

1 FIFTH AMENDMENT TO AGREEMENT NO. 28619

2 **28619**

3 THIS FIFTH AMENDMENT TO AGREEMENT NO. 28619 is made and
4 entered, in duplicate, as of June 29, 2009 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on
6 June 2, 2009, by and between HERITAGE ARCHITECTURE AND PLANNING (formerly
7 known as Architect Milford Wayne Donaldson, FAIA, Inc.), a California corporation
8 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the parties entered Agreement No. 28619 whereby Consultant
10 agreed to provide specialized architectural design services requiring unique skills to be
11 performed in connection with the design of entryway and landscaping improvements, a
12 Visitor's Center and caretaker residence at Rancho Los Cerritos Historic Site ("Project");
13 and

14 WHEREAS, the parties desire to again extend the term of the Agreement;

15 NOW, THEREFORE, in consideration of the mutual terms and conditions in
16 the Agreement and this Fifth Amendment, the parties agree as follows:

17 1. Section 1 of Agreement No. 28619 is hereby amended in its entirety
18 to read as follows:

19 "1. SCOPE OF SERVICES.

20 A. Consultant shall furnish specialized services more particularly set forth
21 in Exhibit "A", to be attached hereto and incorporated herein by this reference, in
22 accordance with the standards of the profession, and City shall pay for said services in
23 the manner described below, not to exceed Two Hundred Fifty Thousand Dollars
24 (\$250,000.00), at the rates or charges described in Exhibit "A". "

25 2. Section 2 of Agreement No. 28619 is hereby amended in its entirety
26 to read as follows:

27 "2. TERM. The term of this Agreement shall commence at midnight on
28 April 30 , 2007, and shall terminate at 11:59 p.m. on May 1, 2011, unless sooner

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

1 terminated as provided in this Agreement, or unless the services to be performed
2 hereunder or the Project is completed sooner."

3 3. Except as set forth in this Fifth Amendment to Agreement No. 28619,
4 all terms and conditions of the Agreement are ratified and confirmed and shall remain in
5 full force and effect.

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

8 HERITAGE ARCHITECTURE AND
9 PLANNING (formerly known as Architect
10 Milford Wayne Donaldson, FAIA, Inc.), a
California corporation

11 _____, 2009

By 

President

P. DAVID MARSHALL 224785

Type or Print Name

13 _____, 2009

By 

Secretary

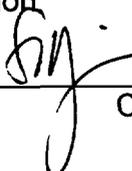
EILEEN MAENO

Type or Print Name

16 "Consultant"

17 CITY OF LONG BEACH, a municipal
corporation

18 Aug. 21, 2009

By  Assistant City Manager

City Manager

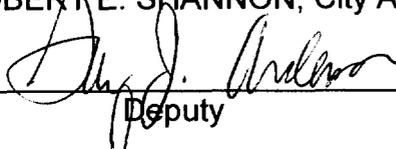
20 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

22 This Fifth Amendment to Agreement No. 28619 is approved as to form

23 August 4, 2009.

25 ROBERT E. SHANNON, City Attorney

26 By 

Deputy

MILFORD WAYNE DONALDSON
A R C H I T E C T



RANCHO LOS CERRITOS
SCOPE OF WORK
November 6, 2003

TASK 1: PRELIMINARY PLAN PHASE

A. Colored Rendered Conceptual Plans

- Colored rendered conceptual plans for presentation and fundraising purposes shall be completed. Four (4) 24"x36" mounted presentation drawings showing views and elevations will be produced.

B. Design Development

- Survey areas as needed for drainage, fencing, roadwork, and construction.
- Create an update base plan.
- Develop and submit preliminary design plans for review and approval from the City of Long Beach Parks, Recreation and Marine Director, the City of Long Beach Public Works, Rancho Los Cerritos staff, Rancho Los Cerritos Foundation, Parks and Recreation Commission, and the Cultural Heritage Commission.

C. Project Meetings

- Prior to commencing planning, a kick-off meeting between the City of Long Beach, the Rancho Los Cerritos Foundation, and the Architect Milford Wayne Donaldson, FAIA Team to review the Master Plan concepts, Environmental Impact Report (EIR), and all existing historical photographs, history, architecture, cultural landscape, educational programs envisioned for this project.
- A workshop meeting with the immediate Rancho neighbors, Rancho Los Cerritos Foundation, and City staff will be conducted to review and comment on the Virginia Road entry.

TASK 2: CONSTRUCTION DOCUMENTS

- A.** Upon approval of the preliminary design, preparation of construction documents shall be prepared consisting of plans and specifications, calculations and cost estimates setting forth in detail the requirements of the project. Submissions shall be at 50% and 90% to the Parks Recreation and Marine Department Director, Rancho Los Cerritos staff, and Public Works staff prior to finalization of the project.

