

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

AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of September 25,
4 2014 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on September 23, 2014, by and between
6 ARKITERV, INC. DBA STUDIO PALI FEKETE ARCHITECTS, a California corporation,
7 with a place of business at 8609 Washington Boulevard, Culver City, California 90232
8 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to
10 be performed in connection with architectural and engineering design services for the
11 Houghton Park Community Center Project ("Project"); and

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly
23 described in Exhibit "A", attached to this Agreement and incorporated by this
24 reference, in accordance with the standards of the profession, and City shall pay
25 for these services in the manner described below, not to exceed One Million One
26 Hundred Seventy-Four Thousand Nine Hundred Fifty Dollars (\$1,174,950), at the
27 rates or charges shown in Exhibit "B".

28 B. The City's obligation to pay the sum stated above for any one

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

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

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

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

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

4 2. TERM. The term of this Agreement shall commence at midnight on
5 October 1, 2014, and shall terminate at 11:59 p.m. on December 31, 2018, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

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

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

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

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

6 5. INSURANCE.

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

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

1 and agents.

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

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

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

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

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

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

1 uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

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

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

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

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

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement

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

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

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

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed, or assembled by Consultant or furnished to Consultant in
25 connection with this Agreement, including but not limited to documents, estimates,
26 calculations, studies, maps, graphs, charts, computer disks, computer source
27 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
28 information, material, and memorandum ("Data") shall be the exclusive property of City.

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

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

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

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
26 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
27 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
28 without breach of this Agreement by Consultant; or (c) a third party who has a right to

1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

27 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2 17. INDEMNITY.

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

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

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

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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, 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

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

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

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

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

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

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

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

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

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

15 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

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

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

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

28 28. AUDIT. City shall have the right at all reasonable times during the

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1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from, and copy all
3 books, records, accounts, and other documents of Consultant relating to this Agreement.

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

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

9 ARKITERV, INC. DBA STUDIO PALI
10 FEKETE ARCHITECTS, a California
corporation

11 OCTOBER 20, 2014

12 By [Signature]
13 Name JUDIT M. FEKETE PALI
14 Title PRESIDENT, CEO

15 OCT. 23, 2014

16 By [Signature]
17 Name ZOLTAN PALI
18 Title PRINCIPAL

19 "Consultant"

20 CITY OF LONG BEACH, a municipal
corporation

21 November 12, 2014

22 By [Signature] **Assistant City Manager**
23 City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

24 "City"

25 This Agreement is approved as to form on 10/27,

26 2014.

27 CHARLES PARKIN, City Attorney

28 By [Signature]
Deputy

EXHIBIT “A”

Scope of Work



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

1. OVERVIEW OF PROJECT

1.1 Project Overview

The City of Long Beach (the "City"), acting through its Public Works Department, desires to engage the services of a firm or firm teams for professional architectural, landscape architecture, geotechnical, civil, structural, survey, mechanical, plumbing and electrical engineering for preparation of design and construction documents for a new Houghton Park Community Center (the "project").

The current Houghton Park Community Center (center) is utilized for youth, teen, adult and senior programs. Past studies and inspection of the center have concluded that in order to meet the needs of the community a full replacement rather than a renovation is desired. Given the variety of uses and users that visit the center on a regular basis a 40,000+ square foot (s.f.) building is appropriate but may not be achievable within the proposed budget, therefore the City seeks to build an approximately 20,000 s.f. building with shared spaces that can be programmed in a variety of ways and transformed easily into spaces of varying size. The final design will need to efficiently house staff and support services, improve site safety, command and control and sustainably provide for the needs of the community.

1.2 Budget and Schedule

The City has established a budget of \$10 million for the project, inclusive of all soft and hard costs. The City has targeted an early 2016 completion date for the Project. The selected consultant will work with the City's team to validate, update and adjust the project budget and schedule, through all phases of the design and regulatory permitting processes.

The term of services will be from contract execution until the end of a one-year construction warranty period. Responders to this RFP must clearly stipulate that all services are provided. Proposals that provide only partial services will not be accepted.

