



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: Jim Arndt, Director of Public Works

FROM: Steve Finton, City Engineer
Ish Medrano, Project Manager

DATE: August 2, 2011

SUBJECT: Consideration to Authorize the Director of Public Works to Award a Design Services Contract to Andresen Architects, Inc. for the Joslyn Center, Manhattan Heights Community Center, and Begg Pool Improvement Project (\$128,900.00)

RECOMMENDATION:

Staff recommends that City Council pass a motion to authorize the Director of Public Works to award a contract in the amount of \$128,900.00 to Andresen Architects, Inc. for the Joslyn Center, Manhattan Heights Community Center, and Begg Pool Improvement Project.

FISCAL IMPLICATION:

Budget		
Joslyn Center Renovation	CIP 11841E	\$718,000.00
Manhattan Heights Renovation	CIP 11842E	\$508,000.00
Begg Pool Renovation	CIP	\$706,000.00
11843E		
		\$1,932,000.00
Anticipated Expenditures		
Design Contract (Andresen Architects, Inc.)		\$ 128,900.00
ESTIMATED FUND BALANCE Available for Construction		\$1,803,100.00

BACKGROUND:

The three facilities were constructed over 40 years ago and are deteriorated due to age and heavy use.

- Joslyn Center, 1601 Valley Drive
Built in 1964, Joslyn Center consists of a main hall/auditorium, kitchen, dance studio, theatrical stage and administrative offices. Joslyn currently houses the majority of the Senior Adult programs.

- Manhattan Heights Community Center, 1600 Manhattan Beach Boulevard
Built in 1968, Manhattan Heights Community Center serves the senior community and teen communities at large.
- Begg Pool, 1402 Peck Avenue
Estimated to have been built in the mid 1940's, this site consists of the pool, locker room, and mobile office. Begg Pool is owned by the Manhattan Beach Unified School District, and operated under agreement by both the School District and the City of Manhattan Beach.

At its February 1, 2011 meeting, City Council directed staff to move ahead with improvements to the three facilities, including deferred maintenance items. The project will focus on repairing and upgrading the deteriorated facilities and providing ADA compliance. The improvements proposed are as follows:

Joslyn Center

1. Aesthetically enhance front lobby.
2. Update existing restroom to ADA compliance and enhanced ventilation.
3. Complete remodel of kitchen (420 square feet) including new appliances and flooring.
4. Northeast room new entrance with new wall partitions.
5. Stage refurbishments – curtains and flooring.
6. New flooring throughout facility.
7. New entry doors to auditorium.
8. Complete removal of existing HVAC and installation of new HVAC including ducting.

Manhattan Heights Community Center

1. Complete remodel of kitchen (315 square feet) including new appliances and flooring.
2. Update existing restrooms to ADA compliance.
3. Install facility-wide audio.
4. Install new room dividers

Teen Center

5. Cabinet replacements throughout.
6. Create new storage area.
7. New ventilation system and sound-proofing.
8. New acoustical ceiling tiles and T-bar grid system.
9. Remove and replace wood trim all around windows.

Auditorium

10. Create new storage area within facility.
11. Create new storage room for auditorium audio/video equipment.
12. Install new overhead project/screen system.

Begg Pool

1. Remove existing shower system and install new shower system with privacy partitions.
2. Install new lockers.
3. Update existing restroom to ADA compliance.
4. New lighting throughout facility.
5. Create new storage area.
6. Create drainage efficiency outside.
7. Remove and replace windows.
8. Install new fans.
9. Install new roofing.

DISCUSSION:

A Request for Proposals (RFP) was prepared by staff and issued to the following architects:

1. JDBA Planning
2. Narduli Studio
3. Bartosik and Telford
4. Trotter Building Designs, Inc.
5. Tomaro Design Group – Architecture Division
6. RM Architecture
7. Andresen Architects, Inc.
8. MDM Architects, LLP
9. JV Architecture
10. Sparano + Mooney Architecture, Inc.
11. Rowley International
12. FWA (Frank R Webb Architects)

On May 13, 2011, a mandatory facility walk-through meeting was held with the proposing architects. Comments from the architects and further discussion with City Building Officials indicated that the scope of the project must be modified as follows:

1. For restroom occupancy issues, full compliance with the code is required.
2. For ADA improvements, full compliance with the code is required.
3. Full compliance with new fire code is required requiring that fire sprinklers be installed.
4. Handicapped parking must be provided at all facilities.
5. Both kitchens (Joslyn and Manhattan Heights) shall be full commercial kitchens. The use of both kitchens is to host cooking classes and to serve 50 or more people.
6. Storage areas at Manhattan Heights will be generated within the existing footprint of the facility. There will be no room extensions or additions.
7. In Rooms 6 and 7 at Manhattan Heights, windows will be replaced, interior and exterior will be repainted and any damaged wood trim will be replaced.
8. The Begg Pool locker room shall be fully compliant and be provided with full ADA accessibility from the parking lot to the locker room and from the locker room to the pool. Begg Pool is owned by the Manhattan Beach School District and all approvals must involve the State Architect.

On Friday, June 3, 2011, the City received proposals from the following five firms:

1. RM Architecture
2. Andresen Architects, Inc.
3. MDM Architects, LLP
4. JV Architecture
5. Sparano + Mooney Architecture, Inc.

City staff evaluated the proposals and ranked the firms based on qualifications and approach. Based on these criteria, the top three firms were invited to make presentations to staff. The three firms selected were:

1. RM Architecture
2. Andresen Architects, Inc.
3. MDM Architects, LLP

Following presentations by the three firms on July 18, 2011, staff concluded that the team, design approach and project timeline proposed by Andresen Architects, Inc. were the most appropriate for the project. Consequently, staff recommends that the design contract be awarded to Andresen Architects, Inc. in the net amount of \$128,900.00.

School District Participation

School District staff has been consulted regarding improvements at the Begg Pool locker room. They will be included in the design and construction scheduling process.

Project Schedule

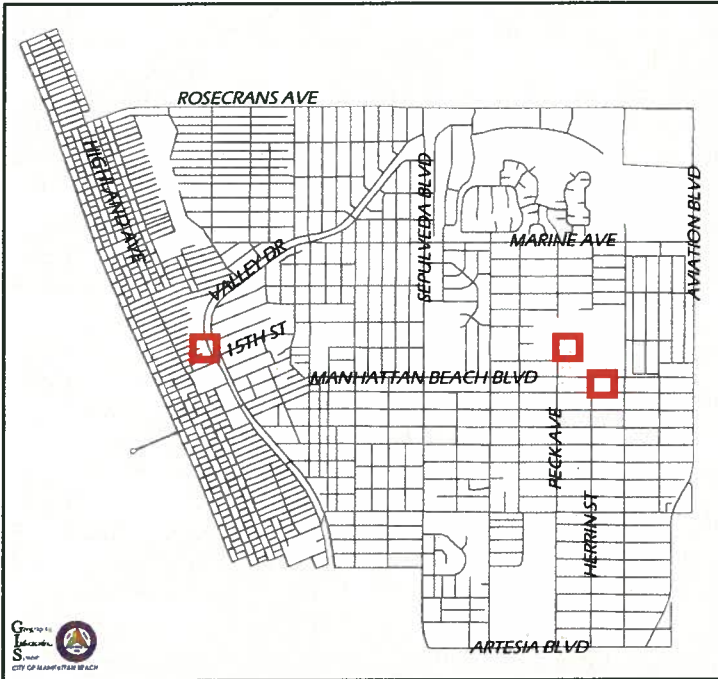
Staff expects that plans for the project will be completed and ready for bidding by November 2011, with construction to follow in early 2012.

