

LEASE

35876

This Lease is made and entered, in duplicate, as of December 11, 2019, pursuant to a minute order adopted by the City Council of the City of Long Beach at its December 10, 2019, by and between the CITY OF LONG BEACH, a municipal corporation ("City" or "Landlord") and M. O. DION & SONS, INC., a California corporation ("Tenant").

WHEREAS, City is the trust grantee of the State of California of certain tide and submerged lands upon which the premises are situated. The terms, conditions and restrictions of the trust are expressed in Chapter 676, Statutes of 1911, Chapter 102, Statutes of 1925 and Chapter 158, Statutes of 1935. Said trust conditions and grants were amended by Chapter 29, Statutes of 1956, First Extraordinary Session and Chapter 138, Statutes of 1964, First Extraordinary Session. Neither this Lease nor the rights and privileges granted Tenant shall be construed to imply the conveyance to Tenant of any right or interest in the premises except which may be created pursuant to said statutory grants and the Constitution of the State of California. This Lease and Leasehold estate created thereby shall be subject and subordinate to said statutory grants and limitations imposed by the Constitution of the State of California; and

WHEREAS, the City issued a Request for Proposal for the operation and maintenance of the existing fuel facility for the Alamitos Bay Marina located at 227 N. Marina Drive (located between Basin 1 and 2), Shoreline Marina located at 700 E. Shoreline Drive (Dock GG) and surrounding boating communities; and

WHEREAS, subject to appropriate approvals, City desires Tenant to provide the above operations and services;

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

1. **PREMISES:** Landlord leases to Tenant and Tenant accepts those certain parcels of real property and water area and the improvements thereon ("Premises") in the City of Long Beach, State of California, more particularly described in Exhibit "A"

1 attached hereto and by this reference made a part hereof. Said Premises shall include the
2 Shoreline Marina Fuel Dock and the Alamitos Bay Marina Fuel Dock.

3 2. TERM: The term of this Lease shall commence January 1, 2020 and
4 shall terminate at midnight on December 31, 2024, unless sooner terminated as provided
5 herein.

6 3. EXTENSION OF TERM: Subject to City Council approval, Tenant is
7 given the option to extend the term on all the provisions contained in this Lease for two (2)
8 additional five-years periods ("option period") following the expiration of the initial term by
9 giving written notice of exercise of the option ("option notice") at least one hundred eighty
10 (180) days but not more than one (1) year before the expiration of the initial term. Provided,
11 however, if Tenant is in default on the date of giving the option notice, the option notice
12 shall be totally ineffective or if Tenant is in default on the date the option period is to
13 commence, the option period shall not commence and this Lease shall expire at the end
14 of the initial term.

15 4. USE: The Premises shall be used for the sale to the public of standard
16 fuels for boats including, without limitation, regular and ethyl gasoline, white gasoline,
17 diesel fuel, lubricating oil, and spark plugs, storage batteries, parts for propulsion
18 machinery and generating plants of boats, bait, fresh water, ice, packaged soft drinks,
19 cigarettes, tobacco products, and such other articles of like nature commonly sold at
20 marine service stations and chandleries. Tenant may operate a marine towing service
21 from the Premises. In addition, the Premises may be used for minor boat and engine
22 repairs and services; provided, however, no vessel under repair or service shall be berthed
23 at the Premises for a period in excess of five (5) days. Tenant shall not use or allow the
24 Premises to be used for any purpose other than the Uses expressly permitted by this
25 paragraph and the City's Request for Proposals Number PR19-055 ("RFP"), Tenant's
26 response to RFP, and Tenant's Answers to City's Additional Questions regarding Tenant's
27 response to RFP, all attached hereto as Exhibit "B" and incorporated herein by this
28 reference.

1 5. OPERATION: During the term, Tenant shall continuously use the
2 Premises for the uses specified in this Lease and shall continuously merchandise or cause
3 the Premises and products to be sold therefrom to be merchandised to the public in
4 accordance with the defined business hours. From Memorial Day through Labor Day
5 business hours shall be from 7:00 a.m. until 6:00 p.m. and at all other times business hours
6 shall be from 8:00 a.m. until 5:00 p.m. daily. The Tenant may deviate from these hours in
7 the event of inclement weather provided the Marine Bureau City of Long Beach Department
8 of Parks, Recreation and Marine is notified at least one hour prior to doing so. Tenant's
9 failure to have gasoline and diesel fuel on the Premises due to strikes, labor disturbances,
10 damage to or destruction of the Premises, the improvements, or equipment thereon, or any
11 law, ordinance, rule, regulation, order or directive of any governmental authority, acts of
12 God, or for any other reason similar or dissimilar beyond Tenant's reasonable control, shall
13 excuse Tenant from its covenant of continuous operation.

14 6. MINIMUM MONTHLY RENT: Tenant shall pay to Landlord as
15 minimum monthly rent during the initial term, without deduction, set off, prior notice or
16 demand, the sum of Four Thousand Dollars (\$4,000) per month in advance on the first (1st)
17 day of each month commencing on the date the initial term commences and continuing
18 during the initial term. Minimum monthly rent for the first (1st) month or portion thereof shall
19 be paid on the day the initial term commences. Minimum monthly rent for any partial month
20 during the initial or extended term shall be prorated at the rate of 1/30th of the minimum
21 monthly rent per day. The minimum monthly rent for the extended term shall be subject to
22 adjustment as provided in paragraph 6A.

23 A. The minimum monthly rent shall be adjusted in year six (6)
24 and year eleven (11), if any, and be 1/12th of seventy-five percent (75%) of the
25 average annual total rent over the prior five (5) year period and in no event less
26 than \$4,000.

27 B. If the rent payment is not received within ten (10) days of the
28 due date, a late fee will be assessed. The late fee shall be five percent (5%) or

1 Fifty Dollars (\$50), whichever is greater.

2 7. PERCENTAGE RENT: In addition to the minimum monthly rent and
3 for the purpose of providing adequate rental to Landlord, Tenant shall pay, as percentage
4 rent, the amount, if any by which the total of the products in each category listed below
5 exceeds the minimum rent for each month of the Lease covered by the Lease in a given
6 year:

7 A. Five cents (5¢) per gallon for all diesel fuel and gasoline sold
8 or dispensed from the Premises.

9 B. Eight percent (8%) of gross profit of all other products and
10 services furnished or performed on the Premises or in connection with operation of
11 the Premises including parts, materials, supplies and services related to permitted
12 motor boat and boat engine service and repairs. The term gross profit as used
13 herein shall mean the total of:

14 i. All sales made in or upon, through or from the Premises
15 whether for cash or credit, and whether payment is actually made or not,
16 whether said sales are made by Tenant, its agents, subtenants,
17 concessionaires or licensees;

18 ii. All charges made for services rendered and/or from or
19 upon orders placed at the Premises whether by Tenant, its agents,
20 subtenants, concessionaires or licensees;

21 iii. All fees of any nature or kind charged by Tenant, its
22 agents, subtenants, concessionaires or licensees (including but not limited to
23 deposits accepted by Tenant, its agents, subtenants, concessionaires or
24 licensees);

25 iv. All sums deposited in any coin operated vending
26 machine or other device maintained on the Premises regardless of the
27 ownership of the machine or device, or whether such sums are removed and
28 counted by Tenant or others, and regardless of what percentage thereof

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Tenant is entitled to received; and

v. Proceeds from business interruption insurance or other insurance of a similar kind.

Gross profit shall exclude:

i. Actual cost of all products and services furnished or performed on the Premises or in connection with operation of the Premises including the actual cost of all items sold in the convenience store, parts, materials, supplies, and the actual cost of services related to permitted motor boat and boat engine service and repairs.

ii. All credits or refunds made to customers or patrons, the amount of which had previously been included in gross receipts reported and all sums or credits received in settlement of claims for loss or damage to merchandise;

iii. Proceeds of casualty insurance claims;

iv. Proceeds from sale or trade-in value of furniture or equipment used by Tenant, its subtenants, concessionaires, licensees and others under contract with Tenant;

v. Interest, service or sales carrying charges or other charges, however designated, paid by customers for extension of credit on sales where said charge is not included in the merchandise sales price; and

vi. All sales taxes, retailers excise taxes, gross receipts taxes, transaction taxes and other similar taxes or use taxes imposed by any government entity to be collected by or payable by Tenant, or its subtenants, concessionaires and licensees and others under contract with Tenant shall be excluded from the gross receipts;

vii. Proceeds from the sale of fishing licenses, lottery tickets or similar non-revenue generating items.

C. Eight Percent (8%) of the gross sales from Vessel Assist

1 services provided by The Bolder Group/Boats US.

2 During the term of this Lease, Percentage rent shall be paid to City on or
3 before the 15th day following the end of any calendar month for all months covered by this
4 Lease.