1.3 Project Location

Project Address: 6301 Myrtle Avenue, Long Beach, CA 90805

2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
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City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Construction Manager (CM)	The City's designated Construction Manager
BMP	Best Management Practices
City	The City of Long Beach and any department or agency identified herein.
Contractor/ Consultant	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Public Works
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
LEED	Leadership in Energy & Environmental Design
LID	Low Impact Development
May	Indicates something that is not mandatory but permissible.
Project Architect (PA)	The Awarded Contractor, the Firm that shall have overall responsibility for the Design of the Project.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.
WELL	The WELL Building Standard



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
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3. SCOPE OF PROJECT

3.1 PROJECT DESCRIPTION AND OVERVIEW

The City of Long Beach is requesting proposals and qualifications of professional design firm(s) or firm team(s) to provide state-of-the-art professional architectural, landscape architecture and engineering services in accordance with the "Basic Services" and "Type of Service" delineated below. The work resulting from this solicitation is likely to be varied. In general it may include conceptual designs, survey, schematic designs, preparation of formal construction documents including construction plans, specifications and observation services during construction. Services may also involve preliminary investigations and analyses of existing conditions; preparation of design and planning studies, presentations, community outreach and design charrettes; submission of construction drawings, specifications, estimates and updated schedules at 30% (Design Development), 60%, 90% (Plan Check) and 100% (Bid Documents) design stages; provide design project management, and bid and construction phase services as directed by the City's project manager.

The Project shall incorporate a sustainable design, follow the city's LID and BMP requirements, shall be (Gold level) LEED certifiable should the City wish to apply for LEED certification and aim to follow the WELL Building Standard where achievable.

The 60% &/or 90% design package may be subject to a peer and/or constructability review.

3.2 BASIC SERVICES

This RRP is intended to procure architecture and related professional consulting services including, but not limited to, the following:

- Preliminary design / environmental and entitlements (CEQA, etc.) support
- Historic Assessment of existing facility
- Public outreach and stakeholder design collaboration / input
- Hazardous building materials and hazardous soils investigations, removal and disposal determination
- Survey
- Geotechnical investigation, soils report
- Demolition phasing
- Evaluation of temporary facilities/interim housing options
- Contract documents
- Development of complete specifications
- Architectural design



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- Landscaping design
- Civil engineering
- Wet and dry utilities design
- Structural engineering
- Mechanical, electrical and plumbing engineering
- Lighting design
- Signage and graphics design
- Parking design
- Traffic safety analysis
- Acoustics, noise and vibration control
- Codes and accessibility compliance
- 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
- Consideration of WELL Building Standards
- Other (audio-visual, telecommunications, internet technology, etc.)
- Participation in commissioning, Project close out, delivery of as-builts

3.3 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.
- Prepare meeting agendas and meeting minute with action items for all meetings.

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



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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.

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

- Phase 1 services will include Public Outreach, Conceptual Design and Environmental Entitlement Support, Schematic Design, Design Development, and related support services.
- Phase 2 services will include Construction Documents, Regulatory Permitting, and Bid Phase Support.
- Phase 3 services will include Design Services During Construction and Commissioning.

For each Phase design component, PA and key Architectural/Engineering (A/E) Team members shall participate in up to two 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.

3.3.2 Project Architect (PA):

The PA will provide to PM a single source of responsibility and control for the Services. 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.

3.3.2.1 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, preparing agendas and submitting meeting minutes after every meeting, indicating what transpired during the meeting and any decisions made in the discussion
- Direction of the work of PA's personnel and sub-consultants
- Document control services for the PA and sub-consultant team



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- 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

3.3.3 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
- LEED Certification / Commissioning
- Labor Compliance
- Surveying / Construction Staking
- Project / Documents Controls System Providers

3.3.4 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, lighting, 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



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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.

- 3.3.5 Document Standards: All documents will be prepared on AutoCAD release 2011 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.

Specifications shall be prepared in the latest CSI format as modified by the City of Long Beach.

- 3.3.6 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.

- 3.3.7 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.

- 3.3.8 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

- 3.3.9 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.

- 3.3.10 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.



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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.

- 3.3.11 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.
- 3.3.12 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
- 3.3.13 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
- 3.3.14 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.
- 3.3.15 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.

