

1 AGREEMENT

2 **32025**

3 THIS AGREEMENT is made and entered, in duplicate, as of January 5,
4 2011 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on January 4, 2011, by and between JON DAVID
6 CICHETTI, a sole proprietorship, with a place of business at 2760 E. Sprint Street,
7 Suite 110, Long Beach, California 90806 ("Consultant"), and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

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

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

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

28 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, Jon David Cicchetti. City shall have the right to approve any person
12 proposed by Consultant to replace that key employee.

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

26 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

28 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

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 JON DAVID CICHETTI, a sole
5 proprietorship

6 Feb. 28, 2011 By 
7 Jon David Cicchetti

8 "Consultant"

9 CITY OF LONG BEACH, a municipal
10 corporation Assistant City Manager


11 3.7, 2011 By  EXECUTED PURSUANT
12 City Manager TO SECTION 301 OF
13 THE CITY CHARTER.

14 "City"

15 This Agreement is approved as to form on 3-2

16 2011.

17 ROBERT E. SHANNON, City Attorney

18 By 
19 Deputy

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

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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 Jon D. Cicchetti - Landscape Architects Contact Person Jon Cicchetti

Address 2760 E Spring St., Suite 110 City Long Beach State CA Zip 90806

Telephone (562) 989-1880 Fax (562) 989-1870 Federal Tax ID No. [REDACTED]

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 1/25/10

Signed Jon Cicchetti

Print Name & Title Jon CICCHETTI PRINCIPAL



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

Attachment A

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

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

YES NO

Jon Cicchetti
AUTHORIZED SIGNATURE AND DATE
Jon Cicchetti, PRINCIPAL
PRINTED NAME AND TITLE

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

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



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

Attachment B

STATEMENT OF NON-COLLUSION

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

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

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

AUTHORIZED SIGNATURE AND DATE

JON CICHETTI PRINCIPAL

PRINTED NAME AND TITLE



CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

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

PURCHASING DIVISION

NOTICE TO BIDDERS

ADDENDUM NO. 1

RFP NO. PRM10-011

LANDSCAPE ARCHITECTURAL SERVICES

January 19, 2010

To All Prospective Bidders:

Please review the revised information listed below.

Date answers to questions will be available is REVISED

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

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

Acknowledged By: Jon Cicchetti

Company: JON P. CICHETTI LANDSCAPE ARCHITECTS

Date: 1/25/10



CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

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

PURCHASING DIVISION

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.

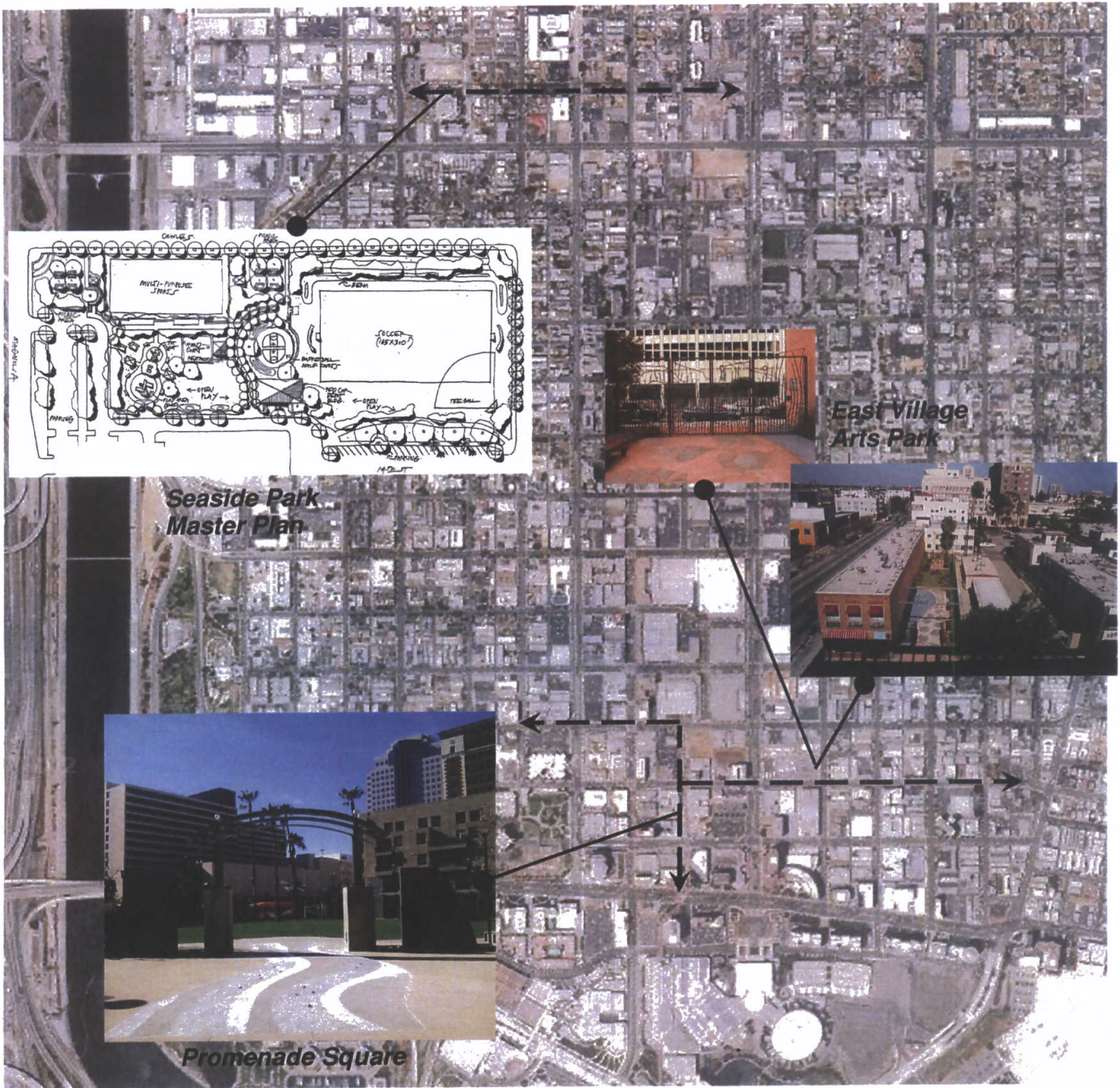
Please acknowledge receipt of this addendum by signing and including with proposal.

Acknowledged By: Jon Cicchetti

Company: JON D. CICCETTI LANDSCAPE ARCHITECTS

Date: 1/25/10

CITY OF LONG BEACH
REQUEST FOR PROPOSAL # PRM10-011 FOR
LANDSCAPE ARCHITECTURAL SERVICES



JON DAVID CICHETTI
PLANNERS • LANDSCAPE ARCHITECTS • PUBLIC ART

January 29, 2010

JON DAVID CICHETTI ORGANIZATION

Practice:

Jon D. Cicchetti Landscape Architects, a sole proprietorship founded in 1987, provides services to clients throughout the western United States. Our group has the resources to facilitate the full spectrum of planning and design services. The diverse experience and skills of our team is a tremendous asset in addressing the broad and complex issues of land use planning, design, and environmental sustainability. Each project receives the advantages of principal level personnel working directly with the client.



*Hilltop Park,
Signal Hill, CA.*

Jon D. Cicchetti has completed numerous public and private sector projects in both urban and rural environments, with a particular emphasis on resolving land use issues and environmental concerns. Clients range from landowners and institutions to public agencies and architectural firms. We are particularly strong in experience preparing park and streetscape design master plans and implementation plans. Our unique qualities and resources will contribute to the success of your project. We have over the years addressed / provided all of the services, identified in **Section 6 – Project Specifications**, of the RFP. This will be demonstrated in the following portions of our proposal.

Process:

Jon D. Cicchetti understands the dynamic inter-relationship between planning, policymaking, environmental analysis, design, and implementation. By applying our professional skills in these areas, we strive to develop land use and design solutions that meet all jurisdictional requirements, are functional, aesthetically pleasing, and in harmony with the natural environment. It is our desire to perform place making that enhances the human experience.

Philosophy:

Jon D. Cicchetti undertakes large and small-scale work. Our goal, however, is to develop a "big idea" for each project regardless of its size. This is achieved through a pro-active process that identifies problems and creates and evaluates alternate solutions to meet each client's program. We are committed to producing cost effective solutions in a timely manner.

Services:

Planning • Urban Design • Landscape Architecture • Public Art

Staff:

6 professional, technical and administrative staff

Recognition:

Awards from local and state professional organizations exemplify the strong design and planning capabilities of our Group.

Key Contact:

(Section 8 of RFP) Jon Cicchetti is sole proprietor of this Long Beach based company which will provide all services and Jon will be the key contact.

Address: 2760 E. Spring Street, Suite 110, Long Beach, CA 90806
Phone: (562) 989-1880

LIST OF REPRESENTATIVE CLIENTS

City of Long Beach
City of Signal Hill
City of Rancho Palos Verdes
City of Laguna Beach
City of Los Alamitos
City of Pasadena
City of Yorba Linda
City of Santa Fe Springs
City of La Mirada
City of Covina
City of Downey
City of Compton

City of Riverside
City of Torrance
City of Walnut
County of Los Angeles
State of California
Santa Monica Mountains Conservancy
Los Angeles Unified School District
Long Beach Unified School District
Los Angeles County Office of Education
Los Angeles Air Force Base



Main Library Renovation Concept, Long Beach, CA.

EXPERIENCE (Company Background/History – Section 8.1)

Long Beach is a large, very diverse community with some unique design challenges, particularly in the older parts of town. There is a strong commitment to the historical features of older, existing structures and the varied cultural background of community members. Jon Cicchetti has been a resident since 1979 and has maintained his office here since 1993. He has a long track record of volunteer participation with organizations such as the Bixby Knolls Improvement Association and North Long Beach Redevelopment Project Area committee. Jon has also interfaced with a number of City Council members and their constituents through volunteer and commissioned work, to resolve a variety of design and planning issues. This experience brings valuable insight and understanding to our approach for Long Beach projects.

