

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

AGREEMENT

32074

THIS AGREEMENT is made and entered, in duplicate, as of January 5, 2011 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 4, 2011, by and between RICHARD FISHER ASSOCIATES, a California corporation, with a place of business at 2001 E. First Street, Suite 160, Santa Ana, California 92705 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with as-needed landscape architectural services ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000), at the rates or charges shown in Exhibit "B".

B. Consultant may select the time and place of performance for

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

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

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

27 F. Prior to the start of performance, Consultant shall deliver to
28 City certificates of insurance and the endorsements for approval as to sufficiency

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

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

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

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

1 prior approval of the City Manager or designee, or substitute an approved subconsultant
2 or contractor without approval prior to the substitution. Nothing stated in this Section
3 shall prevent Consultant from employing as many employees as Consultant deems
4 necessary for performance of this Agreement.

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

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

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

26 10. TERMINATION. Either party shall have the right to terminate this
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
28 prior notice to the other party. In the event of termination under this Section, City shall

1 pay Consultant for services satisfactorily performed and costs incurred up to the effective
2 date of termination for which Consultant has not been previously paid. The procedures
3 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
4 termination, Consultant shall deliver to City all Data developed or accumulated in the
5 performance of this Agreement, whether in draft or final form, or in process. And,
6 Consultant acknowledges and agrees that City's obligation to make final payment is
7 conditioned on Consultant's delivery of the Data to the City.

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

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

23 13. ADDITIONAL COSTS AND REDESIGN.

24 A. Any costs incurred by the City due to Consultant's failure to
25 meet the standards required by the scope of work or Consultant's failure to
26 perform fully the tasks described in the scope of work which, in either case,
27 causes the City to request that Consultant perform again all or part of the Scope of
28 Work shall be at the sole cost of Consultant and City shall not pay any additional

1 compensation to Consultant for its re-performance.

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

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

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

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

22 17. INDEMNITY.

23 A. Consultant shall indemnify, protect and hold harmless City, its
24 Boards, Commissions, and their officials, employees and agents ("Indemnified
25 Parties"), from and against any and all liability, claims, demands, damage, loss,
26 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
27 costs and expenses, including attorneys' fees, court costs, expert and witness
28 fees, and other costs and fees of litigation, arising or alleged to have arisen, in

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whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

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

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

D. To the extent this Agreement is a professional service agreement for work or services performed by a design professional (architect, landscape architect, professional engineer or professional land surveyor), the provisions of this Section regarding Consultant's duty to defend and indemnify shall be limited as provided in California Civil Code Section 2782.8, and shall apply only to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

E. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

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

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

7 20. NONDISCRIMINATION.

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

18 B. It is the policy of City to encourage the participation of
19 Disadvantaged, Minority and Women-owned Business Enterprises in City's
20 procurement process, and Consultant agrees to use its best efforts to carry out
21 this policy in its use of subconsultants and contractors to the fullest extent
22 consistent with the efficient performance of this Agreement. Consultant may rely
23 on written representations by subconsultants and contractors regarding their
24 status. Consultant shall report to City in May and in December or, in the case of
25 short-term agreements, prior to invoicing for final payment, the names of all
26 subconsultants and contractors hired by Consultant for this Project and information
27 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
28 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.

1 637).

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

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

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

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

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

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

24 E. If the City determines that the Consultant has set up or used
25 its contracting entity for the purpose of evading the intent of the EBO, the City may
26 terminate the Agreement on behalf of the City. Violation of this provision may be
27 used as evidence against the Consultant in actions taken pursuant to the
28 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor

1 Responsibility.

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

10 23. COPYRIGHTS AND PATENT RIGHTS.

11 A. Consultant shall place the following copyright protection on all
12 Data: © City of Long Beach, California _____, inserting the appropriate year.

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

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

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

1 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
2 from payments due under this Agreement or otherwise recover the full amount of the fee,
3 commission, or other monies.

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

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

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

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

23 29. AUDIT. City shall have the right at all reasonable times during the
24 term of this Agreement and for a period of five (5) years after termination or expiration of
25 this Agreement to examine, audit, inspect, review, extract information from, and copy all
26 books, records, accounts, and other documents of Consultant relating to this Agreement.

27 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
28 designed to or entered for the purpose of creating any benefit or right for any person or

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

1 entity of any kind that is not a party to this Agreement.

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

4 RICHARD FISHER ASSOCIATES, a
5 California corporation

6 _____, 2011

By Richard A. Fisher
President

Richard A. Fisher
Type or Print Name

8 _____, 2011

By Taylor Smith
Secretary

Taylor Smith
Type or Print Name

11 "Consultant"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 4.5, 2011

By _____ Assistant City Manager
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

16 "City"

17 This Agreement is approved as to form on 2-22

2011.

19 ROBERT E. SHANNON, City Attorney

20 By [Signature]
Deputy

EXHIBIT “A”

Scope of Work



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th 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 Richard Fisher Associates Contact Person Richard Fisher
 Address 200 E First, Ste. 160 City Santa Ana State CA Zip 92705
 Telephone (714) 245-9270 Fax (714) 245-9275 Federal Tax ID No. XXXXXXXXXX
 Prices contained in this proposal are subject to acceptance within 60 calendar days.
 I have read, understand, and agree to all terms and conditions herein. Date 1-28-10
 Signed Richard A. Fisher
 Print Name & Title Richard A. Fisher, President



CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

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

PURCHASING DIVISION

RECEIVED
JAN 22 2010
RICHARD FISHER ASSOCIATES

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: Richard A Fisher

Company: RICHARD FISHER ASSOCIATES

Date: 1-28-10



CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

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

PURCHASING DIVISION

RECEIVED
JAN 22 2010
RICHARD FISHER ASSOCIATES

NOTICE TO BIDDERS

ADDENDUM NO. 2

RFP NO. PRM10-011

LANDSCAPE ARCHITECTURAL SERVICES

January 21, 2010

To All Prospective Bidders:

Listed below are questions and answers for the above referenced Request for Proposals.

- 1. Question: Section 8.2 - Subcontractor Information:** Is it recommended that landscape architecture firms list in the RFP submittal any and all potential subcontractors for the 11 "types of projects" listed in Section 6 of the RFP "Project Specifications?"

Answer: Yes

- 2. Question:** If a particular subcontractor is not listed in the RFP submittal, can that subcontractor be used on a future project awarded under this "As-Needed" contract?

Answer: With prior City approval, yes.

- 3. Question:** As is typical with on-call/as-needed contracts, it is impossible to determine the number of hours of services from each discipline without known task, project site conditions, and scope of work as requested on pg 10 of the RFP. Instead, for the submittal of 'Cost', should we submit Professional Hourly Rates by Personnel Classification for each firm?

Answer: Yes, this is acceptable.

(3A) Question: The RFP requires a cost proposal with a total fixed price and estimated hours of service for each year of the contract. How can we provide this information without knowing the type, size and scope of the projects potentially assigned under this contract?

Answer: see response to #3.

(3B) Question: Page 10, Section 9.2, Cost: Please clarify what is expected of the Cost Proposal from the vendor. Since the RFP is for on-call services for various projects, there are no particular project and/or scope identified. How can a vendor submit hours of service per each contract year and a total fixed price for the project budget?

Answer: See #3 response.

(3C) Question: Item 4.10 requires proposals to be submitted in 2 parts: Narrative/Technical Proposal & Cost Proposal, packaged separately, submitted together. (A) Since the scope of work described in Item 6 is for "As-Needed Landscape Architectural Services" would the cost proposal consist of our general fee schedule, which lists each employee's hourly billing rate? (B) Should it still be submitted separately?

Answer: (A) Yes, see response to item #3
(B) Yes

(3D) Question: There are a couple references (Sections 5.3 and 11.5) to the City not be obligated to accept the lowest priced proposal, however, it's possible more than one vendor will be selected for the on-call list. Would you please clarify how the Cost Proposal weighs into the selection process, if in fact at all, since there is no particular project and scope to address at this time.

Answer: Proposers to submit fee schedules by classification. See #3 response.

(3E) Question: **Section 9.1 – COST:** As this is a proposal package for on-call landscape architectural services, could you provide more specifics as to what cost information you request? If hourly rates are requested, do you require a breakdown of rates per individual staff member, or position? Section 9.1 asks for specific "detailed fixed prices". Please clarify if these are actually hourly rates requested.

Answer: See #3 response.

(3F) Question: **Section 9.2 – COST:** Are you requesting a total number of hours per staff member dedicated to City of Long Beach projects? Please clarify "total fixed-price for the project budget".

Answer: See #3 response.

(3G) Question: **Under Item 9, Costs:** the RFP asked to provide "detailed fixed prices, including out-of-pocket expenses". How do we provide costs without knowing the project and specific scope of work? Or, are we to provide hourly rate schedule for the Consultant and Sub-consultants?

Answer: See #3 response.

(3H) Question: Item 9 asks for a detailed cost proposal. Since this is on-call, do they mean a rate sheet? It also asked for number of hours to be worked; without a specific scope, this is not possible, but we could include a sample scope and labor rates by job classification?

Answer: See #3 response.

(3I) Question: **Cost Proposal:** Section 9.1 requests: "Vendors must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein...." A cost estimate is not possible for unknown projects. Does the City want hourly rates?

Answer: See #3 response.

(3J) Question: 9.2 requests: "Vendors must submit a number of hours of service to be provided each year of the contract, an hourly cost for services and a total fixed-price for the project budget." A cost estimate and budget is not possible for unknown projects. Does the City want hourly rates?

Answer: See #3 response.

(3K) Question: How can we provide a cost proposal, or number of hours of service, without a defined scope? Can we delete these items from the requirements?

Answer: See #3 response.

(3L) Question: There are a number of references to costs but no specific project to respond to. Do you want hourly rates? Again without a specific project we can't breakdown the \$50,000 budget into hours.

Answer: See #3 response.

(3M) Question: Please clarify Section 9 Cost 9.1: Since this is for an On Call contract, would an hourly rate schedule and list of charges for reimbursable expenses be adequate?

Answer: See #3 response.