3.4 Design Services

- 3.4.1 Phase 1 - Public Outreach, Conceptual Design and Environmental Entitlement Support, Schematic Design, Design Development
 - 3.4.1.1 Community and Stakeholder Outreach - develop a public outreach plan in conjunction with the City.



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At a minimum, three public meetings will be held:

1. Review and confirmation of existing program
2. Prepare and review two conceptual designs
3. Present and review final concept

3.4.1.2 Conceptual Design Phase and Environmental Entitlement Support

- Develop two Conceptual Designs, Proposed Programs and Cost Estimates. Conceptual Design drawings should contain sufficient information to enable stakeholders to make a fully informed decision as to design intent.
- Develop site footprint, construction staging, and temporary facilities needs for each of the conceptual designs.

3.4.1.3 Schematic Design Phase.

Schematic design studies shall consist of but will not be limited to:

- Site Plans
- Elevations and Sections
- Primary Material and Color Recommendations
- Schematic Design Report
- Order of Magnitude Cost Estimate
- Design schedule in MS Project format
- Figures and documents needed for to support environmental entitlements (CEQA, etc.)

3.4.2 Phase 2 - Construction Documents, Regulatory Permitting, and Bid Phase Support. Prepare bid and construction drawings, calculations, specifications, and cost estimates (PS&E's) for the selected design option, which shall consist of but will not be limited to:

3.4.2.1 Prepare Architectural and Engineering Design Development drawings 30% Construction Documents consisting of but not necessarily limited to:

- Drawing index
- Preliminary Site and Building Plans
- Preliminary Elevations and Sections
- Design Details
- Primary Material and Color Selections
- Fixture Specifications
- Detailed Cost Estimates
- Figures and documents needed for to support environmental entitlements (CEQA, etc.)



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3.4.2.2 Prepare Architectural and Engineering 60% Construction Documents consisting of but not necessarily limited to:

- Cover Sheet, General Notes and Legends, Conditions of Approval
- Site and Architectural and Engineering Plans
- Elevations and Architectural and Engineering Sections
- Architectural and Engineering Details
- Fixture and Equipment Schedules
- Landscaping and Irrigation
- Technical Specifications
- Final LEED Gold compliance report validating the project design's compliance

During this phase, a peer review of the Construction Documents may be performed by a consultant to be engaged by the City.

3.4.2.3 Prepare and submit Architectural and Engineering 90% Construction Drawings, Calculations and Specifications for Plan Check/Permit Application and all other necessary professional instruments and certifications. Plan check fees will be paid by the City. Prepare plan check corrections and resubmissions in a timely manner for City of Long Beach and other agencies having jurisdiction.

3.4.2.4 100% Design Submittal for construction - Prepare and submit stamped, signed - Construction Drawings (mylars), Calculations, Specifications and Estimates - by appropriate licensed California Architects and Engineers.

3.4.2.5 Bid Phase Support - Please include an allowance in your proposal at the appropriate professional designation to assist the City's project manager at the project manager's specific direction with the following:

- Preparation of bid documents
- Attendance at mandatory pre-bid meetings
- Assist in responding to bid phase questions
- Assist in preparing addenda items

3.4.3 Phase 3 - Design Services during Construction and Commissioning.



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3.4.3.1 Please include an allowance in your proposal to assist the City's project manager at the project manager's specific direction with the following:

- Attend construction meetings
- Review contractor material submittals and shop drawings
- Attend construction observation site visits to construction problems
- Assist in responding to contractor Requests For Information in a timely fashion
- Prepare drawing and specification field revisions
- Commissioning
- Assist City with warranty-related work or other construction deficiencies

3.5 TYPES OF SERVICES – DETAILED

3.5.1 Architectural and Landscape Services may include but are not limited to:

- Designs of the project including complete plans, elevations, sections, details, schedules, legends and notes.
- Accessible path of travel in accordance with current codes.
- Finishes and equipment selection.
- Signage, wayfinding and accessibility signage.
- Architectural assessments including site's ability to accommodate the project
- Parking lot design
- Landscape design
- Design to an aesthetic standard that is an asset to the City.

3.5.2 Sustainable Design - USGBC LEED Gold Rating is required (the City may apply for certification), incorporation of appropriate sustainable design principles is encouraged in the following categories.