The LBPRM is looking for support on a full spectrum of landscape architectural services ranging from community interfacing and public agency coordination to sustainable design. Starting with presentation techniques our abilities include freehand sketches, computer modeling, photo montage exhibits and plan renderings. We are currently assisting the Long Beach RDA with securing and managing of design build services. Utilizing input from highly respected contractors we prepare accurate opinions of probable costs. Also, as is the case in many Cities, converting of older industrial sites into open space is more common, requiring a need for firms experienced with oil operations or oil contaminated soils. We have dealt with such issues on projects in the Baldwin Hills area of Los Angeles County and City of Signal Hill, where extensive oil retrieval activities have and continue to occur.

Our approach to a project starts with a thorough records search, site visit and photo documentation. When needed we have a civil and electrical engineer to assist with these tasks. Immediately following, or concurrently, we would meet with staff to finalize the improvement program. From this point we move thru the plan refinement process, staying in close contact with the project manager regarding schedule milestones and any new issues as they arise. The key is communication. In our organization, principals are primarily responsible for project management. A typical breakdown of assignments for similar projects is as follows.

Project Management and Concept Development	-	Jon Cicchetti
Concept Development and Design Development	-	Tom Weir
Water Management, Design Development and Project Management Assistance	-	Mike McMillen
Planting Design Project Management Assistance	-	Laurie Martz
Construction Documents and Computer Graphics	-	Jeremy Cicchetti
Computer Modeling / Graphics	-	Foster Karicofe

Our team is highly qualified to perform the tasks requested. Jon Cicchetti has successfully provided as needed services for cities for over fifteen years and when needed on quick turn around. The following is a summary list of recent work similar to what may be requested by the Long Beach PRM. Construction and professional fees are included.

- **Schematic Design / Master Planning Capability**

Our firm has equal capabilities in both project planning and implementation. Several recent examples of the scale and range of our efforts are as follows:

VARIOUS PARK SITES

City of Signal Hill

Prepared quick concept plans for potential pocket park sites in the southeast and Westside areas. Included preparation of cost parameters for grant proposals and capital improvement budgeting. Also prepared Hilltop Trails Master Plan in conjunction with proposed "North Flank Preserve" Planning and Grant Application.

Fee Range: \$2,500 - \$3,500

OLD TOWN URBAN DESIGN CONCEPT

City of Los Alamitos

Over a 12 month period, for staff review, steering committee coordination, and City Council presentation we performed a site assessment and prepared a concept package that outlined a land use and public works improvement program with cost parameters for two key urban areas in the downtown section of the city.

Fee: \$7,500

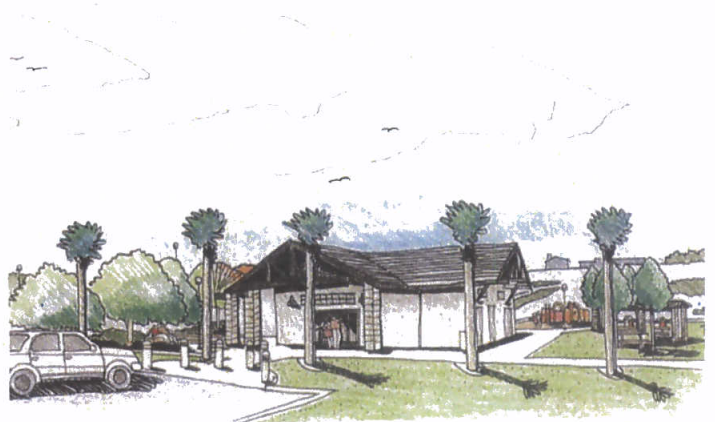
SOUTHEAST AREA SPECIFIC PLAN

City of American Canyon

Over a three-year period we were the prime consultant leading the effort in preparing a comprehensive specific plan for a 405-acre mixed use site which included a 114-acre open space / parks network and proposed Civic Center.

Fee: \$175,000

Discovery Well Park and
Community Center, Signal Hill



- **Streetscape Projects**

Our firm has worked on a number of streetscape projects. Some recent examples are as follows:

- 3rd Street "Grand Walkway", City of Long Beach
- Signal Hill Civic Center Signing Program, City of Signal Hill
- Cherry Ave. and Spring Street, City of Signal Hill
- Stearns Street, City of Long Beach
- Montemalga Median, City of Rancho Palos Verdes

These projects had construction budgets from \$200,000 to \$4,500,000. Fees ran from \$25,000 to \$150,000.



Cherry Avenue, Signal Hill

- **Park and Recreation Facilities**

CITY OF SIGNAL HILL

Initiated our relationship with the City in 1991 and have gone on to provide the following services:

- Park Master Plans and Feasibility Studies
- Project Programming
- Park Design and Implementation
- Presentation Graphic Packages
- Plan Checking of city, residential and commercial projects

Recreation projects we've been involved with are as follows:

- Hilltop Park and Public Art Project (1998/99)
\$300,000 Construction, \$30,000 Fee
- Discovery Well Park and Community Center (1998 –2002)
\$750,000 Construction, \$75,000 Fee
- Panorama Promenade and Hilltop Trails System (1998 –2002)

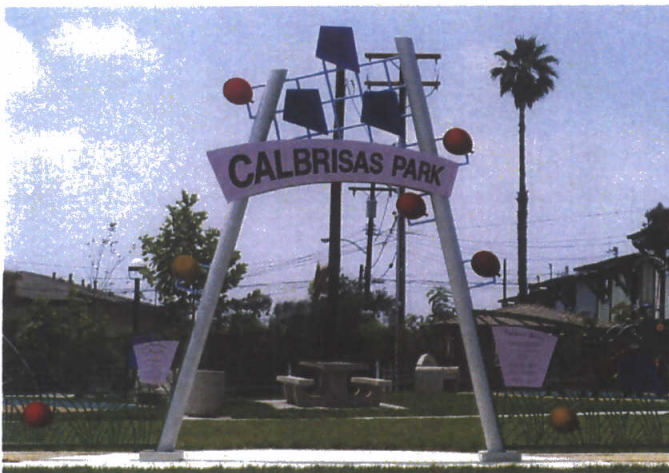
- Signal Hill Park Community Center renovation (1999)
- Sunset View Park Plan Checking and Construction Management (1999 to 2001)
- Westside Park and Community Center Schematic Design (1999)
- Southeast Park Schematic Design (1999)
- North Flank Preserve (2000 – Present)
- Calbrisas Park (2004)

CITY OF RANCHO PALOS VERDES

Initiated our relationship with the City in 1997 and have been involved in the following:

- Abalone Cove Beach Park Concept / Programming Package
- Hesse Park Playground Renovation and ADA Compliance Phase One and Two
- Ladera Linda Playground Renovation and ADA Compliance Phase One and Two
- Eastview Park ADA Compliance
- Point Vicente Interpretive Center Expansion (Whale Watching Site)

**The construction budgets ran from \$80,000 to \$150,000.
Fees were \$10,000 to \$15,000.**



Calbrisas Park, Signal Hill



East Village Arts Park, Long Beach

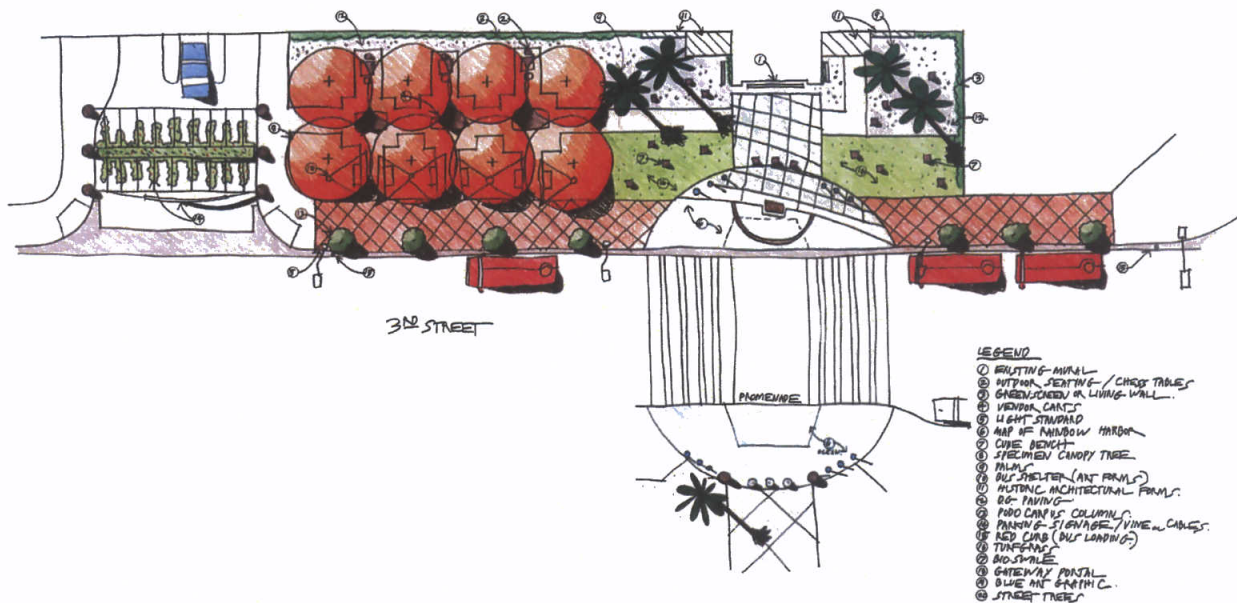
CITY OF LONG BEACH

Starting in 2004 our firm has been providing a variety of services to the Long Beach Redevelopment Agency, Park Rec. and Marine, and Public Works including:

- Master planning and schematic design
- Design development and construction documents
- Review of new development design proposals
- Facilitate and monitor design build contractors
- Facilitate and monitor public art components for key projects

Some of the projects we've been involved with:

- Review of Edgewater Hotel, Williams and Dame mixed use and Lyon West Gateway apartment projects
- Promenade renovation master plan and public art project
- Promenade Mural Park
- Promenade Square Park
- West Gateway Streetscape master plan and public art project
- 3rd Street "Grand Walkway" streetscape project
- Seaside Park
- Daryle Black Park



Promenade Mural Park, Long Beach

Hilltop Open Space System

This system consists of six different projects, Hilltop Park, Panorama Promenade, Discovery Well Park, Sunset View Park, Cha Wot Nature Preserve and the Memory Necklace totaling a combined 44 acres, set in a hillside environment. Hilltop Park and Panorama Promenade have won CPRS awards. The other land uses are primarily residential and 30 acres of open land still in oil production. Via our role as City Landscape Architect we were involved with the planning of open space for the residential development. Working with staff we created standards that helped to unify trail improvements on private and public property into a cohesive network, maintaining access for all residents of Signal Hill.



