

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

AGREEMENT

29891

THIS AGREEMENT is made and entered, in duplicate, as of October 10, 2006 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 10, 2006, by and between M. ARTHUR GENSLER JR. & ASSOCIATES, INC., a California corporation, with a place of business at 2500 Broadway, Suite 300, Santa Monica, California 90404 ("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 The Schroeder Hall U.S. Army Reserve Center Project ("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 \$99,100.00, at the rates or charges shown in Exhibit "A".

B. Consultant may select the time and place of performance for these services provided, however, that access to City documents, records, and the like, if needed

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

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

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

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

22 2. TERM. The term of this Agreement shall commence at midnight on  
23 October 15, 2006, and shall terminate at 11:59 p.m. on June 15, 2007, unless sooner  
24 terminated as provided in this Agreement, or unless the services or the Project is  
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's representative, if  
28 any, named in Exhibit "B", attached to this Agreement and incorporated by this reference.

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

6 B. The parties acknowledge that a substantial inducement to City for entering  
7 this Agreement was and is the reputation and skill of Consultant's key employee Jim  
8 Oswald. City shall have the right to approve any person proposed by Consultant to replace  
9 that key employee.

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

22 5. INSURANCE. As a condition precedent to the effectiveness of this  
23 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration  
24 of this Agreement from insurance companies that are admitted to write insurance in  
25 California or from authorized non-admitted insurance companies that have ratings of or  
26 equivalent to A:VIII by A.M. Best Company the following insurance:

27 (a) Commercial general liability insurance (equivalent in scope to ISO  
28 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than

1 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
2 coverage shall include but not be limited to broad form contractual liability,  
3 cross liability, independent contractors liability, and products and completed  
4 operations liability. The City, its officials, employees and agents shall be  
5 named as additional insureds by endorsement (on City's endorsement form  
6 or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to  
7 both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain  
8 no special limitations on the scope of protection given to the City, its officials,  
9 employees and agents.

10 (b) Workers' Compensation insurance as required by the California  
11 Labor Code and employer's liability insurance in an amount not less than  
12 \$1,000,000.

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

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

18 Any self-insurance program, self-insured retention, or deductible must be  
19 separately approved in writing by City's Risk Manager or designee and shall protect City,  
20 its officials, employees and agents in the same manner and to the same extent as they  
21 would have been protected had the policy or policies not contained retention or deductible  
22 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
23 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,  
24 and shall be primary and not contributing to any other insurance or self-insurance  
25 maintained by City. Consultant shall notify the City in writing within five (5) days after any  
26 insurance has been voided by the insurer or cancelled by the insured. If this coverage is  
27 written on a "claims made" basis, it must provide for an extended reporting period of not  
28 less than one year, commencing on the date this Agreement expires or is terminated,

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1 unless Consultant guarantees that Consultant will provide to the City evidence of  
2 uninterrupted, continuing coverage for a period of not less than three (3) years,  
3 commencing on the date this Agreement expires or is terminated.

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

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

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

21 The procuring or existence of insurance shall not be construed or deemed  
22 as a limitation on liability relating to Consultant's performance or as full performance of or  
23 compliance with the indemnification provisions of this Agreement.

24 **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement contemplates  
25 the personal services of Consultant and Consultant's employees, and the parties  
26 acknowledge that a substantial inducement to City for entering this Agreement was and is  
27 the professional reputation and competence of Consultant and Consultant's employees.  
28 Consultant shall not assign its rights or delegate its duties under this Agreement, or any

1 interest in this Agreement, or any portion of it, without the prior approval of City, except that  
2 Consultant may with the prior approval of the City Manager of City, assign any moneys due  
3 or to become due the Consultant under this Agreement. Any attempted assignment or  
4 delegation shall be void, and any assignee or delegate shall acquire no right or interest by  
5 reason of an attempted assignment or delegation. Furthermore, Consultant shall not  
6 subcontract any portion of its performance without the prior approval of the City Manager  
7 or designee, or substitute an approved subconsultant or contractor without approval prior  
8 to the substitution. Nothing stated in this Section shall prevent Consultant from employing  
9 as many employees as Consultant deems necessary for performance of this Agreement.

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

16 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,  
17 materials, tools, machinery, equipment, appliances, transportation, and services necessary  
18 to or used in the performance of Consultant's obligations under this Agreement, except as  
19 stated in Exhibit "C".

