



1                   1.2     Consultant may select the time and place of performance  
2 hereunder provided, however, that access to City documents, records, and the like, if  
3 needed by Consultant, shall be available only during City's normal business hours and  
4 provided that milestones for performance, if any, are met.

5                   1.3     Consultant has requested to receive regular payments. City  
6 shall pay Consultant within thirty (30) days following receipt from Consultant and approval  
7 by City of invoices showing the services or task performed, the time expended (if billing is  
8 hourly), and the name of the Project. Consultant shall certify on the invoices that  
9 Consultant has performed the services in full conformance with this Agreement and is  
10 entitled to receive payment. Each invoice shall be accompanied by a progress report  
11 indicating the progress to date of services performed and covered by said invoice,  
12 including a brief statement of any Project problems and potential causes of delay in  
13 performance, and listing those services that are projected for performance by Consultant  
14 during the next invoice cycle. Where billing is done and payment is made on an hourly  
15 basis, the parties acknowledge that such arrangement is either customary practice for  
16 Consultant's 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                   1.4     Consultant represents that Consultant has obtained all  
19 necessary information on conditions and circumstances that may affect performance  
20 hereunder and has conducted site visits, if necessary.

21                   1.5     **CAUTION:** Consultant shall not begin work until this  
22 agreement has been signed by both parties and until Consultant's evidence of insurance  
23 has been delivered to and approved by the City.

24                   2.     TERM. The term of this Agreement shall commence on October 1,  
25 2008, and shall terminate on September 30, 2009, unless sooner terminated as provided  
26 in this Agreement, or unless the services or the Project is completed sooner. The City in  
27 its Sole discretion, may extend this Agreement for two (2) additional one-year periods.

28                   3.     COORDINATION AND ORGANIZATION.

1                   3.1     Consultant shall coordinate performance hereunder with the  
2 Maintenance Operations Bureau Manager ("MOB Manager") or his designee. Consultant  
3 shall advise and inform MOB Manager of the work in progress on the Project in sufficient  
4 detail so as to assist MOB Manager in making presentations and in holding meetings on  
5 the Project.

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

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

24                  5.1     Commercial general liability insurance (equivalent in scope to  
25 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million  
26 Dollars (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000) general  
27 aggregate. Such coverage shall include but not be limited to broad form contractual  
28 liability, cross liability, independent contractors liability, and products and completed

1 operations liability. The City, its officials, employees and agents shall be named as  
2 additional insureds by endorsement (on City's endorsement form or on an endorsement  
3 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
4 shall contain no special limitations on the scope of protection given to the City, its  
5 officials, employees and agents.

6                   5.2 Workers' Compensation insurance as required by the Labor  
7 Code of the State of California and employer's liability insurance in an amount not less  
8 than One Million Dollars (\$1,000,000).

9                   5.3 Professional liability or errors and omissions insurance in an  
10 amount not less than One Million Dollars (\$1,000,000) per claim.

11                   5.4 Commercial automobile liability insurance (equivalent in scope  
12 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less  
13 than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.

14                   Any self-insurance program, self-insured retention, or deductible must be  
15 separately approved in writing by City's Risk Manager or designee and shall protect City,  
16 its officials, employees and agents in the same manner and to the same extent as they  
17 would have been protected had the policy or policies not contained retention or  
18 deductible provisions. Each insurance policy shall be endorsed to state that coverage  
19 shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written  
20 notice to City, and shall be primary and not contributing to any other insurance or self-  
21 insurance maintained by City. Consultant shall notify the City in writing within five (5)  
22 days after any insurance required herein has been voided by the insurer or cancelled by  
23 the insured. If this coverage is written on a "claims made" basis, it must provide for an  
24 extended reporting period of not less than one year, commencing on the date this  
25 Agreement expires or is terminated, unless Consultant guarantees that Consultant will  
26 provide to the City evidence of uninterrupted, continuing coverage for a period of not less  
27 than three (3) years, commencing on the date this Agreement expires or is terminated.

28                   Consultant shall require that all contractors and subcontractors which

1 Contractor uses in the performance of services hereunder maintain insurance in  
2 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or  
3 designee. Prior to the start of performance, Consultant shall deliver to City certificates of  
4 insurance and required endorsements for approval as to sufficiency and form. In  
5 addition, Consultant, shall, within thirty (30) days prior to expiration of the insurance  
6 required herein, furnish to City certificates of insurance and endorsements evidencing  
7 renewal of such insurance. City reserves the right to require complete certified copies of  
8 all policies of Consultant and Consultant's contractors and subcontractors, at any time.  
9 Consultant shall make available to City's Risk Manager or designee all books, records  
10 and other information relating to the insurance coverage required herein, during normal  
11 business hours.

12 Any modification or waiver of the insurance requirements herein shall only  
13 be made with the approval of City's Risk Manager or designee. Not more frequently than  
14 once a year, the City's Risk Manager or designee may require that Consultant,  
15 Consultant's contractors and subcontractors change the amount, scope or types of  
16 coverages required herein if, in his or her sole opinion, the amount, scope, or types of  
17 coverages herein are not adequate. The procuring or existence of insurance shall not be  
18 construed or deemed as a limitation on liability relating to Consultant's performance or as  
19 full performance of or compliance with the indemnification provisions of this Agreement.

