

1 hours and provided that milestones for performance, if any, are met.

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

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

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

22 2. TERM. The term of this Agreement shall commence at midnight on
23 January 1, 2012, and shall terminate at 11:59 p.m. on December 31, 2012, unless sooner
24 terminated as provided in this Agreement, or unless the services or the Project is
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

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

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

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

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

24 5. INSURANCE.

25 A. As a condition precedent to the effectiveness of this
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
27 duration of this Agreement, from insurance companies that are admitted to write
28 insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to
2 Section 1763 of the California Insurance Code and that have ratings of or
3 equivalent to A:VIII by A.M. Best Company the following insurance:

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

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

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

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

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

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

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

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

25 F. Prior to the start of performance, Consultant shall deliver to
26 City certificates of insurance and the endorsements for approval as to sufficiency
27 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of
28 the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete
2 certified copies of all policies of Consultant and Consultant's subconsultants and
3 contractors, at any time. Consultant shall make available to City's Risk Manager
4 or designee all books, records and other information relating to this insurance,
5 during normal business hours.

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

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

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to City for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of City, except that Consultant may with the prior approval of the City Manager
23 of City, assign any moneys due or to become due the Consultant under this Agreement.
24 Any attempted assignment or delegation shall be void, and any assignee or delegate
25 shall acquire no right or interest by reason of an attempted assignment or delegation.
26 Furthermore, Consultant shall not subcontract any portion of its performance without the
27 prior approval of the City Manager or designee, or substitute an approved subconsultant
28 or contractor without approval prior to the substitution. Nothing stated in this Section

1 shall prevent Consultant from employing as many employees as Consultant deems
2 necessary for performance of this Agreement.

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

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

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

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

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

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

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

21 13. ADDITIONAL COSTS AND REDESIGN.

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

28 B. If the Project involves construction and the scope of work

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

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

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

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

20 17. INDEMNITY.

21 A. Consultant shall indemnify, protect and hold harmless City, its
22 Boards, Commissions, and their officials, employees and agents ("Indemnified
23 Parties"), from and against any and all liability, claims, demands, damage, loss,
24 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
25 costs and expenses, including attorneys' fees, court costs, expert and witness
26 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
27 whole or in part, out of or in connection with (1) Consultant's breach or failure to
28 comply with any of its obligations contained in this Agreement, or (2) negligent or

1 willful acts, errors, omissions or misrepresentations committed by Consultant, its
2 officers, employees, agents, subcontractors, or anyone under Consultant's control,
3 in the performance of work or services under this Agreement (collectively "Claims"
4 or individually "Claim").

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

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

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

26 E. The provisions of this Section shall survive the expiration or
27 termination of this Agreement.

28 18. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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

5 20. NONDISCRIMINATION.

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

16 B. It is the policy of City to encourage the participation of
17 Disadvantaged, Minority and Women-owned Business Enterprises in City's
18 procurement process, and Consultant agrees to use its best efforts to carry out
19 this policy in its use of subconsultants and contractors to the fullest extent
20 consistent with the efficient performance of this Agreement. Consultant may rely
21 on written representations by subconsultants and contractors regarding their
22 status. Consultant shall report to City in May and in December or, in the case of
23 short-term agreements, prior to invoicing for final payment, the names of all
24 subconsultants and contractors hired by Consultant for this Project and information
25 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
26 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
27 637).

28 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

1 accordance with the provisions of the Ordinance, this Agreement is subject to the
2 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
3 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

28 22. NOTICES. Any notice or approval required by this Agreement shall

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

8 23. COPYRIGHTS AND PATENT RIGHTS.

9 A. Consultant shall place the following copyright protection on all
10 Data: © City of Long Beach, California ____, inserting the appropriate year.

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

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

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

1 commission, or other monies.

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

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

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

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

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


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

28 ///

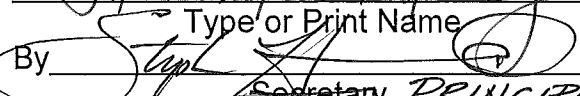
1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 WALLACE ROBERTS & TODD, LLC, a
4 Pennsylvania limited liability company

5 06-22, 2012

By 
6 President PRINCIPAL
7 Type or Print Name


8 06-22, 2012

By 
9 Secretary PRINCIPAL
10 Type or Print Name

11 "Consultant"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 9.6, 2012

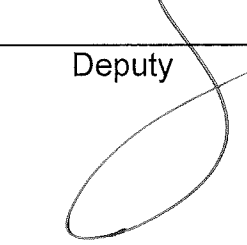
By  Assistant City Manager
15 City Manager

