

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

1 AGREEMENT

2 **32036**

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
6 CUMMINGS CURLEY AND ASSOCIATES, INC., a California corporation, with a place of
7 business at 3633 Long Beach Blvd., Suite 107, Long Beach, California 90807
8 ("Consultant"), and the CITY OF LONG 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, Robert Curley. 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 CUMMINGS CURLEY AND
5 ASSOCIATES, INC., a California
6 corporation

7 February 10, 2011

8 By [Signature]
9 President
10 Robert L. Curley
11 Type or Print Name

12 _____, 2011

13 By _____
14 Secretary
15 _____
16 Type or Print Name

17 "Consultant"

18 CITY OF LONG BEACH, a municipal
19 corporation Assistant City Manager

20 3-11, 2011

21 By [Signature]
22 City Manager
23 **EXECUTED PURSUANT
24 TO SECTION 301 OF
25 THE CITY CHARTER.**

26 "City"

27 This Agreement is approved as to form on 3-7

28 2011.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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

Certified Resolution

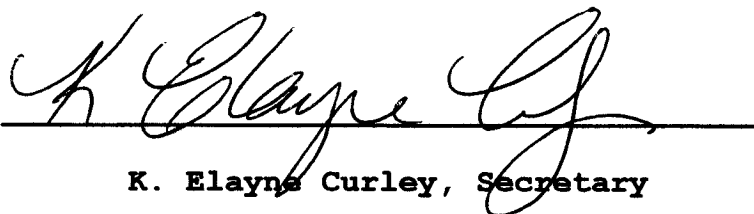
of Cummings Curley and Associates

Be it resolved that it is in the best interests of Cummings Curley and Associates, Inc. to enter into contracts with the City of Long Beach.

In furtherance of this resolution, Robert L. Curley the President and CEO is duly authorized to enter into and sign said contracts on behalf of Cummings Curley and Associates, Inc.. Robert L. Curley currently holds the positions of President and CEO and has held these office since October 21, 1994. The President and CEO is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

The Secretary is authorized to impress the seal of Cummings Curley and Associates, Inc. on any such document, amendment, rescission, or revision.

I, K. Elayne Curley, the Secretary of Cummings Curley and Associates, Inc., do hereby certify this to be a true copy of the resolution duly adopted at the Board Meeting on February 1, 2011, and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in effect.



K. Elayne Curley, Secretary

February 1, 2011

EXHIBIT “A”

Scope of Work



ORIGINAL

CITY OF LONG BEACH
REQUEST FOR PROPOSAL No.: PRM 10-011
FOR
LANDSCAPE ARCHITECTURAL SERVICES

COMPANY NAME: CUMMINGS CURLEY AND ASSOCIATES, INC. CONTACT: ROBERT CURLEY

ADDRESS: 3633 LONG BEACH BOULEVARD, SUITE 107, LONG BEACH, CA 90807

TELEPHONE: 562.424.8182 FAX: 562.424.8181 FEDERAL TAX ID No: [REDACTED]

PRICES CONTAINED IN THIS PROPOSAL ARE SUBJECT TO ACCEPTANCE WITHIN ONE HUNDRED EIGHTY (180) CALENDAR DAYS.

I HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS HEREIN. DATE: 01/27/2010

SIGNED

ROBERT L. CURLEY, PRINCIPAL

CUMMINGS CURLEY AND ASSOCIATES INC
LANDSCAPE ARCHITECTS • LAND PLANNERS



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 Cummings Curley and Assoc Contact Person Robert Curley
 Address 3633 Long Beach Blvd #107 City Long Beach State CA Zip 90807
 Telephone (562) 424-8182 Fax (562) 424-8181 Federal Tax ID No. [REDACTED]

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 01/27/2010

Signed [Signature]

Print Name & Title Robert Curley, President / CEO

6. PROJECT SPECIFICATIONS

6.1 SCOPE OF WORK

PROVIDING AS-NEEDED LANDSCAPE ARCHITECTURAL SERVICES FOR PARKS, RECREATION AND MARINE PROJECTS IN THE CITY OF LONG BEACH.

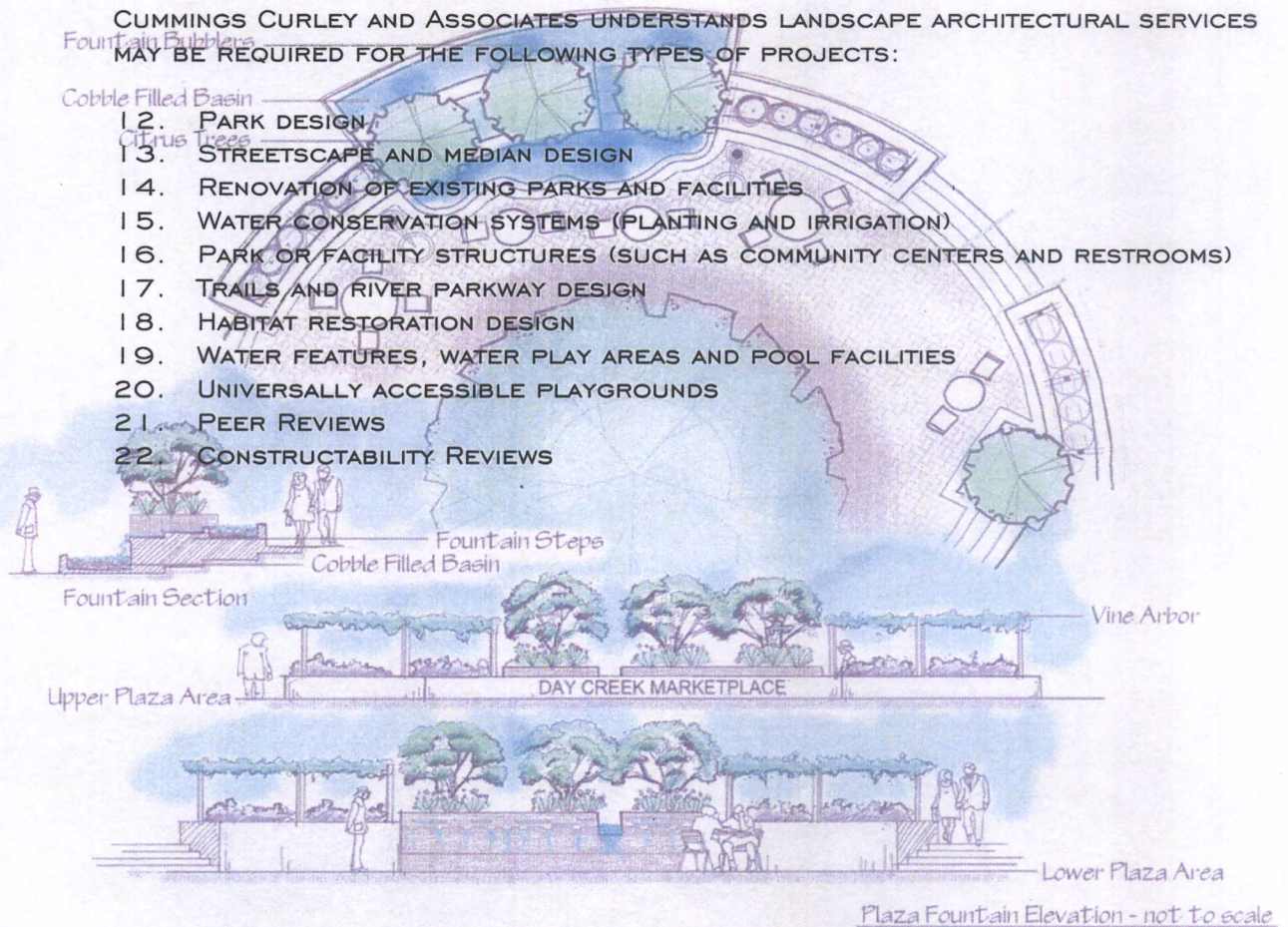
SCOPE OF SERVICES

LANDSCAPE ARCHITECTURAL SERVICES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- 9. SITE EVALUATION AND ANALYSIS
- 10. FACILITATION OF COMMUNITY MEETINGS AND WORKSHOPS
- 11. CONCEPTUAL AND SCHEMATIC DESIGN SERVICES
- 12. DESIGN DEVELOPMENT DRAWINGS
- 13. CONSTRUCTION DOCUMENTS AND SPECIFICATIONS
- 14. GRADING AND DRAINAGE PLANS
- 15. PLANTING AND IRRIGATION DESIGN
- 16. ON-SITE CONSTRUCTION OBSERVATION

CUMMINGS CURLEY AND ASSOCIATES UNDERSTANDS LANDSCAPE ARCHITECTURAL SERVICES MAY BE REQUIRED FOR THE FOLLOWING TYPES OF PROJECTS:

- 12. PARK DESIGN
- 13. STREETScape AND MEDIAN DESIGN
- 14. RENOVATION OF EXISTING PARKS AND FACILITIES
- 15. WATER CONSERVATION SYSTEMS (PLANTING AND IRRIGATION)
- 16. PARK OR FACILITY STRUCTURES (SUCH AS COMMUNITY CENTERS AND RESTROOMS)
- 17. TRAILS AND RIVER PARKWAY DESIGN
- 18. HABITAT RESTORATION DESIGN
- 19. WATER FEATURES, WATER PLAY AREAS AND POOL FACILITIES
- 20. UNIVERSALLY ACCESSIBLE PLAYGROUNDS
- 21. PEER REVIEWS
- 22. CONSTRUCTABILITY REVIEWS





CUMMINGS CURLEY AND ASSOCIATES, INC.
 LANDSCAPE ARCHITECTS • LAND PLANNERS

COMPANY BACKGROUND AND REFERENCES

8. COMPANY BACKGROUND AND REFERENCES

8.1 PRIMARY CONTRACTOR INFORMATION

COMPANY OWNERSHIP

CUMMINGS CURLEY AND ASSOCIATES, INC. WAS INCORPORATED IN THE STATE OF CALIFORNIA ON OCTOBER 13, 1973.