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

1 by reason of such attempted assignment or delegation. Furthermore, Consultant shall  
2 not subcontract any portion of the performance required hereunder without the prior  
3 approval of the City Manager or designee, nor substitute an approved subcontractor  
4 without said prior approval to the substitution. Nothing stated in this Section 6 shall  
5 prevent Consultant from employing as many employees as Consultant deems necessary  
6 for performance of this Agreement.

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

13           8. MATERIALS. Consultant shall furnish all labor and supervision,  
14 supplies, materials, tools, machinery, equipment, appliances, transportation, and services  
15 necessary to or used in the performance of Consultant's obligations hereunder.

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

27           10. TERMINATION. Either party shall have the right to terminate this  
28 Agreement for any reason or no reason at any time by giving thirty (30) calendar days

1 prior notice to the other party. In the event of termination under this Section, City shall  
2 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
3 date of termination for which Consultant has not been previously paid. The procedures  
4 for payment in Section 1.3 with regard to invoices shall apply. On the effective date of  
5 termination, Consultant shall deliver to City all Data developed or accumulated in the  
6 performance of this Agreement, whether in draft or final form, or in process. And,  
7 Consultant acknowledges and agrees that City's obligation to make final payment is  
8 conditioned on Consultant's delivery of the Data to the City.

9 11. CONFIDENTIALITY. Consultant shall keep the Data confidential  
10 and shall not disclose the Data or use the Data directly or indirectly other than in the  
11 course of services provided hereunder during the term of this Agreement and for five (5)  
12 years following expiration or termination of this Agreement. In addition, Consultant shall  
13 keep confidential all information, whether written, oral, or visual, obtained by any means  
14 whatsoever in the course of Consultant's performance hereunder for the same period of  
15 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for  
16 Consultant's own benefit or the benefit of others except for the purpose of this  
17 Agreement.

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

24 13. ADDITIONAL COSTS AND REDESIGN.

25 13.1 Any costs incurred by the City due to Consultant's failure to  
26 meet the standards required by the Scope of Work or Consultant's failure to perform fully  
27 the tasks described in the Scope of Work which, in either case, causes the City to  
28 request that Consultant perform again all or a part of the Scope of Work shall be at the

1 sole cost of Consultant and City shall not pay any additional compensation to Consultant  
2 for such re-performance.

3 13.2 If the Project involves construction and the scope of work or  
4 services requires Consultant to prepare plans and specifications with an estimate of the  
5 cost of construction, then Consultant may be required to modify the plans and  
6 specifications, any construction documents relating to the plans and specifications and  
7 Consultant's cost estimate. However, any estimates of construction costs prepared by  
8 Consultant for city with respect to projects represent Consultant's best judgment as a  
9 professional familiar with the construction industry. It is recognized further that  
10 Consultant has no control over the cost of labor, materials or equipment, over the  
11 construction subcontractor's methods of determining bid prices, or over competitive  
12 bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not  
13 warrant or represent that bids or negotiated prices for the construction of the project will  
14 not vary from City's project budget or from any estimate of construction costs or  
15 evaluation prepared or agreed to by Consultant.

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

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

24 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
25 constitutes the entire understanding between the parties and supersedes all other  
26 agreements, oral or written, with respect to the subject matter herein.

27 17. INDEMNITY. Consultant shall, with respect to services performed in  
28 connection with this Agreement, indemnify and hold harmless the City, its Boards,

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

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

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

24           20. NONDISCRIMINATION. In connection with performance of this  
25 Agreement and subject to applicable rules and regulations, Consultant shall not  
26 discriminate against any employee or applicant for employment because of race, religion,  
27 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,  
28 handicap, or disability. Consultant shall ensure that applicants are employed, and that

1 employees are treated during their employment, without regard to these bases. Such  
2 actions shall include, but not be limited to, the following: Employment, upgrading,  
3 demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of  
4 pay or other forms of compensation, and selection for training, including apprenticeship.

5 It is the policy of City to encourage the participation of Disadvantaged,  
6 Minority and Women-owned Business Enterprises in City's procurement process, and  
7 Consultant agrees to use its best efforts to carry out this policy in its use of  
8 subconsultants and contractors to the fullest extent consistent with the efficient  
9 performance of this Agreement. Consultant may rely on written representations by  
10 subcontractors regarding their status. Consultant shall report to City in May and in  
11 December or, in the case of short-term agreements, prior to invoicing for final payment,  
12 the names of all subconsultants and contractors hired by Consultant for this Project and  
13 information on whether or not they are a Disadvantaged, minority or Woman-owned  
14 Business Enterprise, as defined in Section 8 of the Small Business Act 915 U.S.C. Sec.  
15 637).