Panorama Promenade



Memory Necklace

LEGEND

- ① BOUNDARY OF PROPOSED CHA WOT PRESERVE.
- ② EXISTING TRAILS WITHIN PRESERVE.
- ③ EXISTING AND PROPOSED TRAILS WITHIN RESIDENTIAL DEVELOPMENT.
- ④ PARK TRAIL
- ⑤ LOOP TRAIL
- ⑥ PANORAMA PROMENADE
- ⑦ VIEW PATIO



Trail from Park thru development



Hilltop Park



Discovery Well Park





After



Before

Promenade - Master Plan and Implementation

City of Long Beach

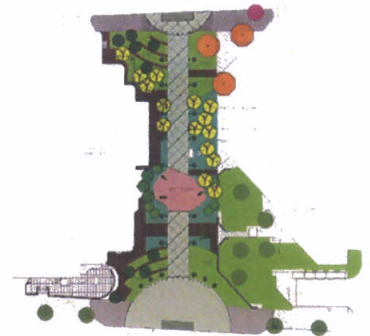
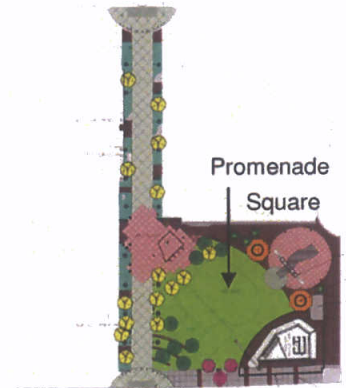
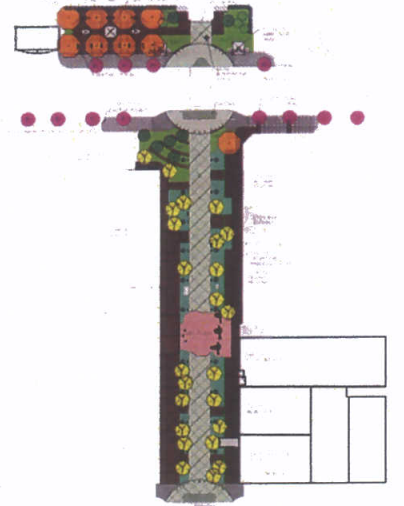
Scope of Work:

Our focus was to revise the existing Promenade Master Plan and Schematic Design Manual. This encompasses three city blocks and three parks. As Lead Design Landscape Architect, we are overseeing preparation of final drawings and construction. Scope includes planting, public art opportunities, bus stops, paving and site furnishing elements. This included input on Developer zones and building frontages. We created a public art environment Master Plan which was used for coordinating with the Arts Council on selection of artists and refine the art environment.

Services:

- Conducted 3 Stake Holder Workshops and Numerous Individual Department Meetings
- Programming / Site Analysis
- Schematic Design
- Design Development
- Revise Schematic Design Manual
- Revise Existing Master Plan
- Implementation Drawings Oversight
- Monitor Construction and Artwork Installation

Gateway Element
@ 3rd Street



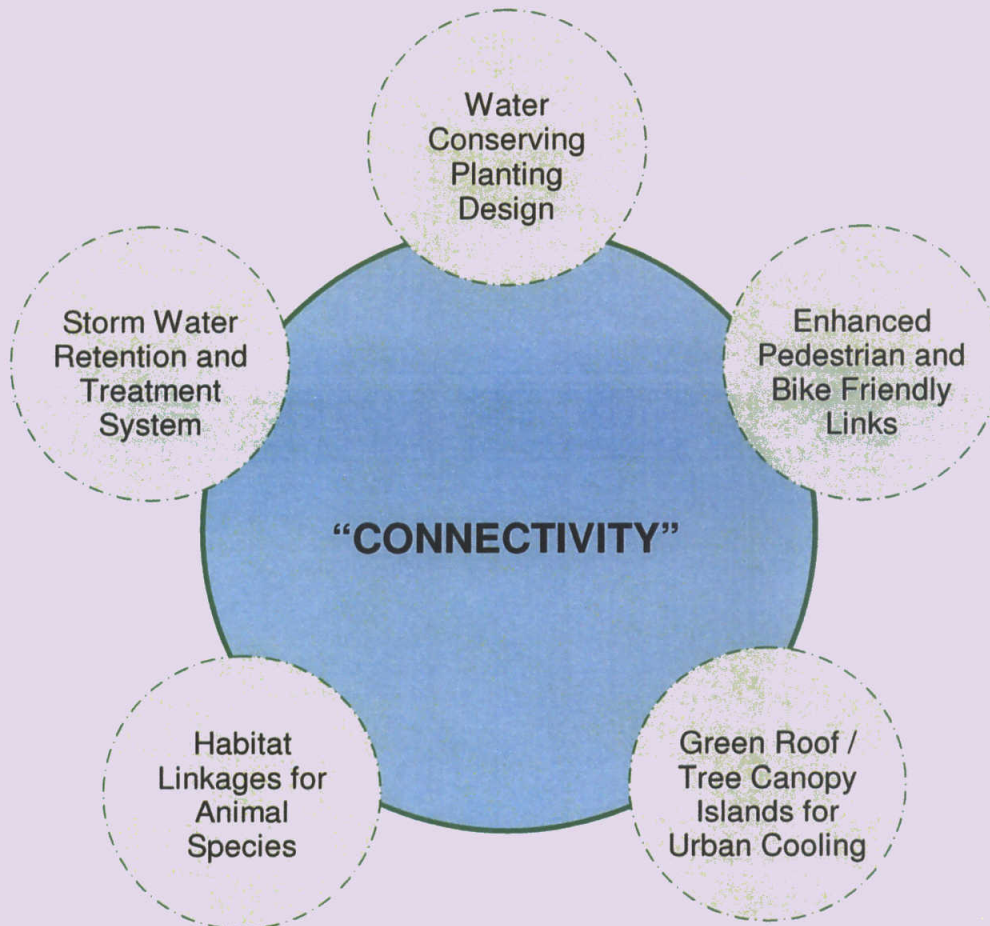


PROMENADE SQUARE

City of Long Beach RDA

Sustainability is an important component of the Landscape in the current environment. The following projects represent some of our work in this area. The first project, Southeast Area Specific Plan in American Canyon, is representative of six similar commissions undertaken in the Northern California area and is over 400 acres. Next is the 3rd Street Streetscape Plan which is a seven block (possibly longer) urban system in Long Beach linking the West Gateway area with The Promenade and City Place. The third project and smallest in scale is the Sustainable Demonstration Garden in front of The City of Signal Hill Maintenance Yard. There are many more projects completed by JDC/LA which incorporate sustainable (LEED) features including another sustainable demonstration garden at Reservoir Park in Signal Hill. The selected projects illustrate the full range of scale and context of our background from the American Canyon project that guided policy development to the City Yard which shows individuals options for site specific improvements.

SUSTAINABILITY METHODOLOGY / DESIGN APPROACH



Southeast Area Specific Plan

Location: American Canyon, CA.

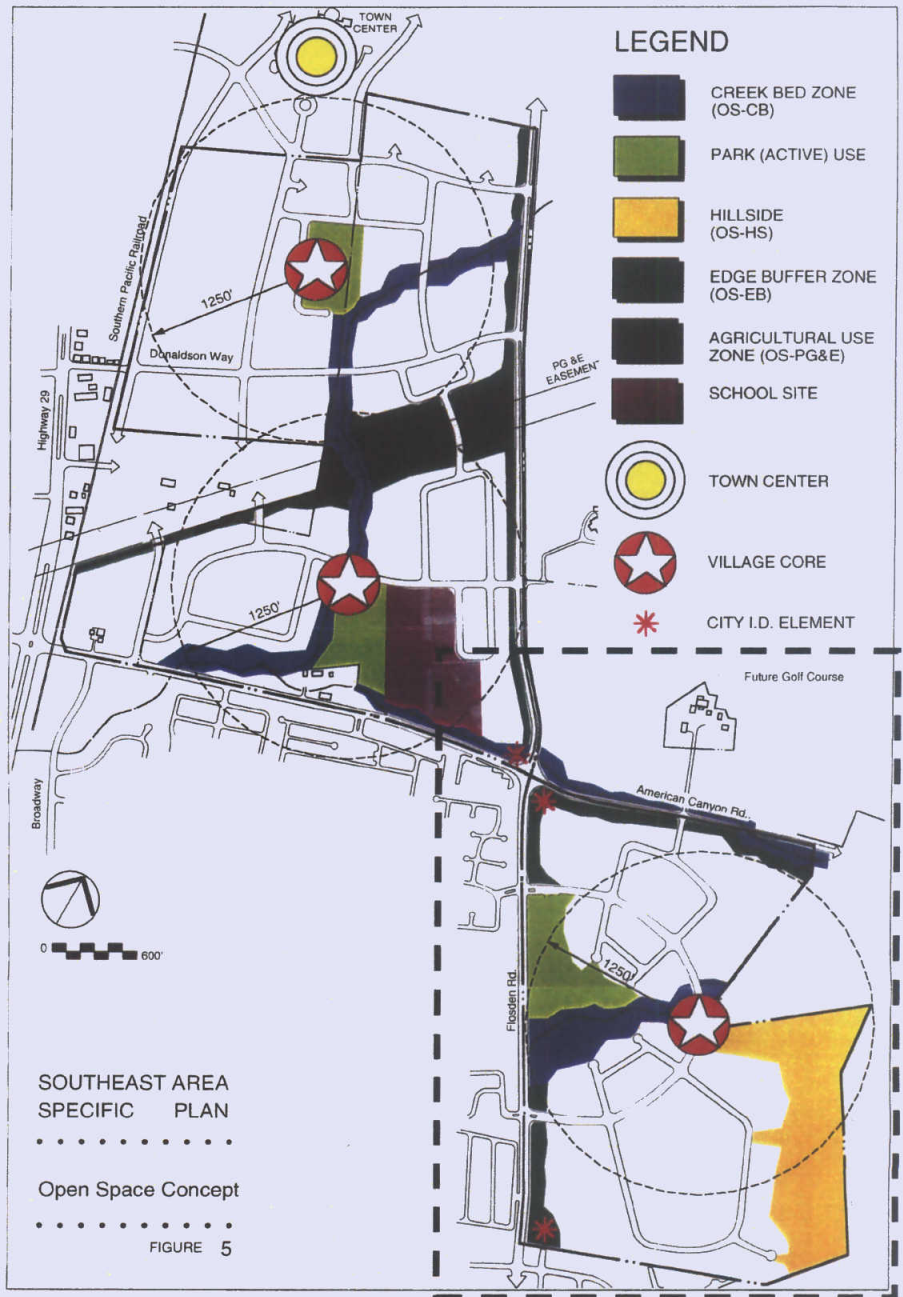
Completed: Planning 1997, build out 2006

Program:

- Mixture of residential and commercial uses.
- Develop an open space network that defines a series of separate neighborhoods, buffers the riparian corridor and provides for recreational uses and pedestrian / bike circulation.
- Coordinate circulation with future Towncenter development to the north
- Maintain habitat / migration linkage from foothills thru on site tributaries to American Canyon Creek.