(3N) Question: Section 9 Cost 9.2: Since there is no specific project, what would this "hours of service" be based on?

Answer: See #3 response.

4. **Question:** Item 11.22 requires agreement to all terms and conditions of the RFP. If our Insurance Company has suggestions for wording revisions to Attachment C should we provide these revision suggestions with our RFP Submittal?

Answer: Yes

5. **Question:** Page 8, Section 8.1 Primary Contractor Information, please clarify what is being asked by the third bullet, "Location of the office servicing any California account(s)."

Answer: Not applicable.

6. **Question:** Page 11, Section 11, Terms, Conditions, and Exceptions, Subsection 11.13: States that prices by the vendor shall be valid for the term of the contract and contract extensions. Does this mean the City will not accept any increase in hourly rates if a vendor's contract extends into a second or third year?

Answer: Yes. Fees remain the same for the life of the contract.

7. **Question:** Would the City of Long Beach consider engaging a qualified, California-based and licensed, landscape/urban design firm for this as-needed contract where out-of-pocket expenses would include air travel from the San Francisco Bay area?

Answer: This would not preclude proposers from submitting a response.

8. **Question:** **Attachment C:** Attachment C has been listed as "Sample Only". Please clarify whether this Attachment C should be submitted along with any cost proposal information.
- Answer:** No.
9. **Question:** Is there going to be any work for Geotechnical Engineering or Construction Materials Testing and Inspection?
- Answer:** No.
10. **Question:** We assume page 1 of 13 needs to be filled in and signed. Is there a specific place in the proposal that it needs to be included or can it be included after the attachments?
- Answer:** Yes.
11. **Question:** Pg 10 - what is a technical environment?
- Answer:** Not applicable.
12. **Question:** The RFQ asks for sub contractors also (I was going to list Civil, survey, environmental, architecture, electrical, cost estimating) – (A) do we want LEED? Without a target, I can list a lot of folks, but wanted to be concise in our response; it was getting lengthy. (B) Can I assume that if we are able to go back to say, Scherer Park, that the Architect would take the building responsibility and build a sub-team under architecture at that time?
- Answer:** (A) Your listed subs, noted in your question, will suffice.
(B) No. Landscape Architect to be the lead – all projects will be landscape architect approving projects.
13. **Question:** **Technical Proposal:** Section 4.5 of the RFP says, "The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order." Is there a preferred proposal organization that lists the sections that should be followed?
- Answer:** No.
14. **Question:** Number of employees both locally and nationally. What is the definition of locally (within Los Angeles, or within Southern California)?
- Answer:** Los Angeles.
15. **Question:** Section 4.6: it states that colored displays and promotional materials are not necessary or desired. Does this mean that the City doesn't want to see samples of our work? Will including samples be inappropriate for this RFP?
- Answer:** No.

16. **Question:** Section 8.4: does a business license need to be purchased before submitting this proposal? Or do we only purchase one when/ if our company is selected for this contract?

Answer: No.

17. **Question:** You request we follow the format of RFP in our response. Are sections 6,8, and 9 what you are referring to?

Answer: Yes.

18. **Question:** Section 4.6: are color photos inserted in text OK? Nothing too fancy.

Answer: Yes.

19. **Question:** A little unclear on section 4.7. What equipment? What part of RFP will services(?) address?

Answer: Not applicable.

20. **Question:** More than likely we'll have agronomist, electrical eng., and civil eng but don't know for sure without specific scope. Should we include anyway?

Answer: Yes.

21. **Question:** Is section 11.7 n/a like section 7?

Answer: Yes.

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

Acknowledged By: _____

Company: _____

Date: _____

Richard A Fisher
RICHARD FISHER ASSOCIATES
1-28-10

ORIGINAL

Proposal to Provide

Landscape Architectural Services On an As-Needed Basis PRM 10-011

Prepared for:

City of Long Beach

January 28, 2010

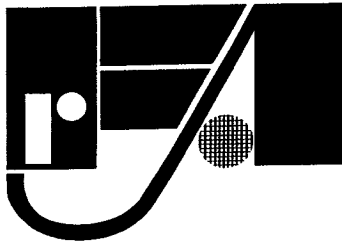


Prepared By:



Richard Fisher Associates

2001 East First Street, Suite 160, Santa Ana, Ca 92705
(714) 245-9270



Richard
Fisher
Associates

ASSOCIATES

January 28, 2010

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

**RE: PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES
ON AN AS-NEEDED BASIS – PRM 10-011**

Dear Ms. Lucas,

Richard Fisher Associates is pleased to submit the following Proposal for Landscape Architectural Services on an As-Needed Basis for Parks, Recreation and Marine/Public Works improvement projects within the **City of Long Beach**. This Proposal is presented in response with information provided in the "Request for Proposal No. PRM 10-011" released January 6, 2010.

We submit this Proposal with great enthusiasm and a high level of confidence that we offer to the **City of Long Beach** a well-balanced team of Landscape Design Professionals with the experience your City requires for On-Call Landscape Architectural Services. We look forward to meeting with your Evaluation Committee in an interview to further share with you our excitement about this contract.

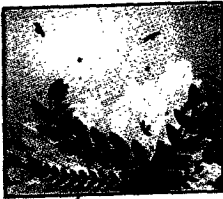
Richard Fisher Associates has been recently certified as a Small Business Enterprise by the **City of Long Beach**.

Thank you for the opportunity to state our interest in this contract and to submit this Proposal. We hope that this document communicates the strengths of our firm, project team, and approach. We are enthusiastic about this opportunity to work with the **City of Long Beach**.

Respectfully,

RICHARD FISHER ASSOCIATES

Richard A. Fisher, President
Registered Landscape Architect No.1429



Introduction

Richard Fisher Associates is an award-winning, full-service Landscape Architecture firm located in Santa Ana, California. In over three decades of practice, our team has completed a vast majority of its projects for public sector clientele. We value our track record of client retention and believe it speaks not only to our commitment to design excellence, but also to our strong service orientation. Several of our client relationships encompass the full **31 years** the **RFA** team has been providing consulting Landscape Architectural Services.

In early 1979, Richard Fisher founded and managed the Landscape Architecture Division of the multidisciplinary firm of BSI Consultants / Berryman & Henigar, and was later named Senior Vice President of the firm. After 19 years of heading up the Division, Richard Fisher was presented with the opportunity to purchase his division away from Berryman & Henigar, thus creating the design firm of **Richard Fisher Associates**.

Richard Fisher Associates is unique in the Landscape Industry in that we believe we are the only Design Studio dedicated solely to Municipal and Governmental Agency clientele. **RFA** was founded on the philosophy that a Municipality is not only the Client, but also an equal contributing member of the Team and the design process. While the role of our firm varies from being advisor to being a key staff support member of any particular municipality, we realize that communication and involvement of all key players is vital to the success of any project.

We also recognize that our public agency clients not only answer to Council/Board members, but to its citizens as well; which is why we believe in taking an active role in the Public Participation process. **Richard Fisher Associates** takes great pride in helping public agencies make their citizens' dreams a reality.

Qualifications

Richard Fisher Associates is a Landscape Architectural, Planning and Management Services firm dedicated wholly to the Municipality Agency clientele, with 172 Community and Neighborhood Park projects, 121 Streetscape projects, 8 Landscape Development Guideline Manuals and 9 Streetscape Design Standards / Guideline Manuals for 88 Public Agency Clients in its 31 year history. **Richard Fisher Associates** has also acted as Consulting City Landscape Architect for 12 Public Agency Clients and provided Plan Checking service to over 30 Public Agency Clients. In one case, these services have included serving as City Project Manager for 7 Public Parks, and a total of 30-miles of Public Trails.

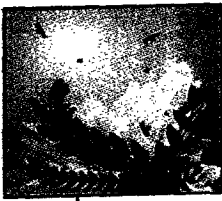
Our approach to projects is both passionate and pragmatic, with a strong emphasis on collaboration. Success is measured by the realization of our goals and the gratification of creating environments that yield lasting rewards.

The firm's size – large enough to accommodate projects of significant scale, while small enough to provide hands-on attention – afford us maximum flexibility in addressing design, management, consultant and in-house staffing, and cost issues. **Richard Fisher Associates** is founded on the principles of trust and integrity in everything we do.

Richard Fisher Associates has a long history of excellence in project implementation. We are committed to taking on the challenges of green design – both as stewards of the land and in recognition that every challenge makes us stronger and more versatile. Striving to become educators, we encourage active involvement in the design and maintenance of healthy environments at all levels of a project, designing in ways which promote long-term vitality of people and places.

Current Services to Other Municipalities

- **On-Call Services-** RFA provides Preliminary Landscape Plan reviews and Landscape Architectural Plan Checking services. *In the case of the City of Yorba Linda, RFA is proud of 31 years of service we have provided in this role!* RFA has highly refined Plan Check Checklists to assure the thorough process is routinely followed, as well as facilitate the clear communication of the necessary correction items to the applicant's design team. And although RFA currently doesn't provide regularly scheduled status reports of Plan Check activity, the firm has in the past for some municipal clients, and has a refined computer tracking system for all Plan Check work performed for all clients. The firm also provides CIP estimating for CIP budgeting; presentations on Landscape Architectural issues to Parks & Recreation Commissions, Planning Commissions and City Councils; and CIP Project Management Services from the planning, design process, and throughout construction on City projects.
- **Parks-** As examples of park design services, RFA has provided continuous park design services to the City of Bell for the past 7 ½ years, focusing on designs with maximum recreational return for the city's limited inventory of parklands. RFA has also been providing support staff services to the City of Laguna Hills for the past 19 years. In this effort, RFA has managed the Reconstruction and Playground Renovation of 12 Neighborhood Parks. In the City of Poway, RFA recently provided design services for the renovation of a two neighborhood park facilities that involved Richard Fisher's design efforts 25 years ago in these facilities' initial phase.
- **Streetscapes-** In the cities of Bell, Downey, La Mirada, Laguna Hills, Lynwood, Mission Viejo, Yorba Linda and San Clemente, RFA has completed or is designing median and parkway streetscapes and entry monumentation improvements along major arterials and collector streets. This includes: the initial Master Planning and design of the improvements for staff, community, and Commission and / or City Council approvals; Construction Plans and Specifications leading to public bidding of the projects; and Construction Observation services as the work is completed by the selected contractor. Streets that are in design at this time include Long Beach Blvd. (Lynwood) and Imperial Hwy. (Downey), La Paz at I-5 (Laguna Hills), Oso Pkwy. at Marguerite Pkwy. Intersection (Mission Viejo).
- **Hiking Trails-** In Laguna Hills, RFA is currently providing design services to expand the City's Open Space and Hiking Trail network. The specific goal is to provide important connections of trails within the City and links to trails in adjacent cities to better serve residents in the most effective manner possible. RFA is currently in the Construction Observation phase of the Oso Parkway Open Space and trail project of 1.25 miles. In the City of San Clemente, RFA recently completed representing the staff and working with the County of Orange in the development of major regional hiking trails through the open space corridors of the City. In addition, RFA managed the design and development of local hiking trails (to be owned & maintained by the City) that connect to the regional trails. Once completed, these trail improvements will add nearly 30 miles of additional trails.