Attachments:

- 1) Map of Project Locations
- 2) Agreement Contract Documents

xc: Henry Mitzner, Controller
Jeanne D. O'Brien, Accountant

Manhattan Heights, Joslyn Center and Begg Pool Remodel Improvement Project



Begg Pool
1402 Peck Ave



Joslyn Center
1601 Valley Dr



Manhattan Heights
1600 Manhattan Beach Blvd

AGREEMENT



THIS AGREEMENT is made this 2nd day of August, 2011 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and ~~Andresen~~ Architects, Inc., a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary for:

design of the Joslyn Center, Manhattan Heights Community Center, and Begg Pool Improvement Project;
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.
 - 1.1 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:
 - (1) promptly discontinue all services affected (unless the notice directs otherwise); and
 - (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.
2. Services to be Provided. The services to be provided hereunder shall be *those set forth in Exhibit "A", Scope of Work*, which is attached hereto and incorporated herein by this reference.

3. Compensation. CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed

One Hundred Twenty Eight Thousand, Nine Hundred Dollars and 00/100 cents (\$128,900.00)

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, **[payment shall be based on hourly rates in Exhibit "B"]**.

3.3 Expenses. CONSULTANT shall not be entitled to any additional compensation for expenses.

4. Professional Standards. CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. CONSULTANT shall complete all services required hereunder as and when directed by CITY **[as set forth in Exhibit "C"]**. However, CITY in its sole discretion, may extend the time for performance of any service.

6. Employees and Subcontractors. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. Insurance Requirements.

Indemnification. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONTRACTOR, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of

indemnification to be provided by CONTRACTOR. The obligations of this paragraph shall survive the termination of this Agreement.

7.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONSULTANT must have and maintain in place, all of the insurance coverages required in this Section 7. CONSULTANT'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONSULTANT shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 Coverages, Limits and Policy Requirements. CONSULTANT shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form

No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONSULTANT shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONSULTANT) ; or
- (2) CONSULTANT shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

7.4 Verification of Compliance. CONSULTANT shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONSULTANT shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Ownership of Work Product. All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. Conflict of Interest and Reporting. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONSULTANT is as follows:

Andresen Architecture, Inc.
17087 Orange Way
Fontana, CA 92335

b. Address of CITY is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

15. Consultant's Proposal. This Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. Licenses, Permits, and Fees. CONSULTANT shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. Familiarity with Work. By executing this Agreement, CONSULTANT warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. Time of Essence. Time is of the essence in the performance of this Agreement.

19. Limitations Upon Subcontracting and Assignment. Neither this Agreement, or any portion, shall be assigned by CONSULTANT without prior written consent of CITY.

20. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. Indemnification. CONSULTANT agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of CONSULTANT'S negligence,

willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

22. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.

23. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

25. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT

By



CITY OF MANHATTAN BEACH

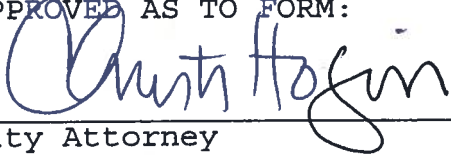
By

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Public Works Approval

PROPOSAL FOR ARCHITECTURAL SERVICES

Date: 20 July 2011

Revised

Project No.: 11-1295

Project Name: Manhattan Beach RFP (Remodel)

Client: City of Manhattan Beach

Contact: Mr. Ismael Medrano, Project Manager

Tel: (310) 802-5357

Email: imedrano@citymb.info

Mailing Address: 1400 Highland Avenue, Manhattan Beach, CA 90266

Site Address: Joslyn Center - 1601 Valley Drive, Manhattan Beach, CA 90266

Manhattan Heights Community Center - 1600 Manhattan Beach Boulevard, Manhattan Beach, CA 90266

Begg Pool - 1402 Peck Avenue, Manhattan Beach, CA 90266

We appreciate the opportunity to provide you with a Working Drawings proposal to remodel and improve the Joslyn Center, Manhattan Heights Community Center and Begg Pool including upgrading facilities and providing ADA compliance as identified in the RFP dated April 15th, 2011 for the projects located at the above referenced sites in Manhattan Beach, CA.

PROPOSAL SERVICES TO INCLUDE THE FOLLOWING SERVICES:

1. Provide Working Drawings. This includes, but is not limited to: Site Plan, Demo Plan, Floor Plan, Foundation Plan, Roof Plan, Framing Plans, Interior & Exterior Elevations, Sections, Structural Engineering, Electrical, Mechanical & Plumbing Plans, Energy Compliance Forms, and Book Form Specifications according to building code and owner's criteria and all necessary details to clearly communicate work involved.
2. Expediting plans through plan check and owner's review process including making revisions, as necessary, to obtain all required approvals.
3. Photocopies of progress prints and plan check prints.
4. Site visits to field verify conditions.
5. All telephone calls and facsimile transmissions.
6. Plan pick up and submittal.
7. Construction Administration to include: Shop Drawing Review, RFI's, Review Payment Request, and Punch List only. Weekly meetings not included. If requested by City, Additional site visits to be billed hourly.
8. Detailed Construction Cost Estimates
9. After final approval bid sets to be furnished to contractors in electronic format only (no hardcopies).
10. As-Built Drawings (redlines to be furnished by contractor) to be provided to City in AutoCad format.

SERVICES EXCLUDED: (The following is a list of services and/or information not included, but could be provided as an additional service).

