



# Building A Better Long Beach

October 20, 2008

REDEVELOPMENT AGENCY BOARD MEMBERS  
City of Long Beach  
California

## RECOMMENDATION:

Approve and authorize the Executive Director to enter into a contract with ValleyCrest Landscape Development, Inc. (dba HRP Studio) in an amount not to exceed \$522,126 for design services and final working drawings for the north and south blocks of The Promenade, the WPA mural site, and Victory Park, as part of the Promenade Open Space Master Plan. (Downtown - Districts 1, 2)

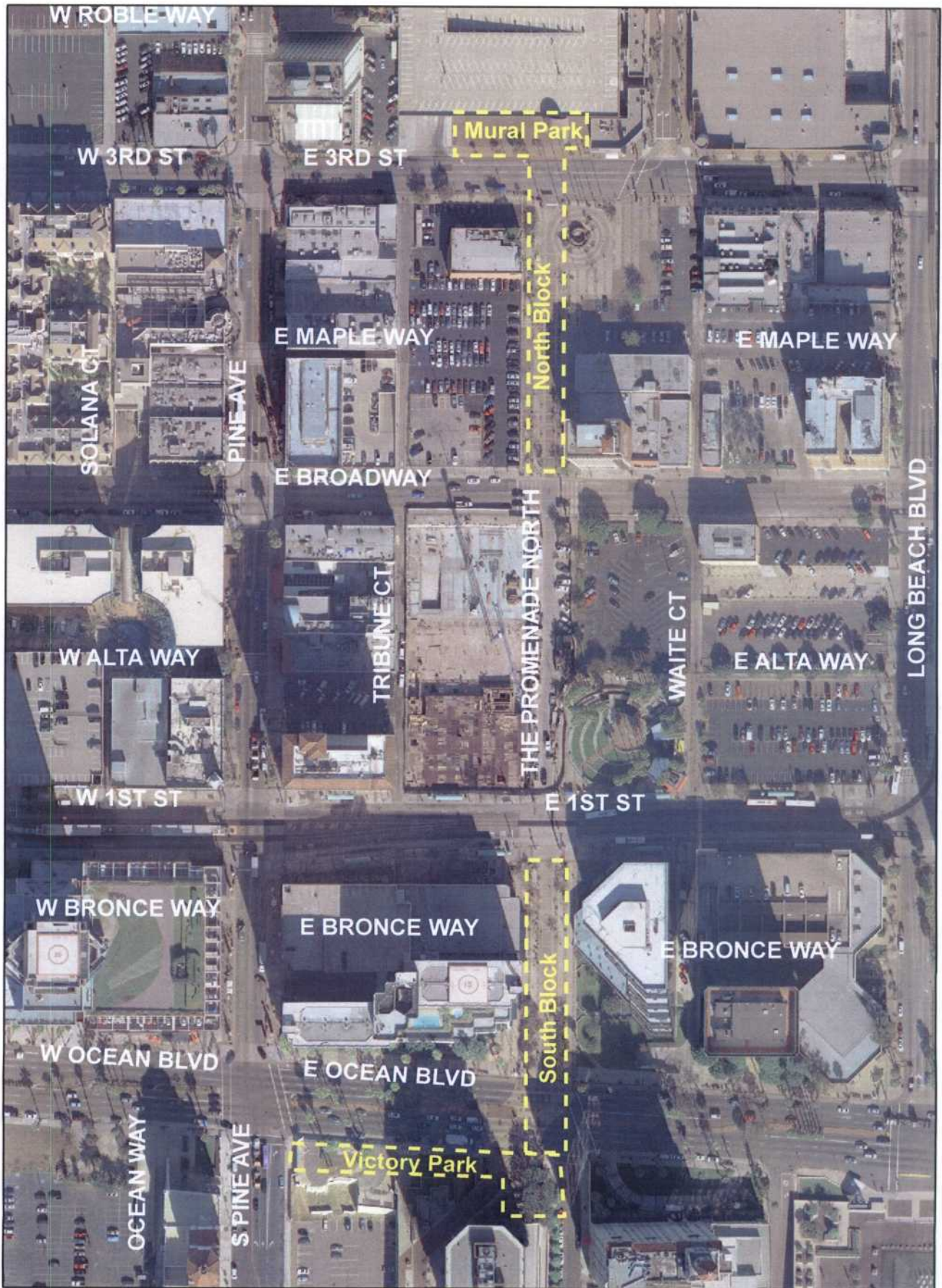
## DISCUSSION

The Promenade Open Space Master Plan (Plan), designed by Jon Cicchetti Landscape Architects, was approved by the Redevelopment Agency (Agency) on April 19, 2007, and by the Planning Commission at their meeting on May 3, 2007. The Plan incorporates design elements such as hardscape, landscaping, lighting, seating, outdoor dining, and public art on the three-block pedestrian Promenade from Ocean Boulevard to Third Street. The mid-block improvements, from First Street to Broadway, are currently under construction with a projected completion date for the linear pedestrian path in November 2008.

In an effort to expedite the completion of the overall Plan improvements, it is recommended that the Agency moves forward with the completion of design development and the preparation of construction drawings for the remaining portions of The Promenade, which includes the north block between Broadway and Third Street, the WPA Mural park area north of Third Street, the south block between Ocean Boulevard and First Street, and a portion of Victory Park on The Promenade south of Ocean Boulevard (Exhibit A).

Based on the approved Plan, ValleyCrest Landscape Development, Inc. (dba HRP Studio) (Consultant), has submitted a proposal (Exhibit B) for the preparation of design development plans that will delineate all site construction elements and general planting concepts, and final working drawings and construction plans in sufficient form and detail to facilitate the bid and construction of the improvements by a knowledgeable and experienced general contractor.