5 If the percentage rent payment is not received on the final day of the month
6 when due, a late fee will be assessed. The late fee shall be 5% or \$50, whichever is
7 greater.

8 If there is a deficiency in the payment of rent due to City, the deficiency shall
9 become immediately due and payable together with interest thereon at the rate of ten
10 percent (10%) per annum from the date of City's demand for payment of the deficiency.

11 No minimum rent or additional shall be due during any period that a
12 regulatory agency prohibits the use of the fuel tanks on the Premises.

13 8. STATEMENTS: Tenant shall, on or before the 20th day following the
14 end of each calendar month during the initial term or the extended term, and within thirty
15 (30) days following the termination of this Lease (whether by lapse of time or otherwise),
16 prepare and deliver to the Finance and Controls Division of the Department of Parks,
17 Recreation and Marine an itemized statement showing the number of gallons of gasoline
18 and diesel fuel sold or dispensed from the Premises during the previous quarter or month,
19 together with a statement of gross receipts for the same period. The statements shall
20 identify activity for the preceding month.

21 9. BOOKS OF ACCOUNT AND RECORDS:

22 A. Tenant shall keep within the City of Long Beach complete and
23 accurate books of account, records, cash receipts, and other pertinent data showing
24 all gross receipts and fuel sold or dispensed from the Premises.

25 B. Tenant shall install and maintain accurate receipt printing cash
26 registers or computer systems and shall record on the cash registers or computer
27 systems every sale of merchandise and services or other transactions at the time of
28 the transaction on either a cash register having a sealed, continuous cash register

1 tape with cumulative totals that numbers, records, and duplicates each transaction
2 entered into the register, or serially numbered sales slips.

3 If Tenant chooses to record each sale by using a cash register, the
4 continuous cash register tape will be sealed or locked in such a manner that it is not
5 accessible to the person operating the cash register.

6 If Tenant chooses to record each sale by using a computer system,
7 the computer generated receipts shall be retained in chronological order (including
8 those canceled, voided or not used) for three (3) years.

9 If Tenant chooses to record each sale on individual slips, the sales
10 slips (including those canceled, voided, or not used) will be retained in numerical
11 sequence for three (3) years.

12 C. Tenant, will prepare or cause to be prepared, preserve, and
13 maintain, for a period of not less than three (3) years these books, accounts and
14 records:

15 i. daily cash register summary tapes and sealed,
16 continuous cash register tapes or prenumbered sales slips or computer
17 transaction receipts and transaction summary reports;

18 ii. a single, separate bank account into which all receipts
19 of business or other revenue from operations on or from the Premises are
20 deposited;

21 iii. all bank statements detailing transactions in or through
22 any business bank account;

23 iv. daily or weekly sales recapitulations;

24 v. a general ledger or a summary record of all cash receipts
25 and disbursements from operations on or from the Premises;

26 vi. copies of all tax returns filed with any governmental
27 authority that reflect in any manner sales, income, or revenue generated in
28 or from the Leased Premises, including, but not limited to, federal income tax

1 returns and state sales or use tax returns;

2 vii. other records or accounts that City may reasonably
3 require in order to ascertain, document, or substantiate gross receipts.

4 D. Tenant shall keep within the City of Long Beach all of the books,
5 records, and other documents in the manner recited in this paragraph, and will be
6 open to inspection examination, or audit by City or City's designated representative
7 upon giving Tenant five (5) days' prior notice of City's intention to exercise its rights
8 under this paragraph. In connection with an examination or audit, City will have the
9 right to inspect the records of sales from any other facilities operated by Tenant, but
10 only if the examination is reasonably necessary to ascertain gross sales from the
11 Premises. If upon inspection or examination of Tenant's available books and
12 records of account, City determines that Tenant has failed to maintain, preserve, or
13 retain the documents, books, and records that this Lease requires Tenant to
14 maintain in the manner set forth in this paragraph, City will give the Tenant sixty (60)
15 days to cure the deficiencies. Further, if Tenant is found to be deficient in
16 maintaining any of documents, books, or records, Tenant will reimburse City for all
17 reasonable expenses incurred by City in determining the deficiencies, including
18 without limitation any audit or examination fees.

19 E. The receipt by City of any statement or any payment of
20 compensation for any period shall not bind City as to the correctness of the
21 statement or payment.

22 10. INSURANCE. Concurrent with the execution of this Lease, Tenant
23 shall procure and maintain the following insurance at Tenant's expense for the duration of
24 this Lease including any extensions, renewals, or holding over thereof, from insurance
25 companies that are admitted to write insurance in the State of California or from non-
26 admitted insurers, authorized in the State of California, that have a rating of or equivalent
27 to A:VIII by A.M. Best Company:

28 A. Commercial general liability (equivalent in coverage scope to

1 ISO form CG 00 01 11 85 or 11 88) in an amount not less than Two Million Dollars
2 (\$2,000,000) per occurrence including but not limited to broad form contractual
3 liability, products and completed operations liability, and pollution liability, and, if
4 applicable, garagekeepers liability and liquor liability. If the policy contains a general
5 aggregate, the general aggregate shall be in an amount not less than Five Million
6 Dollars (\$5,000,000). The City of Long Beach, its officials, employees, and agents
7 shall be added as additional insureds by endorsement (equivalent in coverage
8 scope to ISO form CG 20 26 11 85) and such endorsement shall protect the City,
9 its officials, employees, and agents from and against claims, demands, causes of
10 action, expenses, costs, or liability for injury to or death of persons, or damage to or
11 loss of property arising out of activities performed by or on behalf of the Tenant or
12 from maintenance or use of the Premises. The coverage shall contain no special
13 limitations on the scope of protection afforded to the City, its officials, employees
14 and agents, and shall provide cross-liability protection.

15 B. Protection and Indemnity in an amount not less than Two
16 Million Dollars (\$2,000,000) per occurrence including, as may be applicable to
17 Tenant's operations, injury to passengers, damage to piers, docks and pilings and
18 property on piers and docks, wreck removal, towers and collision liability, ship
19 repairers liability, pollution liability, and nonowned watercraft liability in an amount
20 not less than Two Million Dollars (\$2,000,000) per occurrence for each vessel
21 operating in connection with this Lease. If the policy contains a general aggregate,
22 the general aggregate shall be in an amount not less than Five Million Dollars
23 (\$5,000,000). The City of Long Beach, its officials, employees and agents shall be
24 added as additional insureds by endorsement and such endorsement shall protect
25 the City, its officials, employees and agents from and against claims, demands,
26 causes of action, expenses, costs, or liability for injury to or death of persons, or
27 damage to or loss of property arising out of activities performed by or on behalf of
28 the Tenant or from maintenance or use of the Premises. The coverage shall contain

1 no special limitations on the scope of protection afforded to the City, its officials,
2 employees, and agents, and shall provide cross-liability protection.

3 C. Marina Operators Legal Liability in an amount not less than Two
4 Million Dollars (\$2,000,000) per occurrence including but not limited to third party
5 bodily injury liability, third party property damage liability including damage to
6 property in the care, custody and control of the Tenant, medical payments coverage,
7 ship repairers liability, and pollution liability coverages. If the policy contains a
8 general aggregate, the general aggregate shall be in an amount not less than Five
9 Million Dollars (\$5,000,000). The City of Long Beach, its officials, employees, and
10 agents shall be added as additional insureds by endorsement and such
11 endorsement shall protect the City, its officials, employees, and agents from and
12 against claims, demands, causes of action, expenses, costs, or liability for injury to
13 or death of persons, or damage to or loss of property arising out of activities
14 performed by or on behalf of the Tenant or from maintenance or use of the Premises.
15 The coverage shall contain no special limitations on the scope of protection afforded
16 to the City, its officials, employees, and agents, and shall provide cross-liability
17 protection.

18 D. Commercial automobile insurance (equivalent in scope to ISO
19 CA 00 01 06 92) covering symbol 1 (Any Auto) in an amount not less than One
20 Million Dollars (\$1,000,000) combined single limit.

21 E. All Risk property insurance, including debris removal and the
22 perils of flood and earthquake (if available from responsible insurance companies
23 at reasonable cost), in an amount sufficient to cover the full replacement value of
24 the Premises including docks and piers and any buildings and structural
25 improvements thereon. The City of Long Beach shall be named as a loss payee
26 under a standard loss payable endorsement.

27 F. All Risk property insurance in an amount sufficient to cover the
28 full replacement value of Tenant's personal property, improvements and equipment

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on the Premises.

G. Business interruption insurance providing that the rent due Landlord shall be paid for a period of up to twelve (12) months if the Premises are destroyed or rendered inaccessible.

H. Workers' compensation insurance required by the State of California, and endorsed, as applicable, to include United States Longshoremen and Harbor Workers' Compensation Act coverage and Jones Act coverage.

