

1 CONSULTANT AGREEMENT

2 **29876**

3 THIS AGREEMENT is made and entered, in duplicate, as of October
4 4, 2006, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting held on September 19, 2006, by and
6 between LISA PADILLA DBA CITYWORKS DESIGN, a sole proprietor, with a place of
7 business at 800 East Colorado Boulevard, Suite 270, Pasadena, California 91101
8 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires services to be performed in connection with the
10 General Plan Update ("Project"); and

11 WHEREAS, City has selected Consultant in accordance with City's
12 administrative procedures and City has ascertained that Consultant and its employees are
13 qualified, licensed, if so required, and experienced in performing such as-needed
14 specialized services; and

15 WHEREAS, City desires to have Consultant perform said services, and
16 Consultant is willing and able to do so on the terms herein;

17 NOW, THEREFORE, in consideration of the mutual terms and conditions in
18 this Agreement, the parties agree as follows:

19 1. SCOPE OF WORK OR SERVICES.

20 A. Consultant shall furnish services more particularly set forth in Exhibit "A",
21 attached to hereto and incorporated by this reference, in accordance with the standards
22 of the profession, and City shall pay for said services in the manner described below, at
23 the rates shown on Exhibit "A", not to exceed \$180,000.00. By entering into this
24 Agreement, City does not guarantee or promise that City will engage the services of
25 Consultant for a specific project or projects. City will request the services of Consultant
26 only as and if City needs and requires those services.

27 B. Consultant may select the time and place of performance provided,
28 however, that access to City documents, records, and the like, if needed by Consultant,

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 shall be available only during City's normal business hours and provided that milestones
2 for performance, if any, are met.

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

16 D. Consultant represents that Consultant has obtained all necessary
17 information on conditions and circumstances that may affect performance hereunder and
18 has conducted site visits, if necessary.

19 **2. TERM AND TERMINATION.**

20 A. The term of this Agreement shall commence at midnight on October 12,
21 2006, and shall terminate at 11:59 p.m. on September 30, 2008, unless sooner terminated
22 as provided in this Agreement, or unless the services to be performed hereunder or the
23 Project is completed sooner.

24 B. Either party shall have the right to terminate this Agreement for any
25 reason or no reason at any time by giving fifteen (15) calendar days' prior notice to the
26 other party. In the event of termination under this Section, City shall pay Consultant for
27 services satisfactorily performed and costs incurred up to the effective date of termination
28 for which Consultant has not been previously paid. The procedures for payment in Section

1 1.0 with regard to invoices shall apply. On the effective date of termination, Consultant
2 shall deliver to City all data (as defined below) developed or accumulated in the
3 performance of this Agreement, whether in draft or final form, or in process. And,
4 Consultant acknowledges and agrees that City's obligation to make final payment is
5 conditioned on Consultant's delivery of the data to City.

6 3. COORDINATION AND ORGANIZATION.

7 A. Consultant shall coordinate its performance hereunder with City's
8 representative, **Angela Reynolds**. Consultant shall advise and inform City's representative
9 in making presentations and in holding meetings for the exchange of information. City shall
10 furnish to Consultant information or materials, if any, described in Exhibit "B" attached
11 hereto and incorporated herein by this reference, and shall perform any other tasks
12 described therein.

13 B. The parties acknowledge that a substantial inducement to City for entering
14 this Agreement was and is the reputation and skill of Consultant's key employee Lisa
15 Padilla. City shall have the right to approve any person proposed by Consultant to replace
16 that key employee.

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

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 5. INSURANCE. As a condition precedent to the effectiveness of this
2 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
3 of this Agreement from insurance companies that are admitted to write insurance in
4 California or from authorized non-admitted insurance companies 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 ISO
7 form CG 00 01 11 85 or CG 00 01 11 88) 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 completed
11 operations liability. The City, its officials, employees and agents shall be
12 named as additional insureds by endorsement (on City's endorsement form
13 or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to
14 both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain
15 no special limitations on the scope of protection given to the City, its officials,
16 employees and agents.