# Exhibit A



## Exhibit B



**HRP**Studio

ValleyCrest DesignGroup

3242 Halladay Street, Suite 203  
Santa Ana, CA 92705

T/ 1.714.557.5852 F/ 1.714.557.7621

VCDesignGroup.com

September 16, 2008  
September 29, 2008  
**Revised October 6, 2008**

Ms. Amy Bodek, AICP  
Long Beach Redevelopment Agency  
333 W. Ocean Blvd. 3<sup>rd</sup> Floor  
Long Beach, Ca 90802

Re: Long Beach Promenade  
North Block Area, South Block Area, Mural Park  
and Victory Park  
Landscape Architectural Services

Dear Amy:

We are pleased to submit the following Service Fee Proposal for providing Landscape Architectural Services for the Long Beach Promenade North Block Area, South Block Area, Mural Park and Victory Park.

We have based our Proposal on The Master Conceptual Plans prepared by Jon David Cicchetti Landscape Architect and our past project experience working on the Mid Block and others in the City of Long Beach.

We are excited about the prospect of providing Planning and Landscape Architectural services for the Long Beach Promenade. Please find attached our Proposal for our services. Please find attached our Exhibit 'A' Proposal, Exhibit 'B' General Terms and Conditions, and Exhibit 'C' Scope of Work for our services.

Following approval of this Proposal, we will begin our services by attending the Owner Orientation Meeting. If you have any questions regarding the content of this Proposal, please contact our Metro Design Center office.

Cordially,

ValleyCrest Landscape Development, Inc. dba  
HRP Studio  
A California Corporation

Glen P. Sharrar  
Senior Principal

James B. Hogan  
Senior Vice President



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**PROPOSAL FOR DESIGN SERVICES**

between

ValleyCrest Landscape Development, Inc. d.b.a.  
HRP Studio  
(Herein Referred to as Consultant)

and

Long Beach Redevelopment Agency  
(Herein Referred to as Client)  
333 West Ocean Boulevard, 3<sup>rd</sup> Floor  
Long Beach, CA 90802

Project Name: Long Beach Promenade – North Block Area, South Block Area, Mural Park and Victory Park

Project Location: Long Beach, California

In addition, the scope of services herein referred to as Exhibit 'A' shall be subject to the attached General Terms and Conditions, Exhibit 'B', and Scope of Work Exhibit 'C'.

We thank you for the opportunity to be of service to you and pledge to you, our very best efforts for an outstanding, successful project together.

Client:

Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: HRP Studio *only*

Signature: *James B. Hogan* \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: James B. Hogan

Title: Senior Vice President



Exhibit 'A'  
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**Long Beach Promenade – North Block Area, South Block Area, Mural Park and Victory Park**

**I. GENERAL SCOPE OF SERVICES AND SCOPE OF WORK LANDSCAPE ARCHITECTURE (HRP STUDIO - CONSULTANT):**

A. General Scope of Services:

Our services will begin by attending a design team orientation meeting. Based on input received, we will then prepare Design Development Plans. Following Client approval, we will prepare Working Drawings for Agency Submittal purposes. Followed by Client and Agency input, we will then provide a Final Working Drawings plan package, bid assistance and field observation services for construction purposes.

Note: Specifically excluded from our scope of services are the following:

1. Geotechnical Structural Soils Report (Provided by City)
2. Site Graphics and Signage
3. Site Security Systems
4. City of Long Beach Artist Selection

B. Scope of Work:

Our project Site Development documents will include the Promenade North Block area, South Block area, Mural Park and Victory Park. (Per Exhibit 'C')

1. Promenade North Block:
  - a. Pedestrian and Vehicular Concrete flatwork
  - b. Pedestrian Sight Lighting Design (By Electrical Consultant)
  - c. Promenade Gateway Signage Structure
  - d. Retractable Bollards (Manufacturer Specification)
  - e. Site Furnishings (Catalog Specification)
  - f. Poured in Place Concrete Seat Cubes
  - g. Irrigation
  - h. Planting
  - i. Artist Coordination



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2. Promenade South Block:
  - a. Pedestrian and Vehicular Concrete Flatwork
  - b. Pedestrian Sight Lighting Design (By Electrical Consultant)
  - c. Promenade Gateway Signage Structure
  - d. Retractable Bollards (Manufacturer Specification)
  - e. Site Furnishings (Catalog Specification)
  - f. Poured in Place Concrete Seat Cubes
  - g. Irrigation
  - h. Planting
  - i. Artist Coordination
  
3. Mural Park North of Third Street:
  - a. Pedestrian Concrete flatwork
  - b. Pedestrian Sight Lighting Design (By Electrical Consultant)
  - c. Parking Structure Entry Arbor
  - d. Site Furnishings (Catalog Specification)
  - e. Poured in Place Concrete Seat Cubes
  - f. Irrigation
  - g. Planting
  - h. Vine Trellis on Parking Structure
  - i. Artist Coordination
  - j. Tensile Shade Structures
  
4. Victory Park South of Ocean Boulevard
  - a. Pedestrian and Vehicular Concrete flatwork
  - b. Pedestrian Sight Lighting Design (By Electrical Consultant)
  - c. Site Furnishings (Catalog Specification)
  - d. Poured in Place Concrete Seat Cubes
  - e. Irrigation
  - f. Planting
  - g. Artist Coordination



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Notes:

1. It is anticipated that the above scope of work items, Civil Engineer related items, and Electrical Engineer items would all be completed in one construction document package. Plans will delineate phased construction as required by the City.
2. Specifically excluded from our Scope of Work are all services associated with the procurement of public art, sculptures, and concrete artistic paving.

