

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

AGREEMENT

30219

THIS AGREEMENT is made and entered, in duplicate, as of May 16, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on May 15, 2007, by and between MARTINEZ ARCHITECTS, INC., California corporation, whose business address is 8405 Pershing Drive, Suite 201, Playa del Rey, California 90293 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized architectural design services requiring unique skills to be performed in connection with the design and engineering for the California Recreation Center Teen Center Project ("Project"); and

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

WHEREAS, City desires to have Consultant perform said specialized architectural design services, and Consultant is willing and able to do so on the terms herein;

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 set forth in Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with the standards of the profession, and City shall pay for said services in the manner described below, not to exceed \$420,000.00, at the rates or charges described in Exhibit "A".

B. Consultant may select the time and place of performance hereunder provided, however, that access to City documents, records, and the like, if needed by

1 Consultant, shall be available only during City's normal business hours and provided that
2 milestones for performance, if any, are met.

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

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

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

22 2. TERM. The term of this Agreement shall commence at midnight on
23 May 15, 2007, and shall terminate at 11:59 p.m. on May 15, 2009, unless sooner
24 terminated as provided in this Agreement, or unless the services to be performed
25 hereunder or the Project is completed sooner. The City, through the City Manager, has an
26 option to renew the agreement for one(1) additional year at a cost not to exceed
27 \$50,000.00
28

1 3. COORDINATION AND ORGANIZATION.

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

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

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

25 5. INSURANCE. As a condition precedent to the effectiveness of this
26 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
27 of this Agreement from insurance companies that are admitted to write insurance in
28 California or from authorized non-admitted insurance companies that have ratings of or

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

2 (a) Commercial general liability insurance (equivalent in scope to ISO
3 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
4 Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars
5 (\$2,000,000) general aggregate. Such coverage shall include but not be
6 limited to broad form contractual liability, cross liability, independent
7 contractors liability, and products and completed operations liability. The
8 City, its officials, employees, agents and Martinez Architects, Inc. shall be
9 named as additional insureds by endorsement (on City's endorsement form
10 or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or
11 CG 20 26 11 85), and this insurance shall contain no special limitations on
12 the scope of protection given to the City, its officials, employees and agents.

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

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

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

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

1 insurance or self-insurance maintained by City. Consultant shall notify the City in writing
2 within five (5) days after any insurance required herein has been voided by the insurer or
3 cancelled by the insured. If this coverage is written on a "claims made" basis, it must
4 provide for an extended reporting period of not less than one year, commencing on the
5 date this Agreement expires or is terminated, unless Consultant guarantees that
6 Consultant will provide to the City evidence of uninterrupted, continuing coverage for a
7 period of not less than three (3) years, commencing on the date this Agreement expires
8 or is terminated.

9 Consultant shall require that all contractors and subcontractors which
10 Consultant uses in the performance of services hereunder maintain insurance in
11 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
12 designee.

13 Prior to the start of performance, Consultant shall deliver to City certificates
14 of insurance and required endorsements for approval as to sufficiency and form. The
15 certificate and endorsements for each insurance policy shall contain the original signature
16 of a person authorized by that insurer to bind coverage on its behalf. In addition,
17 Consultant, shall, within thirty (30) days prior to expiration of the insurance required herein,
18 furnish to City certificates of insurance and endorsements evidencing renewal of such
19 insurance. City reserves the right to require complete certified copies of all policies of
20 Consultant and Consultant's contractors and subcontractors, at any time. Consultant shall
21 make available to City's Risk Manager or designee all books, records and other information
22 relating to the insurance coverage required herein, during normal business hours.

23 Any modification or waiver of the insurance requirements herein shall only
24 be made with the approval of City's Risk Manager or designee. Not more frequently than
25 once a year, the City's Risk Manager or designee may require that Consultant,
26 Consultant's contractors and subcontractors change the amount, scope or types of
27 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
28 coverages herein are not adequate.

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

4 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
5 contemplates the personal services of Consultant and Consultant's employees, and the
6 parties acknowledge that a substantial inducement to City for entering this Agreement was
7 and is the professional reputation and competence of Consultant and Consultant's
8 employees. Consultant shall not assign its rights or delegate its duties hereunder, or any
9 interest herein, or any portion hereof, without the prior approval of City, except that
10 Consultant may with the prior approval of the City Manager of City, assign any moneys due
11 or to become due the Consultant hereunder. Any attempted assignment or delegation
12 shall be void, and any assignee or delegate shall acquire no right or interest by reason of
13 such attempted assignment or delegation. Furthermore, Consultant shall not subcontract
14 any portion of the performance required hereunder without the prior approval of the City
15 Manager or designee, nor substitute an approved subcontractor without said prior approval
16 to the substitution. Nothing stated in this Section 6 shall prevent Consultant from
17 employing as many employees as Consultant deems necessary for performance of this
18 Agreement.

19 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
20 certifies and shall obtain similar certifications from Consultant's employees and approved
21 subcontractors that, at the time Consultant executes this Agreement and for its duration,
22 Consultant does not and will not perform services for any other client which would create
23 a conflict, whether monetary or otherwise, as between the interests of City hereunder and
24 the interests of such other client.

25 8. MATERIALS. Consultant shall furnish all labor and supervision,
26 supplies, material, tools, machinery, equipment, appliances, transportation, and services
27 necessary to or used in the performance of Consultant's obligations hereunder, except as
28 stated in Exhibit "C", if any.

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

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

20 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
21 shall not disclose the Data or use the Data directly or indirectly other than in the course of
22 services provided hereunder during the term of this Agreement and for five (5) years
23 following expiration or termination of this Agreement. In addition, Consultant shall keep
24 confidential all information, whether written, oral, or visual, obtained by any means
25 whatsoever in the course of Consultant's performance hereunder for the same period of
26 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
27 Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

28 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for

1 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
2 Consultant knew prior to the time City disclosed it; or (b) Is or becomes publicly available
3 without breach of this Agreement by Consultant; or (c) A third party who has a right to
4 disclose does so to Consultant without restrictions on further disclosure; or (d) Must be
5 disclosed pursuant to subpoena or court order.