17 (b) Workers' Compensation insurance as required by the California
18 Labor Code and employer's liability insurance in an amount not less than
19 \$1,000,000.

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

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

25 Any self-insurance program, self-insured retention, or deductible must be
26 separately approved in writing by City's Risk Manager or designee and shall protect City,
27 its officials, employees and agents in the same manner and to the same extent as they
28 would have been protected had the policy or policies not contained retention or deductible

1 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
2 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,
3 and shall be primary and not contributing to any other insurance or self-insurance
4 maintained by City. Consultant shall notify the City in writing within five (5) days after any
5 insurance has been voided by the insurer or cancelled by the insured. If this coverage is
6 written on a "claims made" basis, it must provide for an extended reporting period of not
7 less than one year, commencing on the date this Agreement expires or is terminated,
8 unless Consultant guarantees that Consultant will provide to the City evidence of
9 uninterrupted, continuing coverage for a period of not less than three (3) years,
10 commencing on the date this Agreement expires or is terminated.

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

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

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

28 The procuring or existence of insurance shall not be construed or deemed

1 as a limitation on liability relating to Consultant's performance or as full performance of or
2 compliance with the indemnification provisions of this Agreement.

3 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates
4 the personal services of Consultant and Consultant's employees, and the parties
5 acknowledge that a substantial inducement to City for entering this Agreement was and is
6 the professional reputation and competence of Consultant and Consultant's employees.
7 Consultant shall not assign its rights or delegate its duties hereunder, or any interest
8 herein, or any portion hereof, without the prior approval of City, except that Consultant may
9 with the prior approval of the City Manager of City, assign any moneys due or to become
10 due Consultant hereunder. Any attempted assignment or delegation shall be void, and any
11 assignee or delegate shall acquire no right or interest by reason of such attempted
12 assignment or delegation. Furthermore, Consultant shall not subcontract any portion of
13 its performance required hereunder without the prior approval of the City Manager or
14 designee, or substitute an approved subcontractor without said prior approval to the
15 substitution. Nothing stated in this Section 6 shall prevent Consultant from employing as
16 many employees as Consultant deems necessary for performance of this Agreement.

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

23 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,
24 materials, tools, machinery, equipment, appliances, transportation and services necessary
25 to or used in the performance of Consultant's obligations hereunder, except as stated in
26 Exhibit "B".

27 9. OWNERSHIP OF DATA. All materials, information and data prepared,
28 developed, or assembled by Consultant or furnished to Consultant in connection with this

1 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
2 graphs, charts, computer disks, computer source documentation, samples, models,
3 reports, summaries, drawings, designs, notes, plans, information, material, and
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
5 and City shall have the unrestricted right to use and disclose the Data in any manner and
6 for any purpose without payment of further compensation to Consultant. Copies of Data
7 may be retained by Consultant but Consultant warrants that Data prepared exclusively for
8 City shall not be made available to any person or entity for use without the prior approval
9 of City. Said warranty shall survive termination of this Agreement for five (5) years.
10 Consultant may use on other projects any standard information and any Data not prepared
11 exclusively for City.

12 10. CONFIDENTIALITY. Consultant shall keep the Data confidential and
13 shall not disclose the Data or use the Data directly or indirectly other than in the course of
14 services provided hereunder during the term of this Agreement and for three (3) years
15 following expiration or termination of this Agreement. In addition, Consultant shall keep
16 confidential all information, whether written, oral, or visual, obtained by any means
17 whatsoever in the course of Consultant's performance hereunder for the same period of
18 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
19 Consultant's own benefit or the benefit of others except for the purpose of this Agreement.
20 Confidential information does not include any Data in the public domain or required by law
21 to be disclosed.

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

28 12. AMENDMENT. This Agreement, including all Exhibits, shall not be

1 amended, nor any provision or breach waived, except in writing signed by the parties which
2 expressly refers to this Agreement.

3 13. LAW. This Agreement shall be governed by and construed pursuant to
4 the laws of the State of California (except those provisions of California law pertaining to
5 conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations
6 of and obtain such permits, licenses, and certificates required by all federal, state and local
7 governmental authorities.