**II. SCOPE OF SPECIFIC SERVICES LANDSCAPE ARCHITECTURE (HRP STUDIO - CONSULTANT):**

- A. On-Site Client/City of Long Beach Orientation Meeting: We will meet with City staff members, and other Design Team members to discuss the project design theme, schedule and coordination procedures. – One (1) Meeting in Long Beach.
- B. Site Visit: We will visit the site to review existing site conditions and facilities. (Concurrent with Client Orientation Meeting).
- C. The Promenade – North Block Area, South Block Area, Mural Park and Victory Park Area Design Development Plan Package: Based on current Plans and supplemented documents for the Promenade, North Block and South Block, dated September 30, 2007, prepared by Jon David Cicchetti Landscape Architects, we will prepare the following Design Development Plan Package for Jon Cicchetti initial review prior to submittal to the City of Long Beach.

The Design Development Plan package will delineate all site construction elements and general planting concepts including trees and groundcover turf separation. (Computerized Graphics).



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Instruments of Service:

1. Design Development Landscape Plans – Total Seven (7) Sheets
  - a. North Block Area – Two (2) at Ten (10) Scale (24” x 36” Format)
  - b. South Block Area and Ocean Blvd. Medians and Crosswalk Modification – Two (2) at Ten (10) Scale (24” x 36” Format)
  - c. Mural Park – One (1) at Ten (10) Scale (24” x 36” Format)
  - d. Victory Park – Two (2) at Ten (10) Scale (24” x 36” Format)
  
2. Design Development Detail Layout
  - a. Decorative Pedestrian and Vehicular Concrete Flatwork
  - b. 18” Seat Cube (Poured in Place Concrete)
  - c. 30” Seat Cube (Poured in Place Concrete)
  - d. Bench with Individual Seats
  - e. Retractable Bollard Specification
  - f. Site Furniture Catalog Specification
  
3. Meeting Agenda

- D. Design Development Landscape Plan Package Design Team Coordination: As the Prime Consultant, we will coordinate all the plans and review with Jon Cicchetti Landscape Architect to ensure the Conceptual Design intent has been implemented. This is an on-going collaboration between our two firms.

In addition, we will lead the coordination efforts between the project Civil Engineer and Electrical Engineer.

- E. Design Development Landscape Plan Client Review Meeting: Following completion of the Design Development Plan Package above, we will present it to you for design input prior to proceeding with the Working Drawings. – One (1) Meeting in Long Beach. (Concurrent with Client/Design Team Meetings).





- F. Horticultural Soils Test Coordination: We will coordinate the procurement of Horticultural Soils Test for the project to determine existing site horticultural soil conditions.
- G. Structural Engineering Coordination: We will coordinate the procurement of Structural Engineering services for all project landscape (hardscape) construction elements. We will prepare a scope of services and will coordinate the hiring of the consultant. All Structural Engineering services will be provided by C.K. Allen Structural Engineer under contract directly with HRP Studio.
- H. The Promenade – North Block Area, South Block Area, Mural Park and Victory Park Agency Submittal Working Drawings Plan Package: Based on approvals above, we will prepare the Working Drawings Package in sufficient form and detail for Agency review.

Instruments of Service:

- 1. Working Drawing Base Sheet Preparation
- 2. Construction Plans – Seven (7) at Ten (10) Scale (24” x 36” Format)
- 3. Construction Details
  - a. Decorative Pedestrian and Vehicular Concrete Flatwork
  - b. 18” Seat Cube (Poured in Place Concrete)
  - c. 30” Seat Cube (Poured in Place Concrete)
  - d. Bench with Individual Seats
  - e. Retractable Bollard Specification
  - f. Site Furniture Catalog Specification
- 4. Irrigation Plans – Seven (7) at Ten (10) Scale (24” x 36” Format)
- 5. Irrigation Details, Notes and Legend
- 6. Planting Plan – Seven (7) at Ten (10) Scale (24” x 36” Format)



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7. Planting Details, Pot Legend, and Notes
  8. Client/Design Team Coordination Meetings – Eight (8) Anticipated
  9. Working Drawings Opinions of Probable Construction Costs
  10. Agency Submittal Revisions/Approval (3) (Including Planning, Public Works, Fire, Police, Water as required)
- I. Working Drawings Plan Package Design Team Coordination: As the Prime Consultant, we will coordinate all the plans and review with Jon Cicchetti Landscape Architect to ensure the Design Development intent has been implemented. This is an on-going collaboration between our two firms.
- J. The Promenade – North Block, South Block, Mural Park and Victory Park Area Final Working Drawings Plan Package: Following Client input and the completion of Agency revisions, we will coordinate final materials and specifications and Final Working Drawings Package (Construction Issue) in form and detail to facilitate construction.

Instruments of Service:

1. Final Construction Plans – Seven (7) at Ten (10) Scale (24” x 36” Format)
2. Final Construction Details
  - a. Decorative Pedestrian and Vehicular Concrete Flatwork
  - b. 18” Seat Cube (Poured in Place Concrete)
  - c. 30” Seat Cube (Poured in Place Concrete)
  - d. Bench with Individual Seats
  - e. Retractable Bollard Specification
  - f. Site Furniture Catalog Specification
3. Final Irrigation Plan – Seven (7) at Ten (10) Scale
4. Final Irrigation Details, Notes and Legend



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5. Final Planting Plan – Seven (7) at Ten (10) Scale (24” x 36” Format)
6. Final Planting Details, Pot Legend, and Notes

Notes:

1. Consultant will prepare Drawings, details and general notes setting forth the requirements for the construction of the Project in sufficient detail to enable Client to obtain a building permit, and to enable a knowledgeable and experienced general contractor familiar with Building Code and California statutory requirements, with established industry practices and with projects similar to the Project, to bid and to complete construction with only routine inquiries, corrections and clarifications. These Construction Documents will delineate only the locations, dimensions, types of materials and general methods of assembling and fastening of the Project’s major components; and the general notes will contain performance specifications addressing specific functionality requirements. We will not direct or require specific materials, products or details of construction except where specifically noted or required by governmental authorities; and unless so noted, the responsibility for the selection, fabrication and installation of any particular material, product or assemblage will not lie with us, but rather with those who make and implement these decisions.
2. The Construction Plans and Details will delineate all landscape construction items as listed above. All finish grade plans and plan certification will be provided by the Project Civil Engineer. We will provide a landscape grading concept for the Civil Engineer's use at the culmination of the Development Design Plan phase of our services.
3. Note: All project specifications and notes shall be in booklet format as requested by the City of Long Beach. City Standard bid format to be provided by the City.