16 21. NOTICES. Any notice or approval required hereunder by either  
17 party shall be in writing and personally delivered or deposited in the U.S. Postal Service,  
18 first class, postage prepaid, addressed to Consultant at: Lenny Arkinstall Sr., dba The  
19 Los Cerritos Wetlands Stewardship, Inc., P.O. Box 81, Sunset Beach, California 90702  
20 with a Copy to, Lenny Arkinstall Sr., dba The Los Cerritos Wetlands Stewardship, Inc.,  
21 6289 E. Pacific Coast Highway, Slip F39, Long Beach, CA 90803; and to the City at 333  
22 West Ocean Boulevard, Long Beach, California 90802, Attention: City Manager, with a  
23 copy to the Maintenance Operations Bureau Manager at 7600 E. Spring Street, #C, Long  
24 Beach, CA 90815. Notice of change of address shall be given in the same manner as  
25 stated herein for other notices. Notice shall be deemed given on the date deposited in  
26 the mail or on the date personal delivery is made, whichever occurs first.

27 22. COPYRIGHTS AND PATENT RIGHTS.

28 22.1 Consultant shall place the following copyright protection on all

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

1 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.  
2                   22.2 City reserves the exclusive right to seek and obtain a patent  
3 or copyright registration on any Data or other result arising from Consultant's  
4 performance of this Agreement. By executing the Agreement, consultant assigns any  
5 ownership interest Consultant may have in the Data to the City.  
6                   22.3 Consultant warrants that the Data does not violate or infringe  
7 any patent, copyright, trade secret or other proprietary right of any other party.  
8 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and  
9 employees harmless from any and all claims, demands, damages, loss, liability, causes  
10 of action, costs or expenses (including reasonable attorneys' fees) whether or not  
11 reduced to judgment, arising from any breach or alleged breach of warranty.  
12                   23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
13 that Consultant has not employed or retained any entity or person to solicit or obtain this  
14 Agreement and that Consultant has not paid or agreed to pay any entity or person any  
15 fee, commission, or other monies based on or from the award of this Agreement. If  
16 Consultant breaches this warranty, City shall have the right to terminate this Agreement  
17 immediately notwithstanding the provisions of Section 10 hereof or, in its discretion, to  
18 deduct from payments due under this Agreement or otherwise recover the full amount of  
19 such fee, commission, or other monies.  
20                   24. WAIVER. The acceptance of any services or the payment of any  
21 money by City shall not operate as a waiver of any provision of this Agreement, or of any  
22 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
23 Agreement shall not constitute a waiver of any other or subsequent breach of this  
24 Agreement.  
25                   25. CONTINUATION. Termination or expiration of this Agreement shall  
26 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
27 17, 19 and 27 prior to termination or expiration of this Agreement.  
28                   26. TAX REPORTING. As required by federal and state law, City is

1 obligated to and will report the payment of compensation to Consultant on Form 1099-  
2 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
3 resulting from payments under this Agreement. Consultant's Employer Identification  
4 Number is [REDACTED]. If Consultant has a Social Security Number rather than  
5 an Employer Identification Number, then Consultant shall submit that Social Security  
6 Number in writing to City's Accounts Payable, Department of Financial Management.  
7 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
8 Consultant provides one of these numbers.

9           27. ADVERTISING. Consultant shall not use the name of City, its  
10 officials or employees in any advertising or solicitation for business, nor as a reference,  
11 without the prior approval of the City Manager or designee.

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

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

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

LENNY ARKINSTALL DBA LOS CERRITOS WETLANDS, INC., a California corporation

Dec 10, 2009 By [Signature]  
President

LEONARD ARKINSTALL  
Type or Print Name

Dec 10, 2009 By [Signature]  
Secretary

EUGENE ANDERSON  
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

April 6, 2009 By [Signature]  
Assistant City Manager  
City Manager

"City"

**EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

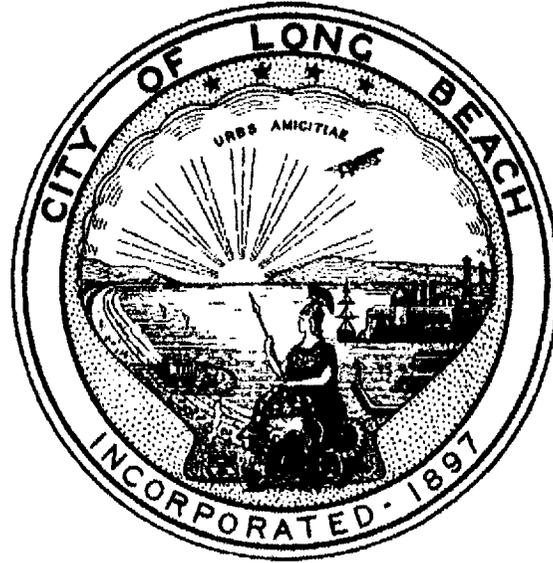
This Agreement is approved as to form on March 5, 2008

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

**City of Long Beach  
Parks, Recreation and Marine Department  
Maintenance Operations Bureau**



**Request for Proposal  
Maintenance and Management of  
Environmentally Sensitive Areas**

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## **1. INTRODUCTION**

The City of Long Beach is the fifth largest City in the State of California. In addition to the usual municipal services, the City of Long Beach owns and operates one of the largest ports in the world, offshore and onshore oil productions, two historic ranchos and several municipal marinas. The City is also responsible for the maintenance and management of several ecological reserves and over 11 miles of beaches.