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

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

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

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

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

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

3 17. INDEMNITY. Consultant shall indemnify and hold harmless the City,
4 its Boards, Commissions, the Martinez Architects, Inc., and their officials, employees and
5 agents (collectively in this Section "City") from and against any and all liability, claims,
6 demands, damage, causes of action, proceedings, penalties, loss, costs, and expenses
7 (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims"
8 or individually "Claim"). Claims include allegations and include by way of example but are
9 not limited to: Claims for property damage, personal injury or death arising in whole or in
10 part from any negligent act or omission of Consultant, its officers, employees, agents, sub-
11 consultants, or anyone under Consultant's control (collectively "Indemnitor"); Consultant's
12 breach of this Agreement; misrepresentation; willful misconduct; and Claims by any
13 employee of Indemnitor relating in any way to worker's compensation. Independent of the
14 duty to indemnify and as a free-standing duty on the part of Consultant, Consultant shall
15 defend City and shall continue such defense until the Claim is resolved, whether by
16 settlement, judgment or otherwise. Consultant shall notify the City of any claim within ten
17 (10) days. Likewise, City shall notify Consultant of any claim, shall tender the defense of
18 such claim to Consultant, and shall assist Consultant, as may be reasonably requested,
19 in such defense.

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

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

26 20. NONDISCRIMINATION. In connection with performance of this
27 Agreement and subject to applicable rules and regulations, Consultant shall not
28 discriminate against any employee or applicant for employment because of race, religion,

1 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.
2 Consultant shall ensure that applicants are employed, and that employees are treated
3 during their employment, without regard to these bases. Such actions shall include, but
4 not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment
5 or recruitment advertising, layoff or termination, rates of pay or other forms of
6 compensation, and selection for training, including apprenticeship.

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

18 21. NOTICES. Any notice or approval required hereunder by either party
19 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
20 class, postage prepaid, addressed to Consultant at the address first stated herein, and to
21 the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager,
22 with a copy to the Director, Parks, Recreation & Marine at 2780 Studebaker Road, Long
23 Beach, California 90815. Notice of change of address shall be given in the same manner
24 as stated herein for other notices. Notice shall be deemed given on the date deposited in
25 the mail or on the date personal delivery is made, whichever first occurs, and failure to
26 provide a copy of the notice shall not be deemed failure to give notice.

27 22. COPYRIGHTS AND PATENT RIGHTS.

28 A. Consultant shall place the following copyright protection on all

1 Data: © City of Long Beach, California ____, inserting the appropriate year.

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

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

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

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

25 25. CONTINUATION. Termination or expiration of this Agreement shall
26 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
27 16, 18, 21, and 27 prior to termination or expiration of this Agreement.

28 26. TAX REPORTING. As required by federal and state law, City is

1 obligated to and will report the payment of compensation to Consultant on Form 1099-
2 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
3 resulting from payments under this Agreement. Consultant's Employer Identification
4 Number is 95-4084203. If Consultant has a Social Security Number rather than an
5 Employer Identification Number, then Consultant shall submit that Social Security Number
6 in writing to City's Accounts Payable, Department of Financial Management. Consultant
7 acknowledges and agrees that City has no obligation to pay Consultant hereunder until
8 Consultant provides one of the aforesaid Numbers.

9 27. ADVERTISING. Consultant shall not use the name of City, its officials
10 or employees in any advertising or solicitation for business, nor as a reference, without the
11 prior approval of the City Manager or designee.

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

16 29. NO PECULIAR RISK. Consultant acknowledges and agrees that the
17 services to be performed hereunder do not constitute a peculiar risk of bodily harm and
18 that no special precautions are required to perform said services.

19 30. THIRD PARTY BENEFICIARY. This Agreement is intended by the
20 parties to benefit themselves only and is not in any way intended or designed to or entered
21 for the purpose of creating any benefit or right for any person or entity of any kind that is
22 not a party to this Agreement.

23 IN WITNESS WHEREOF, the parties have caused this document to be duly

24 //

25 //

26 //

27 //

28 //

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

executed with all formalities required by law as of the date first stated herein.

MARTINEZ ARCHITECTS, INC., California corporation

5-24, 2007

By Norberto R. Martinez
President

NORBERTO R. MARTINEZ

(Type or Print Name)

5-24, 2007

By Norberto R. Martinez
Secretary

NORBERTO R. MARTINEZ

(Type or Print Name)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

7-6, 2007

By Christine J. Shipley ASSISTANT
City Manager

"City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

This Agreement is approved as to form on June 6, 2007.

ROBERT E. SHANNON, City Attorney

By Dan J. Anderson
Deputy



Exhibit "A"

Norberto R. Martinez, Architect + Tony Morera, Architect

December 7, 2005

City of Long Beach
Department of Parks, Recreation and Marine
2760 Studebaker Road
Long Beach, CA 90815

Attn: Mrs. Anna Mendiola, Park Development Officer
Proj: **California Recreation Center Teen Center Project**
Subj: Proposal for Architectural/Engineering Services

Dear Ms. Mendiola:

Martinez Architects is pleased to be selected for the Construction of a New Teen Center and Renovation of the Existing Community Center. Based on our current understanding of the Scope of Work (Appendix A.1) and meeting on November 22, 2005, we propose the following:

Basic Services (Fixed Fee) - Items C, i, ii & D:

Concept Plan	\$ 50,000.00	
Design Development	50,000.00	
Construction Documents	100,000.00	
Plan Check Approval	15,000.00	
Final Documents	<u>15,000.00</u>	
Total Basic Services:		\$ 230,000.00

Construction Phase (T&M) - Item C,iii:

