalt, masonry)	\$165/day	Battery-Powered Pump .....	.55/day
Generator	85/day	Water Level Indicator .....	.32/day
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.)	17/bag	Interface Probe .....	.58/day
GPS Unit	160/day	Photo-Ionization Meter	115/day
Pick-up Truck	110/day	Combustible Gas Meter .....	.80/day
Equipment Truck	175/day	pH/Conductivity/Temperature Meter .....	.44/day
Direct-Push Rig/Operator	125/hour	Turbidity Meter .....	.80/day
Drive-Tube Sampler .....	.37/day	Level D PPE/Decon Rinse Equipment .....	.44/day
Hand-Augur .....	.37/day	De-Ionized Water (5-gallon) .....	.14/ea.
Soil Sample Tube (Brass)	8/ea.	Generator or Air Compressor .....	.85/day
Soil Sample Tube (Stainless)	11/ea.	55-Gallon Drum.....	.55/ea.
Bailer (Reusable) .....	.33/day	Visqueen (6 mil 20x100') .....	.84/roll
Bailer (Disposable)	13/ea.	Traffic Cones/Barricades35/day

LABORATORY TESTS

COMPACTION CURVES

SOIL AND AGGREGATE STABILITY

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4-inch mold (D1557).....	\$170/ea.
6-inch mold (D1557).....	185/ea.
California Impact (CAL216).....	180/ea.
Check Point.....	85/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117).....	\$53/ea.
Wet Sieve Analysis to #200 (C136).....	80/ea.
Hydrometer Analysis (D422).....	150/ea.
Sieve Analysis with Hydrometer (D422).....	150/ea.

LABORATORY TESTS (CONTINUED)

Specific Gravity, Soil (D854).....	\$68/ea.
Specific Gravity Coarse Aggregate (C127)	40/ea.
Specific Gravity Fine Aggregate (C128)	68/ea.
Moisture Determination, tube sample (D2216) 21/ea.	
Moisture Determination and Unit Weight (D2937)	
.....	41/ea.
Atterberg Limits: Plasticity Index (D4318) ...	126/ea.
Sand Equivalent (D2419).....	75/ea.
pH and Resistivity (CAL643).....	130/ea.
Sulfate Content (CAL417).....	90/ea.
Chloride Content (CAL422)	49/ea.

SHEAR STRENGTH

Unconfined Compression (D2166).....	\$95/ea.
Direct Shear, Quick, per point (D3080).....	63/pt.
Unconsolidated-Undrained Triaxial Shear (D2850)	
.....	110/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	
.....	158/ea.
Consolidated-Undrained Triaxial Shear (D4767)	
.....	263/pt.
Consolidated-Undrained Triaxial Staged (D4767)	
.....	335/ea.
Consolidated-Drained Triaxial Shear (EM1110)	
.....	370/pt.
Consolidated-Drained Triaxial Staged (EM1110)	
.....	475/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084).....	\$265/ea.
Permeability, Rigid Wall (D5856).....	255/ea.
Consolidation, per point (D2435)	42/pt.
Expansion Index (D4829/UBC 29-2)	135/ea.
Unit Weight (C-29).....	\$69/ea.
Organic Impurities - Sand (C40).....	53/ea.

Resistance Value, R-Value (D2844/CAL301)	
.....	\$245/ea.
R-Value, Treated (CAL301).....	260/ea.
California Bearing Ratio (D1883)	525/ea.
Stabilization Ability of Lime (C977).....	180/ea.

AGGREGATE QUALITY

Dry Sieve Analysis to #200 (C136).....	\$79/ea.
L.A. Rattler Test (500 rev.) (C131)	185/ea.
Sulfate Soundness (per sieve size) (C88).....	99/ea.
Durability Index (D3744).....	135/ea.

Friable Particles (C142)	80/ea.
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CONCRETE

Compressive Strength, Cast Cylinders (C39) ..	30/ea.
Compressive Strength, Cores (C42)	43/ea.
Flexural Strength Beam (C78/C293)	79/ea.
Splitting Tensile Test (C496).....	69/ea.
Mix Design Review	185/ea.
Trial Batch	475/ea.
Rebar 1 Tensile & 1 Bend Test.....	100/ea.

MASONRY

CMU Compressive Strength (C140).....	\$58/ea.
Compressive Strength, Grout (C1019/UBC 21-19)	
.....	30/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16)	
.....	30/ea.
CMU Unit Wt., Dimension, Absorption (C140)58/ea.	
Compressive Strength, Small Prism ≤7.62" (C1314)	
.....	105/ea.
Compressive Strength, Large Prism >7.62" (C1314)	
.....	150/ea.
Shotcrete Panel – Coring and Testing (per core).....	65/ea.

ASPHALT CONCRETE

Density, Hveem (D2726/CAL308).....	\$85/ea.
Stabilometer (D1560/CAL304).....	99/ea.
Theoretical Max. Specific Gravity (D2041)	69/ea.
Sieve Analysis Extracted Aggregate (D5444) 80/ea.	
% Asphalt, Ignition Method (CAL382/D6307)	
.....	90/ea.
% Asphalt, Nuclear Gauge (CAL379)	105/ea.
Unit Weight, Core (D1188)	48/ea.



2013 HOURLY RATES

Cost Management

DISCIPLINE	HOURLY RATE
Managing Principal	\$235.00
Senior Vice President/Regional Vice President	\$210.00
Managing Director/Director of Cost Management	\$195.00
Senior Cost Manager	\$175.00
Cost Manager	\$160.00
Cost Management Technician/Coordinator	\$110.00

**DESIGNING LANDSCAPES
THAT INSPIRE.**

**USING TECHNOLOGIES
THAT SUSTAIN.**

**CREATING PLACES
THAT MATTER.**

MIA LEHRER + ASSOCIATES

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EXHIBIT “C”

City’s Representative:

City Representative

Rachael A. Tanner

Program Specialist

City Manager's Office

City of Long Beach

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EXHIBIT “D”

Materials/Information Furnished: None