1. All additional sets requested will be billed as reimbursable at \$2.50 per sheet.
2. Preliminary Plans for a Design Review Application, Radius Maps & Labels, Planning Commission Meetings, and Colored Renderings.
3. Precise Grading Plan, Civil Engineering, Erosion Control Plan, Hydrology Study, SWPPP, Street Improvement Plan, Construction Staking, Soils Report, Percolation Test, Landscape & Irrigation Plans, Fire Sprinkler Plan, Fire Alarm Plan, Fire Construction Plan, Fire Flow Test, Water Plan, Retaining/Wall Plan, Truss Calculations, Biological Survey, Radiologist Report, Title Reports, Grant Deeds, Storefront Calcs, Sign Plan, Lumber Lists/Material Take-Offs, City Business License (if required), Foundation Verification by Structural Engineer, Foundation Plan Review by Soil's Engineer, Post-Tensioned Slab Design. Structural observation, if required by Building Department, will be billed at \$500.00 per site visit.
4. LEED Documentation, Utility Design and layout beyond 5' of the building. Upgrade to the existing plumbing utilities due to either insufficient capacity or inadequate condition. Upgrade to the existing electrical service due to either insufficient capacity or inadequate condition. Construction contract bid negotiation process. Plumbing isometric drawings. Verifying locations of existing underground utilities which transit the site. Special effect lighting systems such as Stage Lighting and Building exterior enhancement. Low Voltage system design and equipment specifications including the following systems: A) Voice/Data, Network and Intercom systems. B) CCTV and Cable television systems. C) Building and site Fire alarm systems. D) Security and Access Control systems. E) Audio/Video and Music/paging systems.
5. Calculations and payments of Plan Check Fees, Building Permit Fees, Variance Fees, Notary Fees & and Material Sample Boards.
6. Additional re-design due to owner changes in scope or programming for Architectural, Electrical, Mechanical and Plumbing are to be billed at \$125.00 per hour for CAD drafting, and \$175.00 per hour for Principal Architect or Engineer.

WE PROPOSE TO PROVIDE COMPLETE WORKING DRAWINGS, AS OUTLINED ABOVE, ACCOMPANIED BY ALL APPROPRIATE DESIGN CALCULATIONS, & WET STAMPED BY CALIFORNIA LICENSED ARCHITECT FOR THE AMOUNT OF:

\$128,900.00

Fee Breakdown:

City of Manhattan Beach								
Joslyn Community Center, Manhattan Heights Community Center, Begg Pool Lockers & Showers								
Andresen Architecture, Inc. 17087 Orange Way, Fontana, CA 92335 (909) 355-6688								
3-Jun-11 Arch. Proj. No.: 11-1295								
Description of Work	Hours				Fees			
	A/E	CAD	Tech	Total	A/E	CAD	Tech	Total
Confirm Record Drawings	8	0	0	8	1,400	0	0	1,400
Preliminary Arch Plans	24	100	4	128	4,200	12,500	400	17,100
Mechanical Plans	24	80	2	106	4,200	10,000	200	14,400
Plumbing Plans	32	60	2	94	5,600	7,500	200	13,300
Electrical Plans	48	60	6	114	8,400	7,500	600	16,500
Kitchen Consultant	12	24	2	38	2,100	3,000	200	5,300
Energy Compliance Forms	6	10	1	17	1,050	1,250	100	2,400
Green Code Compliance	2	4	1	7	350	500	100	950
Project Manual	16	0	16	32	2,800	0	1,600	4,400
Detailed Cost Estimate	16	0	0	16	2,800	0	0	2,800
Final Architectural Plans	48	160	12	220	8,400	20,000	1,200	29,600
Bidding	12	10	1	23	2,100	1,250	100	3,450
Construction Admin.	80	20	8	108	14,000	2,500	800	17,300
Totals	328	528	55	911	57,400	66,000	5,500	128,900

Legend	Rate
A/E = Licensed Architect or Engineer	175 \$/hr
CAD = Computer Aided Drafting	125 \$/hr
Tech = Executive Assistant	100 \$/hr

Signed proposal and initialled provisions page are required to start project. Working Drawings should be completed and ready within thirty (30) working days after receipt of signed proposal. Progress payments will be billed on a monthly basis, based on the percentage of work completed. Balance will be due when working drawings are complete and ready for initial plan check submittal.

Architect agrees to be held liable for errors and omissions in the project documents arising from the sole negligence of the Architect (see attached Provisions to Agreement). This agreement may be terminated by either party upon seven day's written notice, should the other party fail to substantially perform, in accordance with it terms through no fault of the party initiating the termination. This agreement entered into at: 17087 Orange Way, Fontana, CA 92335, as of the date written above. This proposal will remain valid for a period of one hundred twenty (120) days, at which time its terms may be subject to change.

Insurance Certificate can be provided for all policy coverage and limits prior to start of project.

I, Doug Andresen, declare that the only person(s), company or parties interested in the proposals as principals are named herein, the proposal is made without collusion with any other person(s), company or parties submitting the proposal; the proposal is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has full authority to bind the Consultant.

Mr. Ismael Medrano, Project Manager
City of Manhattan Beach


Doug Andresen, Principal Architect, c. 14504
Andresen Architecture, Inc.

City of Manhattan Beach		
Joslyn Community Center, Manhattan Heights Community Center, Begg Pool Lockers & Showers		
Andresen Architecture, Inc. 17087 Orange Way, Fontana, CA 92335 (909) 355-6688		
Page 1 of 2	18-Jul-11	Arch. Proj. No.: 11-1295
	Week 1	Date
	Award Design Contract to Andresen Architecture, Inc.	25-Jul
	Meet w/City Staff & Verify Accuracy of Record Drawings (J-H)	26-Jul
	Revise Record Drawings as Necessary (J-H)	27-Jul
	Notify City of Conflicts & Questions (J-H)	28-Jul
	Prepare Revised Floor Plans (J-H)	29-Jul
	Week 2	
	Send Base Drawings to Consultants (J-H)	1-Aug
	Meet with City Staff to Review Plans (J-H)	2-Aug
Pre-Qual	Contractor Pre-Qualification Starts	3-Aug
	E-mail Progress Plans & Questions (J-H)	4-Aug
	Prepare Ceiling Plans & Outline Specs (J-H)	5-Aug
	Week 3	
	Prepare Interior Elevations / Sections (J-H)	8-Aug
	Meet with City Staff to Review Plans (J-H)	9-Aug
	Finalize Specifications (J-H)	10-Aug
	E-mail Progress Plans & Questions (J-H)	11-Aug
	Prepare Final Details (J-H)	12-Aug
	Week 4	
	Final Coordination with MEP (J-H)	15-Aug
	Meet w/City Staff & Building Official to Review Plans (J-H)	16-Aug
	Finalize Plans for Plan Check (J-H)	17-Aug
Plan Check	Submit Plans for Plan Check (Bldg / Health / Fire) (J-H)	18-Aug
	Begin work on Begg Pool	19-Aug
	Week 5	
	Send Base Drawings to Consultants (Begg)	22-Aug
	Meet with City Staff to Review Plans (Begg)	23-Aug
	Prepare Ceiling Plans & Outline Specs (Begg)	24-Aug
	E-mail Progress Plans & Questions (Begg)	25-Aug
Pre-Qual	Contractor Pre-Qualification Ends	26-Aug
	Week 6	
	Prepare Interior Elevations / Sections (Begg)	29-Aug
	Meet with City Staff to Review Plans (Begg)	30-Aug
	Finalize Specifications (Begg)	31-Aug
	E-mail Progress Plans & Questions (Begg)	1-Sep
	Prepare Final Details (Begg)	2-Sep
	Week 7	
	Final Coordination with MEP (Begg)	5-Sep
	Meet with City Staff to Review Plans (Begg)	6-Sep
Plan Check	Submit Begg Pool Plans for Plan Check (DSA)	7-Sep
	Receive 1st Plan Check Corrections From City (J-H)	8-Sep
	Complete Plan Check Corrections (J-H)	9-Sep
	Week 8	
	Complete Plan Check Corrections (J-H)	12-Sep
Pre-Qual	Meet w/City Staff, Complete Pre-Qualification List (J-H)	13-Sep
Bid	Plans Released to Pre-Qualified Bidders (pdf) (J-H)	14-Sep
	Resubmit to City, Health, Fire (Meet w/Plan Checker)	15-Sep
	Bidders Review Plans (J-H)	16-Sep