Pre-Bid Meeting/s	\$ 1,000.00	
Pre-Construction Meeting/s	1,000.00	
Shop Drawing Review	6,400.00	
R.F.I.s	12,800.00	
Field Meetings (1/week-9 mos.)	24,000.00	
Punch List	6,400.00	
Project Closeout	6,400.00	
Record Drawings	<u>6,400.00</u>	
Total Construction Phase:		294,400.00

8405 Pershing Drive, Suite 201 · Playa del Rey, California 90293 · Tel: 310 306 4708 · Fax: 310 306 8896
755 Lakefield Road, Suite C · Thousand Oaks, California 91361 · Tel: 805 494 7375 · Fax: 805 494 9896

www.martinezarchitects.com



Norberto R. Martinez, Architect + Tony Morera, Architect

RATE SCHEDULE FOR PROFESSIONAL SERVICES

October 2005

<u>Classification</u>	<u>Rate Per Hour</u>
Principal Architect	\$ 140.00
Principal Civil Engineer	140.00
Principal Structural Engineer	140.00
Principal Mechanical Engineer	140.00
Principal Electrical Engineer	140.00
Principal Landscape Architect	140.00
Project Manager / Senior Architect	\$ 120.00 / 105.00
Project Manager / Senior Civil Engineer	120.00 / 105.00
Project Manager / Senior Structural	120.00 / 105.00
Project Manager / Senior Mechanical	120.00 / 105.00
Project Manager / Senior Electrical	120.00 / 105.00
Project Manager / Senior Landscape Architect	120.00 / 105.00
Cost Estimator	\$ 105.00
Specifications Writer	\$ 105.00
Architect	\$ 95.00
Interior Designer / Project Coordinator	\$ 85.00
CADD Technician / Senior Draftsperson-Architectural	\$ 65.00
CADD Technician / Senior Draftsperson-Civil	\$ 73.00
CADD Technician / Senior Draftsperson-Structural	\$ 73.00
CADD Technician / Senior Draftsperson-Mechanical	\$ 73.00
CADD Technician / Senior Draftsperson-Electrical	\$ 73.00
CADD Technician / Senior Draftsperson-Landscape	\$ 65.00
Office Support / Clerical	\$ 52.00

Oct 05 Rate Schedule.doc

8405 Pershing Drive, Suite 201 • Playa del Rey, California 90293 • Tel: 310 306 4708 • Fax: 310 306 8896
755 Lakefield Road, Suite C • Thousand Oaks, California 91361 • Tel: 805 494 7375 • Fax: 805 494 9896

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December 7, 2005
City of Long Beach
Attn: Ms. Anna Mendiola
Proj: Cal Rec Teen Center
Subj: AE Fee Proposal
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Miscellaneous Services and Allowances:

Topo Study	\$ 6,000.00	
Geotechnical Report (Soils)	7,400.00	
HazMat Report (Geotech)	9,000.00	
LBPaint/Asbestos Report	2,000.00	
Reproductions Allowance	5,000.00	
<u>Other Misc. Svcs/Allowances:</u>		<u>29,400.00</u>

Total Proposed A/E Services: \$ 323,800.00

Attached is our Professional Hourly Rate schedule for monthly billing during the Construction Phase on a T&M basis and any additional services required by the City not covered in this proposal.

The City will be receiving our insurance information directly from our agent.

We are ready to meet with you to discuss any of the above items. We are looking forward to a successful completion of the project and an ongoing relationship with the City of Long Beach.

In the meantime, if you have any questions or need more information, please contact our office. Thank you.

Sincerely,

Martinez Architects, Inc.



Norberto R. Martinez, AIA
President

Enclosure (1)

NRM/vmm - 07Dec05-AEFPpl-Mendiola-5500.doc

City of Long Beach - California Recreation Teen Center
A/E Price Proposal for Additional Design Services During the Concept Phase
November 3, 2006

I. Interior Alterations to Existing Facility

Alteration of interior non-masonry partitions, doorways, entry, ceiling, etc., in order to reorient current spacial adjacencies to accommodate new conceptual design.

1 "As Built" Building Investigation

A. Architectural

Principal Architect	8 hrs.	x	\$ 140	\$ 1,120
Senior Architect	80 hrs.	x	\$ 105	\$ 8,400
Senior CADD/Draft	160 hrs.	x	\$ 65	\$ 10,400
				<u>\$ 19,920</u>

B. Structural: Investigation/Verification

Principal Engineer	20 hrs.	x	\$ 140	\$ 2,800
Senior CADD/Draft	60 hrs.	x	\$ 73	\$ 4,380
				<u>\$ 7,180</u>

C. Mechanical/Electrical

Principal M/E Engr.	8 hrs.	x	\$ 140	\$ 1,120
Senior CADD/Draft	40 hrs.	x	\$ 73	\$ 2,920
				<u>\$ 4,040</u>

\$ 31,140

2 Design - Existing Facility Alterations

A. Architectural

Principal Architect	40 hrs.	x	\$ 140	\$ 5,600
Senior Architect	40 hrs.	x	\$ 105	\$ 4,200
Senior CADD/Draft	160 hrs.	x	\$ 65	\$ 10,400
				<u>\$ 20,200</u>

B. Structural

Principal Engineer	40 hrs.	x	\$ 140	\$ 5,600
Senior CADD/Draft	75 hrs.	x	\$ 73	\$ 5,475
				<u>\$ 11,075</u>

C. M/P/E: Existing HVAC to remain (no change)

D. Mechanical/Electrical: Fire Alarm System and connection to existing HVAC

Principal M/E Engr.	20 hrs.	x	\$ 140	\$ 2,800
Senior CADD/Draft	120 hrs.	x	\$ 73	\$ 8,760
				<u>\$ 11,560</u>

City of Long Beach - California Recreation Teen Center
A/E Price Proposal for Additional Design Services During the Concept Phase
November 3, 2006

E. Mechanical/Electrical: Electrical/Lighting

Principal M/E Engr.	20	hrs.	x	\$ 140	\$ 2,800
Senior CADD/Draft	120	hrs.	x	\$ 73	\$ 8,760
					<u>\$ 11,560</u>