- B.** Assuming that all three project areas are awarded, the project shall be designed to be built in the following phases:

- Entry Imperilments
- Visitor Center and adjacent landscaping and parking adjustments
- Caretaker Residence

MILFORD WAYNE DONALDSON
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RANCHO LOS CERRITOS
Scope of Work
November 6, 2003
Page 2

C. Submissions

- Submission for Building, Electrical, Plumbing Mechanical and Fire Permits, as applicable, shall be conducted. Architect Milford Wayne Donaldson, FAIA shall monitor the progress of the plan checks on a weekly basis and shall make all necessary corrections to the satisfaction of the City of Long Beach Director of Planning and Building. Submission of approved plan check plans to the Public Works for final review and to ensure compliance with the City of Long Beach's Public Works standards, specifications, and constructability shall be conducted.
- All construction documents, specifications, and cost estimates shall be completed on AutoCAD 2002 and utilizing Microsoft Word and Excel software.

D. Deliverables

- Final vellum and digital construction plans ready for bid.
- Final technical specifications.
- Final estimate of probable construction costs. Cost estimates for entryway improvements shall be further broken down into the following components: pilasters, roadwork, wrought iron gate and fencing, security system, and landscaping.

E. Assist in Design Review Process

Assist the City in obtaining reviews and approvals from applicable public agencies shall include but not be limited to:

- Rancho Los Cerritos Foundation
- Parks and Recreation Commission
- Cultural Heritage Commission

F. Project Meetings

Two (2) project meetings have been delineated to include client meetings and possible participation in Commission meetings.

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RANCHO LOS CERRITOS
Scope of Work
November 6, 2003
Page 3

SCHEDULE OF FEES

| <u>Hourly Rates</u> | <u>Basic Costs</u> |
|-----------------------------|--------------------|
| Corporate Architect | \$185.00/Hour |
| Project Manager | \$115.00/Hour |
| Project Architect | \$115.00/Hour |
| Construction Administrator | \$ 95.00/Hour |
| Project Historian | \$ 95.00/Hour |
| Preservation Planner | \$ 95.00/Hour |
| Specification Writer | \$ 85.00/Hour |
| Senior Designer | \$ 85.00/Hour |
| Senior Draftsperson | \$ 85.00/Hour |
| Technical Manager | \$ 85.00/Hour |
| Report Writer/Script Writer | \$ 85.00/Hour |
| Intermediate Designer | \$ 75.00/Hour |
| Intermediate Draftsperson | \$ 75.00/Hour |
| Financial Controller | \$ 75.00/Hour |
| Research Assistant | \$ 65.00/Hour |
| Beginning Draftsperson | \$ 65.00/Hour |
| Clerical | \$ 55.00/Hour |
| Architectural Trainee | \$ 45.00/Hour |

Miscellaneous

In this category are materials, service and equipment which are not covered in the hourly rate schedule.
Miscellaneous items include:

| | |
|--|---------------|
| B/W Plots | \$ 15.00/Each |
| Color Plots | \$ 10.00/SF |
| Automobile mileage (over 30 mile radius from office) | \$ 0.36/Mile |
| Travel and subsistence, per day | At cost |
| Printing and photographic work | At cost |
| Long Distance telephone and faxes | At cost |
| Equipment Rental | At cost |

Other Consultants Employed by Architect Milford Wayne Donaldson, FAIA

Services outside consultants employed by us on the client's behalf will be charged at cost

Terms of Payment

Payment for services is due upon presentation of the invoice. Invoices are normally rendered on a monthly basis as either a partial or final billing.

MILFORD WAYNE DONALDSON
A R C H I T E C T



RANCHO LOS CERRITOS

Scope of Work

November 6, 2003

Page 4

Reimbursable Expenses

Reimbursable Expenses described below shall occur, as necessary, and be billed by the Consultant on an itemized statement specifying the type of service and/or the material provided, copies of receipts, if applicable, the position of the person providing the service, the person's hourly rate, the time spent and the cost incurred to provide the service. Funding for the reimbursable expenses is provided to pay the Consultant for the various duties described below that do not lend themselves to precise estimation on a lump sum basis, and for that reason is not included in the Basic Services. Reimbursable Expenses, however, are essential to aid the Consultant in the performance of the Basic Services and Additional Services, when authorized.

- Printing and reproduction as required by the Consultant
- Film and Film processing as required by the Consultant
- Automobile Mileage/Travel related costs
- Long distance telephone/fax
- Equipment rental
- Report reproduction and expendable supplies (data duplication, historic maps, historic photographs, field maps and graphics supplies).

Project Assumptions

- Any additional public meetings or workshops are not part of this scope of work and will be considered as Additional Services. Participation in such meetings will not be conducted without prior written approval by the Client.
- Any coordination meetings between the State Historic Preservation Officer (SHPO) will be conducted via telephone, email, or correspondence.
- Location and public advertisement for the public meeting will be conducted by the City staff.
- A maximum of four (4) 24"x36" mounted (not framed) presentation drawings showing plan views and elevations (renderings) are anticipated.