Any self-insurance program or self-insured retention must be approved separately in writing by Landlord and shall protect the City of Long Beach, its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, materially changed, or canceled by either party except after thirty (30) days prior written notice to Landlord and shall be primary to Landlord. Any insurance or self-insurance maintained by Landlord shall be excess to and shall not contribute to insurance or self-insurance maintained by Tenant.

If subtenants are permitted by this Lease, any such subtenants shall be required to maintain insurance in compliance with the provisions of this Lease unless otherwise agreed in writing by Landlord's Risk Manager or designee.

Tenant shall deliver to Landlord certificates of insurance and the required endorsements for approval as to sufficiency and form prior to commencement of this Lease. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. Tenant shall, at least thirty (30) days prior to expiration of such policies, furnish Landlord with evidence of renewals. Landlord reserves the right to require complete certified copies of all said policies at any time.

Such insurance as required herein shall not be deemed to limit

1 Tenant's liability relating to performance under this Lease. The procuring of
2 insurance shall not be construed as a limitation on liability or as full performance of
3 the indemnification and hold harmless provisions of this Lease. Tenant understands
4 and agrees that, notwithstanding any insurance, Tenant's obligation to defend,
5 indemnify, and hold Landlord, its officials, agents, and employees harmless
6 hereunder is for the full and total amount of any damage, injuries, loss, expense,
7 costs, or liabilities caused by the condition of the Premises or in any manner
8 connected with or attributed to the acts or omissions of Tenant, its officers, agents
9 contractors, employees, subtenants, licensees, vendors, patrons, or visitors, or the
10 operations conducted by or on behalf of Tenant, or the Tenant's use, misuse, or
11 neglect of the Premises.

12 Not more frequently than every three (3) years, if in the reasonable
13 opinion of Landlord the amount of the foregoing insurance coverages is not
14 adequate, Tenant shall amend the insurance coverage as required by Landlord's
15 Risk Manager or designee.

16 Any modification or waiver of the insurance requirements herein shall
17 be made only with the written approval of the Landlord's Risk Manager or designee.

18 11. ADVERTISING SIGNS: Tenant, at its cost, may place or erect and
19 maintain signs on the Premises, provided that Tenant obtains prior written approval from
20 the Department of Parks, Recreation and Marine. Further, Tenant's sign shall be in
21 compliance with City's sign ordinance and conditions of the Department of Parks,
22 Recreation and Marine.

23 12. UTILITIES: Tenant, at its cost, shall promptly pay or cause to be paid
24 all utility fees, costs and charges resulting from such use or assessments for utilities levied
25 against the Premises for any period during the term of this Lease. If Tenant requires utilities
26 which are beyond the capacity provided, Tenant shall coordinate and submit request for
27 additional services through the Manager of the Marine Bureau.

28 13. MAINTENANCE AND REPAIR: Subject to the specific exceptions

1 and allocation of responsibilities as between Landlord and Tenant set forth in Exhibit "C"
2 hereto, Tenant shall maintain, at its own expense, the Premises shown in Exhibit "A" in a
3 first class condition and to at least as high a standard as is met in surrounding facilities,
4 shall be responsible for the routine maintenance of the improvements, equipment and
5 docks on the Premises, and shall pay all costs associated with the operation of the
6 Premises. If Tenant fails to keep and maintain the Premises as required herein, Landlord
7 may notify Tenant of said failure. If Tenant fails to correct the situation within thirty (30)
8 days thereafter or such longer period as may be established by City, City may make the
9 necessary correction and the cost thereof, including but not limited to the cost of labor,
10 materials, equipment and administration, which shall be paid by Tenant as additional rent
11 within ten (10) days after receipt of a statement of said cost from City. City may, at its
12 option, choose other remedies available herein or by law regarding any failure of Tenant
13 covered by this Section 13 including declaring this lease in default. Any failure of Tenant
14 to perform the obligations of this Section 13 shall be, at the option of City, a default under
15 this Lease.

16 The maintenance, repair and replacement responsibilities of the Parties are
17 further set forth in Exhibit "C".

18 14. DAMAGE OR DESTRUCTION OF IMPROVEMENTS:

19 14.1. Responsibility for Repair. Notwithstanding any other provision
20 of this Lease, if any building or improvement at any time on the Premises shall be
21 damaged or destroyed as a result of accident, fire or other casualty during the Lease
22 term, Tenant shall, with reasonable promptness, report the damage to the City.
23 Tenant shall have responsibility to make repairs to replace the same, to at least the
24 condition existing immediately prior to such damage or destruction. Tenant shall be
25 responsible for such repairs even though the proceeds of any insurance policies
26 covering the loss ("Insurance Proceeds") shall be insufficient to reimburse Tenant
27 therefor; provided, however, that if such proceeds of insurance are more than
28 sufficient to pay the cost of any such rebuilding, Tenant shall be entitled to receive

1 any surplus.

2 14.2. Insurance Proceeds. Insurance Proceeds shall be held by an
3 Insurance Trustee mutually agreed to by the parties, but shall be paid to the Tenant
4 or as Tenant may direct from time to time as the restoration of the Premises
5 progresses, to pay or reimburse City for the cost of such restoration upon the written
6 request of City accompanied by evidence satisfactory to the Insurance Trustee that:

7 A. an amount equal to the amount requested is then due
8 and payable or has been paid and is properly a part of such cost of
9 restoration;

10 B. that the net Insurance Proceeds not yet advanced will
11 be sufficient for the completion of the restoration.

12 If at any time during the period of restoration and/or reconstruction the
13 City shall determine that the Insurance Proceeds are insufficient to cause such
14 restoration, then upon delivery of written notice thereof and specifying the deficit
15 Tenant shall deposit in trust with the Insurance Trustee such additional sums as
16 may be required to complete the restoration of the Premises. Upon receipt by the
17 Insurance Trustee of evidence satisfactory to it that:

18 A. the restoration of the Premises has been completed;

19 B. the cost thereof has been paid in full; and

20 C. there are no mechanic's or similar liens for labor or
21 materials supplied in connection therewith, the balance, if any, of such
22 Insurance Proceeds shall be paid to Tenant or as the Tenant may direct.

23 14.3. Procedure for Restoration of Improvements. Following
24 damage to all or any portion of the Premises, Tenant shall reimburse the City for
25 restoration of the Premises and/or the improvements thereon, whether or not
26 insurance proceeds are sufficient to do so.

27 15. INDEMNIFICATION:

28 15.1. General Indemnity. Tenant shall defend and indemnify the City

1 of Long Beach and its officers and employees while acting within the scope of their
2 duties from and against any and all actions, suits, proceedings, claims and
3 demands, costs (including attorneys' fees and court costs), expense and liability of
4 any kind or nature whatsoever ("claims") for injury to or death of persons or damage
5 to property (including property owned by or under the control of the City) which may
6 be brought, made, filed against, imposed upon or sustained by the City, its officers
7 or employees based upon or arising out of:

8 A. An act or omission of Tenant, its officers, agents,
9 employees, contractors, licensees or invitees or of any person entering upon
10 the Premises with the express or implied invitation of Tenant;

11 B. A violation by Tenant, its officers, agents, employees,
12 contractors, licensees or invitees or of any other person entering upon the
13 Premises with the express or implied invitation of Tenant of any law
14 ordinance or governmental order of any kind;

15 C. The use or occupancy of the Premises by Tenant, its
16 officers, agents, employees, contractors, licensees or invitees or of any other
17 person entering upon the Premises with the express or implied invitation of
18 Tenant.

19 This indemnity shall not include claims based upon or arising out of
20 the negligence, gross negligence, or willful misconduct of the City, its officers and
21 employees. Further, this indemnity shall not require payment of a claim by the City
22 or its officers or employees as a condition precedent to the recovery under the same.

23 This indemnification provision supplements and in no way limits the
24 scope of the indemnifications set out in subparagraph 15.2 below. The indemnity
25 obligation of Tenant under this paragraph shall survive the expiration or termination,
26 for any reason, of this Lease.

27 Tenant need not indemnify City for damages, costs, or liability of any
28 kind arising from activities carried on, in or around the Premises by City as part of

1 the use of the Premises at any time by City or its other tenants, licensees or the like.

2 15.2. Environmental Release and Indemnification. Tenant hereby
3 agrees to hold harmless, defend and indemnify the City and its employees,
4 members and officials from and against all liability, loss, damage, costs, penalties,
5 fines and/or expenses (including attorneys' fees and court costs) arising out of or in
6 any way connected with the activities, acts or omissions of Tenant, its subtenants,
7 employees, contractors or agents on or affecting the Premises without regard to
8 fault or negligence including but not limited to the release of any hazardous
9 materials into the air, soil, groundwater or surface water on, in, under or from the
10 Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or
11 expense shall accrue or be discovered before or after termination of this Lease. This
12 indemnification supplements and in no way limits the scope of the indemnification
13 set forth in paragraph 15.1. above.