\$ 54,395

II. Remove Existing Parking and Create Park.

A. Architectural

Principal Architect	2	hrs.	x	\$ 140	\$ 280
Senior Architect	16	hrs.	x	\$ 105	\$ 1,680
Senior CADD/Draft	40	hrs.	x	\$ 65	\$ 2,600
					<u>\$ 4,560</u>

B. Civil Engineering: CEQA-Related Design

Principal Engineer	8	hrs.	x	\$ 140	\$ 1,120
Senior Civil Engr.	20	hrs.	x	\$ 105	\$ 2,100
Senior CADD/Draft	73	hrs.	x	\$ 40	\$ 2,920
					<u>\$ 6,140</u>

C. Additional Survey:

\$ 3,000

D. Landscape Design

Principal (L) Arch.	16	hrs.	x	\$ 140	\$ 2,240
Senior CADD/Draft	40	hrs.	x	\$ 73	\$ 2,920
					<u>\$ 5,160</u>

E. Electrical: New Lighting

Principal (E) Engr.	16	hrs.	x	\$ 140	\$ 2,240
Senior CADD/Draft	40	hrs.	x	\$ 73	\$ 2,920
					<u>\$ 5,160</u>

\$ 24,020

III. Relocated Parking - Variance Related

A. Architectural

Principal Architect	16	hrs.	x	\$ 140	\$ 2,240
Senior Architect	16	hrs.	x	\$ 105	\$ 1,680
Senior CADD/Draft	8	hrs.	x	\$ 65	\$ 520
					<u>\$ 4,440</u>

\$ 4,440

TOTAL PROPOSED ADDITIONAL AE DESIGN SERVICES: \$ 113,995

Exhibit "B"

City representative coordinator:

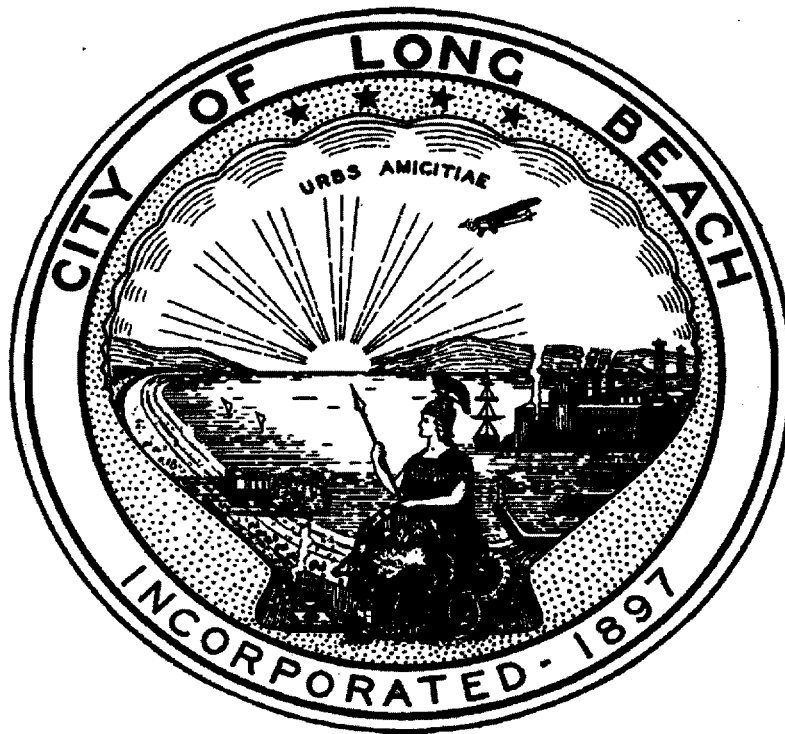
Anna Mendiola
Park Development Officer
Parks, Recreation and Marine
2760 Studebaker Road
Long Beach, CA 90815
562/570-3165

Exhibit "C"

No materials to be provided to contractor.

Exhibit "D"

**CITY OF LONG BEACH
DIVERSITY OUTREACH PROGRAM**



Adopted by City Council on September 9, 2003

CITY OF LONG BEACH DIVERSITY OUTREACH PROGRAM

1. PURPOSE AND SCOPE

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority, Woman, Disabled Veteran, and Long Beach Business Enterprises (DBE, MBE, WBE, DVBE, and LBBE) in all aspects of contracting relating to construction, materials and services, professional services, land development-related activities and leases and concessions. This policy applies to all departments reporting to the City Manager (and strongly recommended for adoption by Non-City Manager departments) who may, by their authority, award contracts in the above-referenced areas. The City is fully committed to encouraging the participation of DBEs, MBEs, WBEs, DVBEs, and LBBEs in all phases of procurement and contracting activity.

The City of Long Beach, through the City Council, will take all responsible steps to ensure that DBEs, MBEs, WBEs, DVBEs, and LBBEs have the maximum opportunity to compete for and perform City contracts.

MEASURABLE OBJECTIVES

The Diversity Outreach Program furnishes the foundation for implementing processes to offer contracting opportunities for Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), Long Beach Business Enterprises (LBBE), Disadvantaged Business Enterprises, and Disabled Veteran Business Enterprises (DVBE) consistent with Federal, State and local laws. The City of Long Beach Diversity Outreach Program is for use by all departments that procure goods and services.

This Program incorporates the MBE/WBE/DBE, Buy Long Beach and USDOT DBE Programs. The following represent the measurable performance objectives of the Diversity Outreach Program:

- **INFORM BUSINESSES ABOUT CONTRACTING OPPORTUNITIES**
Provide MBEs, WBEs, LBBEs, DBEs, and DVBEs with information regarding contracting opportunities that is both timely and reliable. Develop proactive methods of communication to keep local area businesses and community residents informed about upcoming opportunities. Enhance current systems of communications that provide accurate and easily accessible information.
- **ESTABLISH RELATIONSHIPS WITH BUSINESS ORGANIZATIONS**
Establish cooperative relationships with business organizations and community groups interested in the success of MBEs, WBEs, LBBEs, DBEs and DVBEs. Develop and coordinate a network of existing resources to assist with the outreach effort. Participate in meetings and events, and encourage the exchange of information and ideas. Increase the City's visibility in the business community. Proactively address their concerns, and seek to mutually resolve identified issues.