The ranchos, marinas, ecological reserves and beaches fall under the responsibility of the Department of Parks, Recreation and Marine. The maintenance and management of these assets are a primary responsibility for the Department. Educating the public with regard to the ecological, environmental and historical value of these areas, while also working closely with neighbors and Council offices to enhance the quality of life in the City of Long Beach, are also essential to the Department's mission.

In order to assure proper stewardship of these valuable resources, the Department of Parks, Recreation and Marine has relied heavily on consultants and outside contractors to manage and maintain those environmentally sensitive portions of its responsibilities. Consultant interface with the Department is with the Maintenance Operations Bureau and the Recreation Bureau's interpretive branch at the El Dorado Park Nature Center. The Department's overall objective is to provide exemplary maintenance, management and development of these sensitive areas, while balancing ecological and environmental concerns with customer and constituent expectations.

The goal of this Request for Proposal (RFP) is to identify and enter into a contract with the most qualified contractor available to provide the full spectrum of services necessary for maintenance, management and consulting services for the on-going protection and vitality of the areas involved.

## **2. REQUIREMENTS FOR SERVICES**

Each submitting firm or firm team must have the capability to provide the full range of required services as detailed in the Scope of WORK for this RFP. If a team of multiple firms is proposed for submittal in response to this RFP, the City requests that an environmental consulting firm be the lead firm of the proposed team.

Previous professional work in the subject areas will be a heavily weighted factor in the selection process. Quality of performance on previous contracts, ability to project manage and meet project schedules and budgets, ability to communicate well with both design and construction personnel, and prior experience with public sector and city staff including the City of Long Beach will be some of the attributes and factors considered.

All firms participating in this RFP process will be required to submit the following information:

- The legal name of your company, address, telephone number, fax number, email address and website.
- The year your present company was established as currently being operated.
- The company's current number of personnel and the high and low variations during the past five years.
- Describe the structure of your organization (i.e., whether an individual, partnership, corporation, joint venture, etc.).
- The firm's current annual dollar volume of work.
- A list of contracts that the firm has had with the City of Long Beach during the past five years.
- The identification of the principal contact with the City along with his/her resume.
- The name, address, telephone number, and email address of the person to whom correspondence should be directed.
- A representative listing of clients that have received similar services as described in this RFP.
- A minimum of 3 references that the Department of Parks, Recreation and Marine may contact concerning your company's performance on other similar contracts. At least two contact reference names per project, titles of contact references, email addresses, phone numbers, including current client references.
- The level of professional liability insurance carried by your firm.
- If a Disadvantaged-, Minority- or Women-Owned Business Enterprise, the list of agencies with whom you are certified. If a DBE, MBE, or WBE and not certified, please indicate such.

### 3. SCHEDULE OF RFP EVENTS

The City reserves the right to amend, withdraw, and cancel this RFP. The City reserves the right to reject all responses to this RFP at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals. The City seeks to select the firm on or about June 2008. In preparation for that action, the following schedule of the events, unless otherwise announced, has been prepared:

- Deadline for submission of Written Questions for this RFP to the City: **May 30, 2008, 2:00pm**(Faxed questions will be accepted).
- Statements of Qualifications and Proposals are due no later than **June 13, 2008, 2:00pm**. Submittals received after the time and date specified will be rejected. No E-Mail submittals will be accepted.
- Notification of the top ranked proposals for oral interview: **Approximately three (3) weeks after receipt of proposals**. Top ranked proposers' Oral Interviews: **Within three (3) weeks of notification to top ranked proposers**.

Prospective firms are encouraged to promptly notify the City of any apparent inconsistencies in this RFP. All requests for clarifications, changes, exceptions or deviations to the Scope of Services or terms and conditions set forth in this RFP must be submitted to:

**Ms. Rosely Gonzalez and Mr. Jeff Edwards**  
Department of Parks, Recreation and Marine  
7600 E. Spring Street  
Long Beach, CA 90815

Fax: (562) 570-1535  
E-mails: [rosely\\_gonzalez@longbeach.gov](mailto:rosely_gonzalez@longbeach.gov) and  
[jeff\\_edwards-longbeach@ca.rr.com](mailto:jeff_edwards-longbeach@ca.rr.com)

The City **may** respond to written questions by issuing a written addendum, which would be posted via the City's website.

#### **4. PERIOD OF PERFORMANCE**

Performance under a contract awarded pursuant to this RFP is intended to commence on or about **July 2008** and for a period of one (1) year with the option of two (2) additional one (1) year period. An overall contract Notice to Proceed will be issued to the successful Proposer subject to successful conclusion of contract negotiations. Individual notices to proceed will subsequently be issued for each as-needed project assignment. The City reserves the right to modify the composition of and the scope of services of this project.

The as-needed services are subject to performance and termination sections described in the Sample Pro Forma Contract in Appendix B.