LOCATION OF OFFICES

3633 LONG BEACH BOULEVARD, SUITE 107
 LONG BEACH, CALIFORNIA 90807

OFFICE SERVICING CALIFORNIA ACCOUNTS

ALL CLIENTS ARE SERVICED FROM THIS LOCATION.

NUMBER OF EMPLOYEES

CURRENTLY THREE (3) EMPLOYEES

LOCATION FROM WHICH EMPLOYEES WILL BE ASSIGNED

EMPLOYEES WILL BE ASSIGNED FROM THE LONG BEACH OFFICE.

POINT OF CONTACT

ROBERT L. CURLEY, ASLA, CLARB
 CUMMINGS CURLEY AND ASSOCIATES, INC.
 3633 LONG BEACH BOULEVARD, SUITE 107
 LONG BEACH, CALIFORNIA 90807
 PHONE: 562.424.8182
 FAX: 562.424.8181

COMPANY BACKGROUND / HISTORY AND QUALIFICATION

CUMMINGS CURLEY AND ASSOCIATES, INC. IS A PROFESSIONAL CORPORATION PROVIDING PROFESSIONAL SERVICES IN LANDSCAPE ARCHITECTURE AND LAND PLANNING. OUR APPROACH EMPLOYS INVOLVEMENT FROM BASIC PROJECT ANALYSIS, DESIGN CONCEPT AND COMPREHENSIVE PREPARATION TO OBSERVATION OF FINAL CONSTRUCTION INCLUDING PRINCIPAL PARTICIPATION IN EACH PROJECT. THIS METHOD OF DESIGN IMPLEMENTATION ENABLES US TO PROVIDE DESIGN SERVICES TO A LARGE SPECTRUM OF CLIENTS ON A VARIETY OF UNIQUE AND CHALLENGING ASSIGNMENTS.

COMPLETED PROJECTS INCLUDE THOSE IN THE COMMERCIAL, INSTITUTIONAL, MUNICIPAL, RECREATIONAL, RESIDENTIAL DEVELOPMENT, PRIVATE RESIDENTIAL, ESTATE AND RANCH SECTORS OF INDUSTRY. TYPICAL SERVICES INCLUDE DESIGN, COST ESTIMATION, AND PREPARATION OF WORKING DRAWINGS FOR ALL PHASES OF LANDSCAPE DEVELOPMENT INCLUDING CONSTRUCTION PLANS AND DETAILS, GRADING AND DRAINAGE, PLANTING,



CUMMINGS CURLEY AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTS • LAND PLANNERS

IRRIGATION, LIGHTING, WATER CONSERVATION PLANS, AND AMENITY SPECIFICATION. SOME OF THESE SERVICES HAVE BEEN ENHANCED BY EXPERIENCE WORKING WITH "PUBLIC ART" AND BY THE PRINCIPAL'S CONSULTATION BY RAIN BIRD ON THE DEVELOPMENT ON INNOVATIVE IRRIGATION PRODUCTS AND MATERIALS IN THE INTEREST OF USING WATER RESOURCES MOST EFFICIENTLY.

AS AN ADDITIONAL ADVANTAGE TO THE CITY OF LONG BEACH, THE PRINCIPAL OF CUMMINGS CURLEY AND ASSOCIATES HAS BEEN BOATING OUT OF THE LONG BEACH MARINAS FOR NEARLY THIRTY YEARS. THE TIME SPENT IN THE COMMUNITY OVER SO MANY YEARS PROVIDES A PARTICULAR UNDERSTANDING OF NOT ONLY LONG BEACH'S MARINAS, PARKS AND RECREATIONAL AMENITIES, BUT ALSO ITS DIVERSE COMMUNITY, CULTURE AND NEEDS.

LENGTH OF TIME PROVIDING SERVICES

CUMMINGS CURLEY AND ASSOCIATES, INC. HAS BEEN PROVIDING LANDSCAPE ARCHITECTURAL SERVICES TO BOTH THE PUBLIC AND PRIVATE SECTORS FOR OVER THIRTY-NINE YEARS. THE BUSINESS BEGAN IN 1970 WITH PUBLIC SECTOR PROJECTS PRIMARILY CONSISTING OF SCHOOLS, PARKS AND RECREATION FACILITIES AND PRIVATE SECTOR PROJECTS PRIMARILY CONSISTING OF RETAIL BUSINESS, HOUSING TRACTS AND ESTATES.





CUMMINGS CURLEY AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTS • LAND PLANNERS

RESUMES FOR KEY STAFF

PRINCIPAL LANDSCAPE ARCHITECT
ROBERT L. CURLEY
PRESIDENT
ROBERT@CUMMINGSCURLEY.COM



EDUCATION

BACHELOR OF SCIENCE, LANDSCAPE ARCHITECTURE
CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

EXPERIENCE

TWENTY YEARS AS A DESIGNER, PROJECT ARCHITECT AND PRINCIPAL-IN-CHARGE OF LOCAL MUNICIPAL PROJECTS, EDUCATION CAMPUSES, INSTITUTIONAL PROJECTS, LARGE SCALE COMMERCIAL CENTERS AND LARGE SCALE RESIDENTIAL AND ESTATE PROJECTS. RECENT RELEVANT EXPERIENCE INCLUDES:

- SCHABARUM PARK - DESIGN OF VARIOUS STREETScape AND LANDSCAPE IMPROVEMENTS
- CSU NORTHRIDGE - DESIGN OF STREETScape IMPROVEMENTS TO ON-CAMPUS ENTRANCE TO PARKING STRUCTURE, EXIT, SERVICE ROADS AND OFF-SITE STREETS AND INTERSECTIONS
- CALIFORNIA STATE UNIVERSITY, LONG BEACH, CHILD DEVELOPMENT CENTER - RENOVATION OF PLANTING, IRRIGATION, HARDSCAPE AND LAYOUT OF NEW PLAY EQUIPMENT
- VILLA PARK SOCCER FIELD, PASADENA - NEW IRRIGATION AND TURF FOR EXISTING SOCCER FACILITY AS PART OF AN OVERALL RE-LANDSCAPING AND DRAINAGE PROGRAM FOR THE SITE
- SAN PEDRO LITTLE LEAGUE - SITE RELOCATION STUDIES WITHIN THE PORT OF LOS ANGELES AND CITY OF LOS ANGELES PARKS
- CITY OF PASADENA - MASTER PLANNING AND FEASIBILITY STUDIES FOR SOCCER AND BASEBALL FIELDS WITHIN THE ARROYO SECO

BACKGROUND

EXTENSIVE EXPERIENCE IN DESIGN, COST ESTIMATING, AND PREPARATION OF WORKING DRAWINGS FOR ALL PHASES OF LANDSCAPE ARCHITECTURAL CONSTRUCTION INCLUDING ENTITLEMENT PACKAGES, CONSTRUCTION PLANS AND DETAILS, SITE GRADING AND DRAINAGE PLANS, SITE IRRIGATION, SPECIFICATIONS AND LIGHTING PLANS. EXPERIENCE PARTICIPATING IN CITY HEARINGS, PRESENTATIONS TO CITY COUNCILS, WORKSHOPS WITH NEIGHBORHOOD INTEREST GROUPS AND SIMILAR HAS COME FROM SEVERAL PERSPECTIVES: FOR THE DEVELOPER CLIENT, THE CORPORATE CLIENT, THE TENANT CLIENT, THE PRIVATE RESIDENT AND AS DESIGN REVIEW COMMISSIONER. PROJECTS INCLUDE DEVELOPMENTS RANGING IN SIZE FROM HALF ACRE RESIDENTIAL PROJECTS TO 150 ACRE COMMERCIAL AND GOVERNMENT DEVELOPMENTS TO 200+ ACRE RECREATIONAL PROJECTS. PRINCIPAL OF CUMMINGS CURLEY AND ASSOCIATES FOR SEVENTEEN YEARS.

PROFESSIONAL REGISTRATIONS AND AFFILIATIONS

- LICENSED LANDSCAPE ARCHITECT, CALIFORNIA, No. 3583
- LICENSED LANDSCAPE ARCHITECT, ARIZONA, No. 30100
- LICENSED LANDSCAPE ARCHITECT, NEVADA, No. 578
- CLARB NATIONAL REGISTRATION, No. 913
- AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS
- DESIGN REVIEW COMMISSIONER, CITY OF SAN GABRIEL 2000-2008

ASSOCIATE / PROJECT LANDSCAPE ARCHITECT

RAMIRO R. ARROYO
 RAMIRO.A@CUMMINGSCURLEY.COM

EDUCATION

BACHELOR OF SCIENCE, LANDSCAPE ARCHITECTURE
 CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

EXPERIENCE

THREE YEARS AS A DESIGNER AND PROJECT ARCHITECT FOR LOCAL MUNICIPAL PROJECTS, EDUCATION CAMPUSES, INSTITUTIONAL PROJECTS, LARGE SCALE COMMERCIAL CENTERS AND RESIDENTIAL AND ESTATE PROJECTS. RECENT RELEVANT EXPERIENCE INCLUDES:

- BOULEVARDS AT SOUTH BAY, CARSON - LAYOUT OF IRRIGATION FOR 130-ACRE MULTI-USE DEVELOPMENT BEING BUILT ON A "BROWN FIELD." DESIGN DEVELOPED IN COORDINATION WITH THE DEPARTMENT OF TOXIC SUBSTANCE'S CONTROL.
- MAPLE PARK, GLENDALE - LAYOUT OF IRRIGATION AND PLANTING MATERIAL
- SPERRY AVENUE MEDIAN, PATTERSON, CA - LAYOUT OF IRRIGATION AND PLANTING DESIGN AND ELECTRICAL COORDINATION FOR A NEW CITY MEDIAN

BACKGROUND

EXPERIENCE IN DESIGN, COST ESTIMATING, AND PREPARATION OF WORKING DRAWINGS FOR ALL PHASES OF LANDSCAPE ARCHITECTURAL CONSTRUCTION INCLUDING ENTITLEMENT PACKAGES, CONSTRUCTION PLANS AND DETAILS, SITE GRADING AND DRAINAGE PLANS, SPECIFICATIONS AND LIGHTING PLANS. BACKGROUND WITH DEVELOPMENTS RANGING IN SIZE FROM HALF ACRE RESIDENTIAL PROJECTS TO 150 ACRE COMMERCIAL AND GOVERNMENT DEVELOPMENTS.