- **IDENTIFY QUALIFIED LOCAL BUSINESSES TO COMPETE FOR CITY CONTRACTS**

Implement aggressive outreach techniques to identify local businesses interested in participating in the Diversity Outreach Program. For example, visit local businesses to obtain first hand knowledge of existing firms, talk with local business leaders to obtain guidance on contacting firms presently working in the area, attend trade and other meetings, etc. Increase the number of qualified bidders that can provide the goods and services required by the City. Increased competition promotes lower prices, reduces cost, and stretches taxpayer dollars.

- **DEVELOP STRATEGIES TO MAXIMIZE SMALL BUSINESS PARTICIPATION**

Encourage the creation of contracts, aimed specifically at small local firms (i.e., single trade contracts). Identify portions of the work that can be accomplished apart from the large project, or smaller individual projects, to increase the likelihood of small business participation in City contracts. Identify barriers that may inhibit small businesses from gaining equal access to City contracts, and develop strategies to minimize or eliminate those barriers. The Diversity Outreach Officer coordinates with the Purchasing Division and department representatives in an effort to increase the use of MBEs, WBEs, LBBEs, DBEs, and DVBEs.

- **ENSURE BUSINESS COMMUNITY INVOLVEMENT THAT REPRESENTS THE DIVERSITY OF LONG BEACH**

Develop and implement a reporting system to continually track MBE, WBE, LBBE, DBE, and DVBE outreach and participation. Review procurement reports to track whether these groups are participating in contracting opportunities. Tailor outreach strategies so that all these groups have equal access to City contracting.

2. DEFINITIONS

The following definitions apply to this program:

- a. As defined by Section 8 (a) of the Small Business Act 15 U.S.C. paragraph 637 (a), "Disadvantaged Business Enterprise" means a small (underlining added) business concern that is (1) at least 51 percent owned by one or more socially and economically disadvantaged individual(s), or, in the case of any publicly-owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals, and (2) the management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals who own it. Those groups which are considered socially and economically disadvantaged are citizens of the United States who are African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans, and Subcontinent Asian Americans.

- b. "Minority" means the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans, and Subcontinent Asian Americans.
- c. "Disabled Veteran" means a California resident that was disabled as a result of participating in the United States military.
- d. "Minority Business Enterprise" means a business which is at least 51 percent owned, managed and operated by one or more minorities, or in the case of a publicly owned business, at least 51 percent of the stock must be owned, and the business managed and operated, by minorities.
- e. "Woman Business Enterprise" means a business which is at least 51 percent owned, managed and operated by one or more women, or in the case of a publicly owned business, at least 51 percent of the stock must be owned, and the business managed and operated, by women.
- f. "Disabled Veteran Business Enterprise" means a business which is at least 51 percent owned, managed and operated by one or more disabled veterans, or in the case of a publicly owned business, at least 51 percent of the stock must be owned, and the business managed and operated, by disabled veterans.
- g. "Long Beach Business Enterprise" means those businesses whose principle place of business is located within the City limits and that hold a Long Beach business license.

3. PRIMARY GOAL

The primary goal of the Diversity Outreach Program shall be to contract with DBEs, MBEs, WBEs, DVBEs, and LBBEs for a reasonable and equitable amount of business, and create an environment of inclusion for City procurement and contracting.

4. DEPARTMENT RESPONSIBILITIES

Coordination is key to the City's outreach activities. Pursuant to the Diversity Outreach Program, each department is responsible for furnishing assistance to the Diversity Outreach Division. This assistance includes conducting outreach activities, as well as verifying MBE/WBE/DBE status, and producing MBE/WBE/LBBE/DBE/DVBE participation and diversity outreach reports. The Diversity Outreach Division will develop standardized outreach procedures and record keeping requirements to be adopted by all departments, and tailor the procedures for departments with unique needs.

The City Manager will assign to each department head or designee the responsibility for assisting the Diversity Outreach Division with implementation of the Diversity Outreach Program on a day-to-day basis. To effectively implement this stated policy, the

following Program responsibilities will be incorporated into the body of each individual department plan, and are outlined below.

- Assist the Diversity Outreach Division to develop information on contracting and bidding procedures, along with timely dissemination of contract and bid information to both MBE/WBE/LBBE/DBE/DVBEs and business organizations.
- Provide the Diversity Outreach Division with information regarding MBE/WBE/LBBE/DBE/DVBEs that contact the department and indicate an interest in doing business with the City.
- Participate in business conferences, trade fairs and other outside activities related to the development of MBE/WBE/LBBE/DBE/DVBE contractors, vendors and consultants, as requested by the Diversity Outreach Division.
- Provide projected department needs for goods and services to MBE/WBE/LBBE/DBE/DVBEs, conduct pre-award and post-award conferences to discuss awarding procedures (if applicable), and allow unsuccessful bidders/proposers to view successful bids/proposals of similar contracting opportunities.
- All departments involved with the bidding and/or negotiation of contracts shall maintain such records and provide such reports as are necessary to ensure compliance with this policy.
- All ITBs, RFQs, RFPs, and construction notices will encourage the use of MBE/WBE/LBBE/DBE/DVBEs, and will state that the bidder is encouraged to meet the City's objectives.
- All City departments are required to coordinate outreach activities to eliminate duplication of effort.

5. STAFF REPORTS

Staff reports shall be prepared for the City Council covering the activities relating to the efforts undertaken by all City departments and the Diversity Outreach Division to implement the Diversity Outreach Program. The report shall be prepared on a quarterly basis and shall be due ninety (90) days after the end of each quarter.

6. ANNUAL REVIEW

There shall be an annual review of this program by the Diversity Outreach Division and the Personnel and Civil Service Committee.

