



1 these services provided, however, that access to City documents, records, and the  
2 like, if needed by Consultant, shall be available only during City's normal business  
3 hours and provided that milestones for performance, if any, are met.

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

18 D. Consultant represents that Consultant has obtained all  
19 necessary information on conditions and circumstances that may affect its  
20 performance and has conducted site visits, if necessary.

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

24 2. TERM. The term of this Agreement shall commence at midnight on  
25 January 4, 2011, and shall terminate at 11:59 p.m. on January 3, 2012, unless sooner  
26 terminated as provided in this Agreement, or unless the services or the Project is  
27 completed sooner.

28 3. COORDINATION AND ORGANIZATION.

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

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

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

26           5. INSURANCE.

27           A. As a condition precedent to the effectiveness of this  
28 Agreement, Consultant shall procure and maintain, at Consultant's expense for the

1 duration of this Agreement, from insurance companies that are admitted to write  
2 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
3 Company or from authorized non-admitted insurance companies subject to  
4 Section 1763 of the California Insurance Code and that have ratings of or  
5 equivalent to A:VIII by A.M. Best Company the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to  
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
9 coverage shall include but not be limited to broad form contractual liability,  
10 cross liability, independent contractors liability, and products and  
11 completed operations liability. The City, its boards and commissions, and  
12 their officials, employees and agents shall be named as additional  
13 insureds by endorsement (on City's endorsement form or on an  
14 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20  
15 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33  
16 07 04 and CG 20 37 07 04), and this insurance shall contain no special  
17 limitations on the scope of protection given to the City, its boards and  
18 commissions, and their officials, employees and agents. This policy shall  
19 be endorsed to state that the insurer waives its right of subrogation  
20 against City, its boards and commissions, and their officials, employees  
21 and agents.

22 (b) Workers' Compensation insurance as required by the California  
23 Labor Code and employer's liability insurance in an amount not less than  
24 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
25 its right of subrogation against City, its boards and commissions, and their  
26 officials, employees and agents.

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

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

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

9 C. Each insurance policy shall be endorsed to state that  
10 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)  
11 days prior written notice to City or ten (10) days notice due to non-payment of  
12 premium, shall be primary and not contributing to any other insurance or self-  
13 insurance maintained by City, and shall be endorsed to state that coverage  
14 maintained by City shall be excess to and shall not contribute to insurance or self-  
15 insurance maintained by Consultant. Consultant shall notify the City in writing  
16 within five (5) days after any insurance has been voided by the insurer or  
17 cancelled by the insured.

18 D. If this coverage is written on a "claims made" basis, it must  
19 provide for an extended reporting period of not less than one hundred eighty (180)  
20 days, commencing on the date this Agreement expires or is terminated, unless  
21 Consultant guarantees that Consultant will provide to the City evidence of  
22 uninterrupted, continuing coverage for a period of not less than three (3) years,  
23 commencing on the date this Agreement expires or is terminated.

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

28 F. Prior to the start of performance, Consultant shall deliver to

1 City certificates of insurance and the endorsements for approval as to sufficiency  
2 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of  
3 the insurance, furnish to City certificates of insurance and endorsements  
4 evidencing renewal of the insurance. City reserves the right to require complete  
5 certified copies of all policies of Consultant and Consultant's subconsultants and  
6 contractors, at any time. Consultant shall make available to City's Risk Manager  
7 or designee all books, records and other information relating to this insurance,  
8 during normal business hours.

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

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

19 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
20 contemplates the personal services of Consultant and Consultant's employees, and the  
21 parties acknowledge that a substantial inducement to City for entering this Agreement  
22 was and is the professional reputation and competence of Consultant and Consultant's  
23 employees. Consultant shall not assign its rights or delegate its duties under this  
24 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
25 approval of City, except that Consultant may with the prior approval of the City Manager  
26 of City, assign any moneys due or to become due the Consultant under this Agreement.  
27 Any attempted assignment or delegation shall be void, and any assignee or delegate  
28 shall acquire no right or interest by reason of an attempted assignment or delegation.

1 Furthermore, Consultant shall not subcontract any portion of its performance without the  
2 prior approval of the City Manager or designee, or substitute an approved subconsultant  
3 or contractor without approval prior to the substitution. Nothing stated in this Section  
4 shall prevent Consultant from employing as many employees as Consultant deems  
5 necessary for performance of this Agreement.

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

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

16 9. OWNERSHIP OF DATA. All materials, information and data  
17 prepared, developed, or assembled by Consultant or furnished to Consultant in  
18 connection with this Agreement, including but not limited to documents, estimates,  
19 calculations, studies, maps, graphs, charts, computer disks, computer source  
20 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
21 information, material, and memorandum ("Data") shall be the exclusive property of City.  
22 Data shall be given to City, and City shall have the unrestricted right to use and disclose  
23 the Data in any manner and for any purpose without payment of further compensation to  
24 Consultant, provided that any such use not within the purpose intended by this  
25 Agreement shall be at City's sole risk. Copies of Data may be retained by Consultant but  
26 Consultant warrants that Data shall not be made available to any person or entity for use  
27 without the prior approval of City. This warranty shall survive termination of this  
28 Agreement for five (5) years.

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

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

20           12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
21 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
22 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
23 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
24 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
25 disclosed pursuant to subpoena or court order.

26           13. ADDITIONAL COSTS AND REDESIGN.

27           A. Any costs incurred by the City due to Consultant's failure to  
28 meet the standards required by the scope of work or Consultant's failure to

1 perform fully the tasks described in the scope of work which, in either case,  
2 causes the City to request that Consultant perform again all or part of the Scope of  
3 Work shall be at the sole cost of Consultant and City shall not pay any additional  
4 compensation to Consultant for its re-performance.

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

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

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

22 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
23 constitutes the entire understanding between the parties and supersedes all other  
24 agreements, oral or written, with respect to the subject matter in this Agreement.

25 17. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its  
27 Boards, Commissions, and their officials, employees and agents ("Indemnified  
28 Parties"), from and against any and all liability, claims, demands, damage, loss,

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
2 costs and expenses, including attorneys' fees, court costs, expert and witness  
3 fees, and other costs and fees of litigation, arising or alleged to have arisen, in  
4 whole or in part, out of or in connection with (1) Consultant's breach or failure to  
5 comply with any of its obligations contained in this Agreement, or (2) negligent or  
6 willful acts, errors, omissions or misrepresentations committed by Consultant, its  
7 officers, employees, agents, subcontractors, or anyone under Consultant's control,  
8 in the performance of work or services under this Agreement (collectively "Claims"  
9 or individually "Claim").

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

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

24 D. To the extent this Agreement is a professional service  
25 agreement for work or services performed by a design professional (architect,  
26 landscape architect, professional engineer or professional land surveyor), the  
27 provisions of this Section regarding Consultant's duty to defend and indemnify  
28 shall be limited as provided in California Civil Code Section 2782.8, and shall

1 apply only to Claims that arise out of, pertain to, or relate to the negligence,  
2 recklessness, or willful misconduct of the Consultant.

3 E. The provisions of this Section shall survive the expiration or  
4 termination of this Agreement.

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

7 19. COSTS. If there is any legal proceeding between the parties to  
8 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
9 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

10 20. NONDISCRIMINATION.

11 A. In connection with performance of this Agreement and subject  
12 to applicable rules and regulations, Consultant shall not discriminate against any  
13 employee or applicant for employment because of race, religion, national origin,  
14 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or  
15 disability. Consultant shall ensure that applicants are employed, and that  
16 employees are treated during their employment, without regard to these bases.  
17 These actions shall include, but not be limited to, the following: employment,  
18 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or  
19 termination, rates of pay or other forms of compensation, and selection for training,  
20 including apprenticeship.

21 B. It is the policy of City to encourage the participation of  
22 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
23 procurement process, and Consultant agrees to use its best efforts to carry out  
24 this policy in its use of subconsultants and contractors to the fullest extent  
25 consistent with the efficient performance of this Agreement. Consultant may rely  
26 on written representations by subconsultants and contractors regarding their  
27 status. Consultant shall report to City in May and in December or, in the case of  
28 short-term agreements, prior to invoicing for final payment, the names of all

1 subconsultants and contractors hired by Consultant for this Project and information  
2 on whether or not they are a Disadvantaged, Minority or Women-Owned Business  
3 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
4 637).

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used  
28 its contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be  
2 used as evidence against the Consultant in actions taken pursuant to the  
3 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor  
4 Responsibility.

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

13 23. COPYRIGHTS AND PATENT RIGHTS.