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

- Make appropriate use of the land
- Use water, energy, material, and other resources efficiently
- Enhance human health
- Conserve existing plants and natural habitats
- Protect cultural resources



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- Be inviting to use
- Be economical to build and operate

Sustainable Project Objectives - While various types of environmentally sound innovative building projects may be proposed, we are particularly interested in technologies that address the following general areas:

- Ecological site design such as storm water management.
- Transportation: promoting pedestrian and cyclist use.
- Waste reduction: job site recycling and efficient use of materials
- Energy efficiency: optimal energy performance, lighting controls and monitoring, etc.
- Renewable energy: Photovoltaic, etc.
- Water efficiency
- Materials and resources
- Operations and maintenance
- Building features that positively impact human health and wellbeing as researched by the WELL Building Standard

3.5.2.1 Required expertise shall include but are not limited to:

- Recycled content and sustainable building product selection, specification, and procurement
- Waste reduction strategies, such as construction and demolition waste management plans, deconstruction plans, storage and collection of recyclables, and other reuse opportunities.

3.5.2.2 Familiarity with the USGBC LEED Green Building Rating System. The design team shall be thoroughly familiar and experienced with the latest LEED Green Building Rating System Product Portfolios for new construction, and LEED for Core and Shell. This shall include all areas of planning, design and construction.

3.5.3 Survey Services include but are not limited to:

- Horizontal and vertical site control
- Topographic survey
- Cross-sections and profile survey
- Construction layout and cut sheet preparation
- Plan and profile survey
- Construction staking

3.5.4 Electrical Engineering Services include but are not limited to:



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- Prepare electrical plans for project lighting designs.
- Calculation of electrical loads, including coordination for coincidental and non-coincidental loads, load shedding, short circuit calculations, and voltage drop calculations
- Prepare electrical site layout plans including wiring and grounding systems layouts, details, and properly sizing of wiring for current carrying and ground wiring
- Preparation of single line electrical diagrams
- Incorporation of security system requirements (security system design by others)
- Coordination of plan review with Southern California Edison (SCE) planning

3.5.5 Structural Engineering Services include but are not limited to:

- Review Geotechnical report
- Prepare plans, elevations, sections and details for facility and area foundation and framing designs
- Prepare structural notes and calculations

3.5.6 Civil Engineering Services include but are not limited to:

- Providing survey for design
- Prepare existing conditions base map
- Prepare site control, grading and utility plans, sections and details
- Prepare storm drainage documentation needed for obtaining a National Pollutant Discharge Elimination System (NPDES) permit, preparing a Storm Water Pollution Prevention Plan (SWPPP) and compliance with the City's LID and BMP requirements

3.5.7 Geotechnical Engineering Services include but are not limited to:

- Prepare Geotechnical report
- Provide advisory services as directed by the architect during preparation of the construction documents and construction of the foundation

3.5.8 Plumbing Engineering Services include but are not limited to:

- Prepare potable water plans
- Irrigation Service
- Fire prevention

3.5.9 Other Professional Services include but are not limited to:



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- Design project management
- Construction cost estimates at all design phases
- Design services during construction including attending construction meetings, assisting with reviews of material submittals and shop drawings, responding to contractor's requests for information, and preparing field revisions at the direction of the City's project manager.
- Coordinating plan check from the Long Beach Planning and Building Bureaus, Public Works, and authorities having jurisdiction.

3.6 CITY RESPONSIBILITIES

- Provide a designated Capital Project Coordinator who will act as the City representative.
- Provide or make available upon request, reports, drawings, documents, GIS land base maps, records and other data in its possession deemed useful for project development.
- Provide information requirements for Planning approval.
- Advertise for bids, review bids and award contracts.
- Administer contracts.

3.7 MISCELLANEOUS

3.7.1 The City shall pre-approve the Consultant proposed Project Manager by review of his or her resume. If after a period of time, the City is not satisfied with the work or progress of the services, another Project manager shall be introduced. Once selected, the project manager shall not be replaced, unless approved by the City.

3.7.2 Architectural plans, specifications, details and calculations shall be based on current California Building, Mechanical, Electrical, Plumbing and Fire Codes, Standard Specifications and Plans for Public Works Construction (Greenbook), CCR Title 24, California Access Code, American with Disabilities Act, California green Building Standards, U.S. Green Building Council, California Energy Code, City of Long Beach Standard details and all other applicable local, county, state and federal codes, standards, guidelines, and regulations.