7. DIVERSITY OUTREACH PROGRAM COMPONENTS

In addition to the policy, definitions, objectives, and responsibilities referenced above, the Diversity Outreach Program also contains the following components that help to create an environment of inclusion in City procurement and contracting.

Small Business Development

Small businesses may require specialized assistance to take advantage of contracting opportunities with the City. Moreover, the City endeavors to identify small business strategies and programs to promote the development and growth of local small businesses. To maximize City contract opportunities for small businesses, the Diversity Outreach Division will form a partnership with the Community Development Department to coordinate outreach activities and assistance when appropriate.

The Community Development Department and the Diversity Outreach Division share several similar objectives. Where as the Community Development Department focuses on assisting small business of all types, the Diversity Outreach Division focuses on helping those businesses that can provide the goods and services required by the City. When appropriate the following activities will be coordinated between the two departments.

Technical Assistance

Staff from each department procuring goods and services will be available to assist local companies interested in conducting business with the City. Each department will maintain up-to-date information about contracting opportunities that can be forwarded to local businesses, or provide a name and telephone number of the person and/or department interested businesses may contact. Representatives from each department will be available to participate in Educational Seminars and Local Business Workshops to educate local businesses about various aspects of doing business with the City.

Educational Seminars

Educational Seminars provide small business owners with training to strengthen the management of their businesses. This training enhances business skills such as proposal writing, invoicing, marketing, etc. Instructors for these seminars can be recruited from various resources at no cost to the City.

Technical Assistance Resource Referral System

Many small businesses require assistance in meeting contracting requirements such as bonding, financing and insurance. In addition, small businesses require assistance with general business requirements such as working capital, accounting, and financial planning. The Technical Assistance Resource Referral System identifies existing resources, which provide small business assistance (i.e. Small Business Development

Centers). MBEs, WBEs, LBBEs, DBEs, and DVBEs requiring assistance to perform City work are referred to local assistance programs.

Bid Packaging Strategies

Strategies for packaging contracting opportunities are developed to encourage small business participation. Bid packaging strategies utilize information obtained from local business surveys conducted to determine interest, availability, and capacity, as well as, City needs and community input.

Diversity Outreach Steering Committee

The Diversity Outreach Officer coordinates various outreach activities with the City's Diversity Outreach Steering Committee (Committee). The purpose of the Committee is to provide advice and guidance regarding enhancement and modification of policy, process, and procedure to facilitate involvement of MBE/WBE/LBBE/DBE/DVBEs. The Committee is made up of representatives from every City department, and meets on a bi-monthly basis.

The Diversity Outreach Officer provides the Committee with updated information on an ad-hoc basis concerning the following:

- Functional Telephone Lists of Business Organizations
- MBE/WBE/LBBE/DBE/DVBE Participation Reports
- Diversity Outreach Event Calendar Updates
- Project Look-Ahead Schedules
- Directory of certified MBE/WBE/DBE/DVBEs
- Other information as requested

The Diversity Outreach Division is responsible for coordinating the compilation of MBE/WBE/LBBE/DBE/DVBE participation reports. Analysis of these reports may identify contracting trends with respect to MBE/WBE/LBBE/DBE/DVBEs. This information is periodically shared with the Committee to stimulate a collaborative effort to identify and respond to deficiencies in local small business participation. This collaborative approach helps determine appropriate corrective measures to increase participation and/or target outreach. The goal is to promote local economic development and report meaningful levels of MBE/WBE/LBBE/DBE/DVBE participation that represents the diverse business community of Long Beach.

Diversity Outreach Program Reporting

The purpose of Diversity Outreach Program Reporting is to keep all stakeholders informed of the level of diverse involvement in City procurement and contracting programs. The reports, which summarize MBE/WBE/LBBE/DBE/DVBE participation, are as follows:

MBE/WBE/LBBE/DBE/DVBE Contract Awards

The Diversity Outreach Officer keeps track of the dollar amounts awarded to prime contractors through periodic data downloads from the City's Advanced Purchasing and Inventory Control System (ADPICS), and summarizes MBE/WBE/LBBE/DBE/DVBE participation through this reporting mechanism. Applicable data fields are included in the City's database to collect, organize, and report MBE/WBE/LBBE/DBE/DVBE participation.

Ad-hoc Reports

The Diversity Outreach Officer prepares ad-hoc reports as requested by the Mayor, City Council, and City Staff to report all aspects of Diversity Outreach Program implementation, outreach activities, and participation. The Purchasing Division can sort the purchasing database by various vendor, department and status codes to produce various reports, as requested.

Ad-hoc reports can be created to illustrate MBE/WBE/DBE/DVBE/LBBE contract award participation by department, commodity code or other criteria as requested.

8. FUNCTIONAL OUTREACH

Functional Outreach is the essence of an effective diversity outreach program. It includes the essential components necessary to provide a foundation for increasing access for small businesses, encouraging participation of local contractors/vendors/consultants, and addressing community concerns in a proactive manner.

Long Beach Business Bi-Monthly Networking Meetings

The Diversity Outreach Officer conducts networking meetings for a variety of reasons. The meetings provide a forum for MBEs, WBEs, LBBEs, DBEs, and DVBEs to receive information regarding contract opportunities, and for giving feedback to City representatives regarding the outreach effort and other concerns. At each meeting, a different City department representative gives a presentation concerning their department operation and need for goods and services. In addition, the meeting benefits attendees in the following ways:

- Allows businesses the opportunity to network with City representatives and with each other
- Promotes business to business commerce in Long Beach
- Provides a medium for the exchange of various types of information

City of Long Beach Web Page

The City's Web Page is a mode of communication that reaches contractors, vendors, and consultants with access to the Internet. Possible uses for the Internet include on-line

bidding, downloadable forms and applications, and vendor registration. The following information will be made available as part of the program:

- Public Notices for meetings, outreach events, educational workshops, and local business workshops related to contract opportunities (Diversity Outreach Program Event Calendar).
- Schedule of upcoming contract opportunities with bid/proposal due dates, including a brief description of the required scope of services.
- Relevant telephone numbers, and/or e-mail addresses.
- Technical Assistance Resource Referral List.
- Procurement Telephone 24 Hour Hotline Number.
- Applicable City department contacts and telephone numbers.

