AGREEMENT
33388

THIS AGREEMENT is made and entered, in duplicate, as of March 5, 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 March 4, 2014, by and between HARLEY ELLIS DEVEREAUX CORPORATION, a Michigan corporation, with a place of business at 601 South Figueroa Street, Suite 500, Los Angeles, California 90017 ("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 for the Belmont Plaza Pool Facility Rebuild/Revitalization Project ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described 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 Seven Million One Hundred Forty-Four Thousand Three Hundred One Dollars ($7,144,301), at the rates or charges shown in Exhibit "B".

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

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

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

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

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

2. TERM. The term of this Agreement shall commence at midnight on March 5, 2014, and shall terminate at 11:59 p.m. on June 30, 2016, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

3. COORDINATION AND ORGANIZATION.

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A. Consultant shall coordinate its performance with City's representative, if any, named in Exhibit "C", 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 "D" 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 employees, subconsultants and subconsultant staff, as described in Exhibit "E" attached to this Agreement and incorporated by this reference. 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

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

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

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

(c) Professional liability or errors and omissions insurance in an

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amount not less than $1,000,000 per claim.

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

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

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

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

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

F. Prior to the start of performance, Consultant shall deliver to

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

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

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

6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Consultant may with the prior approval of the City Manager of City, assign any moneys due or to become due the Consultant under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation.

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Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved subconsultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

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

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

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

10. TERMINATION. Either party shall have the right to terminate this

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

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

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

13. ADDITIONAL COSTS AND REDESIGN.

A. Any costs incurred by the City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case,

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causes the City to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional compensation to Consultant for its re-performance.

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

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

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

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

17. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties,

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costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

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

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

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

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recklessness, or willful misconduct of the Consultant.

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

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

19. NONDISCRIMINATION.

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

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

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

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

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

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

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

D. Failure to comply with the EBO may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

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

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

22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission, or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement

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immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission, or other monies.

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

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

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

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

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

29. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or

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entity of any kind that is not a party to this Agreement.

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

HARLEY ELLIS DEVEREAUX CORPORATION, a Michigan corporation

March 12, 2014

By _____
Name J. PETER DEVEREAUX
Title PRESIDENT

MARCH 12, 2014

By _____
Name TANIA VAN HEERDE
Title MANAGING PRINCIPAL

"Consultant"

CITY OF LONG BEACH, a municipal corporation

March 24, 2014

By _____ Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on March 25, 2014.

CHARLES PARKIN, City Attorney

By _____
Deputy

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Exhibit "A"

Scope of Work or Services

3 SCOPE OF SERVICES

3.1 BASIC SERVICES

The City of Long Beach is requesting qualifications for professional Architectural / Engineering Firms/Teams/Individuals with experience in consensus driven design development, environmental and entitlement support, preparation of construction documents and design support during demolition, construction and commissioning. The successful respondent will be led by a registered Architect. Firms/Teams/Individuals without specific, extensive and relevant experience on recreational facilities projects involving high profile, competitive and recreational aquatic facilities, of similar scale to the Belmont Pool Revitalization Project need not submit.

The work shall be performed in accordance with all latest applicable codes, standards, and regulations. Additionally, the work shall consider sea level rise predictions, as applicable over the facility's design life.

The Project shall incorporate a sustainable design and shall be (Gold level) LEED certifiable should the City wish to apply for LEED certification.

The Awarded Contractor will be referred to as the Project Architect (PA), and shall include for the following professional services in its SOQ:

- Preliminary design / environmental & entitlements support
- Public outreach and stakeholder design collaboration / input
- Hazardous building materials and hazardous soils investigations, removal and disposal determination
- Geotechnical investigation, soils report
- Demolition phasing and contract documents
- Development of complete specifications
- Architectural design
- Landscaping design
- Aquatics design – Competitive and recreational
- Public art – to be incorporated into the project design and vetted through the community outreach, project stakeholder, environmental and regulatory permitting process.
- Restaurant design – shall include determination of level of build-out and coordination/collaboration with project stakeholders to determine schedule and process for engaging a restaurant leasehold for the restaurant portion of the project.
- Civil engineering

- Wet and dry utilities design - shall include for research and verification of all site utilities and project boundary as-built information, including, but not limited to utility notification / coordination, Dig Alert notification and marking verification, comprehensive research, surveying potholing, etc.
- Geotechnical engineering
- Structural engineering
- Mechanical, electrical and plumbing engineering
- Lighting design
- Signage & graphics design
- Parking design
- Traffic safety analysis
- Acoustics, noise and vibration control
- Codes and accessibility compliance
- Waterproofing
- Security / fire alarm
- Energy management
- SCE savings by design / other available rebate / incentive programs
- Interior, furniture, fixtures and equipment design
- Value engineering, life cycle and operations / maintenance program design
- Cost estimating and scheduling
- LEED gold level achievement
- Other (audio-visual, telecommunications, internet technology, etc.)
- Participation in commissioning and Project close out

3.2 WORK PLAN

The PA shall establish a project organization team to manage the Services and shall coordinate and administer all services performed by it and its sub-consultants. Such management activities and controls shall include, but not necessarily be limited to the following:

- Develop project documentation necessary to manage the design and engineering process
- Establish and update time schedules for the completion of document milestones and coordinate these with City where work is contingent upon City input

- Regularly monitor the time expended and quantities and quality of work performed by PA staff and sub-consultants
- Submit a proposed Deliverables list for PM's review and approval at the start of each phase

The PA shall designate to the City, a primary contact person for the PA ("Primary Contact") who will be the responsible point of contact for coordination of the Services with the PM throughout the duration of the Project. The PA shall also designate key staff for each of design disciplines. If changes must be made to the Primary Contact or any key staff due to unavoidable circumstances, the PA shall submit the name(s) of the proposed substitute person(s) and related statements of professional qualifications to the PM in writing for approval by the City.

3.2.1 **Service Phases:** The scope of services are broken down into the following phases:

- Phase 1 services will include Conceptual Design and Environmental Entitlement Support, Schematic Design, Design Development, and related support services. For each Phase 1 design component, PA and key Architectural/Engineering (A/E) Team members shall participate in up to 2 review meetings with City and PM staff, up to one community meeting and up to one City Council Meeting, if required. Within Phase 1, the phasing and implementation of demolition of the existing facilities will be addressed. Advanced removals of fundraising elements (building components to be utilized by aquatics community group for a fundraising event) shall be integrated in the demolition plan and contract documents; services shall include development of complete, biddable hazardous materials removal and disposal, and demolition plans, specifications and bid documents, as well as for design services during demolition.
- Phase 2 services will include Construction Documents, Regulatory Permitting, and Bid Phase Support.
- Phase 3 services will include Design Services During Construction and Commissioning.

3.2.2 **Project Architect (PA)**: The PA will provide to PM a single source of responsibility and control for the Services, including but not limited all services and disciplines listed under Paragraph 3.1 above. The PA will provide all materials, management and professional services necessary or required to complete the Services in a timely manner. As the Services progress, City and PM shall participate in the creative aspects of the project as well as monitor the program, Services progress and architectural / engineering disciplines of the PA. In that capacity, City and/or PM reserve the right periodically to visit the office of the PA and / or its sub-consultants to review the work in progress, provide creative input, and generally assist in resolving design issues.

3.2.3 **City Consultants:** City and/or its PM may retain consultants/vendors under separate direct contract. PA shall cooperate and coordinate its work with all City and/or its PM consultants, which may include any of the following:

- Environmental / Entitlements / California Environmental Quality Act (CEQA)
- Project Management
- Construction Management
- Materials / Soils Deputy and/or Special Inspection and Testing
- Hazardous Materials Testing / Monitoring – services shall include for hazardous materials survey and testing of existing facilities, and for preparation of plans and specifications for the proper removal and disposal of hazardous materials determined to exist. Scope of services shall also include assisting the PM to include scope of services for hazardous materials monitoring in the CM RFP.
- LEED Certification / Commissioning
- Labor Compliance
- Surveying / Construction Staking
- Project / Documents Controls System Providers
- Project Website Administration

3.2.4 **Milestone Reviews:** PM will conduct periodic and milestone in-progress reviews of PA's design and engineering, at the dates and times designated by PM. During the Concept, Conceptual Design, Schematic Design, and Design Development Phase, City may assign one or more point of contact(s) of its own to each major area and/or discipline of the project to coordinate input and creative direction from City. Informal periodic review meetings and design workshops may be scheduled by City and/or its PM to facilitate the resolution of design issues.

- Formal reviews and progress submittals will be required, at a minimum, at the completion points for Conceptual Design, Schematic Design, and Design Development phases of work. Review meetings may be broken into separate Project components such as architecture or site landscape, water features, lighting, or signage and graphics, etc. Progress submittals and/or all other documents that are required to perform the Phase I Services for this Project will be reviewed and returned with comments at periodic scheduled reviews with the PA and its appropriate key staff and sub-consultants. After receipt and review, City's comments, project team stakeholders, and/or its PM's comments, will be incorporated into the next scheduled release of the Work.

- In addition to the formal reviews and progress submittals, informal progress design review meetings or conference calls covering one or more disciplines may be held when deemed necessary by the PM during the Conceptual Design, Schematic Design, and Design Development Phases. Moreover, PM or any of its personnel or consultants may visit the PA and its sub-consultants' offices to help resolve design issues on an as needed basis.
- Authorization to proceed to each next phase (Conceptual, Schematic, Design Development, Construction Documents) of work will be issued in writing by the PM to the PA and may be withheld for one or more other disciplines depending on their progress and acceptance thereof at City's sole discretion.

3.2.5. **PA's Responsibilities:** PA's responsibilities include providing the management, organization, resources and talent to achieve the design, budget, coordination and scheduling goals of this Project. Those responsibilities include, but are not limited to:

- Research
- Meetings attendance/participation
- Direction of the work of PA's personnel and sub-consultants
- Document control services for the PA and sub-consultant team
- Seek input from the City's and PM's Design and Construction Team(s)
- Coordination with PM and/or City Consultants
- Coordination with City Vendors and/or other Project stakeholders
- Provide and maintain a listing of team members and their qualifications, including subconsultant team members

3.2.6. **Document Standards:** All documents will be prepared on AutoCAD release 2010 or later in accordance with the National CAD Standards (NCS). Any recommendations to City on changes to the standards must be made to PM in writing within two weeks of the execution of the Agreement, and are subject to discretionary acceptance and approval by City and/or PM.