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

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1 available to any person or entity for use without the prior approval of City. This warranty  
2 shall survive termination of this Agreement for five (5) years.

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

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

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

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

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

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

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

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

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

24 17. INDEMNITY. Consultant shall, with respect to services performed in  
25 connection with this Agreement, indemnify and hold harmless the City, its Boards,  
26 Commissions, and their officials, employees and agents (collectively in this Section, "City")  
27 from and against any and all liability, claims, demands, damage, loss, causes of action,  
28 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and



1 expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include  
2 allegations and include by way of example but are not limited to: Claims for property  
3 damage, personal injury or death arising in whole or in part from any negligent act or  
4 omission of Consultant, its officers, employees, agents, sub-consultants, or anyone under  
5 Consultant's control (collectively "Indemnitor"); Consultant's breach of this Agreement;  
6 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating  
7 in any way to worker's compensation. Independent of the duty to indemnify and as a  
8 free-standing duty on the part of Consultant, Consultant shall defend City and shall  
9 continue this defense until the Claim is resolved, whether by settlement, judgment or  
10 otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of  
11 Indemnitor shall be required for the duty to defend to arise. Consultant shall notify the City  
12 of any Claim within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall  
13 tender the defense of the Claim to Consultant, and shall assist Consultant, as may be  
14 reasonably requested, in the defense.

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

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

21 20. NONDISCRIMINATION. In connection with performance of this  
22 Agreement and subject to applicable rules and regulations, Consultant shall not  
23 discriminate against any employee or applicant for employment because of race, religion,  
24 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.  
25 Consultant shall ensure that applicants are employed, and that employees are treated  
26 during their employment, without regard to these bases. These actions shall include, but  
27 not be limited to, the following: employment, upgrading, demotion or transfer, recruitment  
28 or recruitment advertising, layoff or termination, rates of pay or other forms of

1 compensation, and selection for training, including apprenticeship.

2 It is the policy of City to encourage the participation of Disadvantaged,  
3 Minority and Women-owned Business Enterprises in City's procurement process, and  
4 Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants  
5 and contractors to the fullest extent consistent with the efficient performance of this  
6 Agreement. Consultant may rely on written representations by subconsultants and  
7 contractors regarding their status. City's policy is attached as Exhibit "D" to this  
8 Agreement. Consultant shall report to City in May and in December or, in the case of  
9 short-term agreements, prior to invoicing for final payment, the names of all subconsultants  
10 and contractors hired by Consultant for this Project and information on whether or not they  
11 are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in  
12 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

20 22. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the  
21 following copyright protection on all Data: © City of Long Beach, California \_\_\_\_\_, inserting  
22 the appropriate year.

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

27 C. Consultant warrants that the Data does not violate or infringe any patent,  
28 copyright, trade secret or other proprietary right of any other party. Consultant agrees to

1 and shall protect, defend, indemnify and hold City, its officials and employees harmless  
2 from any and all claims, demands, damages, loss, liability, causes of action, costs or  
3 expenses (including reasonable attorneys' fees) whether or not reduced to judgment,  
4 arising from any breach or alleged breach of this warranty.

5           23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that  
6 Consultant has not employed or retained any entity or person to solicit or obtain this  
7 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
8 commission, or other monies based on or from the award of this Agreement. If Consultant  
9 breaches this warranty, City shall have the right to terminate this Agreement immediately  
10 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
11 due under this Agreement or otherwise recover the full amount of the fee, commission, or  
12 other monies.

13           24. WAIVER. The acceptance of any services or the payment of any money  
14 by City shall not operate as a waiver of any provision of this Agreement or of any right to  
15 damages or indemnity stated in this Agreement. The waiver of any breach of this  
16 Agreement shall not constitute a waiver of any other or subsequent breach of this  
17 Agreement.

18           25. CONTINUATION. Termination or expiration of this Agreement shall not  
19 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,  
20 19, 22, and 28 prior to termination or expiration of this Agreement.