16 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

17 This Agreement is approved as to form on 7/25,
18 2012.

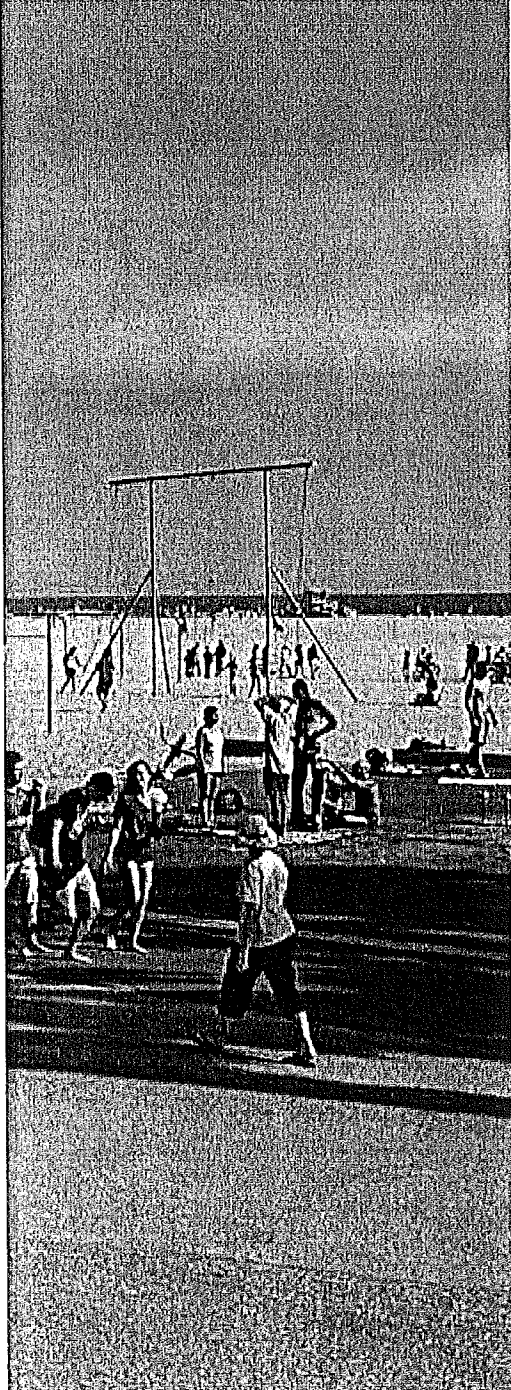
19 ROBERT E. SHANNON, City Attorney

By 
20 Deputy

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

EXHIBIT “A”

Scope of Work



WALLACE ROBERTS & TODD, LLC (WRT)
PROJECT MANAGEMENT | PLANNING | URBAN DESIGN

COMPANY OWNERSHIP

Corporation (Delaware, 1963)

COMPANY OFFICES

San Francisco / Philadelphia / Miami / Dallas / Lake Placid

OFFICE SERVICING CALIFORNIA ACCOUNTS

San Francisco

NUMBER OF EMPLOYEES

Local (San Francisco) - 10 / National - 92

**LOCATION FROM WHICH EMPLOYEES
WILL BE ASSIGNED**

San Francisco

POINT OF CONTACT

Stephen D. Hammond / Principal
WRT | Wallace Roberts & Todd, LLC
444 Townsend Street, Suite 4
San Francisco, CA 94107
T 415.575.4722
D 415.229.2802
E shammond@WRTdesign.com

**LENGTH OF TIME PROVIDING SERVICES SIMILAR
TO THOSE DESCRIBED IN THIS RFP.**

49 years / Brief description: Please see next page (Company Background / History).



Richmond Civic Center, | Richmond, CA

2011 National Planning Excellence Award for a Planning Firm,

AMERICAN PLANNING ASSOCIATION

*...in recognition of a firm that has produced a
body of distinguished work that influences the
professional practice of planning...*

COMPANY BACKGROUND / HISTORY

The City of Long Beach has been engaged in a variety of comprehensive and neighborhood-specific planning efforts in the past several years that have touched on a host of themes, and set the table for more specific planning studies to be developed and executed. WRT is well-matched to provide the City and its agencies with the combination of planning expertise and local knowledge to deliver clear, contextual, and implementable solutions to the precise needs of the City and its communities.