14 In addition, Tenant waives, releases, acquits and forever discharges
15 City, its employees, members and officials or any other person acting on behalf of
16 City, of and from any and all claims, actions, causes of action, demands, rights,
17 damages, costs, expenses, or compensation (collectively "claims") whatsoever
18 (including, but not limited to, all claims at common law and/or under any federal,
19 state or local environmental, health and/or safety-related law, rule, regulation or
20 order, currently existing and as amended or enacted in the future ("Environmental
21 Law"), whether direct or indirect, known or unknown, foreseen or unforeseen, which
22 Tenant now has or may have or which may arise in the future on account of or in
23 any way growing out of or in connection with any hazardous materials on, under
24 from, or affecting the Premises, or any law or regulation applicable thereto. Tenant
25 acknowledges that it is familiar with Section 1542 of the California Civil Code which
26 reads: "A general release does not extend to claims which the creditor does not
27 know or suspect to exist in his favor at the time of executing the release, which if
28 known by him must have materially affected his settlement with the debtor."; and

1 hereby releases the Tenant from any unknown claims and waives all rights it may
2 have under Section 1542 of the Civil Code or under any other statute or common
3 law principle of similar effect.

4 15.2.1. Exclusions.

5 A. Contamination on, beneath, or abutting the
6 Premises which existed prior to the initial commencement date of the
7 Lease.

8 B. Contamination which has emanated or emanates
9 from a location offsite the Premises and which has trespassed onto,
10 underneath or across the Premises.

11 C. Contamination which is unrelated to Tenant's
12 use, occupancy of Tenant's subtenants, invitees, or guests, on the
13 Premises.

14 D. Tenant need not indemnify City for activities
15 carried on or around the Premises by City as part of occasional use of
16 the Premises by City or its other Tenants, licensees, or the like or
17 actions of the public who have not been permitted or solicited by
18 Tenant.

19 15.3. Definition. "Hazardous material" means any substance:

20 A. the presence of which requires investigation or
21 remediation under any federal, state or local statute, regulation, ordinance,
22 order, action, policy or common law; or

23 B. which is or becomes defined as a "hazardous waste,"
24 "hazardous substance," pollutant or contaminant under any federal, state or
25 local statute, regulation, rule or ordinance or amendments thereto including,
26 without limitation, the Comprehensive Environmental Response,
27 Compensation and Liability Act (42 U.S.C. section 9601 et seq.) and/or the
28 Resource Conservation and Recovery Act (42 U.S. C. Section 6901 et seq.);

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or

C. which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

D. the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or

E. the presence of which on adjacent properties could constitute a trespass by Tenant; or polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

16. ASSIGNMENT OR TRANSFER: Tenant shall not assign or transfer this Lease nor shall any interest herein be assignable or transferable by operation of law or by any process or proceedings of any court or otherwise. Any attempted transfer or assignment shall be void and confer no rights whatsoever upon a transferee or assignee except by written permission of the City Manager which such permission shall not be unreasonably withheld. City shall have the right to obtain from Tenant and the proposed assignee all available information reasonably pertaining to the experience of the proposed assignee in the business described in Paragraphs 4 and 5 of this Lease and all available financial information regarding such person or entity.

Notwithstanding the foregoing, Tenant may grant subleases, licenses or concessions to others provided Tenant shall first obtain the written consent of the City Manager, which consent shall not be unreasonably withheld. The City Manager shall not be required to give any consent to a proposed subletting, licensing or grant of concession rights, unless and until Tenant has submitted to the City Manager such additional information regarding the identity of proposed subtenant, licensee or concessionaire and

1 the terms and conditions of the proposed transaction as may be required by the City
2 Manager to make a determination to grant or withhold such consent. Further, the City
3 Manager shall have the right to impose such further reasonable conditions in connection
4 with the granting of consent as may be reasonably required to assure that public health,
5 safety, welfare and convenience will be best served by the proposed sublease, license or
6 concession.

7 Subject to paragraph 29, if Tenant shall be adjudicated a bankrupt or become
8 insolvent or any interest in this Lease be taken by virtue of attachment, execution, or
9 receivership, the City may terminate this Lease upon five (5) days written notice to Tenant.

10 17. HOLDING OVER: This Lease shall terminate without any further
11 notice as of the Lease expiration date set forth in paragraph two above. Any holding over
12 by Lease after the Lease expiration date shall not constitute a renewal or extension or give
13 Tenant any rights in or to the Premises except as expressly provided in this Lease. Any
14 holding over after the Lease expiration date with the consent of City shall be construed to
15 be a tenancy from month to month, at fees equal to the fees due for the last year of the
16 Lease term, and shall otherwise be on the terms and conditions herein specified.

17 18. INSPECTION: The City's authorized representatives shall have
18 reasonable access to and across the Premises during business hours and, in the event of
19 an emergency, at any other time for inspection, repair of publicly owned utilities and
20 structures, and for fire and police purposes.

21 19. GENERAL PROVISIONS:

22 19.1. Notices, Demands and Communication Between the Parties.

23 Written notices, demands, and communication between City and Tenant shall be in
24 writing and shall be sufficiently given if personally served or if mailed by registered
25 or certified mail, postage prepaid, return receipt requested addressed as follows:

26 TO CITY: City Manager
27 11th Floor, City Hall
28 411 West Ocean Boulevard
Long Beach, California 90802

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WITH A COPY TO: Director of Parks, Recreation & Marine
2760 Studebaker Road
Long Beach, California 90815-1697

TO TENANT: Matt Cullen, President
M. O. Dion & Sons, Inc.
1543 West 16th Street
Long Beach, CA 90813

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

19.2. Conflict of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Lease, nor shall any such member, official or employees participate in any decision relating to this Lease which affects his personal interest or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of City shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Tenant or successor or on any obligations under the terms of this Lease.

19.3. Enforced Delay: Extension of Time of Performance. In addition to other provisions of this Lease, performance by either party hereunder, shall not be deemed to be in default where delays or defaults are unavoidable or performance is rendered impracticable, due to war; enemy action; insurrection; civil disturbance, strikes; lock-outs or other labor disputes; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or moratoria; failure or inability to secure materials or labor by reason of regulations or order of any governmental entity or any other cause reasonably beyond the control of a party other than financial inability or change in market conditions; litigation including eminent domain proceedings or related legal proceedings, acts or failure to act of the other party; acts or failure to act of any public or governmental agency or entity;

1 or any other cause reasonably beyond the control of a party; and the time for such
2 performance shall be extended for a period equal in length to such delay(s).

3 19.4. Defaults and Remedies.

4 19.4.1. Defaults - General. Failure by either party to perform
5 any term or provision of this Lease constitutes default under this Lease, if not
6 cured within thirty (30) days from the date of receipt of a written notice from
7 the other party specifying the claimed default provided that if such default
8 cannot reasonably be cured within such thirty (30) day period, the party
9 receiving such notice of default shall not be in default under this Lease if such
10 party commences the cure of such default within such thirty (30) day period
11 and thereafter diligently prosecutes the steps to cure such default to
12 completion.

13 19.4.2. Institution of Legal Actions. In addition to any other
14 rights or remedies, either party may institute legal action to cure, correct, or
15 remedy any default, to recover damages for any default, or to obtain any
16 other remedy consistent with the purpose of this Lease. Such legal actions
17 must be instituted in the South Branch of the Superior Court of the County of
18 Los Angeles, State of California, or in the Federal District court in the Central
19 District of California. The prevailing party in any action commenced pursuant
20 to this Lease shall be entitled to recover reasonable costs, expenses and
21 attorneys' fees.

22 19.4.3. Applicable Law. The laws of the State of California
23 shall govern the interpretation and enforcement of this Lease. Tenant during
24 its use and occupancy of the Premises shall at all times comply with all laws,
25 ordinances, rules, and regulations of and obtain permits from all federal,
26 state, and local governmental authorities having jurisdiction over the
27 Premises, Tenant's vessels and Tenant's activities thereon.

28 19.4.4. Service of Process. In the event any legal action is

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commenced by Tenant against City, service of process on City shall be made by personal service upon the City Clerk of the City, or in such other manner as may be provided by law.

In the event that any legal action is commenced by City against Tenant, service of process on Tenant shall be made as provided by law and shall be valid whether made within or without the State of California.