Company Data

PRIMARY: Richard Fisher Associates – Landscape Architects

1. Located solely at the following address:

Richard Fisher Associates
2001 East First Street, Suite 160
Santa Ana, CA 92705
T: 714.245.9270 / F: 714.245.9275
www.rfaland.com

2. All correspondence during the consultant selection process, contractual negotiations and authorizations, and contact during the term of the contract can be made with:

Richard A. Fisher, President
Richard Fisher Associates
2001 East First Street, Suite 160
Santa Ana, CA 92705
T: 714.245.9270 / F: 714.245.9275
rfisher@rfaland.com

3. **Richard Fisher Associates**, a California Corporation (s-Corp), January 2002

4. Federal Tax ID # 

5. **Richard Fisher Associates** is its own entity and is not owned, either partially or totally, by any other business organization or individual.

6. **Richard Fisher Associates** has been in operation under the present business name since 1998. Prior to that, it operated as the Landscape Architectural Division of the multidisciplinary firm, BSI Consultants / Berryman & Henigar, since 1979.

7. **Richard Fisher Associates** has over 31 years of experience providing Landscape Architectural Design services to public agencies, including but not limited to: Contract City Landscape Architect, On-Call Landscape Architectural Services, Plan Check Services, Project Management of City-owner projects, Development of Design Guidelines, Master Plan Development, Park Planning & Design, and Streetscape Design.

8. Comparable Contracts

Agency: City of Yorba Linda
Contract Type: On-Call Professional Landscape Architectural Services
Contract Renewed: November 21, 2006 (4 Year Term)
Initial Contract Date: 1979

Agency: City of San Clemente
Contract Type: Consulting Landscape Architect, Park Planner & CIP Project Manager
Contract Renewed: December 5, 2006
Initial Contract Date: 1980

Agency: City of Poway
Contract Type: Professional Landscape Architectural Services
Contract Renewed: July 17, 2009 (1 Year Extension)
Initial Contract Date: 1980

Agency: City of Mission Viejo
Contract Type: Plan Check / Design or Other Professional Services
Contract Renewed: July 7, 2008 (2 Year Term)
Initial Contract Date: 1985

Agency: City of Laguna Hills
Contract Type: On-Call Professional Landscape Architectural Services
Contract Renewed: July 1, 2008 (5 Year Term)
Initial Contract Date: 1991

Agency: City of Bell
Contract Type: On-Call Professional Landscape Architectural Services
Contract Renewed: June 2, 2008
Initial Contract Date: 2002

9. **Richard Fisher Associates** has not had any failures or refusals to complete a contract. In addition, there are no alleged significant prior, or ongoing, contract failures, any civil or criminal litigation or investigation pending, nor has **RFA** been judged guilty or liable.
10. **Richard Fisher Associates** does not have financial interests in any other lines of business.

PERSONNEL INFORMATION

Principal:	1
Associate:	2
Professional/Technical:	2
Administrative:	1 Full Time / 2 Part-Time
TOTAL PERSONNEL	8

SUBCONSULTANT: d.d.Pagano, Inc. – Irrigation Consultants

1. Located solely at the following address:

d.d. Pagano, Inc.
4705 East Chapman Avenue
Orange, CA 92669
T: 714.771.9200 / F: 714.771.9202

2. **d.d. Pagano, Inc.**, a California Corporation (s-Corp) May 1992
3. **d.d. Pagano, Inc.** is its own entity and is not owned, either partially or totally, by any other business organization or individual.
4. **d.d. Pagano, Inc.** has been in operation under the present business name since 1973.
5. **d.d. Pagano, Inc.** has over 40 years of experience providing Irrigation design and consultation services to public agencies, private land developers, and commercial amusement park and resort owners. Services also include determination of the specific irrigation needs of each project, as well as long term maintenance requirements. In addition, the firm has provided design and consultation work for mitigation of plant restoration and wildlife habitat areas.

PERSONNEL INFORMATION

Principal:	1
Sr. Design Staff:	2
Administrative:	1 Full Time
TOTAL PERSONNEL	4

SUBCONSULTANT: Urban Resource – Civil Engineering

1. Located solely at the following address:

Urban Resource
23 Mauchly, Suite 110
Irvine, CA 92618
T: 949.727.9095 / F: 949.727.9098

2. **Urban Resource**, a California Corporation (s-Corp) Sept 2005
3. **Urban Resource** is its own entity and is not owned, either partially or totally, by any other business organization or individual.
4. **Urban Resource** has been in operation under the present business name since 2005.
5. **Urban Resource** formed 4 years ago to provide an exceptional level of Civil Engineering services to public agencies, Architects, Landscape Architects, and private project developers. Typical Engineering services will include grading and drainage, street and utility infrastructure design, survey and mapping, and general consultation services. The firm is proud of its success in providing creative and innovative solutions for each client's project. Their professional services focus on accuracy, timing, and project budgets.

PERSONNEL INFORMATION

Principal:	3
Project Mgr/ Eng'r:	1
(Survey - Sub/Cons.	2 Crews)
TOTAL PERSONNEL	4

SUBCONSULTANT:

Meyer and Associates - Architecture

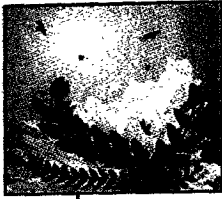
1. Located solely at the following address:

Meyer and Associates
23265 South Pointe Drive, Suite 102
Laguna Hills, CA 92653
T: 949.380.1151 / F: 949.380.8117

2. **Meyer and Associates**, a Sole Proprietorship May 1985
3. **Meyer and Associates** is its own entity and is not owned, either partially or totally, by any other business organization or individual.
4. **Meyer and Associates** has been in operation under the present business name since 1985.
5. **Meyer and Associates** is a specialized Architectural and Landscape Architectural firm providing recreation planning and design services to governmental agencies all over southern California. With over 30 years of experience providing Architectural design and consultation services, Meyer and Associates serves both as the lead consultant, and as a critical design team member as the Project Architect. Services also include determination of the specific recreation program needs of each project's facilities, as well as cost analysis for efficient building space construction and long-term maintainability.

PERSONNEL INFORMATION

Principal:	1
Auto CAD/technical	1
Administrative:	1
TOTAL PERSONNEL	3



Design Team

Richard Fisher Associates is comprised of a well-balanced team of design professionals with specific "hands-on" experience in providing City Project Management services, Plan Check and Inspection services, Master Plan preparations and design services for Capital Improvement Projects relating to Park Development/Rehabilitation, Trails, Public Facilities, and Streetscapes.

Richard Fisher will serve as the Principal Landscape Architect. Richard has a unique background of having 6 ½ years of public agency tenure as a Park Planner and ultimately City Landscape Architect with the Anaheim Parks & Recreation Department. Since then, these past 31 years have been served as a consulting Landscape Architect for Municipalities and Recreation & Parks Districts throughout southern California. In this period, Richard has served as consulting City Landscape Architect to 12 Municipalities. *In the case of Yorba Linda, that role is in its 32nd year of service.* Richard served as the Project Manager, Principal-in-Charge, or Project Landscape Architect for all 172 park projects and 121 streetscape projects successfully completed by RFA or its predecessor, BSI Consultants / Berryman & Henigar. A second key service, offered by Richard Fisher, will be providing his leadership in community input workshops and presentations to any Commissions and the City Council.

Stephen Schwartz will be available, depending on the assignment, to work closely with Richard Fisher. Stephen has served as Principal / Project Manager for multi-disciplinary professional teams the majority of his professional career. He offers a level of understanding of both Land Planning and Engineering issues that assure optimum site drainage, efficient parking and vehicle circulation, sports field and security lighting, and any recreational development directly adjacent to residential edges that is sensitive to the park's neighbors. Stephen also offers valuable knowledge in management leadership of outside sub-consultant team members.

Jim Collison joins your consulting design team as Senior Designer / Project Manager. During his 22 years with our firm, Jim has honed his skills in his design approach to Streetscape, Parks, and other public projects and is able to offer the City the benefit of his extensive experience. Such attributes include: research of all available reference documentation; verification of existing site improvements, feasibility studies and cost projections; recommendations for bidding alternative work efforts for Contractors while in the competitive bidding phase; and his exceptional focus on the accuracy and completeness of the Plans and Specifications, whether RFA designed projects, or plan checking of other firms' work. Jim's high degree of creativity and design sense, balanced by his technical skills, are evident in the execution of both Conceptual Drawings and Construction Documents alike.