WRT FIRM BACKGROUND

WRT is an interdisciplinary design and planning practice renowned for its innovative ideas, its excellence in design, and its dual commitment to urbanism and environmentalism. The firm's work helps cities to improve quality of life, encourage timely development, and conserve open space at the urban fringe. Developing and implementing strategies to repair and revitalize existing neighborhoods and districts is a key focus of our work.

We believe in a holistic and integrated approach to city-building, and our practice is recognized for its collaborative cross-disciplinary approach that employs planning, urban design, architecture and landscape architecture to make vibrant, memorable, and environmentally responsive places.

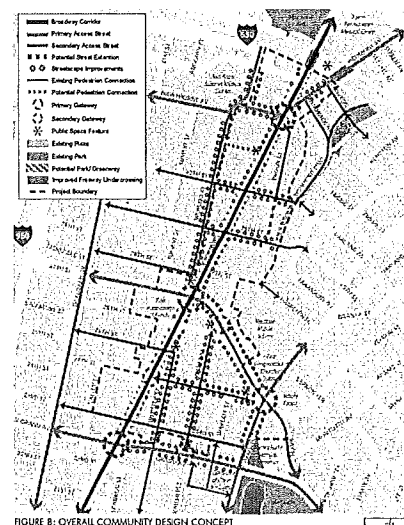
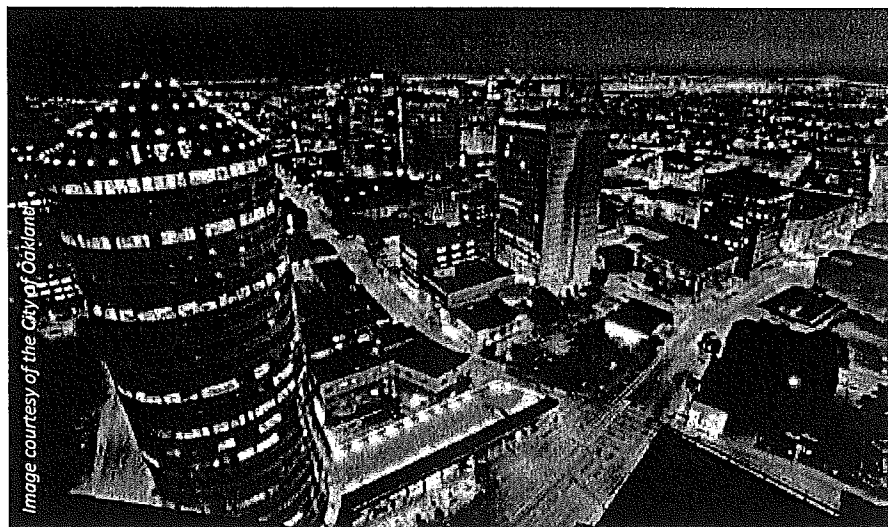
Over the firm's nearly 50-year history, we have completed a wide range of projects, including comprehensive plans, specific plans, redevelopment/revitalization plans, urban design plans, design guidelines, as well as the detailed design of individual buildings, public spaces, streetscapes and corridors. WRT has assisted public agencies and private development groups in dozens of communities, both large and small, in improving the image, experience, and vitality of their urban settings. With a staff of over 100 professionals and five offices nationwide, WRT offers the service of a local firm, strengthened by a range of national resources and specialized staff to solve the most complex problems.

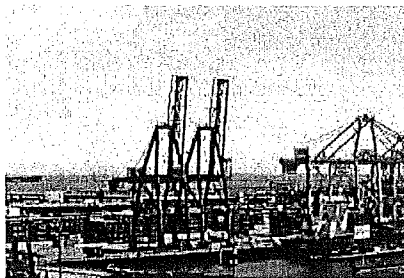
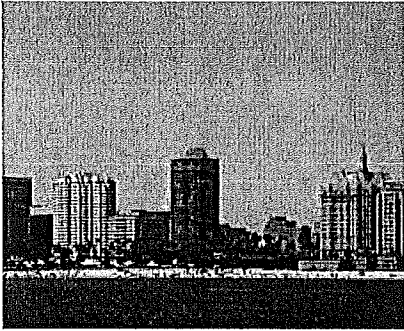
WRT IN CALIFORNIA

Specifically, WRT's California experience has focused largely on strategies for existing cities, including identification of urban design, infill and streetscape solutions in densely populated cities, and in creating open space opportunities for ecological, recreational, and socio-cultural benefit within them. WRT's California practice has included planning, urban design, and landscape architecture projects throughout Northern, Central, and Southern California, managed from our offices in San Francisco and San Diego. This has given our staff expertise in California land use and environmental policy, processes, and contextual framework.