19.4.5. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Lease, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

19.4.6. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

19.4.7. Remedies. In the event of a default by Tenant, which is not cured by Tenant within the times specified in this Lease, City without further notice to Tenant, may declare this Lease and/or Tenant's right of possession at an end and may reenter the Premises by process of law, in which event, City shall have the right to recover from Tenant:

19.4.7.1. The worth at the time of award of the unpaid fees which has been earned at the time of termination, plus interest;

19.4.7.2. The worth at the time of award of the amount by which the unpaid fees which would have been earned after termination until the time of award exceeds the amount of such fee

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loss that Tenant proves could have been reasonably avoided, plus interest;

19.4.7.3. The worth at the time of award of the amount by which the unpaid fees for the balance of the term after the time of award exceeds the amount of such fee loss for the same period the Tenant proves could be reasonably avoided, plus interest thereon; and

19.4.7.4. The remedies of City as hereinabove provided are cumulative to the other provisions of this Lease.

19.5. Right to Contest Laws. Tenant shall have the right after notice to City to contest or to permit its subtenants to contest by appropriate legal proceedings, without costs or expense to City, the validity of any law, ordinance, order, rule, regulation or requirement to be complied with by Tenant under this Lease and to postpone compliance with the same, provided such contest shall be promptly and diligently prosecuted at no expense to City and so long as City shall not thereby suffer any civil penalties, sanction or be subjected to any criminal penalties or sanctions, and Tenant shall protect and save harmless City against any liability and claims for any such noncompliance or postponement of compliance.

19.6. Partial Invalidity. If any term or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provisions, to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

19.7. Entire Agreement, Waivers and Amendments. This Lease constitutes the entire understanding and agreement of the parties. This Lease integrates all the terms and conditions mentioned herein or incidental hereto, and

1 supersedes all negotiations between the parties with respect to all or any part of the
2 subject matter hereof.

3 19.8. Waivers. All waivers of the provisions of this Lease must be in
4 writing by the appropriate authorities of City or Tenant and all amendments hereto
5 must be in writing by the appropriate authorities of City and Tenant.

6 19.9. Successors in Interest. The provisions of this Lease shall be
7 binding upon and shall inure to the benefit of the heirs, executors, assigns and
8 successors in interest of the parties hereto.

9 19.10. Nondiscrimination. Tenant agrees, subject to applicable laws,
10 rules and regulations, that no person shall be subject to discrimination in the
11 performance of this agreement on the basis of race, color, religion, national origin,
12 sex, sexual orientation, AIDS, HIV status, age, disability, handicap, or Vietnam Era
13 veteran status. Tenant shall take affirmative action to ensure that applicants are
14 employed and that employees are treated during employment without regard to any
15 of these bases, including but not limited to employment, upgrading, demotion,
16 transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or
17 other forms of compensation, and selection for training, including apprenticeship.
18 Tenant agrees to post in conspicuous places available to employees and applicants
19 for employment notices to be provided by the City setting out the provisions of this
20 nondiscrimination clause. Tenant shall in all solicitations or advertisements for
21 employees state that all qualified applicants will receive consideration for
22 employment without regard to these bases.

23 19.11. No Joint Venture or Partnership. Nothing in this agreement
24 shall be construed as creating either a partnership or joint venture between the
25 parties hereto.

26 19.12. Jointly Drafted. This agreement is jointly drafted by the parties
27 hereto and it is not to be construed against either party as the drafter.

28 19.13. Municipal Powers. Nothing contained herein shall be

1 construed as a limitation upon powers of City as a chartered city of the State of
2 California. This Lease is entered into by City in its proprietary capacity and nothing
3 contained herein shall relieve Tenant from complying with all requirements, rules,
4 regulations or ordinances of the City of Long Beach.

5 19.14. No Mineral Rights. This Lease creates no rights in Tenant to
6 minerals, or proceeds from mineral production, which may lie below the Premises
7 including but not limited to any unitized oil.

8 19.15. No Relocation Benefits. Tenant shall have no rights to
9 relocation benefits mandated by the laws of the State of California as to these
10 Premises.

11 19.16. Americans with Disabilities Act. Tenant should have and be
12 allocated the sole responsibility to comply with the Americans with Disabilities Act
13 ("ADA") with respect to Tenant's operation and the Tenant shall indemnify and hold
14 City harmless from and against any claims of a violation of the ADA.

15 20. TAXES: This Lease may create a possessory interest subject to
16 property taxation and Tenant may be liable for the payment of property taxes levied on
17 such possessory interest. Tenant shall pay or cause to be paid, prior to delinquency, all
18 taxes, assessments and other governmental and district charges that may be levied or
19 assessed for buildings, improvements or property located on the Premises and upon
20 possessory interests created by this Lease. Satisfactory evidence of such payments shall
21 be delivered by Lease upon demand therefor.

22 21. LIENS:

23 A. Tenant shall keep the Premises free of mechanic's or
24 materialman's liens for any work done, labor performed or material furnished by or
25 for Tenant. Tenant shall defend, indemnify and hold Landlord, its officials and
26 employees harmless from and against all claims, liens, demands, causes of action,
27 liability, loss, costs and expenses (including reasonable attorney's fees) of
28 whatsoever kind for any such work done, labor performed, or materials furnished on

1 the Premises or to Tenant for construction of the Facility.

2 B. If a mechanic's or materialman's lien is imposed on the
3 Premises as a result of construction or repair, Tenant shall: (1) record a valid release
4 of lien; or (2) deposit with Landlord cash in an amount equal to 125% of the amount
5 of the lien and authorize payment to the extent of said deposit to any subsequent
6 judgment holder that may arise as a matter of public record from litigation with
7 regard to lienholder's claim; or (3) procure and record a lien release bond in
8 accordance with California Civil Code Section 3143 issued by a surety authorized
9 to do business in California.

10 22. LENDER'S RIGHTS. Any such lender on the security of the leasehold
11 estate shall have the right at any time during the term hereof:

12 A. To do any act or thing required of Tenant hereunder and all
13 such acts or things done and performed shall be as effective to prevent a forfeiture
14 or termination of Tenant's rights hereunder as if done by the Tenant.

15 B. To realize on the security afforded by the leasehold estate and
16 to acquire and succeed to the interest of Tenant hereunder by judicial foreclosure
17 or by private power of sale proceedings under any mortgage or deed of trust and to
18 convey or assign the title to the leasehold estate created hereby to any purchaser
19 at a foreclosure or trustee's sale and to acquire title in its own name or in the name
20 of its nominee by assignment in lieu of foreclosure.

21 C. Pending any foreclosure of its lien, to take possession of and
22 operate the Premises performing all obligations performable by Tenant.

23 D. In the event of a default by Tenant in the payment of an
24 installment of rent hereunder, to pay such rent to Landlord and such rent payments
25 alone, without further requirement, shall be sufficient to prevent a termination or
26 forfeiture of the leasehold estate created hereby or of Tenant's right to possession;
27 provided, however, that such right to cure such default and thereby prevent such
28 termination or forfeiture shall exist only for a period of sixty (60) days after notice of

1 such default has been given by Landlord to such lender and only as to those lenders
2 who have notified Landlord of their respective interests in the Premises.

3 E. In the case of any other default by Tenant, Landlord will take
4 no action to effect a termination of this Lease or of Tenant's right to possession by
5 reason thereof until Landlord shall have given to each such lender having so notified
6 Landlord as provided in subparagraph 30.2 below a reasonable time after the
7 expiration of Tenant's grace period for curing such default within which either (i) to
8 cure such default, if such default is susceptible of being cured by the lender without
9 such lender's obtaining possession of the Premises, or (ii) to obtain possession of
10 the Premises (including possession by a receiver) and to cure such default, in the
11 case of a default, which is susceptible of being cured by the lender only when the
12 lender has obtained possession thereof, or (iii) to institute foreclosure proceedings
13 and to complete such foreclosure proceedings or otherwise acquire Tenant's
14 interest under this Lease with reasonable and continuous diligence in the case of a
15 default which is not susceptible of being cured by such lender; provided, however,
16 that any such lender shall not be required to continue such possession or continue
17 such foreclosure proceedings if the default which prompted the service of such a
18 notice has been cured.

19 F. During the period that any such lender shall be in possession
20 of the Premises and/or during the pendency of any foreclosure proceedings
21 instituted by any lender, the lender shall pay or cause to be paid the rent specified
22 in paragraph 4 above and all other charges of whatsoever nature payable by Tenant
23 hereunder which have been accrued and are unpaid and which will thereafter accrue
24 during said period. Following the acquisition of Tenant's leasehold estate by the
25 lender, or its designee, or any third party either as a result of judicial foreclosure or
26 trustee sale proceedings or acceptance of an assignment in lieu of foreclosure, the
27 lender or party acquiring title to Tenant's leasehold estate shall, within thirty (30)
28 days, commence the cure of all defaults hereunder to be cured and thereafter

1 diligently process such cure to completion, except such defaults which cannot, in
2 the exercise of reasonable diligence, be cured or performed by the lender or party
3 acquiring title to Tenant's leasehold estate, whereupon Landlord's right to effect a
4 termination of this Lease based upon the default in question shall be deemed
5 waived. Any default not susceptible of being cured by the lender or party acquiring
6 title to Tenant's leasehold estate shall be, and shall be deemed to have been,
7 waived by Landlord upon completion of the foregoing proceedings or acquisition of
8 Tenant's interest in this Lease by any purchaser (who may, but need not be, any
9 lender) at the foreclosure of trustee's sale, or who otherwise acquires Tenant's
10 interest by virtue of the lender's exercise of its remedies, except that, if the default
11 is curable by action of the Landlord, Landlord, may, upon thirty (30) days' prior
12 written notice to Landlord at its sole option, enter into the property and cure the
13 default and charge any cost of such action to Tenant. Notwithstanding the foregoing,
14 any defaults by Tenant in the performance of its indemnification and hold-harmless
15 covenants under this Lease, shall be deemed to be defaults not susceptible of being
16 cured by the lender or party acquiring title to Tenant's leasehold estate.