Issues:

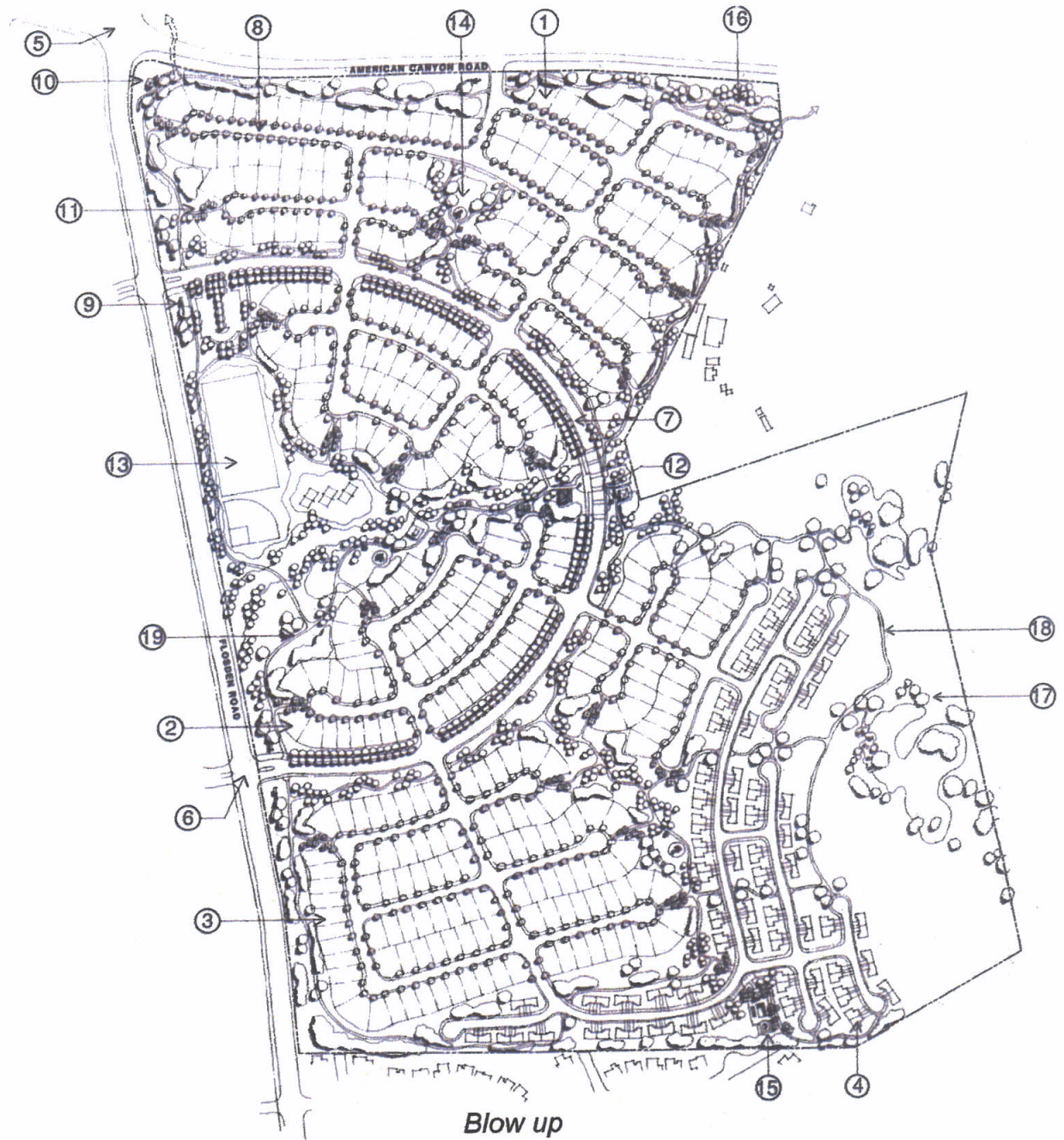
- Integration of existing Creek / wetland areas.
- Create city identity that ties into Napa Valley character, particularly along major thoroughfares.
- Provide opportunity for full range of residential ownership, entry level to move up.



See blow-up on next sheet



*Southeast Area Specific Plan
Wetlands Habitat Design*



Third Street Streetscape

Location: Long Beach, CA.

Completed: In Progress

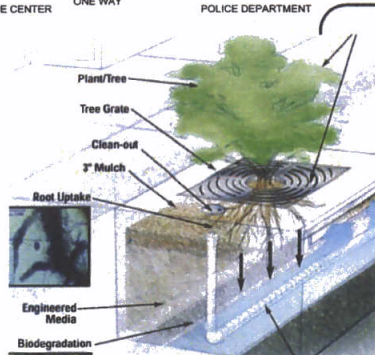
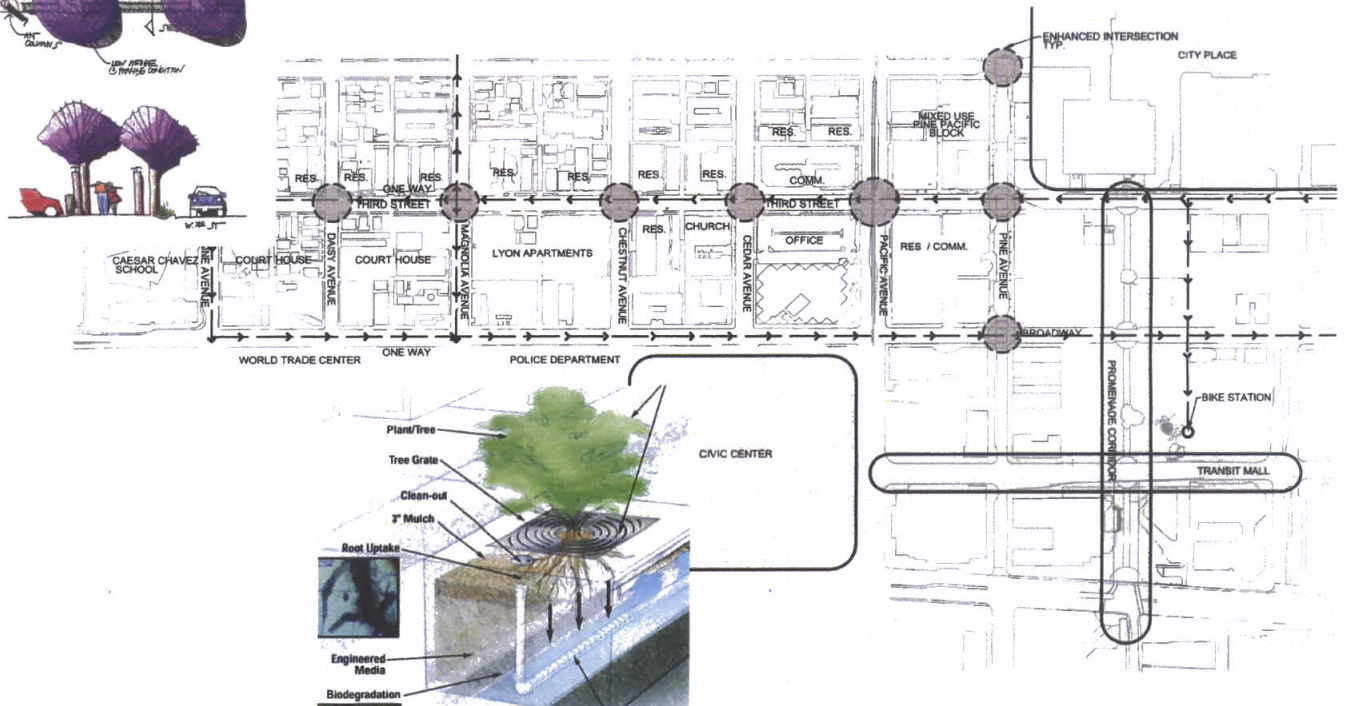
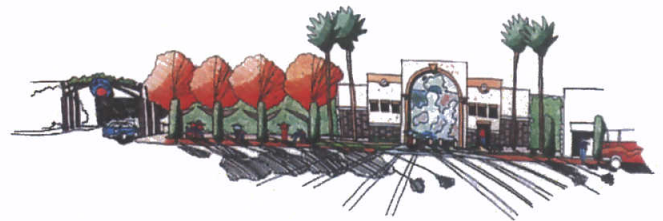
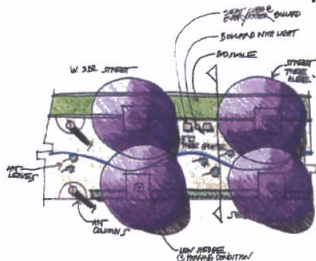
Client: Long Beach Redevelopment Agency
 Carl Morgan
 (562) 570-7738
 Barbi Clark
 (562) 570-6710

Scope of Work:

- 3rd Street from Maine Ave to Long Beach Blvd (7 Blocks)
- Conceptual design / master planning
- Coordination with developer teams
- Coordination with various city departments
- Coordination with bike trail consultant
- Final design and working drawings

Program:

- Bioswale / tree well water filtration system
- Enhanced pedestrian connection from Cesar Chavez School / Park to The Promenade / City Place
- Protected bike lane
- Site furnishings – seating, lighting
- Public art



PARK, RECREATION, OPEN SPACE PROJECT LIST

Master Planning

The following projects incorporate primarily passive uses in a rural or natural setting with extensive hiking, biking and pedestrian trails.