3.2.7. **Codes:** The PA shall verify code compliance of the design with all applicable rules, regulations, codes, orders and/or laws applicable to and/or affecting the Project in any way including, without limitation, those of the agencies of the County, State or other review authority.

3.2.8. **Project Team Collaboration Portal / Project Controls:** The City intends to implement a project team portal with documents control collaboration system. The PA and key sub-consultants shall cooperate and utilize this system on the project. Details of this system will be coordinated with the top ranked firm(s) during fee negotiations.

3.2.9. **Public Project Website:** The City intends to deploy a public project website for collaboration with external stakeholders, to provide progress updates and general information about the project. The PA will assist the City's PM and website consultant in development of the public project website, and providing copy and content related to the project.

3.2.10. **PA Recommendations:** PA will make recommendations to PM regarding any investigations, surveys, tests, analyses and reports that are deemed necessary and required by the PA and its sub-consultants or City's or PM's consultants to properly perform the Services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing any delay to the Project.

3.2.11. **Drawings Submittals to City:** Drawings Submittals from PA will be sent to PM by electronic mail in PDF format, CAD Plot File and / or via the most time appropriate deliver service as applicable. The date of transmission will be the triggering date for the time of a response, if any. Drawing Submittals will be reviewed by City and PM and returned to PA in an expeditious manner.

3.2.12. **Requests for Information:** Architect shall submit all requests for information to PM as soon as information is required. Requests shall be made by e-mail. The date of transmission will be the triggering date for the time of a response, if any. Verbal requests are also acceptable so long as PA also submits the requests in an email. The PA will indicate the appropriate priority of each Request.

3.2.13. **Value Engineering:** Value Engineering is an integral part of the design process and is accomplished in conjunction with estimating during the preparation of design documents. PA shall consider relevant alternatives within the project design to optimize and balance capital, constructability, ease of operation and maintenance, utility and life cycle costs, and advise City and PM during all phases on a continuous and timely basis to make value determination on best and most economical methods, materials, systems and equipment to be used in the Project. The PA shall also provide a report of recommended sinking fund plan for major maintenance and / or replacement of head-end or other substantial systems or equipment to be incorporated into the Project.

3.2.14. **Cost Estimate:** PA shall submit an A/E opinion of probable construction costs, in the requisite level of detail and with an appropriate contingency for the level of design, with each design submittal.

3.2.15. **Schedule:** PA shall submit an A/E opinion of probable Contract Time, in the requisite level of detail and with an appropriate contingency for the level of design, with each design submittal.

3.2.16. **A/E Contract Progress Monitoring and Reporting:** The PA shall submit a monthly progress report with an updated detailed schedule and budget trend / budget balance detailing the current contract, invoicing to date, work in progress since latest invoice, current contract balance and projected budget balance trend. Any issues that may impact the budget shall be identified in each report. Reports shall be submitted with each invoice.

3.2.17. **Proprietary or Sole Source Specifications:** All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by City and PM.

3.3. PHASE I– CONCEPTUAL, SCHEMATIC AND DESIGN DEVELOPMENT PHASES & DELIVERABLES

3.3.1. **Architectural Program Verification / Update**

The PA shall verify and update the preliminary architectural regarding options of design character, issues of design and massing, aquatic facility configurations and features and related considerations. PA shall attend up to 3 client / public outreach meetings and prepare graphic materials, such as overall site illustration, area boundaries, and representations of site opportunities and constraints, as may be required by City and PM to support those meetings. PA should be prepared to address those topics relative to the Conceptual Design activities.

3.3.2. **Public Outreach / Stakeholder Involvement**

The PA shall develop a public outreach plan in conjunction with the City. The City shall approve all information to be disseminated to the public on the project and shall be the primary point of contact for all outreach activities. The plan will be reviewed by the City and revised by the PA as required until approved by the City, prior to implementation.

3.3.3. **Base Information**

It will be necessary for the PA to review available geotechnical reports, existing civil surveys, available as-built drawings that may exist, program information, and other information. The PA is to prepare base drawing information for the project, needed for the subsequent work, in a format as required by the City and PM.

3.3.4. **Conceptual Design Phase Deliverables**

During the Conceptual Design Phase, The PA shall participate in design, budget and schedule reviews of the Conceptual Design documents and related conceptual cost estimate with PM and City. The PA shall assist with the compilation of estimated conceptual budget and schedule, and validate

and accept both, in writing. In each case, the PA and associated sub-consultants shall attend up to four periodic meetings as requested by the PM during the conceptual design phase of the project. Based on the program, and information related to the Project as discussed, presented, or otherwise communicated by the PM, the PA will prepare and provide the following Concept Design Phase deliverables

3.3.4.1. **Environmental CEQA Support Submittals -** Provide the following:

- Site Plan
- Utilities Plan
- Landscape Plans
- Grading Plans
- Elevations and / or Simulations
- Wave Sculpture Disposition (protect in place / relocation siting)
- Perimeter Treatment / Fencing Details
- Narrative Describing Building Materials, Colors, Architectural Style and Features
- Conceptual Façade Figure
- Construction Schedule
- List of Construction Equipment for Each Phase
- Number of Trees to be Removed / Replaced
- Existing and Proposed Storm Drain Outlets
- Grading Plan Showing Excavation Depth / Dewatering Determination
- Type and Location of Water Quality Measures
- Pedestrian and Bicycle Access Configuration During Construction
- Demolition / Soil Export Quantities, Location of Receiving Landfill
- Demolition / Construction Phasing Determination
- Pool Maintenance Program – Quantity and Disposal Method of Pool Wastewater
- Water, Gas, Electrical or Other Offsite Utility Upgrades / Existing Utilities to Remain
- Designated Landfill / Solid Waste Site for Construction and Operational Materials

3.3.4.2. **Architectural Design Deliverables:** Provide the following drawings / documents:

- Hazardous materials containing building materials and soils investigation and test reports, recommendations for removal and disposal
- Geotechnical investigation / report with recommendations for existing foundation / pile demolition / removals, site soils preparation building and pool elevations constraints and appropriate foundation and structural systems best suited for on-site soils conditions.
- Demolition alternatives / recommendations (early separate demolition contractor or demolition combined with final construction documents)
- Architectural program related deliverables
- Restaurant minimum build-out and tenant improvement delineation recommendations
- Finalized program, with cost/benefit analysis and recommendations for tentative elements
- Site plan
- Preliminary themes and possible locations for public art
- Floor plans / typical level plans
- Roof plan
- Conceptual elevations
- Building sections
- Assist the City and its PM in establishing budget ranges
- Preliminary value engineering report, identifying systems to be targeted for analysis
- LEED Gold compliance preliminary summary report

3.3.4.3. **Landscaping Design Deliverables:**

- Conceptual design for site and streetscape
- Proposed plant material list

3.3.4.4. **Aquatics Design Deliverables**

- Aquatics program elements details and exhibits

- Conceptual validation report of preferred rules compliance for various elements
- Analysis and recommendation of 10 foot minimum depth to allow for collegiate and international water polo competition
- Analysis and recommendation regarding the inclusion of an adjustable depth pool floor
- Analysis and recommendation of a separate 25Y x 60 ft, 18' deep Diving Well, with 5, 7.5 and 10M platforms, plus springboards
- Evaluation of the hydrostatic forces involved in the design of the pools, particularly with regard to a high water table
- Plan view options indicating the general size, shape, depth and character of the various bodies of water
- Identification of each body of water with an accompanying narrative demonstrating how each achieves the overall program directives.
- Preliminary Sections of each body of water
- Proposed location of pool equipment room(s) with a general understanding of how these locations will integrate with the facility as a whole with regard to venting and underground infrastructure.
- Intended use and location of the existing Myrtha pool

3.3.4.5. **Structural Engineering Deliverables:** For each structure, provide the following drawings/documents:

- Conceptual narrative of proposed structural systems and other related or necessary information

3.3.4.6. **Mechanical and Plumbing Engineering Deliverables:** For each building, provide the following drawings/documentation:

- Conceptual narrative of proposed mechanical and plumbing systems

3.3.4.7. **Electrical Engineering Deliverables:** For each building, provide the following drawings / documentation:

- Conceptual narrative of proposed electrical service and systems
- Conceptual narrative of proposed building intrusion system and keyless entry
- Conceptual narrative of proposed fire alarm system

3.3.4.8. **Lighting Design Deliverables:** N/A Conceptual Design

3.3.4.9. **Signage and Graphics Design Deliverables:** N/A Conceptual Design

3.3.4.10. **Parking & On Site Vehicle Circulation Design Deliverables:** As integral to conceptual site plan.

3.3.4.11. **Civil Engineering Deliverables:** Services and documentation include but are not limited to:

- Conceptual narrative of proposed electrical service and systems
- Proposed building pad elevations
- Proposed utilities including sewer, water, fire
- Conceptual level deliverables related to Street / Parking Entrance Intersection Redesign

3.3.4.12. **Acoustics, Noise and Vibration Control Design:** N/A Conceptual Design

3.3.4.13. **Codes and Accessibility Compliance:** Services and documentation include, but are not limited to:

- Conceptual Building Code Analysis to establish building construction type and occupancy
- Services to include confirmation with Building Official and Fire Marshall to confirm interpretation of Code requirements

3.3.4.14. **Water Proofing:** N/A Conceptual Design

3.3.4.15. **Security / Fire Alarm:** N/A Conceptual Design except as may be included in electrical and plumbing

3.3.4.16. **Energy Management:** N/A Conceptual Design

3.3.4.17. **Interior Design:** Services and documentations include, but are not limited to:

- Conceptual narrative describing quality of interior finishes and building material standards
- Discuss budget range for Furniture, Fixtures and Equipment (FF&E). Scope of services shall include for development of FF&E required for the facility, and development of the FF&E budget along with all other budgetary elements of the project.