#### **5. STATEMENT OF QUALIFICATIONS AND PROPOSAL**

**Six (6) bound copy sets** of the Statement of Qualifications and Proposal, including one set containing an original signature (and marked as such), must be submitted no later than **June 13, 2008, 2:00pm**. Proposals received after this time and date will not be accepted and will be returned unopened. All Proposals should be clearly marked and submitted by the due date and time to the following:

**Rosely Gonzalez**  
Bureau Analyst  
City of Long Beach  
Department of Parks, Recreation and Marine  
7600 E. Spring Street  
Long Beach, CA 90815

Attention: Jeff Edwards  
Re: PROPOSAL for RFP  
Maintenance and Management of Environmentally Sensitive Areas

## **6. COST OF RFP PREPARATION**

The City shall not be liable for any pre-contractual expenses incurred by any Proposer or by any selected consultant. Each Proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

1. Preparing Statement of Qualifications and Proposals and related information in response to this RFP.
2. Negotiations with the City on any matter related to this procurement.
3. Costs associated with interviews, meetings, travel or presentations.
4. All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

## **7. WITHDRAWAL OF STATEMENT OF QUALIFICATIONS AND PROPOSAL**

Statement of Qualifications and Proposals may be withdrawn by written notice received by the City at any time prior to the submittal deadline.

## **8. GENERAL TERMS AND CONDITIONS**

Appendix B contains a copy of the anticipated pro forma contract (Agreement).

Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Appendix B in the Proposal Cover letter as a mechanism to expedite the contract negotiation process. The City reserves the right to further clarify the terms and conditions. The intent of the City is to enter into an agreement with the selected consultant as soon as possible after the City Council has approved the selection. In the event of a delay in reaching a contract agreement, the offer of key personnel identified in the RFP shall be valid for 120 days after submittal of the Statement of Qualifications and Proposal.

## **9. KEY PERSONNEL/TEAM ORGANIZATION**

It is imperative that the key personnel providing consulting services have the necessary background, experience, and qualifications. Particular attention should be paid to the selection of the Consultant Team's overall Project Manager. Attention should also be paid to how the various staff personnel, disciplines, and firms will efficiently and effectively integrate and work with one another in providing the City with project services.

The **Consultant Team's Project Manager** shall be the main and active consultant team representative, i.e. the **single point of contact**, who shall be responsible for the

actual day-to-day design operations, implementation, coordination, and overall progress of work. His or her management experience, qualifications, managerial skills, and project availability for the duration of the Agreement should be stated and emphasized.

The City reserves the right to approve any and all key personnel individually for work on this contract. The firm must identify all proposed key personnel. The Statement of Qualifications and Proposal shall include a table of the key personnel (those who report directly to the Consultant Project Manager) including their percentage availability throughout the Agreement's duration.

#### **10. OFFICE LOCATION/TRAVEL**

There is no intention for design consultant personnel to be housed at the City's office. The City does not intend to reimburse the Consultant for personnel relocation under this contract. Specialty staff identified in the proposals that are needed for specific assignments on this contract may, with City approval in advance, be eligible for reimbursement for all normal costs associated with travel outside their home office.

#### **11. CONTRACT SUM**

Respondents to this RFP must submit a specific bid for an annual Contract sum based upon the costs of providing the required services specified in the attached Specifications.

#### **12. PERFORMANCE BOND**

The successful bidder shall submit a Faithful Performance Bond, which is one hundred percent 100% of the annual Contract amount (as indicated on Exhibit C, Summary Sheet, Page 3) to the City Purchasing Agent at the time of the execution of the Contract by the Contractor.

#### **13. CONTRACT PAYMENT**

Payment to Contractor will be made on a monthly basis, and only for services acceptably completed in a timely manner, provided that Contractor is not in default under any provision of the Contract. Contractor shall, in arrears, bill each month for 1/12th of the annual cost, as expressed in the Contractor's Bid.

There shall be no price increases during the initial two-year term of the Contract. At the beginning of a renewal term, the price of the bid items shall be automatically adjusted based on the change in the Consumer Price Index ("CPI).

#### 14. SCOPE OF SERVICES (Scope of Work)

The following is a list of the areas involved including minimum expectations for services required in each area.

- Maintenance and Management of the Golden Shore Marine Biological Reserve

Inspection: The contractor will inspect the Reserve on a daily basis for upland and inter tidal zone debris, litter and graffiti.

Maintenance: The contractor will be expected to remove all debris and litter, including dead fish and fowl, from the site on an as-needed consistent basis. The contractor will assure proper functioning of the debris control boom at the mouth of the site and be responsible for its maintenance. The contractor is also expected to engage in active vegetation control. This may include but not be limited to maintenance of approved plants, removal of invasive and other non-desirable plants and supplying and replanting desirable species as necessary in accordance with an agreed upon planting plan. All maintenance is to be conducted in an ecologically sound and defensible manner under the direction and with the approval of the City's designated contract manager.

Monitoring: The contractor will conduct general cursory monitoring of topography, inter-tidal invertebrates, bird populations and general condition of the site. Any significant change in existing conditions must be reported to City staff with recommendations for addressing identified problems.

Interpretive Responsibilities and Special Events Support: The contractor may be expected to provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.

- Maintenance and Management of the Jack Dunster Marine Biological Reserve

Inspection: The contractor will inspect the Reserve on a daily basis for upland and inter tidal zone debris, litter and graffiti.