14 A. Consultant shall place the following copyright protection on all  
15 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

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

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

27 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
28 that Consultant has not employed or retained any entity or person to solicit or obtain this

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

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

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

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

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

26           29. AUDIT. City shall have the right at all reasonable times during the  
27 term of this Agreement and for a period of five (5) years after termination or expiration of  
28 this Agreement to examine, audit, inspect, review, extract information from, and copy all

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

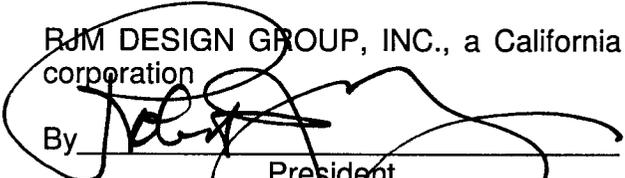
1 books, records, accounts, and other documents of Consultant relating to this Agreement.

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

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

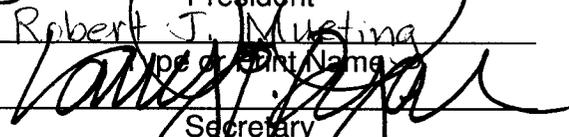
RJM DESIGN GROUP, INC., a California  
corporation

7  
8  
9 February 23, 2011

By   
President

Robert J. Mustina  
Type of Print Name

10  
11 February 23, 2011

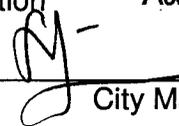
By   
Secretary

Larry E. Ryan  
Type of Print Name

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

12  
13  
14  
15  
16 3.7, 2011

By   
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"City"

17  
18  
19 This Agreement is approved as to form on 3-2,  
20 2011.

ROBERT E. SHANNON, City Attorney

By   
Deputy

# EXHIBIT “A”

## Scope of Work

**ORIGINAL**

# City of Long Beach

Parks, Recreation & Marine

*Response to RFP for*

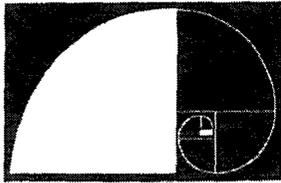
## Landscape Architectural Services on an "As Needed" Basis

*January 28, 2010*



Submitted by:





# RJM DESIGN GROUP, INC.

PLANNING AND LANDSCAPE ARCHITECTURE

January 28, 2010

Yvonne A. Lucas  
Purchasing Division  
City of Long Beach  
333 W. Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802

**Re: Landscape Architectural Services on an "As Needed" Basis  
for Parks, Recreation and Marine/Public Works Improvement Projects**

Dear Yvonne:

RJM Design Group, Inc. is pleased to submit our proposal to provide professional landscape architectural services on an "as needed" basis to the City of Long Beach.

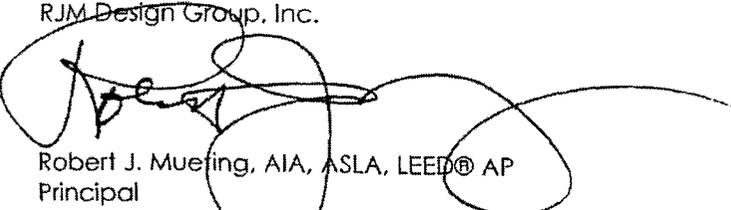
We have put together a design team that specializes in landscape architecture and irrigation design for Public Works projects. Recent experience includes projects involving community and neighborhood parks, sports facilities, universally accessible playgrounds, streetscape and median design, renovation of parks and facilities, trail planning and design, habitat restoration, and aquatic complexes. The design of landscape environments that integrate with the sites environmental context is a specialty of our team. We have provided "on-call/as-needed" landscape design services and assistance with Public Works improvement projects for numerous communities throughout California for over 20 years.

Our familiarity with the City of Long Beach's landscape guidelines and standards, as well as our continuing close working relationship with the staff, will facilitate information exchange and a rapid "start-up" on each project. We have been very fortunate to have developed long lasting personal relationships in numerous communities. These relationships are based on our commitment, and our goal to always provide the best and most comprehensive service in a timely and cost effective manner. We highly value our long standing relationship with the City of Long Beach and look forward to continuing to assist on projects in the future.

RJM Design Group has always approached projects with attention to energy and water efficiency, use of renewable resources, reduced operations and maintenance costs, and minimal impacts to the environment. With the required adoption of Assembly Bill 1881 effective in 2010, we are committed to making a smooth transition to comply with the new Model Water Efficient Landscape Ordinance. We have already begun sharing available information on AB 1881 with our clients, while helping them develop an understanding of how this new "model" can be implemented on current and upcoming projects.

Upon evaluation of our qualifications and experience, we hope you will find that we have met your requirements of providing professional landscape architectural services that will assist the City in each improvement project. We welcome further inquires and opportunities to discuss our proposal.

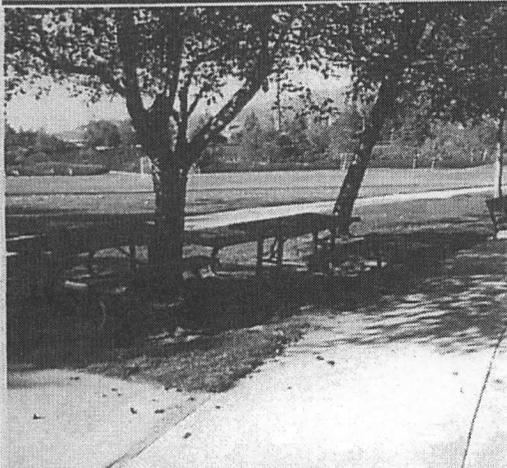
Sincerely,  
RJM Design Group, Inc.



Robert J. Muefing, AIA, ASLA, LEED® AP  
Principal

31591 CAMINO CAPISTRANO • SAN JUAN CAPISTRANO, CALIFORNIA 92675 • (949) 493-2600 • FAX (949) 493-2690  
455 UNIVERSITY AVENUE, SUITE 280 • SACRAMENTO, CALIFORNIA 95825 • (916) 570-2050 • FAX (916) 570-2233

# Table of Contents



Melinda Park-Mission Viejo (BEFORE)



Park Renovation Project

Melinda Park-Mission Viejo (AFTER)

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**COST PROPOSAL (submitted under separate cover)**



# 1. Primary Contractor Information



## A. Company Profile

Legal Name: RJM Design Group, Inc.

Company Ownership: Corporation

Incorporated (state/year): California/1987

Office Locations: Company Headquarters  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
Telephone (949) 493-2600  
Fax (949) 493-2690

601 University Ave., Ste 181  
Sacramento, CA 95825  
Telephone (916) 570-2050  
Fax (916) 570-2233

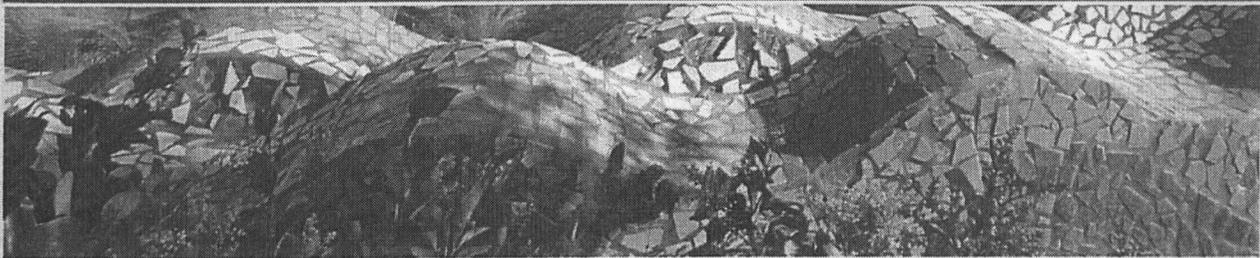
Present Size of Firm: 22 Personnel (19 at SJC office, 3 at Sacramento office)  
Principal Landscape Architects 3  
Registered Landscape Architects 5  
Technical Support 9  
Administrative Support/Accounting 5

Office Assigned to City of Long Beach projects: San Juan Capistrano Office

Point of Contact for Contract: Robert J. Muefing, Principal  
RJM Design Group, Inc.  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
Telephone (949) 493-2600



# 1. Primary Contractor Information



## B. Company Qualifications

Since 1987, RJM Design Group, Inc. has been dedicated to providing a broad range of landscape architectural and planning services to our clients. A key contributor to our success is the many long-term personal relationships we have developed and maintained during our firm's 22 year evolution. At RJM Design Group, we do not measure our success by professional recognition from our peers or the numerous awards we have received. Our success can best be measured by our long-standing client relationships, our reputation for service, and our continued dedication to the "transformation" of community needs and "vision" into reality.

RJM Design Group, Inc. is a multi-disciplinary landscape architectural design and planning firm committed to "building communities" through serving the needs of cities and counties throughout California with offices in San Juan Capistrano and Sacramento. RJM's staff consists of talented and experienced planners, landscape architects, and architects focused on the needs of our clients with the goal of consistently producing quality projects on schedule and within budget.