ASSOCIATE OF CUMMINGS CURLEY AND ASSOCIATES FOR THREE YEARS.





CUMMINGS CURLEY AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTS • LAND PLANNERS

8.2 SUBCONTRACTOR INFORMATION

8.2.1 YES, THIS PROPOSAL INCLUDES THE USE OF SUBCONTRACTORS. _____

8.2.1.1 SUBCONTRACTOR: ARCHITECT

ARCHITECT TYPES OF PROJECTS IN WHICH AN ARCHITECT WOULD BE SUBCONTRACTED WOULD INCLUDE PARK OR FACILITY STRUCTURES SUCH AS COMMUNITY CENTERS AND RESTROOMS.

8.2.1.2 PRIMARY CONTRACTOR INFORMATION

ARCHITECT

COMPANY OWNERSHIP

C|A ARCHITECTS WAS INCORPORATED IN THE STATE OF CALIFORNIA ON JANUARY 3, 1996.

LOCATION OF OFFICES

3633 LONG BEACH BOULEVARD, SUITE 200
LONG BEACH, CALIFORNIA 90807

OFFICE SERVICING CALIFORNIA ACCOUNTS

ALL CLIENTS ARE SERVICED FROM THIS LOCATION.

NUMBER OF EMPLOYEES

CURRENTLY TWENTY-SEVEN (27) EMPLOYEES

LOCATION FROM WHICH EMPLOYEES WILL BE ASSIGNED

EMPLOYEES WILL BE ASSIGNED FROM THE LONG BEACH OFFICE.

POINT OF CONTACT

EDWARD J. CARUANA, AIA, NCARB

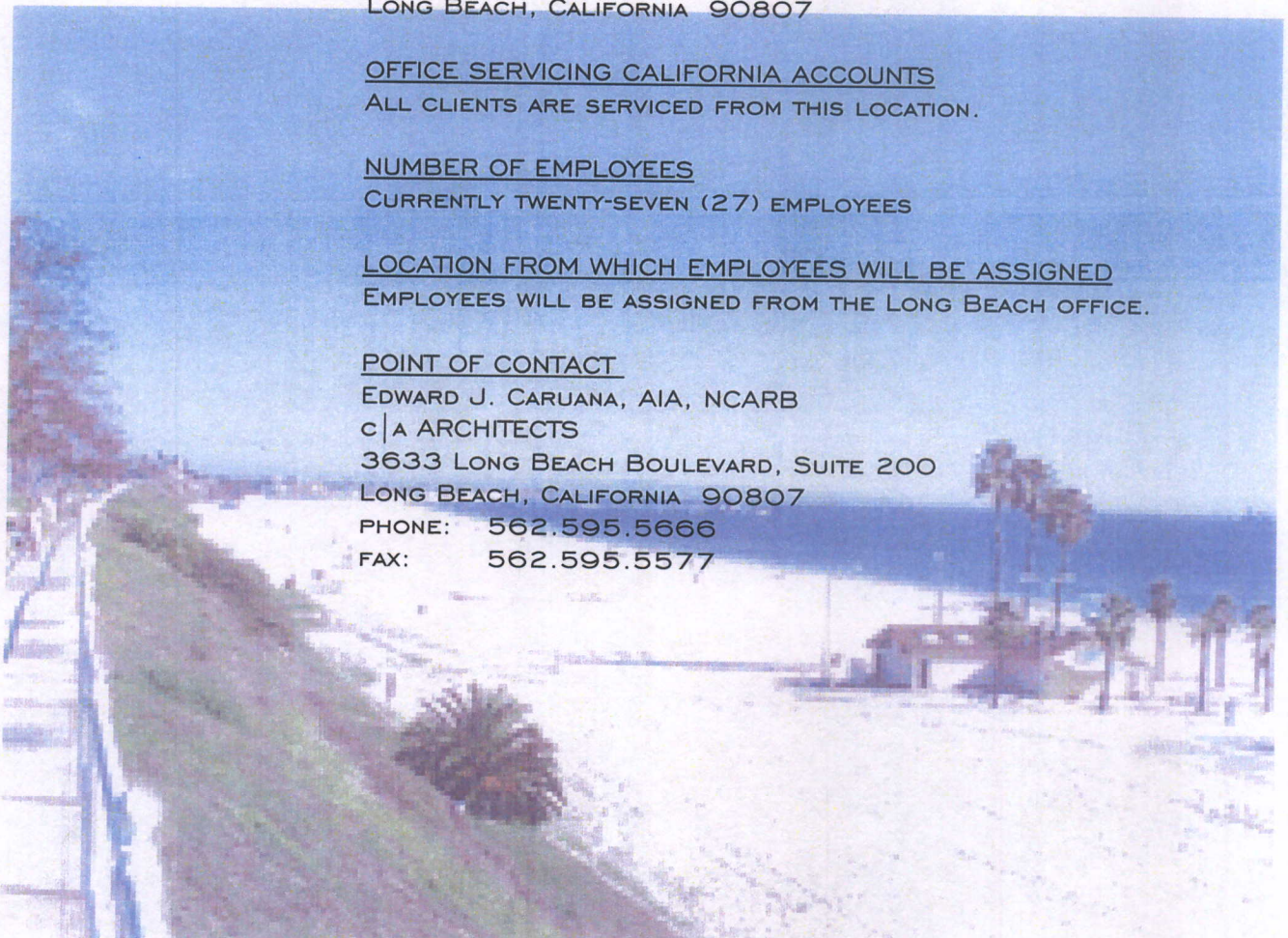
C|A ARCHITECTS

3633 LONG BEACH BOULEVARD, SUITE 200

LONG BEACH, CALIFORNIA 90807

PHONE: 562.595.5666

FAX: 562.595.5577





CUMMINGS CURLEY AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTS • LAND PLANNERS

ARCHITECT COMPANY BACKGROUND / HISTORY AND QUALIFICATION

c|A ARCHITECTS IS A TECHNICALLY INNOVATIVE ARCHITECTURE, PLANNING AND INTERIOR DESIGN CORPORATION LOCATED IN LONG BEACH. FOUNDED IN 1992, c|A ARCHITECTS IS DEDICATED TO THE DESIGN OF INSTITUTIONAL FACILITIES AND PROJECTS. EACH MEMBER OF THE LEADERSHIP TEAM CONTRIBUTES EXTENSIVE EXPERTISE IN ARCHITECTURE TO THE BREADTH OF KNOWLEDGE OFFERED BY c|A ARCHITECTS. COLLABORATION AND COMMUNICATION ARE THE FOUNDATION OF THE PLANNING AND DESIGN PROCESS. THE ENTIRE TEAM IS DETERMINED TO EXCEED CLIENT EXPECTATIONS BY PROVIDING PROFESSIONAL AND TECHNICAL EXPERTISE THROUGH EXPERIENCE AND CREATIVITY. THE FIRM'S MISSION IS TO PROVIDE THE HIGHEST QUALITY ARCHITECTURE TO BENEFIT THEIR CLIENTS AND THE GREATER COMMUNITY.

c|A ARCHITECTS PROVIDES SERVICES RANGING FROM PROVIDING LOWER CAMPUS REST STATION (CONSISTING OF ACCESSIBLE RESTROOMS) FOR THE HUNTINGTON LIBRARY TO AN ADDITION TO A HOSPITAL WING AT TORRANCE MEMORIAL MEDICAL CENTER. THE SAME PROCESSES ARE FOLLOWED TO COMPLETE BOTH SCALE PROJECTS. BY ADHERING TO THE PROGRAMMING, SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENT AND CONSTRUCTION OBSERVATION PHASES, THE CLIENT IS ASSURED OF THE SUCCESSFUL COMPLETION OF A PROJECT REGARDLESS OF SCOPE. IT IS THIS METHODOLOGY OF PROVIDING INSTITUTIONAL DESIGN SERVICES ALONG WITH A MULTIDISCIPLINARY QUALITY ASSURANCE PROGRAM THAT ASSURES SUCCESSFUL PROJECTS.

LENGTH OF TIME PROVIDING SERVICES

c|A ARCHITECTS HAS PROVIDED SERVICES TO THE PRIVATE SECTOR AS WELL AS THE PUBLIC SECTOR SINCE 1992. CLIENTELE FOR THE PUBLIC SECTOR INCLUDE CITY OF LONG BEACH, LONG BEACH UNIFIED SCHOOL DISTRICT, COUNTY OF LOS ANGELES, UNIVERSITY OF CALIFORNIA, IRVINE, AND VETERANS ADMINISTRATION, LOS ANGELES. CLIENTELE FOR THE PRIVATE SECTOR INCLUDE VERIZON, LONG BEACH MEMORIAL MEDICAL CENTER, TORRANCE MEMORIAL MEDICAL CENTER, HOAG PRESBYTERIAN HOSPITAL, UC IRVINE MEDICAL CENTER AND KAISER PERMANENTE.