Maintenance: The contractor will be expected to remove all debris and litter, including dead fish and fowl, from the site on an as-needed consistent basis. The contractor will assure proper functioning of the debris control boom at the mouth of the site and be responsible for its maintenance. The contractor is also expected to engage in active vegetation control. This may include but not be limited to maintenance of approved plants, removal of invasive and other non-desirable plants and supplying and replanting desirable species as necessary in accordance with an agreed upon planting plan. The contractor

is also expected to maintain the decomposed granite trails and pathways in an optimal and safe condition. Aquatic vegetation will need to be monitored and controlled to maintain outflow and assist with mosquito abatement. Bio-waste may be kept on site. Due to decomposition all mulch in the Reserve should be replaced on a periodic basis, as determined by the City's designated contract manager. It is expected that the contractor will identify exotic weeds and non-desirable plants for the purpose of eradication by herbicide spraying. The contractor may also be expected to oversee and direct spraying efforts. All maintenance is to be conducted in an ecologically sound and defensible manner under the direction and with the approval of the City's designated contract manager.

Irrigation Repair: The contractor will be expected to perform basic irrigation repairs, trouble-shooting and over-all basic maintenance to the system, including controller operation in compliance with all city and state mandates for water conservation. These repairs may include sprinkler head repairs, repairs to irrigation lines up to ¾" and quick-coupler repairs.

Monitoring: The contractor will conduct general cursory monitoring of topography, vegetation, inter tidal invertebrates, bird populations and general condition of the site. Any significant change in existing conditions must be reported to City staff with recommendations for addressing identified problems.

Interpretive Responsibilities and Special Events Support: The contractor is expected to provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.

- Maintenance and Management of the Colorado Lagoon

Inspection: The contractor will inspect the lagoon and its surrounding shore on a daily basis for upland and inter tidal zone debris and litter.

Maintenance: The contractor will be expected to remove all debris and litter, including dead fish and fowl, from the site on an as-needed consistent basis. The contractor will assure proper functioning of the small debris control booms at each storm drain. The removal of unwanted aquatic plants and algae is required on an as-needed basis, typically once per year. Summer months require close cooperation with the existing landscape contractor to prevent landside litter from getting into the lagoon. It is expected that the contractor will identify exotic weeds and non-desirable plants for the purpose of eradication by herbicide spraying. The contractor may also be expected to oversee and direct spraying efforts. All maintenance is to be conducted in an ecologically sound and defensible manner under the direction and with the approval of the City's designated contract manager.

Interpretive Responsibilities and Special Events Support: The contractor is expected to provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.

- Maintenance and Management of the Rainbow Lagoon

Maintenance: The removal of unwanted aquatic plants and algae is required on an as-needed basis, typically once per year. The contractor is expected to assist City Staff and outside contractors with on-going maintenance of the existing seawater pumping system. Scuba diving capability is required. All maintenance is to be conducted in an ecologically sound and defensible manner under the direction and with the approval of the City's designated contract manager.

Monitoring: The contractor will conduct general cursory monitoring inter-tidal invertebrates and water quality. Any significant change in existing conditions must be reported to City staff with recommendations for addressing identified problems.

- Maintenance and Management of the Sims Pond

Inspection: The contractor will inspect the lagoon and its surrounding shore on a daily basis for upland and inter tidal zone debris and litter.

Maintenance: Maintenance of Sims Pond shall be conducted in compliance with the *Sims Pond Maintenance and Management Plan* (see Appendix A). Aquatic vegetation will need to be monitored and controlled to maintain outflow and assist with mosquito abatement. Bio-waste may be kept on site. Due to decomposition all mulch in the area should be replaced on a periodic basis, as determined by the City's designated contract manager. It is expected that the contractor will identify exotic weeds and non-desirable plants for the purpose of eradication by herbicide spraying. The contractor may also be expected to oversee and direct spraying efforts. All maintenance is to be conducted in an ecologically sound and defensible manner under the direction and with the approval of the City's designated contract manager.

Tree Trimming: Some tree trimming may be required in this area to assure access, maintain trail clearance, prevent blocking of outflows and assist with mosquito abatement. City assistance may be provided to assist the contractor with those tasks requiring dedicated equipment and capabilities. Bio-waste may be kept on-site.

Monitoring: The contractor will conduct general cursory monitoring of hydrology (water levels), aquatic life (i.e. mosquito fish) and bird populations. Any significant change in existing conditions must be reported to the City's designated contract manager with recommendations for addressing identified

problems. Under the direct supervision of the City's designated contract manager, the contractor may work closely with City of Long Beach Vector Control to minimize and control those habitat aspects, which support the propagation of mosquitoes.

Interpretive Responsibilities and Special Events Support: The contractor is expected to provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.

- Maintenance and Management of the Pacific and Electric Right-of-Way (PEROW) Greenbelt

Area to be maintained: For the purposes of this contract the area to be maintained is only that portion of the PEROW between Park and Ximeno.

Maintenance: The contractor will be expected to maintain the current native species and vegetation in an esthetically pleasing and environmentally sound manner, while maintaining proper fire lanes and reducing the attractiveness of the area to the transient population. Debris and litter removal will need to take place on a weekly basis. It is expected that the contractor will identify exotic weeds and non-desirable plants for the purpose of eradication by herbicide spraying. The contractor may also be expected to oversee and direct spraying efforts. All maintenance is to be conducted in an ecologically sound and defensible manner under the direction and with the approval of the City's designated contract manager.