- Wildwood Canyon Park (600 Acres)
Robert C. Graves, Inc. / City of Burbank, CA.
- Sage Ranch (600 Acres)
Robert C. Graves, Inc. / Santa Monica Mountains Conservancy
- Mulholland Crest Park (383 Acres)
Robert C. Graves, Inc. / Santa Monica Mountains Conservancy
- California Citrus State Historic Park (500 Acres)
State of California / City of Riverside, CA.
- Temescal Gateway Park (75 Acres)
Robert C. Graves, Inc. / Santa Monica Mountains Conservancy

The following projects combine active and passive uses in an "urban edge" setting that interfaces with a riparian / Creek corridor. Extensive hiking, biking and pedestrian trails incorporated.

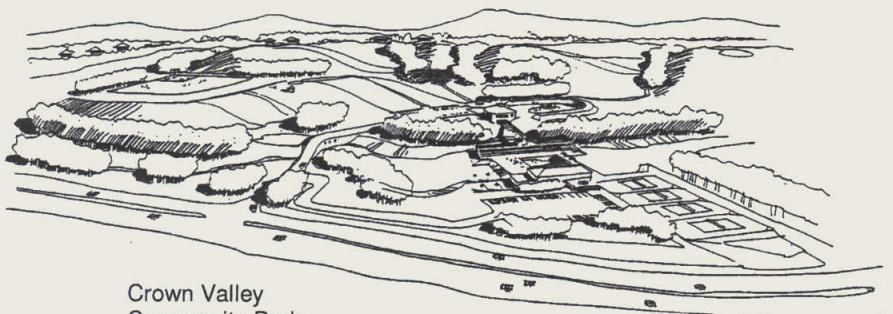
- Hanson Dam Regional Park
Robert C. Graves, Inc. / Santa Monica Mountains Conservancy
- Open Space Element of Cotati Highlands Master Planned Golf Course Community (220 Acres)
Young America Homes / City of Cotati, CA.
- Open Space Element of Southeast Area Specific Plan (80 Acres)
City of American Canyon, CA.
- Open Space Element of Lovers Lane Specific Plan (50 Acres)
Young America Homes / City of Ukiah, CA.
- Sespe Creek Park (6 Acres)
City of Fillmore, CA.

The following projects incorporate primarily active uses in an urban setting.

- Moreno Valley Ranch Parks System (9 Park Sites)
Warmington Homes / City of Moreno Valley, CA.
- Tri-City Community Athletic Park (40 Acres)
Coachella Valley Recreation and Park District
- Little Lake Park Renovation (20 Acres)
City of Santa Fe Springs, CA.
- Hurless • Barton Park Renovation (15 Acres) -
City of Yorba Linda, CA.
- Westside Park Feasibility Study (3 Acres)
City of Signal Hill, CA.
- Carlsberg Ranch Park (6.5 Acres)
Robert C. Graves, Inc. / C. T. Financial / City of Moorpark
- Southeast Park -
City of Signal Hill, CA.
- Calbrisas Park Programming
City of Signal Hill, CA.
- Seaside and 14th Street Park (6 Acres)
City of Long Beach, CA.
- SCE R.O.W. Parks (7 Acres)
City of Compton / Environ Architecture



Bird Sanctuary



Crown Valley Community Park



PARK, RECREATION, OPEN SPACE PROJECT LIST

Implementation

- California Citrus State Historic Park (Phase1 - 180 Acres)
State of California / City of Riverside
- Moreno Valley Ranch Park Sites (9 Park Sites Developed)
Warmington Homes / City of Moreno Valley, CA.
- Temescal Gateway Park (25 Acres)
Robert C. Graves, Inc. / Santa Monica Mountains Conservancy
- Victory Park Irrigation Renovation
City of Pasadena, CA.
- Heritage Park Renovation (15 Acres)
City of Santa Fe Springs, CA.
- Burroughs Multi-Purpose Athletic Field (3 Acres)
City of Signal Hill, CA.
- Casa Loma Gymnasium (5 Acres)
John Bates Associates / City of Yorba Linda, CA.
- Yorba Linda Community Center (5 Acres)
John Bates Associates / City of Yorba Linda, CA.
- Adventure Park (4 Acres)
City of Yorba Linda, CA.
- La Mirada Gymnasium (5 Acres)
John Bates Associates / City of La Mirada
- Palm Park Activity and Aquatic Center (2 Acres)
John Bates Associates / City of Whittier, CA.
- Wingate Park Playground Renovation
City of Covina, CA.
- Covina Park Group Picnic Shelter
City of Covina, CA.
- La Mirada Regional Park Playground Renovation
City of La Mirada / Los Angeles County
- Val Verde Park Pool Complex
Kelly Sutherlin McLeod Architecture Inc. / Los Angeles County
- Jesse Owens Park Playground Renovation
Angeles County
- Walnut Senior Center (2 Acres)
Walnut, CA.
- Riddle Field
City of Laguna Beach, CA.
- Adventure Island Children's Zoo
Los Angeles, CA.
- Alondra Park Playground Renovation
Los Angeles County
- La Dera Park Playground Renovation
Los Angeles County
- Panorama Promenade (3 Acres)
City of Signal Hill, CA.
- Signal Hill Park Renovation
City of Signal Hill, CA.
- Hilltop Park and Public Art (4 Acres)
City of Signal Hill, CA.
- Discovery Well Park (4 Acres)
City of Signal Hill, CA.
- Hilltop Trail and Open Space System (50 Acres)
City of Signal Hill, CA.
- Signal Hill Community Center Renovation
City of Signal Hill, CA.
- Point Vicente Interpretive Center Expansion (Whale Watching Site)
City of Rancho Palos Verdes, CA.
- Hesse Park Renovation
City of Rancho Palos Verdes, CA.
- Eastview Park Renovation
City of Rancho Palos Verdes, CA.
- Ladera Linda Playground Renovation
City of Rancho Palos Verdes, CA.
- East Village Arts Park
City of Long Beach, CA.
- El Dorado Park Group Picnic and Outdoor Stage Renovation
City of Long Beach, CA.
- Los Altos Plaza Park Renovation
City of Long Beach, CA.
- Charles H. Wilson Park Tennis Facility
City of Torrance, CA.
- Torrance Gymnasium
John Bates Associates / City of Torrance
- Maywood Gymnasium and Park Renovation
Los Angeles County / City of Maywood
- Walnut Gymnasium / Teen Center (5 Acres)
City of Walnut, CA.
- Daryle Black Memorial Park
City of Long Beach, CA.
- Calbrisas Park and Public Art (.5 Acres)
City of Signal Hill, CA.
- Seaside Park Phase One (2 Acres)
City of Long Beach, CA.

KEY STAFF IDENTIFICATION (SECTION 8.1)

Jon Cicchetti and **Tom Weir**, working together for over twenty years, form the creative nucleus of the firm. Combined they have over 70 years of experience.

- They have worked on numerous urban design projects in the public and private sector.
- They have worked on highly complicated projects with significant environmental constraints.
- They have worked on landscape design projects, which integrate sustainability features and public art elements.

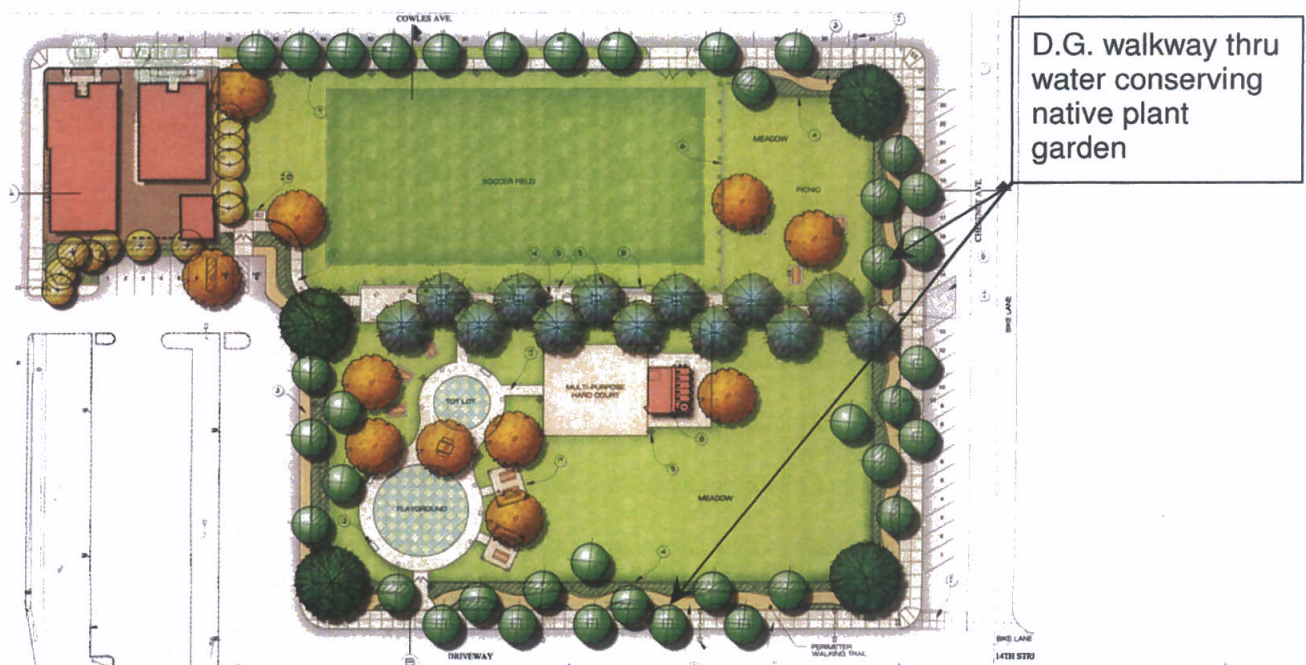
Jon Cicchetti / Principal – Project Manager / Design

Mr. Cicchetti has over thirty years of experience in streetscape, park planning and environmental design. His skills include site inventory and analysis, written documentation, concept development, public art, community participation workshops, agency coordination and construction administration. Mr. Cicchetti has extensive experience in leading multi-disciplinary teams through complicated, bureaucratic approvals.