Additional Services

The following services are available at an additional fee. This fee can be determined once the scope of work is further defined.

- Photography for subject site.
- Aid in obtaining Owner supplied data.
- Changes in the design after approval of a specific submittal.
- Presentations other than those noted.
- Study models.
- Independent field testing.
- Presentation model construction.
- Maintenance and operational programming.
- Professional photo work of archival quality.
- Start-up assistance.
- Life cycle cost analysis.
- Value analysis.
- Acoustical design.
- Hazardous materials.
- Video documentation.
- Historical research.
- Environmental documentation and research.

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RANCHO LOS CERRITOS HISTORIC SITE
Architect Milford Wayne Donaldson, FAIA
Cost Proposal
 November 4, 2003

| PHASES OF WORK | Hours | Rate | Fee |
|--|--------------|-------------|-----------------|
| TASK 1: PRELIMINARY PLAN PHASE | | | |
| A. Site Visit | | | |
| Architect Milford Wayne Donaldson, FAIA | | | |
| Corporate Architect | 8 | \$185 | \$1,480 |
| Project Architect | 8 | \$115 | \$920 |
| Subtotal | | | <u>\$2,400</u> |
| B. Preliminary Plans | | | |
| Architect Milford Wayne Donaldson, FAIA | | | |
| Corporate Architect | 25 | \$185 | \$4,625 |
| Project Architect | 40 | \$115 | \$4,600 |
| Senior Draftsperson | 120 | \$85 | \$10,200 |
| Clerical | 20 | \$55 | \$1,100 |
| Subtotal | | | <u>\$20,525</u> |
| C. Project Meetings (2 information/client meetings) | | | |
| Architect Milford Wayne Donaldson, FAIA | | | |
| Corporate Architect | 16 | \$185 | \$2,960 |
| Subtotal | | | <u>\$2,960</u> |
| * Additional meetings will be billed as Additional Services. | | | |
| Total Task 1 | | | \$25,885 |

RANCHO LOS CERRITOS HISTORIC SITE
Architect Milford Wayne Donaldson, FAIA
Cost Proposal
November 4, 2003

| PHASES OF WORK | Hours | Rate | Fee |
|--|--------------|-------------|------------------------|
| TASK 2: CONSTRUCTION DOCUMENTS | | | |
| A. Construction Documents | | | |
| Architect Milford Wayne Donaldson, FAIA | | | |
| Corporate Architect | 25 | \$185 | \$4,625 |
| Project Architect | 120 | \$115 | \$13,800 |
| Senior Draftsperson | 240 | \$85 | \$20,400 |
| Clerical | 20 | \$55 | \$1,100 |
| MWD Subtotal | | | <u>\$39,925</u> |
| B. Specifications | | | |
| Architect Milford Wayne Donaldson, FAIA | | | |
| Corporate Architect | 8 | \$185 | \$1,480 |
| Project Architect | 10 | \$115 | \$1,150 |
| Specification Writer | 120 | \$85 | \$10,200 |
| Clerical | 24 | \$55 | \$1,320 |
| Subtotal | | | <u>\$14,150</u> |
| C. Project Meetings (2 meetings) | | | |
| Architect Milford Wayne Donaldson, FAIA | | | |
| Corporate Architect | 24 | \$185 | \$4,440 |
| Project Architect | 24 | \$115 | \$2,760 |
| MWD Subtotal | | | <u>\$7,200</u> |
| * Additional meetings will be billed as Additional Services. | | | |
| Total Task 2 | | | \$61,275 |
| Total for Tasks 1-2 | | | \$87,160 |
| Reimbursable Expenses | | | <u>\$5,000</u> |
| MWD TOTAL | | | <u>\$92,160</u> |

RANCHO LOS CERRITOS HISTORIC SITE
Architect Milford Wayne Donaldson, FAIA
Cost Proposal
 November 4, 2003

| <u>PHASES OF WORK</u> | <u>Hours</u> | <u>Rate</u> | <u>Fee</u> |
|--|-----------------------|-------------|-------------------------|
| SUMMARY OF COSTS | | | |
| Architect Milford Wayne Donaldson, FAIA | | | \$87,160 |
| KTU+A (Landscape Architecture) | | | \$26,655 |
| RBF (Civil Engineering) | | | \$45,800 |
| Krakower & Associates (Structural Engineering) | | | \$10,880 |
| Engineered Systems (MPE Engineering) | | | \$13,500 |
| American Geotechnical (Geotechnical Engineering) | | | \$6,000 |
| Leverton & Associates (Construction Cost Estimating) | | | <u>\$5,000</u> |
| | Total | | \$194,995 |
| | Reimbursable Expenses | | <u>\$5,000</u> |
| GRAND TOTAL | | | <u>\$199,995</u> |