Inter-agency cooperation: Close cooperation is required with other agencies such as Long Beach Fire Department, California Department of Fish and Game and local homeowner associations.

- Waterborne debris control and removal at Catalina Landing

The contractor will be expected to work closely with present lessee of the Catalina Terminal facility to reduce the impact of waterborne debris on the esthetics and operation of the commercial harbor. Current efforts include the maintenance and configuration of a floating debris deflection barrier and debris removal following storm events. The provision and use of an adequate vessel for the above-described purposes may be required.

- Waterborne debris control and removal at Rainbow Harbor

The contractor will be expected to assist with and make recommendations regarding waterborne debris removal and management within the Rainbow Harbor. These duties presently include the implementation and evaluation of floating mechanical debris skimmers.

- Debris and Litter removal at Marine Stadium

The contractor will have the responsibility of maintaining the rock revetment surrounding the Marine Stadium free from litter and debris.

- Additional requirements

Communication and Coordination: The contractor is expected to assure that all efforts and communications pertinent to the management of the contracted sites with entities outside the Department of Parks, Recreation and Marine are coordinated with the City's designated contract manager. These entities may include other contractors, other City departments, citizens and community groups and the media. All calls from citizens or citizen groups should be referred to the City's designated contract manager.

It is the duty of the contractor to assist the City by reporting in an expeditious and timely manner maintenance and safety issues and discrepancies, which they may observe, that beyond the scope of the contract. These items may include but not be limited to graffiti; broken or vandalized park accoutrements, such as benches or signage; fencing; etc.

The contractor is expected to attend or have a representative present at those community and/or department meetings pertinent to the areas of responsibility delineated in the contract.

Documentation and Reporting: The contractor shall provide the City's designated contract manager with weekly written reports of tasks accomplished. The frequency of these reports may be reduced at the discretion of the City's designated contract manager. The contractor shall also provide the City with documentation from outside study groups conducted during the execution of interpretive responsibilities and special events support.

Homeless Issues: Homeless individuals periodically occupy a number of the contracted areas. The contractor is expected to coordinate with the City's designated contract manager in addressing this issue. The contractor is required to adhere to City guidelines that require any and all homeless referrals be forwarded via email to Ms. Susan Price, Homeless Services

Officer. Ms. Price may then dispatch street outreach teams in an attempt to engage the homeless for services, and/or move along. If outreach is unsuccessful, law enforcement may become involved prior to clean ups.

PRM is responsible for posting signs prior to removal and storage of belongings that are deemed of value, etc. No removal shall take place prior to appropriate posting. It is the duty of the contractor to notify the City's designated contract manager prior to removal and to adhere to storage guidelines for property at city facility as directed by the contract manager. From my experience, each dept has different policies related to this aspect of it.

## **15. NEGOTIATIONS AND AWARD**

Proposals will be evaluated by a panel comprised of City staff from relevant departments and/or bureaus. The City will negotiate with the person or entity whose Proposal and Statement of Qualifications best meet the needs of the City. These negotiations will address a fair and reasonable price for services to be provided and the terms of any contract to be awarded as a result of this RFP. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms of a contract, then the City will end negotiations with that person/entity and will begin negotiations with the next entity who best meets the needs of the City, and so on until the City and one of the proposers reaches agreement.

## **16. PREPARATION OF STATEMENT OF QUALIFICATIONS AND PROPOSAL**

The Statement of Qualifications and Proposal shall be signed and sealed by a duly authorized official of the prime consulting firm or firms. The Statement of Qualifications and Proposal shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFP.

## **17. REQUIRED FORMAT FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL**

The City requires a specific format for the Statement of Qualifications and Proposal. The Statement of Qualifications and Proposal, not including the Appendices, shall not exceed **15 pages** in length, utilizing 8.5" x 11" pages with one-inch margins. Font size shall be not smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections will not be counted and the creative use of dividers to add information beyond the 15-page limit is highly discouraged. Appendices shall not exceed 10 pages.

- **Cover Letter**

The cover letter shall be limited to **two (2) pages maximum** and will not be counted as part of the total page count for the submittal. The cover letter shall include a summary of the Proposal and Statement of Qualifications, including a brief description of the proposed team firm(s), and other key staff. It shall make a commitment to accept the terms and conditions in the RFP and Pro Forma contract, including acknowledgment of receipt of all amendments and/or addenda to the RFP. If there are any exceptions, they shall be noted in the cover letter. Any requested exceptions shall include alternative language where applicable. Exceptions noted will be reviewed by the City Attorney's office early in the selection process. Should the requested exceptions and contract language changes be determined unacceptable by the City Attorney's office, the proposal will not be further considered by the selection committee. Therefore, it is incumbent upon the proposer to only request those exceptions and contract language changes that the proposer must legally have in order to enter into a contract with the City. The letter shall also identify a single person for possible contact during the RFP review process.

- **Project Understanding and Approach**

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing. All sub-consultants and their roles should be identified. The Consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all phases of the contract.