City of Manhattan Beach

Joslyn Community Center, Manhattan Heights Community Center, Begg Pool Lockers & Showers

Andresen Architecture, Inc. 17087 Orange Way, Fontana, CA 92335 (909) 355-6688

Page 2 of 2 18-Jul-11

Arch. Proj. No.: 11-1295

		Date
	Week 9	
	Bidders Review Plans (J-H)	19-Sep
	Bidders Review Plans (J-H)	20-Sep
	Bidders Review Plans (J-H)	21-Sep
	Receive 2nd Plan Check Corrections From C/H/F (J-H)	22-Sep
	Complete Plan Check Corrections (J-H)	23-Sep
	Week 10	
	Resubmit to City, Health, Fire (Meet w/Plan Checker)	26-Sep
	Bidders Review Plans (J-H)	27-Sep
	Issue Addendum #1 (J-H)	28-Sep
	Bidders Review Plans (J-H)	29-Sep
	Bidders Review Plans (J-H)	30-Sep
	Week 11	
Approved	Bidders Review Plans (J-H)	3-Oct
	Bidders Review Plans (J-H)	4-Oct
	Plans Approved (J-H)	5-Oct
	Bidders Review Plans (J-H)	6-Oct
	Issue Addendum #2 (J-H)	7-Oct
	Week 12	
Bid Date	Bidders Review Plans (J-H)	10-Oct
	Bidders Review Plans (J-H)	11-Oct
	Bidders Review Plans (J-H)	12-Oct
	Receive Bids (J-H)	13-Oct
	Review Bids With City Staff (J-H)	14-Oct
	Week 13	
	City Staff Recommends Approval to Council (J-H)	17-Oct
	City Prepares Staff Report (J-H)	18-Oct
	Week 14	
	Receive 1st Plan Check Corrections From DSA (Begg)	24-Oct
	Complete Plan Check Corrections (Begg)	25-Oct
	Make Appointment for DSA Backcheck (Begg)	26-Oct
	Week 15	
Council	Council Approves Project (J-H)	1-Nov
	City Issues Notice of Intent To Apparent Low Bidder (J-H)	2-Nov
	Week 16	
	Contracts are Finalized (J-H)	11-Nov
	Week 17	
Const.	Contractor Receives Notice to Proceed (J-H) 61 Working Days (90 Calendar Days to NOC)	14-Nov
Approved	Plans Approved (Begg)	15-Nov
Bid	Plans Released to Pre-Qualified Bidders (pdf) (Begg)	16-Nov
	Bidders Review Plans (Begg)	14-Dec
Bid Date	Receive Bids (Begg)	15-Dec
	Review Bids With City Staff (Begg)	20-Dec
Council	Council Approves Project (Begg)	17-Jan
Sub Comp	Contractor Files Notice of Completion (J-H)	10-Feb
	City Accepts Project (Soft Opening) (J-H)	14-Feb
Const.	Contractor Receives Notice to Proceed (Begg) 40 Working Days (54 Calendar Days to NOC)	15-Feb
	Manhattan Heights and Joslyn Center Re-Open to Public	15-Feb
	Begg Pool Lockers Re-Open to Public	11-Apr

AGREEMENT

THIS AGREEMENT is made this 2nd day of August, 2011 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Andresen Architects, Inc., a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary for:

design of the Joslyn Center, Manhattan Heights Community Center, and Begg Pool Improvement Project;

2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.

1.1 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. Services to be Provided. The services to be provided hereunder shall be *those set forth in Exhibit "A", Scope of Work*, which is attached hereto and incorporated herein by this reference.

3. Compensation. CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed

One Hundred Twenty Eight Thousand, Nine Hundred Dollars and 00/100 cents (\$128,900.00)

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, *[payment shall be based on hourly rates in Exhibit "B"]*.

3.3 Expenses. CONSULTANT shall not be entitled to any additional compensation for expenses.

4. Professional Standards. CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. CONSULTANT shall complete all services required hereunder as and when directed by CITY *[as set forth in Exhibit "C"]*. However, CITY in its sole discretion, may extend the time for performance of any service.

6. Employees and Subcontractors. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. Insurance Requirements.

Indemnification. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONTRACTOR, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of

indemnification to be provided by CONTRACTOR. The obligations of this paragraph shall survive the termination of this Agreement.

7.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONSULTANT must have and maintain in place, all of the insurance coverages required in this Section 7. CONSULTANT'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONSULTANT shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 Coverages, Limits and Policy Requirements. CONSULTANT shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form

No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONSULTANT shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONSULTANT) ; or
- (2) CONSULTANT shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

7.4 Verification of Compliance. CONSULTANT shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONSULTANT shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Ownership of Work Product. All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. Conflict of Interest and Reporting. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONSULTANT is as follows:

Andresen Architecture, Inc.
17087 Orange Way
Fontana, CA 92335

b. Address of CITY is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

15. Consultant's Proposal. This Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. Licenses, Permits, and Fees. CONSULTANT shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. Familiarity with Work. By executing this Agreement, CONSULTANT warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. Time of Essence. Time is of the essence in the performance of this Agreement.

19. Limitations Upon Subcontracting and Assignment. Neither this Agreement, or any portion, shall be assigned by CONSULTANT without prior written consent of CITY.

20. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. Indemnification. CONSULTANT agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of CONSULTANT'S negligence,

willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

22. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.

23. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

25. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT

By



CITY OF MANHATTAN BEACH

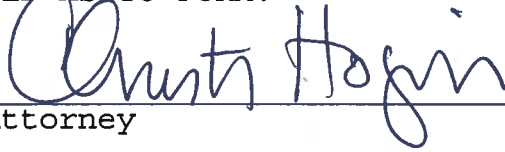
By

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Public Works Approval

PROPOSAL FOR ARCHITECTURAL SERVICES

Date: 20 July 2011

Revised

Project No.: 11-1295

Project Name: Manhattan Beach RFP (Remodel)

Client: City of Manhattan Beach

Contact: Mr. Ismael Medrano, Project Manager

Tel: (310) 802-5357

Email: imedrano@citymb.info

Mailing Address: 1400 Highland Avenue, Manhattan Beach, CA 90266

Site Address: Joslyn Center - 1601 Valley Drive, Manhattan Beach, CA 90266

Manhattan Heights Community Center - 1600 Manhattan Beach Boulevard, Manhattan Beach, CA 90266

Begg Pool - 1402 Peck Avenue, Manhattan Beach, CA 90266

We appreciate the opportunity to provide you with a Working Drawings proposal to remodel and improve the Joslyn Center, Manhattan Heights Community Center and Begg Pool including upgrading facilities and providing ADA compliance as identified in the RFP dated April 15th, 2011 for the projects located at the above referenced sites in Manhattan Beach, CA.

PROPOSAL SERVICES TO INCLUDE THE FOLLOWING SERVICES:

1. Provide Working Drawings. This includes, but is not limited to: Site Plan, Demo Plan, Floor Plan, Foundation Plan, Roof Plan, Framing Plans, Interior & Exterior Elevations, Sections, Structural Engineering, Electrical, Mechanical & Plumbing Plans, Energy Compliance Forms, and Book Form Specifications according to building code and owner's criteria and all necessary details to clearly communicate work involved.
2. Expediting plans through plan check and owner's review process including making revisions, as necessary, to obtain all required approvals.
3. Photocopies of progress prints and plan check prints.
4. Site visits to field verify conditions.
5. All telephone calls and facsimile transmissions.
6. Plan pick up and submittal.
7. Construction Administration to include: Shop Drawing Review, RFI's, Review Payment Request, and Punch List only. Weekly meetings not included. If requested by City, Additional site visits to be billed hourly.
8. Detailed Construction Cost Estimates
9. After final approval bid sets to be furnished to contractors in electronic format only (no hardcopies).
10. As-Built Drawings (redlines to be furnished by contractor) to be provided to City in AutoCad format.

SERVICES EXCLUDED: (The following is a list of services and/or information not included, but could be provided as an additional service).

1. All additional sets requested will be billed as reimbursable at \$2.50 per sheet.
2. Preliminary Plans for a Design Review Application, Radius Maps & Labels, Planning Commission Meetings, and Colored Renderings.
3. Precise Grading Plan, Civil Engineering, Erosion Control Plan, Hydrology Study, SWPPP, Street Improvement Plan, Construction Staking, Soils Report, Percolation Test, Landscape & Irrigation Plans, Fire Sprinkler Plan, Fire Alarm Plan, Fire Construction Plan, Fire Flow Test, Water Plan, Retaining/Wall Plan, Truss Calculations, Biological Survey, Radiologist Report, Title Reports, Grant Deeds, Storefront Calcs, Sign Plan, Lumber Lists/Material Take-Offs, City Business License (if required), Foundation Verification by Structural Engineer, Foundation Plan Review by Soil's Engineer, Post-Tensioned Slab Design. Structural observation, if required by Building Department, will be billed at \$500.00 per site visit.
4. LEED Documentation, Utility Design and layout beyond 5' of the building. Upgrade to the existing plumbing utilities due to either insufficient capacity or inadequate condition. Upgrade to the existing electrical service due to either insufficient capacity or inadequate condition. Construction contract bid negotiation process. Plumbing isometric drawings. Verifying locations of existing underground utilities which transit the site. Special effect lighting systems such as Stage Lighting and Building exterior enhancement. Low Voltage system design and equipment specifications including the following systems: A) Voice/Data, Network and Intercom systems. B) CCTV and Cable television systems. C) Building and site Fire alarm systems. D) Security and Access Control systems. E) Audio/Video and Music/paging systems.
5. Calculations and payments of Plan Check Fees, Building Permit Fees, Variance Fees, Notary Fees & and Material Sample Boards.
6. Additional re-design due to owner changes in scope or programming for Architectural, Electrical, Mechanical and Plumbing are to be billed at \$125.00 per hour for CAD drafting, and \$175.00 per hour for Principal Architect or Engineer.

WE PROPOSE TO PROVIDE COMPLETE WORKING DRAWINGS, AS OUTLINED ABOVE, ACCOMPANIED BY ALL APPROPRIATE DESIGN CALCULATIONS, & WET STAMPED BY CALIFORNIA LICENSED ARCHITECT FOR THE AMOUNT OF:

\$128,900.00

Fee Breakdown:

City of Manhattan Beach								
Joslyn Community Center, Manhattan Heights Community Center, Begg Pool Lockers & Showers								
Andresen Architecture, Inc. 17087 Orange Way, Fontana, CA 92335 (909) 355-6688								
3-Jun-11								
Arch. Proj. No.: 11-1295								
Description of Work	Hours				Fees			
	A/E	CAD	Tech	Total	A/E	CAD	Tech	Total
Confirm Record Drawings	8	0	0	8	1,400	0	0	1,400
Preliminary Arch Plans	24	100	4	128	4,200	12,500	400	17,100
Mechanical Plans	24	80	2	106	4,200	10,000	200	14,400
Plumbing Plans	32	60	2	94	5,600	7,500	200	13,300
Electrical Plans	48	60	6	114	8,400	7,500	600	16,500
Kitchen Consultant	12	24	2	38	2,100	3,000	200	5,300
Energy Compliance Forms	6	10	1	17	1,050	1,250	100	2,400
Green Code Compliance	2	4	1	7	350	500	100	950
Project Manual	16	0	16	32	2,800	0	1,600	4,400
Detailed Cost Estimate	16	0	0	16	2,800	0	0	2,800
Final Architectural Plans	48	160	12	220	8,400	20,000	1,200	29,600
Bidding	12	10	1	23	2,100	1,250	100	3,450
Construction Admin.	80	20	8	108	14,000	2,500	800	17,300
Totals	328	528	55	911	57,400	66,000	5,500	128,900

Legend	Rate
A/E = Licensed Architect or Engineer	175 \$/hr
CAD = Computer Aided Drafting	125 \$/hr
Tech = Executive Assistant	100 \$/hr

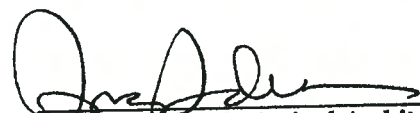
Signed proposal and initialled provisions page are required to start project. Working Drawings should be completed and ready within thirty (30) working days after receipt of signed proposal. Progress payments will be billed on a monthly basis, based on the percentage of work completed. Balance will be due when working drawings are complete and ready for initial plan check submittal.

Architect agrees to be held liable for errors and omissions in the project documents arising from the sole negligence of the Architect (see attached Provisions to Agreement). This agreement may be terminated by either party upon seven day's written notice, should the other party fail to substantially perform, in accordance with its terms through no fault of the party initiating the termination. This agreement entered into at: 17087 Orange Way, Fontana, CA 92335, as of the date written above. This proposal will remain valid for a period of one hundred twenty (120) days, at which time its terms may be subject to change.