17 G. All notices by Landlord to any lender shall be given by
18 registered or certified mail, return receipt requested, addressed to the lender at the
19 address last specified in writing to Landlord by the lender.

20 H. However, if any such lender shall fail or refuse to comply with
21 any and all of the conditions of this paragraph, then and thereupon Landlord shall
22 be released from its covenant of forbearance with such lender herein contained.

23 22.1 Lender Defined. The term "lender on the security of the
24 leasehold estate" or "lender" as used in this Lease shall mean the mortgagee under
25 any mortgage, or the beneficiary under any deed of trust encumbering the leasehold
26 estate of Tenant or Tenant's interests therein (including the assignee or successor
27 of any such mortgagee, or trustee of any such mortgage or deed of trust and the
28 holder of any promissory note, bond or other evidence of indebtedness or

1 agreement secured thereby), and delivered for the purpose of securing to such
2 mortgagee, trustee or beneficiary payment of any indebtedness incurred by Tenant
3 and/or the performance of any obligation to be performed by Tenant and secured
4 by such mortgage or deed of trust. Such terms may include the beneficiary under
5 a purchase money deed of trust and other secured parties coming within the above
6 definition, whether or not they have loaned funds to Tenant.

7 22.2 Notice. Landlord's obligations to observe its covenants of
8 forbearance in this paragraph for the benefit of any lender on the security of the
9 leasehold estate, except as may be otherwise provided by law, shall be conditioned
10 upon there having been first delivered to the City a written notice of such
11 encumbrance which shall state the name and address of such lender.

12 22.3 Request for Notice. Upon and immediately after the recording
13 of any trust deed encumbering Tenant's leasehold estate, Tenant, at Tenant's
14 expense, shall cause to be recorded in the Office of the Recorder of Los Angeles
15 County, California, a written request for notice under Section 2924(b) of the
16 California Civil Code that a copy of any notice of default and a copy of any notice of
17 sale under such deed of trust be delivered to Landlord as provided for under Section
18 2924(b) of the California Civil Code. Such request shall be executed by Landlord.
19 Concurrently with Tenant's forwarding such notice to Landlord for execution, Tenant
20 shall furnish to Landlord a complete copy of the trust deed and the notice secured
21 thereby, together with the name and address of the holder thereof.

22 22.4 Estoppel Certificate. If Tenant is in full compliance with the
23 terms of this Lease, it shall be entitled, upon written request, to receive an estoppel
24 certificate from Landlord so stating for the any reasonable purpose associated with
25 the acquisition or maintenance of a loan as mentioned in this Section 25.

26 23. EMINENT DOMAIN:

27 23.1 Definition of Terms. The following definitions shall govern
28 interpretation of this paragraph.

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23.1.1 Total Taking. The term "total taking" as used in this Premises means the taking of the entire Premises under the power of eminent domain or the taking of so much thereof as will in Tenant's judgment prevent or substantially impair the use of the Premises for the uses and purposes then being made or proposed to be made by Tenant of the Premises.

23.1.2 Partial Taking. The term "partial taking" means the taking of a portion only of the Premises which does not constitute a total taking as defined above.

23.1.3 Taking. The term "taking" shall also include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

23.1.4 Date of Taking. The term "date of taking" shall be the date title to the Premises or portion thereof passes and vests in the condemnor or the date of entry of an order for immediate possession by a court of competent jurisdiction in connection with any judicial proceedings in eminent domain or the date physical possession of the Premises is taken or interfered with, whichever first occurs.

23.1.5 Leased Land. The term "leased land" means the real property demised hereby, but exclusive of any and all improvements situated upon the Premises at the commencement of the lease term and also exclusive of all improvements constructed or placed thereon by or under Tenant and exclusive of any grading and other site work performed by or under Tenant.

23.2 Effect of Taking. If during the term hereof there shall be a total or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the Premises, in the event of a total taking, or the portion thereof taken, in the event of a partial taking, shall cease and terminate, as of the date of

1 taking thereof. If this Lease is so terminated in whole or in part, all rentals and other
2 charges payable by Tenant to Landlord hereunder and attributable to the Premises,
3 or portion thereof taken, shall be paid by Tenant up to and prorated through the date
4 of taking by the condemnor.

5 23.3 Allocation of Award. All compensation and damages awarded
6 in connection with a total or partial taking of the Premises, including all
7 improvements thereon, shall be allocated as follows:

8 23.3.1 In the event of a total or partial taking of the Premises,
9 including all improvements thereon, the allocation of the award as between
10 Landlord and Tenant shall be determined by the Landlord and Tenant and, if
11 Landlord and Tenant cannot agree on a determination as to the allocation of
12 said award, in such event, Landlord and Tenant shall submit the
13 determination of said allocation of the award value of the respective interests
14 of Landlord and Tenant to an appraisal process described below.

15 The appraised value of Landlord's interest in the Premises for
16 this purpose shall be based upon the unimproved value of such Premises as
17 burdened and benefitted by this Lease. The appraised value of Tenant's
18 interest in the Premises and the improvements thereon shall be based upon
19 the value of Tenant's ownership of the improvements which it has developed
20 and constructed on the Premises subject to this Lease and Tenant's
21 leasehold interest in such real property. The appraised value of the parties'
22 respective interests shall be determined by members of the American
23 Institute of Real Estate Appraisers. The parties shall commence said
24 appraisal process by each appointing one appraiser within twenty (20)
25 business days after notice from the other that such appraisal is required. The
26 appraisal shall be made on the basis of sales of comparable property in the
27 area of the real property. If it is concluded that there are no such comparable
28 sales, then the appraisal shall be made on the basis of any other reasonable

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method recognized by the American Institute of Real Estate Appraisers. If the two appraisers cannot agree on value, they shall appoint a third appraiser. If the three appraisers are not able to agree on the value of the real property, then the appraised value shall be the average of the two appraisals which are nearest to one another. Each party shall pay for its appraiser. Both parties shall share equally in the cost, if any, of a third appraiser. Nothing set forth herein shall prohibit Tenant from receiving damages from such taking for its loss of business or goodwill.

Taking. If any part, or the whole, of the Premises shall be taken or condemned for a public or quasi-public use, Landlord shall be entitled to, and Tenant hereby quitclaims to Landlord, any and all right, title and interest in any proceeds attributable to the loss of the raw land occasioned by said condemnation based on a valuation of same as if it were cleared, unencumbered by this Lease, and in condition for construction thereon. Tenant shall be entitled to any such award in excess of that paid to Landlord pursuant hereto.

Partial Taking - Continuation with Rent Abatement. In the event the partial taking of the Premises leaves the remainder of the Premises in such location and in such form, shape, or size as to be used effectively and practicably in the opinion of the Tenant, this Lease shall terminate and end only as to the portion of the Premises so taken or transferred as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the Premises not so taken or transferred. From and after such date the rental required to be paid by Tenant to Landlord shall be reduced in the proportion to which the value of the part of the Premises taken or transferred bears to the total value of the Premises.

Voluntary Conveyance. A voluntary conveyance by Landlord

1 to a public utility, agency, or authority under threat of a taking under the power
2 of eminent domain in lieu of formal proceedings shall be deemed a taking
3 within the meaning of this subparagraph 31.3.1. Such a conveyance can
4 only be made upon Landlord first conferring with Tenant. Such a conveyance
5 can only be made with the concurrence of Landlord and Tenant.

6 23.4 Reduction of Rent on Partial Taking. In the event of a partial
7 taking, the rent payable to Tenant shall be adjusted from the date of taking to the
8 date of expiration of the term of this Lease. Such rental adjustment shall be made
9 by reducing the rental payable by Tenant based on the ratio between Landlord's
10 share and the Tenant's share of the award as determined in subparagraph 31.3.1
11 above. In the event that Landlord and Tenant cannot reach agreement as to that
12 amount of rental reduction, the issue of the appropriate rental reduction shall be
13 submitted to appraisal in the same fashion as provided for under subparagraph
14 31.3.1.