Currently, WRT's San Francisco office is working on projects throughout the state that are similar to those specified as potential needs of the City of Long Beach, including form-based design guidelines, specific plans, and peer reviews. The Planning group is currently writing the Urban Design Element of the Community Plan Update for the City of San Diego's Uptown neighborhood. This effort includes urban design recommendations particularly tailored to the iconic, historically rich, and culturally diverse district adjacent to Downtown San Diego. Also in San Diego County, WRT recently completed the San Marcos Creek Specific Plan, which will create mixed-use and residential development along a creek corridor. Following the adoption of the Plan, WRT continues to be engaged in reviewing the proposed developments for consistency with the plan's vision. These projects mirror existing conditions, character, and needs that are similar to Long Beach's setting in Southern California. Other specific plans and design guidelines that are included in WRT's portfolio of recent and ongoing work are the Brisbane Baylands Specific Plan, the North Richmond Specific Plan, and Sacramento's Central City Urban Design Guidelines, which won a 2010 Honor Award for Best Practices from the American Planning Association. These projects demonstrate the firm's "best practices" in designing for strategic growth and precise planning within existing urban settings.

Broadway Valdez District Specific Plan | Oakland, CA



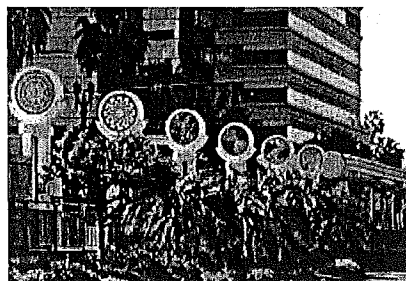
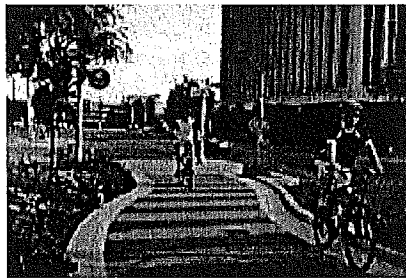
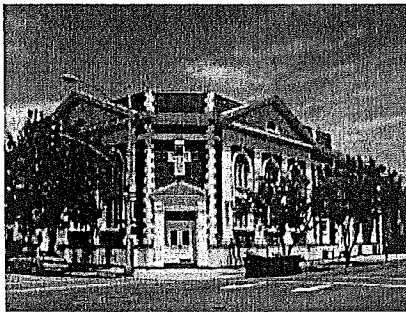
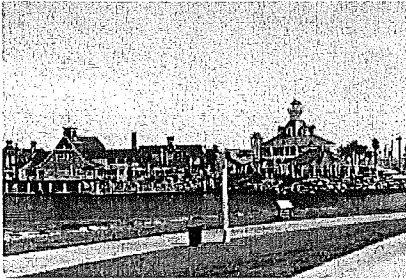


UNDERSTANDING LONG BEACH

Long Beach is a place that contains incredible assets as well as pervasive challenges. It has a beautiful harbor and oceanfront filled with activity, a robust job center and iconic destination in its downtown, which has experienced much momentum in recent years, and an influential Port and airport. CSU-Long Beach, the second largest university in California and one of the most socially diverse, is located in the eastern portion of the City, creating a center of activity and culture. The City is linked with great transit resources and infrastructure, including a substantial network of buses, and the Los Angeles' Metro's Blue Line providing direct service into Downtown Long Beach. Distinct activity centers, a variety of urban and natural settings, and notable architectural character create the unique fabric of the City. Underlying these elements is a network of robust neighborhoods, rich community character, and residents that have a strong sense of pride in their communities and their City.

Despite these great assets, Long Beach continues to face challenges, some that are prevalent throughout the nation, and others particular to Long Beach. The City strives to create jobs, improve underutilized former industrial and commercial areas, retain areas for job and economic enhancement, and provide quality and affordable housing to meet the needs of its residents. Additionally, the City aims to bring sustainable practices through all facets of future development and lifestyle choices, which the City has already made great strides in accomplishing through the recent Sustainable Long Beach Action Plan.