K. Field Observation Services: The following list of Field Observation trips and time per trip represents an estimate to the best of our abilities of the Field Observations needed for the project at this time. All Field Observation work will be provided on an hourly rate basis, not to exceed the hour estimate below without Client approval.

<u>Recommended Visits:</u> <u>(Each Phase of Construction)</u>	<u>Estimated Hours</u>
1. Contractor Orientation Meeting .....	( 6 hours)
2. Construction Layout (1).....	( 6 hours)
3. Construction Layout (2).....	( 6 hours)
4. Irrigation Main Line/Equipment Layout.....	( 6 hours)
5. Irrigation Final/Coverage and Finish Grade Review (1).....	( 6 hours)
6. Planting/Spot Plant Materials (1) .....	( 6 hours)
7. Planting/Spot Plant Materials (2) .....	( 6 hours)
8. Planting/Final Begin Maintenance .....	( 6 hours)
9. Maintenance Sixty (60) Days - Project Substantial Conformance .....	( 6 hours)
10. Maintenance Ninety (90) Days - Project Substantial Conformance .....	( 6 hours)
11. Administrative (One (1) Hour Per Visit).....	<u>(10 hours)</u>
 TOTAL.....	 <u>(70 Hours)</u>

Notes:

- The above Field Observation program was prepared with the understanding that the Client will provide a general contractor for the routine coordination, observation and approval of all work. Our project Field Observation role will be that of support only, making review and recommendations, with all observations coordinated



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through and by the job superintendent. The hours that are listed are estimates, and we will bill on a Time and Material Hourly Rate Basis. Additional observations that may be required will be approved by the Client in advance.

- L. Bidding Process: We will prepare bid assistance documents including a Suggested “Bid Proposal” format. The Client shall disburse the information to the appropriate Contractors, and will receive the bids. We will assist the Client by answering questions during the bidding process.
- M. Additional Client/Design Team Meetings: Due to the undefined nature of the Client/Design Team meetings process, we will attend all additional Client/Design Team Meetings, not listed above, on an hourly rate basis.
- N. Additional Agency Submittals/Meetings: Due to the undefined nature of the agency approval process, all agency submittals or meetings (staff or public hearings), not listed above, will be performed on an hourly rate time and material basis.
- O. Agency Revisions: Due to the undefined nature of agency revisions and plan check requirements, all agency revisions other than those listed above, and necessary to obtain final agency approval will be performed on an hourly rate time and material basis.

**III. SCOPE OF SPECIFIC SERVICES CIVIL ENGINEERING (HUNSAKER AND ASSOCIATES):**

- A. Civil Engineering Consultant: We will coordinate the procurement of Civil Engineering services. All Civil Engineering services will be provided by Hunsaker and Associates under contract directly with HRP Studio.

Instruments of Service:



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1. Design Development for Long Beach Promenade – North Block, South Block, Mural Park and Victory Park:
  - a. Attend project meetings with Client, City of Long Beach, Architect and Design Team members during Design Development Phase (35 Hours Budget)
  - b. Prepare Preliminary Grading Drainage and Utility Plan (Does not include downstream studies).
  - c. Research existing Plans at City of Long Beach.
  - d. Prepare Preliminary Hydrology/Hydraulic Study for project drainage area.
  - e. Prepare Preliminary SUSMP.
  
2. Construction Documents for North Block, South Block, Mural Park and Victory Park:
  - a. Attend project meetings with Client, City of Long Beach, Architect and Design Team members during Design Development Phase (70 Hours Budget).
  - b. Prepare Street Improvement Plans (Maximum of 3 plan checks).
  - c. Prepare Precise Grading Plans for project area outside of public right-of-way (Maximum of 3 Plan Checks)
  - d. Prepare Erosion Control Plans for entire project area (Maximum of 3 Plan Checks).
  - e. Prepare Demolition Plans for project area outside of public right-of-way (Maximum of 3 Plan Checks).
  - f. Prepare Area Drain Plans for project area outside of public right-of-way (Maximum of 3 Plan Checks).
  - g. Prepare Horizontal Control Plan for project area outside of public right-of-way (Maximum of 3 Plan Checks).
  - h. Prepare Sewer and Water Plans per Long Beach Water District Standards.
  - i. Prepare Storm Drain Plans (Maximum 3 Plan Checks).
  - j. Prepare Final Hydrology/Hydraulic Study for the entire project area (does not include downstream studies).



- k. Prepare Final Standard Urban Storm water Mitigation Plan (SUSMP) per requirements of City of Long Beach.
- l. Prepare NOI and file with State Water Resources Control Board (based on current requirements).
- m. Prepare SWPPP per current requirements of State Water Resources Control Board (adoption of new requirements may require Change Order).
- n. Prepare Final Quantity and Cost Estimates for site improvements and earthwork for bonding and plan check fee purposes.
- o. Provide Plan processing of Civil Plans prepared by Hunsaker and Associates with City of Long Beach (maximum of 3 Plan Checks)(100 hours budget).
- p. Coordinate Plans with Landscape Architect.
- q. Coordinate Plans with Electrical Consultant.
- r. Coordinate Traffic Signal Plans with City of Long Beach (Plans to be prepared by City of Long Beach).
- s. Prepare Field Topo Survey of join condition at edge of project and any area requiring details topo information.
- t. Prepare Boundary Survey to determine property line and centerline information.