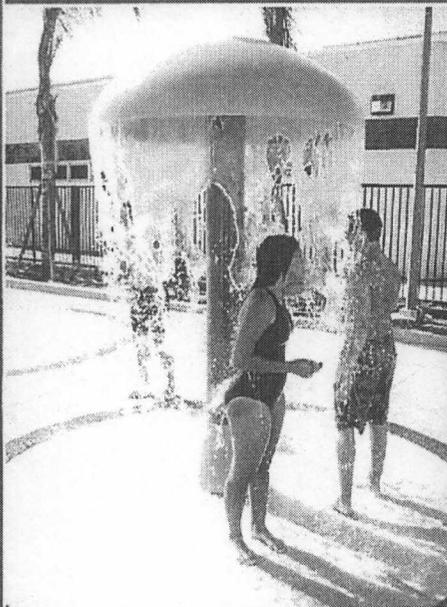
Our mission is to assist communities in the planning and design of environments that enhance the quality of life for all. We believe quality design is the physical expression of fundamentally sound ideas, infused with imagination and creativity. RJM Design Group specializes in the innovative design of community based public projects including:

- Neighborhood Parks
- Community Parks
- Regional Parks
- Sports Parks
- Aquatic Facilities
- Community Centers
- Urban Plazas
- Streetscapes
- Trails
- Open Space
- Park and Recreation Master Plans

The design of community facilities that "fit" within the environmental context of the site is a specialty of our team. Our designs evolve from a careful evaluation of existing site character, program needs, resource conservation, sustainability, budget, maintenance practices, and safety. Our goal is the development of community facilities that contribute to a cohesive "sense of place" and become a source of pride in the community.



## 1. Primary Contractor Information



Chapparal Aquatic Center-Temecula



Santa Clarita Aquatic Center-Santa Clarita

### C. Financial Condition and Litigation History

We have never encountered any financial difficulty in the completion of projects of any size. Financial statements can be obtained upon request if we are contracted for this project. The firm also carries continuous professional liability insurance as required on most contracts.

#### Financial References:

- |    |  |    |  |
|----|--|----|--|
| a. | Emelie Holloway<br>Wells Fargo Bank<br>32222 Camino Capistrano<br>Irvine, California 92675<br>(949) 489-5641 | b. | Don Fitch<br>Dealey Renton & Assoc.<br>P.O. Box 10550<br>Santa Ana, CA 92711<br>(714) 427-6810 |
|----|--|----|--|

RJM Design Group, Inc. has not been involved in any litigation over the past five years. RJM Design Group, Inc. is not involved in any bankruptcy or re-organization proceedings, and the firm is not subject to any pending actions.



# 1. Primary Contractor Information

## D. Resumes for Key Staff

### Robert J. Mueting

LLA, ASLA, LA, AIA, LEED® AP

Principal-in-Charge /  
Project Director

**Robert J. Mueting** is the founder and principal of RJM Design Group, Inc. Mr. Mueting will be the Principal-in-Charge and will maintain continuous contact with the City's Project Representative. He will direct the project from start to finish and will keep project team members informed of all matters affecting the impact on the client requirements (i.e., design conformance, budgets, and schedules). Mr. Mueting will be responsible for overall project coordination and development of all aspects of the project ensuring continuity of preliminary design through construction documents. He will be especially mindful of the political and public attitudes regarding each project. This effort will require that he maintain close communication with the City's Project Representative.

His expertise in the areas of creative group dynamics and facilitation, programming and conceptual design, as well as strategies and processes for design innovation contribute to each project.

#### RELATED PROJECT EXPERIENCE

- 14th Street Skate Park, Long Beach
- El Dorado Community Center, Long Beach
- Cesar Chavez Park and Community Center, Long Beach
- Long Beach Sports Park, LSA Associates
- Santa Clarita Skate Park, Santa Clarita
- San Joaquin Marsh Master Plan, Irvine
- Sea Terrace Park, Dana Point
- Fillmore Aquatic Center, Fillmore

#### LICENSES/REGISTRATIONS

- Landscape Architect/CA 2055
- Architect/CA C012928

#### EDUCATION

- University of Nebraska, Bachelor of Architecture
- University of Michigan, Masters of Landscape Architecture



### Larry Mouri

LLA LEED® AP

Project Manager/  
Landscape Architect

**Larry Mouri**, as Project Manager for RJM Design Group, Inc., is experienced in all phases of the design process from program development and site analysis, to conceptual design, construction documentation and construction observation. Mr. Mouri's main experience in planning and landscape architecture include urban design and rehabilitation, park design, multi-density residential housing and commercial development.

#### RELATED EXPERIENCE

- Oregon Park, Long Beach
- Ocean Blvd. Bluff Erosion and Enhancement, Long Beach
- 14th Street Skate Park, Long Beach
- Molina Park, Long Beach
- El Dorado Community Center, Long Beach
- Cesar Chavez Park and Community Center, Long Beach
- Anaheim Resort Area Streetscape, Anaheim, CA
- Norman P. Murray Community and Senior Center, Mission Viejo
- San Joaquin Marsh Campus, Irvine
- Convention Way Streetscape Master Plan, Irvine
- Anaheim Convention Center, Anaheim
- Anaheim Resort Area Master Plan and Bus Shelter Concepts, Anaheim

#### LICENSES/REGISTRATIONS

- Landscape Architect/CA/2152

#### EDUCATION

- Bachelor of Science/Landscape Architecture/ California Polytechnic State University / Pomona, CA
- University of California, Irvine / Extension Program/ Environmental Planning
- Universities of Kyoto and Osaka/ Japan

## 2. Subcontractor Information

### A. Identification of Team - Organizational Chart

RJM Design Group, Inc. has assembled a comprehensive, well rounded team of accomplished and recognized professionals to fully meet the requirements for As Needed Landscape Architectural Services for the City of Long Beach's Parks, Recreation & Marine Department. The diverse background and experience of our design team provides a strong foundation for the development of creative design solutions. In addition, we have individually and collectively had the opportunity to successfully work with the City of Long Beach for over 10 years. Because of our great interest in this professional opportunity, we are prepared to arrange our schedules of commitment to allow any and all services to be undertaken in a responsive and timely manner in order to accommodate the City of Long Beach.



## 2. Subcontractor Information



Colonel Bill Barber Memorial Park-Irvine (Universally Accessible Playground)

### B. Company Profiles/Qualifications/Resumes/References

Legal Name/Service: MCE Consultants/Civil Engineering

Company Ownership: Sole Proprietor, Richard A. Moore

Incorporated (state/year): N/A

Office Locations: Ladera Ranch, CA 92694

Present Size of Firm: 3

Office Assigned to  
City of Long Beach  
projects: Ladera Ranch Office

Point of Contact  
for Contract: Richard A. Moore  
111 Corporate Drive, Suite 210  
Ladera Ranch, CA 92694  
Telephone (949) 542-7220

Qualifications: MCE was founded 15 years ago and specializes in civil engineering for parks and recreation facilities. They have worked with RJM Design Group on over 80 projects.

Length of Time Vendor  
Has Provided Services: MCE has been providing these services for 15 years and Richard Moore has been providing civil engineering services for the public and private sector for over 30 years.



# 1. Primary Contractor Information

## D. Resumes for Key Staff

### Robert J. Mueting

LLA, ASLA, LA, AIA, LEED® AP

Principal-in-Charge /  
Project Director

**Robert J. Mueting** is the founder and principal of RJM Design Group, Inc. Mr. Mueting will be the Principal-in-Charge and will maintain continuous contact with the City's Project Representative. He will direct the project from start to finish and will keep project team members informed of all matters affecting the impact on the client requirements (i.e., design conformance, budgets, and schedules). Mr. Mueting will be responsible for overall project coordination and development of all aspects of the project ensuring continuity of preliminary design through construction documents. He will be especially mindful of the political and public attitudes regarding each project. This effort will require that he maintain close communication with the City's Project Representative.

His expertise in the areas of creative group dynamics and facilitation, programming and conceptual design, as well as strategies and processes for design innovation contribute to each project.

#### RELATED PROJECT EXPERIENCE

- 14th Street Skate Park, Long Beach
- El Dorado Community Center, Long Beach
- Cesar Chavez Park and Community Center, Long Beach
- Long Beach Sports Park, LSA Associates
- Santa Clarita Skate Park, Santa Clarita
- San Joaquin Marsh Master Plan, Irvine
- Sea Terrace Park, Dana Point
- Fillmore Aquatic Center, Fillmore

#### LICENSES/REGISTRATIONS

- Landscape Architect/CA 2055
- Architect/CA C012928

#### EDUCATION

- University of Nebraska, Bachelor of Architecture
- University of Michigan, Masters of Landscape Architecture



### Larry Mouri

LLA LEED® AP

Project Manager/  
Landscape Architect

**Larry Mouri**, as Project Manager for RJM Design Group Inc., is experienced in all phases of the design process from program development and site analysis, to conceptual design, construction documentation and construction observation. Mr. Mouri's main experience in planning and landscape architecture include urban design and rehabilitation, park design, multi-density residential housing and commercial development.