3.3.4.18. **Cost and Schedule Submittals:**

- Conceptual level A/E opinion of probable cost
- Conceptual level A/E opinion of probably construction contract time

3.3.5. Schematic Design Phase Deliverables

During the Schematic Design Phase, PA shall participate in design reviews of the Schematic Design documents and related schematic cost estimate with PM prior to review and approval by the City Council. PA shall review the preliminary Architectural program and provide comments as well as discussions with the City and PM to establish and validate PA's proposed program. PA shall also review the Project Budget and Estimated Construction cost and time, and validate both in writing. In each case, the associated consultant(s) shall attend up to three meetings as required by the Program Manager during the schematic phase of the project. Based on approved Concept Design documents prepared by the PA and PM's written authorization to proceed, PA shall provide the following Schematic Design Phase deliverables:

3.3.5.1. Architectural Design Deliverables:

- Demolition Plans and Draft Demolition Specifications, including hazardous materials removal and disposal requirements and advanced removal of fundraising elements
- Floor plan including grade elevations and setbacks at 1/16" = 1' – 0"
- Building floor plans with overall layout and horizontal dimensions at 1/16" = 1' – 0" and at 1/8" = 1' – 0" scales as appropriate.
- Roof plans indicating roofing materials and roof slopes at 1/16" = 1' – 0"
- Exterior finish schedule/elevations showing Colors and Materials Selections
- Preliminary art conceptual exhibits, targeted locations for installation
- Dimensioned elevations with materials, colors and finishes indicated at 1/16" = 1' – 0"
- Colored Elevations for all buildings at 1/16" = 1' – 0"
- Buildings sections at 1/16" = 1' – 0"
- Wall sections showing general construction methods and materials at appropriate scale(s)
- Details as required at appropriate scale(s)
- Preliminary selection of all awnings or shade systems.
- A minimum of one refined in-house 3D computer massing and elevation theme board
- Exterior Color and Materials Boards (3 minimum)
- Outline specifications per Construction Specifications Institute (CSI) Master Format

- Schedule and attend meetings as required during the schematic phase of the project
- Assist Program Manager in developing estimate for the entire project
- Updated value engineering report
- LEED Gold compliance updated summary report

3.3.5.2. **Landscaping Design Deliverables:**

- Site plan showing all buildings and landscaping features and palette 1/16" = 1' – 0". All R.O.W. shall be shown
- Landscape (soft and hard) plan at 1/16" = 1' – 0"
- Site Amenities Plan at 1/16" = 1' – 0" (could be combined with landscape plan)
- Service and emergency vehicle access plan at 1/16" = 1' – 0"
- Elevations, sections and details of walls, seatwalls, planters, curbs and paving edges, fences, railings and other hardscape features at appropriate scales
- Plans for sidewalk and strand improvements. This includes walkway, strand and/or sidewalk improvements within the project site, as shown on the preliminary site plan and as further defined through the design process.
- Outline specifications per CSI Master Format

3.3.5.3. **Aquatics Design Deliverables**

- Updated Aquatics program elements details and exhibits
- Updated Schematic validation report of preferred rules compliance for various elements
- Basis of Design report on overall demand volume, water filtration and circulation, heating, electrical demand requirements, ventilation and exhaust, controls and telemetry, authorities having jurisdiction and health code requirements, and signage for each body of water
- Basis of Design report on structural requirements of pool shell design
- Enhanced pool shell plans indicating further refinement of conceptual plans as approved.
- Proposed options for slot drains, coping, waterline tile, swim lane tile, steps, hand rails, ladder locations, lane lines, targets, and other such amenities as needed to illustrate the general usability of each body of water
- Proposed pool equipment room layout

- Propose location of boiler exhaust method and route
- Outline specifications

3.3.5.4. **Geotechnical Engineering Deliverables:**

- Geotechnical Report with all relevant recommendations for structural, grading, drainage, liquefaction, uplift, and other relevant project parameters

3.3.5.5. **Structural Engineering Deliverables:** For each structure, provide the following drawings/documents:

- Basis of Design Report based the Geotechnical and Soil Reports to establish structural design criteria, studies and recommendation of structural systems, wall framing types and materials, and description of any special requirements
- Basic Framing plans
- Outline specifications per CSI Master Format

3.3.5.6. **Mechanical and Plumbing Engineering Deliverables:** For each building, provide the following drawings/documentation:

- Basis of Design Report to include demand estimates for domestic and fire water, and natural gas, estimate of loads for sanitary system, recommendation and description of systems and materials, description of special requirements, and design criteria
- Recommendation on HVAC equipment, plumbing, and fire sprinkler riser locations
- Recommendation on Mechanical room requirements, layouts and locations
- Outline specifications per CSI Master Format

3.3.5.7. **Electrical Engineering Deliverables:** For each building, provide the following drawings/documentation:

- Basis of Design Report to include recommendations for lighting, power, control, and communication systems and recommendations of special requirements as well as electrical utility demands for both normal and emergency power sources
- Site plan showing recommended conduit routing and locations of transformers pads and vault locations, and connection to infrastructure
- Recommendation for Electrical/Electronic room layouts and locations
- Define equipment and device locations for building intrusion system and keyless entry

- Update criteria for fire alarm systems
- Outline specifications per CSI Master Format

3.3.5.8. **Lighting Design Deliverables:** For the overall site, parking and all building exteriors, provide the following drawings/documentation:

- Selection of Lighting Fixtures
- Plans and Building Elevations showing the location of lighting fixtures at 1/16" = 1' – 0"
- Outline Specifications including fixtures Cut Sheets
- Preliminary list of fixtures cost

3.3.5.9. **Signage and Graphics Design Deliverables:**

- Conduct Preliminary Study and Planning of Signage requirements including Signage required by local codes.
- Provide Recommendations for image, identity and signage
- Develop Guidelines for signage design
- Outline Specifications

3.3.5.10. **Parking & Onsite Vehicle Circulation Design Deliverables:** For the overall site, provide the following services:

- Establish parking requirements for the specific components of the Project, and provide criteria and basis of design to assist in planning and design of all surface lots
- Provide recommendation on location, number and type of vehicular entries and exits
- Review and evaluate the development plan for on site vehicle circulation and the interface between pedestrian and vehicular circulation
- Evaluate design for all parking areas and provide recommendation for improvements
- Provide recommendations on method of parking control incorporated within parking facilities, if any
- Outline Specifications in CSI Master Format for parking control equipment

3.3.5.11. **Civil Engineering Deliverables:**

- Produce preliminary grading plans showing proposed grades including grades at all vehicular streets (public & private), public walkways, park areas and planting areas
- Schematic level deliverables related to related street improvements

- Establish floor slab elevations for all buildings
- Advise of subsurface issues to be addressed in the design and construction of below grade foundations, utilities and other substructures
- Outline specifications

3.3.5.12. **Acoustics, Noise and Vibration Control Design:**

- Develop project criteria to meet minimum and industry standard requirements for:
- Exterior noise
- Sound transmission
- Impact transmission
- Review proposed HVAC, electrical, plumbing and elevator system noise and vibration control and fellable vibration.
- Measure noise levels to provide preliminary recommendations for glazing
- Provide preliminary recommendations for partitions and impact isolation

3.3.5.13. **Codes and Accessibility Compliance:**

- Verify the Project's code requirements
- Cite all applicable codes and standards including local amendments to the state building code; local, state and federal accessibility regulations, health codes and regulations, and all code-related regulations such as National Fire Protection Association, California Building Code and Federal Housing Administration, etc.
- Identify all special studies, reports and other data related to any applicable environmentally sensitive area that will be required for obtaining permits
- Review proposed building construction types, building height and area limits, separation requirements and egress components to enable the rapid development of the planning and design

3.3.5.14. **Water Proofing:**

- Outline specifications
- Drawings and other documents to fix and describe materials and systems that may be appropriate for the Roofing and/or Waterproofing of the project

3.3.5.15. **Security / Fire Alarm:**

- See tasks associated with Electrical and Plumbing

3.3.5.16. **Energy Management:**

- Provide schematic-level narrative reflecting building systems energy efficiency, water conservation design strategies, and envelope design
- Provide an estimate of probable energy operating costs relative to the schematic design, and make recommendations for energy management

3.3.5.17. **Interior Design:**

- Interior elevations of feature spaces
- Floor plans indicating millwork
- Interior finish schedule/plans
- Reflected ceiling plans indicating materials and type
- Wall types
- Door schedules
- Outline specifications per CSI Master Format
- Establish budget for FF&E

3.3.5.18. **Cost and Schedule Submittals:**

- Schematic level A/E opinion of probable cost
- Schematic level A/E opinion of probably construction contract time

3.3.6. **Design Development (DD) Phase**

Based on the accepted Schematic Design documents and PM's written approval to proceed, Consultant shall prepare Design Development documents consisting of drawings and other documents including to fix and describe the function, size and character of the entire Project including selection of materials, type of structure, mechanical and electrical systems and performance data. In each case, the associated consultant(s) shall attend meetings as required by the PM. During the Design Development Phase, the PA shall participate in technical reviews of the Design Development documents and Design Development cost estimate with PM prior to review and approval by the City at the 50% and 100% completion stages of Design Development.