3. Construction Administration:

- a. Attend project meetings with Client, City of Long Beach, HRP Studio, and Design Team members during Construction Administration Phase (20 hours budget).
- b. Respond to Contractor RFI's.
- c. Prepare As-Built Plans to release bonds.
- d. Project Management
- e. Final grade inspection field walk and submit final grade certification to release bonds.
- f. Prepare Notice of Termination per State Water Board requirements (Based on current requirements).
- g. Review Contractor Submittals.



**IV. SCOPE OF SPECIFIC SERVICES: ELECTRICAL ENGINEERING (DW CONSULTANTS):**

- A. Electrical Engineering Consultant: We will coordinate the procurement of Electrical Engineering Services. All electrical engineering services will be provided by DW Consultants, Inc. under contract directly with HRP Studio.

Instruments of Service:

1. Design Development for North Block, South Block, Mural Park, and Victory Park:
  - a. Coordinate with serving electrical utility for Four (4) metered services.
  - b. Provide circuits for irrigation and lighting controls.
  - c. Provide design development input for Client review showing electrical elements included in the design.
  - d. Attend Team Coordination Meeting (1)
2. Construction Documents for North Block, South Block, Mural Park and Victory Park:
  - a. Electrical Site Plans and Details – Seven (7) at Ten (10) Scale
  - b. Prepare Title 24 Parts 1 and 6 forms and calculations.
  - c. Provide Structural Engineers calculations for light pole footing.
  - d. Prepare Engineer’s Opinion of Construction Cost.
  - e. Prepare Technical Specifications in Word format.
  - f. Attend Team Coordination Meetings (2)
3. Construction Administration:
  - a. Attend Construction coordination meetings, respond to RFI’s, review Contractor Submittals (20 Hours Budget).





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**V. FEES AND CHARGES:**

A. Our lump sum fees will be billed monthly on a percentage completed basis for the time spent to that date not exceeding the Lump Sum fees below. All Allowances will be billed on an hourly rate basis not exceeding the allowance fees delineated below without prior Client approval. In addition to this, charges will be made at cost for blueprinting, xeroxing, plotting, graphic and photographic reproduction.

<u>Services</u>	<u>Lump Sum and Allowance Fees</u>
<b>1. (HRP Studio – Consultant)- Design Development/ Working Drawing and Field Observation Package Services:</b>	
a. Design Development Plan Package Services .....	\$ 28,500.00
b. Client/Agency Revisions Allowance #1 .....	\$ 5,000.00 (Allowance)
c. Agency Submittal (85%) Working Drawing Package Services.....	\$ 82,100.00
d. Materials Coordination/(100%) Final Working Drawing Services .....	\$ 16,000.00
e. Project Specifications Preparation and Bid Assistance .....	\$ 4,000.00 (Allowance)
f. Client / Agency revisions Allowance #2 .....	\$ 3,000.00 (Allowance)
g. Design Development and Working Drawing Client/Team Meetings – Eight (8) Meetings Two (2) People Four (4) Hours Each Meeting ...	\$ 9,760.00 (Allowance)
h. Field Observation Services Seventy (70) Hours at \$160/Hour (Each Phase of Construction).....	\$ 11,200.00 (Allowance)
i. Horticultural Soils Testing Services .....	\$ 2,000.00 (Allowance)
j. Structural Engineering Services.....	\$ 5,000.00 (Allowance)



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k.	Additional Client/Design Meetings.....	Hourly	
l.	Additional Agency Submittal/ Meetings.....	Hourly	
m.	Additional Agency Revisions Other than above.....	Hourly	
n.	Victory Park Existing Infrastructure Research and Due Diligence .....		\$ 10,000.00 (Allowance)
o.	Prime Consultant Lead Management Role .....		\$ 35,000.00
p.	Reimbursables Allowance.....		\$ 10,000.00
<hr/>			
2.	<b>(HRP STUDIO – CONSULTANT)</b>		
	<b>TOTAL PROJECT LUMP SUM</b>		
	<b>FEES AND ALLOWANCE TOTALS .....</b>		<b><u>\$ 221,560.00</u></b>
3.	<b>Hunsaker &amp; Associates Design Development / Working Drawings Package Services</b>		
a.	Design Development for North Block, South Block Mural Park and Victory Park		
1)	Attend project meetings with Client, City of Long Beach, Architect, and Design Team Members during Design Development Phase (35 Hours Budget).....		\$ 4,000.00 (Allowance)
2)	Prepare Preliminary Grading Drainage And Utility Plan (does not include Downstream Studies) .....		\$ 18,000.00
3)	Research Existing Plans at City of Long Beach .....		\$ 4,500.00
4)	Prepare Preliminary Hydrology/Hydraulic Study for Project Drainage Area .....		\$ 6,000.00
5)	Prepare Preliminary SUSMP .....		\$ 5,000.00
<hr/>			
6)	<b>Design Development Sub-Total.....</b>		<b>\$ 37,500.00</b>