#### RELATED EXPERIENCE

- Oregon Park, Long Beach
- Ocean Blvd. Bluff Erosion and Enhancement, Long Beach
- 14th Street Skate Park, Long Beach
- Molina Park, Long Beach
- El Dorado Community Center, Long Beach
- Cesar Chavez Park and Community Center, Long Beach
- Anaheim Resort Area Streetscape, Anaheim, CA
- Norman P. Murray Community and Senior Center, Mission Viejo
- San Joaquin Marsh Campus, Irvine
- Convention Way Streetscape Master Plan, Irvine
- Anaheim Convention Center, Anaheim
- Anaheim Resort Area Master Plan and Bus Shelter Concepts, Anaheim

#### LICENSES/REGISTRATIONS

- Landscape Architect/CA/2152

#### EDUCATION

- Bachelor of Science/Landscape Architecture/ California Polytechnic State University / Pomona, CA
- University of California, Irvine / Extension Program/ Environmental Planning
- Universities of Kyoto and Osaka/ Japan

## 2. Subcontractor Information

### Rich Moore

PE

MCE Consultants

Mr. Moore has over 30 years experience with a specialization within the park/recreation and public works area. He has extensive experience in all phases of grading, water quality/hydrology/hydraulics, water/sewer, bikeway/pedestrian trails, survey/mapping and streets for projects throughout Southern California. His wide range of technical expertise and private/public work history provides valuable experience in managing all types of projects from streetscapes, to master planned parks, to aquatics centers, to small trail projects thru environmentally sensitive areas, to park retrofit projects. Mr. Moore has been in responsible charge as a project manager on **over 80 projects from master planning thru construction documents with RJM Design Group** over the past 10 years including:

- Chino Hills Sports Park – Chino Hills: Development of a 33-acre recreational park consisting of 6 major fields for soccer and baseball, parking lot, street improvements.
- Jurupa Valley Aquatics Center - Rubidoux: A 7-acre recreational park consisting of a major aquatics facility including swimming pool, lazy river, water play areas, and associated facilities.
- Central Park – Phases 1 and 2 - Santa Clarita: A 110-acre site a recreational park consisting of 4 baseball diamonds, 8 soccer fields, basketball, parking lot and associated facilities.
- Sea Terrace Park – Dana Point: A 20-acre passive recreational park consisting of parking lot, street improvements, interior trail system, drainage, street improvements and associated facilities.
- Lake Laguna Park - Fullerton: A landscape restoration project at Lake Laguna

including trail realignment, drainage improvements, grading, seating, parking lot improvements.

- Fillmore Aquatic Complex - Fillmore: An aquatics and recreational park consisting of a swimming pool complex, 2 tennis courts, a parking lot and associated facilities.
- Todd Longshore Park - Santa Clarita: A 6-acre hillside passive recreational park consisting street improvements, parking lot, utilities, hillside grading, trails, and rest areas.
- Park at River Walk - Bakersfield: A 32-acre recreational park, parking lot, interior trail system, amphitheater, lake, water features, and picnic facilities.
- Rancho Cucamonga Central Park – Rancho Cucamonga: A 100-acre park for a senior center, community center and recreational park, trails, river channel, street improvements
- Ontario Sports Park - Ontario: A 20-acre recreational park consisting of 7 soccer fields including 2 artificial fields, a parking lots and associated facilities.

#### LICENSES/REGISTRATIONS

- Registered Civil Engineer - California No. 23971; Arizona No. 25792
- Registered Mechanical Engineer - California No. 18210

#### EDUCATION

- BS - Civil Engineering, University of Nebraska, 1969
- MS - Civil Engineering, University of Nebraska, 1973

#### REFERENCES/PROJECTS

(listed in Section 3)

- Norman P. Murray Community/Senior Center - City of Mission Viejo
- Sea Terrace Park - City of Dana Point
- Fillmore Aquatic Complex - City of Fillmore



## 2. Subcontractor Information

*Legal Name/Service:*  
Water Concern Ltd./Irrigation

*Company Ownership:*  
Corporation

*Incorporated (state/year):*  
California/2000

*Office Locations:*  
Rancho Santa Margarita, CA

*Present Size of Firm:* 5

*Office Assigned to  
City of Long Beach  
projects:* RSM, CA

*Point of Contact  
for Contract:*  
Steve Hohl, Principal  
29829 Santa Margarita Parkway, Ste 200  
Rancho Santa Margarita, CA 92688  
Telephone (949) 635-0474

*Qualifications:*  
Experiences range from parks, sports fields, streetscapes, master planned communities, community associations, and commercial landscapes. Through our project experiences, we continue to maintain great relationships with local water purveyors. We are comprised of a team of experienced irrigation professionals; many hold multiple certifications and are highly regarded for their irrigation and water management solutions. Water Concern is highly focused on resource management - considering budgets and conservation that are increasingly crucial to the overall success of the landscape program in the community.

*Length of Time Vendor  
Has Provided Services:* 22



### Steve Hohl

Principal

Irrigation Design  
Water Concern, Ltd.

Our business is modeled as a multi faceted collaboration, specializing in large scale irrigation master planning and design, irrigation retrofit, water management, and central control systems. Water Concern is actively involved in State and local water issues. Involvement with the amendment of AB1881, Model Water Efficient Ordinance, MWDOC and MWD water summits and seminars, and qualifications as Certified Designer and Auditor as well as the EPA Water Sense program has continued to provide attentive responsiveness to water issues affecting Southern California.

Steve oversees all irrigation projects for numerous clients, landscape architects, and community associations. Steve has enjoyed teaching positions and guest lecturing for numerous classes at Cal Poly in the Landscape Irrigation Science program.

#### EDUCATION

- BS Landscape Irrigation Science, California State Polytechnic University, Pomona, CA

#### REFERENCES/PROJECT EXPERIENCE

*(listed in Section 3)*

- Sea Terrace Park - City of Dana Point
- Ocean Blvd. Bluff Erosion and Enhancement - City of Long Beach

*(not listed in Section 3)*

- Park at River Walk - City of Bakersfield  
A 32-acre recreational park, parking lot, interior trail system, amphitheater, lake, water features, and picnic facilities.  
Construction Completed in 2007  
Ken Trone, Park Construction and Facilities Manager (661) 326-3268

## 2. Subcontractor Information

**Legal Name/Service:**  
James D. Mickartz, Inc./Architect

**Company Ownership:**  
Corporation

**Incorporated (state/year):**  
California/1985

**Office Location:**  
Irvine, CA

**Present Size of Firm:** 1

**Office Assigned to  
City of Long Beach  
projects:**  
Irvine office

**Point of Contact  
for Contract:**  
James D. Mickartz, Project Manager  
James Mickartz Architect  
2253 Martin #207  
Irvine, CA 92618  
Phone: (949) 450-1088

**Qualifications:**  
James Mickartz Architect (JMA) is a multidisciplinary architectural firm located in Irvine, Ca. specializing in the design of the buildings for public park projects and various other related project types.

**Length of Time Vendor  
Has Provided Services:** 25 years

### Jim Mickartz

Architect

James Mickartz Architects

#### EDUCATION

Bachelor of Arts in Architecture  
Southern California Institute of  
Architecture, June 1973

#### LICENSES/REGISTRATIONS

CA Architectural Registration # C10416  
Arizona Architectural Registration #34464  
NCARB Registration # 25033  
LEED Accredited Professional / LEED AP

#### PROJECT EXPERIENCE

Established in 1990, JMA has provided design, construction documents and construction administration services for **the following park projects with RJM Design Group:**

- Woodfield Park Restroom and Concession Building, Aliso Viejo, Ca.
- Cedar Grove Park Restroom and Trellis Structure, Tustin, Ca.
- Heritage Way Park Restroom Building, Tustin, Ca.
- El Dorado Park Senior Center Expansion, Long Beach, Ca.
- Citrus Ranch Park Restrooms, Shade Structures, Overlook Building, Tustin, Ca.
- Bill Barber Park Restroom's, Tennis Building and Shade Structures, Irvine Ca.
- Bommer Canyon Trailhead Building, Irvine, Ca.
- Olympiad Park Restroom Building and Shade Structure, Mission Viejo, Ca.
- Todd Longshore Park Restroom, Arbors, Overlook Buildings, Santa Clarita, Ca.
- The Park at Riverwalk Outdoor Amphitheater and Restrooms, Bakersfield, Ca.
- Temecula Aquatics Complex Buildings, Temecula, Ca.