WRT has a deep understanding of the challenges and assets currently found in Long Beach and has experience creating recommendations to address them. This includes, but is not limited to: work related to urban universities, harbor masterplans, waterfront design, focused redevelopment plans, and transit-oriented development. WRT's masterplan for San Jose State University, in San Jose, CA, made strategic recommendations for the landlocked urban campus, which is similar in context to CSU-Long Beach, encouraging development density and enhancing the campus-community relationship. The Dana Point Harbor Revitalization Plan addressed the refurbishment of the City's valuable waterfront, helping to spur development while maintaining its character and charm. WRT's ongoing work for the City of Oakland, CA through its Broadway-Valdez District Specific Plan is creating "form-based" design and development regulations for the downtown corridor that will create a vibrant retail district, residential and mixed-use opportunity sites, and public realm improvements. The corridor is similar in scale and context to many of Long Beach's commercial corridors and nodes, which have been identified as opportunity areas for focused redevelopment. WRT's Castro Valley Redevelopment Strategic Plan, in Alameda County, addressed similar challenges. This project helped the community to revitalize its central business district through special revitalization strategies, coupled with a streetscape plan and public realm improvements. Finally, WRT's current work in San Diego for the Euclid and Market Land Use and Mobility Plan is creating urban design and public realm improvements for the district surrounding an important light rail stop in Southeastern San Diego.

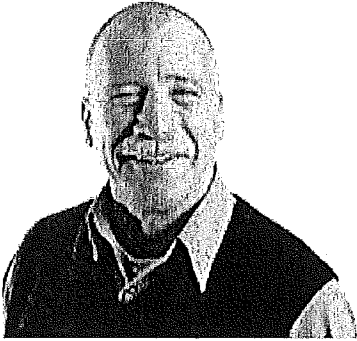


This masterplan is working to enhance the quality of the physical environment, boost economic vitality, and encourage greater reliance on alternative modes of transit. These goals are similar to those that have been identified in Long Beach, while the setting is similar to many parts of the City.

Already the City of Long Beach has been engaged in several important planning efforts in recent years, which WRT would be well-matched to help realize through specialized plans. Additionally, WRT staff has worked extensively in Long Beach and brings a familiarity with the City and its regional context, and working relationships with City staff and local consultants. Planner and Urban Designer Julie Donofrio was involved in the formulation of several special projects currently underway at the City, including the Downtown Community Plan, and the Long Beach 2030 General Plan Update, the Long Beach 2030 Framework Element and Emerging Themes document, which encapsulated the public outreach that preceded plan initiation. Through this experience, the WRT team possesses a firm grasp of the current themes that surround the City's current planning initiatives, the business and economic climate, major community concerns, and an appreciation of the City's existing fabric and heritage.

Long Beach is on the cusp of momentous achievements in the development and execution of its future plans. WRT offers the ability to help the City reach these goals, creating lasting change in the economic vitality, built environment, and public realm of the City, combined with elements that will enhance sense of pride and community identity. WRT is known for creating plans that maintain a focus on implementation, which assures that final products provide a realistic basis for action by community leaders. We further believe that a good urban environment is a dynamic one that allows for natural growth and transformation, within a stable structure that can survive inevitable changes. WRT's experience and knowledge, coupled with our excitement for working with cities to devise innovative planning solutions, presents the ideal partner for the City of Long Beach and its agencies in Development Services, to reach its long-term vision and goals.





Stephen D. Hammond

PRINCIPAL | PLANNER

Stephen is an urban planner with 29 years experience in the fields of urban design, community planning, site master planning, and environmental assessment. His experience includes numerous master plan, specific plan, and urban design programs for mixed use urban infill sites, new transit-oriented neighborhoods, and brownfield redevelopment areas. Stephen is trained as a group facilitator and regularly works with community advisory groups and leads public workshops and design charrettes as part of the planning process.



James K. Stickley, ASLA, LEED® AP

PRINCIPAL | URBAN DESIGNER | LANDSCAPE ARCHITECT

Jim Stickley is a landscape architect and urban designer with over 25 years of experience in community design and planning. His experience on a number of complex projects has spanned the full spectrum from large-scale urban planning assignments to detailed design and implementation of parks, streets and urban landscapes. Jim has extensive experience in developing plans to enhance urban districts and public open space including complex projects involving community interaction and outreach. Jim's work strives to balance socio-economic, cultural and ecological factors to create unique urban places, rooted in the community's identity.