The Web Page may also be utilized as a tool to solicit survey information from interested businesses. Surveys may be set up on the web page to provide businesses an avenue to report their interest in City contracting opportunities. Business responses will be analyzed to determine the needs of targeted outreach.

Project Look-Ahead Schedules

City departments are required to produce an annual schedule of projected needs for goods and services. These schedules of projected needs are provided in an easy to read format that furnish the necessary and timely information required to assist businesses participate in City projects. Project Look-Ahead Schedules are updated on a quarterly basis by each department, as pertinent information becomes available and include, at a minimum, the following information:

- Description of required goods or services
- Pre-Bid/Proposal meeting dates (if available)
- Estimated advertising date for ITB or RFP (if available)
- Project cost-estimate (if applicable)
- Contact Name (if applicable)
- Project Name/Location

Bid, Advertise, and Award

The City uses all means available to inform MBEs, WBEs, LBBEs, DBEs, and DVBEs of bid advertisements (including their appearance in the news media). Formal contracting opportunities over \$100,000 are advertised in a newspaper of daily general circulation. Formal bids as well as all purchases over \$10,000 are also advertised on the Purchasing website.

The designated City department or Purchasing Division representative is responsible for providing the Diversity Outreach Officer with a copy of the prepared advertisement that represents the Invitation to Bid/Request for Proposal at the time the notice is approved for advertisement by the affected City department. The Diversity Outreach Officer incorporates the notice in its bid/proposal information packages prepared for outreach purposes.

It is the City's policy that all proposal and bid documents incorporate language that encourages suppliers to utilize MBEs, WBEs, LBBEs, DBEs, and DVBEs. This language requests prime contractors to provide partnering and subcontracting opportunities to MBEs, WBEs, LBBEs, DBEs, and DVBEs that translates into meaningful levels of participation.

Pre-Bid/Proposal Meetings

Pre-Bid/Proposal meetings introduce vendors/contractors to policies and contractual requirements for working on City contracts. To encourage contractors, vendors, and consultants to subcontract work to MBEs, WBEs, LBBEs, DBEs, and DVBEs, the Diversity Outreach Officer or his/her designee participates in these meetings. Interested bidders/proposers are reminded of the City's diversity objectives and emphasis is given to the City's commitment to maximize the participation of these firms. The City representative conducting the meeting provides the Diversity Outreach Officer with a copy of the Meeting Sign-In Sheets to assist with the identification of firms interested in doing business with the City.

Recognition Programs

Recognition Programs encourage City Departments and Prime Contractors to participate in the City's Diversity Outreach Program. The Diversity Outreach Officer will publicly recognize departments that take extra effort to encourage MBEs, WBEs, LBBEs, DBEs, and DVBEs to participate in the City's procurement opportunities. In addition, Prime Contractors will also be publicly recognized for their extra efforts in attracting MBE/WBE/LBBE/DBE/DVBE subcontractors.

Business/Vendor Fairs

Business/Vendor Fairs provide an opportunity to reach numerous suppliers, contractors, consultants and business organizations in a face-to-face setting. The Diversity Outreach Officer and City staff attend business organization and community group events to disseminate contract opportunities, and establish networking relationships to attract bidders/proposers. These events provide businesses an opportunity to present products and services to the public and network with representatives from local public agencies. Networking events represent a significant opportunity to meet several objectives of the Diversity Outreach Program:

- Educate and inform local businesses and organizations about the City's plans, goals, and objectives.
- Establish relationships with community groups and business organizations.
- Disseminate information regarding the contracting process and upcoming opportunities.
- Generate community interest in doing business with the City.
- Coordinate the City's outreach effort with Business Organizations, Community Groups, and Chambers of Commerce.

The Diversity Outreach Officer and City staff participates in business/vendor fairs throughout the Los Angeles/Orange County area to establish cooperative relationships with business organizations. Maintaining a monthly calendar assists in scheduling City staff participation in these events. The Diversity Outreach Program Event Calendar is updated regularly. The Diversity Outreach Officer coordinates plans to participate at outreach events with City staff.

Local Business Workshops

The Diversity Outreach Officer facilitates Local Business Workshops periodically at different locations throughout the Long Beach area. The objective of Local Business Workshops is to provide a vehicle to promote City programs on a large scale and generate interest and support in the business community, as well as educating businesses about how to do business with the City. All stakeholders are invited to participate in these events.

Workshops benefit the financial community, business community, and local residents by giving them an opportunity to learn about City contracting opportunities. Another purpose of the Local Business Workshop is to illustrate the City's commitment to maximize opportunities for local businesses. Participants include representatives from local businesses, business organizations, and financial institutions.

Workshops inform participants about how to compete successfully for City contracts. A question and answer period is held at the end of each workshop to clarify subjects discussed. Workshop topics include:

- Construction contracting and requirements
- Professional Services contract award process and requirements
- Purchasing/Purchase Order process and requirements
- Bonding and Insurance Requirements
- Bidding/Proposing and Invoicing

Informational Materials

The following outreach materials are all designed to assist interested businesses participate in City contracting opportunities:

- Project Look-Ahead Schedules
- Telephone numbers for relevant contacts
- Purchasing Division address and telephone number
- Purchasing Hotline Telephone Number
- Relevant City internet addresses

City Bidding, Proposal, and Other Procurement Processes

The processes utilized by the City to procure goods and services are explained thoroughly by representatives from the Purchasing Division, as well as, other applicable departments. The following City materials will be made available to participants:

- “How to do business with the City” Pamphlet
- Boilerplate contract language including insurance requirements
- Project Look-Ahead Schedules
- Other useful information which will assist local businesses (i.e., information regarding bonding and financial requirements)

9. OTHER OUTREACH

Other Outreach is directed towards specific businesses or business organizations through meetings, events and various forms of communication (mail, facsimile, e-mail, etc.).