- b. Construction Documents for North Block, South Block, Mural Park and Victory Park
- 1) Attend project meetings with Client, City of Long Beach, Architect, and Design Team members During Design Development Plans (70 hours Budget) .....\$ 8,000.00 (Allowance)
  - 2) Prepare Street Improvement Plans (Max. Of 3 Plan Checks) .....\$ 22,000.00
  - 3) Prepare Precise Grading Plans for project area outside of public right-of-way (Max. 3 Plan Checks) .....\$ 12,000.00
  - 4) Prepare Erosion Control Plans for entire project Area (Max. 3 Plan Checks .....\$ 5,000.00
  - 5) Prepare Demolition Plans for project area outside of public right-of-way (Max of 3 Plan Checks).....\$ 6,000.00
  - 6) Prepare Area Drain Plans for project area Outside of public right-of-way (Max. 3 Plan Checks).....\$ 5,000.00
  - 7) Prepare Horizontal Control Plan for project area Outside of public right-of-way (Max. 3 Plan Checks).....\$ 5,000.00
  - 8) Prepare Sewer and Water Plans per Long Beach Water District Standards.....\$ 5,000.00
  - 9) Prepare Storm Drain Plans (Max. 3 Plan Checks).....\$ 12,000.00
  - 10) Prepare Final Hydrology/Hydraulic Study For the entire project area (Does not include Downstream studies).....\$ 9,000.00
  - 11) Prepare Final Standard Urban Storm water Mitigation Plan (SUSMP) per requirements Of City of Long Beach.....\$ 7,500.00
  - 12) Prepare NOI and file with State Water Resources Control Board (based on current Requirements) .....\$ 600.00



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13) Prepare SWPPP per current requirements Of State Water Resources Control Board (Adoption of new requirements may Require Change Order).....	\$ 7,000.00
14) Prepare Final Quantity and Cost Estimate for Site improvements and earthwork for bonding And Plan Check fee purposes.....	\$ 4,000.00
15) Provide Plan Processing of Civil Plans Prepared by Hunsaker and Associates with City Of Long Beach (Max. 3 Plan Checks (100 hours budget) .....	\$ 11,000.00 (Allowance)
16) Coordinate Plans with Landscape Architect .....	\$ 4,500.00
17) Coordinate Plans with Electrical Consultant .....	\$ 3,000.00
18) Coordinate Traffic Signal Plans with City of Long Beach (Plans to be prepared by City Of Long Beach).....	\$ 2,500.00
19) Prepare Field Topo Survey of join conditions At edge of project and any area requiring details Topo information .....	\$ 10,000.00
20) Prepare Boundary Survey to determine property Line and centerline information .....	\$ 6,000.00
<hr/>	
<b>21) Construction Document Sub-Total.....</b>	<b>\$145,100.00</b>

c. Construction Administration

1) Attend Project Meetings with Client, City of Long Beach, Lennar, Architect and Design Team Members during Construction Administration Phase (20 hours budget).....	\$ 2,500.00
2) Respond to Contractor RFI's.....	\$ 8,000.00
3) Prepare As-Built Plans to release bonds .....	\$ 4,500.00
4) Project Management .....	\$ 4,500.00
5) Final grade inspection field walk and submit Final grade certification to release bonds.....	\$ 2,500.00



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6)	Prepare Notice of Termination per State Water Board requirements (Based on current Requirements) .....	\$ 5,500.00
7)	Review Contractor Submittals.....	\$ 2,500.00
		<hr/>
8)	<b>Construction Administration Sub-Total.....</b>	<b>\$ 30,000.00</b>
d.	Reimbursable Allowance .....	\$ 20,500.00 (Allowance)
		<hr/>
4.	<b>HUNSAKER AND ASSOCIATES TOTAL PROJECT LUMP SUM FEES AND ALLOWANCE TOTAL .....</b>	<b>\$233,100.00</b>
5.	DW Consultants Design Development/Working Drawings Package Services	
a.	Design Development .....	\$ 3,500.00
b.	Construction Documents.....	\$ 12,250.00
c.	Meetings .....	\$ 750.00 (Allowance)
d.	Construction Administration.....	\$ 2,500.00 (Allowance)
e.	Reimbursables .....	\$ 1,000.00 (Allowance)
6.	<b>DW CONSULTANT ELECTRICAL ENGINEERING SERVICES.....</b>	<b>\$ 20,000.00</b>
		<hr/>
7.	<b>GRAND TOTAL HRP STUDIO, HUNSAKER AND ASSOCIATES, AND DW CONSULTANTS LUMP SUM FEES AND ALLOWANCE TOTALS.....</b>	<b><u>\$ 474,660.00</u></b>



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B. Normal Hourly Rates (Effective through December 2008)

<u>Billing Category</u>	<u>Hourly Rates</u>
1. <u>HRP Studio</u>	
a. Senior Principal .....	\$ 190.00
b. Principal .....	160.00
c. Senior Associate/Landscape Architect .....	140.00
d. Associate/Landscape Architect.....	115.00
e. Landscape Architect/Senior Project Manager	100.00
f. Project Manager.....	90.00
g. Senior Production Staff.....	80.00
h. Production Staff.....	75.00

2. Hunsaker and Associates

<u>Billing Category</u>	<u>Hourly Rates</u>
a. Standard Hourly Office Rate .....	\$ 112.00
b. Project Manager Hourly Office Rate.....	140.00
c. Principal Hourly Office Rate .....	168.00
d. Office Survey Hourly Rate.....	112.00
e. Two-Person Crew Hourly Rate.....	206.00
f. Three-Person Crew Hourly Rate.....	246.00

3. DW Consultants

<u>Billing Category</u>	<u>Hourly Rates</u>
a. Senior Principal;.....	\$ 120.00
b. Principal.....	100.00
c. Project Manager .....	90.00
d. Production Staff.....	70.00



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C. Additional Charges:

1. Services of outside consultants at cost, plus fifteen percent (15%) of the actual cost of their services.
2. Reimbursable items at cost, i.e., blueprinting, xeroxing, graphic reproduction, plotting service costs, telephone and travel costs such as airfare, car rental, meals, hotels and other related travel cost outside the Southern California area.

D. Fee Basis:

Our fees are based on an hourly takeoff prepared from the project description and the services requested.

IV. GENERAL TERMS AND CONDITIONS:

Please find attached as Exhibit 'B'.