21           26. TAX REPORTING. As required by federal and state law, City is  
22 obligated to and will report the payment of compensation to Consultant on  
23 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and  
24 state taxes resulting from payments under this Agreement. Consultant's Employer  
25 Identification Number is [REDACTED] If Consultant has a Social Security Number rather  
26 than an Employer Identification Number, then Consultant shall submit that Social Security  
27 Number in writing to City's Accounts Payable, Department of Financial Management.  
28 Consultant acknowledges and agrees that City has no obligation to pay Consultant until

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Consultant provides one of these numbers.

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

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

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

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

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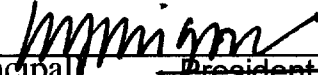
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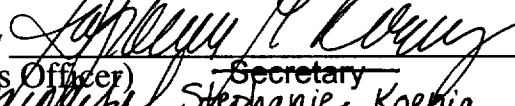
executed with all formalities required by law as of the date first stated above.

M. ARTHUR GENSLER JR. & ASSOCIATES,  
INC., a California corporation


October 31, 2006

By   
(Principal) ~~President~~  
Loree Goffigon  
(Type or Print Name)

October 31, 2006  
(Regional Operations Officer)

By   
~~Secretary~~  
Stephanie Koehig  
(Type or Print Name)  
"Consultant"

12-14, 2006

CITY OF LONG BEACH, a municipal corporation  
By   
City Manager

"City"

This Agreement is approved as to form on 11/17, 2006.

ROBERT E. SHANNON, City Attorney

By   
Deputy

# EXHIBIT “A”

## Revised Work Plan (September 8, 2006) Proposal A - Committee Facilitation

- 1 Orientation
- 2 Discussion
- 3 Recommendations

We have revised our proposed scope of services for facilitating the Schroeder Hall Army Reserve Center Base Reuse Advisory Committee that comprises three phases: Orientation, Discussion, and Recommendations. Moving deliberately through all three phases is a commitment to a facilitated and inclusive process that builds areas of mutual agreement through continued communication and clear goal-definition.

The objective of **Phase One: Orientation** is for the Advisory Committee to become familiar with the project site and the issues surrounding different uses under consideration for the site.

During **Phase Two: Discussion** the Gensler team will work closely with Amy Bodek and her team (Eric Lopez and Johnny Vallejo) and the Advisory Committee to begin developing an Issues/Drivers Framework along with a Findings/Principles document. The strategy here is to develop a set of principles/evaluative criteria that will guide the discussions held during the Recommendations phase of the Committee process. During the final phase, **Phase Three: Recommendations**, the Advisory Committee will help forge a set of key recommendations regarding the Base Reuse based on discussions and information gleaned from the previous 2 phases.

### PHASE 1: ORIENTATION AND INFO GATHERING

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#### TASKS

##### **Task 1.0 Kick Off/Orientation Meetings (2) with Amy Bodek and Her Team**



Gensler will conduct an initial orientation meeting with Amy Bodek and her team to kick off the project process. The primary purpose of this kickoff/orientation meeting is two fold: to gain a high level of comfort and familiarity between the Gensler team and the City's Project Team and to confirm the process that will guide the Advisory Committee facilitation process. These preparatory discussions include the following topics: clarify the Project Team's definition of success by identifying the project's process and content outcomes; review and set the final meeting schedule; clarify the Advisory Committee's charge and list of roles and responsibilities; discuss and finalize the specific topics/agenda for each meeting (including the proposed Community Workshops); identify and

strategize the Gensler/Project Team’s approach to potential project barriers/obstacles that may surface during the project; and identify and gather key background information for the Gensler team. A second meeting will be held to review the final approach/budget and to visit the project site for a walking tour.

**Deliverables include:**

- Orientation Meeting Agendas circulated prior to meeting
- Revised/Final Scope and Budget
- Digital image documentation (photos) of the project site for use in future presentations

**Professional Time**

Jim Oswald	2 days @ \$2,000/day	\$4,000.00
Kevin Rosenstein	2 days @ \$1,600/day	\$3,200.00

**Task 1 Professional Time Estimated Cost** **\$7,200.00**

**Task 1 Estimated Direct Costs** **\$ 500.00**

This estimated cost figure includes travel/mileage to/from Long Beach; wallgraphic photoreductions of facilitation graphics produced during the session; telephone/fed ex; photocopies; and miscellaneous meeting supplies.