8 14. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
9 constitutes the entire understanding between the parties and supersedes all other
10 agreements, oral or written, with respect to the subject matter herein.

11 15. INDEMNITY. Consultant shall, with respect to services performed in
12 connection with this Agreement, indemnify and hold harmless City, its Boards,
13 Commissions, and their officials, and employees (collectively in this Section, "City") from
14 and against any and all liability, claims, demands, damage, loss, causes of action,
15 proceedings, penalties, costs and expenses (including reasonable attorney's fees, court
16 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims
17 include allegations and claims for property damage, personal injury or death arising in
18 whole or in part from any negligent act or omission of Consultant, its officers, employees,
19 agents, sub-consultants, or anyone under Consultant's control (collectively "Indemnitor");
20 Consultant's breach of this Agreement; misrepresentation; willful misconduct; and Claims
21 by any employee of Indemnitor relating in any way to worker's compensation. Independent
22 of the duty to indemnify and as a free-standing duty on the part of Consultant, Consultant
23 shall defend City and shall continue such defense until the Claim is resolved, whether by
24 settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or
25 the like on the part of Indemnitor shall be required for the duty to defend to arise.
26 Consultant shall notify City of any Claim within ten (10) days. Likewise, City shall notify
27 Consultant of any Claim, shall tender the defense of such Claim to Consultant, and shall
28 assist Consultant, as may be reasonably requested, in such defense.

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 16. AMBIGUITY. In the event of any conflict or ambiguity between this
2 Agreement and any Exhibit, the provisions of this Agreement shall govern.

3 17. COSTS. If there is any legal proceeding between the parties to enforce
4 or interpret this Agreement or to protect or establish any rights or remedies hereunder, the
5 prevailing party shall be entitled to its costs and expenses, including reasonable attorneys'
6 fees and court costs (including appeals).

7 18. NONDISCRIMINATION. In connection with performance of this
8 Agreement and subject to federal and state laws, rules and regulations, Consultant shall
9 not discriminate in employment or in the performance of this Agreement on the basis of
10 race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status,
11 handicap, or disability.

12 It is the policy of City to encourage the participation of Disadvantaged,
13 Minority and Women-owned Business Enterprises in City's procurement process, and
14 Consultant agrees to use its best efforts to carry out this policy in the award of all approved
15 subcontracts to the fullest extent consistent with the efficient performance of this
16 Agreement. Consultant may rely on written representations by subconsultants regarding
17 their status. City's policy is attached as Exhibit "C" hereto. Consultant shall report to City
18 in March and in September or, in the case of short-term agreements, prior to invoicing for
19 final payment, the names of all subconsultants engaged by Consultant for this Project and
20 information on whether or not they are a Disadvantaged, Minority or Women-Owned
21 Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C.
22 Sec. 637).

23 19. NOTICES. Any notice or approval required hereunder by either party
24 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
25 class, postage prepaid, addressed to Consultant at the address first stated herein, and to
26 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attention: City
27 Manager. Consultant shall also send a copy to the City Engineer at the same address but,
28 for purposes of satisfying the requirement for notice under this Section, notice to the City

1 Manager shall be sufficient. Notice of change of address shall be given in the same
2 manner as stated herein for other notices. Notice shall be deemed given on the date
3 deposited in the mail or on the date personal delivery is made, whichever first occurs.

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

12 21. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the
13 following copyright protection on all Data: © City of Long Beach, California _____, inserting
14 the appropriate year.

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

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

25 22. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that
26 Consultant has not employed or retained any entity or person to solicit or obtain this
27 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
28 commission, or other monies based on or from the award of this Agreement. If Consultant

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 breaches this warranty, City shall have the right to terminate this Agreement immediately
2 notwithstanding the provisions of Section 10 hereof or, in its discretion, to deduct from
3 payments due under this Agreement or otherwise recover the full amount of the fee,
4 commission, or other monies.