ARCHITECT RESUMES FOR KEY STAFF

PRINCIPAL IN CHARGE

EDWARD JAMES CARUANA, AIA, NCARB
PRESIDENT
ECARUANA@C-AARCHITECTS.COM

WHEN IT COMES TO THE INTRICACIES OF SYSTEMS AND OPERATIONS, MR. CARUANA IS A RECOGNIZED AUTHORITY IN DESIGN. HE FOUNDED CARUANA & ASSOCIATES IN 1992 AND HAS MORE THAN THIRTY YEARS OF EXPERIENCE IN ARCHITECTURE. MR. CARUANA IS A PROBLEM-SOLVER AND AN EXPERT IN MASTER PLANNING. HIS KNOWLEDGE OF INFRASTRUCTURE SYSTEMS AND EXPERIENCE WITH OPERATIONS MAKE IT POSSIBLE FOR HIS CLIENTS TO KEEP THEIR FACILITIES AND SERVICES ON-COURSE EVEN DURING THE MOST COMPLEX PROJECTS.

MR. CARUANA HAS EXTENSIVE EXPERIENCE ON PROJECTS OF THIS TYPE AND SIZE AND HAS WORKED SUCCESSFULLY ON VARIOUS PROJECTS. IN HIS SCOPE OF THESE PROJECTS, HE WILL WORK DIRECTLY WITH THE DESIGN TEAM ON EVERY ASPECT OF THE DESIGN AND BUDGET TO ASSURE THE HIGHEST QUALITY IS ATTAINED. THROUGHOUT THE DESIGN PHASE, EDWARD WILL BE WORKING WITH THE DESIGN TEAM.

EDUCATION

BACHELORS OF ARTS, INDUSTRIAL ARTS FROM CALIFORNIA STATE UNIVERSITY, LONG BEACH

TEACHING CREDENTIALS

SINGLE SUBJECT, VOCATIONAL EDUCATION, CALIFORNIA COMMUNITY COLLEGE

PROFESSIONAL REGISTRATIONS AND AFFILIATIONS

- CALIFORNIA LICENSED ARCHITECT
- NEVADA LICENSED ARCHITECT
- NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (NCARB)
- AMERICAN INSTITUTE OF ARCHITECTS (AIA)
- BOARD MEMBER OF HABITAT FOR HUMANITY, GREATER LOS ANGELES/ LONG BEACH

RELEVANT EXPERIENCE

- FIRE ALARM SYSTEM UPGRADE, LONG BEACH MEMORIAL MEDICAL CENTER, LONG BEACH
- PAGING SYSTEM UPGRADE, LONG BEACH MEMORIAL MEDICAL CENTER, LONG BEACH
- CENTRAL PLANT, TORRANCE MEMORIAL MEDICAL CENTER, TORRANCE
- EMERGENCY DEPARTMENT REMODEL, LONG BEACH MEMORIAL MED CENTER, LONG BEACH
- EMERGENCY DEPARTMENT REMODEL, TORRANCE MEMORIAL MEDICAL CENTER, TORRANCE
- MASTER PLAN, PACIFIC HOSPITAL, LONG BEACH
- MASTER PLAN, ST. FRANCIS MEDICAL CENTER, LYWOOD
- PHARMACY AND EMPLOYEE HEALTH, KAISER BALDWIN PARK, BALDWIN PARK
- PSYCHIATRIC UNIT CONVERSION, TORRANCE MEMORIAL MEDICAL CENTER, TORRANCE
- SEISMIC UPGRADES, LONG BEACH MEMORIAL MEDICAL CENTER, LONG BEACH
- TRANSITIONAL CARE UNIT, TORRANCE MEMORIAL MEDICAL CENTER, TORRANCE

ARCHITECT RESUMES FOR KEY STAFF

SENIOR PROJECT MANAGER

GUY JIMENEZ, AIA, LEED AP
GJIMENEZ@C-AARCHITECTS.COM

EVERY GREAT PROJECT RELIES ON THE SUPPORT OF A GREAT PROJECT MANAGER. GUY JIMENEZ'S TECHNICAL KNOWLEDGE, ASTUTE UNDERSTANDING OF THE PROJECT PROCESS AND FACTS-ORIENTED COMMUNICATION STYLE MAKE HIM A SUPERIOR LEADER ON ANY JOB SITE. GUY HAS OVER TWENTY-FIVE YEARS OF EXPERIENCE IN INSTITUTIONAL DESIGN. HE FOCUSES ON PROJECT PLANNING AND MANAGEMENT OF CAMPUS RECONSTRUCTION AS WELL AS COMPLETE PROJECT DELIVERY OF REMODELS AND MODERNIZATIONS. HE ALSO HAS EXPERIENCE IN DEPARTMENTAL PLANNING, FACILITY DOCUMENTATION, SEISMIC STUDY, PROJECT INCEPTION AND FUNDING ANALYSIS. WHILE TECHNICALLY ORIENTED, HE IS EQUALLY CREATIVE.

EDUCATION

BACHELOR OF SCIENCE, ARCHITECTURE
CALIFORNIA STATE POLYTECHNIC UNIVERSITY, SAN LUIS OBISPO

PROFESSIONAL REGISTRATIONS AND AFFILIATIONS

- CALIFORNIA LICENSED ARCHITECT
- AMERICAN INSTITUTE OF ARCHITECTS (AIA)
- LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN, ACCREDITED PROFESSIONAL (LEED AP)

RELEVANT EXPERIENCE

- TELO MEDICAL OFFICES, TORRANCE MEMORIAL MEDICAL CENTER, TORRANCE
- OPHTHALMOLOGY & OPTOMETRY, KAISER PERMANENTE DOWNEY MEDICAL OFFICE BUILDING, DOWNEY
- BEHAVIORAL HEALTH OUTPATIENT CLINIC, VETERANS' ADMINISTRATION, LOMA LINDA HOSPITAL, LOMA LINDA
- CHABOT MEDICAL OFFICE BUILDING, CASTRO VALLEY
- MEMORIAL CARE MEDICAL OFFICE BUILDING, HUNTINGTON BEACH

ARCHITECT RESUMES FOR KEY STAFF

SENIOR PROJECT MANAGER

DAVID SMITH, AIA
DSMITH@C-AARCHITECTS.COM

DAVID SMITH TAKES A METHODOLOGICAL APPROACH TO THE ARCHITECTURE AND CONSTRUCTION PROCESS PROVIDING CLIENTS WITH CONFIDENCE; THEY KNOW WHAT TO EXPECT EACH STEP OF THE WAY. DAVID HAS OVER FIFTEEN YEARS OF EXPERIENCE IN THE FIELD OF ARCHITECTURE. HIS EXPERIENCE INCLUDES ALL PHASES OF THE BUILDING DESIGN PROCESS FROM PROGRAMMING TO CONSTRUCTION ADMINISTRATION. HE HAS EXCELLED AND RISEN TO THE CHALLENGES OF MANAGING MULTI-PHASE PROJECTS WHILE KEEPING THE CLIENT FULLY FUNCTIONAL. DAVID'S DIRECT COMMUNICATION STYLE AND METHODOLOGICAL PROJECT PROCESS RESULTS IN MAINTAINED SCHEDULES, INFORMED CLIENTS AND SUCCESSFULLY COMPLETED PROJECTS. DAVID'S EXPERIENCE, SUPERB COMMUNICATION AND TEAM BUILDING SKILLS WILL PROVIDE THE TOOLS FOR THE SAME SUCCESS ON THESE PROJECTS AS HE HAS HAD ON VIRTUALLY EVERY PROJECT HE MANAGES.

EDUCATION

BACHELOR OF ARCHITECTURE FROM CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

PROFESSIONAL REGISTRATIONS AND AFFILIATIONS

- CALIFORNIA LICENSED ARCHITECT
- AMERICAN INSTITUTE OF ARCHITECTS (AIA)

RELEVANT EXPERIENCE

- X-RAY ROOM AND SUPPORT SPACE UPGRADE, HOAG MEMORIAL HOSPITAL PRESBYTERIAN, NEWPORT BEACH
- CATHETERIZATION LABS 1, 2 AND 3 REMODEL, HOAG MEMORIAL HOSPITAL PRESBYTERIAN, NEWPORT BEACH
- MRI INSTALLATION, LONG BEACH MEMORIAL MEDICAL CENTER, LONG BEACH
- BI-PLANE ANGIOGRAPHY REPLACEMENT, LONG BEACH MEMORIAL MEDICAL CENTER, LONG BEACH
- X-RAY DEPARTMENT UPGRADE, LONG BEACH MEMORIAL MED CENTER, LONG BEACH
- OPHTHALMOLOGY AND OPTOMETRY / VISION ESSENTIALS, KAISER PERMANENTE DOWNEY MEDICAL OFFICE BUILDING, DOWNEY
- EMPIRE CORPORATE PLAZA CALL CENTER, KAISER PERMANENTE PASADENA MEDICAL OFFICE BUILDING, PASADENA
- AMBULATORY SURGERY CENTER, AMBULATORY SURGERY CENTER, ANAHEIM
- EMPIRE CORPORATE PLAZA, KAISER PERMANENTE RANCHO CUCAMONGA

ARCHITECT RESUMES FOR KEY STAFF

PROJECT MANAGER

MICHAEL ABEYTA, AIA
MABEYTA@C-AARCHITECTS.COM

EDUCATION

BACHELOR OF ARCHITECTURE
CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

PROFESSIONAL REGISTRATIONS AND AFFILIATIONS

- CALIFORNIA LICENSED ARCHITECT
- AMERICAN INSTITUTE OF ARCHITECTS (AIA)

RELEVANT EXPERIENCE

- LANGLEY SENIOR CENTER, CITY OF MONTEREY PARK, MONTEREY PARK
- WASHINGTON MIDDLE SCHOOL MODERNIZATION, LBUSD, LONG BEACH
- FRANKLIN MIDDLE SCHOOL MODERNIZATION, LBUSD, LONG BEACH
- SHORTSTAY UNIT AND PROCEDURE CENTER RENOVATION, VETERANS ADMINISTRATION LOMA LINDA, LOMA LINDA