**Task 1 Estimated Total Cost** **\$7,700.00**

**Task 2.0 Orientation-Oriented Advisory Committee Meetings (2)**

**2.1. Advisory Committee Meeting #1**

Gensler will prepare for, facilitate and graphically record, and prepare a graphics/written summary for the **first** Advisory Committee Meeting. *The primary purpose of this meeting is to orient members of the Advisory Committee to the Base Reuse project process and outcome; review the Committee’s charge; and outline the role and responsibilities of the Committee members, City Project Team, and the Consultant team. Background presentations will be made regarding the Base Reuse process, key regulations, land use policies, etc. In addition, participants will be asked to identify key issues and critical information they feel is necessary to have to work through the Base Reuse Recommendation Process. Participants will also begin planning Advisory Committee Meeting #2 which will include a “virtual “tour of the project site. Prior to Meeting #1, Gensler will meet/conference call with Amy Bodek and her team to develop/finalize the session outcomes, prepare draft and final*





agendas along with any comment sheets/worksheets that will be needed for the session. Gensler will work closely with Amy Bodek and her team to post information (e.g., background info, agendas, etc.) on the project web site prior to the meeting for Committee members to access and review.

Gensler will facilitate the meeting using facilitation graphics – a meeting management technique that fuses large graphic notetaking with facilitation skills. Summary wallgraphics produced during this session will be photoreduced and provided to the Advisory Committee along with a written summary of the session.

**Deliverables include:**

- Pre-Meeting with the Project Team
- Draft/final agenda and comment sheets
- Facilitated Meeting and Summary Memorandum

**Professional Time**

*Pre Session Meeting/Preparation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	2 days @ \$1,600/day	\$3,200.00

*Session Facilitation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	1 day @ \$1,600/day	\$1,600.00

*Summary Memorandum*

Jim Oswald	1/4 day @ \$2,000/day	\$ 500.00
Kevin Rosenstein	1 day @ \$1,600/day	\$1,600.00

**Task 2.1 Professional Time Estimated Cost** **\$10,900.00**

**Task 2.1 Estimated Direct Costs** **\$1,000.00**

This estimated cost figure includes travel/mileage to/from Long Beach; wallgraphic photoreductions of facilitation graphics produced during the session; telephone/fed ex; photocopies; and miscellaneous meeting supplies.

**Task 2.1 Estimated Total Cost** **\$11,900.00**

## 2.2 Advisory Committee Meeting #2

Gensler will prepare for, facilitate and graphically record, and prepare a graphics/written summary for the **second** Advisory Committee Meeting. *The primary purpose of this meeting is to report back/summarize the information gleaned in the first session and participate in a virtual tour of the project site.*

Prior to Meeting #2, Gensler will meet/conference call with Amy Bodek and her team to further debrief Meeting #1, develop/finalize the session outcomes, prepare draft and final agendas along with any comment sheets/worksheets that will be needed for the session.

### Deliverables include:

- Pre-Meeting and Meeting #1 debrief with the Project Team
- Meeting #2 draft/final agenda and comment sheets
- Virtual Tour of Project Site (powerpoint)
- Facilitated Meeting and Summary Memorandum

### Professional Time

#### *Pre Session Meeting/Preparation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	2 days @ \$1,600/day	\$3,200.00

#### *Session Facilitation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	1 day @ \$1,600/day	\$1,600.00

#### *Summary Memorandum*

Jim Oswald	1/4 day @ \$2,000/day	\$ 500.00
Kevin Rosenstein	1 day @ \$1,600/day	\$1,600.00

**Task 2.2 Professional Time Estimated Cost** **\$10,900.00**

**Task 2.2 Estimated Direct Costs** **\$1,000.00**

This estimated cost figure includes travel/mileage to/from Long Beach; wallgraphic photoreductions of facilitation graphics produced during the session; telephone/fed ex; photocopies; and miscellaneous meeting supplies.

**Task 2.2 Estimated Total Cost** **\$11,900.00**



## PHASE 2: DISCUSSION AND FINDINGS

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### Task 3.0 Discussion/Findings Oriented Advisory Committee Meetings (2)

#### 3.1. Advisory Committee Meeting #3

Gensler will prepare for, facilitate and graphically record, and prepare a graphics/written summary for the **third** Advisory Committee Meeting. *The primary purpose of this meeting is to begin a series of discussions around the key drivers/issues that surfaced during the Orientation Meetings (Meetings #1-2).* When appropriate, Committee members will identify key findings and/or principles that will serve as the basis of the recommendations that will be developed in the third phase of meetings (Meetings# 5-7).