Richard Fisher Associates believes in the concept of team planning and the need for individuals or firms that have recognized expertise in each area of concern. As such, additional input and expertise will be furnished by the following firms:

Irrigation
Civil Engineer
Architectural

d. d. Pagano
Urban Resource
Meyer and Associates

SUB CONSULTANTS

Irrigation Consultant **d.d. Pagano, Inc.**, owned and operated by David D. Pagano. Mr. Pagano has over 40 years of experience as an irrigation consultant, designing and supervising the installation of landscape irrigation systems for parks, public works projects, schools, industrial, commercial, erosion control and residential properties. These project designs encompass a wide variety of environmental conditions, including heat, cold, wind, terrain, soil conditions, and the use of reclaimed water. **d.d. Pagano, Inc.** has also initiated and is in the process of providing Landscape Water Conservation Studies on several real world sites in the City of Irvine with the sponsorship of the Irvine Ranch Water District (IRWD), Metropolitan Water District (MWD), Metropolitan Water District of Orange County (MWDOC) and the Irvine Company (TIC).

Dave has just completed his role as an appointee to the Orange County Water Conservation Task Force for review of the State of California Assembly Bill 325, the State of California "Model Water Efficient Landscape Ordinance. As a part of this advisory group, David assisted in writing the new ordinance for the County of Orange and the Orange County League of Cities Assembly Bill 1881.

Finally, under his leadership, the firm has provided comprehensive water management and irrigation system master plans for Disney theme parks all over the world, as well as for the PGA West 5,000 unit, 1,400 acre golf community, the 5,000 acre Rancho Santa Margarita community, Shady Canyon (2000 acres) residential project in Irvine, and The Orange County Great Park (1300 acres).

With nearly every municipal park and streetscape project requiring professional Civil Engineering services, **RFA** enjoys a current positive working relationship with **Urban Resource**, Consulting Civil Engineers. With both **RFA** and **Urban Resource** having staff dually-degreed in Landscape Architecture and Civil Engineering, we find our collaborative planning and designed services greatly enhanced with this increased level of sensitivity in our preparation of design solutions which are strong in both function and aesthetics.

Contrary to many multi-disciplinary design teams, **RFA** and **Urban Resource** collaborate from the very beginning conceptual studies, as the team develops logical and cost-effective designs which serve the public well. Typical project documents are characterized with features of long-term maintainability, durability of extensive use, safety with conservative spaces between recreational uses, and responsive to the latest in environmental conservation practices.

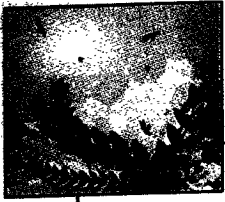
The final key team member is Randall Meyer, licensed Architect and Landscape Architect from the firm of **Meyer and Associates**. Randy joins the RFA team primarily to add his exceptional strengths in Architectural design for public recreational facilities. His 36 years of focused design talents are specific to both general park development and the planning and design of public buildings for recreation and other public uses to over 40 southern California cities. Randy's firm prides themselves in their technical excellence and profession quality. In addition to his Architectural expertise, Randy brings to our team exceptional cross-over strength in making his buildings truly function as an integral part of the overall park facility.

DESIGN TEAM RESPONSIBILITIES

LANDSCAPE ARCHITECTURAL SERVICES: AS-NEEDED	Richard Fisher Associates	d.d. Pagano	Urban Resource	Meyer & Associates	ECORP Consulting
TYPES OF PROJECTS					
Park Design	X	X	X		
Streetscape & Median Design	X	X	X		
Renovation of Existing Parks & Facilities	X	X	X	X	
Water Conservation Systems	X	X			
Park & Facility Structures	X			X	
Habitat Restoration Design	X				X
Trails & River Parkway Design	X	X			
Water Features, Water Play Areas & Pool Facilities	X		X	X	
Universally Accessible Playgrounds	X		X		
TYPES OF SERVICES					
Peer Reviews	X	X	X	X	
Constructability Reviews	X	X	X	X	
Facilitation of Community Meetings & Workshops	X				



Clarrington Park & Trail Head Access
- Laguna Hills



Richard Fisher ASLA, Principal

Registrations

Licensed Landscape Architect,
State of California # 1429

Education

Bachelor in Landscape Architecture,
California Polytechnic University, Pomona
A.A. Ornamental Horticulture,
Modesto Junior College

Affiliations

American Society of Landscape Architects
California Parks & Recreation Society
State Exhibitors Committee
The Fraternity of Alpha Zeta
Gamma Sigma Delta, Agriculture Honor Society

Biography

Richard Fisher has been immersed in the profession on a wide array of projects since his graduation from The California Polytechnic University. He has 6 ½ years of public agency experience with the Parks and Recreation Department of the City of Anaheim and over 30 years experience as a consulting Landscape Architect to numerous public agencies. As president of **Richard Fisher Associates**, he has led the firm in earning a reputation for excellence in project documentation and project implementation. Richard brings extensive knowledge and experience in the areas of Capital Improvement Projects, Parks and Recreation Facility Planning, and Community Outreach.

Experience

Community Streetscapes

- Alicia Pkwy Streetscape, Laguna Hills, CA
- Grand Ave. / State Street, Carlsbad, CA
- El Toro Rd. Medians, Lake Forest, CA
- Oso / Marguerite Medians, Mission Viejo, CA
- Broadway Median, Lemon Grove, CA
- Greenfield Dr. Entryway, Laguna Hills, CA
- City Entry Monumentation, Monrovia, CA
- Oso Pkwy Enhancement, Laguna Hills, CA
- Cabot / Oso Pkwy, Laguna Hills, CA
- Walnut Ave. Medians, Irvine, CA
- Entry Monumentation, Laguna Hills, CA

Community Parks

- Camp Little Bear Park, Bell, CA
- Courtney's Sandcastle, San Clemente, CA
- Oso Viejo Community Park, Mission Viejo, CA
- Lone Mountain Park, Clark County, NV
- Cabot Park, Laguna Hills, CA
- San Geronio Park, San Clemente, CA
- The Clubhouse at Veterans Park, Bell, CA
- Poway Community Park, Poway, CA
- Eastside Community Park, Yorba Linda, CA

Special Use Facilities

- Oak Canyon Nature Center, Anaheim
- Buena Vista Equestrian Center, Yorba Linda
- Camp Joe Scherman, Riverside County

City Project Management Services

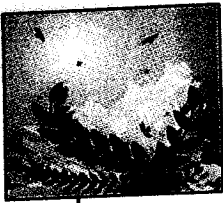
- Tierra Grande Park, San Clemente
- Talega Regional Riding & Hiking Trails, San Clemente
- Liberty Community Park, San Clemente
- Marblehead Sports Park, San Clemente
- Pico Neighborhood Park, San Clemente
- Marblehead Hiking Trails, San Clemente
- Oak Park Community Center, Temple City

Master Planning

- Parks & Recreation Master Plan, Colton
- Parks & Recreation Master Plan, Pomona
- Parks & Recreation Master Plan, San Clemente
- Parks & Recreation Master Plan, Huntington Park

Consulting City Landscape Architect

- Yorba Linda
- Poway
- Laguna Hills
- Villa Park
- Oceanside
- Lake Forest
- Laguna Niguel



Stephen Schwartz ASLA, Associate

Registrations

Licensed Landscape Architect,
State of California # 1390
State of Nevada # 102
Stat of Arizona # 36422

Education

Bachelor in Landscape Architecture,
California Polytechnic University, Pomona
Minor in Civil Engineering

Affiliations & Involvement

American Society of Landscape Architects
East Orange Master Plan Advisory Committee
Design Review Board, City of Orange
Orange Park Acres Board of Director
City of Orange Sign & DRB Ordinance
Committees
Business & Industry Beautification Awards
Committee
Orange Park Acres Community Association
Board
Oral Commissioner, State Board of Landscape
Architects

Biography

Stephen Schwartz has been a practicing Landscape Architect since 1972 with design expertise in both the public and private sectors. His comprehensive background in Landscape Architecture, Site and Land Planning, Civil Engineering and Contractor Quality Control, supports the design technology as it interfaces with governmental systems.

Mr. Schwartz plays a key role in directing the Design and Production Staff in the Development of Design and Analysis of Site Uses and Constraints, the Development of Preliminary Drawings, Compliance of applicable Codes and Ordinances, and the Provision of Construction Drawings, Details and Specifications, used to obtain bids and implement design.

Stephen's focus from start-to-finish is to develop and maintain project schedules, design and project budgets, and assure continual interaction between the various disciplines within the team and with the client.

Experience

Hospitals

- Home Hospice Facility, Downey, CA
- Downey Community Hospital, Downey, CA

Public Facilities

- Orange Police Plaza Facilities, Orange, CA

Golf Courses

- Friendly Hills Golf Course, Whittier, CA
- Shore Cliffs Golf Course, San Clemente, CA

Shopping Centers

- Heritage Retail Center, Norwalk, CA
- Railroad Canyon Retail Center, Lake Elsinore, CA
- Whitwood Shopping Center, Whittier, CA.
- Huntington Beach Shopping Center, Huntington Beach, CA
- Christian Brothers Market Center, San Juan Capistrano, CA
- Capistrano Collections Retail Center, San Juan Capistrano, CA.
- Apple Valley Shopping Center, Apple Valley, CA
- The Brickyard, Orange, CA

Institutions / Schools

- Orangewood Children's Home Master Plan; County of Orange, CA
- Orangewood Children's Home K-12 School; County of Orange, CA
- Santa Monica - Malibu Unified School District, Santa Monica & Malibu, CA
High Schools: Santa Monica, Malibu, and Olympic. Middle Schools: Adams and Lincoln. Elementary Schools: Rogers, Webster, Point Dume, McKinley, Roosevelt, Edison, Franklin, Grant, Muir-Smash and Cabrillo.
- School Campus Master Plan EIR, Orange Lutheran High School; Orange, CA
- School Campus Ecological Park, Jefferson Junior High School, Upland, CA
- Student Housing, University of Southern California, Los Angeles, CA



Jim Collison

Senior Designer / Project Manager

Education

Bachelor in Landscape Architecture, California Polytechnic University, Pomona
Associate in Arts, Golden West Community College, Huntington Beach

Affiliations & Involvement

CDBG Neighborhood Representative
Ad Hoc Historical Committee, Anaheim
California Square Neighborhood Association
Citizens Water Rates Subcommittee, Anaheim
Anaheim Neighborhood Association (PAC)
Downtown Task Force Committee, Anaheim

Biography

Jim Collison is in his 21st year with **Richard Fisher Associates** where he has honed his professional skills in public agency master planning, as well as preparation of construction drawings and cost estimates for a wide variety of projects. His areas of expertise include streetscape design, park design, park rehabilitation, downtown revitalization projects, preparation of design guidelines, and feasibility studies.

