

## DRAFT CONTRACT

between The City of Pasadena, California, hereinafter called "the City" and a Joint Venture of the Center for Environmental Structure, Berkeley, California (Christopher Alexander, Representative), Daniel Solomon and Associates, San Francisco, California, and Phoebe Wall AIA, Altadena, California, this joint venture hereinafter called "the Architect", for the creation of an amendment to the Pasadena zoning ordinance.

### ARTICLE 1 - PROJECT SUMMARY

The intention of the project is to provide the the City of Pasadena with a revised or amended zoning ordinance, that will cover all multi family housing now included in RM16, RM32 and RM48 zones.

The Architect will study the existing ordinance, study the impact of existing ordinance on Pasadena, recommend criteria for improvement of the existing multi-family housing, prepare case study designs of revised units, and prepare for study by the city, a first draft of a new revised zoning ordinance for multi-family housing.

### ARTICLE 2 - FORMAT OF THE JOINT VENTURE

The project will be done jointly by three principals: Christopher Alexander, Daniel Solomon, and Phoebe Wall.

50% of the work will be done by CES and staff (Christopher Alexander directing) and 50% will be done by Daniel Solomon/Phoebe Wall and staff.

Precise division of work will be decided by principals. There will be no cut-and-dried division of labor, since we expect to get the best results if both groups take part in all phases of the work. Details of day to day work will be divided between the teams in a manner to be settled by the principals.

### ARTICLE 3 - SCOPE OF WORK

The Architect will prepare a draft ordinance or ordinance amendment for multi-family housing, which will cover the housing in the present RM16, RM32 and RM48 districts.

The work of preparing this document will be divided into three overlapping phases.

#### 3.1. PRELIMINARIES (1 month)

Field study to identify the characteristics of an ideal Pasadena form of multi-family housing, and, study to classify existing projects according to density, location, and neighborhood character

#### 3.2. PREPARATION OF EXAMPLES (3 months)

Prepare a maximum of 25 case-study designs, to cover the range of classifications and types of multi-family housing, with study of ordinance rules that will generate these examples. Choice of case studies will be made by Architect.

#### 3.3. DRAFT ORDINANCE AMENDMENT (2 months)

Draft and prepare a working document for the new ordinance or ordinance amendment. The document will be supplied as a typed original, with camera ready paste-ups of all illustrations.

ARTICLE 4 - MEETINGS AND WORKSHOPS INCLUDED IN THE BASE FEE

As part of the work, the Architect will attend the following meetings and/or workshops as required by the City.

(a) Twelve meetings with task force, subcommittees of task force, and/or individual members of the task force. Christopher Alexander will attend four of these meetings, Daniel Solomon will attend four of these meetings, and Phoebe Wall will attend twelve of these meetings.

(b) Two presentation meetings with the City Board.

Any additional meetings requested by the City, or done at the Architects request and agreed to by the City, will be considered as additional services, and will be paid extra according to articles 8 and 9.

ARTICLE 5 - ARCHITECTS FEE.

For the work defined in articles 3 and 4, the Architect will receive \$124,000. This fee will be paid according to the schedule set forth in article 10.

Any additional services will be paid according to the provisions of article 8.

ARTICLE 6 - PAYMENT SCHEDULE

Payment of the Architects fee of 124,000 will be made in eight lump-sum payments of a retainer, six equal monthly progress payments, and a final payment, to be paid on a regular schedule as follows:

Schedule of payments will be:

Retainer, on signing of contract	15,500
Month 1	15,500
Month 2	15,500
Month 3	15,500
Month 4	15,500
Month 5	15,500
Month 6	15,500
Delivery of draft ordinance	15,500

Each payment will be made in three parts as follows:

(a) One check to Center for Environmental Structure in the amount of	7,312.50
(b) One check to Daniel Solomon and Associates in the amount of	6,562.50
(c) One check to Phoebe Wall in the amount of	1,625.00

#### ARTICLE 7 - REIMBURSABLE EXPENSES

The following items are to be reimbursed upon presentation of bills to the City.

- (a) All travel to and from Pasadena, including air tickets, ground transportation and hotel expenses for overnight stays.
- (b) All reproductions of drawings and prints of drawings or documents.
- (c) Mailing and postage charges.
- (d) Telephone and mileage charges connected with the project, with mileage charged at .27/mile.
- (e) Materials for any models or construction mockups made by the architect to study the design.
- (f) Costs in connection with the reproduction of copies and illustrations for the draft ordinance booklet.

Total reimbursable expenses are not to exceed \$27,400. In the event legitimate reimbursables exceed this amount, the Architect will renegotiate this figure.

Reimbursable expenses charged before February 15 1987 are on separate purchase orders, and are not included in these figures.

#### ARTICLE 8 - LONG DISTANCE TELEPHONE CHARGES

The City will provide the architect with a billing number for long distance calls that are made in connection with the project.

#### ARTICLE 9 - ADDITIONAL SERVICES

Any work not included in articles 3 and 4, will be billed separately.

Specifically, it has been provided that the Architect will attend eight public meetings which will include five day-long workshops with public groups (including CA,DS, and/or PW) and three evening meetings, one each with Planning Commission, Cultural Heritage Commission, and Community Development Commission. The City will pay a flat fee of 19,000 for these eight meetings, at a rate of 2375 per meeting, payment to be made on receipt of bills. For each meeting less than eight, there will be a deduct of 2375 per meeting from the total of 19,000.

#### ARTICLE 10. FURTHER ADDITIONAL SERVICES

The fee of 124,000 is based on the assumption that the City requires work of the scope and cost defined in articles 3, 4 and 9.