GPS:jb  
(LONGBEACHREDEVELOP/173439/CONT/091008LBPROMENADENORTHRVD100608)

General Terms and Conditions

Article 1. Payment. Consultant will invoice Client on a monthly basis, in proportion to the percentage of completion against the schedule of fees. All invoices are due and payable within thirty (30) days of the date of the invoice. Client shall notify Consultant in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice.

A service charge will be applied at a rate of 1.5 percent per month (or the maximum rate allowable by law) to delinquent amounts.

If a delinquency by Client occurs, Consultant may choose to suspend the Work. If such decision is made, Consultant shall notify Client in writing. Consultant may choose to recommence Work, once the delinquency is cured, and any and all attendant collection costs, fees, increases in costs or fees, or other amounts required to be paid by Client under this Agreement are paid in full. If a delinquency by Client occurs and Consultant chooses not to suspend Work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if Consultant decides to suspend the Work, Consultant shall not be liable for any costs or damages, including, but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such suspension of Work. Client agrees to hold Consultant harmless from and completely indemnify Consultant from and against any and all damages, costs, attorney's fees, and/or other expenses which Consultant may incur as a result of any claim by any person or entity arising out of the suspension of the Work.

Article 2. Executed Contract. Prior to commencement of any services, Client shall return a fully executed contract.

Article 3. Additional Charges. Certain portions of this Agreement may be performed by sub-consultants to Consultant, however, Consultant shall remain responsible for the full performance of such sub-consultants. Services of sub-consultants shall be invoiced at cost, plus fifteen percent (15%). Reimbursable items shall be invoiced at cost. e.g., blueprinting, Xeroxing, graphic reproduction, plotting service costs, telephone and travel costs, such as airfare, car rental, meals, hotels and other related travel costs.

Article 4. Extra Work Services. Extra Work services shall be performed only when requested and approved by Client in writing. These services shall be quoted either on a lump sum amount or performed based on hourly rates. Extra Work services may include, but not be limited to: (i) making planning surveys and special analysis of the Project's needs to clarify the requirements of the project when requested by Client, (ii) making measurements or drawings of existing construction, (iii) revising previously approved drawings to accomplish changes ordered by Client, (iv) providing any field observation on the project beyond what is listed, (v) attending any meetings or presentations beyond what is listed, (vi) assistance to Client in a reasonable, appropriate and professional manner in investigating and addressing claims of project constructions deficiencies, (vii) preparation of a Landscape Maintenance Manual, (viii) any work requested by Client or his representative that is not heretofore mentioned.

Article 5. Owner's Responsibility. Unless otherwise stated, Client shall be responsible for: (i) a certified land survey of the site delineating existing grades as required, (ii) complete information concerning available services and utilities for all contract areas and structural soils tests, (iii) horticultural soils reports, which define all soil types and their necessary soils amendments for the use of Consultant, (iv) engineered street sections including curb, gutter, sidewalk, utilities, streetlights and other related improvements, (v) accurate architectural drawings of any proposed building(s) showing building elevations, floor plans, etc., (vi) accurate engineering drawings of the proposed project (vii) accurate engineering services required for the project work per the scope of services provided by Consultant, (viii)



all electrical engineering services required of the project work, (ix) all civil engineering services required of the project work, (x) all architectural services required of the project work, (xi) all graphic design services required of the project work, (xii) all utility consultant services required of the project work, (xiii) all American Disability Act Consulting Services required of the project services, (xiv) performing water testing of all key assemblies.

Article 6. Excluded Services. Consultant will not verify or otherwise be responsible for the accuracy or completeness of data, specifications and/or design work provided to Consultant by Client's other design professionals.

Article 7. Ownership of Instruments of Service. Client acknowledges that Consultants' reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Client recognizes that no such documents should be subject to unauthorized reuse, that is, use without the written authorization of Consultant, to do so. Such authorization is essential because it requires Consultant to evaluate the documents' applicability to new circumstances, not the least of which is passage of time. In return for Consultant's relinquishment of ownership, Client agrees to waive any claim against Consultant, its parent, subsidiaries, employees and officers (Indemnitees) and defend, indemnify and hold Indemnitees harmless from any claim or liability from injury or loss allegedly arising from unauthorized reuse of Consultant's instruments of service. Client further agrees to compensate Consultant for any time spent, or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy. Consultant only agrees to relinquish ownership if all services are paid for.

Article 8. Opinions of Probable Construction Costs. Consultant has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding, or market conditions. Consultant's Opinions of Probable Construction Costs provided for herein are to be made on the basis of Consultants experience and qualifications. These opinions represent Consultants best judgment due to Consultants familiarity with the construction industry. However, Consultant cannot and does not guarantee that the proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant.

Article 9. Assignment. Neither party to this agreement shall assign its duties and obligations without the prior written consent of the other party.