8.2.1.3 REFERENCES

ARCHITECT DEPARTMENT OF VETERAN AFFAIRS

- RADIATION ONCOLOGY ADDITION AND REMODEL
VETERANS ADMINISTRATION SAN DIEGO
ADDITION TO EXISTING HOSPITAL BUILDING AND INSTALLATION OF
RADIATION ONCOLOGY TREATMENT FACILITIES. PROJECT INCLUDED THE
ENCLOSURE OF EXISTING BALCONIES AND ATRIUM AREA TO CREATE A
NEW INTERIOR SPACE.
- JUNE 2005 THROUGH JULY 2006
- PROVIDED DESIGN AND CONSTRUCTION DOCUMENT SERVICES FOR THE
PROJECT.
- EDWARD CARUANA WAS INVOLVED IN THIS PROJECT.
- MS. LYNNE POTENZA
CONTRACTING OFFICER
562.826.5939

ARCHITECT UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER

- LDR REMODEL
UCI MEDICAL CENTER
REMODEL OF THE SECOND FLOOR, APPROXIMATELY 3,000 SQUARE FEET, OF EXISTING HOSPITAL TO CONVERT ELEVEN (11) BEDS TO FOUR (4) LABOR, DELIVERY AND RECOVERY BEDS AND A DOCTORS' SLEEP ROOM.
- JUNE 2008 THROUGH JUNE 2010
- PROVIDED OBSTETRICS DESIGN SERVICES AND DOCUMENTATION FOR CONSTRUCTION, AND CONSTRUCTION OBSERVATION FOR THE PROJECT.
- EDWARD CARUANA WAS INVOLVED IN THIS PROJECT.
- MR. LEON ROACH
DIRECTOR OF CONSTRUCTION
714.456.5454

DEPARTMENT OF VETERAN AFFAIRS

- LAB REMODEL
VETERANS ADMINISTRATION SAN DIEGO
REMODEL APPROXIMATELY 15,000 SQUARE FEET OF CLINICAL LAB. THE PROJECT INVOLVED AUTOMATION OF THE LABORATORY.
- OCTOBER 2008 THROUGH MARCH 2009
- PROVIDED LAB DESIGN SERVICES FOR THE PROJECT.
- DAVID SMITH WAS INVOLVED IN THIS PROJECT.
- MS. LYNNE POTENZA
CONTRACTING OFFICER
562.826.5939

8.2.1.1 SUBCONTRACTOR: CIVIL ENGINEER

CIVIL A CIVIL ENGINEER WOULD BE SUBCONTRACTED WHEN A LICENSED CIVIL ENGINEER IS REQUIRED ON PROJECTS SUCH AS RENOVATION OF EXISTING PARKS AND FACILITIES AND GRADING AND DRAINAGE (BEYOND THE SCOPE OF A LICENSED LANDSCAPE ARCHITECT).

8.2.1.2 PRIMARY CONTRACTOR INFORMATION

CIVIL

COMPANY OWNERSHIP

WHEELER & GRAY WAS INCORPORATED IN THE STATE OF CALIFORNIA IN 1961.

LOCATION OF OFFICES

650 SIERRA MADRE VILLA AVENUE, SUITE 300
PASADENA, CALIFORNIA 91107

2040 SOUTH SANTA CRUZ STREET
ANAHEIM, CALIFORNIA 92805

2345 EAST THOMAS ROAD, SUITE 320
PHOENIX, ARIZONA 85016

OFFICE SERVICING CALIFORNIA ACCOUNTS

THE PASADENA AND THE ANAHEIM OFFICES SERVICE CALIFORNIA CLIENTS.

NUMBER OF EMPLOYEES

IN TOTAL, WHEELER & GRAY CURRENTLY HAS EIGHTEEN (18) EMPLOYEES.

- THE PASADENA OFFICE CURRENTLY HAS 14 EMPLOYEES.
- THE ANAHEIM OFFICE CURRENTLY HAS 3 EMPLOYEES.
- THE PHOENIX OFFICE CURRENTLY HAS 1 EMPLOYEE.

LOCATION FROM WHICH EMPLOYEES WILL BE ASSIGNED

THE CITY OF LONG BEACH PROJECTS WILL BE SERVICED BY PERSONNEL IN BOTH THE PASADENA AND ANAHEIM OFFICES.

POINT OF CONTACT

JOHN KELLY, P.E.

WHEELER & GRAY, CONSULTING ENGINEERS
650 SIERRA MADRE VILLA AVENUE, SUITE 300
PASADENA, CALIFORNIA 91107

PHONE: 626.432.5850

FAX: 626.432.5858

CIVIL

COMPANY BACKGROUND / HISTORY AND QUALIFICATION

WHEELER & GRAY WAS FOUNDED IN 1946 AND INCORPORATED IN 1961. WHEELER & GRAY OFFERS A FULL RANGE OF SERVICES FROM PLANNING TO DESIGN AND THROUGH PROJECT COMPLETION. SERVICES INCLUDE FEASIBILITY STUDIES, COST ESTIMATING, SPECIFICATION WRITING AND CONSTRUCTION SUPPORT AND ADMINISTRATION SERVICES. WHEELER & GRAY HAS EXTENSIVE EXPERIENCE WITH A WIDE RANGE OF PUBLIC SECTOR PROJECTS.

WHEELER & GRAY'S STAFF INCLUDES CIVIL AND STRUCTURAL ENGINEERS AND DESIGNERS WHO ARE SUPPORTED BY CAD OPERATORS, TECHNICIANS, AND OTHER PERSONNEL WHOSE PROFESSIONAL EXPERIENCE AND CREDENTIALS OFFER SUPERIOR CAPABILITY. WHEELER & GRAY ALSO HAS ON STAFF A CALIFORNIA REGISTERED ENVIRONMENTAL ASSESSOR.

STATE-OF-THE-ART COMPUTER AIDED DRAFTING STATIONS ARE USED FOR ALL DRAWING PREPARATION. IN-HOUSE AND PACKAGED ARE USED FOR DESIGN CALCULATIONS THROUGHOUT OUR ENGINEERING DEPARTMENTS. COMPUTER GENERATED CALCULATIONS ARE REVIEWED BY EXPERIENCED ENGINEERS FOR DATA INPUT ACCURACY AND SOUNDNESS OF OUTPUT RESULTS.

WHEELER & GRAY USES MEANS COST ESTIMATING SYSTEM, LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS COST ESTIMATING SYSTEM AND OTHER DATA FOR PREPARATION OF CONSTRUCTION COST ESTIMATES. WHEELER & GRAY SUBSCRIBES TO THE NATIONAL INSTITUTE OF BUILDING SCIENCES' CCB (CONSTRUCTION CRITERIA BASE) FOR GUIDE SPECIFICATIONS. THE CCB ALSO PROVIDES PRODUCT AND COST DATA WHICH WHEELER & GRAY USES THROUGHOUT THEIR WORK. WHEELER & GRAY PREPARES SPECIFICATIONS IN ANY FORMAT REQUIRED BY THE CLIENT AND CAN PROVIDE DELIVERABLES ON COMPUTER MEDIA.

WHEELER & GRAY MAINTAINS AN EXTENSIVE TECHNICAL LIBRARY. THEIR LIBRARY INCLUDES BUILDING, PLANNING, ZONING AND MECHANICAL CODES FROM THE JURISDICTIONS IN WHICH THEY WORK AS WELL AS UP-TO-DATE STANDARD SPECIFICATIONS AND DRAWINGS. REFERENCE BOOKS, JOURNALS AND PERIODICALS ARE MAINTAINED ON A REGULAR BASIS TO ENSURE THEIR ENGINEERS AND DESIGNERS HAVE THE LATEST TECHNICAL INFORMATION.

CIVIL

WHEELER & GRAY'S CLIENTELE IS CHARACTERISTICALLY DIVERSE AND LONG STANDING. THE MAJORITY OF OUR BUSINESS HAS DEVELOPED ON A REPEAT AND REFERRAL BASIS. TYPICALLY WE SERVE PUBLIC AGENCIES SUCH AS CITY AND COUNTY PUBLIC WORKS, REDEVELOPMENT AGENCIES, PARKS AND RECREATION DEPARTMENTS AS WELL AS SCHOOL, TRANSIT AND UTILITY DISTRICTS AND ALL BRANCHES OF THE U.S. MILITARY. WHEELER & GRAY HAS MAINTAINED PROFESSIONAL RELATIONSHIPS WITH SEVERAL CLIENTS FOR MORE THAN TWENTY YEARS AND WITH SOME CLIENTS FOR MORE THAN THIRTY YEARS.

WHEELER & GRAY BELIEVES REPEAT BUSINESS IS THE FOUNDATION OF A SUCCESSFUL PRACTICE AND REPEAT BUSINESS IS EARNED BY PROVIDING QUALITY, RESPONSIVE SERVICE ON A PERSONAL BASIS TO OUR CLIENTS. THE QUALITY OF OUR WORK IS DIRECTLY RELATED TO THE QUALITY OF OUR STAFF AND THE ABILITY OF OUR STAFF TO PROVIDE RESPONSIVE SERVICE TAILORED TO MEET EACH CLIENT'S PARTICULAR REQUIREMENTS. PRINCIPALS AND SENIOR ENGINEERS, THEREFORE, MAINTAIN CONTINUAL PERSONAL INVOLVEMENT THROUGHOUT THE LIFE OF EACH PROJECT. THE ULTIMATE GOAL IS TO EXCEED EACH CLIENT'S EXPECTATIONS SO WHEELER & GRAY BECOMES A CLIENT'S FIRST CHOICE OF ENGINEERING CONSULTANT WHEN CONTEMPLATING A NEW PROJECT.

LENGTH OF TIME PROVIDING SERVICES

WHEELER & GRAY HAS BEEN PROVIDING THE PUBLIC AND PRIVATE SECTORS WITH HIGH QUALITY, RESPONSIVE ENGINEERING CONSULTING SERVICES FOR MORE THAN SIXTY-THREE YEARS.