Bachelor of Science, Landscape Architecture
California State Polytechnic University, Pomona, CA, 1978.

Some current work includes management and design for the following:

- West Gateway Streetscape and Public Art Improvements, Long Beach, CA.
- Promenade North Streetscape, Park and Public Art Improvements, Long Beach, CA.
- Seaside Park, Long Beach, CA.
- Sustainable Landscape Demonstration Garden, Signal Hill, CA.



Seaside Park, Long Beach, CA.

Tom Weir – Design

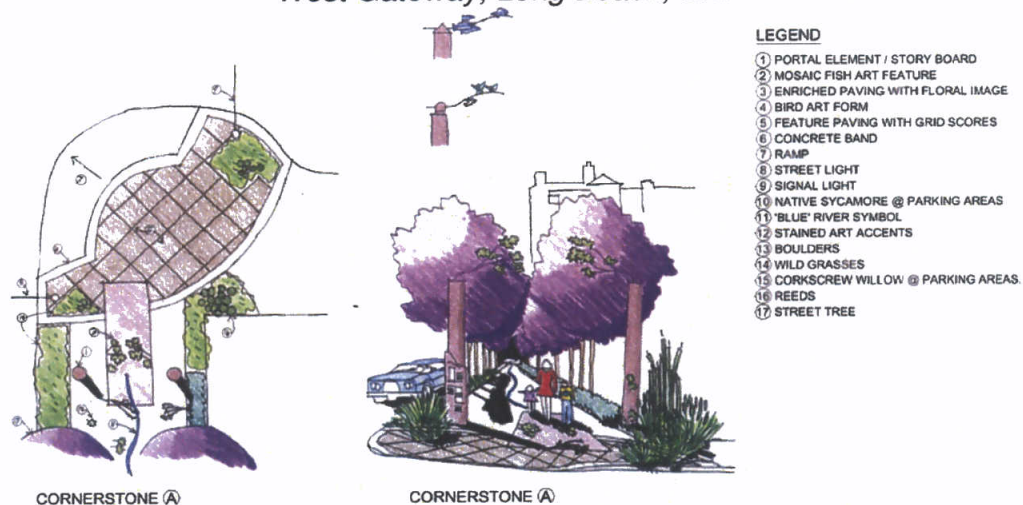
Mr. Weir has over forty years of experience in landscape architecture, site planning, master planning, and park design. While working on numerous public and private sector projects, over the years, he has gained a reputation for creative problem solving and outstanding graphic communication skills.

Bachelor of Science, Environmental Design
California State Polytechnic University, Pomona, CA 1971.

Some current work includes design for the following:

- Riverside Mall Renovation, Riverside, CA.
- Promenade North, Long Beach, CA.
- West Gateway, Long Beach, CA.

West Gateway, Long Beach, CA.



West Gateway, Long Beach, CA.

Mike McMillen – Construction Documents, Project Management Assistance

Mr. McMillen has over fifteen years of experience in landscape architecture. His skills include irrigation design, construction documents and construction administration support. Mr. McMillen has an excellent understanding of AutoCAD, plan packaging and city department coordination. He is well versed in sustainable water management systems.

Laurie Martz – Planting Design, Project Management Assistance

Ms. Martz has over thirty years of experience in landscape architecture. Her skills include design development, construction documents and construction administration. Ms. Martz has an excellent understanding of plant material. She is highly competent in sustainable planting design.

SUBCONSULTANT INFORMATION (SECTION 8.2)

Does this proposal include the use of subcontractors?

Yes X No _____

Initials JDC

Both Merit Civil Engineering and Ishii Engineers have worked on JDC/LA teams for numerous projects over the years including the parks listed below:

- Seaside Park
- Daryle Black Memorial Park
- Calbrisas Park
- Discovery Well Park
- Hilltop Park
- Panorama Promenade
- Riddle Field

Civil Engineering - Bob Merrel (Merit Civil Engineers) Key Contact

Electrical Engineering - Cliff Ishii (Ishii Engineers) Key Contact
- Incorporated in State of California
- Ten Employees
- Address: 5300 Orange Avenue, Suite 221
Cypress, California 90630
- Phone: (714) 236-0492
- Firm Established in 1962

FIRM'S BACKGROUND, EXPERIENCE, AND QUALIFICATIONS

Merit Civil Engineering (Merit) was formed in 1992 specifically to provide public works design engineering services for local public agencies. Our goals are to match seasoned municipal experience with quality design personnel working within the small office atmosphere and to provide a highly professional yet economical service to our clients. Merit is an S-corporation owned by two equal participating principals/shareholders. The firm's principals have extensive municipal service backgrounds and a thorough understanding of local government issues and procedures.

Merit has a single office located in the City of Garden Grove and currently employs five individuals, two of which are civil engineers licensed in the State of California. One also is a licensed surveyor. All work will be furnished from this office.

With our focus on municipal design, our public works experience includes street rehabilitation and reconstruction, street widening, storm water design, sewer design, park design, site grading and construction administration/management. We have long-standing relationships with a number of qualified sub consultants to supplement our project teams for other tasks typically required for public works projects.

Merit is known for a high level of performance and service, which is maintained by involving the principals in every project. Merit takes pride in the quality of service and product provided and is focused on meeting established schedules and budgets.

Project Management

Merit's approach to project management is one of assuming full responsibility for quality, schedule adherence and cost control of the project, thus assuring the client gets the full attention of our Project Team throughout its duration.

Robert Merrell, P.E. will lead the Merit Team as Project Manager. As Project Manager, he will be responsible for the day-to-day direction for the project development activities, prepare monthly progress reports, and will be the primary point of contact.

Professional and technical personnel will be selected for this contract by the Project Manager based on their specific qualifications and expertise tailored to the various projects assigned by the City. The Merit project team is known for their responsiveness and pro-active approach to problem solving and creative methods of resolution in a cost-effective, efficient manner.

Quality Control

Merit's quality control program is a straight forward plan which is in effect for all of our projects. The plan includes measures to independently check and back check plans and calculations, routes correspondence to those involved on the particular projects and then places the information into the project file. The program also has a means to resolve issues in that all entities are subject to the direct input and control of our project manager.

Our quality control program extends beyond the engineering products provided by Merit Civil Engineering and extends to our sub consultants as well. Through team meetings, we will monitor the progress of the products being prepared by the sub consultants on a regular basis to verify milestone submittals are on schedule. If we sense a potential issue with holding the schedule, we will immediately meet with that task manager to determine what actions are needed to rectify the issue.

As part of our review, we will meet with the various task managers to review our findings and discuss what, if any, revisions should be made to the various plans prior to submitting plan sets to the Client for review.

Project Managers Background and Experience

The basis of our management approach rests on Merit's experience with public works projects such as street rehabilitation, reconstruction, and widening and the quality of the key personnel assigned. The approach is driven by our "hands-on" Project Manager, who will monitor the progress of not only Merit Civil Engineering, but the rest of the project team members as well. **The Project Manager assigned to this contract is Mr. Robert Merrell, P.E.** He will work directly with the assigned staff members to ensure that adequate resources are devoted to the project and that assignments are being properly completed on schedule. All sub consultants are managed as an extension of our staff, and will follow the same quality control procedures. Merit is known for their responsiveness and pro-active approach to problem solving and creative methods of resolution in a cost-effective, efficient manner.

CONTACT INFORMATION

Proposer: Merit Civil Engineering, Inc.
Project Manager: Robert Merrell, P.E.
Office Location: Garden Grove, CA
Address: 12391 Lewis Street, Suite 201
Garden Grove, CA 92840
Phone: (714) 748-0531 x-221
Fax: (714) 748-0681
e-mail: bob.merrell@meritce.com

Company Background

Merit Civil Engineering has worked extensively with Jon Cicchetti over the past ten years either as a subconsultant to one another or working separately for Cities on common projects. A good example of working cooperatively on the same project for a client is the Point Vicente Interpretive Center for the City of Rancho Palos Verdes. That project involved the complete renovation of the community center with new buildings, landscaping and parking facilities.

We have completed several local parks together and have established a very efficient working relationship. Most recently, Jon and his staff completed the landscape renovations for the entire Los Angeles Air Force Base in support of the civil oriented construction designed by Merit.

Our work together in the past and the extensive experience possessed by each firm in their individual areas of expertise will supply the City of Long Beach with an efficient team to complete any of the services anticipated over the course of the on-call period.

ROBERT MERRELL, P.E.
Principal / Project Manager**EDUCATION**

B.S., 1974, Civil Engineering, California State University, Long Beach

PROFESSIONAL DATA

Registered Civil Engineer, State of California (#28100, 1976)

EXPERIENCE OVERVIEW

Extensive background in project design and construction management developed over 30 years working in public works engineering. Specific areas of expertise include freeway improvements, railroad grade separations, storm drain facilities, regional channel improvements, large dams, major arterial and collector street widening and bridge projects.

The following list includes examples of pertinent projects completed by Mr. Merrell within the past 5 years. Each of these projects was completed under his direct supervision.

REPRESENTATIVE PROJECTS

- **Los Angeles Unified School District (LAUSD) Byrd High School Conversion**, Sun Valley. Project Manager for the design development and construction document phases of the Byrd High School conversion. The Byrd High School reconfiguration was completed to accommodate several construction phases. Plans were completed for three separate and distinct bidding packages. An on-going coordination effort with the various design team members was required to bring each construction phase of the reconfiguration project together within budget and on schedule. The 100% CD phases of the project were recently completed and are scheduled for DSA review later this month.
- **Los Angeles Unified School District (LAUSD) Bellingham Elementary School Expansion**, North Hollywood. Project Manager for the design development and construction document phases of the school expansion. The project is currently nearing completion of the design development phase.
- **Seaside Park**, Long Beach. New installation for the City of Long Beach that included conversion of a blighted into a community park with playing fields, new restroom facilities, added parking and drainage improvements.
- **Hemet Family Care Clinic**, Hemet. Development of vacant land owned by the County of Riverside included a new medical building specifically designed to accommodate the medical needs of the community. The overall development of the site also required reconfiguration of the County's vehicle fleet maintenance facility with shared access points and drainage control.
- **Virginia Park Storm Drain Improvements**, City of Laguna Beach. The project consisted of design and preparation of plans, specifications and estimates for the installation of over 1,000 feet of storm drain in very steep terrain. Besides the terrain, other constraints for the project were the close proximity to many utilities and an alignment through private property. Completed the hydrology/hydraulic study, managed the preparation of storm drain improvement plans and conducted the construction management and inspection for the project.