Local Business Organizations

The assistance of local business organizations is crucial to the success of the Diversity Outreach Program. Enlisting the assistance of local business organizations to participate in the dissemination of timely information to their members requires the establishment of on-going beneficial relationships.

Local business organizations receive the benefit of direct communication with the Diversity Outreach Officer to voice concerns or provide input to City programs and processes. There are many local business organizations interested in assisting the City in communicating with the local and small business community.

Business Organization Meetings and Events

Diversity Outreach Division and City staff address various organization memberships to promote the goals and objectives of the Diversity Outreach Program, advise the members

of upcoming contracting opportunities, and address any concerns presented by the organization.

The Diversity Outreach Officer utilizes all avenues possible to provide program exposure while maintaining control of the cost of implementation by the methods listed below:

- Attend meetings and events sponsored by local business organizations to provide information to the public and/or participants.
- Accept invitations to present information regarding the City's Diversity Outreach Program during regularly scheduled meetings sponsored by various organizations.

Local Businesses

While it is important to coordinate outreach activities with local business organizations, it is just as important, if not more so, to inform and assist individual businesses. An extensive effort to identify qualified local businesses demands the coordination of all aspects of the Diversity Outreach Program. Existing resources to identify local firms, shall include, but not be limited to the following:

- Local business organizations
- Chambers of Commerce
- Community groups
- Trade Associations
- Past Bidder's/Proposers lists
- MBE/WBE/LBBE/DBE/DVBE Directories
- Other public agency lists of vendors/contractors
- Local Yellow Pages

Project Notices and advertisements are provided to firms via telephone, mail, e-mail or facsimile, regarding goods or services required for various projects. The Project Notice includes information regarding the specific project (i.e., estimated dollar amount, bid/proposal due date, scope of services, etc.). The purpose of the Project Notice is to provide local businesses with relevant project information in a timely manner, while encouraging participation in the Diversity Outreach Program.

Interest, Availability and Capacity Surveys

The Diversity Outreach Officer periodically surveys MBE/WBE/LBBE/DBE/DVBEs, within the Los Angeles/Orange County area to ascertain the following information:

- Interest in providing goods or services to the City.
- Availability to work, and meet contract requirements.
- Capacity to successfully start and finish a project on schedule.

Accurate surveys require a continuous effort, which can proactively identify shortages in the availability of local businesses to meet the needs of the City. In addition, updates concerning contracting opportunities are provided to contractors on a continuous basis to maintain interest in the City's objectives. Survey information is maintained in an electronic format to facilitate reporting results/findings.

Dissemination of Upcoming Contract Opportunities

The Diversity Outreach Officer provides, at a minimum, information to keep the local business community apprised of all current ITBs, RFPs, projects, and events with the following media:

- Existing pamphlets and brochures concerning "How to Do Business with the City"
- Project Look-Ahead Schedules
- City Web Page Addresses
- Information packages developed by the Diversity Outreach Division
- Other literature explaining the City's plans, goals and objectives
- Diversity Outreach Program Event Calendar

Dissemination of information regarding contract opportunities with the City is a major objective of the Diversity Outreach Program. Distributing as much up-to-date information as possible in a timely manner is a primary goal of the Diversity Outreach Program.



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of



Bill Jones

Secretary of State

NETO

A0576051

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 10 2002

BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

Norberto R. Martinez certifies that:

1. He is the President and the Secretary, respectively, of Martinez Amador Architects, Inc., a California corporation.
2. Article One of the Articles of Incorporation of this corporation is amended to read as follows:

The name of the corporation is: MARTINEZ ARCHITECTS, INC.

3. The foregoing amendment of the Articles of Incorporation have been duly approved by the required vote of the shareholders in accordance with Section 902 of the Corporation Code. The total number of outstanding shares of the corporation is 112. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%. The foregoing amendment has been duly approved by the board of directors.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: November 13, 2001


NORBERTO R. MARTINEZ, President


NORBERTO R. MARTINEZ, Secretary



SPECIAL MEETING OF THE
DIRECTOR AND SHAREHOLDER
OF

MARTINEZ AMADOR ARCHITECTS, INC.,
a California corporation

A Special Meeting of the of the director and shareholder of Martinez Amador Architects, Inc. was duly held on November 7, 2001.

Present was Norberto R. Martinez sole director and owner of the majority of the stock of the corporation.

The following resolutions were unanimously adopted:

WHEREAS, this corporation has entered into an agreement with all of the shareholders of the issued and outstanding common stock of this corporation which authorizes this corporation to redeem eighty-eight (88) shares of such stock owned of record by Williams J. Amador, and

WHEREAS, there has been presented to the director and sole stockholder of this corporation, financial information regarding the corporation that is accurate, complete and reliable which reflects that as of October 31, 2001, the corporation may expend in excess of \$250,000.00 of its funds to redeem outstanding shares of its common stock without violating the provisions of Section 500 et seq. of the California General Corporation law and that amount is well in excess of the \$236,159.00 agreed by all parties as the redemption price of the eighty-eight (88) shares proposed to be redeemed.

NOW THEREFORE, BE IT RESOLVED, the corporation hereby elects to redeem and calls for redemption of the eighty-eight (88) shares of common stock owned by William J. Amador on November 7, 2001 at the redemption price of \$2,683.625 per share or an aggregate of \$236,159.00.

RESOLVED FURTHER, that the President of this corporation is authorized and directed to do or cause to be done all further acts necessary or appropriate on behalf of this corporation to redeem the eighty-eight (88) shares of common stock of this corporation.

RESOLVED, that ARTICLE I of the Articles of Incorporation of this corporation, as amended, be further amended to change the name of this corporation to: "MARTINEZ ARCHITECTS, INC."



NORBERTO R. MARTINEZ