CIVIL RESUMES FOR KEY STAFF

PRINCIPAL

JOHN KELLY, P.E.
JKELLY@WHEELERANDGRAY.COM

EDUCATION

BACHELOR OF SCIENCE, CIVIL ENGINEERING
UNIVERSITY OF SOUTHERN CALIFORNIA

BACKGROUND

MR. KELLY JOINED WHEELER & GRAY IN JANUARY 1990. HE HAS OVER THIRTY YEARS OF EXPERIENCE IN CIVIL ENGINEERING. HIS EXPERIENCE INCLUDES A WIDE RANGE OF PROJECTS INCLUDING WATER DISTRIBUTION AND TRANSMISSION, WATER WELLS, WATER STORAGE, DRAINAGE AND FLOOD CONTROL, ROADS AND STREETS, SANITARY SEWER AND GENERAL UTILITIES PROJECTS. MR. KELLY IS ACTIVE IN ALL PHASES OF PROJECT DEVELOPMENT FROM FEASIBILITY STUDIES TO FINAL DESIGN AND CONSTRUCTION SUPPORT.

PROFESSIONAL LICENSES AND AFFILIATIONS

- CIVIL ENGINEER, CALIFORNIA No. C36693
- ENVIRONMENTAL ASSESSOR, CALIFORNIA REA I No. 04531
- AMERICAN WATER WORKS ASSOCIATION
- SOCIETY OF AMERICAN MILITARY ENGINEERS

RELEVANT EXPERIENCE

- VAL VERDE COMMUNITY REGIONAL PARK, LOS ANGELES COUNTY - DRAINAGE STUDY TO IDENTIFY THE SOURCES AND CAUSES OF FLOODING AND RECOMMEND SOLUTIONS
- STONE RIDGE DOMESTIC WATER TANKS & PUMP STATIONS, HEMET - PRELIMINARY DESIGN FOR VARIOUS DOMESTIC WATER DISTRIBUTION AND STORAGE IMPROVEMENTS FOR THE STONE RIDGE DEVELOPMENT NEAR HEMET.
- POTABLE WATER WELL AND STORAGE TANK, PALMDALE - PROVIDED COMPLETE DESIGN AND ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR A NEW POTABLE WATER WELL AND PNEUMATIC STORAGE TANK FOR AIR FORCE PLANT 42 IN PALMDALE.
- SILVER LAKE OUTLET RELOCATION, LOS ANGELES - RELOCATION OF A 60-INCH DIAMETER CONCRETE-LINED AND COATED WELDED STEEL TRUNK LINE PIPE.
- KELVIN CHANNEL STORM DRAIN, WOODLAND HILLS - 2,000 FT OF REINFORCED CONCRETE DOUBLE BOX STORM DRAIN SYSTEM FOR LOS ANGELES COUNTY DEPT OF PUBLIC WORKS.
- UCLA WESTWOOD PLAZA & NORTH CAMPUS, LA - DRAINAGE STUDY TO DETERMINE LEVEL OF RISK OF FLOODING FROM STORMS, REVIEWED OLD AND PERFORMED NEW HYDROLOGY.

CIVIL RESUMES FOR KEY STAFF

PROJECT MANAGER
MARY K. KINSLER, P.E.
MKINSLER@WHEELERANDGRAY.COM

EDUCATION
BACHELOR OF SCIENCE, CIVIL ENGINEERING FROM UNIVERSITY OF MICHIGAN

BACKGROUND
MS. KINSLER HAS OVER TWENTY-EIGHT YEARS OF EXPERIENCE IN A BROAD RANGE OF CIVIL ENGINEERING PROJECTS. HER EXPERIENCE INCLUDES WORK IN STREETS AND HIGHWAYS, GRADING AND DRAINAGE, RAILROADS, PLANNING, DESIGN AND CONSTRUCTION MANAGEMENT AND ADMINISTRATION. MS. KINSLER HAS EXTENSIVE EXPERIENCE WITH PUBLIC AGENCY STANDARDS AND POLICIES.

- PROFESSIONAL LICENSES AND AFFILIATIONS
- CIVIL ENGINEER, CALIFORNIA No. 44025
 - AMERICAN SOCIETY OF CIVIL ENGINEERS
 - INSTITUTE OF TRANSPORTATION ENGINEERS

- RELEVANT EXPERIENCE
- CAMPUS ROAD AND OFF-SITE IMPROVEMENTS FOR PARKING STRUCTURE G3, CSUN - DESIGN OF IMPROVEMENTS TO ON-CAMPUS ENTRANCE, EXIT AND SERVICE ROADS AND OFF-SITE STREETS AND INTERSECTIONS FOR THE CONSTRUCTION OF A 1,500-VEHICLE PARKING STRUCTURE INCLUDING B-PERMIT APPROVALS
 - INFRASTRUCTURE IMPROVEMENTS, CSU CHANNEL ISLANDS - UPGRADES AND RESTORATION OF SANITARY SEWER, RECLAIMED WATER, STORM DRAIN, NATURAL GAS AND DOMESTIC WATER DISTRIBUTION SYSTEMS OF A FORMER MEDICAL CAMPUS CONSTRUCTED IN 1937
 - CSU CHANNEL ISLANDS UTILITY MASTER PLAN AND COST STUDY, CAMARILLO - PREPARATION OF MASTER PLAN OF UTILITIES FOR UPGRADE, REPAIRS AND RESTORATION OF A FORMER MEDICAL CAMPUS CONSTRUCTED IN 1937
 - COLORADO BOULEVARD SIDEWALK IMPROVEMENTS, PASADENA - DESIGN OF STREET IMPROVEMENTS ADJACENT TO PASADENA CITY COLLEGE AS PART OF A LARGER CAMPUS FRONTAGE IMPROVEMENT PLAN
 - STORM DAMAGED SLOPE REPAIRS, LA CAÑADA FLINTRIDGE - DESIGN OF VARIOUS REPAIRS TO STORM DAMAGED SLOPES AND EMBANKMENTS
 - SEDCO DRAIN, LAKE ELSINORE - DESIGN OF A 72-INCH REINFORCED CONCRETE PIPE STORM DRAIN PLANNED TO DIVERT FLOW AROUND LAKE ELSINORE HIGH SCHOOL
 - SYLMAR METROLINK STATION, SYLMAR - PROJECT ENGINEERING AND CONSTRUCTION MANAGEMENT FOR THE ENGINEERING SUPPORT PHASES OF THE SYLMAR METROLINK STATION, DESIGN REVISIONS, COORDINATION WITH SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, CITY OF LA, LOS ANGELES COUNTY AND CITY OF SAN FERNANDO
 - HARBOR FREEWAY WIDENING - CONSTRUCTION MANAGEMENT AND ENGINEERING DESIGN SUPPORT FOR THE WIDENING OF THE HARBOR FREEWAY TO ACCOMMODATE AN HOV LANE

8.2.1.3 REFERENCES

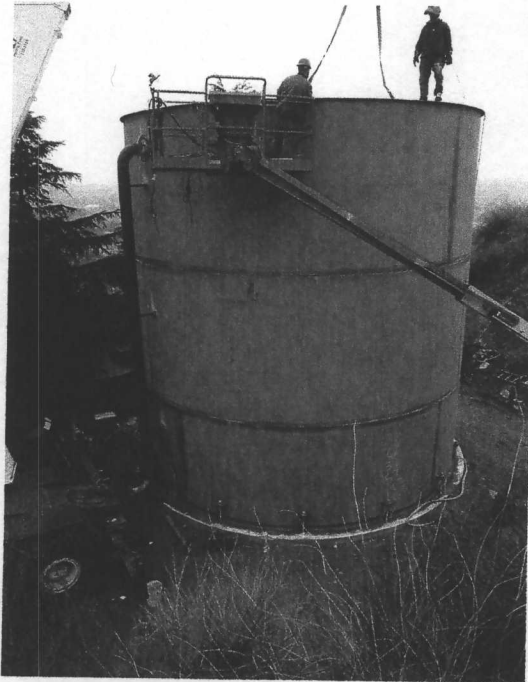
CIVIL CITY OF LOS ANGELES, DEPARTMENT OF PARKS & RECREATION



- EUGENE DEBS PARK, WATER SYSTEMS AND ENTRANCE ROAD IMPROVEMENTS
- THE SCOPE OF THIS PROJECT INCLUDED THE DESIGN OF AN UPGRADE TO AN EXISTING FIRE PROTECTION WATER SUPPLY SYSTEMS AND IRRIGATION WATER SUPPLY SYSTEM IN ACCORDANCE WITH CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER STANDARDS. THE UPGRADES ARE INTENDED TO ENHANCE THE ABILITY OF THE FIRE DEPARTMENT TO FIGHT FIRES THROUGHOUT THE PARK WHICH IS HEAVILY WOODED AND COVERS HUNDREDS OF ACRES IN A HILLSIDE AREA. AN EXISTING POND AT THE HIGHEST ELEVATION IN THE PARK IS TO BE USED FOR WATER STORAGE. THE PROJECT ALSO INCLUDED REPAIRS AND IMPROVEMENTS TO THE PARK'S MAIN ROADWAY, WHICH HAD BECOME DAMAGED DUE TO EARTH MOVEMENT. THE ROAD WINDS AROUND A PROMINENT HILLSIDE AND PASSES THROUGH ALTERNATING LENGTHS OF CUT AND FILL. LENGTHS OF ROAD BUILT ON FILL HAVE GENERALLY DETERIORATED. THESE LENGTHS REQUIRE REGRADING AND RECONSTRUCTION OF THE PAVEMENT.
- JOHN KELLY WAS INVOLVED IN THIS PROJECT.
- MR. MEL BILOW, P.E.
 MEL BILOW & ASSOCIATES
 818.845.6433