15 23.5 Temporary Taking. If all or any portion of the Premises shall
16 be taken by any competent authority for temporary use or occupancy, this Lease, at
17 the option of Tenant, shall continue in full force and effect without reduction or
18 abatement of rent, notwithstanding any other provision of this Lease, statute or rule
19 of law to the contrary, and Tenant shall, in such event, be entitled to the entire award
20 for such taking to the extent that the same shall be applicable to the period of such
21 temporary use or occupancy included in the term of this Lease and Landlord shall
22 be entitled to the remainder thereof.

23 23.6 Proceedings. In any condemnation proceeding affecting the
24 Premises which may affect the estates of Tenant and Landlord, both parties shall
25 have the right to appear in and defend against such action as they deem proper in
26 accordance with their own interests at their own expense. To the extent possible,
27 the parties shall cooperate to maximize any condemnation proceeds payable by
28 reason of the condemnation. Issues between Landlord and Tenant required to be

1 resolved pursuant to this paragraph shall be joined in any such condemnation
2 proceeding to the extent permissible under then applicable procedural rules of such
3 court of law or equity for the purpose of avoiding multiplicity of actions and
4 minimizing the expenses of the parties.

5 24. MISCELLANEOUS:

6 A. Los Angeles River – Tenant understands that the water area in
7 the area of the leased premises is subject to collection of debris from the
8 Los Angeles River runoff. Neither the City nor its officers or employees shall be
9 liable, and Tenant waives all claims for damage to its vessels or its business
10 resulting from the condition of the water within the Downtown area. Tenant's
11 vessels, gear and property thereon, shall be at the leased premises at Tenant's risk
12 and the City shall not be liable for damage thereto, theft or appropriation thereof.

13 B. Parking – Parking facilities at Shoreline Village shall not be
14 used by Tenant's patrons.

15 C. Fourth of July – Tenant recognizes that it is the responsibility of
16 the City to maintain a safe and secure environment for the public at all times.
17 Annually, the Rainbow Harbor area experiences exceptional visitor and activity
18 levels related to the 4th of July. To mitigate the impact to public safety and security,
19 the City may limit Rainbow Harbor activity. Tenant agrees to be bound by
20 reasonable restrictions on its activities in or around the leased premises on such
21 day or day(s) of 4th of July activities each year of the term of this Lease. Such
22 restrictions may include limitations on the hours businesses may operate, including
23 those of Tenant in the leased premises. Tenant waives any and all claims that it
24 might ever have against City as a result of any adverse impact on its operations or
25 business as a result of such City restrictions relating to 4th of July activities.

26 D. Grand Prix – Tenant recognizes that the area of City in which
27 tenant will operate is annually impacted by the running of the Long Beach Grand
28 Prix. Tenant waives any and all claims that it might ever have against City or the

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511


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operators of said Grand Prix as a result of any adverse impact on its operations or business as a result of said race.”


E. Landlord waives any claims it might otherwise have against Tenant for failure to maintain adequate fuel or other inventory where such failure is due to City imposed or approved restrictions affecting access by suppliers to the Premises or either of them.

M. O. DION & SONS, INC., a California corporation

2/5, 2020

By 
Name MATT COLVEN
Title PRESIDENT

2/5, 2020

By 
Name Bill Frank
Title CFO

“Tenant”

CITY OF LONG BEACH, a municipal corporation

February 26, 2020

By 
City Manager

“City”

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Lease Agreement is approved as to form on FEB. 18, 2020

CHARLES PARKIN, City Attorney

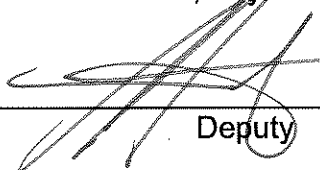
By: 
Deputy

EXHIBIT “A”

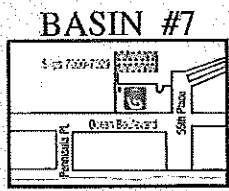
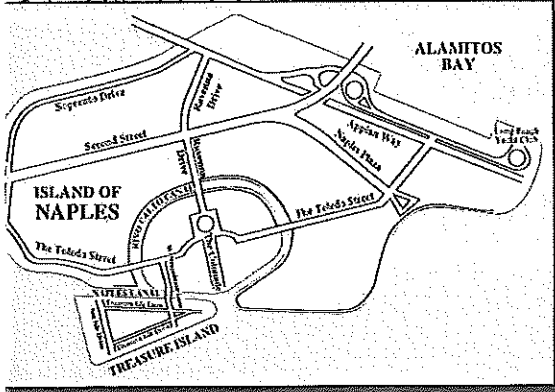
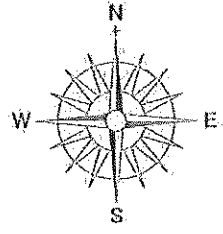
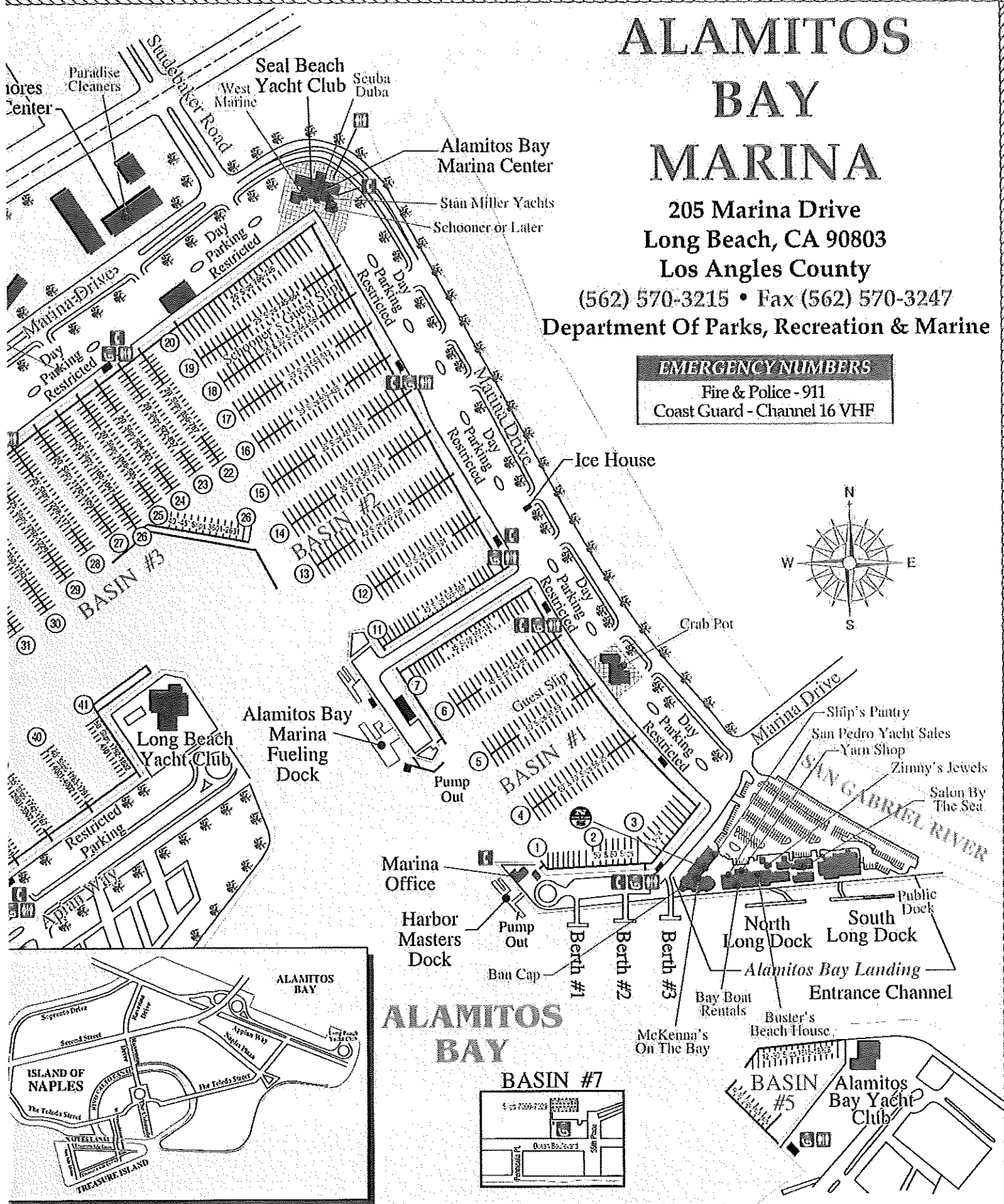
ALAMITOS BAY MARINA

205 Marina Drive
Long Beach, CA 90803
Los Angeles County

(562) 570-3215 • Fax (562) 570-3247
Department Of Parks, Recreation & Marine

EMERGENCY NUMBERS

Fire & Police - 911
Coast Guard - Channel 16 VHF





Fuel Dock located within Alamos Bay Marina.
Address: 227 North Marina Dr.
Long Beach, CA 90803