Prior to Meeting #3, Gensler will meet/conference call with Amy Bodek and her team to debrief Meeting #2, develop/finalize the session outcomes, prepare draft and final agendas along with any comment sheets/worksheets that will be needed for the session. Gensler will also begin work on the emerging Findings/Principles document that will evolve after each of the three meetings in this phase. Gensler will work closely with Amy Bodek and her team to post information (e.g., Key Drivers and Issues Framework, session summary memoranda, etc.) on the project web site prior to the meeting for Committee members to access and review.

#### Deliverables include:

- Pre-Meeting with the Project Team
- Draft/final agenda and comment sheets
- Facilitated Meeting and Summary Memorandum

#### Professional Time

##### *Pre Session Meeting/Preparation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	2 days @ \$1,600/day	\$3,200.00

##### *Session Facilitation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	1 day @\$1,600/day	\$1,600.00

##### *Summary Memorandum*

Jim Oswald	1/4 day @ \$2,000/day	\$ 500.00
Kevin Rosenstein	1 day @ \$1,600/day	\$1,600.00

**Task 3.1 Professional Time Estimated Cost** **\$10,900.00**

**Task 3.1 Estimated Direct Costs** **\$1,000.00**

This estimated cost figure includes travel/mileage to/from Long Beach; wallgraphic photoreductions of facilitation graphics produced during the session; telephone/fed ex; photocopies; and miscellaneous meeting supplies.

**Task 3.1 Estimated Total Cost** **\$11,900.00**



**3.2 Advisory Committee Meeting #4**

Gensler will prepare for, facilitate and graphically record, and prepare a graphics/written summary for the **fourth** Advisory Committee Meeting. *The primary purpose of this meeting is to conduct the second of two meetings around the key drivers/issues that surfaced during the Orientation Meetings (Meetings #1-2). Participants will also review the next version of the Findings/Principles document that will serve as the foundation for the third round of meetings (Recommendations). Participants will also review the LOI received from interested parties (may occur earlier depending the committee's progress).*

In advance of Meeting #4, Gensler will meet/conference call with Amy Bodek and her team to debrief Meeting #3, review the emerging Findings/Principles document, develop/finalize the session outcomes, prepare draft and final agendas along with any comment sheets/worksheets that will be needed for the session. Gensler will work closely with Amy Bodek and her team to post information (e.g., evolving Findings/Principles document, session summary memoranda, etc.) on the project web site prior to the meeting for Committee members to access and review.

**Deliverables include:**

- Pre-Meeting with the Project Team
- Draft/final agenda and comment sheets
- Facilitated Meeting and Summary Memorandum

**Professional Time**

*Pre Session Meeting/Preparation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	2 days @ \$1,600/day	\$3,200.00

*Session Facilitation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	1 day @\$1,600/day	\$1,600.00

*Summary Memorandum*

Jim Oswald	1/4 day @ \$2,000/day	\$ 500.00
Kevin Rosenstein	1 day @ \$1,600/day	\$1,600.00

**Task 3.2 Professional Time Estimated Cost** **\$10,900.00**

**Task 3.2 Estimated Direct Costs** **\$1,000.00**

This estimated cost figure includes travel/mileage to/from Long Beach; wallgraphic photoreductions of facilitation graphics produced during the session; telephone/fed ex; photocopies; and miscellaneous meeting supplies.

**Task 3.2 Estimated Total Cost** **\$11,900.00**

## **PHASE 3: RECOMMENDATIONS**

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### **Task 4.0 Recommendations Oriented Advisory Committee Meetings (3)**

#### **4.1 Advisory Committee Meeting #5**

Gensler will prepare for, facilitate and graphically record, and prepare a graphics/written summary for the **fifth** Advisory Committee Meeting. *The primary purpose of this meeting is to begin a series of discussions around the emerging Findings/Principles document that was the focus of the Discussions Meetings (Meetings #3-4).* Using the Findings/Principles document as a foundation, Gensler and the City Project Team will prepare a rough draft of Project Recommendations for review at this first meeting.