EXHIBIT “B”

Rates or Charges

Exhibit A

FEE PROPOSAL

PROFESSIONAL DESIGN SERVICES FOR HOUGHTON PARK COMMUNITY CENTER

PROJECT


No.	PHASE	FEE TYPE	FEE AMOUNT	
1	Develop conceptual design with artistic renderings	Lump Sum	\$ 197,190	
2	Public Outreach and CEQA Compliance	Lump Sum	\$ 49,578	
3	Schematic Design	Lump Sum	\$ 159,890	
4	Design Development, Construction Drawings & Specifications (including Geotechnical)	Lump Sums		
			30% Design Phase	\$ 140,175
			60% Design Phase	\$ 120,450
			90% Design Phase	\$ 132,314
			100% Design Phase	\$ 95,450
5	Cost Estimates at:	Lump Sums		
			Conceptual Design	\$ 5,000
			Schematic Design	\$ 6,000
			30% Design Phase	\$ 7,000
			60% Design Phase	\$ 7,000
			90% Design Phase and Construction Duration	\$ 3,000
100% Design Phase and Final Construction Duration	\$ 1,000			
6	Plan Check Phase Services/100% Construction Documentation	Lump Sum	\$ 90,903	
7	Bid Phase Services	Allowance*	\$ 5,000	
8	Construction Support Services	Allowance*	\$ 150,000	
9	Expenses	Allowance	\$ 5,000.00**	
PROPOSAL TOTAL			\$ 1,174,950	

NOTES

- * See Scope of Project
- ** To be billed at actual cost

SCHEDULE OF HOURLY RATES

Please attach



 Signed

Studio Pali Fekete Architects

 Name of Firm

7/21/14

 Date



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SCHEDULE OF HOURLY RATES

Please attach

	Studio Pali Fekete architects	7/21/14
Signed	Name of Firm	Date

HOURLY RATES

ARCHITECT

Principal	\$300.00
Senior Architect	\$240.00
Project Designer	\$200.00
Draftpersons/Technical	\$160.00
Administrative	\$100.00

LANDSCAPE CONSULTANT

President	\$235.00
Principal	\$160.00
Senior Associate	\$145.00
Associate	\$125.00
Project Designer	\$100.00

LIGHTING CONSULTANT

Principal	\$200.00
Project Manager	\$150.00
CAD Technician	\$95.00

STRUCTURAL CONSULTANT

Principal	\$200.00
Associate	\$150.00
CAD Operator	\$95.00

MEP CONSULTANT

MEP

Principal	\$195.00
Project Manager	\$145.00
Senior Engineer	\$120.00
Job Captain	\$110.00
Senior Designer	\$100.00
Engineer	\$90.00
Designer	\$75.00
CADD/Revit Manager	\$75.00
CADD Operator	\$65.00

CIVIL/SURVEY CONSULTANT

CIVIL

Principal	\$275.00
Senior Project Manager	\$180.00
Project Manager	\$169.00
Senior Project Engineer	\$161.00
Project Engineer	\$150.00
Design Engineer	\$119.00
Junior Engineer	\$90.00
CAD Technician	\$100.00
Field Survey Party	
One Person Party	\$170.00
Two Person Party	\$235.00

GEOTECHNICAL CONSULTANT

GEOTECH

Principal Engineer	\$220.00
Associate Engineer	\$180.00
Senior Engineer	\$150.00
Senior Project Engineer	\$135.00
Project Engineer	\$120.00
Staff Engineer	\$100.00

COST CONSULTANT

COST

Directors	\$255.00
Senior Associates	\$180.00
Cost Planners	\$80.00

SPEC WRITING CONSULTANT

SPEC

Principal Spec Writer	\$145.00
Senior Spec Writer	\$80.00
Associate Spec Writer	\$40.00
Assistant Spec Writer	\$20.00

EXHIBIT “C”

City’s Representative:

Marilyn Surakus, Capital Projects Coordinator

(562) 570-5793

EXHIBIT “D”

Materials/Information Furnished: None