#### REFERENCES

*(listed in Section 3)*

- Fillmore Aquatics Center Buildings, Fillmore, Ca.
- Santa Clarita Skate Park Restroom and Concession Building, Picnic Structures

*(not listed in Section 3)*

- Park at River Walk - City of Bakersfield  
A 32-acre recreational park, parking lot, interior trail system, amphitheater, lake, water features, and picnic facilities.  
Construction Completed in 2007  
Ken Trone, Park Construction and Facilities Manager (661) 326-3268



## 2. Subcontractor Information

**Legal Name/Service:**  
Konsortum 1/Electrical Engineering

**Company Ownership:**  
Corporation

**Incorporated (state/year):**  
California/1996

**Office Locations:**  
Santa Ana, Riverside, and Roseville, CA

**Present Size of Firm:** 39

**Office Assigned to  
City of Long Beach  
projects:**  
Santa Ana office

**Point of Contact  
for Contract:**  
Jerry Leonhardt, Project Manager  
KONSORTUM 1 – Santa Ana, CA  
1532 E. Warner Avenue  
Santa Ana, CA 92705  
Phone: (714) 668-4200

**Qualifications:**  
KONSORTUM1 provides a diverse range of engineering and design services including the following:

- Full Service Electrical Engineering
- Architectural Lighting Consulting
- Utility Company Consulting
- Fire Alarm and Life Safety Systems Consulting
- Security and Access Control Systems Consulting
- CCTV Security Systems Consulting
- Audio/Visual Systems Consulting
- Telecommunications Systems Consulting
- Alternative / Sustainable Energy Designs
- Data Center Consulting

KONSORTUM1 is committed to designing sustainable environments and we truly believe that sustainability and good design go hand in hand. We are a member of the U.S. Green Building Council and an EPA Energy Star Partner.

**Length of Time Vendor  
Has Provided Services:** 14 years



### Jerry Leonhardt

PE

Konsortum 1

KONSORTUM 1, since its inception in 1996, has developed an industry leading reputation as a talented electrical engineering/design firm, by providing high quality, architecturally pleasing, state-of-the-art electrical designs. We serve clients ranging from nationally recognized architects, developers, and design-build electrical contractors to educational, municipal and governmental agencies. All work is performed using the latest computer-aided design technology and equipment, including software packages such as AutoDesk Revit MEP 3-D modeling software, AutoDesk AutoCAD 2009 software, and AGI32 lighting rendering/modeling software.

As a Project Manager at KONSORTUM 1, Mr. Jerry Leonhardt is involved in all engineering decisions and is responsible for the day-to-day management of projects from the initial planning stages to the final construction support services. Mr. Leonhardt is involved in all phases of construction document preparation, including schematic and design development services, energy compliance documentation, comprehensive electrical specifications, estimating and construction field support.

#### **EDUCATION**

Engineering Studies/California State University Fullerton

#### **PROFESSIONAL AFFILIATIONS**

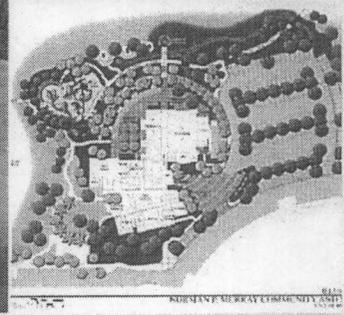
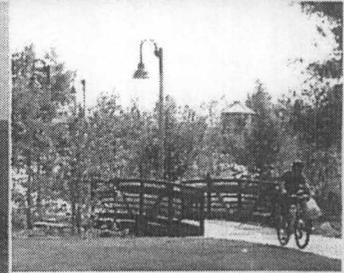
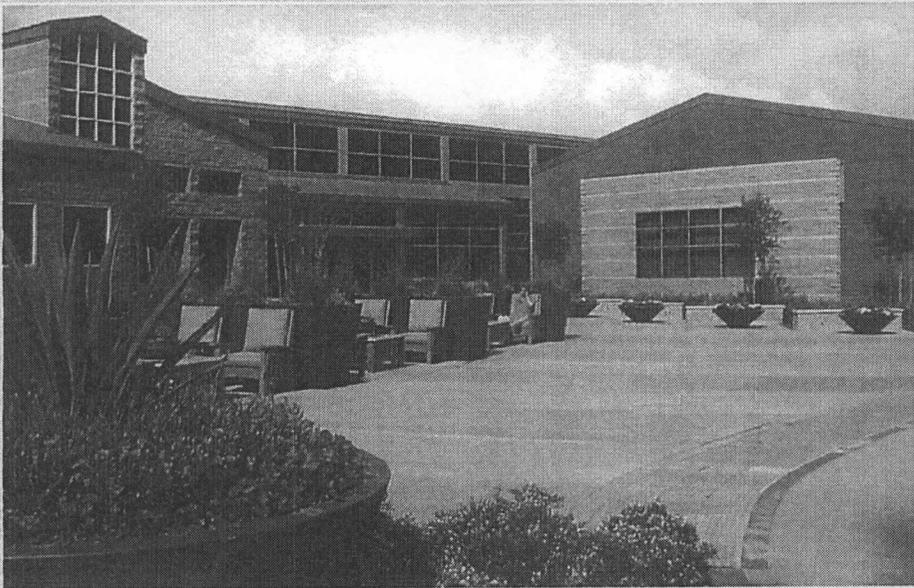
Illuminating Engineering Society of North America

#### **REFERENCES**

(listed in Section 3)

- San Joaquin Marsh Campus - IRWD
  - Sea Terrace Park - City of Dana Point (not listed in Section 3)
- Rebekah Gladson  
Associate Vice Chancellor & Campus Architect /University of California at Irvine  
(949) 824-7232

### 3. References/Project Experience



#### A. Similar Project Experience

##### Norman P. Murray Community and Senior Center Expansion - Mission Viejo, CA

###### Project Description:

The Norman P. Murray Community and Senior Center enjoys a reputation as an active intergenerational center. With its new 13,500 square foot addition, including a cultural and performing arts building, the center is buzzing with activities for all. Surrounded by beautiful Oso Viejo Park, the facility offers grand terraces, pedestrian bridges and walkways, shade structures, creek overlooks, picnic areas, garden seating areas, tot lot area, Veterans Plaza, and pedestrian trail linkages to Oso Creek Trail. The Village Green is a dual-purpose area with two soccer fields that can also be used as an area for large community events. A dry creek bed acts as a bioswale to cleanse run-off water from the parking lot and Village Green. Community-wide support has been developed and maintained through annual community events involving planting installations, and the development of "public art" projects including permanent mosaic installations located throughout the park and adjacent trail.

###### Project Start Date:

Master Plan Started in 2004

###### Project Completion Date:

Construction Completed March 2008

###### Client Name and Project Manager:

City of Mission Viejo  
Mr. Kelly Doyle, Director of Rec. Services  
kdoyle@cityofmissionviejo.org  
(949) 470-3000

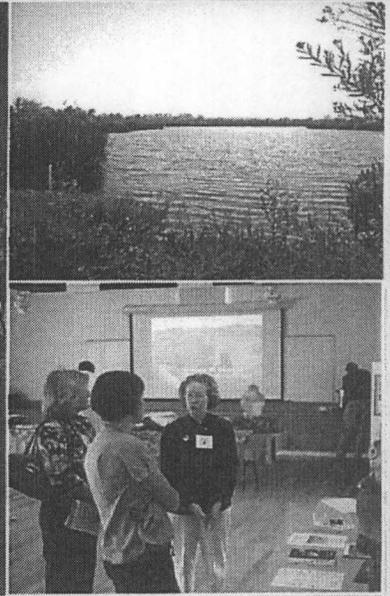
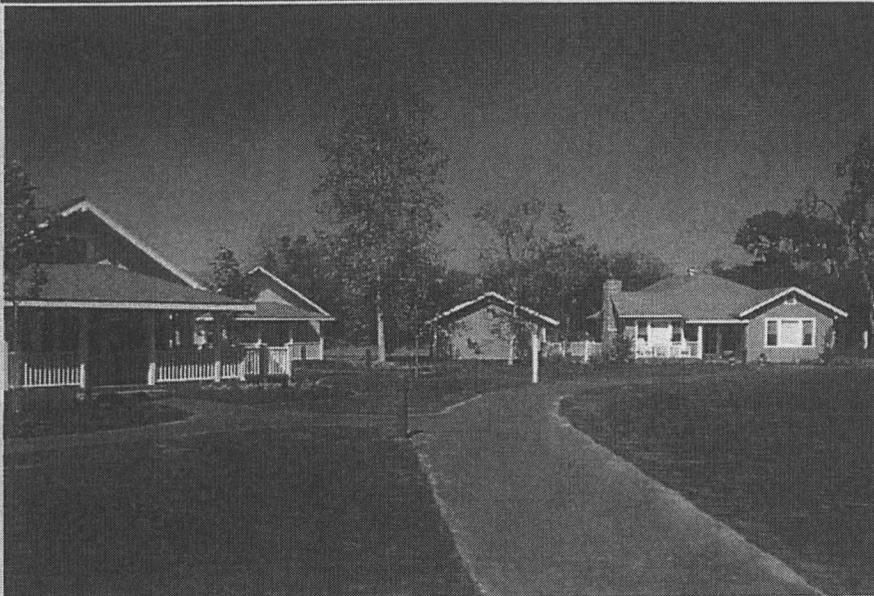
**Staff Assigned:** Larry Mouri, L.A. / Project Manager  
Rich Moore, Civil Engineer