Ishii Engineering

MECHANICAL & ELECTRICAL ENGINEERS

5300 Orange Avenue Suite 221

Cypress, California 90630

Phone (714) 236-0492 Fax (714) 236-0496

WILLIAM CLIFFORD ISHII, P.E., F. NSPE

The principal in charge of this project would be William Clifford Ishii, P.E., D.M. CSPE, F. NSPE. Cliff Ishii has over 30 years experience in the field of consultant engineering. Cliff is licensed in California in both mechanical and electrical engineering. He has experience in both design and construct. He is familiar with meeting the standards and codes of the State of California as well as many public agencies. Cliff Ishii was honored as one of 11 lighting designers awarded the Edward Guth International Lighting Design Award in 1987. In the spring of 2001, Cliff was nominated and designated as a fellow in the National Society of Professional Engineers. He previously served as chair of the State of California Professional Engineers and Land Surveyors Electrical Technical Advisory Board. In February, 2007, Cliff was named Citizen of the Year for the City of La Palma by the Cypress College Foundation for his contributions to the community and service at large. In the fall of 2009, the California Society of Professional Engineers bestowed the title of Distinguished Member upon Cliff Ishii.

Professional Registration

Mechanical Engineer	State of California	1981
Electrical Engineer	State of California	1984
Mechanical Engineer	State of Arizona	1983
Mechanical Engineer	State of Washington	1983
Mechanical Engineer	State of Oregon	1985
Electrical Engineer	State of Oregon	1985
Professional Engineer	State of North Carolina	1996
Professional Engineer	State of Texas	1997
Professional Engineer	State of Georgia	1999
Professional Engineer	State of Maryland	1999
Professional E/M Engineer	State of Hawaii	2000
Professional Engineer	State of Colorado	2001
Professional Engineer	State of Alaska	2002

WILLIAM CLIFFORD ISHII, P.E., F. NSPE

Education

University of Southern California
Bachelor of Science Chemistry 1973
Master Degree Public Administration 1976

Professional Affiliations

National Society of Professional Engineers (NSPE)
Fellow 2001
Past Vice President of Western Region

California Society of Professional Engineers (CSPE)

Distinguished Member
Past State President
Past State Vice-President
Past State 1st Vice-President
Past Regional Vice-President, State
Past President, Long Beach Chapter
Current State Southern Region MathCounts Chair
Current State Chair of MathCounts (National Junior High Math Competition)
Current President of CSPE Education Foundation (CSPEEF)

Former Chair of Electrical Technical Advisory Board,
The State of California Professional Engineers & Land Surveyors

National Council of Engineering Examiners (NCEES)

American Society of Heating, Refrigeration and Air Conditioning Engineers

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Cypress, California 90630
Phone (714) 236-0492 Fax (714) 236-0496

HISTORY AND QUALIFICATION

In 1971, William R. Ishii, P.E. established William R. Ishii and Associates, Inc. In 1977, William Clifford Ishii, P.E. joined Ishii and Associates, thus, creating a second generation firm. With Bill and Cliff Ishii obtaining professional engineering licensure in both the electrical and mechanical disciplines in the State of California, Ishii and Associates was a full service mechanical and electrical engineering firm. In 1992, Ishii and Associates evolved into "Ishii Engineering" to better identify the mission of the company and fully transition to a second generation of the family.

Guthrie and Associates Inc. was established in 1975 by Dean Guthrie. The goal of this firm was to provide engineering services for air-conditioning and plumbing systems for the commercial building industry. Dean Guthrie introduced the use of the state of the art equipment and software thereby creating one of the most modern engineering offices in his field.

In July, 2001, Ishii Engineering and Guthrie and Associates Inc. merged to form a new company, Guthrie Ishii Engineers Inc. with Dean Guthrie moving into the Ishii Engineering office in Cypress, CA. In July, 2002, Bill Ishii re-joined the staff, bringing his many years of experience and talent back into the fold. As of January 1, 2004, Guthrie Ishii Engineers Inc. has reverted back to Ishii Engineering due to Dean Guthrie's move back to Torrance. We have resumed using the Ishii Engineering name.

The firm has designed over 7,000 projects ranging from retail centers and shops, industrial buildings, hospitals and medical facilities, schools and other educational facilities, community and recreational centers and parks, hotels and residential facilities, and street and parking lot lighting.

Priorities at Ishii Engineering can be stated simply: To give the client the best possible solution within budget and on time. Using the most current technology, we give equal consideration to budget, time, and quality. As licensed engineers, we take very seriously our responsibility to provide for the public health and safety as well as to understand our client needs and to produce projects which reflect this understanding.

ISHII ENGINEERING
Mechanical & Electrical Engineers

PARKS, PARKING & STREETScape PROJECTS

PROJECT

CLIENT

Staples Arena Parking Lot

Korve Engineers

California State University Long Beach
Lots 6, 9, 12, 13, 16, 18

Roy Kato Landscape Architects

Shrine Auditorium Exterior Lighting
& Parking Lot

Takata Associates

LANI
(Los Angeles Neighborhood Initiative)
Street Lighting Phase I and II
Boyle Heights, Highland Park,
Jefferson Corridor, Leimert Park,
NOHO Art District, Sun Valley,
Vermont Square, Virgil Village

City of Los Angeles

Watts Cultural Crescent

Takata Associates

Park for White School

Takata Associates

Canoga Park Pedestrian Lighting
Phases I, II, III

Takata Associates

Chatsworth Bus Stop

Takata Associates

City of Long Beach Facade Improvement
Atlantic Avenue

Kelly Sutherlin McLeod

City of Long Beach
Fourth Street Facade Improvement

MCG Associates

6th & Mesa Parking

Takata Associates

Leimert Parking Lot 625, 626

Takata Associates

Canoga Parking Lot/Remmet

Takata Associates

PARKING & STREETScape PROJECTS – CONTINUE

Crenshaw Parking Lot	Ray Brown AIA
Venice Parking Lot #701	Takata Associates
Fontana - Cypress Park	Takata Associates
Bellflower Streetscape	Takata Associates
Washington Blvd. Streetscape	Takata Associates
Dexter Park	Takata Associates
Little Tokyo Phase II	Los Angeles CRA
YMCA - Hudson Avenue	Los Angeles CRA
CRA Parking Lot	Los Angeles CRA
Doolittle Parking Lot	Los Angeles CRA
Department of Water & Power Lincoln Heights	Leo A. Daly
Salvation Army Street Lighting	HRC Consultants Inc.
Rolling Hills Parking	Hidalgo/Hidalgo Architects
Salvation Army Perris Facility	HRC Consultants Inc.
Long Beach School District Maintenance Yard	Long Beach Unified School District
Commerce City Library	Group K-3
City of Downey Multimodal Concourse	City of Downey
City of Signal Hill - Hill Top Trails	Jon Cicchetti Architect
City of Signal Hill - Westside Park	Jon Cicchetti Architect
City of Long Beach Daryle Black Memorial Park	Jon Cicchetti Architect

PARKING & STREETScape PROJECTS – CONTINUE

City of Hope Pediatric Terrace	The Neiman Group
Long Beach Main Library Roof Park	Jon Cicchetti Architect
Seaside Park Phase I	Jon Cicchetti Architect
City of Beverly Hills Coldwater Canyon Park	Takata Associates
City of Lomita City Hall Landscape	Kobata Associates
City of Los Angeles –Barnsdall – Hollywood/Vermont Median Island	Patricia Smith Architect
City of Long Beach Parking Lots – 5564 Atlantic Avenue 5648 Atlantic Avenue 5722 Linden Avenue	Patricia Smith Architect
City of Long Beach – Pedestrian Paseo 5368 Long Beach Blvd.	Patricia Smith Architect
City of Los Angeles – Alvarado Street Lighting	Studio 111
City of Downey – Treasure Island Park Lighting	City of Downey
City of Downey – Independence Park Walkway Lighting	City of Downey
City of Downey – North Police Parking Lot Lighting Upgrade	City of Downey
Alvarado Street Lighting (City of Los Angeles)	Studio 111
Median Island Spring & Main Streets (City of Los Angeles)	Land Images
Lomita City Hall Landscape Renovation	Kobata Architect

Ishii Engineering

ELECTRICAL & MECHANICAL ENGINEERS

5300 Orange Avenue Suite 221

Cypress, California 90630

Phone 714 236-0492 Fax 714 236-0496

HIGHLIGHTS OF RECENT PROJECTS

1. House of Blues

Ishii Engineering served as the electrical and mechanical engineer and/or consultant for the House of Blues. In the fall of 1997, House of Blues ushered in a new era of dining entertainment for Disney World, Orlando, Florida with the opening of the House of Blues in downtown Disney. This particular blues theme facility, designed to look like an old moonshiner's eating place, opened with a restaurant (for 600) and a separate concert facility (for 3,000). In March, 1999, the House of Blues introduced Las Vegas to a new type of entertainment venue with the much celebrated opening of their restaurant/concert hall in the elegant new Mandalay Bay resort. This elaborate style juke joint includes their main facilities on the first two floors and private conference and dining rooms on the 43rd (top) floor of the hotel.

2. Street Lighting & LANI (Los Angeles Neighborhood Initiative) Phase I and II

Under the direction of the City of Los Angeles, we were the electrical engineer for this multi-project, multi-phase project which included 7 sites in phase I, 5 sites in phase II, and additional work in phase II. We engineered designs in conjunction with various architectural teams to provide street lighting to retain the flavor of historically significant Los Angeles neighborhoods. This work included coordination with the Los Angeles Bureau of Street Lighting, Department of Water and Power, and community groups. We have continued to work on various street lighting and parking lot lighting projects in the City and County of Los Angeles due to our familiarity with the requirements and the process of working with the various street lighting agencies.