3.3.6.1. **Architectural Design Deliverables:**

- Updated demolition plans and draft demolition and hazardous materials removals specifications (If early demolition phase is deemed appropriate / approved)

For each building, provide the following architectural documentation in scales larger than those used in the Schematic Phase:

- Floor plans of each area, walls, doors, windows shall be clearly referenced. All materials clearly indicated. Refined dimensions
- Floor plans shall show interior finishes and kitchen and bathrooms layouts
- Roof plans: Refined equipment layout including ductwork and attachments. Conditions to be detailed
- Reflected ceiling plans showing Lighting, grill layout, penetrations
- Elevations: All wall features, including details of all awnings or shade systems, materials indications, refined dimensions
- Sections: Refine all integrated features in specific areas, refine dimensions, materials indications
- Schedules: All partition/demising wall types defined, complete paint/finish schedule. Complete door/frame schedule, complete window schedule
- Interiors: Final interior elevations, reflecting ceiling plan, finishes, furniture and fixtures, casework and millwork layout, and material selection
- Final public art exhibits, scaled drawings and/or samples as appropriate
- All details defined
- Provide final material and color board for exterior and interior finishes
- Update and expand Schematic Phase Outline Specifications
- Provide recommendation for all door and window hardware
- Updated value engineering report, measures implemented, elements remaining to be addressed, preliminary long term major maintenance / equipment replacement sinking fund budget recommendations
- Assist PM in developing a detailed total project cost estimate
- LEED Gold compliance updated summary report

3.3.6.2. **Aquatics Design Deliverables**

- Updated Aquatics program elements details and exhibits
- Updated Schematic validation report of preferred rules compliance for various elements
- Enhanced pool shell plans indicating further refinement of Schematic plans as approved
- Structural plans indicating size, shape, thickness, and design strength of pool shell for each body of water
- Sections illustrating pool coping, coping bond beam attachment, pool shell to decking, slot drains, bulkhead, waterline tile, waterproofing, and surface finish for each body of water

- Details indicating handrails, ladders, lane lines, pool lanes, targets, steps, and associated features
- Sections of pump pit(s) and associated underground plumbing penetrations, gaskets, waterproofing, coordination with sanitary sewer, and subsurface drainage
- Pump pit equipment layout plan
- Updated mechanical load calculations
- Equipment schedule including approximate load, weight, and power requirements
- Piping layout
- Standard details
- Updated Electrical load calculations and summaries (normal and emergency)
- Un-circuited lighting layouts
- Un-circuited power plans Completed subpanel single line diagram with feeder lengths
- Grounding for all pool equipment, pool lights, ladders and any other elements as required by code(s)
- Update specifications

3.3.6.3. **Landscaping Design Deliverables:**

- Overall site plan showing buildings and landscaping features to include but not limited to major graphics, lighting locations, etc.
- Plans sidewalk / strand improvements
- Detailed landscape (soft and hard) plans at appropriate scale
- Landscape palette
- Updated service and emergency vehicle access plan
- Elevations, sections and details of walls, planters, and other hardscape features
- Details for curbs and paving edges, fences, railings, waste receptacles
- Update and expand Schematic Phase Outline Specifications

3.3.6.4. **Structural Engineering Design Development Deliverables:**

- Foundation and framing plans and sections fully defined
- Preliminary structural design calculations for typical elements
- Framing layout drawings

- Typical detail sheets
- Identify pre-engineered structural elements (trusses, walls, etc.)
- Update and expand Schematic Phase Outline Specifications

3.3.6.5. **Mechanical and Plumbing Design Development Deliverables:**

- HVAC plans showing supply and return air and thermostat locations
- HVAC equipment schedule including approximate load, weight, and power requirements
- Plumbing equipment and fixture schedule
- Updated mechanical room layouts
- Ductwork single line layout
- Piping layout
- Standard details
- Updated HVAC load calculations, plumbing fixture count, and utility load calculations
- Update and expand Schematic Phase Outline Specifications

3.3.6.6. **Electrical Engineering Design Development Deliverables:**

- Updated Electrical load calculations and summaries (normal and emergency)
- Un-circuited lighting layouts
- Un-circuited power plans
- Updated electrical/electronic room layouts
- Fire alarm, communications telephone LAN device layouts
- Completed single line diagram with feeder lengths
- Lighting protection plan and grounding
- Electrical equipment schedule with approximate loads, weights and power requirements
- Panel and loading schedules coordinated with electrical distribution panel sizes and locations
- Standard electrical details
- Location of building intrusion detection devices and keyless entry devices
- Criteria for design-build fire alarm systems
- Update and expand Schematic Phase Outline Specifications

3.3.6.7. **Lighting Design Development Deliverables:**

- Refine Selection of Lighting Fixtures
- Plans and Building Elevations showing the location of Lighting Fixtures at appropriate scales (could be combined with electrical engineering deliverables)
- Update and expand Schematic Phase Outline Specifications including updating Vendors Cut Sheets
- Update of fixtures cost list

3.3.6.8. **Signage & Graphics Design Development Deliverables:**

- Provide site and buildings plans showing the locations of all signage and graphics at appropriate scales. List signage type and copy
- Provide designs for all signage, specifying colors, materials, dimensions, and design details
- Include way finding, level and vehicle traffic signage for any proposed parking structure(s)
- Update and expand Schematic Phase Outline Specifications

3.3.6.9. **Parking Design Development Deliverables:**

- Update and finalize parking requirements for the project
- If applicable, finalize recommendations on method of parking control incorporated within parking facilities and confirm location and type of vehicular entries and exits

3.3.6.10. **Civil Engineering Deliverables:**

- Verify grading plans showing finish grades at all vehicular streets (public & private) and public walkways
- Design deliverables related to street / parking lot intersection related street improvements
- Confirm proposed floor slab elevations
- Drainage Plans including storm drain profiles and sanitary sewer profiles.
- Utility Plans for water and sewer showing point of connection with off-site existing service lines, location of all underground utilities, including existing that must be re-located, points of connection locations for buildings
- Utilities study and calculations
- Coordinate with the Mechanical Electrical and Plumbing (MEP) engineer(s) for all utility connection locations and capacity requirements

- National Pollutant Discharge Elimination System (NPDES) Permit Compliance - Standard Urban Stormwater Mitigation Plan (SUSMP), Storm Water Pollution Prevention Plan (SWPPP), and Best Management Plans (BMPs) for erosion and sediment control plan and report
- Water Quality Management Program (WQMP) report
- Site plan with horizontal control for key building corners and other major site elements

3.3.6.11. **Acoustics, Noise and Vibration Control Design:**

- Summarize recommendations in a report. The report will be in accordance with city and state requirements
- Develop recommendations for absorption in spaces to provide an environment that will limit reverberation, free of echoes and lower background noise levels. Provide recommendations for absorption
- Review partition and door types as project progresses
- Provide recommendations for supply and return sound traps, duct lining, and duct velocities
- Provide recommendations for Vibration isolation of equipment and piping.
- Provide recommendations for Vibration isolation of electrical, plumbing and elevator equipment to meet project criteria

3.3.6.12. **Codes and Accessibility Compliance:**

- Update the code review of the schematic design
- Attend meetings with Building Officials, Fire Agencies, Environmental Review Agencies, and similar Permitting agencies as required to resolve codes issues while advocating the City's position
- Provide Egress Analysis Plan

3.3.6.13. **Water Proofing:**

- Review of drawings and specifications for the roofing & waterproofing systems and provide comments and corrections as needed

3.3.6.14. **Security / Fire Alarm:**

- See tasks associated with Electrical and Plumbing

3.3.6.15. **Energy Management:**

- Provide analysis of building systems energy efficiency, water conservation design, and envelope design

- Provide an estimate of probable energy demand, and energy operating costs relative to the proposed design

3.3.6.16. **Interior Design:**

- Update of Schematic Design items and incorporate into the Architectural deliverables
- Develop FF&E list including costs per item

3.3.5.4. **Cost and Schedule Submittals:**

- DD level A/E opinion of probable cost
- DD level A/E opinion of probably construction contract time

3.4. PHASE II CONSTRUCTION DOCUMENTS, REGULATORY PERMITTING AND BID PHASES

3.4.1. **Construction Documents**

Based on approved Design Development documents, and on PM's written approval to proceed, PA shall manage and oversee all architectural and engineering disciplines, artist(s) and specialty sub-consultants for the preparation of Construction Bid Documents by advancing all Design Development deliverables, for the Project required to obtain prime contractors' construction bids, building and regulatory permits, and for use in constructing the Project. Construction Documents shall include, but are not limited to, Building Division submittal, Demolition plans and specifications (either a separate bid package for early demolition phase, or integrated with permanent project bid documents, as determined through the conceptual / schematic phases above), General and Special Conditions, Entitlement Mitigation Measures Exhibits, Relevant Permit Documents, Standard Plans and Specifications, Warranty, Guarantee and Commissioning Specifications, Complete Construction Drawings including details, reports, solutions, updated opinions of probable cost and time and final technical specifications for all Architectural, Landscape / Irrigation, Aquatic, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Lighting, Signage and Graphics, Civil, Acoustics and Waterproofing. A final LEED Gold compliance report validating the project design's compliance shall be submitted with the 90% CD submittal. PA must process the Construction Documents and Specifications through approving agencies, and incorporate all revisions/corrections as necessary to obtain the required approvals from those agencies. PA shall participate in technical reviews of the Construction Documents and cost estimates with PM and City at the 60%, 90% and final Construction Documents completion stages.

3.4.2. **Document Release Services**

PA shall sign/seal Drawings and Specifications as required by Building Division, Planning Division and other regulatory permitting officials, shall assist in resolving issues that may arise during plan check and amend the documents as may be required by the governing authority, and do all things necessary to obtain the building and other required regulatory permits.

After final review and City acceptance of the 100% Construction Documents, the PA shall deliver 10 sets of complete construction document and supporting information package to City and the PM including. Supporting documents shall include, but may not be limited to the following:

- Project manual
- Drawing "bluelines"
- Engineering Equipment Manuals
- Engineering calculations
- A/E Opinions of Cost & Time

All sketches, drawings, models, illustrations, specifications, CAD and utility modeling program software, and similar type items, developed by the PA and/or its sub-consultants during the course of the Project, including originals, become the property of City, and shall be delivered to City upon completion of services.

3.4.3. **Bidding And Contracting Period Services**

Upon conclusion of the Construction Documentation Phase, the PA shall provide reproducible construction documents.