Jim has served as key designer/assistant Project Manager on numerous projects from award of professional services through to award of construction bids. While contributing his high degree of creativity and design sense, his services are equally balanced by his technical skills in the execution of Conceptual Drawings and Construction Documents alike.

Experience

Commercial - Retail

- Ruby's at 5 Points, Anaheim, CA

Management Services

- Scenic Highway Setback Manual, Hemet
- Lake Elsinore Assessment Area East, Lake Elsinore
- Downtown Traffic Signal Design Report, San Buenaventura
- Park and Recreation Master Plan, Pomona

Community Streetscapes

- Alicia Pkwy Streetscape, Laguna Hills
- Chrisanta Medians, Mission Viejo
- Imperial Highway Streetscape, La Mirada
- Moulton Pkwy Medians / ROW, Laguna Hills
- Entry Monumentation, Laguna Hills
- Beach Blvd. Improvements, La Mirada
- La Paz & Marguerite ROW, Mission Viejo
- Yorba Linda Blvd. Medians, Yorba Linda
- La Mesa Pedestrian Corridor, La Mesa
- Junipero Serra / Rancho Viejo Intersection, San Juan Capistrano
- Bob Hope Drive, Rancho Mirage
- San Gabriel Blvd Master Plan, San Gabriel
- City Entry Monumentation, Monrovia
- Olinda Street Parking Lot, Yorba Linda
- Los Alisos Blvd. Medians, Laguna Hills
- Long Beach Blvd., Lynwood
- Mission Street Development, Daly City
- Sepulveda Blvd. Medians, Carson

Community Parks

- Boysen Park Parking Lot, Anaheim
- Mission Springs Park, Desert Hot Springs
- Holly Park, Hawthorne
- Cabot Park, Laguna Hills
- Costeau Park, Laguna Hills
- Knotty Pine Park Renovation, Laguna Hills
- Mackenzie Park Renovation, Laguna Hills
- Mandeville Park, Laguna Hills
- Mendocino Park Renovation, Laguna Hills
- Stockport Park, Laguna Hills
- Cherry Park Renovation, Lake Forest
- Mountain View Park, Lake Forest
- Sundowner Park Renovation, Lake Forest
- Vintage Park Renovation, Lake Forest
- Arroyo Vista Community Park, Moorpark
- Hilleary Park, Poway
- Lake Poway Upper Park, Poway
- Southbay Pump Station, San Diego
- Westhills Park, Santee
- Live Oak Park Tot Lot, Temple City
- Arroyo Park Master Plan, Yorba Linda
- US Soccer Team Training Facility, Mission Viejo

DAVID D. PAGANO
PRINCIPAL

Mr. Pagano has more than 40 years experience as an irrigation consultant designing and supervising the installation of landscape irrigation systems for parks, public works projects, schools, condominiums, industrial, commercial, erosion control and residential properties. The above project designs encompass a wide variety of environmental conditions including heat, cold, wind, terrain, soil conditions, and the use of reclaimed water.

Mr. Pagano's experience also includes three years as head estimator for a large irrigation contracting firm. In addition to estimating, other duties included field supervision, material take-offs, as-built drawings and system layout and staking.

Additionally, he has six years of service as a sales representative for all of the major lines of sprinkler irrigation equipment, and four years with the City of Anaheim, California, working under the park development coordinator, with the primary duty of designing landscape irrigation systems for the Anaheim Parks system.

Relevant Experience:

Mr. Pagano has been Principal-in-Charge of irrigation design, construction documents and/or water management services for the following projects:

Master Planning Projects:

- The Orange County Great Park – Irvine, California
- Shady Canyon (2000 acres), Newport Beach, California
- Quail Hill Planning Area 17 (1000 acres), Irvine, California
- Woodbury Planning Area 9 (640 acres), Irvine, California
- Disney California Adventure - Anaheim, California
- Disney Second Gate at Euro-Disney, Paris, France
- The Community of Rancho Santa Margarita (5,000 acres) - Orange County, California
- Indian Ridge Country Club (1,200 acres) - Palm Desert, California

Central Computer Control Projects:

- City of Anaheim Central Control Project, Anaheim, California – Rain Master Evolution
- Woodbury, Irvine, California - Rain Bird MAXICOM
- Greystone Park - Beverly Hills, California - Motorola MIR 5000
- Oceanside Community Association (Oceana), Oceanside, California – Rain Master Evolution
- Shady Canyon, Newport Beach, California - Rain Bird MAXICOM
- Quail Hill Planning Area 17, Newport Beach, California - Rain Bird MAXICOM
- Disney California Adventure - Anaheim, California - Rain Bird MAXICOM
- The Community of Rancho Santa Margarita, Orange County, California - Rain Bird MAXICOM
- Rancho Loma Park, Riverside, California - TORO Network 8000
- Wilshire/Rodeo Medians - Beverly Hills, California - Motorola MIR 5000
- Jasmine Creek Community Association, Newport Beach, California- Calsense Command I
- The Lakes Country Club - Palm Desert, California - Rain Bird MAXI I

Parks and Recreation Related Projects:

- The Orange County Great Park – Irvine, California
- Valley View Park – Yorba Linda, California
- Parque Melinda Swim Park - Rancho Santa Margarita, California
- Centennial Regional Park - Santa Ana, California
- Shoreline Park - Long Beach, California
- Exposition Park Irrigation Renovation for 1984 Olympics - Los Angeles, California
- Ernie Howlett Park - Rolling Hills Estates, California
- Sycamore Park Irrigation Renovation - Irvine, California

Streetscape Projects:

- Woodbury Planning Area 9A, Irvine, California
- Irvine Spectrum Streets - Irvine, California
- Anaheim Streetscape - Anaheim, California
- East Lake Village - Rancho Santa Margarita, California
- John Wayne Airport - Santa Ana, California
- Terra Vista Streetscapes - Rancho Cucamonga, California
- I-15 Freeway Landscape Irrigation - Temecula, California
- Tustin Market Place - Tustin, California

Erosion Control/Mitigation Projects:

- Scripps North Parkway - San Diego, California
- East Highlands Ranch Intracts - Highland, California
- Oso Parkway Bridge Embankment Mitigation - Rancho Santa Margarita, California
- East Lake Village - Rancho Santa Margarita, California
- North Rancho Trabuco Mitigation - Rancho Santa Margarita, California

Resort/Theme Park Projects:

- Hong Kong Disneyland - Hong Kong - China
- Bacara Hotel and Resort, Goleta, California
- Disney's Forbidden Mountain - Orlando, Florida
- Disney California Adventure - Anaheim, California
- Legoland Carlsbad - Carlsbad, California
- Disney Animal Kingdom - Orlando, Florida
- Indiana Jones, Disneyland - Anaheim, California
- Epcot Enventions @ Disney World - Orlando, Florida
- MGM - Disney Studios North Expansion - Orlando, Florida
- New Tomorrowland @ Disney World - Orlando, Florida
- Toontown, Disneyland - Anaheim, California
- Lake Promenade at Euro-Disney, Paris, France
- Magic Kingdom Hotel @ Euro-Disneyland, Paris, France
- PGA West Country Club - La Quinta, California
- Palm Valley Country Club - Palm Desert, California

Colleges and Universities Projects:

- UCLA International Student Center - Los Angeles, California
- Cal Poly Animal Laboratory - Pomona, California
- Cal Poly Parking Lot - Pomona, California
- UCR Residence Hall - Riverside, California
- UCI Science Library - Irvine, California
- Irvine Valley College - Irvine, California
- Santa Ana College Soccer Field - Santa Ana, California

Affiliations:

- American Society of Irrigation Consultants (ASIC) FASIC (Fellow) Past President
- The Irrigation Association
- Landscape Architecture Foundation/Class Fund

Publications:

- "4 Steps To Alleviate Southland's Water Shortage", L.A. Times
- "Water Shortage is a Permanent Factor", Southern California Real Estate Journal
- "Establishing Irrigation Design Criteria", Landscape and Irrigation Magazine

WATER MANAGEMENT CONSULTING SERVICES

The consulting services of d.d. Pagano, Inc. Irrigation Consultants are directed at improving the use of existing irrigation systems as well as developing design and water management standards for future irrigation systems. In both cases, the goals are to maximize system efficiency and to reduce water usage. Specific water management consulting services include, but are not limited to:

Cost Analysis/Justification/Benefits

- * Establish benefits and estimated construction cost for implementing a central irrigation computer control system as a water management tool.
- * Prepare water use analysis report comparing actual irrigation water use and water costs to theoretical irrigation water use and water costs. This report shall consider long-term irrigation water use and water costs and how they could be affected by the addition of a computer controlled irrigation water management system.
- * Provide information and costs regarding use of moisture sensors, flow rate sensors, and weather stations as water management tools to be used in conjunction with a central irrigation computer control system.

Existing Projects Evaluation

- * Evaluate actual water usage compared to historical evapotranspiration (ET) rates.

By examining plant material types and areas, we identify the actual ET-based water needs of the aggregate landscape associated with each water meter. We then compare this to meter-specific records of water actually used. By plotting these results together on a graph, we can quickly assess the magnitude of potential water savings.
- * Perform on-site water audits based on criteria set forth by the California Department of Water Resources.

In a 2-step field process, we initially observe the irrigation system's performance and identify repairs needed. Once repaired, we perform an audit of the system using field-proven catch-can techniques. We can then identify the uniformity of application over the various areas being irrigated.
- * Evaluate the efficiency of existing irrigation system installations and their present utilization.

Information about system uniformity is useful, but it doesn't present the whole picture. We go further to identify how efficiently the existing irrigation system is being utilized, with due consideration given to the system's "hardware"-imposed uniformity.
- * Recommend scheduling changes in irrigation programming and/or system adjustments and retrofitting required to achieve water management goals.