Insurance Certificate can be provided for all policy coverage and limits prior to start of project.

I, Doug Andresen, declare that the only person(s), company or parties interested in the proposals as principals are named herein, the proposal is made without collusion with any other person(s), company or parties submitting the proposal; the proposal is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has full authority to bind the Consultant.

Mr. Ismael Medrano, Project Manager
 City of Manhattan Beach


 Doug Andresen, Principal Architect, c. 14504
 Andresen Architecture, Inc.

City of Manhattan Beach		
Joslyn Community Center, Manhattan Heights Community Center, Begg Pool Lockers & Showers		
Andresen Architecture, Inc. 17087 Orange Way, Fontana, CA 92335 (909) 355-6688		
Page 1 of 2	18-Jul-11	Arch. Proj. No.: 11-1295
	Week 1	Date
	Award Design Contract to Andresen Architecture, Inc.	25-Jul
	Meet w/City Staff & Verify Accuracy of Record Drawings (J-H)	26-Jul
	Revise Record Drawings as Necessary (J-H)	27-Jul
	Notify City of Conflicts & Questions (J-H)	28-Jul
	Prepare Revised Floor Plans (J-H)	29-Jul
	Week 2	
	Send Base Drawings to Consultants (J-H)	1-Aug
	Meet with City Staff to Review Plans (J-H)	2-Aug
Pre-Qual	Contractor Pre-Qualification Starts	3-Aug
	E-mail Progress Plans & Questions (J-H)	4-Aug
	Prepare Ceiling Plans & Outline Specs (J-H)	5-Aug
	Week 3	
	Prepare Interior Elevations / Sections (J-H)	8-Aug
	Meet with City Staff to Review Plans (J-H)	9-Aug
	Finalize Specifications (J-H)	10-Aug
	E-mail Progress Plans & Questions (J-H)	11-Aug
	Prepare Final Details (J-H)	12-Aug
	Week 4	
	Final Coordination with MEP (J-H)	15-Aug
	Meet w/City Staff & Building Official to Review Plans (J-H)	16-Aug
	Finalize Plans for Plan Check (J-H)	17-Aug
Plan Check	Submit Plans for Plan Check (Bldg / Health / Fire) (J-H)	18-Aug
	Begin work on Begg Pool	19-Aug
	Week 5	
	Send Base Drawings to Consultants (Begg)	22-Aug
	Meet with City Staff to Review Plans (Begg)	23-Aug
	Prepare Ceiling Plans & Outline Specs (Begg)	24-Aug
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Pre-Qual	Contractor Pre-Qualification Ends	26-Aug
	Week 6	
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City of Manhattan Beach

Joslyn Community Center, Manhattan Heights Community Center, Begg Pool Lockers & Showers

Andresen Architecture, Inc. 17087 Orange Way, Fontana, CA 92335 (909) 355-6688

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Arch. Proj. No.: 11-1295

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Bid Date	Bidders Review Plans (J-H)	10-Oct
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	Bidders Review Plans (J-H)	12-Oct
	Receive Bids (J-H)	13-Oct
	Review Bids With City Staff (J-H)	14-Oct
	Week 13	
	City Staff Recommends Approval to Council (J-H)	17-Oct
	City Prepares Staff Report (J-H)	18-Oct
	Week 14	
	Receive 1st Plan Check Corrections From DSA (Begg)	24-Oct
	Complete Plan Check Corrections (Begg)	25-Oct
	Make Appointment for DSA Backcheck (Begg)	26-Oct
	Week 15	
Council	Council Approves Project (J-H)	1-Nov
	City Issues Notice of Intent To Apparent Low Bidder (J-H)	2-Nov
	Week 16	
	Contracts are Finalized (J-H)	11-Nov
	Week 17	
Const.	Contractor Receives Notice to Proceed (J-H)	14-Nov
	61 Working Days (90 Calendar Days to NOC)	
Approved	Plans Approved (Begg)	15-Nov
Bid	Plans Released to Pre-Qualified Bidders (pdf) (Begg)	16-Nov
	Bidders Review Plans (Begg)	14-Dec
Bid Date	Receive Bids (Begg)	15-Dec
	Review Bids With City Staff (Begg)	20-Dec
Council	Council Approves Project (Begg)	17-Jan
Sub Comp	Contractor Files Notice of Completion (J-H)	10-Feb
	City Accepts Project (Soft Opening) (J-H)	14-Feb
Const.	Contractor Receives Notice to Proceed (Begg)	15-Feb
	40 Working Days (54 Calendar Days to NOC)	
	Manhattan Heights and Joslyn Center Re-Open to Public	15-Feb
	Begg Pool Lockers Re-Open to Public	11-Apr

AGREEMENT

THIS AGREEMENT is made this 2nd day of August, 2 011 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Andresen Architects, Inc., a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary for:

design of the Joslyn Center, Manhattan Heights Community Center, and Begg Pool Improvement Project;
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.
 - 1.1 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:
 - (1) promptly discontinue all services affected (unless the notice directs otherwise); and
 - (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.
2. Services to be Provided. The services to be provided hereunder shall be *those set forth in Exhibit "A", Scope of Work*, which is attached hereto and incorporated herein by this reference.

3. Compensation. CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed

One Hundred Twenty Eight Thousand, Nine Hundred Dollars and 00/100 cents (\$128,900.00)

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, **[payment shall be based on hourly rates in Exhibit "B"]**.

3.3 Expenses. CONSULTANT shall not be entitled to any additional compensation for expenses.

4. Professional Standards. CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. CONSULTANT shall complete all services required hereunder as and when directed by CITY **[as set forth in Exhibit "C"]**. However, CITY in its sole discretion, may extend the time for performance of any service.

6. Employees and Subcontractors. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. Insurance Requirements.

Indemnification. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONTRACTOR, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of

indemnification to be provided by CONTRACTOR. The obligations of this paragraph shall survive the termination of this Agreement.

7.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONSULTANT must have and maintain in place, all of the insurance coverages required in this Section 7. CONSULTANT'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONSULTANT shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 Coverages, Limits and Policy Requirements. CONSULTANT shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form

No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONSULTANT shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONSULTANT) ; or
- (2) CONSULTANT shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

7.4 Verification of Compliance. CONSULTANT shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONSULTANT shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Ownership of Work Product. All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. Conflict of Interest and Reporting. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONSULTANT is as follows:

Andresen Architecture, Inc.
17087 Orange Way
Fontana, CA 92335

b. Address of CITY is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

15. **Consultant's Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Licenses, Permits, and Fees.** CONSULTANT shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement, or any portion, shall be assigned by CONSULTANT without prior written consent of CITY.

20. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. **Indemnification.** CONSULTANT agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of CONSULTANT'S negligence,

willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

22. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.

23. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

25. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT

By



CITY OF MANHATTAN BEACH

By

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Public Works Approval

PROPOSAL FOR ARCHITECTURAL SERVICES

Date: 20 July 2011

Revised

Project No.: 11-1295

Project Name: Manhattan Beach RFP (Remodel)

Client: City of Manhattan Beach

Contact: Mr. Ismael Medrano, Project Manager

Tel: (310) 802-5357

Mailing Address: 1400 Highland Avenue, Manhattan Beach, CA 90266

Email: imedrano@citymb.info

Site Address: Joslyn Center - 1601 Valley Drive, Manhattan Beach, CA 90266

Manhattan Heights Community Center - 1600 Manhattan Beach Boulevard, Manhattan Beach, CA 90266

Begg Pool - 1402 Peck Avenue, Manhattan Beach, CA 90266

We appreciate the opportunity to provide you with a Working Drawings proposal to remodel and improve the Joslyn Center, Manhattan Heights Community Center and Begg Pool including upgrading facilities and providing ADA compliance as identified in the RFP dated April 15th, 2011 for the projects located at the above referenced sites in Manhattan Beach, CA.

PROPOSAL SERVICES TO INCLUDE THE FOLLOWING SERVICES:

1. Provide Working Drawings. This includes, but is not limited to: Site Plan, Demo Plan, Floor Plan, Foundation Plan, Roof Plan, Framing Plans, Interior & Exterior Elevations, Sections, Structural Engineering, Electrical, Mechanical & Plumbing Plans, Energy Compliance Forms, and Book Form Specifications according to building code and owner's criteria and all necessary details to clearly communicate work involved.
2. Expediting plans through plan check and owner's review process including making revisions, as necessary, to obtain all required approvals.
3. Photocopies of progress prints and plan check prints.
4. Site visits to field verify conditions.
5. All telephone calls and facsimile transmissions.
6. Plan pick up and submittal.
7. Construction Administration to include: Shop Drawing Review, RFI's, Review Payment Request, and Punch List only. Weekly meetings not included. If requested by City, Additional site visits to be billed hourly.
8. Detailed Construction Cost Estimates
9. After final approval bid sets to be furnished to contractors in electronic format only (no hardcopies).
10. As-Built Drawings (redlines to be furnished by contractor) to be provided to City in AutoCad format.

SERVICES EXCLUDED: (The following is a list of services and/or information not included, but could be provided as an additional service).

1. All additional sets requested will be billed as reimbursable at \$2.50 per sheet.
2. Preliminary Plans for a Design Review Application, Radius Maps & Labels, Planning Commission Meetings, and Colored Renderings.
3. Precise Grading Plan, Civil Engineering, Erosion Control Plan, Hydrology Study, SWPPP, Street Improvement Plan, Construction Staking, Soils Report, Percolation Test, Landscape & Irrigation Plans, Fire Sprinkler Plan, Fire Alarm Plan, Fire Construction Plan, Fire Flow Test, Water Plan, Retaining/Wall Plan, Truss Calculations, Biological Survey, Radiologist Report, Title Reports, Grant Deeds, Storefront Calcs, Sign Plan, Lumber Lists/Material Take-Offs, City Business License (if required), Foundation Verification by Structural Engineer, Foundation Plan Review by Soil's Engineer, Post-Tensioned Slab Design. Structural observation, if required by Building Department, will be billed at \$500.00 per site visit.
4. LEED Documentation, Utility Design and layout beyond 5' of the building. Upgrade to the existing plumbing utilities due to either insufficient capacity or inadequate condition. Upgrade to the existing electrical service due to either insufficient capacity or inadequate condition. Construction contract bid negotiation process. Plumbing isometric drawings. Verifying locations of existing underground utilities which transit the site. Special effect lighting systems such as Stage Lighting and Building exterior enhancement. Low Voltage system design and equipment specifications including the following systems: A) Voice/Data, Network and Intercom systems. B) CCTV and Cable television systems. C) Building and site Fire alarm systems. D) Security and Access Control systems. E) Audio/Video and Music/paging systems.
5. Calculations and payments of Plan Check Fees, Building Permit Fees, Variance Fees, Notary Fees & and Material Sample Boards.
6. Additional re-design due to owner changes in scope or programming for Architectural, Electrical, Mechanical and Plumbing are to be billed at \$125.00 per hour for CAD drafting, and \$175.00 per hour for Principal Architect or Engineer.

WE PROPOSE TO PROVIDE COMPLETE WORKING DRAWINGS, AS OUTLINED ABOVE, ACCOMPANIED BY ALL APPROPRIATE DESIGN CALCULATIONS, & WET STAMPED BY CALIFORNIA LICENSED ARCHITECT FOR THE AMOUNT OF: \$128,900.00

Fee Breakdown:

City of Manhattan Beach								
Joslyn Community Center, Manhattan Heights Community Center, Begg Pool Lockers & Showers								
Andresen Architecture, Inc. 17087 Orange Way, Fontana, CA 92335 (909) 355-6688								
3-Jun-11 Arch. Proj. No.: 11-1295								
Description of Work	Hours				Fees			
	A/E	CAD	Tech	Total	A/E	CAD	Tech	Total
Confirm Record Drawings	8	0	0	8	1,400	0	0	1,400
Preliminary Arch Plans	24	100	4	128	4,200	12,500	400	17,100
Mechanical Plans	24	80	2	106	4,200	10,000	200	14,400
Plumbing Plans	32	60	2	94	5,600	7,500	200	13,300
Electrical Plans	48	60	6	114	8,400	7,500	600	16,500
Kitchen Consultant	12	24	2	38	2,100	3,000	200	5,300
Energy Compliance Forms	6	10	1	17	1,050	1,250	100	2,400
Green Code Compliance	2	4	1	7	350	500	100	950
Project Manual	16	0	16	32	2,800	0	1,600	4,400
Detailed Cost Estimate	16	0	0	16	2,800	0	0	2,800
Final Architectural Plans	48	160	12	220	8,400	20,000	1,200	29,600
Bidding	12	10	1	23	2,100	1,250	100	3,450
Construction Admin.	80	20	8	108	14,000	2,500	800	17,300
Totals	328	528	55	911	57,400	66,000	5,500	128,900

Legend	Rate
A/E = Licensed Architect or Engineer	175 \$/hr
CAD = Computer Aided Drafting	125 \$/hr
Tech = Executive Assistant	100 \$/hr


Signed proposal and initialled provisions page are required to start project. Working Drawings should be completed and ready within thirty (30) working days after receipt of signed proposal. Progress payments will be billed on a monthly basis, based on the percentage of work completed. Balance will be due when working drawings are complete and ready for initial plan check submittal.