Christopher Pizzi, LEED® AP

URBAN DESIGNER | ARCHITECT

Christopher is an architect with 13 years of professional experience in architecture, urban design and master planning. Christopher's design work includes high-density residential and mixed-use buildings, schools, hotel and resort planning, campus planning, and pattern books and design codes. Christopher's recent work addresses mixed-use, transit-oriented, urban infill development, consistent with an ethos of sustainable urbanism and smart growth. A focus within Christopher's professional work is the relationship of architecture to urban design, especially the character of new buildings and developments in existing neighborhoods. His planning work regularly involves an intense public consultation process with government agencies, community groups and local citizens.

John R. Gibbs, ASLA, LEED® AP

LANDSCAPE ARCHITECT | URBAN DESIGNER

John Gibbs is a registered landscape architect and urban designer and a senior associate in WRT's San Francisco office. With over twelve years of experience in a range of innovative work that includes community revitalization, streetscape enhancements, park design, and detailed construction documentation, John seeks to engage social culture, ecology, and sustainability in the landscape. Relevant project experience includes Emeryville's Shellmound Design Guidelines and Powell Street Urban Design Study; Castro Valley Boulevard; Miller Avenue Streetscape Plan; Richmond's Macdonald Avenue; Broadway-Valdez District Specific Plan; and Santa Monica's South Beach and Palisades Park.



Julie Donofrio, AICP, LEED® AP

PLANNER | URBAN DESIGNER

Julie Donofrio is a certified planner with experience in urban design and planning in California. Before joining WRT, Ms. Donofrio was involved in several projects in Long Beach. These include: The Long Beach Downtown Community Plan with the Long Beach Redevelopment Agency, and the Long Beach 2030 General Plan and the Long Beach General Plan Framework Element, both with the City of Long Beach Development Services. She was responsible for conducting site research, developing recommendations and design guidelines, and drafting the plan documents. Through these projects, Ms. Donofrio has in-depth knowledge of the City, especially Downtown, and its existing form, context, and development climate.



Yeon Tae Kim, AICP, LEED AP BD+C

URBAN DESIGNER

Yeon Tae Kim is a planner, landscape and urban designer with over 7 years of experience in the planning and design of urban landscapes. His work includes large-scale new communities, campus plans, urban mixed-use redevelopment plans, public realm designs. He brings an interdisciplinary perspective to all of his work, with an understanding on sustainability, economic and social issues of urban environment.

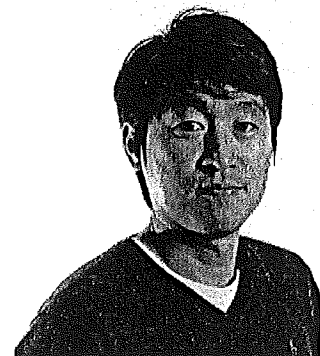


EXHIBIT “B”

Rates or Charges

FEE SCHEDULE

WALLACE ROBERTS & TODD

TITLE	RATES *
PRINCIPAL	\$225
SENIOR PROJECT MANAGER/DIRECTOR	\$175
PROFESSIONAL LEVEL IV/PROJECT MANAGER	\$150
PROFESSIONAL LEVEL III	\$125
PROFESSIONAL LEVEL II	\$100
PROFESSIONAL LEVEL I	\$ 75
INTERN	\$ 60
TECHNICAL/ADMIN SUPPORT	\$ 75

Notes:

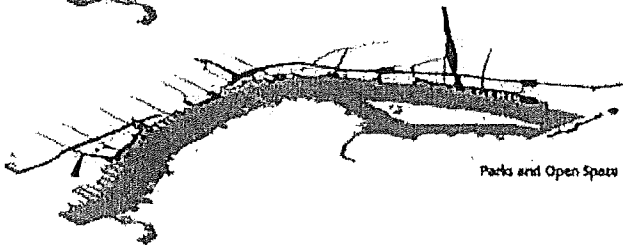
* Billable rates per hour to be confirmed in negotiations with City.
 Rates are effective through December 31, 2012.
 Increases over the next 3 years are assumed to be within 10%.

Reimbursables:

Rental Car, Airline Tickets, and any other transportation charges;
 Subsistence;
 Reprographics;
 Miscellaneous (includes postage, overnight mail, telephone, messenger, etc.); and

Consultants:

A 10% administrative fee typically is applied to sub-consultant fees and direct expenses.



Interlocking Networks

EXHIBIT “C”

City’s Representative:

Derek Burnham, Planning Administrator

EXHIBIT “D”

Materials/Information Furnished: None