Significant improvements in irrigation efficiency and reduced water usage can often be achieved simply through changes in the scheduling of irrigation controllers, with no outlay for hardware improvements. If funds are available for upgrading the irrigation system, we can identify the relative costs and benefits of recommended system improvements.
- * Review current water management practices and their impact on existing landscape development and horticultural practices.

Are you allowing too much time and water to establish new plantings? Can you cut back on frequency of turf watering and encourage deeper root growth? We examine numerous issues such as these to develop a watering regimen customized to the Client's needs.

- * Provide water management training to field staff and follow-up monitoring.

We can't overstate the importance of getting our analysis results actually implemented in the field. With easy-to-understand field training sessions, we teach the Client's field staff how to read irrigation scheduling charts and make the corresponding controller adjustments.

- * Promote community awareness of water conservation efforts.

Many times the act of conserving water is not enough -- the public must be made aware that conservation programs are being undertaken. The public agency really must appear to "set an example."

- * Provide irrigation facilities map.

Typically, water managers are trying to maintain irrigation systems using a bewildering array of as-built drawings or, worse yet, without having any drawings at all. Using our in-house CAD technology, we can provide the Client with a comprehensive, overall picture of all major irrigation system components (water meters, controllers, etc.) for all sites being managed.

Future Project Design

- * Provide overall irrigation system and water management master planning.
- * Develop and present cost-effective water management modeling for proposed projects.
- * Prepare water-efficient landscape and horticultural practice standards to be applied to future developments.
- * Prepare water-efficient irrigation standards and design guidelines for future developments.
- * Assist in determining irrigation standards for reclaimed water systems.
- * Provide plan check review services for determining conformance of irrigation and landscape designs to established standards and guidelines.
- * Provide feasibility studies using appropriate cost/benefit analysis techniques.



Related Experience

As previously indicated, **Richard Fisher Associates** is an independent Landscape Architectural design firm that began as the Landscape Architectural Division of the multi-disciplinary design firm BSI Consultants / Berryman & Henigar. In January 1998, Richard Fisher was provided with the opportunity to acquire the division to create the firm of **Richard Fisher Associates**.

Over the past 31 years, **RFA** has completed a total of 172 Park projects and an additional 121 Streetscape projects for 88 Public Agency Clients.

SAMPLE PROJECTS

Alicia Parkway Streetscape, Laguna Hills, CA

Client: City of Laguna Hills, CA
Completed: RFA Services: 2001 / Construction: 2002
Value: Total Project Value: \$155,360
Contract Value: \$47,680

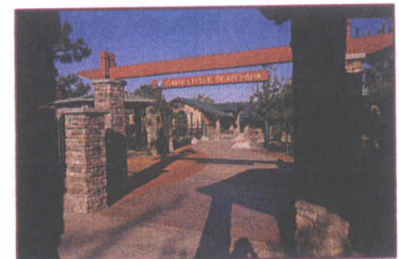


Description: Professional Landscape Architectural Services and Irrigation Services required for the Total Reconstruction of the Alicia Parkway Streetscape, to include hardscape, fencing & monumentation, irrigation and planting design. Prepare Conceptual Design for median enhancement. Design and develop 1.2 miles of renovated median island landscape.

Services: Preliminary Site Evaluation; Attend meetings; Conduct Community Input Meetings; Development of a Preliminary Design Concept; Presentation of Design Concept at Community Meetings; Preparation of Estimates of Probable Construction Costs; Development of Construction Documents; and Construction Observation.

Camp Little Bear Park – 2008 CPRS Facility Design Award

Client: City of Bell, CA
Completed: RFA Services: 2004 / Construction: 2008
Value: Total Project Value: \$4,247,550
Contract Value: \$602,540



Description: 1.5 Acre Neighborhood / Community Park w/ 3,964 SF Recreation Center; Themed Tot-Lot and 5-12 Playgrounds; Amphitheatre; Parking Lot; Mini Soccer Field; Half-court Basketball; Picnic Area; Water-Play Area; and Miniature Golf Course.

Services: Task I: Preliminary Site Evaluation; Attend meetings with City Staff; Development of a Concept Plan; Presentation of Concept Plan at Community Meetings; Refinement of the Concept Plan into a detailed Master Plan; and Preparation of Preliminary Estimates of Probable Construction Costs. Task II: Development of Construction Drawings and Documents; and Preparation of Estimates of Probable Construction Costs. Task III: Construction Administration.



PARK EXPERIENCE – 172 Projects for 62 Public Agency Clients

ADELANTO

Richardson Park

ANAHEIM

John Marshall Park
La Palma Park Scoreboards
Pearson Park Irrigation

ARMY CORPS ENGINEERS

Hansen Dam Recreation Area

AZUSA

Northside Park

BELL

Bell Civic Center
Bell Sports Complex
Community Skate Park
Deb's Park
La Casa de Futbol
Little Bear Park
Nueva Vista Soccer Field
Rancho San Antonio Plaza &
Activity Center
Veteran's Park
Veteran's Park Childs'
Restroom Renovation

BOYS CLUB-GARDEN
GROVE

Boys Club Sports Fields

CHULA VISTA

Eucalyptus Park

CLAREMONT USD

Claremont HS Ballfield
El Roble JR. HS Ballfield

CLARK COUNTY, NEVADA

Lone Mountain Park

CLOVIS

Cottonwood Park
Railroad Park
Sierra Bicentennial Park

COACHELLA VALLEY R/PD

Mecca Park

COLTON

Cesar Chavez Park
Cooley Ranch Park
Elizabeth Davis Park
Fleming Park
George E. Brown Park
McKinley School Park
Max Lofty Park
"N" Street Mini East Park
"N" Street Mini West Park
Prado Park
Rich Dauer Park
Veteran's Park

CONEJO R/PD

Rancho Conejo Park

DESERT HOT SPRINGS

Mission Springs Park

DOWNEY

Independence Park
Wilderness Park

GARDENA

Bell Park
Freeman Park
Primm Pool
Rowley Park North
Tennis Courts Renovation
Thornburg Park

HERMOSA

Prospect Park

HAWAIIAN GARDENS

3 Neighborhood Parks

HAWTHORNE

Holly Park

INDIAN WELLS

El Dorado Park

IRVINE

Harvard Community Park
Heritage Park Athletic Fields

JURUPA AREA R/PD

Avalon Park

LA VERNE

Lincoln Park
La Verne Dog Park
Old Baldy Pump Site

LAGUNA HILLS

Beckenham Park
Cabot Park
Clarington Park
Community Center Ball Fields
Community Center Play Area
Improvements
Costeau Park
Costeau Park Renovation
El Conejo Park
El Conejo Park Modifications
Laguna Hills Aquatic Complex
La Paz Fields
Knotty Pine Park
MacKenzie Park
Mandeville Park
Mendocino Park
Sheep Hills Park
Stockport Park
Veeh Ranch Park

LAGUNA NIGUEL

Chapparosa Park Renovation
Clipper Way Park
Crown Valley Park
Galivan Basin Ballfields
Niguel Height Park
Ocean Breeze Park
Pavilions Soccer/Football
Complex

LAKE FOREST

Cavanaugh Park
Cherry Park
Darrin Park
El Toro II
Mountain View Park
Rimgate Park
Sundowner Park
Village Pond Park
Vintage Park

LA PALMA
Central Park

LA QUINTA
Fritz Burns Park

LIVERMORE P/RD
N. Livermore Community Park

LONG BEACH
Carmelitos Park
El Dorado III Sports Complex
Family Sports Complex

LOS ALAMITOS
McAuliffe Sports Field
Restrooms

MANHATTAN BEACH
Sand Dune Park

MERCED IRRIGATION
DISTRICT
Horseshoe Bend Rec Area
Lake McClure Rec Area
Lake McSwain Rec Area

MISSION VIEJO
Alicia Park Renovation
Aurora Park
Barbadanes Park Renovation
Curtis Park
Marguerite Recreation Center
Melinda Park Renovation
Minaya Park
Oso Viejo Community Park
Sierra Recreation Center
U.S. Soccer Training Facility

MOORPARK
Arroyo Vista Community Park

NORCO
Kips Korner Park

NORWALK
John Zimmerman Park

OCEANSIDE
Balderama Park
Center City Park
Fireside Park
North River Park
Pacific Street Linear Park

ORANGEVALE P/RD
Almond Park

PASADENA
Hamilton Park

PATTERSON
25 Acre Sports Complex

PICO RIVERA
Pico Park
Rio Hondo Park

PLACENTIA
Tri City Park

POMONA
Martin Luther King Park
Palomares Park

POWAY
Adobe Ridge Park
Hilleary Park
Lake Poway West Expansion
Poway Community Park
Siverset Park

REDONDO BEACH
Green Flag Park

RIVERSIDE
Lake Cahuilla Park

SAN CLEMENTE
Bonito Canyon Park
Courtney's Sandcastle
San Gorgonio Park
Steed Park Sports Complex

SAN DIEGO
Howard Lane Park

COUNTY OF SAN DIEGO
Avocado Park

SAN DIEGO PORT
DISTRICT
Bayside Park

SAN FERNANDO
Las Palmas Park

SAN MARCOS
Discovery Park

SANTA ANA
Camposino Park
Edna Park
Memorial Park
Santa Anita Park

SANTEE
West-Hills Park

SOLANO BEACH
La Colonia Park

STANTON
Hollenbeck Park
Norm Ross Sports Complex

TEMPLE CITY
Live Oak Park
Temple City Park

U.S. NAVY
El Toro MCAS Football Field

VILLA PARK
Wanda Road Greenbelt

WEST COVINA
Shadow Oak Park

YORBA LINDA
Arroyo Park
Box Canyon Park Renovation
Bryant Ranch Park
Brush Canyon Park
Eastside Community Park
Eastside Community Park
Renovation
Hurless Barton Park
Jean Woodward Park Renovation
Jessamyn West Park
San Antonio Park
Shappel Park
Travis Ranch Community Park
Valley View Community Park
Vista Del Verde Park
Yorba Linda Middle School Fields

STREETSCAPE EXPERIENCE – 121 Projects for 42 Public Agency Clients

AGOURA HILLS

Thousand Oaks Blvd Medians

AZUSA

Alosta Ave. Medians
Foothill Blvd. Medians

CANYON LAKE

Railroad Canyon Rd.