###### Services Included:

Site Evaluation & Analysis, Facilitation of Community Meetings and Workshops, Conceptual and Schematic Design Services, Design Development Drawings, Construction Documents and Specifications, Grading and Drainage Plans, Planting and Irrigation Design, On-Site Construction Observation



### 3. References/Project Experience



#### San Joaquin Marsh Campus - Irvine Ranch Water District, CA

**Project Description:**

The San Joaquin Marsh Campus consists of a group of historic Irvine ranch houses that were relocated from their original placement on site to better depict a functional campus-like atmosphere for educational programs and tours. The buildings were re-oriented for better spatial relationships and public access. Curvilinear decomposed granite trails provide easy pedestrian access. The campus plan incorporates sustainable concepts, such as, recycled plastic composite materials for outdoor deck space, porches, ramps and site furniture, native plant material, on-site containment of storm water runoff, conveyance of overflow storm water to adjacent settling ponds, utilization of recycled water, decomposed granite pavement, permeable gravel parking lot, and low level lighting to reduce night time light pollution.

The San Joaquin Marsh Campus will house Irvine Ranch Water District and National Audubon Society educational programs, exhibits, classroom space, a permanent microscope/research facility and administrative space. This historic and environmentally designed campus is a significant addition to the San Joaquin Marsh Natural Treatment System project and wildlife sanctuary.

**Project Start Date:**

Master Plan Started in 2006

**Project Completion Date:**

Construction Completed in February 2008

**Client Name and Project Manager:**

Irvine Ranch Water District  
Kevin Burton  
(949) 453-5854

**Staff Assigned:** Larry Mouri, Project Manager  
Jerry Leonhardt, Electrical

**Services Included:**

Site Evaluation & Analysis, Conceptual and Schematic Design Services, Design Development Drawings, Construction Documents and Specifications, Grading and Drainage Plans, Planting and Irrigation Design, On-Site Construction Observation



### 3. References/Project Experience



#### Sea Terrace Park - Dana Point, CA

##### Project Description:

This is a passive park, with a mile of meandering walkways, located on Pacific Coast Highway across the street from the grand Ritz Carlton and popular Salt Creek Beach. Contour grade site to emulate the natural, rolling landforms of the adjacent golf course. Design meandering pedestrian trail system for ADA accessibility. Orient overlook seating areas to maximize views to the ocean and provide landscape buffering from golf course activities. Develop a native/drought tolerant plant palette that represents the natural landscape character of the Southern California Coast. A boulder/river rock streambed curves through the planting areas collecting nuisance water while the grassy meadows are graded to act as vegetated swales. The park has picnicking and bench seating areas. Overlook areas are oriented for view corridors to the Pacific Ocean. Phase II will include parking, basketball, volleyball, tot lot and restroom facilities.

##### Project Start Date:

Master Plan Started in 2006

##### Project Completion Date:

Construction Completed in December 2008

##### Client Name and Project Manager:

City of Dana Point  
Kevin Evans, Recreation Director  
(949) 248-3532

##### Staff Assigned:

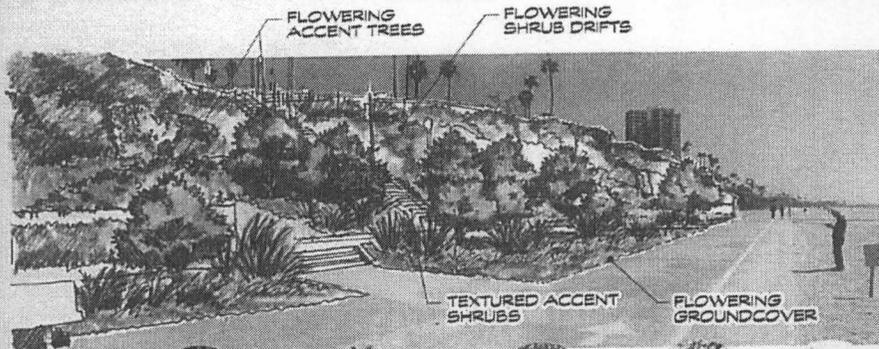
Robert Mueting, Project Principal  
Rich Moore, Civil Engineer  
Steve Hohl, Irrigation  
Jerry Leonhardt, Electrical

##### Services Included:

Site Evaluation & Analysis, Facilitation of Community Meetings and Workshops, Conceptual and Schematic Design Services, Design Development Drawings, Construction Documents and Specifications, Grading and Drainage Plans, Planting and Irrigation Design, On-Site Construction Observation



### 3. References/Project Experience



*Limonium peresi*  
Sea Lavender



*Phormium tenax*  
New Zealand Flax



*Metrosideros excelsus*  
New Zealand Christmas Tree



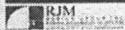
*Erythrina cristagalli*  
Common Coral Tree



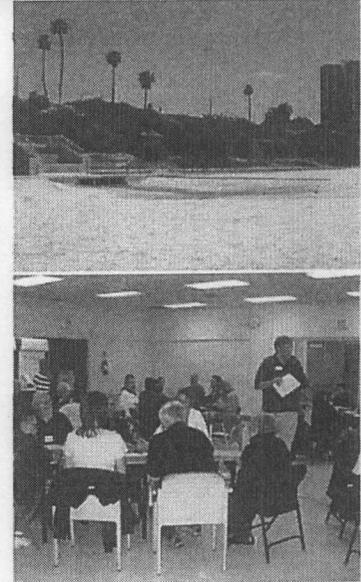
*Euryops pectinatus*  
Yellow Bush Daisy



*Rhus integrifolia*  
Lemonade Berry



OCEAN BLVD. "THE BLUFFS" - EROSION CONTROL AND ENHANCEMENT  
CITY OF LONG BEACH, CALIFORNIA



#### Ocean Boulevard Bluff Erosion and Enhancement - Long Beach, CA

**Project Description:**

The Ocean Boulevard Bluff Erosion and Enhancement project comprises of an approximately one-mile section of thirty foot high oceanfront bluffs, which provide a separation between the beach and the urban development above. The bluffs have been subject to significant erosion and are badly in need of slope stabilization and aesthetic enhancement. Workshops with the Bluff Park Neighborhood Association were conducted to receive feedback on their impressions of the project and to provide input on the type of landscape treatments desired. The planting concepts placed emphasis on drought tolerant plants either native or adaptive to the site conditions; a water efficient irrigation system; erosion control techniques; maintenance considerations; and aesthetic appeal

**Project Start Date:**

Master Plan Started in March 2009

**Project Completion Date:**

Construction Documents In Progress

**Client Name and Project Manager:**

City of Long Beach  
Sandra Gonzalez, Manager  
(562) 570-3210

**Staff Assigned:** Larry Mouri, Project Manager

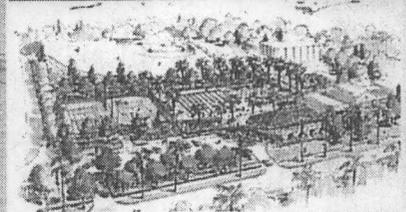
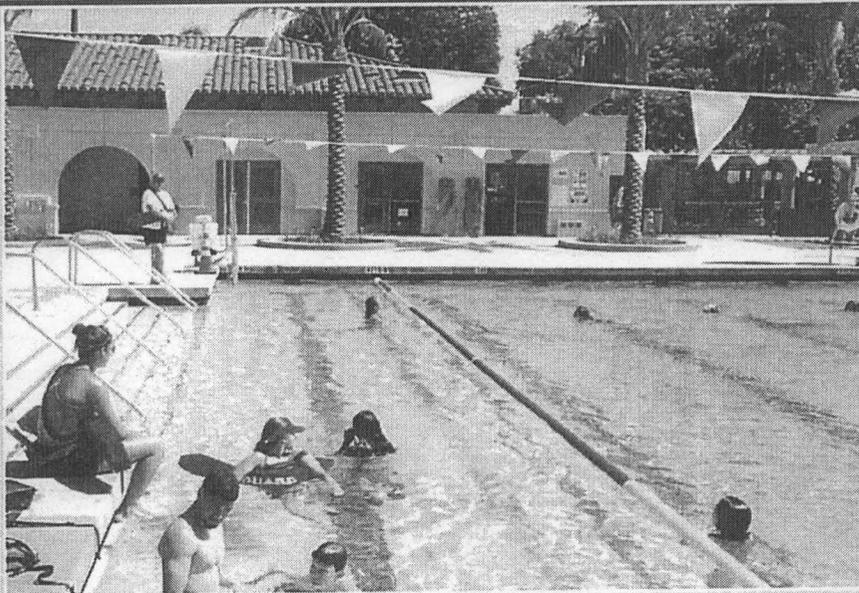
Rich Moore, Civil Engineer  
Steve Hohl, Irrigation

**Services Included:**

Site Evaluation & Analysis, Facilitation of Community Meetings and Workshops, Conceptual and Schematic Design Services, Design Development Drawings



### 3. References/Project Experience



#### Fillmore Aquatic Complex - Fillmore CA

**Project Description:**

The Fillmore Aquatic Center is a unique venture between the City of Fillmore and Fillmore Unified School District, made possible when the City purchased property from the school district to develop and operate an aquatic facility. The existing school pool/building was demolished in order to facilitate the new aquatic facility.