- **Qualifications of Staff**

This section shall identify the qualifications and related experience of key and significant staff (i.e. direct reports and any others performing important tasks) assigned to the contract.

This section shall also include cameo resumes of all staff identified above. The cameos shall include a summary of relevant management and work experience, years of relevant experience, the current and proposed work location of the person, a statement of availability, and identification of the firm this person is employed by.

- **Experience of Firms**

Relevant experience of the firms included in this RFP shall be identified including related work with public sector agencies such as Long Beach and other city municipalities. Include project descriptions, status of the projects, construction costs and dollar values of services provided. Clearly identify the

role of key staff identified herein, and identify current client references. The focus should be on experience for similar contracts. Only recent projects, preferably projects completed in the past five years, should be included in this section. Do not include projects by the firm unless the key staff proposed had a significant role in the project.

- **Statement of contract sum**
- **Appendices**

Appendices shall not exceed **10 pages**. Full resumes of key proposed staff players may be included in this section. Relevant firm project information may also be included in this section. However, other than staff resumes, firm information, and general marketing materials; appendix information will not be considered in the scoring and ranking of the firms submitting Statements of Qualification and Proposal.

## **18. EVALUATION PROCESS AND CRITERIA**

A pre-assigned selection panel will evaluate the Statement of Qualifications and Proposals. Each member of the selection panel will evaluate each proposal using a 100-point scale using the written proposal evaluation criteria listed below to calculate a "proposal score" for each Consultant.

### WRITTEN PROPOSAL EVALUATION CRITERIA:

Understanding of City's facility project needs, issues  
30 Points

Approach in providing the required as-needed Consulting services as described in the Scope of Services  
30 points

Firm or Firm Team's experience with projects similar to those outline in the Scope of Services  
20 Points

Reference information and performance records on similar as-needed project undertakings including experience, knowledge, and understanding of local project need  
10 points

Cost of annual contract  
10 points

**TOTAL POSSIBLE SCORE - 100 Points**

The selection panel will convene to discuss and evaluate their respective scorings. Then, based on overall composite scoring, the panel will select a short list of the top ranked consultant teams based upon the relative the rankings of the proposing firms.

Short-listed firms may next be invited to respond to questions about their proposals at an oral interview. Presenters will be expected to participate in the interview to a degree commensurate with their role in the firm's proposal. Notification to the short-listed firms will include a time limit for their presentation. The selection panel will evaluate each consultant presentation using a 100-point scale and the following oral presentation evaluation criteria to calculate an "oral-interview score" for each short-listed firm.

#### ORAL INTERVIEW EVALUATION CRITERIA:

Understanding of City's project needs and issues and approach to providing the required services and solutions.

30 points

Overall qualifications, experience, and resources of proposed consultant Firm Team in the required areas.

30 points

Demonstrated prior experience with other similar work situations, facility and public works work environments, and on as-needed/on-call contracts.

20 points

Oral communication/interpersonal skills including clarity, quality, and appropriateness of responses to Interview questions.

20 Points

#### **TOTAL POSSIBLE SCORE - 100 Points**

Upon completion of the oral interviews, selection panel members will rank the consultants by their respective "oral interview score". The selection panel will then determine the highest qualified firm(s) based on the rankings of both the written proposal evaluations and the oral interviews. The Director of Parks, Recreation and Marine will later submit the recommendation of the selection panel to the City Council for approval.

#### **19. NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

The City will notify all of the consultant teams of the selection panel's recommendation once the recommendation is transmitted to the City Council. Consultants desiring a debriefing will be allowed to make an appointment with the City's Project Manager. Debriefings will not be scheduled until the City Council has acted on the recommendation of the selection panel.

## 20. ADDITIONAL INFORMATION

- **POLICY ON DISADVANTAGED, MINORITY-OWNED, AND WOMEN-OWNED BUSINESS ENTERPRISES**

It is the policy of the City of Long Beach to encourage the use of Disadvantaged-, Minority- or Women-Owned Business Enterprises in all aspects of contracting relating to construction, materials and services, professional services, land development related activities, leases and concessions whenever possible.

- **EQUAL EMPLOYMENT OPPORTUNITY**

The City of Long Beach is an equal opportunity employer and requires all consultants to comply with policies and regulations concerning equal employment opportunity.

- **CONFLICT OF INTEREST**

The consultant may be required to complete conflict of interest forms. Additionally, if selected to provide the required services, the consultant's firms or its subsidiaries may not be allowed to propose or bid on other aspects of the projects.

- **USE TAX**

The consultant shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its contracts. The use tax, which is self-accrued, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

- **INSURANCE**

Should a contract be awarded to your firm, you must comply with the insurance specifications in the City's Standard Agreement:

- Insurance coverage must be provided by a company that is admitted to write in California and has a rating of A:VIII by A.M. Best & Company.
- An endorsement naming the City of Long Beach as additional insured on the general liability policy. Coverage equal to \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate is required.
- A minimum of \$1,000,000 aggregate combined single limit in professional

liability insurance.

- Workers' compensation insurance as required by the Labor Code of the State of California.
- Automobile liability insurance not less than \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.