CARLSBAD

Downtown Streetscape
El Camino Real Widening
Grand Ave @ State St.

CARSON

Caroldale @ 235th St.

DALY CITY

Mission Street
Sullivan Avenue Medians

DOWNEY

Imperial Hwy: Phase II

ESCONDIDO

Bear Valley Blvd Parkways

FULLERTON

Gilbert St. Grade Separation

HUNTINGTON BEACH

Pacific Coast Hwy Widening

IMPERIAL BEACH

South Seacoast Dr. Impv'ts

INGLEWOOD

Century, La Brea & Prairie
Medians

IRVINE

Culver Dr. Irrigation Impv'ts
Walnut Ave. Medians

LA MIRADA

Beach Blvd Streetscapes
Foster Park Entry Monuments
Imperial Hwy: La Mirada to
Ocaso
Imperial Hwy: Ocaso to Santa
Gertrudes

LAGUNA HILLS

Alicia Medians: Cabot to PdV
Alicia Medians: I-5 to Costeau
Alicia Medians: I-5 to Moulton
Alicia Medians: PDV - Moulton
Alicia Slope Impv'ts
Alicia Widening @ Paseo de
Alicia
Aliso Hills Drive Open Space
Avenida de la Carlota Parkway
Cabot Road @ Oso Pkwy
Entry Monuments (9 locations)
Greenfield Drive Entryway
Los Alisos Medians
La Paz Rd. Streetscape
La Paz @ I-5
Moulton @ Alicia
Moulton Pkwy: El Pacifico to
Santa Maria
Moulton Pkwy: LFD to El
Pacifico
Oso Pkwy Open Space
Oso Pkwy Streetscape
PDV @ Laguna Hills Dr.
Trailhead Plaza Monuments(6)

LAGUNA NIGUEL

La Paz Rd. Medians

LAKE FOREST

Bake @ Jeronimo Rd.
Bake @ Toledo Way
El Toro Rd. Medians
El Toro Rd. Parkways
Jeronimo Rd. Parkways
Lake Forest Dr. Medians
LFD Parkway/Slope
LFD @ Muirlands
Parkway/Slope
LFD @ Rockfield
Parkway/Slope
LFD @ Trabuco Rd.
Parkway/Slope
LFD: Dimension to SR 241
Serrano Rd @ LFD
Parkway/Slope
Sunlight Creek Parkways

LANCASTER

15th St. & "I" Ave. Streetscape

LAWNDALE

Manhattan Beach Blvd. Medians
Manhattan Beach Blvd Entry
Monument

LEMON GROVE

Broadway Medians

LOS ALAMITOS

Katella Ave. Parkway

LYNWOOD

Long Beach Blvd.

MISSION VIEJO

Chrisanta Medians
La Paz Road Streetscape
La Paz @ Chrisanta Quads
La Paz @ Marguerite Quads
Marguerite Parkway Impv'ts
Oso @ Marguerite Medians
Oso: Pacific Hills to East City
Limit
Puerta Real @ Via Grande
Santa Margarita Medians / Walls
Trabuco Road Slopes

MONROVIA

City Entry Monumentation
Technology Center
Monumentation

OCEANSIDE

Pacific Street Streetscape

OXNARD

Fifth Street Widening

POWAY

Carriage Rd. Medians
Poway Rd. Medians
Scripps North Parkway

RANCHO MIRAGE

Bob Hope Drive Medians
Country Club Drive Medians
Frank Sinatra Drive Medians
Gerald Ford Drive Medians
State Hwy 111 Medians

REDONDO BEACH

Aviation Blvd Medians
Del Mar Blvd Medians
Manhattan Beach Parkways
Mission @ Santa Anita

SAN CLEMENTE

Bonito Canyon Slope
Renovation

SAN GABRIEL

San Gabriel Blvd. Streetscape

SAN JUAN CAPISTRANO

Junipero Serra / Rancho Viejo
Intersection

SAN RAMON

Village Parkway Streetscape

SANTA ANA

Neighborhood Entries (26)

SANTA MONICA

Montana Medians
Neilson Gore Point
Neilson Medians
Ocean @ San Vincente

SOUTH GATE

Tweedy @ Garfield Impv'ts

TEMPLE CITY

Las Tunas Dr. Streetscape

TORRENCE

Wallteria Entry Monuments

TUSTIN

El Camino Real Streetscape

UCSD

Scholars Drive Widening

VILLA PARK

Taft Avenue Medians
Wanda Road Parkway

YORBA LINDA

Buena Vista Avenue Slopes
Buena Vista Avenue: Phase II
El Cajon Trail Impv'ts
Esperanza Road Streetscape
Fairmont Boulevard Streetscape
Hidden Hills Landscape Impvt's
La Palma Avenue Medians
Lakeview Ave Enhancement
Main Street Streetscape
Olinda/Lemon St. Streetscape
Phil Paxton Equestrian Center
Trail Impv'ts
Richfield Road Parkway
Valleyview Avenue
Weir Canyon Landscape Impv'ts
Yorba Linda Blvd Promenade
Yorba Linda Blvd: Avocado to
Fairmont

References

City of Laguna Hills

94035 El Toro Road, Laguna Hills, CA 92653
Ken Rosenfield - Director of Public Works / City Engineer
(949) 707-2655

Description of Services: Review and plan check development proposals for landscape, hardscape and irrigation designs. Assist in preparation of annual capital improvement program budget. Review and amend City-wide Landscape Maintenance Specifications. Analyze City irrigation programs and recommend improvements for water efficient irrigation practices. Design landscape improvements commensurate with the Capital Improvement Program.

Park Projects:

Beckenham Park
Cabot Park
Clarrington Park
El Conejo Park – Phase III
Knotty Pine Park

Streetscape Projects:

Alicia Medians: PDV to Moulton
Aliso Hills Drive Slopes
Moulton Pkwy: LFD to El Pacifico
Oso Pkwy Open Space – North & South
Entry Monuments (9 locations)

Plan Check:

Urban Village

City of Yorba Linda

4845 Casa Loma, Yorba Linda, CA 92686

Description of Services: Preliminary Landscape Plan Review, Landscape Plan Check Services, Landscape Inspection Services, and Improvement Program projects (including Preliminary Design, Construction Documents preparation, preparation of Estimate of Probable Construction Costs and Construction Observation).

Steve Rudometkin, Parks & Recreation Director
(714) 961-7161

David Brantley, Senior Planner
(714) 961-7134

Park Projects

Freeway Complex Fire Damage Parks Repair
(Eastside Community, Box Canyon & Jean Woodard Parks)

Plan Check & Inspection Projects:

Vista Del Verde (Villages 1 thru 4)
Amalfi Hills Planned Community
Eastlake Village Planned Community

Trails / Monuments Projects:

Black Gold Golf Club Entry Monument
Buena Vista Equestrian Ctr. Alternate Trail Imp'ts
El Cajon Trail: Imperial to Bastanchury

Guidelines & Master Plans

Landscape Development Guidelines
Median Island Design Standards

City of San Clemente

100 North Seville, San Clemente, CA 92672
Bruce Wegner – Former Beaches, Parks & Recreation Director
(949) 361-1022 x 27

Description of Services: Creation of Guidelines and Management Plan, Plan Check and Development review, Landscape Inspections, Capital Improvement Program projects, and On-Call Landscape Architectural Administrative duties.

City Project Management Projects:

Marblehead Coastal Parks & Trails
Talega Regional Riding & Hiking Trails

Park Projects:

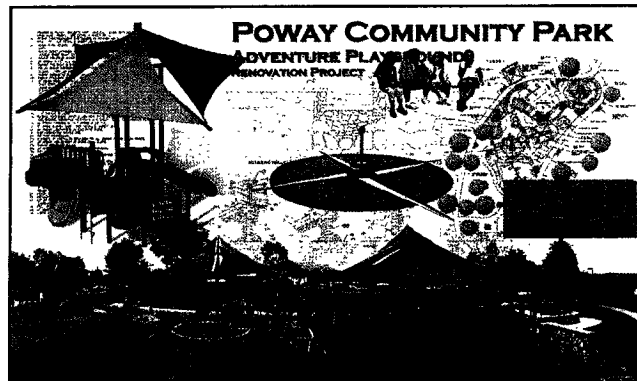
Courtney's Sandcastle
San Gorgonio Park

Understanding & Approach

UNDERSTANDING

As a part of the process of providing On-Call Landscape Architectural Services, **Richard Fisher Associates** understands and proposes to provide any or all of the following Professional Services:

- Establish a procedural guideline for the preparation, staff review, graphics delivery methodologies, and approval of various assignments, to include:
 - site analysis
 - community meetings / workshops
 - conceptual and schematic designs
 - design development drawings
 - construction documents and specifications
 - on-site construction observations
 - peer reviews
 - constructability reviews
- Develop criteria and checklist for maintainability, risk management, and functionality of proposed project developments subject to the review of the Department of Parks, Recreation and Marine.
- Provide expertise and personnel for the above-highlighted types of services, in application for the following types of public facilities:
 - New parks development
 - Streetscape and medians development
 - Renovation of existing parks and facilities
 - Water conservation systems (both planting and irrigation)
 - Park or facility structures (community centers and restrooms)
 - Trails and river parkway development
 - Habitat restoration
 - Water features water play areas and pool facilities
 - Universally-accessible playgrounds
- Assistance in the development of CIP projects' design and construction budgets, in support of the Annual Budget process.



APPROACH

All On-Call Services will be managed by Richard Fisher. He will serve as the primary contact with the Department of Parks, Recreation and Marine, and will assign and manage RFA staff / sub-consultants providing all services under this contract. He will also be the primary professional participating in meetings with other City staff, and providing most presentations to the public and policymaking bodies.