Improvements consist of a new 25yd x 25m instructional/competition pool, spray/splash recreation play area, and a 3,500 square foot aquatic building with office space, restrooms, lockers, pool equipment, and storage. Facility amenities also include shade-covered bleachers, group picnic areas, two tennis courts and off-street parking.

**Project Start Date:**

Master Plan Started in 2007

**Project Completion Date:**

Construction Completed in November 2009

**Client Name and Project Manager:**

City of Fillmore  
Manuel Minjares  
(805) 524-3701

**Staff Assigned:** Robert Muetting, Project Principal

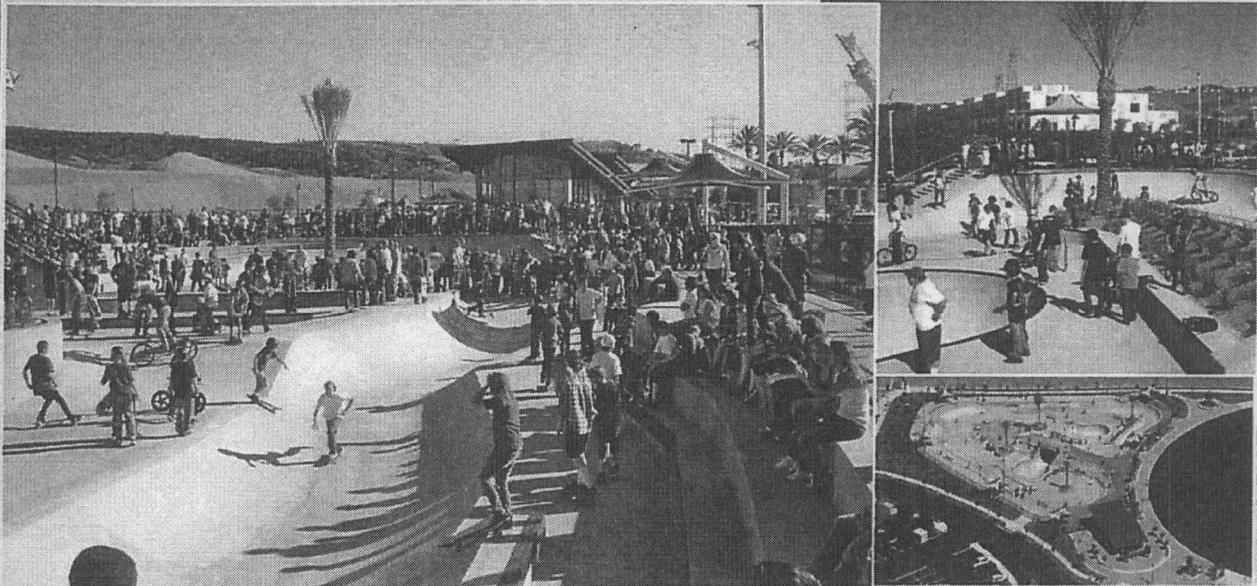
Rich Moore, Civil Engineer  
Jim Mickartz, Architect

**Services Included:**

Site Evaluation & Analysis, Conceptual and Schematic Design Services, Design Development Drawings, Construction Documents and Specifications, Grading and Drainage Plans, Planting and Irrigation Design, On-Site Construction Observation



### 3. References/Project Experience



#### Santa Clarita Skate Park - Santa Clarita, CA

**Project Description:**

The City of Santa Clarita opened its new 40,000 square foot state of the art Skate Park facility to the public on March 27, 2009. Huge crowds of excited skate park enthusiasts of all ages crowded into the Santa Clarita Sports Park to take part in the wide range of skate oriented opening day festivities.

The lighted skate park is divided into two unique areas - the upper and lower park. The upper area features a 5' bowl with a channel drop-in and a snake-run leading into a double bowl with narrow channels between the two bowls. The lower park is a reservoir-type park that features 3' to 4' banks, a spine, ledges and rails. "Skate-able", bowl shaped planters are integrated into the skate park design, effectively combining landscape aesthetics with skate park form and function. An adjacent 900 square foot restroom/concession building is part of the improvements designed to service the skate park area.

**Project Start Date:**

Master Plan Started in 2007

**Project Completion Date:**

Construction Completed in March 2009

**Client Name and Project Manager:**

City of Santa Clarita  
Mr. Rick Gould  
Director of Parks and Recreation  
(661) 255-4978

**Staff Assigned:** Robert Muetting, L.A., Project Mgr  
Rich Moore, Civil Engineer  
Jim Mickartz, Architect

**Services Included:**

Site Evaluation & Analysis, Facilitation of Community Meetings and Workshops, Conceptual and Schematic Design Services, Design Development Drawings, Construction Documents and Specifications, Grading and Drainage Plans, Planting and Irrigation Design, On-Site Construction Observation



### 3. References/Project Experience

#### B. Approach/Methodology

Sustainable design should demonstrate an attractive environment that is in balance with the local climate and requires minimal resource inputs, such as fertilizer, pesticides and water. Sustainable landscaping begins with an appropriate design that includes functional, cost efficient, visually pleasing, environmentally friendly and maintainable areas. This would include a plant palette consisting of water efficient plant materials that are currently available and are known for their survivability in the local environment.

Our firm is committed to the appropriate use of plant material. Fundamental to our success in the past has been a sound understanding of Southern California's limited water resources and the selection of landscape material responsive to both regional and site specific challenges. We are enthusiastic and encouraged by the resurgence of interest in environmentally sound landscape design. Through plant material selection, irrigation design, grading, drainage, and on-going maintenance - design solutions can be realized which are both beautiful and sustainable.

The success in creating water conserving projects is attributed to balancing the priority of both irrigation and landscape upfront - in the schematic stages of the project. Prior to design development of the project, irrigation water usage calculations will be provided to determine the estimated irrigation usage. The result will facilitate coordination between the City and RJM on selection of plant palette, irrigation methods, and landscape theme - all while conforming to the 2010 Water Efficient Landscape Ordinance. During design development, irrigation equipment, design techniques, construction details, and specifications will be provided to demonstrate the approach in order to achieve the water allotment for each project. The irrigation system will be designed in accordance with the 2010 Water Efficient Landscape Ordinance for the City of Long Beach - including the following:

- Utilize recycled water where currently available or in the near future.
- Achieve a maximum water allotment of 70% of reference Evapotranspiration.
- Properly hydrozone plants to separate massings of material to allow proper irrigation scheduling and sustainability with plant water use, microclimates, soil types, and irrigation types.
- Include a "Hydrozone Plan" to identify each zone to clarify the water usage calculations.
- Landscape and Irrigation construction documents conforming to the requirements of Sections 2.4 and 2.5 of the Ordinance.
- Irrigation scheduling parameters matrix to program the smart weather based control system with the appropriate data required by the City's central control system.
- An irrigation audit made by a qualified irrigation consultant or certified irrigation auditor to observe conformance to the Ordinance as prescribed by the plans and specifications.



# 4. Forms



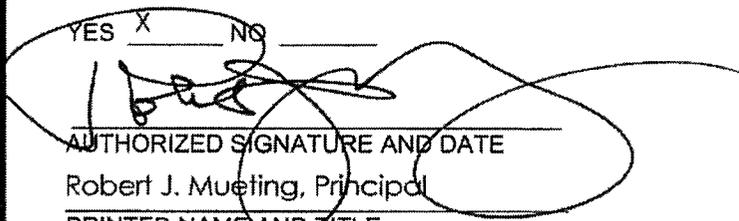
City of Long Beach  
Purchasing Division  
333 W Ocean Blvd/7<sup>th</sup> Floor  
Long Beach CA 90802

## Attachment A

### CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES  NO

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE AND DATE

Robert J. Mueling, Principal

\_\_\_\_\_  
PRINTED NAME AND TITLE

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

#### EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
Attachment C		See following Page (additions in red)
Attachment C		See following Page (deletions in stike-through)

Service Contract RFP

RFP NO. PRM 10-011

Attachment



## 4. Forms

### Attachment A - Exceptions to RFP

#### RE: Attachment C, Pro-Forma Agreement (Sample)

**Page 5 - 5. Insurance, C;**

.....Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior to written notice to City, or ten (10) days notice due to non-payment of premium, shall be primary and not contributing to any other insurance....