The PA shall provide services including, but not necessarily limited to, the following:

- Issue Construction Documents and bid forms to PM
- Determination of appropriate FF&E procurement method, development of bid documents therefore and design services during procurement / delivery.
- Determining the appropriate procurement packages, development of bid packages, assistance during bidding, and design services during construction, demolition implementation and/or delivery of each procurement package.
- Determining the appropriate level of design for each project element / system, including performance spec (design/build) systems.
- Attend an internal bid process planning meeting with city PM and stakeholders, and a pre-bid / job walk meeting with PM and prime contractors bidding the contract
- The PA will assist PM in the preparation addenda to the Construction and Bid Documents related to questions / issues that arise during the bid process
- Assist the PM and the prime contractors in obtaining approvals, permits, and licenses, and shall make any such changes and revisions to the Construction Documents as are necessary to obtain any and all approvals, permits or licenses for the Project, and shall assist the PM and the prime contractors in appealing adverse decisions

Following receipt of contractor bids, The PA shall assist City/PM in:

- Reviewing prime contractor bids for correctness and completeness

- Participating in the pre-construction meeting(s)
- Coordinating and expediting initial prime contractor's start-up submissions such as insurance, bonding, construction and billing schedules
- Analyzing and evaluating prime contractors' suggested alternatives, substitutions or value engineering proposals submitted by the prime contractors, and give PM written recommendations for changes in the Construction Documents and construction of the Project as a result of such consideration

3.5. PHASE III Design Services During Construction and Commissioning

The Construction Phase shall commence with the award of the contract or contracts or the portions thereof based on the Construction Documents between the City and any prime contractors for the Project ("Contracts for Construction"). PA shall provide Construction Administration Services of the Contracts for Construction. Construction Administration Services shall include, but will not be limited to, the following:

- Represent, advise and consult with the PM and City's Construction Manager (CM) during the administration of the Contract for Construction.
- Periodically visit the site during the construction phase to become familiar with the progress, acceptability, and quality of the Work and to determine if the work is proceeding in accordance with the Construction Documents. PA agrees that its Principal Contact will be present and make as many site visits as requested by PM during the construction and closeout phases of work. PA shall provide for observation of the construction work as required by Title 24 California Code of Regulations. The PA and its sub-consultants shall review, stamp, and sign in a timely manner all documents requiring approval or for which PA or its sub-consultants are responsible.
- Attend weekly project meetings on-site.
- Independently inform City of the progress, acceptability, and quality of the work completed and guard the City against defects and deficiencies in the work, and determine, in general, if the work, as it progresses, is in conformance with the Construction Documents.
- Prepare Site Observation Reports within three (3) business days subsequent to a site visit or sooner if such information to be transmitted is of substantial and immediate importance. PA shall issue reports to the City, CM and prime contractors with copies to the City related to deficiencies, errors, non-adherence to schedules, disagreements with pricing or time requests on change orders when requested by the City, and other items of importance that the PA observes during construction.
- Conduct observations throughout construction of the Project to determine the date or dates of Substantial Completion and the date of final completion. PA will provide in writing to the City its observations.
- Report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the general contractor.
- At all times, PA and all of its sub-consultants will promptly and expeditiously, render interpretations of the Construction Documents and review, critique and comment in writing

on all shop drawings, materials, samples, schedules, colors, or other submittals necessary for the proper execution or progress of the work. When requested by the City, PA shall render written responses and opinions on all claims, addenda, proposals, disputes and all other matters in question between the City, its CM, prime contractors, vendors, and others relating to the execution or progress of the work or the interpretation of the Construction Documents in order to maintain the Project schedule and to assist the City in its pursuit of resolving negotiations and completion of the Project. The PA's action shall be taken with such promptness as to cause no delay in the work or in the activities of the City, its CM or prime contractors.

- PA shall assist the CM in the review indexed binders (number of copies as required by the specifications prepared by the PA) containing originals of all manuals, brochures, and drawings and warranties needed for operation and maintenance of all systems and the work and shall assemble all written guarantees and warranties from the prime contractors.
- Specify and arrange with the prime contractors, City staff, or construction manager for instructional sessions wherein operational and maintenance personnel will be instructed in the use, operation and maintenance of mechanical, electrical and other equipment, and the maintenance and care of special finishes and other operational items, all of which shall have been specified within the Construction Documents.
- Prepare and distribute to all appropriate persons and entities, any correspondence, bulletins, drawings, supplemental specifications, addenda etc. necessary to clarify or supplement Construction Documents throughout the construction phase.
- PA shall answer all requests for information, in writing, generated by the CM or prime contractors within three (3) business days of receipt of such requests for information.
- When requested by the City, provide written recommendations on all matters in question between the City and prime contractors relating to the execution and progress of the work or the interpretation of the Contract Documents. The PA shall render to the CM an interpretation, which shall be subject to the approval of the City. The PA's interpretation shall not be issued to the prime contractors until it has been reviewed and approved by the City and CM. The PA's interpretation, as approved by the City, shall be binding only for the specific purpose of interpretation of the Contract Documents related to each response rendered. PA shall use its professional efforts to obtain faithful performance of the work by the prime contractors. PA shall not be the interpreter of the contract executed by City and prime contractors, but will, when requested by the City, submit its opinion to the City as to any concerned or disputed item related to construction work in the field.
- When requested by City, the PA shall review for approval prime contractors' submitted Change Order proposals for rendering of opinions as to inclusion or omission from the scope of work covered in the Construction Documents and as to the validity of the estimate of costs.
- Review prime contractors' submission of Record Drawings, Warranties and Operation and Maintenance Manuals for all systems for approval prior to the issuance of a final Certificate of Payment. In their review, PA and its Sub-consultants shall advise the City of any apparent unacceptable items, problems and discrepancies between the intent of their work and such Record Drawings. Such review shall not relieve the prime contractors or

construction manager of responsibilities for the accuracy or completeness of its work or of the information recorded.

- If requested by the City, PA shall review and assist the PM with the negotiation, as required, of the prime contractors' or construction manager's Change Order proposals and associated labor and material cost to ensure they are reasonable.
- PA shall prepare and submit to the City all selections of color, textures, and finishes for all required items of the Project in ample time for City approval before the time such information is needed by the prime contractors or construction manager.
- The PA shall render no extra, compensatory services unless first authorized in writing by the City.

3.6. POST CONSTRUCTION COMPLETION SERVICES

As the construction of the Project progresses and no later than 30 days after the final completion thereof, prepare and furnish to PM a set of reproducible Record Drawings and CADD disks showing construction changes in the work and final locations of MEP, fire protection sprinkler system (to the extent referenced in the Construction Documents), and life safety (to the extent referenced in the Construction Documents) components, and other considerations, for which City has a requirement, based on general contractor's or construction manager's Record Drawings, marked up prints, drawings and other data furnished by the prime contractors or construction manager to PA. PA shall provide as-built set (mylar and electronic files) from markups received from the field.

Exhibit "B"

Rates or Charges

Exhibit "B"
Rates or Charges

Harley Ellis Devereaux Corporation

A/E Services Fee Breakdown

GENERAL REQUIREMENTS / ALLOWANCES		
Item		**TOTAL**
Project Team Portal (Staff time & traning)	$	49,950.00
Project Team Portal (Subscription)	$	86,076.00
Project Management / PSA Administration	$	561,600.00
Travel (Allowance)	$	90,000.00
Model (Allowance)	$	40,000.00
Printing (Allowance; includes $10,000 for myla	$	92,000.00
SUBTOTAL (T&M NTE)	**$**	**919,626.00**

A/E SERVICES			*NOTES*
Discipline		**TOTAL**	
Architectural	$	2,709,230.00	
Outreach	$	69,300.00	
Programming	$	71,280.00	
Aquatics	$	328,224.00	
Civil	$	313,641.00	
Structural	$	354,250.00	
Mechanical	$	415,000.00	
Electrical	$	377,280.00	1
Plumbing	$	120,000.00	
Energy Management	$	25,000.00	
Geotechnical	$	95,000.00	2
Hazardous Materials	$	24,400.00	3
Survey	$	31,000.00	
Public Art	$	96,000.00	
Landscape Architecture	$	106,000.00	
Lighting	$	75,000.00	
Signage / Graphics	$	85,000.00	
Parking / Traffic	$	30,000.00	
Acoustics, Noise & Vibration	$	29,500.00	
Code	$	20,000.00	
Waterproofing	$	25,000.00	
AV / IT / Security	$	130,625.00	
Fire Alarm	$	85,000.00	
Interior Design / FF&E	$	108,000.00	
Cost Estimating	$	155,445.00	
Schedule	$	45,000.00	
Life Cycle / Operations & Maintenance	$	45,000.00	
Restaurant	$	10,000.00	
SUBTOTAL	**$**	**5,979,175.00**	
TOTAL FEES WITHOUT ALTERNATES	**$**	**6,898,801.00**	

Exhibit "B"
Rates or Charges

Harley Ellis Devereaux Corporation

A/E Services Fee Breakdown

ALTERNATIVES		
Movable Floor	$	18,500.00
Separate Dive Well	$	109,000.00
LEED Gold Certification	$	108,000.00
Geotech: Additional Borings (after demo)	$	10,000.00
SUBTOTAL	**$**	**245,500.00**

GRAND TOTAL	**$**	**7,144,301.00**

NOTES

1 - Includes $35,000 for lightning control and protection system

2- Borings after demolition of building separated as alternate. Fee for geotechnical report is $65,000; Fee for hazardous soils investigation is $30,000

3- Hazardous Material report for building only

HARLEY ELLIS DEVEREAUX

601 South Figueroa Street Suite 500
Los Angeles, California 90017 | USA
tel 213.542.4500 | fax 213.542.4515
harleyellisdevereaux.com

2014 Hourly Rates

	Straight-time Rate Per Hour			Over-time Rate per Hour		
Level 6:Principal	$ 218.00	to	$ 310.00			
Level 5: Associate	$ 147.00	to	$ 220.00			
Level 4: Salary	$ 102.00	to	$ 212.00			
Level 3:Hourly	$ 87.00	to	$ 105.00	$ 131.00	to	$ 156.00
Level 2: Hourly	$ 70.00	to	$ 98.00	$ 105.00	to	$ 147.00
Level 1: Hourly	$ 58.00	to	$ 78.00	$ 87.00	to	$ 117.00

Principal-in-Charge	$310
Project Manager	$199 to $254
Senior Project Architect	$230
Project Architect	$195
Job Captain	$160
Architecture Staff	$140
Specifications Writer	$195
Senior Mechanical Engineer	$220
Project Engineer	$185
Mechanical Engineering Staff	$135
Senior Electrical Engineer	$220
Project Engineer	$185
Electrical Engineering Staff	$135

March 5, 2014

HASTINGS + CHIVETTA ARCHITECTS, INC.
2014
HOURLY RATE SCHEDULE

For additional services of the architect beyond the scope of Basic Services as described in the contract provisions, the following personnel charges are for work directly related to the projects.