Prior to Meeting #5, Gensler will meet/conference call with Amy Bodek and her team to debrief Meeting #4, prepare/revise the first draft of the Project Recommendations for the Committee's review, develop/finalize the session outcomes, and prepare draft and final agendas along with any comment sheets/worksheets that will be needed for the session. Gensler will work closely with Amy Bodek and her team to post information (e.g., first draft of the Recommendations, session summary memoranda, etc.) on the project web site prior to the meeting for Committee members to access and review.

**Deliverables include:**

- Pre-Meeting with the Project Team
- Draft Project Recommendations
- Draft/final agenda and comment sheets
- Facilitated Meeting and Summary Memorandum

**Professional Time**

*Pre Session Meeting/Preparation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	2 1/2 days @ \$1,600/day	\$4,000.00

*Session Facilitation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	1 day @\$1,600/day	\$1,600.00

*Summary Memorandum*

Jim Oswald	1/4 day @ \$2,000/day	\$ 500.00
Kevin Rosenstein	1 day @ 1,600/day	\$1,600.00

**Task 4.1 Professional Time Estimated Cost** **\$11,700.00**

**Task 4.1 Estimated Direct Costs** **\$1,000.00**

This estimated cost figure includes travel/mileage to/from Long Beach; wallgraphic photoreductions of facilitation graphics produced during the session; telephone/fed ex; photocopies; and miscellaneous meeting supplies.

**Task 4.1 Estimated Total Cost** **\$12,700.00**

**4.2 Advisory Committee Meeting #6**

Gensler will prepare for, facilitate and graphically record, and prepare a graphics/written summary for the **sixth** Advisory Committee Meeting. *The primary purpose of this meeting is to continue working with the Advisory Committee to reach mutual agreement over the emerging recommendations.*

The format and preparation for this workshop is identical to Task 4.1 (please see details in that section), with the exception that the pre-meeting preparation has been reduced.

**Deliverables include:**

- Pre-Meeting with the Project Team
- Revised/Next Iteration of the Project Recommendations

- Draft/final agenda and comment sheets
- Facilitated Meeting and Summary Memorandum

**Professional Time**

*Pre Session Meeting/Preparation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	2 days @ \$1,600/day	\$3,200.00

*Session Facilitation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	1 day @\$1,600/day	\$1,600.00

*Summary Memorandum*

Jim Oswald	1/4 day @ \$2,000/day	\$ 500.00
Kevin Rosenstein	1 day @ 1,600/day	\$1,600.00

**Task 4.2 Professional Time Estimated Cost \$10,900.00**

**Task 4.2 Estimated Direct Costs \$1,000.00**

This estimated cost figure includes travel/mileage to/from Long Beach; wallgraphic photoreductions of facilitation graphics produced during the session; telephone/fed ex; photocopies; and miscellaneous meeting supplies.

**Task 4.2 Estimated Total Cost \$11,900.00**

**4.3 Advisory Committee Meeting #7**

Gensler will prepare for, facilitate and graphically record, and prepare a graphics/written summary for the **seventh** Advisory Committee Meeting. *The primary purpose of this meeting is to finalize the draft final recommendations and prepare them for the City Council's review.*

The format and preparation for this workshop is identical to Task 4.2 (please see details in that section).

**Deliverables include:**

- Pre-Meeting with the Project Team
- Revised/Next Iteration of the Project Recommendations
- Draft/final agenda and comment sheets
- Facilitated Meeting and Summary Memorandum

**Professional Time**

*Pre Session Meeting/Preparation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	2 days @ \$1,600/day	\$3,200.00



*Session Facilitation*

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	1 day @\$1,600/day	\$1,600.00

*Summary Memorandum*

Jim Oswald	1/4 day @ \$2,000/day	\$ 500.00
Kevin Rosenstein	1 day @ 1,600/day	\$1,600.00

**Task 4.3 Professional Time Estimated Cost** **\$10,900.00**

**Task 4.3 Estimated Direct Costs** **\$1,000.00**

This estimated cost figure includes travel/mileage to/from Long Beach; wallgraphic photoreductions of facilitation graphics produced during the session; telephone/fed ex; photocopies; and miscellaneous meeting supplies.

**Task 4.3 Estimated Total Cost** **\$11,900.00**



**Task 5.0 Preparation of Final Recommendations Report**

**5.1 Preparation of Final Recommendations Report**

Gensler will work closely with Amy Bodek and her staff to prepare a draft Recommendations Summary for Long Beach to use in preparing their final documentation.