8.2.1.3 REFERENCES

CIVIL CITY OF LOS ANGELES, DEPARTMENT OF PARKS & RECREATION

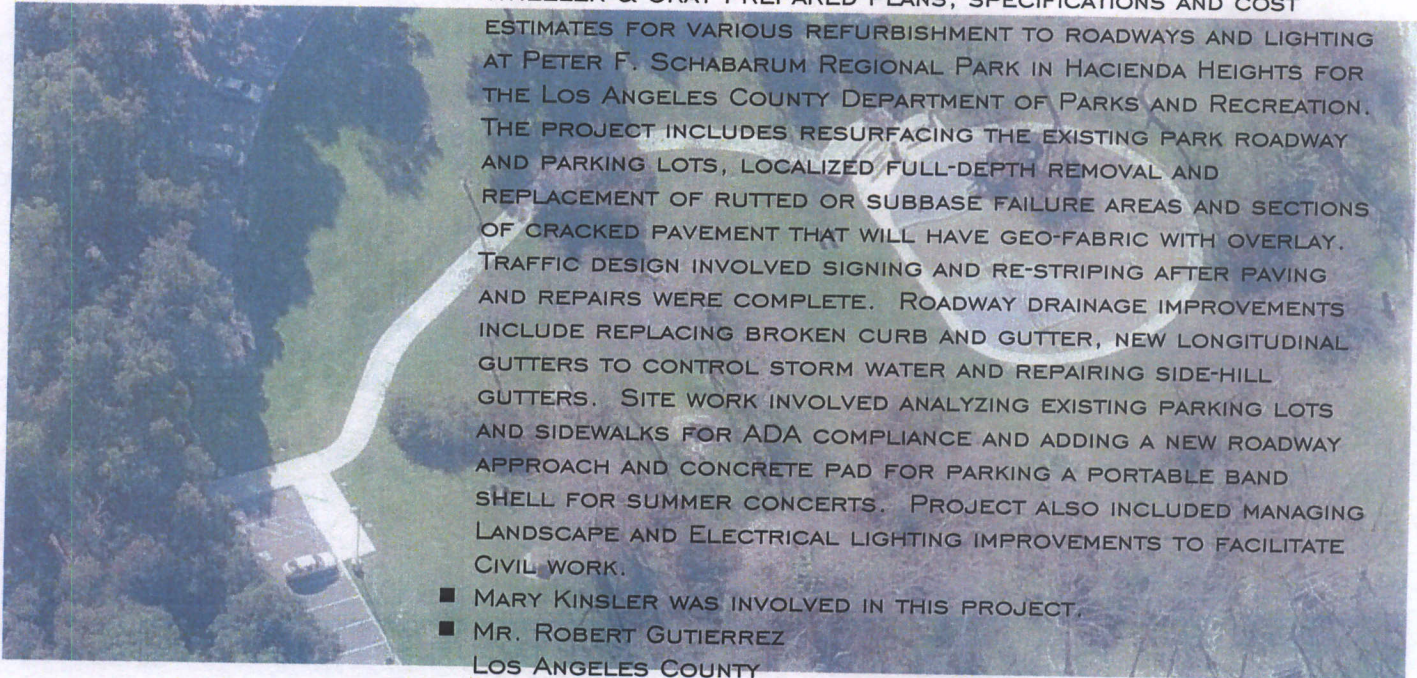


- WILLIAM S. HART PARK TANK REPLACEMENT, SANTA CLARITA
- REPLACEMENT OF 100,000 GALLON DOMESTIC WATER STORAGE TANK AT WILLIAM S. HART PARK IN SANTA CLARITA. THE REPLACEMENT WAS REQUIRED BECAUSE THE ORIGINAL TANK WAS DAMAGED DURING THE 1994 NORTHRIDGE EARTHQUAKE. ITS STORAGE CAPACITY WAS LIMITED TO HALF OF ITS VOLUME, AND THE COUNTY FIRE DEPARTMENT ISSUED AN ORDER TO RESTORE THE TANK TO ITS FULL CAPACITY. PLAN CHECK AND APPROVALS WERE REQUIRED FROM THE LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING, THE LOS ANGELES COUNTY FIRE DEPARTMENT AND THE CALIFORNIA STATE DEPARTMENT OF HEALTH. THE DEPARTMENT OF PARKS AND RECREATION REVIEWED THE DRAWINGS INTERNALLY.
- JOHN KELLY WAS INVOLVED IN THIS PROJECT.
- MR. ROBERT MERRIMAN
LOS ANGELES COUNTY
DEPARTMENT OF PARKS AND RECREATION
661.257.4050, EXT 236

8.2.1.3 REFERENCES

CIVIL CITY OF LOS ANGELES, DEPARTMENT OF PARKS & RECREATION

- PETER F. SCHABARUM REGIONAL PARK, ROADWAY AND LIGHTING REFURBISHMENT
- WHEELER & GRAY PREPARED PLANS, SPECIFICATIONS AND COST ESTIMATES FOR VARIOUS REFURBISHMENT TO ROADWAYS AND LIGHTING AT PETER F. SCHABARUM REGIONAL PARK IN HACIENDA HEIGHTS FOR THE LOS ANGELES COUNTY DEPARTMENT OF PARKS AND RECREATION. THE PROJECT INCLUDES RESURFACING THE EXISTING PARK ROADWAY AND PARKING LOTS, LOCALIZED FULL-DEPTH REMOVAL AND REPLACEMENT OF RUTTED OR SUBBASE FAILURE AREAS AND SECTIONS OF CRACKED PAVEMENT THAT WILL HAVE GEO-FABRIC WITH OVERLAY. TRAFFIC DESIGN INVOLVED SIGNING AND RE-STRIPING AFTER PAVING AND REPAIRS WERE COMPLETE. ROADWAY DRAINAGE IMPROVEMENTS INCLUDE REPLACING BROKEN CURB AND GUTTER, NEW LONGITUDINAL GUTTERS TO CONTROL STORM WATER AND REPAIRING SIDE-HILL GUTTERS. SITE WORK INVOLVED ANALYZING EXISTING PARKING LOTS AND SIDEWALKS FOR ADA COMPLIANCE AND ADDING A NEW ROADWAY APPROACH AND CONCRETE PAD FOR PARKING A PORTABLE BAND SHELL FOR SUMMER CONCERTS. PROJECT ALSO INCLUDED MANAGING LANDSCAPE AND ELECTRICAL LIGHTING IMPROVEMENTS TO FACILITATE CIVIL WORK.



- MARY KINSLER WAS INVOLVED IN THIS PROJECT.
- MR. ROBERT GUTIERREZ
 LOS ANGELES COUNTY
 DEPARTMENT OF PARKS AND RECREATION
 213.847.8282

8.2.1.4 PROOF OF SUBCONTRACTOR PAYMENT

AS PROOF OF PAYMENT TO SUBCONTRACTORS, CUMMINGS CURLEY AND ASSOCIATES, INC. SHALL PROVIDE TO THE CITY OF LONG BEACH A LETTER SIGNED BY THE SUB-CONSULTANT INDICATING THEY HAVE RECEIVED PAYMENT FROM CUMMINGS CURLEY AND ASSOCIATES FOR SERVICES PROVIDED.

8.2.1.5 SUBCONTRACTOR INSURANCE

PRIOR TO COMMENCEMENT OF WORK, CERTIFICATES OF SUBCONTRACTOR'S INSURANCE SHALL BE OBTAINED AS REQUIRED BY THE CITY OF LONG BEACH.

8.3 REFERENCES

CITY OF AZUSA

- SAN GABRIEL AVENUE AND AZUSA ROAD STREETScape BETWEEN 8TH STREET AND SOUTHERN PACIFIC RIGHT OF WAY
- OCTOBER 2008 THROUGH LATE 2010 (ANTICIPATED)
- PLANTING DESIGN AND DEVELOPMENT OF IRRIGATION SYSTEMS, BIDDING AND NEGOTIATION ASSISTANCE TO THE GOVERNING AGENCY
- ROBERT CURLEY AND RAMIRO ARROYO WERE BOTH INVOLVED ON THIS PROJECT.
- MR. CARL E. HASSEL, P.E., M. ASCE
ASSISTANT DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
CITY OF AZUSA
626.812.5064

BOULEVARDS AT SOUTH BAY, CARSON

- 130-ACRE MIXED-USE DEVELOPMENT TO BE BUILT ON A LANDFILL. DEVELOPMENT INCLUDES PLANNED OPEN SPACE, STREETScape, PEDESTRIAN CONNECTIONS AND CORRIDORS AS WELL AS RETAIL AND HOSPITALITY CENTERS, AN ENTERTAINMENT COMPLEX AND MULTI-FAMILY HOUSING.
- 2007 THROUGH 2014 (ANTICIPATED)
- DESIGN DEVELOPED IN COORDINATION WITH THE DEPARTMENT OF TOXIC SUBSTANCE'S CONTROL, UNIQUE AND INNOVATIVE IRRIGATION SYSTEMS FOR THE CONTROL AND DISTRIBUTION OF IRRIGATION WATER OVER THE LANDFILL, CLOSE COORDINATION WITH PROJECT CIVIL ENGINEER PARTICULARLY AS RESPECTS THE LAND-FILL MEMBRANE BETWEEN COVER SOIL CAP AND TRASH AS WELL AS CUSTOM AND UNIQUE INSTALLATION DETAILS FOR PLANT MATERIAL AND IRRIGATION SYSTEMS TO PREVENT BREAKAGE AND LEAKS DUE TO DIFFERENTIAL SETTLEMENT TO THE SITE OVER ITS LIFE SPAN.
- ROBERT CURLEY AND RAMIRO ARROYO ARE BOTH INVOLVED ON THIS PROJECT.
- MR. JIM CONNELLY, AIA
ARCHITECT
NADEL ARCHITECTURE, INC.
619.232.8424

CITY OF GLENDALE

- MAPLE PARK REMODEL AND RENOVATION
- MAY 2009 THROUGH MID-2010 (ANTICIPATED)
- PLANTING DESIGN AND DEVELOPMENT OF IRRIGATION SYSTEMS, BIDDING AND NEGOTIATION ASSISTANCE TO THE GOVERNING AGENCY
- ROBERT CURLEY AND RAMIRO ARROYO WERE BOTH INVOLVED ON THIS PROJECT.
- MR. DAVID MATHISON
PRINCIPAL
FLEWELLING AND MOODY ARCHITECTS
626.449.6787