**Page 10 - 15. Law;**

.....Consultant shall comply with all applicable laws, ordinances, rules and regulations of that are in effect at the time services are performed, and obtain all permits, licenses and certificates required by all applicable federal, state and local....

**Page 10 - 17. Indemnity, line 5;**

.....costs and expenses (including reasonable attorney's fees, court costs, and expert....

**Page 10 - 17. Indemnity, line 11;**

.....Independent of the duty to indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend City and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall be required for the duty to defend to arise.

**Page 10 - 17. Indemnity, line 17;**

.....shall tender the defense indemnity of the Claim to Consultant, and shall assist Consultant at Consultant's sole expense, as may be reasonably requested, in the defense claim.



## 4. Forms



City of Long Beach  
Purchasing Division  
333 W Ocean Blvd/7<sup>th</sup> Floor  
Long Beach CA 90802

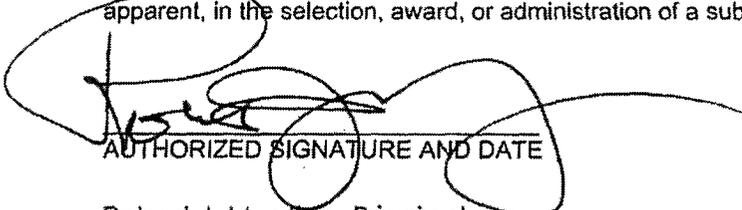
### Attachment B

#### STATEMENT OF NON-COLLUSION

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE AND DATE

Robert J. Mueffing, Principal

\_\_\_\_\_  
PRINTED NAME AND TITLE

## 4. Forms



City of Long Beach  
Purchasing Division  
333 W Ocean Blvd/7<sup>th</sup> Floor  
Long Beach CA 90802

**City of Long Beach**  
**Request For Proposal Number PRM 10-011**  
**For**  
**Landscape Architectural Services**

Release Date: January 6, 2010  
Due Date: January 28, 2010

For additional information, please contact:  
Yvonne A. Lucas, Buyer, 562/570-6039  
This RFP is available in an alternative format by calling 562/570-6200

**See Page 5, for instructions on submitting proposals.**

Company Name RJM Design Group, Inc. Contact Person Robert J. Muetting  
Address 31591 Camino Capistrano City San Juan Capistrano State CA Zip 92675  
Telephone (949) 493-2600 Fax (949) 493-2690 Federal Tax ID No. [REDACTED]  
Prices contained in this proposal are subject to acceptance within 90 calendar days.  
I have read, understand, and agree to all terms and conditions herein. Date January 27, 2010  
Signed [Signature]  
Print Name & Title Robert J. Muetting, Principal

Page 1 of 13

(RFP NO. PRM10-011)



## 4. Forms



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 W. EST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

PURCHASING DIVISION

### NOTICE TO BIDDERS

ADDENDUM NO. 1

RFP NO. PRM10-011

### LANDSCAPE ARCHITECTURAL SERVICES

January 19, 2010

To All Prospective Bidders:

Please review the revised information listed below.

Date answers to questions will be available is REVISED

Answers to all questions submitted will be available: *January 21, 2010 at 5:00 p.m.*

Please acknowledge receipt of this addendum by signing and including with proposal.

Acknowledged By: \_\_\_\_\_

Company: \_\_\_\_\_

Date: January 27, 2010



# EXHIBIT “B”

Rates or Charges

*ORIGINAL*

# City of Long Beach

Parks, Recreation & Marine

*COST PROPOSAL for*

## Landscape Architectural Services on an "As Needed" Basis

*January 28, 2010*



Submitted by:



# COST PROPOSAL

## PROOF OF PAYMENT FOR SUBCONSULTANTS

RJM will submit copies of subconsultant invoices and check stubs as requested for proof of payment to the City of Long Beach with each monthly statement for the previous month.

Payments will be due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1-1/2% of the amount due, compounded monthly.

## HOURLY BILLING REATES

For your convenience, we have provided the hourly rates for our key team members.

### RJM DESIGN GROUP, INC.

PRINCIPAL LANDSCAPE ARCHITECT	\$145.00 - \$165.00 PER HOUR
ASSOCIATE LANDSCAPE ARCHITECT	\$130.00 - \$140.00 PER HOUR
LANDSCAPE ARCHITECT/PROJECT MANAGER	\$115.00 - \$125.00 PER HOUR
CADD TECHNICIAN	\$ 95.00 PER HOUR
DRAFTSPERSON	\$ 80.00 PER HOUR
WORD PROCESSOR	\$ 65.00 PER HOUR

### MCE CONSULTANTS

PRINCIPAL	\$160.00 PER HOUR
PROJECT MANAGER	\$120.00 PER HOUR
PROJECT ENGINEER	\$100.00 PER HOUR
PROJECT SURVEYOR	\$120.00 PER HOUR
DESIGN ENGINEER	\$ 90.00 PER HOUR
COMPUTER DRAFTSPERSON	\$ 70.00 PER HOUR
PROJECT ASSISTANT	\$ 50.00 PER HOUR
3-MAN SURVEY CREW	\$260.00 PER HOUR
2-MAN SURVEY CREW	\$210.00 PER HOUR

### JAMES MICKARTZ, ARCHITECT

PRINCIPAL ARCHITECT	\$125.00 per hour
ASSOCIATE ARCHITECT	\$ 105.00 per hour

### KONSORTUM 1

PRINCIPAL	\$225.00 PER HOUR
PROJECT ASSOCIATE	\$180.00 PER HOUR
PROJECT ENGINEER	\$165.00 PER HOUR
PROJECT MANAGER	\$150.00 PER HOUR

### WATER CONCERN LTD.

DIRECTOR	\$135.00 PER HOUR
SR. DESIGN MANAGER	\$110.00 PER HOUR
DESIGN MANAGER	\$ 95.00 PER HOUR
DESIGNER	\$ 85.00 PER HOUR
CLERICAL	\$ 65.00 PER HOUR



# COST PROPOSAL

## Reimbursable Expenses

All reimbursable costs will be billed to the City at cost plus 15%. to include:

- All reproduction (including consultant reproduction), printing, plotting, graphic expenses, special delivery and handling of documents and shipping.
- Any other costs, fees, or expenses authorized by the Client.

Note: Does not include printing of construction documents for bidding purposes. In order to save consultant mark-up on reprographic, printing, photographic, and delivery expenses, it is our suggestion that the Client establish an account at a local blueprint company. This will save the client approximately 10-20% (Client discount and consultant mark-up).



# EXHIBIT “C”

City’s Representative:

Sandra Gonzalez

(562) 570-3210

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# EXHIBIT “D”

Materials/Information Furnished: None

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# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

## Section 1. CONTRACTOR/VENDOR INFORMATION

Name: RJM Design Group, Inc. Federal Tax ID No [REDACTED]  
Address: 31591 Camino Capistrano  
City: San Juan Capistrano State: CA ZIP: 92675  
Contact Person: Robert Mueeting Telephone: 949-493-2600  
Email: rjm@rjmdesigngroup.com Fax: 949-493-2690

## Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.  Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes  No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes  No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  
 Yes  No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_\_\_ Yes \_\_\_ No

Section 4. REQUIRED DOCUMENTATION

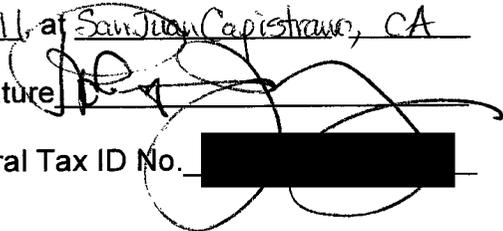
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 23<sup>rd</sup> day of February, 2011, at San Juan Capistrano, CA

Name Robert J. Mueeting

Signature 

Title President

Federal Tax ID No. 

## **EQUAL BENEFITS ORDINANCE DISCLOSURE**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

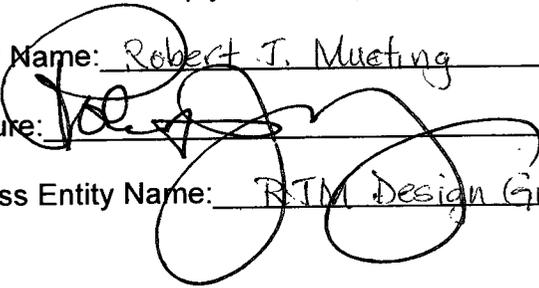
- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Robert J. Muehling Title: President

Signature:  Date: Feb. 23, 2011

Business Entity Name: RTM Design Group, Inc.