Classification	Hourly Rate
Principal	$ 240
Project Manager	$ 210
Project Designer	$ 205
Construction Administrator	$ 185
Project Architect	$ 175
Programmer	$ 160
Interior Designer	$ 145
Technician	$ 125
Administrative	$ 125
LEED Admin.	$ 175

Reimbursable expenses are in addition to the above hourly fees and include expenses incurred by Hastings & Chivetta Architects, Inc. in the interest of the projects.

Effective Date: January 1, 2014

RoTo Architects Inc.

HOURLY RATES

Principal-in-Charge	$300
Sr. Project Architect / Designer	$185
Architectural Designer	$125

March 2014

ADVANTEC Consulting Engineers
21700 Copley Drive ♦ Suite 350 ♦ Diamond Bar ♦ CA 91765

Hourly Rates

Effective January 2014

Classification	Rate
Project Director III	$260 / hour
Project Director II	$220 / hour
Project Manager VI	$200 / hour
Project Manager V	$180 / hour
Engineer / Planner VII	$140 / hour
Engineer / Planner VI	$130 / hour
Engineer / Planner V	$120 / hour
Engineer / Planner IV	$110 / hour
Engineer / Planner III	$100 / hour
Engineer / Planner II	$ 95 / hour
Assistant Engineer I	$ 75 / hour
Technician II	$ 65 / hour
Administrative VI	$ 90 / hour
Administrative I	$ 75 / hour

Direct Costs
Effective January 2014

Mileage	IRS Current Rate
In House Plotting (Mylar)	$20.00 per D-size sheet
In House Plotting (Bond)	$10.00 per D-size sheet
Other Direct Costs	At Cost

AESCO

AESCO Standard Fees 2014

	Professional Staffing	Cost (per hour unless otherwise noted)
P100	Senior Professional Engineer	$ 175
P101	Senior Geotechnical Engineer	$ 175
P102	Project Engineer/ Manager	$ 150
P103	Geologist	$ 140
P104	Quality Control Manager	$ 140
P105	Senior Staff Engineer	$ 135
P106	Staff Engineer/Geologist	$ 115
P107	Laboratory Manager	$ 95
P108	Laboratory Technician	$ 80
P109	CADD Operator/Draftsperson	$ 75
P110	Data Processing, Technical Editing or Reproduction	$ 55
P111	Expert Witness Testimony	$ 380
P112	Certified Payroll, per sheet	$ 100

	Field Technician	Cost (per hour)
T150	Special Inspector (Reinforced Concrete, and Masonry)	$ 91
T151	Special Inspector (Structural Steel, Drilled-In-Anchors	$ 91
T152	Special Inspector for Welding	$ 91
T153	DSA Class I Inspector	$ 125
T154	DSA Class II Inspector	$ 115
T155	Special Inspector for Fireproofing	$ 91
T156	Special Inspector Load Tests or Torque/Bolt)	$ 91
T157	Special Inspector Rebar Sample	$ 91
T158	Special Inspector Pachometer	$ 91
T159	Senior Asphalt Placement Technician	$ 91
T160	Asphalt Placement Technician	$ 91
T161	Asphalt/Concrete Plant Technician	$ 91
T162	ACI/Caltrans Technician	$ 91
T163	Senior Soils Technician	$ 91
T164	Senior Grading Inspector	$ 91
T165	Staff Grading Inspector	$ 91
T166	Soils Technician	$ 91
T167	Pile Driving Inspector	$ 105
T168	AWS Certified Welding Inspector	$ 91
T169	NACE Coating Inspector	$ 120
T170	Field Coring Inspector	$ 91
T171	Nondestructive Examination Technician, UT, MT, LP	$ 95
T172	Structural Steel Fabrication Inspector (AWS)	$ 91

	Fabrication Shop Inspections	Cost (per hour)
T173	Structural Steel Inspector (ICC/CBO)	$ 91
T174	Structural Steel Inspector (AWS)	$ 91
T175	Batch Plant Quality Control Technician/Inspector	$ 91
T176	Reinforced Concrete, Prestressed Inspector	$ 91

Field Inspector/Technician Hours

No Work Performed (Work Cancelled) ..... Minimum 2-hour Charge
All field services charge ..... Minimum 4 and 8-hour Charge Thereafter

Regular Work Hours

First 8 hours, Monday through Friday, between 5:00 a.m. to 5:00 p.m.

Time and One-Half

Any increment past first 8 hours through 12 hours, Monday through Friday
First 12 hours on Saturday
Shift between 3:00 a.m. and 5:00 a.m.

Double Time

Any hours past 12 hours Monday through Saturday, all day Sunday and Federal Holidays

	Field Analysis	Cost (per hour unless otherwise noted)
G200	Soil Boring with Hollow Stem Auger Drilling	$ 250
G201	Backfill Boreholes with Betonite, per foot	$ 10
G202	Backfill Boreholes with Grout, per foot	$ 20
G203	Drumming and Disposal of Clear Cuttings	$ 300

	Mix Design Review	Cost
D250	Review of Concrete Mix Design	$ 150
D251	Review of Grout Mix Design	$ 150
D252	Review of Mortar Mix Design	$ 150
D253	Review of Asphalt Mix Design	$ 150

	Sample Pick-Up/Hold	Cost
U301	Regular Sample: Concrete Cylinders, Mortar/Grout Cubes and Cores, Fireproofing and Epoxy Prisms, each	$ 15
U302	Large Sample: Flexural Beams, Masonry Prisms, Shotcrete Panels, each	$ 45
U303	Technician for Specimen pick up, minimum 2 hours	$ 75
U304	Vehicle, per trip	$ 65

	Field Equipment Charges		Cost
E350	Brass Mold, each	$	20
E351	Concrete Air Meter, per day	$	40
E352	Concrete Unit Weight (Scale, Bucket, Rod and Mallet), per day	$	10
E353	Field Vehicle Usage, per day	$	65
E354	Concrete/Asphalt Coring Equipment rental, minimum 4 hours	$	190
E355	Fireproofing Adhesion/Cohesion, per test	$	15
E356	Hand Auger Equipment, per day	$	125
E357	Level D Personal Protective Equipment (PPE), per person per day	$	40
E358	Liquid Penetrating Consumables, per day	$	20
E359	Magnetic Particle Equipment and Consumables, per day	$	30
E360	Ultrasonic Equipment and Consumables, per day	$	55
E361	Nuclear Density Gauge Usage, per hour	$	15
E362	Compaction Test, per location/per test	$	18
E363	Portable Concrete Laboratory-not including Technicians, per day	$	by quote
E364	Pachometer (Rebar Locator), per day	$	50
E365	PID Usage, per hour	$	30
E366	Pull Test Equipment, per day	$	60
E367	Sand Cone Test Kit (Scale, Burner, Sand Cone Apparatus), per day	$	150
E368	Schmidt Hammer, per day	$	20
E369	Torque Wrench, Small, per day	$	15
E370	Torque Wrench, Large, per day	$	20
E371	Torque Multiplier (Skidmore), per day	$	50
E372	Miscellaneous Equipment Charge	$	by quote
E373	Vapor Emission Kit, each	$	45

AESCO

Schedule of Fees for Laboratory Services

	Concrete Tests	Cost (per test)
C400	6" x 12" Cylinder: Compression Strength (ASTM C39)	$ 25
C401	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293, or CTM 523)	$ 80
C402	Cylinders: Splitting Tensile Strength (ASTM C496)	$ 80
C403	Core Compression including Trimming (ASTM C39)	$ 50
C404	Coring of Test Panels in Lab, each	$ 25
C405	Diamond Sawing of Cores or Cylinders (ASTM C642)	$ 25
C406	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	$ 300
C407	Modulus of Elasticity Static Test (ASTM C469)	$ 125
C408	Unit Weight Including Lightweight Concrete	$ 65
C409	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	$ 375
C410	Additional Reading, Per Set of Three Bars	$ 45
C411	Storage Over Ninety (90) Days, Per Set of Three Bars, Per Month	$ 35

	Concrete Block, ASTM C140	Cost (per test)
C412	Compression (3 Required Per ASTM)	$ 50
C413	Absorption/Moisture Content/Oven Dry Density (3 Required per ASTM)	$ 80
C414	Linear/Volumetric Shrinkage (ASTM C426)	$ 90
C415	Web and Face Shell Measurements	$ 35
C416	Tension Test	$ 150
C417	Core Compression	$ 45
C418	Shear Test of Masonry Cores: 2 Faces	$ 70
C419	Efflorescence Tests (3 Required)	$ 35

	Laboratory Trial Batch: Cement, Concrete, Grout and Mortar	Cost (per test)
L450	All trial batch for cement, concrete, grout, mortar, etc.	$ by quote

	Brick Masonry Tests	Cost (per test)
M500	Modulus of Rupture: Flexural (5 Required Per ASTM)	$ 40
M501	Compression Strength (3 Required Per ASTM)	$ 40
M502	Absorption: 5 Hour or 24 Hour (5 Required)	$ 40
M503	Absorption (Boil): 1, 2, or 5 Hours (5 Required)	$ 70
M504	Initial Rate of Absorption (5 Required)	$ 30
M505	Efflorescence (5 Required)	$ 75
M506	Cores: Compression	$ 50
M507	Shear Test on Brick Cores: 2 Faces	$ 70

	Masonry Prisms	Cost (per test)
M508	Compression Test: Composite Masonry Prisms Up To 8" x 16"	$ 180
M509	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	$ 240
M510	Masonry: Cutting of Cubes or Prisms	$ 60