3. Retail Centers

Ishii Engineering has been providing electrical, plumbing, and mechanical engineering designs for numerous retail centers and stores in Northern and Southern California, Oregon, Washington, Colorado, Idaho, and Arizona. Designs were engineered for new retail centers such as the Plaza Mexico, Chino Spectrum, Day Creek Village, Westridge Village, and Imperial Marketplace. Retail stores such as Starbucks, Quiznos (approximately 150 stores), Ann Taylor Loft, Bed Bath & Beyond, Pier 1, Cost Plus, Petco, Blockbuster, Staples Office Supply, Lucy's Laundry Mart, and Grocery Outlet are a sampling of the retail projects that have been designed in communities ranging from various San Diego, Palm Springs, and Los Angeles locations in the south to several northern California locations in San Francisco and communities up to the California/Oregon border. Other retail design projects in the last 5 years have included projects in Washington, Oregon, Nevada, Arizona, Minnesota, and Colorado. Our firm has provided engineering services for new construction and renovations for major supermarkets in the Western United States. These include Safeway, Ralph's, and Gigante.

4. **Crown Cove, Corona Del Mar, California**

New construction of a luxury senior citizen residential complex, nestled in a canyon on Pacific Coast Highway, was completed for Bircher Senior Properties in March, 1999. This project included the state of the art safety features and comfort measures for affluent assisted senior living and enjoyment. The project scope encompassed electrical, mechanical and plumbing design. In June, 1999, Crown Cove was awarded a "Golden Nugget" by the Pacific Coast Builders for Best Seniors Housing Assisted Living.

5. **Medical and Hospital Facilities**

During the course of the company's many years in business, medical work has been a significant portion of engineering design for hospitals and medical offices. Our experience has provided the knowledge and familiarity of the state criteria for hospital facilities including specialty needs of MRI rooms, operating rooms, isolation rooms, etc. Kindred Healthcare in Louisville, Kentucky has asked their California architects to use our firm for engineering design of their California medical facilities renovations. We are currently on some of the design teams for ongoing projects at the City of Hope in Duarte, California. Our medical office work includes general medical offices; however, we have engineered several outpatient surgery centers due to our knowledge of criteria required for such facilities. Our firm has previously completed a variety of over 100 projects at UCLA and UCLA Medical Center for both campuses ranging from patient areas in the medical center to a campus theatre.

6. **Staples Arena Parking Lot, Los Angeles, California**

Our firm finished electrical designs for the new Staples sports arena parking lots in downtown Los Angeles in time for the gala New Year's Eve celebration to welcome in the year 2000 and to open LA's newest sporting venue. Our firm utilized its extensive experience base with exterior lighting having designed numerous parking lot lighting and street and exterior storefront lighting.

7. **The Clubhouse Restaurant, Costa Mesa, California**

Our firm was hired to coordinate and re-design the interior and exterior lighting for this restaurant chain's first venue in California at South Coast Plaza. With the golf theme and country club atmosphere, our firm was offered the challenge to emphasize the luxury qualities of country club dining while maintaining the air of accessibility to the general public. Our re-design for interior lighting met the specialized needs to showcase the ambiance of the restaurant while reducing the lighting budget by 60% and maintaining the state of the art controls. Our goal in the re-design of the restaurant's exterior lighting was to distinguish its location in this shopping center that is often referred to as the "Rodeo Drive of the South". The design objective was to bring sophistication, intimacy, and appeal without a bright neon type of focus. Our previous experience with lighting design provided the expertise to meet the needs for restaurant dining and store front appeal in the competitive field of theme restaurants.

8. **Hotels – Marriott Hotels, Hawthorn Suites, Misc. Hotels**

Our firm has provided MEP services for individual Marriott hotels in their remodeling and updating hotel common areas, cafes, ballrooms, and meeting rooms. We provided new construction full service MEP design for Hawthorn Suites in Manhattan Beach and Redlands, CA. Currently under construction is the complete renovation of the historic Padre Hotel in Bakersfield, CA with our firm providing MEP designs for a boutique hotel with contemporary design and state of the art design elements.

9. **Good Shepherd Home for Homeless Women, Los Angeles, California**
In May 1998, we completed MEP design for the refurbishment of a historical home and the new construction of a 4 story all steel apartment type of temporary home/shelter that is run by the Catholic Charities in downtown Los Angeles. The new shelter has been identified as the first multi-story, load bearing light gauge steel frame structure built in the City of Los Angeles and was the cover story for the May, 1999 issue of Design/Build Magazine.
10. **L.A. Colorado Terrace Senior Housing Complex, Los Angeles, California**
In 2008, the construction was completed for this multi-use, multi-family senior housing project of approximately 80 units plus retail spaces in downtown Los Angeles. The unique feature of this project is the rainwater collection system with rainwater being collected, sanitized, and stored in a holding tank for use in the toilet system. This system has never been designed or constructed in Los Angeles. This design will lessen the impact of rainwater on the storm drain system and conserve potable water.
11. **Automotive Facilities – Honda and Toyota**
In 2005, our firm saw the completion and start up of the Hino Motors (Toyota) production plant in Ontario, California. Our firm engineered the designed for the mechanical, electrical, and plumbing needs for the manufacturing portion and offices as well. Previously, our firm engineered Toyota's Fremont, California facility. In 2005, our firm provided design services for the Santa Clarita, California based Honda racing engine test facility, meeting technical criteria set forth by Honda. We have also engineered some remodeling of spaces at the American Honda facility in Torrance, California.
12. **Plaza Mexico, Lynwood, California**
Beginning in 1999 and finishing in mid-2005, our firm provided mechanical, electrical, and plumbing engineering designs for the City of Lynwood's re-development project that spanned 1 city block located next to the 105 Freeway. During this 6 year span, Plaza Mexico required our engineers to address renovations of some existing buildings and to address new construction of buildings while keeping in mind the ethnic theme and needs reflected by the community. We provided shell engineering and also did tenant improvement projects for various retail shops and restaurants moving into the center.
13. **Golden Gourmet Mushroom Farm, San Marcos, CA**
Full crop production in this San Diego County 250,000 SF, 2 story facility with 25 growing rooms began in mid-2009. Our firm engineered the facility and coordinated with designers and specialists to meet the unique needs of the precise criteria to propagate various exotic mushrooms in an indoor, automated facility for Hokto Corporation's first United States farm. Hokto Corporation is the largest mushroom grower in Japan and has developed the technology to re-create the environment to grow such exotic mushrooms as the hen of the woods, king trumpets, and shimejis. The facility was featured in the August, 2009 publication of San Diego Gas & Electric for earning approximately \$500,000 in energy incentives due to engineering design elements incorporated in the building. The Los Angeles Times newspaper featured Golden Gourmet in an October 1, 2008 article about the unique features of the growing rooms.

CLIENT REFERENCES (SECTION 8.3)

Kathy Sorensen (1991 to present)
Community Services Director
City of Signal Hill
(562) 989-7320

Charley Honeycutt (1991 to present)
Deputy City Manager
City of Signal Hill
(562) 989-7356

- Provided master planning, community interfacing, implementation and public art services for eight park projects including the Hilltop Open Space Network.

Carl Morgan (2004 to present)
Downtown Project Manager
Redevelopment Agency
City of Long Beach
(562) 570-7738

Barbi Clark (2004 to present)
Development Project Manager
Redevelopment Agency
City of Long Beach
(562) 570-6710

Amy Bodek
Executive Director
Redevelopment Agency
City of Long Beach
(562) 570-6479

Rebecca Wood (1991 to present)
Development Project Manager
Redevelopment Agency
City of Long Beach
(562) 570-6071

- Provided urban design and stakeholder workshops, outreach coordination and presentations for several downtown Long Beach projects such as Promenade North, including Promenade Square pocket park, and West Gateway streetscapes.

Sandra Gonzalez (1990 to present)
Manager, Planning and Development Bureau
City of Long Beach
Park, Recreation and Marine
(562) 570-5479

Anna Mendiola (1997 to present)
Park Development Officer
City of Long Beach
Park, Recreation and Marine
(562) 570-3165

- Provided design, community meetings, stakeholder workshops and implementation services for ten park and streetscape projects including East Village Arts Park, Los Altos Streetscape and public art, Seaside Park, and Washington School Area Open Space Master Plan.

EXHIBIT “B”

Rates or Charges

JON DAVID CICCHETTI
LANDSCAPE ARCHITECTS + PLANNERS
2760 E. SPRING STREET, SUITE 110
LONG BEACH, CA. 90806
PH. (562) 989-1880 FAX (562) 989-1870

BILLING RATE SCHEDULE (SECTION 9)

JDC/LA

Principal	\$ 140.00 / Hr.
Planner	120.00 / Hr.
Landscape Architect	120.00 / Hr.
Senior Staff	100.00 / Hr.
Draftsperson	80.00 / Hr.
Clerical	60.00 / Hr.

MERIT ENGINEERING (CIVIL)

Principal	170.00 / Hr.
Engineer	160.00 / Hr.
Associate	138.00 / Hr.
Assistant	122.00 / Hr.
Drafter	106.00 / Hr.
Administration	76.00 / Hr.

ISHII ENGINEERS, Inc. (ELECTRICAL)

Principal	150.00 / Hr.
Professional Engineer	100.00 / Hr.
Senior Designer	90.00 / Hr.
Project Manager	85.00 / Hr.
Junior Designer	75.00 / Hr.
Drafter	65.00 / Hr.
Clerk	40.00 / Hr.

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: Jon David Cicchetti Federal Tax ID No. _____
Address: 2760 _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

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.)

EQUAL BENEFITS ORDINANCE DISCLOSURE

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

The EBO is applicable to the following employers:

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

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

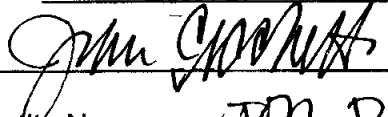
The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

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

Compliance with the EBO

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

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

Printed Name: Jon David Cicchetti Title: Principal
Signature:  Date: 2-28-11
Business Entity Name: JON D. CICCETTI LANDSCAPE ARCHITECTS

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 28 day of February 2011, at _____

Name Jon David Cicchetti

Signature 

Title Principal

Federal Tax ID No. 