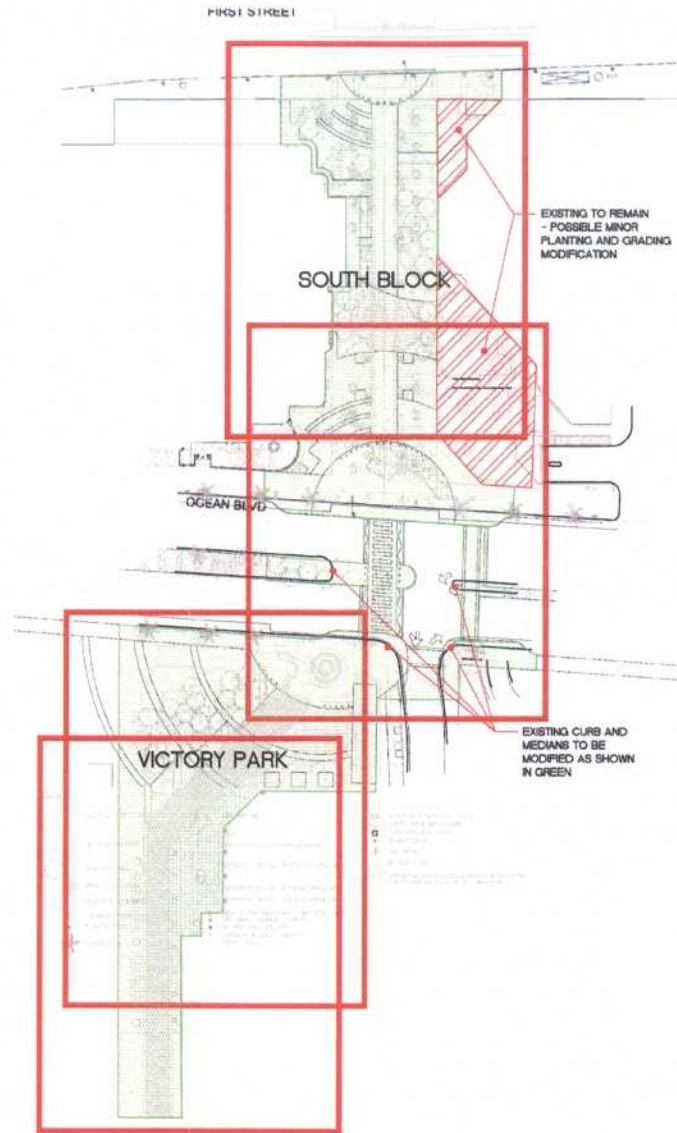
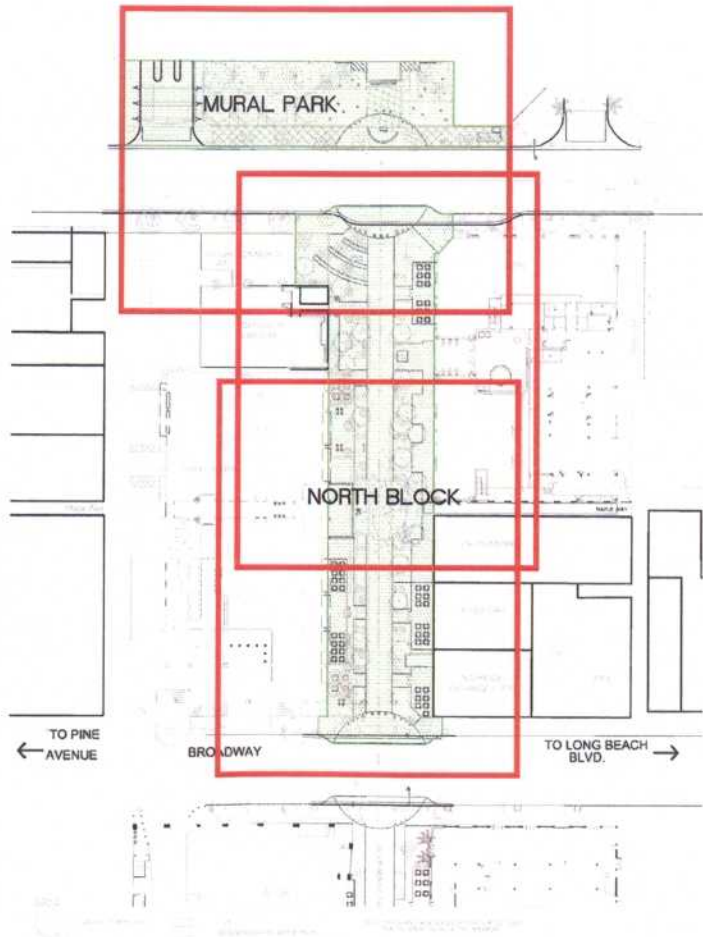
Article 10. Date of Completion. Due to the fact that Consultant's services are predicated on other consultants' plans, Client approvals, agency approvals and circumstances beyond Consultants control, Consultant cannot specify a completion date for the services to be performed under this agreement. Consultant and Client each waive any right to claim or to recover any consequential damages from the other concerning any breach or alleged breach of any duties or obligation pursuant or related to this agreement, including without limitation, the termination of this agreement.

Article 11. Limitation of Liability. Client agrees to limit Consultant's liability to Client and all construction contractors and subcontractors on the project, due to Consultant's negligent acts, errors or omissions, so that the total aggregate liability of Consultant shall not exceed the limits set forth under Consultant's Professional Liability policy.

Article 12. Limitation Regarding Parties. Notwithstanding anything to the contrary contained herein, it is agreed, acknowledged and understood that the Client's sole and exclusive claim, demand, suit, judgment or remedy shall be directed and or asserted only against Consultant, as a Corporation, and not against any of Consultants shareholders, landscape architects, directors, officers or employees.

Article 13. Termination of Agreement. This agreement may be terminated by either party effective thirty (30) days after receipt from the other party of a written notice via registered mail, of such termination. In the event of termination, Consultant shall be entitled to receive full compensation for fees and expenses outstanding as of the effective date of the termination.

Article 14. Attorney Fees. This Agreement shall be governed by the laws of the state of California. To the extent permitted by law, Client and Consultant hereby waive all rights to a trial by jury. If a dispute arises under this agreement and litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees.



LONG BEACH REDEVELOPMENT  
AGENCY  
**LONG BEACH PROMENADE**  
NORTH BLOCK, SOUTH BLOCK,  
MURAL PARK AND VICTORY PARK  
SCOPE OF WORK EXHIBIT 'C'

10 SCALE - 24X36 FORMAT

- NORTH BLOCK - 2 SHEETS
- SOUTH BLOCK AND OCEAN BL. MEDIANS AND CROSSWALK MODIFICATION - 2 SHEETS
- MURAL PARK - 1 SHEET
- VICTORY PARK - 2 SHEETS

TOTAL 7 SHEETS