**Deliverables include:**

- Draft and Final Recommendations Summary

**Professional Time**

Jim Oswald	1 day @ \$2,000/day	\$2,000.00
Kevin Rosenstein	3 days @ \$1,600/day	\$4,800.00

**Task 5.1 Professional Time Estimated Cost** **\$6,800.00**

**Task 5.1 Estimated Direct Costs** **\$ 500.00**

This estimated cost figure includes miscellaneous graphic/production costs associated with publishing the recommendations summary.



**Estimated Total Professional Time/Direct Costs**

*The estimated total fee (professional time and direct costs) for Tasks 1-5.1 is \$99,100.* Per our conversations, the professional time estimates are based on the assumptions included in this scope/budget. Any additional services requested outside this scope will be authorized by Amy Bodek/Long Beach team first and then invoiced separately. All direct costs included in this revised proposal are estimates. Gensler invoices will include itemized direct costs with receipts attached.

Please note that photoreducing the wallgraphics produced during each of our sessions (large graphic notetaking described in the scope) costs approximately \$500-750 per sheet. This estimate assumes 1 – 1 1/2 sheets per work session (which may be low).

**Tasks**

1.0	Kick Off/Orientation Meetings (2) with Amy Bodek and Her Team	\$7,700.00
2.1.	Advisory Committee Meeting #1	11,900.00
2.2	Advisory Committee Meeting #2	11,900.00
3.1.	Advisory Committee Meeting #3	11,900.00
3.2	Advisory Committee Meeting #4	11,900.00
4.1	Advisory Committee Meeting #5	12,700.00
4.2	Advisory Committee Meeting #6	11,900.00
4.3	Advisory Committee Meeting #7	11,900.00
5.1	Preparation of Final Recs Report	\$ 7,300.00

Please note that we assume that the Advisory Committee will meet approximately every 3-4 weeks. A more detailed schedule will be developed once we commence the project.

# EXHIBIT “B”

City’s Representative is Amy Bodek, Project  
Development Bureau Manager

**There is no Exhibit “C”.**

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

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

**EXHIBIT “D”**

DESIGNATION

ACTION BY UNANIMOUS WRITTEN CONSENT OF  
THE MANAGEMENT COMMITTEE OF  
M. ARTHUR GENSLER JR. & ASSOCIATES, INC.

The undersigned, constituting all of the members of the Gensler Management Committee, herewith designates the following individuals, listed on Exhibit "A" as the Principals of the Corporation. The individuals named will have the Category of Signing Authority as is set forth opposite the name of the individual Principal. The respective Categories of Signing Authority are set forth on Exhibit "B".

ADOPTED unanimously by the undersigned members of the Management Committee on March 17<sup>th</sup>, 2005.

 _____ Jeff Barber	 _____ Walter A. Hudy Jr.
 _____ John Bricker	 _____ Tom Ho
 _____ Joseph Brancato	 _____ Christopher Johnson
 _____ Maria Brown	 _____ Lamar Johnson
 _____ Darla Callahan	 _____ Robin Klehr Avia
 _____ Andrew P. Cohen	 _____ Christopher Murray
 _____ Marty Festenstein	 _____ Judy Pesek
 _____ James R. Follett	 _____ Janet Pogue
 _____ James E. Furr	 _____ Ken Sanders
 _____ Derek Gensler	 _____ Gene Watanabe
 _____ Douglas Gensler	 _____ Steve Weindel
 _____ M. Arthur Gensler Jr.	 _____ Daniel W. Winey
 _____ Bill Hooper	 _____ Matin Zargari
 _____ Diane Hopkins	