	Mortar and Grout	Cost (per test)
M511	Compression: 2" x 4" Mortar Cylinders	$ 35
M512	Compression: 2" x 3" x 6" Grout Prisms, Includes Trimming	$ 50
M513	Compression: 2" Cubes (ASTM C109)	$ 50
M514	Compression: Cores (ASTM C42)	$ 50
M515	Mortar Expansion (ASTM C806)	$ 275

	Fireproofing Tests	Cost (per test)
F550	Oven Dry Density	$ 65
F551	Adhesion/Cohesions Testing, per hour, 4 hour minimum	$ 100

	Gunite and Shotcrete Tests	Cost (per test)
C420	Core Compression Including Trimming (ASTM C42)	$ 50
C421	Compression 6" x 12" Cylinders	$ 25
C422	Compression: Cubes	$ 30

	Soils and Aggregate Tests	Cost (per test)
S600	Atterberg Limits/Plasticity Index (ASTM D4318)	$ 120
S601	Chloride and Sulfate Content (CTM 417, CTM 422)	$ 135
S602	Consolidation, Full Cycle (ASTM 2435, CTM 219)	$ 245
S603	Cleanness Value: 1" x #4 (CTM 227)	$ 175
S604	Cleanness Value: 2.5" x 1.5" or 1.5" x .75" (CTM 227)	$ 275
S605	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	$ 150
S606	Resistivity	$ 100
S607	Direct Shear Test (ASTM D3080)	$ 245
S608	Direct Shear Test, per point	$ 95
S609	Direct Shear Test Sample Remolding (ASTM D3080)	$ 35
S610	Durability Index Fine Aggregate	$ 150
S611	Expansion Index (ASTM D4829, UBC 18-2)	$ 145
S612	Durability Index: Coarse Aggregate	$ 150
S613	Maximum Density: Methods A/B/C (ASTM D1557 or D698, CTM 216)	$ 175
S614	Maximum Density: Check Point (ASTM D1557)	$ 65
S615	Maximum Density: AASHTO C (Modified) (AASHTO T-180)	$ 190
S616	Moisture Density Rock Correction	$ 150
S617	Moisture Content (ASTM D2216, CTM 226)	$ 20
S618	Density: Ring Sample (ASTM D2937)	$ 25
S619	Density: Shelby Tube Sample (ASTM D2937)	$ 35
S620	Organic Impurities (ASTM C40)	$ 85
S621	Failing Head Permeability (ASTM D2434)	$ 225
S622	R-Value: Soil (ASTM 2844)	$ 285
S623	R-Value: Aggregate Base (ASTM D2844)	$ 260
S624	Sand Equivalent (ASTM D2419, CTM 217)	$ 110
S625	Soil Classification	$ 25
S626	Sieve #200 Wash Only (ASTM D1140)	$ 85
S627	Sieve with Hydrometer: Sand to Clay (ASTM D422)	$ 260
S628	Sieve Analysis including Wash (ASTM C136)	$ 150
S629	Sieve Analysis Without Wash	$ 90
S630	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 202)	$ 85
S631	Specific Gravity and Absorption: Fine(ASTM C128, CTM 207)	$ 150
S632	Swell/Settlement Potential: One Dimensional (ASTM D4546)	$ 155
S633	Unit Weight Coarse Aggregate	$ 70
S634	Unit Weight Fine Aggregate	$ 70
S635	Voids in Aggregate (ASTM C29)	$ 80
S636	Unconfined Compression (ASTM D2166, CTM 221)	$ 90

	Asphalt Concrete Tests	Cost (per test)
A650	Asphalt Core Density	$ 40
A651	Extraction % AC by Ignition Oven	$ 145
A652	Gradation on Extracted Soil (ASTM D6507 andD5444, CTM 202, and CTM 382)	$ 100
A653	Moisture Content (CTM 370)	$ 75
A654	Maximum Theoretical Specific Gravity (RICE) (ASTM D2041)	$ 160
A655	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	$ 90
A656	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	$ 150
A657	Sieve Analysis (ASTM D5444 and C136)	$ 85
A658	Sieve Analysis with Wash (ASTM D5444)	$ 130
A659	Sand Equivalent (ASTM D2419)	$ 125

	Reinforcing Steel	Cost (per test)
R700	Bend Test: #11 or Smaller	$ 55
R701	Bend Test: Larger Than # 11	$ 85
R702	Tensile Test: # 11 or Smaller	$ 75
R703	Tensile Test: # 14	$ 105
R704	Tensile Test: # 18	$ 170
R705	Slippage Test In Addition to Tensile Test (Per Caltrans 52-1.08C)	$ 180
R706	Tensile Test: Mechanical Splice # 11 and Smaller	$ 110
R707	Tensile Test: Mechanical Splice # 14	$ 160
R708	Tensile Test: Mechanical Splice # 18	$ 195
R709	Tensile Test: Welded # 11 and Smaller	$ 75
R710	Tensile Test: Welded # 14	$ 105
R711	Tensile Test: Welded # 18	$ 170
R712	Sample Straightening for Bend or Tensile Test (if required)	$ 50
R713	Elastic Modulus	$ 170

	Metal Testing	Cost (per test)
R714	Hardness Test (Rockwell) and Brinnel (ASTM E18)	$ 65
R715	Hardness Test of Nuts	$ 75
R716	Hardness Test of Bolts	$ 90
R717	Hardness Test of Washers	$ 75

	Concrete Coring Services	Cost (per test)
C423	Technician and Equipment Concrete (4 and 8 hour minimum), per hour	$ 190
	Individual Core Prices (all prices are for a four core minimum job):	
C424	Slab on Grade Coring for 2",3" and 4" Diameter (first 6" depth) each	$ 60
C425	Slab on Grade Coring for 6" and 8" Diameter (first 6" depth) each	$ 65
C426	Slab on Grade Concrete Core (price per inch after 6" depth) each	$ 5
C427	Wall Cores 2",3" and 4" (first 6" in depth) per inch	$ 75
C428	Wall Concrete Core (price per inch after 6" in depth), per inch	$ 5
	(Wall core pries based on Contractor supplying access to area to be cored)	
	Miscellaneous Concrete Coring Prices:	
C429	Patching Slab on Grade Cored Holes with 2500 psi Concrete Patch, each	$ 10
C430	Thickness Determination per ASTM C42, each	$ 10
C431	Compression Strength Determination	$ 40
C432	Pachometer to Locate Reinforcing Steel (coring jobs only, 2 hr min) per hour	$ 90
C433	Travel Time, per hour	$ 55

	Asphalt Concrete Coring Services	Cost (per test)
A660	Technician and Equipment Asphaltic Concrete Cores(4 and 8 hour minimum), per hour	$ 150
	Alternate Individual Core Prices (all prices are for a four core minimum job):	
A661	Asphaltic Concrete Cores 2",3" and 4" Diameter (First 6" in depth), each	$ 60
A662	Asphaltic Concrete Cores 6" and 8" Diameter (First 6" in depth), each	$ 60
A663	Asphaltic Concrete Cores price per inch after 6" in depth, each	$ 60
	Miscellaneous Asphaltic Coring Prices:	
A664	Patching of Core Drilled Holes Using Cold Patch Material, each	$ 25
A665	Thickness Determination per ASTM C42, each	$ 25
A666	Specific Gravity for Determination of Percent Compaction per ASTM D 2726, each	$ 35
A667	Specific Gravity for Determination of Percent Compaction by paraffin, each	$ 55

Counsilman ▪ Hunsaker
AQUATICS FOR LIFE

Billing Rates

Principal/Studio Director	$160.00/hour
Project Manager	$135.00/hour
Project Engineer/Architect	$110.00/hour
Design Associate	$90.00/hour
Administrative	$55.00/hour

CUMMING

2014 HOURLY RATES
COST MANAGEMENT

DISCIPLINE	HOURLY RATE
Director	$195.00
Senior Cost Manager	$175.00
Cost Manager	$160.00
Assistant Cost Manager	$115.00

523 West 6th Street | Suite 1001 | Los Angeles, CA 90014 | Phone 213 417 2363 | Fax 213 408 4665
www.ccorpusa.com

Environ Architecture Hourly Fee Schedule

Principal Architect	$210.00
Design Principal	$180.00
Arch III / Des III	$125.00
Arch II / Des II	$110.00
Arch I / Des I	$90.00
Clerical	$65.00

Environ Architecture, Inc. appreciates the opportunity to be of service.

©Environ Architecture Inc. T: 562-495-7110 E-mail: info@environarch.com web: www.environarch.com

GUIDA SURVEYING INC.