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

10 24. CONTINUATION. Termination or expiration of this Agreement shall not
11 affect rights or liabilities of the parties which accrued prior to termination or expiration of
12 this Agreement, and shall not extinguish any warranties hereunder.

13 25. TAX REPORTING. As required by federal and state law, City is
14 obligated to and will report the payment of compensation to Consultant on
15 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and
16 state taxes resulting from payments under this Agreement.

17 26. ADVERTISING. Consultant shall not use the name of City, its officials
18 or employees in any advertising or solicitation for business, nor as a reference, without the
19 prior approval of the City Manager or designee.

20 27. AUDIT. City shall have the right at all reasonable times during the term
21 of this Agreement and for a period of three (3) years after termination or expiration of this
22 Agreement to examine, audit, inspect, review, extract information from, and copy all books,
23 records, accounts, and other documents of Consultant relating to this Agreement.

24 28. THIRD PARTY BENEFICIARY. This Agreement is not intended or
25 designed to or entered for the purpose of creating any benefit or right for any person or
26 entity of any kind that is not a party to this Agreement.

27 IN WITNESS WHEREOF, the parties have caused this document to be duly
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

executed with all formalities required by law as of the date first stated herein.

LISA PADILLA DBA CITY WORKS DESIGN, a sole proprietor

October 10, 2006

By 
Lisa Padilla
(Type or Print Name)

_____, 2006

By _____

(Type or Print Name)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

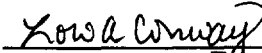
11-16, 2006

By 
City Manager

"City"

This Agreement is approved as to form on 11/8, 2006.

ROBERT E. SHANNON, City Attorney

By 
Deputy

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

LAC:bg
06-05093
L:\APPS\CtyLaw32\WPDOCS\D004\P005\00094966.WPD

EXHIBIT “A”

URBAN DESIGN SCOPE

The following scope defines specific tasks that will be performed by Lisa Padilla of CITYWORKS Design to shape the urban design components of the City of Long Beach General Plan Update over the course of four phases:

- Phase I - Work Program Refinement & Project Branding
- Phase II - Visioning
- Phase III - Framework
- Phase IV - Community Plans

Her work will parallel the work of the general plan prime consultant EDAW and their team that includes MIG, traffic, sustainability and other general plan consultants. Under contract to the City of Long Beach, Lisa's work will be directed by the City's General Plan project manager, but will be coordinated as closely as possible with the EDAW team. She will develop the graphic content and summary text for the urban design elements and design guidelines. Final formatting for public presentations and final reports will be done by the EDAW team. This scope of work is expected to occur over 24 months, commencing in September of 2006 and completed by August 2008.

Phase I Work Program Refinement & Project Branding

3 months (Oct 2006 through Dec 2006)

This initial phase includes a critical review of the City's previous planning work deemed most relevant to the General Plan update. Staff will share key planning issues and objectives during a team kick-off meeting. An all-day bus tour will provide an overview of the city's neighborhoods to be addressed in the subsequent project phases. An initial urban design analysis will be produced based on the findings during this first phase.

Tasks

- Review background materials and reports
- Bus tour with City Staff
- Urban form analysis

Task Hours = 64

Products

- Urban form analysis conceptual overlays on aerial maps
- Supplemental photography of neighborhoods and character-defining elements

Meetings

- Kick-off meeting with Staff (1 day download on 10/12/06)
- CAT meeting (1 total)
- Focus group meeting re: design topic (1 total)
- Historic resource consultant (1 total)
- Staff meetings (2 total)
- Staff briefing & training (1 total)

Meeting Hours = 32

Total Phase I Hours = 96
(11% of budget)

Phase II Visioning

5 months (Jan 2007 through May 2007)

This second phase will focus on the North & Central Long Beach Specific Plans as a way to test key urban design concepts. A summary of key urban design challenges and opportunities will be produced, in addition to graphics that illustrate key urban design concepts for the North & Central Long Beach Specific Plans. Most of this work will build on previous plans and will fold key principals into the General Plan Update. Lisa will participate in one Community Festival and one neighborhood area workshop during this phase. This phase will shape the vision for the larger general plan and key design principles common to the other neighborhood areas.