**EXHIBIT A: DESIGNATION OF SIGNING AUTHORITY**

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AM Kim Burt (CS)	HO Daniel Brents (CC)	NY Ed Wood (CS)
AT Darrell Fitzgerald (CS)	HO David Calkins (CC)	NY Frances Coyne (CC)
AT Janice Legg (CS)	HO Dean Strombom (CC)	NY Gus Hinojosa (CS)
AT Richard Logan (NA)	HO Ed Grun (CS)	NY Jan Gross (CC)
AT Stephen Swicegood (CC)	HO Gerald Gehm (CS)	NY John Bricker (CS)
BA Jim Camp (CS)	HO Hal Sharp (CS)	NY Josh Katz (CC)
BO Doug Gensler (CC)	HO Marilyn Archer (CS)	NY Julia Simet (CC)
BO Jeanne Nutt (CC)	HO Max Steele (CS)	NY Kathy Diamond (CS)
BO Joe McMahon (CS)	HO Richard Maxwell (CC)	NY Ken Lunstead (CC)
CH Carlos Martinez (CS)	LA A. Marie Howell (CS)	NY Lydia Gould (CS)
CH Grant Uhler (CS)	LA Anne Ferree (CS)	NY M. Burke Vigeland (CC)
CH Lamar Johnson (CC)	LA Arpy Hatzikian (CS)	NY Mark Morton (CS)
CH Mark Welch (CC)	LA Barbara Dunn (CC)	NY Patric O'Malley (CC)
CH Marty Festenstein (CS)	LA Gene Watanabe (CS)	NY Robert Cataldo (CC)
CH Steve Meier (CS)	LA JF Finn (CS)	NY Tom Vecchione (CS)
CL Ernest Munoz (CS)	LA Kapil Malik (CS)	SE Linda Moriarty (CC)
CL John Gaulden (CS)	LA Keith Thompson (CC)	SF Charlie Kridler (CC)
DC Bert Oliva (CC)	LA Loree Goffigon (CC)	SF Christine Riedell (CC)
DC Chris Banks (CS)	LA Marty Borko (CC)	SF Collin Burry (NA)
DC Chris Murray (CC)	LA Michael Darnier (CS)	SF Dennis Schmidt (CC)
DC David Epstein (CS)	LA Nila Leiserowitz (CC)	SF Dian Duvall (CS)
DC Donald Ghent (CS)	LA Rob Jernigan (CC)	SF Doug Zucker (CS)
DC Janet F. Kresslein (CS)	LA Ron Steinert (CC)	SF Gervais Tompkin (CC)
DC Jeff Barber (CC)	LA Scott Kaufman (CS)	SF James Hall (NA)
DC Jim Williamson (CS)	LA Stephanie Koenig (CC)	SF Jeff Henry (NA)
DC Jordan Goldstein (CS)	LA Tom Ito (CC)	SF Michael Bodziner (CS)
DC Ken Baker (CC)	LC Tom Houlihan (CC)	SF Michael Wiener (CC)
DC Steve Martin (CS)	LN Ed Caddy (CS)	SF Ray Shick (CC)
DC Susan English (CS)	LN Enrico Caruso (CS)	SF Ronette King (NA)
DC Walter Trujillo (CS)	LN Gary Wheeler (CC)	SF Scott Dunlap (CC)
DC William Hooper (CC)	LN Jon Tollit (CS)	SF Steve Weindel (CC)
DL Judy Pesek (CC)	LN Marla Brown (CC)	SH Jun Xia (CC)
DN Janet Pogue (CC)	LN Prue Redfern (CC)	SH Laurence Chambers* (CC)
DN Linda Nelson (CC)	LN Simon Jackson (CS)	SJ Kevin Schaeffer (CC)
DN Phil McCurdy (CC)	LN Steven Andrews (CS)	SR Doug Wittnebel (CS)
DT Bill Hartman (CC)	NB Chip Williams (CS)	SR Martin Zargari (CC)
DT Jim Meredith (CS)	NB Darla Callahan (CC)	TK Nachiko Yamamoto (CC)
FW Bruce Bartolf (CC)	NB Sandi Warneke (CS)	TK Steven Louie (NA)
FW Ken Sanders (CC)	NJ Dana McGuffey (CS)	VA Paul Herrick (CC)
FW R.K. Stewart (CS)	NJ Reid Brockmeier (CC)	
HO Bonny McLoud (CS)	NJ Rolland Grote (CC)	
HO C.K. Pang (NA)	NY A. Garnar-Wortzel (CC)	
HO Charles Kifer (NA)	NY Ambrose A. Kelly (CS)	

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\* = non-principal

**EXHIBIT B: CATEGORIES OF SIGNING AUTHORITY**

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(CC) = ALL CLIENT AND CONSULTANT CONTRACTS (also vendors if less than \$25,000)

(CS) = CLIENT AND CONSULTANT CONTRACTS (but requires countersignature if greater than \$50,000)

(NA) = NO SIGNING AUTHORITY