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS

- DESIGN AND LAYOUT TO CONVERT EXISTING SYSTEM TO RECLAIMED WATER SYSTEM FOR CAMPUS-WIDE LANDSCAPE IRRIGATION.
- PROJECT WAS DESIGNED IN 2008 AND IMPLEMENTATION WAS SCHEDULED FOR 2009, HOWEVER, CHANGES TO THE SCHOOL'S BUDGET REQUIRED IMPLEMENTATION TO BE POSTPONED.
- LANDSCAPE IRRIGATION DESIGN AND LAYOUT REQUIRING A WORKING KNOWLEDGE OF CONSTRAINTS FOR USE AND DISTRIBUTION OF RECLAIMED WATER.
- ROBERT CURLEY AND RAMIRO ARROYO WERE BOTH INVOLVED ON THIS PROJECT.
- MS. DEBORAH WYLIE
ASSISTANT VICE PRESIDENT, FACILITIES
CALIFORNIA STATE UNIVERSITY, CHANNEL ISLANDS
805.437.3422

CITY OF MISSION VIEJO

- MEDIAN RENOVATION, LOS ALISO PARKWAY AND JERONIMO ROAD
- MARCH 2007 THROUGH OCTOBER 2009
- PLANTING DESIGN AND DEVELOPMENT OF IRRIGATION SYSTEMS, BIDDING AND NEGOTIATION ASSISTANCE TO THE GOVERNING AGENCY
- ROBERT CURLEY AND RAMIRO ARROYO WERE BOTH INVOLVED ON THIS PROJECT.
- MR. KEITH RATTAY
DIRECTOR OF PUBLIC WORKS
CITY OF MISSION VIEJO
949.470.3018

CITY OF PALM DESERT

- MEDIAN MODIFICATIONS ON MONTEREY AVENUE BETWEEN DINAH SHORE DRIVE AND 35TH AVENUE
- MAY 2006 THROUGH AUGUST 2008
- PLANTING DESIGN AND DEVELOPMENT OF IRRIGATION SYSTEMS, BIDDING AND NEGOTIATION ASSISTANCE TO THE GOVERNING AGENCY
- ROBERT CURLEY WAS INVOLVED ON THIS PROJECT.
- MR. SPENCER KNIGHT
LANDSCAPE MANAGER
CITY OF PALM DESERT
760.776.6450

8.4 BUSINESS LICENSE

CUMMINGS CURLEY AND ASSOCIATES HOLDS A CURRENT BUSINESS LICENSE IN THE CITY OF LONG BEACH.

COST

9. COST

9.1 ALL PROPOSED COSTS (PAGES 25 AND 26 OF THIS SUBMITTAL) HAVE BEEN SUBMITTED UNDER SEPARATE COVER AS DIRECTED IN 4.10 OF THE CITY OF LONG BEACH RFP NUMBER PRM 10-011 RELEASED ON JANUARY 6, 2010.





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: 

Company: Cummings Carley and Associates

Date: 01/27/2010

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

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

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

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

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

Answer: See #3 response.

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

Answer: See #3 response.

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

Answer: See #3 response.

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

Answer: See #3 response.

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

Answer: See #3 response.

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

Answer: See #3 response.

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

Answer: See #3 response.

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

Answer: See #3 response.

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

Answer: See #3 response.

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

Answer: See #3 response.

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

Answer: Yes

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

Answer: Not applicable.

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

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

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

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

8. **Question:** **Attachment C:** Attachment C has been listed as "Sample Only". Please clarify whether this Attachment C should be submitted along with any cost proposal information.

Answer: No.

9. **Question:** Is there going to be any work for Geotechnical Engineering or Construction Materials Testing and Inspection?

Answer: No.

10. **Question:** We assume page 1 of 13 needs to be filled in and signed. Is there a specific place in the proposal that it needs to be included or can it be included after the attachments?

Answer: Yes.

11. **Question:** Pg 10 - what is a technical environment?

Answer: Not applicable.

12. **Question:** The RFQ asks for sub contractors also (I was going to list Civil, survey, environmental, architecture, electrical, cost estimating) – (A) do we want LEED? Without a target, I can list a lot of folks, but wanted to be concise in our response; it was getting lengthy. (B) Can I assume that if we are able to go back to say, Scherer Park, that the Architect would take the building responsibility and build a sub-team under architecture at that time?

Answer: (A) Your listed subs, noted in your question, will suffice.
(B) No. Landscape Architect to be the lead – all projects will be landscape architect approving projects.

13. **Question:** **Technical Proposal:** Section 4.5 of the RFP says, "The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order." Is there a preferred proposal organization that lists the sections that should be followed?

Answer: No.

14. **Question:** Number of employees both locally and nationally. What is the definition of locally (within Los Angeles, or within Southern California)?

Answer: Los Angeles.

15. **Question:** Section 4.6: it states that colored displays and promotional materials are not necessary or desired. Does this mean that the City doesn't want to see samples of our work? Will including samples be inappropriate for this RFP?

Answer: No.

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

Answer: No.

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

Answer: Yes.

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

Answer: Yes.

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

Answer: Not applicable.

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

Answer: Yes.

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

Answer: Yes.

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

Acknowledged By: 

Company: Cummings Curley and Associates

Date: 01/27/2010

EXHIBIT “B”

Rates or Charges

COST

9. COST

9.1 FIXED FEE

FIXED FEES MAY BE NEGOTIATED BETWEEN THE CITY OF LONG BEACH AND CUMMINGS CURLEY AND ASSOCIATES ON A PROJECT-BY-PROJECT BASIS WHEN A DEFINED SCOPE IS AVAILABLE.

HOURLY RATES

SERVICES, AS OUTLINED IN THE SCOPE FOR EACH PROJECT, WILL BE BILLED AT THE FOLLOWING HOURLY RATES:

CATEGORY	HOURLY RATE	DESCRIPTION
PRINCIPAL	\$165	TYPICALLY INCLUDES PROJECT KICK-OFF MEETINGS, PUBLIC MEETINGS, DESIGN DEVELOPMENT, OVERSIGHT OF TECHNICAL DRAWINGS, CONTRACTOR MEETINGS, CONSTRUCTION OBSERVATION. MAY INCLUDE RESPONSES TO RFI FROM CONTRACTOR, PHONE COORDINATION, OVERSIGHT OF TECHNICAL STAFF.
PROJECT LANDSCAPE ARCHITECT	\$95	TYPICALLY INCLUDES SOME DESIGN DEVELOPMENT, PROJECT TEAM MEETINGS, DEVELOPMENT OF DESIGN DEVELOPMENT DOCUMENTS, DEVELOPMENT OF CONSTRUCTION DOCUMENTS, PHONE COORDINATION. MAY INCLUDE PUBLIC MEETINGS, CLIENT MEETINGS, CONTRACTOR MEETINGS, RESPONSES TO RFI FROM CONTRACTOR.
CAD OPERATOR / TECHNICIAN	\$70	CADD
CLERICAL	\$50	DEVELOPMENT OF OR REVISION OF SPECIFICATIONS, DEVELOPMENT OF REQUIRED PROJECT DOCUMENTS.

REIMBURSABLE EXPENSES - PLOTS

HOURLY RATES INCLUDE THE COST OF ALL DRAFT AND/OR CHECK COMPUTER PLOTS REQUIRED FOR INTERFACE OR COORDINATION DURING THE STAGES OF DESIGN AND DOCUMENT DEVELOPMENT. REIMBURSEMENT SHALL BE REQUESTED FOR FINAL COMPUTER PLOTTING FOR JURISDICTIONAL APPROVAL SUBMITTALS, BIDDING, CONSTRUCTION PHASES OR FINAL SETS REQUESTED BY THE CITY OF LONG BEACH FOR THEIR USE. SUCH IN-HOUSE PLOTTING SHALL BE BILLED AT THE FOLLOWING RATES:

BLACK & WHITE BOND:	\$12	BLACK & WHITE	\$30
	PER SHEET	VELLUM:	PER SHEET
COLOR BOND:	\$30	COLOR GLOSSY:	\$75
	PER SHEET		PER SHEET

REIMBURSABLE EXPENSES - PRINTS, OVERNIGHT OR DELIVERY BY OTHERS

IF THE CITY OF LONG BEACH HAS AN ACCOUNT WITH A REPRODUCTION COMPANY AND PREFERS THEIR ACCOUNT BE USED BY CITY VENDORS FOR PLOTS, PRINTS, COPIES, DELIVERY OR OTHER SERVICES RELATED TO CITY PROJECTS, CUMMINGS CURLEY AND ASSOCIATES IS WILLING TO ADHERE TO THOSE ARRANGEMENTS.

CUMMINGS CURLEY ASSOCIATES USES FORD GRAPHICS, DAISY STREET, LONG BEACH, FOR THEIR REPROGRAPHIC AND SIMILAR SERVICES. REIMBURSEMENT SHALL BE REQUESTED AT 1.0 TIMES DIRECT COST FOR THESE COSTS, OVERNIGHT DELIVERY AND OUT-OF-POCKET COSTS INCURRED AT THE REQUEST OF THE CITY OF LONG BEACH.

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: Cummings Curley and Associates, Inc. Federal Tax ID No. 
Address: 31233 Long Beach Blvd, F13
City: Long Beach State: CA ZIP: 90807-4015
Contact Person: Elayne Curley Telephone: 562-424-8182
Email: elayne@cummingscurley.com Fax: 562-424-8181

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE N/A

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 10th day of February, 2011, at Long Beach, CA

Name Robert L Curley

Signature 


Title Pres/CEO

Federal Tax ID No. 

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: Robert L Curley Title: Pres/CEO

Signature:  Date: 2/10/2011

Business Entity Name: Cummings Curley and Associates, Inc.