If, during the development of the project, the amount of work required by the City, or the scope of services increases in any way beyond that specified in articles 3 and 9, it is agreed that the total fee will be increased by renegotiation.

Whether or not such renegotiation occurs, the architect will be paid for any services authorised by the City representative, that are provided beyond those agreed to in articles 3 and 9. In this case, hourly rates will be charged as follows:

CA 85/hr  
DS 85/hr  
PW 85/hr  
CES staff 55/hr  
DS staff 55/hr

The process of seeking community approval, with consequent revisions, is specifically not included in the work of articles 3 or 9. If such work is undertaken, it will fall under the provisions of this article.

The following services, if called for, will also be charged to the city as additional services.

- (a) Time taken for special presentations, press conferences, boards of appeals etc.
- (b) Presentation models, if required by the client.

#### ARTICLE 11 - LATE PAYMENT OF BILLS.

Payment of fees, and reimbursable expenses will be made within 15 days of receipt of bills.

In the event the architect does not receive the agreed on compensation for services rendered on the date such compensation is due, the architect may, after giving seven (7) days written notice, suspend services under this contract.

## ARTICLE 12 - DELIVERABLE TEXT

As final document for completion of this project, the architect will prepare a document, which will be a draft ordinance for multifamily housing, and will either replace, or be attached to, the present sections on RM16, RM32 and RM48.

Original of draft ordinance to be supplied as typed copy, with paste-up, finished art, camera ready. Three bound xerox copies to be supplied, additional printing and binding not included.

Both parties agree that the delivered document will be a draft, which may need further work, before implementation or incorporation into law. Revisions to the draft document will be done as additional services.

This text will be delivered in three copies, with an original suitable for reproduction.

## ARTICLE 13 - ROLE OF THE TASK FORCE

This work is done in the context of work done during the last year by the Multi Family Task force, and will be done in consultation with this task force, including review and discussion with the task force.

## ARTICLE 14 - CITY REPRESENTATIVE

For purposes of administering this contract, the City of Pasadena will be represented by a single person to be designated as the city representative. The City representative will be ..... (to be decided before signing)

ARTICLE 15 - ACCESS TO TASK FORCE MEMBERS

It is a condition of our agreement that the City enter into a separate agreement with individual task force members, so that detailed information regarding housing types and housing economics and construction cost can be made freely available to the Architect.

The City will reimburse task force members for preparation of data required by the architect.

ARTICLE 16. CITY'S OBLIGATIONS.

The City will provide the following services as needed, when appropriate. These services are to be performed by professionals selected by the architect and approved by the City's representative.

(a) Maps, drawings and data for the city. Contact person for this information will be the City representative, who will be responsible for providing information requested.

(b) Visits, meetings and arrangements which pertain to the obtaining of permits, and/or coordination with any city or county agencies involved.

(c) Organisation of meetings, information with groups, and any actions needed to expedite the city's involvement in the work.

(d) Cost estimate consultant. City will provide a cost estimate consultant for case study prototypes, as requested by the Architect.



## ARTICLE 17 - PUBLICATION RIGHTS

Rights to publication of any and all materials produced as part of this contract remain with the Architect.

## ARTICLE 18 - TIMELY EXECUTION OF CONTRACT

If the project proceeds smoothly, it will be possible to perform these tasks in the time allocated for them. There are, however, conditions outside the Architect's control, which could make completion of this work impossible without additional fees. The assumptions on which this proposal is based are the following:

1. The work will progress more or less continuously and be completed in 1987. If the work is delayed into 1988, additional fees will be required.
2. There will be no major revisions to the planning concept after the commencement of task 3.3 of article 3. Revisions will constitute additional services.
3. City consultants, city staff, and multi-family housing task force members will be accessible when needed. The work will not be delayed by lack of information.
4. Revisions to the Architect's work, or additional documentation, based on community response will constitute additional services. Community meetings beyond those required to present the plan will constitute additional services.

ARTICLE 19 - CITY'S RIGHT OF REVIEW

(a) The City always reserves the right to review the Architect's work in progress.

(b) The City may terminate this Contract with the Architect, by providing one months written notice to the architect.

(c) If the City desires to terminate the contract at any stage before completion, he will then be obliged to pay the fee for work completed till that date, including the one months of notice time, together with any additional amounts owing for work begun on other stages.

ARTICLE 20 - ADDENDA

The City and the Architect agree that when matters not described in the contract or unexpected situations arise, they will then deliberate together in good faith each time to solve it.

All the particulars agreed upon after deliberation will be drawn up as an addendum to this contract and signed by both parties.

The addenda as one body with the contract will make a binding commitment for both City and Architect.

ARTICLE 21. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the actual or alleged breach hereof, or the rights, duties or obligations of the parties hereto, shall be settled by arbitration conducted in the City of San Francisco in accordance with, and by an arbitrator appointed pursuant to, the rules of the American Arbitration Association in effect at the time, and judgement upon the award rendered pursuant thereto may be entered in any court having jurisdiction thereof.

ARTICLE 22. ATTORNEYS FEES.

In the event of arbitration, or in the event that either party files suit to enforce the provisions of this contract, the prevailing party shall be entitled to a reasonable attorney's fee as cost of suit, to be fixed by the Court.

ARTICLE 23 - JURISDICTION

The Client and the Architect agree that the jurisdiction will be in San Francisco for all disputes arising from this contract.

Dated:

Signed: City of Pasadena

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Representative

Center for Environmental Structure

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Christopher Alexander Representative

Daniel Solomon/Phoebe Wall

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Daniel Solomon Representative

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Phoebe Wall Representative