Depending on the nature of the specific assignments, it is anticipated that the majority of the services provided under the On-Call Services Contract can be efficiently provided from RFA's office in Santa Ana, just 30-minutes away and as close as the electronic systems of both party's computers.

Administrative Support Services (Optional)

RFA is prepared to provide support in manners, which are yet to be clearly defined (once under Contract), which offer the Department of Parks, Recreation and Marine a consulting registered Landscape Architect as a staff representative to the community and other city staff and policymakers. Duties could include the preparation of Agenda Reports, Memorandums pertaining to park facilities / landscape issues which are the responsibility of, or concern to the City, site reviews and analysis, preparation of descriptions of scope of work or project definitions for Requests for Proposals, and other staff support functions related to Landscape Architecture.

Plan Check Services (Optional)

RFA is also prepared to provide a diverse range of professional overview; from peer review to complete detailed Landscape Architectural plan check services. Peer Review and Plan check services are performed under the direct supervision of a highly-experienced and licensed Landscape Architect and allow a quick turnaround for the client. These services may focus on the functionality, maintainability, or risk exposure to the City of another consultant's conceptual design. In the provision of technical plan checking, the firm will check for compliance with local agency requirements, adopted Water Conservation Ordinance requirements, readability, and sensitivity to site-specific conditions.

Parks, Recreation and Marine / Public Works Design Project Services (applicable to the On-Call Services Criteria)

Richard Fisher Associates is prepared to provide all levels of Landscape Architectural services for planting, irrigation / water management, facilities and hardscape studies and/or design, including designs along streets, city parks and recreation areas, trails, habitat restorations, and universally-accessible playgrounds. As Landscape Architects specializing in providing these services to public agencies, we have the expertise and experience to prepare exciting and creative Conceptual and Preliminary Plans, Master Plans, Estimates of Probable Costs, Construction Drawings and Specifications, and public presentation documents, including renderings, and the facilitation of community workshops.

Professional services for a design project could include any or all of the following:

Conceptual Development

- Project meetings with Staff.
- Field review of the project site. Photograph the project site.
- Establish contacts with utilities companies and other impacted agencies.
- Development of base sheets for the project.
- Determination of electrical and water Points-of-Connection, if appropriate.
- Arrange for Agricultural Suitability and Fertility Tests, if appropriate. Prepare Conceptual Plans with multiple alternative schemes as appropriate to each project.
- Preliminary Estimates of Probable Construction Costs.
- Review of Conceptual Plans with City staff.
- Presentation of Conceptual Plans to the public for community input.
- Presentation of Conceptual Plans to the Parks & Recreation Commission and/or the City Council.

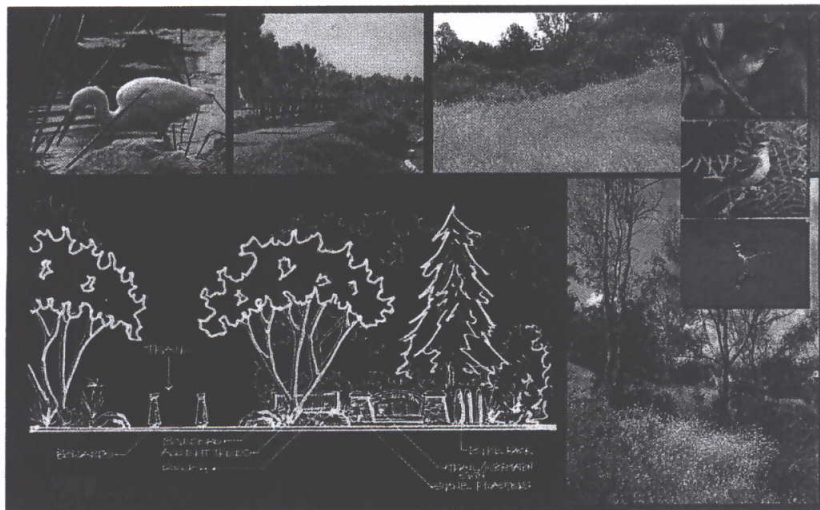
Construction Plans & Specifications

- Preparation of AutoCAD format Construction Plans and MS Word Specifications.
- Submittal of plans for City staff review.
- Preparation of Engineer's Estimate of Probable Construction Costs.
- Performance of internal plan check of Construction Plans and Specifications.
- Assistance to the City with responding to bidding questions.

Construction Assistance

Depending on the level of involvement preferred by the City, the **RFA** team can provide:

- Interpretation of Construction Documents
- Review of the design integrity of the Plans
- Assist with field reviews for compliance with design intent
- Other construction overview





Transition Plan

There is general discussion, only, within the RFP, of the anticipated Scope of Services for the As-Needed Landscape Architectural Services. Therefore, it is our assumption that the initial phase of services, immediately following award of the Contract, will be for **Richard Fisher Associates** to meet with the **Parks, Recreation and Marine Department** management staff to discuss the needs of the Department for Landscape Architectural Services.

In the On-Call Landscape Architectural Services which have been provided by our team in the past 31 years, no municipality has requested related expertise which we were not prepared to provide.

Specifically with the adoption of the new Water Efficient Landscape Ordinance, to be in effective January 1, 2010, the **City of Long Beach** will likely find the associated review processes to be a significant new procedural challenge. David Pagano, as a key member of the **RFA** team, has just completed serving as an irrigation expert for the committee reviewing the latest State of California "Model Water Efficient Landscape Ordinance for the County of Orange and the Orange County League of Cities Assembly Bill 1881. Assuming the **City of Long Beach** has adopted the state ordinance, Dave will be prepared to "hit-the-ground-running" with recommendations for review services and other guidance for the City's compliance program.

RFA is prepared to make available any staff member who can productively contribute to both the initial effort in defining requested services, as well as providing required on-going areas of Landscape Architectural expertise, on an as-needed basis. Part of the anticipated tasks, immediately following award of the Contract, will be to determine those services which benefit from face-to-face interaction with City staff, versus those services appropriately provided from our office location. There may be limited services which need to be on a scheduled basis, while the majorities are anticipated to be on an as-needed basis.

RFA does not anticipate any problems with the timely scheduling of staff resources for this assignment.



Veterans Park - Bell
2006 AIA Design Award

Live Report : FISHER, RICHARD ASSOCIATES

D-U-N-S® Number: 01-382-6610
Endorsement: rfisher@rfaland.com

D&B Address	2001 E 1st St Ste 160
Address	Santa Ana , CA - 92705
Location Type	Single Location
Phone	714 245-9270
Fax	
Web	

Trade Names	No trade names for this company.
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Company Summary

Trade Payments - Timeliness of Historical Payments

When weighted by dollar amount, Payments to suppliers average generally within terms
12-month D&B PAYDEX®: 80
 (Lowest Risk:100; Highest Risk:1) This assessment is based on D&Bs 12-month PAYDEX® Score.

Predictive Indicators - Risk of Financial Stress

Financial Stress Score Class: 1
 Low risk of severe financial stress over the next 12 months.

History & Operations

This is a single location

Chief Executive	RICHARD A FISHER, PRES
Year Started	1998
Employees	8
SIC	0781
Line of business	Landscape services
NAICS	541320
History Status	CLEAR
Financial Condition	GOOD

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	0	-

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Indicators - Risk of Payment Delinquency

Commercial Credit Score Class: 1
 Low risk of severe payment delinquency over next 12 months.

Predictive Indicators - Supplier Evaluation Risk

Supplier Evaluation Risk Rating: 2 Moderate risk of supplier experiencing severe financial stress over the next 12 months.

Predictive Indicators - Credit Capacity for Headquarters

D&B Rating: CB2

Financial Strength: CB indicates \$300,000 to \$499,999
Commercial Credit Appraisal: 2 is good

This assessment is based on D&B's D&B Rating.

Financials Overview

Financial Statement Date	12/31/2007
Total Current Assets	309,849.00
Total Current Liabilities	179,937.00
Total Assets	514,511.00
Total Liabilities + Equity	514,511.00
Current Ratio	1.7
Quick Ratio	1.7
Total Liabilities to Net Worth Ratio	143.6
Sales to Net Working Capital Ratio	9.8
Net Worth	164,972.00
Annual Sales	1,275,150.00



CITY OF LONG BEACH

Department of Financial Management Business Relations Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 499-1014 sbe@longbeach.gov

Certified Small Business Enterprise

Date: 01/21/2010

Vendor Account Number: 9660

RICHARD FISHER

Richard Fisher Associates

2001 E. 1st Street Suite 160

Santa Ana, CA, 92705

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 541320

SBE Certificate Effective Date: 01/21/10

SBE Certificate Expiration Date: 01/11/13

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into www.planetbids.com/LongBeach/VendorProfile.cfm, and selecting the link to the "Small Business Certification Status".

Sincerely,
Erik Sund
Business Relations Bureau Manager

EXHIBIT “B”

Rates or Charges



Compensation / Payment Schedule

Valid through March 1, 2013

Principal Project Manager	\$145.00
Project Landscape Architect / Team Captain	\$110.00
Project Architect	\$145.00
Project Engineer	\$135.00
Irrigation Principal	\$135.00
Irrigation Sr Designer	\$100.00
CADD Operator	\$85.00
Word Processor	\$60.00

Reimbursables at cost plus 15%
Mileage at \$0.55 (or equivalent to the IRS Standard Mileage Rate)

EXHIBIT “C”

City’s Representative:

Sandra Gonzalez

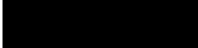
(562) 570-3210

EXHIBIT “D”

Materials/Information Furnished: None

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Richard Fisher Associates Federal Tax ID No. 
Address: 2001 E. First St., Ste 160
City: Santa Ana State: CA ZIP: 92705
Contact Person: Richard Fisher Telephone: 714-245-9270
Email: r.fisher@rfsalad.com Fax: 714-245-9275

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 22 day of February, 2011, at Santa Ana, CA

Name Richard A. Fisher

Signature Richard A. Fisher

Title President

Federal Tax ID No. [REDACTED]

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 is 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: Richard A. Fisher Title: President

Signature:  Date: 2-22-11

Business Entity Name: Richard Fisher Associates