Architect agrees to be held liable for errors and omissions in the project documents arising from the sole negligence of the Architect (see attached Provisions to Agreement). This agreement may be terminated by either party upon seven day's written notice, should the other party fail to substantially perform, in accordance with it terms through no fault of the party initiating the termination. This agreement entered into at: 17087 Orange Way, Fontana, CA 92335, as of the date written above. This proposal will remain valid for a period of one hundred twenty (120) days, at which time its terms may be subject to change.

Insurance Certificate can be provided for all policy coverage and limits prior to start of project.

I, Doug Andresen, declare that the only person(s), company or parties interested in the proposals as principals are named herein, the proposal is made without collusion with any other person(s), company or parties submitting the proposal; the proposal is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has full authority to bind the Consultant.

Mr. Ismael Medrano, Project Manager
 City of Manhattan Beach


 Doug Andresen, Principal Architect, c. 14504
 Andresen Architecture, Inc.

City of Manhattan Beach		
Joslyn Community Center, Manhattan Heights Community Center, Begg Pool Lockers & Showers		
Andresen Architecture, Inc. 17087 Orange Way, Fontana, CA 92335 (909) 355-6688		
Page 1 of 2	18-Jul-11	Arch. Proj. No.: 11-1295
	Week 1	Date
	Award Design Contract to Andresen Architecture, Inc.	25-Jul
	Meet w/City Staff & Verify Accuracy of Record Drawings (J-H)	26-Jul
	Revise Record Drawings as Necessary (J-H)	27-Jul
	Notify City of Conflicts & Questions (J-H)	28-Jul
	Prepare Revised Floor Plans (J-H)	29-Jul
	Week 2	
	Send Base Drawings to Consultants (J-H)	1-Aug
	Meet with City Staff to Review Plans (J-H)	2-Aug
Pre-Qual	Contractor Pre-Qualification Starts	3-Aug
	E-mail Progress Plans & Questions (J-H)	4-Aug
	Prepare Ceiling Plans & Outline Specs (J-H)	5-Aug
	Week 3	
	Prepare Interior Elevations / Sections (J-H)	8-Aug
	Meet with City Staff to Review Plans (J-H)	9-Aug
	Finalize Specifications (J-H)	10-Aug
	E-mail Progress Plans & Questions (J-H)	11-Aug
	Prepare Final Details (J-H)	12-Aug
	Week 4	
	Final Coordination with MEP (J-H)	15-Aug
	Meet w/City Staff & Building Official to Review Plans (J-H)	16-Aug
	Finalize Plans for Plan Check (J-H)	17-Aug
Plan Check	Submit Plans for Plan Check (Bldg / Health / Fire) (J-H)	18-Aug
	Begin work on Begg Pool	19-Aug
	Week 5	
	Send Base Drawings to Consultants (Begg)	22-Aug
	Meet with City Staff to Review Plans (Begg)	23-Aug
	Prepare Ceiling Plans & Outline Specs (Begg)	24-Aug
	E-mail Progress Plans & Questions (Begg)	25-Aug
Pre-Qual	Contractor Pre-Qualification Ends	26-Aug
	Week 6	
	Prepare Interior Elevations / Sections (Begg)	29-Aug
	Meet with City Staff to Review Plans (Begg)	30-Aug
	Finalize Specifications (Begg)	31-Aug
	E-mail Progress Plans & Questions (Begg)	1-Sep
	Prepare Final Details (Begg)	2-Sep
	Week 7	
	Final Coordination with MEP (Begg)	5-Sep
	Meet with City Staff to Review Plans (Begg)	6-Sep
Plan Check	Submit Begg Pool Plans for Plan Check (DSA)	7-Sep
	Receive 1st Plan Check Corrections From City (J-H)	8-Sep
	Complete Plan Check Corrections (J-H)	9-Sep
	Week 8	
	Complete Plan Check Corrections (J-H)	12-Sep
Pre-Qual	Meet w/City Staff, Complete Pre-Qualification List (J-H)	13-Sep
Bid	Plans Released to Pre-Qualified Bidders (pdf) (J-H)	14-Sep
	Resubmit to City, Health, Fire (Meet w/Plan Checker)	15-Sep
	Bidders Review Plans (J-H)	16-Sep

City of Manhattan Beach		
Joslyn Community Center, Manhattan Heights Community Center, Begg Pool Lockers & Showers		
Andresen Architecture, Inc. 17087 Orange Way, Fontana, CA 92335 (909) 355-6688		
Page 2 of 2	18-Jul-11	Arch. Proj. No.: 11-1295
	Week 9	Date
	Bidders Review Plans (J-H)	19-Sep
	Bidders Review Plans (J-H)	20-Sep
	Bidders Review Plans (J-H)	21-Sep
	Receive 2nd Plan Check Corrections From C/H/F (J-H)	22-Sep
	Complete Plan Check Corrections (J-H)	23-Sep
	Week 10	
	Resubmit to City, Health, Fire (Meet w/Plan Checker)	26-Sep
	Bidders Review Plans (J-H)	27-Sep
	Issue Addendum #1 (J-H)	28-Sep
	Bidders Review Plans (J-H)	29-Sep
	Bidders Review Plans (J-H)	30-Sep
	Week 11	
Approved	Bidders Review Plans (J-H)	3-Oct
	Bidders Review Plans (J-H)	4-Oct
	Plans Approved (J-H)	5-Oct
	Bidders Review Plans (J-H)	6-Oct
	Issue Addendum #2 (J-H)	7-Oct
	Week 12	
Bid Date	Bidders Review Plans (J-H)	10-Oct
	Bidders Review Plans (J-H)	11-Oct
	Bidders Review Plans (J-H)	12-Oct
	Receive Bids (J-H)	13-Oct
	Review Bids With City Staff (J-H)	14-Oct
	Week 13	
	City Staff Recommends Approval to Council (J-H)	17-Oct
	City Prepares Staff Report (J-H)	18-Oct
	Week 14	
	Receive 1st Plan Check Corrections From DSA (Begg)	24-Oct
	Complete Plan Check Corrections (Begg)	25-Oct
	Make Appointment for DSA Backcheck (Begg)	26-Oct
	Week 15	
Council	Council Approves Project (J-H)	1-Nov
	City Issues Notice of Intent To Apparent Low Bidder (J-H)	2-Nov
	Week 16	
	Contracts are Finalized (J-H)	11-Nov
	Week 17	
Const.	Contractor Receives Notice to Proceed (J-H) 61 Working Days (90 Calendar Days to NOC)	14-Nov
Approved	Plans Approved (Begg)	15-Nov
Bid	Plans Released to Pre-Qualified Bidders (pdf) (Begg)	16-Nov
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Bid Date	Receive Bids (Begg)	15-Dec
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Const.	Contractor Receives Notice to Proceed (Begg) 40 Working Days (54 Calendar Days to NOC)	15-Feb
	Manhattan Heights and Joslyn Center Re-Open to Public	15-Feb
	Begg Pool Lockers Re-Open to Public	11-Apr