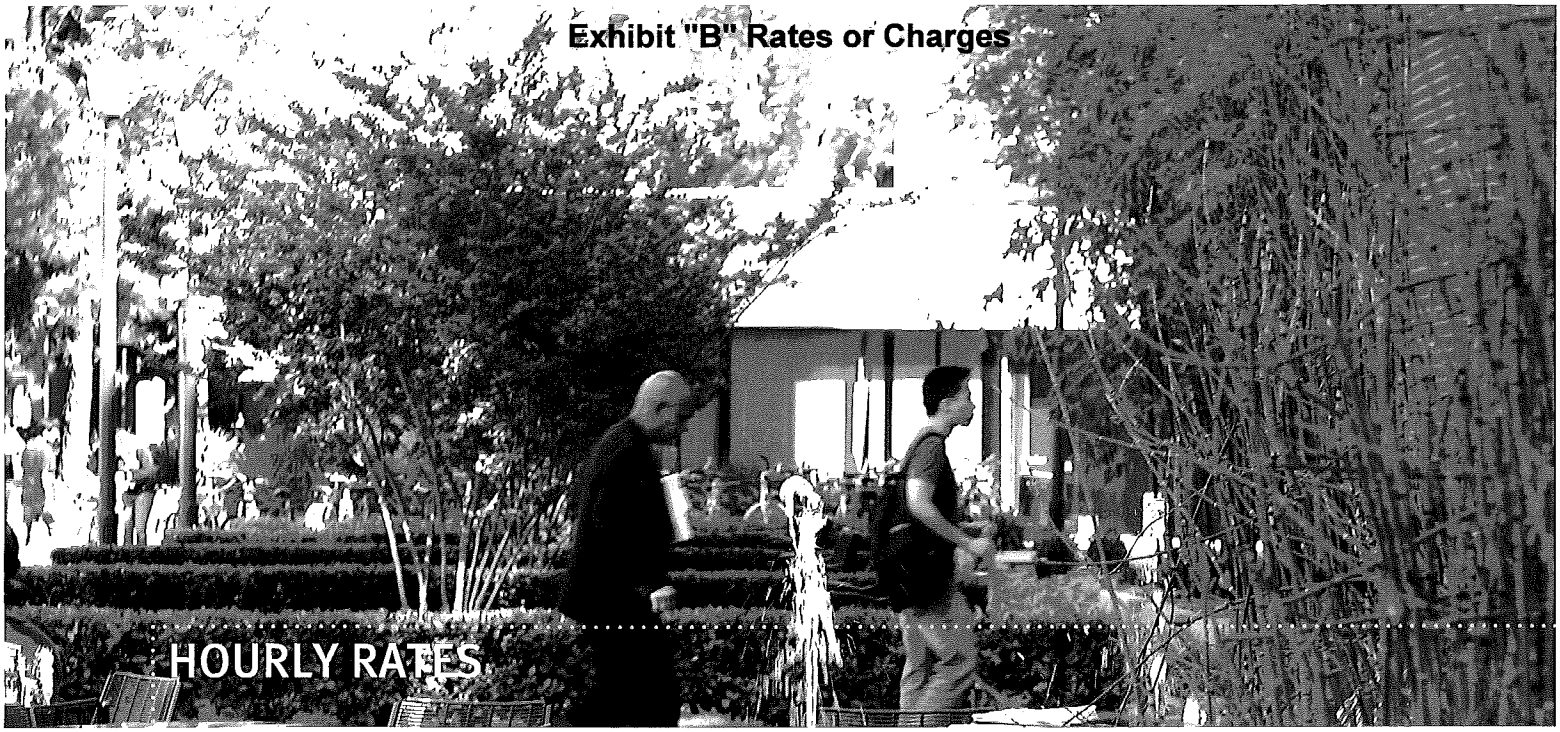
Hourly Rate Schedule 2014

RATE	PER	PERSONNEL
$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
$250.00	HOUR	2 MAN SURVEY CREW
$340.00	HOUR	3 MAN SURVEY CREW
$ 75.00	HOUR	RESEARCH CLERICAL
$120.00	HOUR	DRAFT / MAPPING DESIGNER
$140.00	HOUR	PROJECT SURVEYOR
$160.00	HOUR	PROJECT MANAGER / L.S.
$190.00	HOUR	Sr. Project Manager / Director / Principle
Overtime is 1.5 times rates listed above		
Mileage will be billed at the federal rate		

Made In Space

HOURLY RATES

Principal	$250
Project Manager	$175
Designer	$150
Production	$125
Staff	$100



Meléndrez 2014 Standard Hourly Rates

Principal	$190/hour
Senior Associate	$145/hour
Associate	$135/hour
Senior Designer	$115/hour
Designer	$ 95/hour
Administrative	$ 65/hour
Clerical	$ 55/hour

Costs which are reimbursable include, but are not limited to printing and plotting, photocopying, photography, postage, messenger charges, mileage and travel expenses, and will be billed at cost

moffatt & nichol

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective July 1, 2013

	CLASSIFICATION	HOURLY RATES
PROFESSIONALS	Supervisory Engineer/Scientist	$ 230.00
	Senior Engineer/Scientist	$ 209.00
	Engineer/Scientist III	$ 195.00
	Engineer/Scientist II	$ 172.00
	Engineer/Scientist I	$ 150.00
	Staff Engineer/Scientist	$ 119.00
TECHNICIANS	Senior Technician	$ 166.00
	Designer	$ 156.00
	CADD II	$ 128.00
	CADD I	$ 97.00
CLERICAL	Word Processing	$ 97.00
	General Clerical	$ 78.00
SPECIAL	Principal Engineer/Scientist	$ 255.00
	Deposition & Trial Testimony	$ 315.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

Subcontracts or Outside Services		Cost
Reproductions	-In House	
	Mylar Plots (B/W)	$2.00/SF
	Color Plots	$4.00/SF
	Vellum Plots (B/W)	$1.00/SF
	Bond Plots (B/W)	$0.50/SF
	Drawing Reproduction	Cost
	Document Reproduction	$0.10/sheet
	-Outside Reproduction	Cost
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	$ 168
Senior Engineer/Geologist/Environmental Scientist	$ 164
Senior Project Engineer/Geologist/Environmental Scientist	$ 160
Project Engineer/Geologist/Environmental Scientist	$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	$ 141
Staff Engineer/Geologist/Environmental Scientist	$ 128
GIS Analyst	$ 114
Field Operations Manager	$ 104
Supervisory Technician	$ 95
Nondestructive Examination Technician, UT, MT, LP	$ 95
Senior Field/Laboratory Technician	$ 87
Field/Laboratory Technician	$ 87
ACI Concrete Technician	$ 87
Concrete/Asphalt Batch Plant Inspector	$ 87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	$ 87
Technical Illustrator/CAD Operator	$ 86
Geotechnical/Environmental/Laboratory Assistant	$ 73
Information Specialist	$ 73
Data Processing, Technical Editing, or Reproduction	$ 64

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	$ 160 /hr
PID/FID Usage	$ 140 /day
Anchor load test equipment (includes technician)	$ 97 /hr
Hand Auger Equipment	$ 65 /day
Inclinometer Usage	$ 40 /hr
Vapor Emission Kits	$ 40 /kit
Level D Personal Protective Equipment (per person per day)	$ 30 /p/d
Rebar Locator (Pachometer)	$ 30 /hr
Nuclear Density Gauge Usage	$ 15 /hr
Field Vehicle Usage	$ 12 /hr
Direct Project Expenses	Cost

Laboratory testing, geophysical equipment, and other special equipment provided upon request.

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

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

Category	Rate
PRINCIPAL ENGINEER	$227
ENGINEER GRADE 05	$216
ENGINEER GRADE 04	$210
ENGINEER GRADE 03	$180
ENGINEER GRADE 02	$166
ENGINEER GRADE 01	$147
DESIGN ENGINEER GRADE 05	$180
DESIGN ENGINEER GRADE 04	$166
DESIGN ENGINEER GRADE 03	$147
DESIGN ENGINEER GRADE 02	$130
DESIGN ENGINEER GRADE 01	$115
DESIGNER GRADE 04	$123
DESIGNER GRADE 03	$115
DESIGNER GRADE 02	$107
DESIGNER GRADE 01	$101
CAD/BIM DESIGNER GRADE 04	$102
CAD/BIM DESIGNER GRADE 03	$93
CAD/BIM DESIGNER GRADE 02	$82
CAD/BIM DESIGNER GRADE 01	$76
PROJECT ASSISTANT	$76

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

Effective January 1, 2014
RT-214

saiful•bouquet
structural engineers

155 N. Lake Avenue, 6th Fl.
Pasadena, California 91101
626.304.2616 (T)
626.304.2676 (F)

www.SaifulBouquet.com

SBI RATE SCHEDULE

(Effective till December 2014)

Managing / Senior Principals	$210
Principals	$200
Project Manager	$185
Senior Project Engineer	$165
Project Engineer	$155
Senior Engineer/ Senior Analyst	$145
Engineer	$130
Design Engineer	$120
Senior Structural Coordinator	$150
Revit Project Manager	$135
Project Revit Draftsperson	$125
Project Draftsperson	$125
Senior Revit Draftsperson	$90
Revit Draftsperson	$80
Controller	$150
Presentation Designer	$120
Administrative Assistant	$80
Other Support Staff	$65

Miscellaneous

Outside Services - Consultants	Cost
Incidental Expenses	Cost
Postages, Delivery Charges,	Cost
Prints, Copies, Telephone	Cost
Travel & Subsistence	Cost
Mileage	Per IRS Standared Rates

Veneklasen Associates
Consultants in Acoustics | AV | IT | Environmental Noise

Schedule of Hourly Rates - Standard

Effective February 7, 2013

CATEGORY	BILLING RATE/HOUR
Principal	$200
Associate Principal	$170
Senior Associate / Associate I	$160
Senior Associate / Associate II	$125
Associate III	$115
Associate IV	$105
Associate V	$90
Associate VI	$75
Associate VII	$70

Acoustic modeling is charged at a rate of $175 per hour.

1711 Sixteenth Street • Santa Monica California 90404 • tel: 310.450.1733 • fax: 310.396.3424 • www.veneklasen.com

THE SEXTANT GROUP

SCHEDULE OF HOURLY RATES 2014

	HOURLY RATE
Principal-In-Charge	$250
Principal Designer	$175
Project Consultant	$150
Audiovisual Designer	$150
Information Technologies Designer	$150
Security Designer	$150
Lighting Designer	$150
Acoustical Designer	$150
CAD Specialist	$95
Administration	$70

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SEXTANT GROUP

Exhibit "C"

City's Representative:

Assistant City Manager or Designee

Exhibit "D"

Materials / Information Furnished: As defined in Exhibit "A"

Exhibit "E"

Consultant's Key Employee's, Subconsultants and Subconsultant Staff

EXHIBIT "E"

Consultant's Key Employees, Subconsultants and Subconsultant Staff

Harley Ellis Devereaux Corporation:

Peter Devereaux

Brent Miller

Duane Fisher

Hastings + Chivetta:

Eric Kocher

Mark Keane

Roto Architects

Michael Rotundi

Counsilman-Hunsaker

Paul Graves

Other Subconsultants

Saiful Bouquet

Cumming

Moffat & Nichol

Melendrez Landscape Architecture

AESCO

P2S

Envision Strategies

Made In Space

Advantec

Veneklasen Associates

Sextant Group

Environ Architecture, Inc.