Tasks

Task Hours = 140

- Develop urban design challenges & opportunities report
- North & Central Long Beach Specific Plans - input on opportunities & constraints
- Coordination with EDAW on guidelines & visualizing options
- Coordination with EDAW on sustainable & mobility opportunities

Products

- Draft paper & diagrams of challenges & opportunities
- Character perspectives & 3-4 design options for North Long Beach Specific Plan

Meetings

Meeting Hours = 40

- Community Festival (1 total)
- Neighborhood area workshop - North or Central Long Beach (1 total)
- CAT meetings (1 total)
- Staff meetings (3 total)
- Staff briefing & training (3 total)

Total Phase II Hours = 180
(20% of budget)

Phase III Framework

7 months (Jun 2007 through Dec 2007)

The third phase will focus on the goals and objectives for the selected plan elements that together make up the Framework. Tasks will include developing character perspectives, diagrams, design options and photo examples for the remaining five neighborhood areas of the City. The urban design products will be integrated into the framework text produced by the EDAW team.

Tasks

Task Hours = 298

- Review & comment on land use model
- Develop design guidelines that support the framework elements
- Refine urban design challenges & opportunities report
- Develop options for neighborhood opportunity areas
- Provide input on EDAW's photo simulations

Products

- Design guidelines summary text, sketches & photos
- Character perspectives of neighborhoods
- Conceptual sketches for use in Specific Plans

Meetings

Meeting Hours = 44

- CAT meeting (1 total)
- Neighborhood area workshops (6 total)
- Staff meetings (2 total)
- Staff briefing & training (2 total)

Total Phase III Hours = 342
(39% of budget)

Phase IV Community Plans

8 months (Jan 2008 through Aug 2008)

This fourth phase will build on the framework of the previous phase and will focus on developing urban design ideas for the remaining five neighborhood areas, and developing specific recommendations as to how the vision and goals will be realized.

Tasks

Task Hours = 184

- Coordinate with EDAW on draft community form & function element
- Develop graphics for vision & design guidelines
- Developed preferred urban design options
- Respond to edits on urban design elements

Products

- Key graphics & vision diagrams
- Perspectives of key community features
- Summary urban design principles for general plan
- Final urban design graphics edited per final comments

Meetings

Meeting Hours = 80

- Community Festival (1 total)
- PA/RC/CC Workshop (1 total)
- Planning Commission Hearing (1 total)
- City Council Hearings (2 total)
- CAT meetings (2 total)
- Staff meetings (5 total)
- Staff briefing & training (5 total)

Total Phase IV Hours = 264
(30% of budget)

Total Project Hours = 882

Labor Fee (\$170/hour billing rate) = \$149,940

Expense Allowance = \$9,000

Total Contract Amount = \$158,940

Notes & Exceptions

The following notes are intended to clarify the scope outlined above. Exceptions clarify tasks and products not included in this scope of work (a fee proposal can be provided to the City for these additional services if requested in the future).

- Budgeted expenses include image preparation (scanning & creation of CDs), reproduction (color or black & white copies), photography (film and/or special processing if needed), local travel and parking, mailing, overnight and courier services.
 - All debriefings from public meetings will occur during another regularly scheduled meeting included in the urban design scope. Project meeting notes will be produced by EDAW as part of their general plan products.
 - The urban design products will consist of graphic sketches, freehand perspectives, framework diagrams and summary text for inclusion in EDAW reports; policy writing is not included.
 - All graphic products will be transmitted to City Staff and EDAW in the form of electronic files (jpeg or pdf) for inclusion in final presentation formats by EDAW and MIG. Final presentation products will be formatted and produced by EDAW with MIG for all public meetings and city hearings, including powerpoint or slide presentations, large presentation boards and handouts.
 - Professional watercolor renderings and three dimensional modeling or models are not included.
-

THERE IS NO EXHIBIT “B”

**CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED
AND WOMEN-OWNED BUSINESS ENTERPRISES**

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-owned and Women-owned business Enterprises in all aspects of contracting including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "C"