1 LEASED PREMISES

2
3 Lessor hereby leases to Lessee and Lessee hereby
4 accepts the following described real property in the City of
5 Long Beach, State of California, which is composed of two par-
6 cels:

7 1. Beginning at an angle point in the northwesterly
8 line of Marina Drive as show on map recorded in
9 Book 84, page 83 of Record of Surveys in the
10 office of said County Recorder, said point being
11 in the southwesterly line of the strip of land,
12 200 feet in width, conveyed by the Pacific
13 Electric Railway Company to the City of Long
14 Beach, by deed recorded in Book D-162, page 312
15 of Official Records of said County; thence along
16 said southwesterly line N 42° 17' 11" W 830.04
17 feet; thence S 47° 42' 49" W 166.00 feet to the
18 True Point of Beginning; thence S 42° 17' 11"
19 E 30.00 feet; thence 47° 42' 49" W 32.00 feet;
20 then S 82° 42' 20" W 24.41 feet; thence N
21 42° 17' 11" W 16.00 feet; thence N 47° 42' 49"
22 E 11.00 feet; thence N 42° 17' 11" W 44.17 feet;
23 thence S 47° 42' 49" W 58.00 feet; thence N 42°
24 17' 11" W 22.00 feet; thence N 47° 42' 49" E 88.00
25 feet; thence S 42° 17' 11" E 66.17 feet; thence N
26 47° 42' 49" E 11.00 feet to the True Point of
27 Beginning.

18 2. That portion of Tide Land Location No. 137 con-
19 veyed to the City of Long Beach by grant deed
20 recorded in Book 34647, pages 270-275 inclusive
21 of Official Records, in the office of the County
22 Recorder of the County of Los Angeles, described
23 as follows:

24 Beginning at an angle point in the northwesterly
25 line of Marina Drive as shown on map recorded in
26 Book 84, page 83 of Record of Surveys in the
27 office of said County Recorder, said point being
28 in the southwesterly line of the strip of land,
200 feet in width, conveyed by the Pacific
Electric Railway Company to the City of Long
Beach, by deed recorded in Book D-162, page 312
of Official Records of said County; thence along
said southwesterly line N 42° 17' 11" W 830.04
feet; thence S 47° 42' 49" W 177.00 feet; thence
N 42° 17' 11" W 66.17 feet to the True Point of
Beginning of this description; thence S 47° 42'
49" W 88.00 feet; thence N 42° 17' 11" W 22.00
17'

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
Telephone (213) 590-6081

INITIAL
HERE

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
Telephone (213) 590-6061

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feet; thence N 47° 42' 49" E 168.00 feet; thence
S 42° 17' 11" E 44.00 feet; thence S 47° 42'
49" W 80.00 feet; thence N 42° 17' 11" W
22.00 feet to the True Point of Beginning.

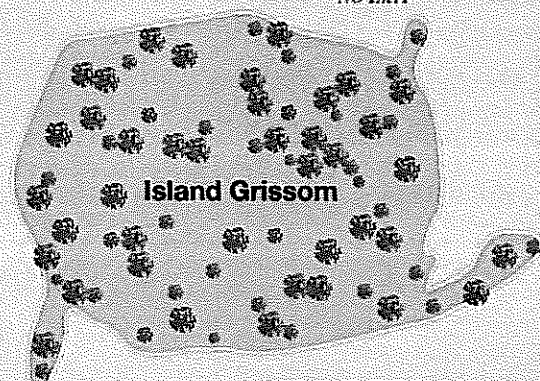
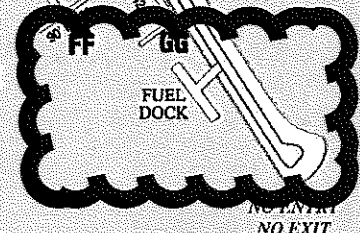
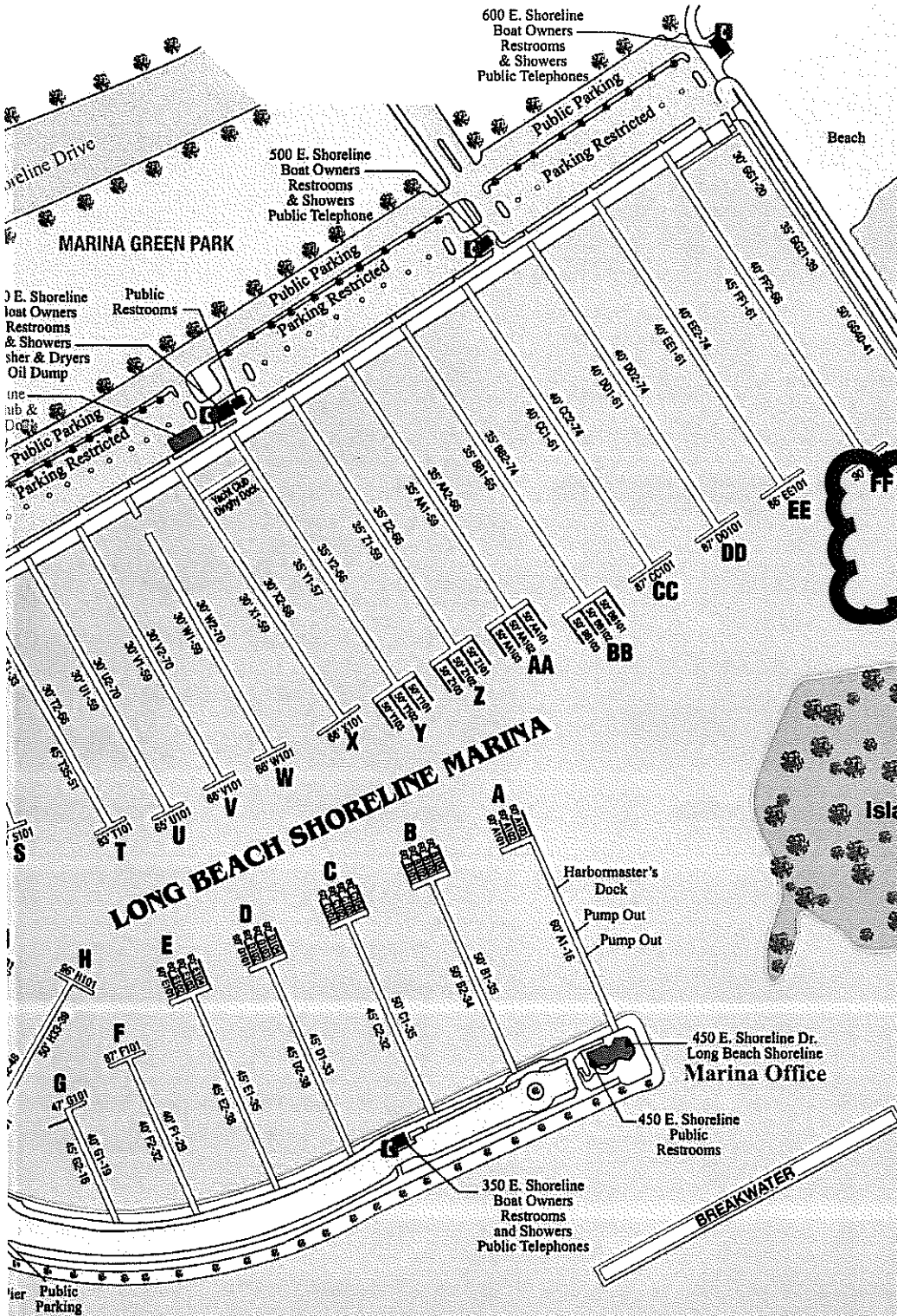
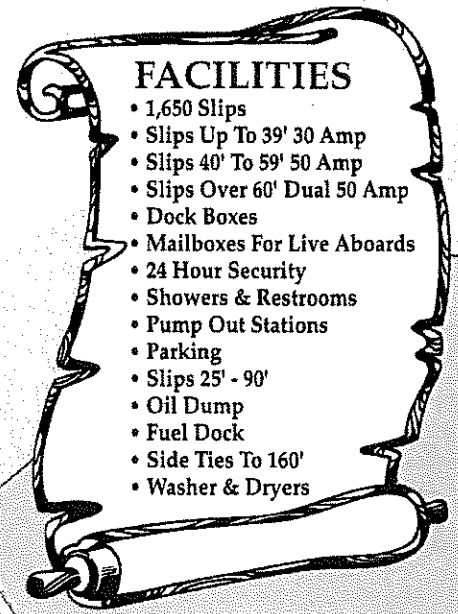
LONG BEACH SHORELINE MARINA

450 E. Shoreline Drive • Long Beach, CA 90802

Los Angeles County

(562) 570-4950 • Fax (562) 570-1799

Department Of Parks, Recreation & Marine



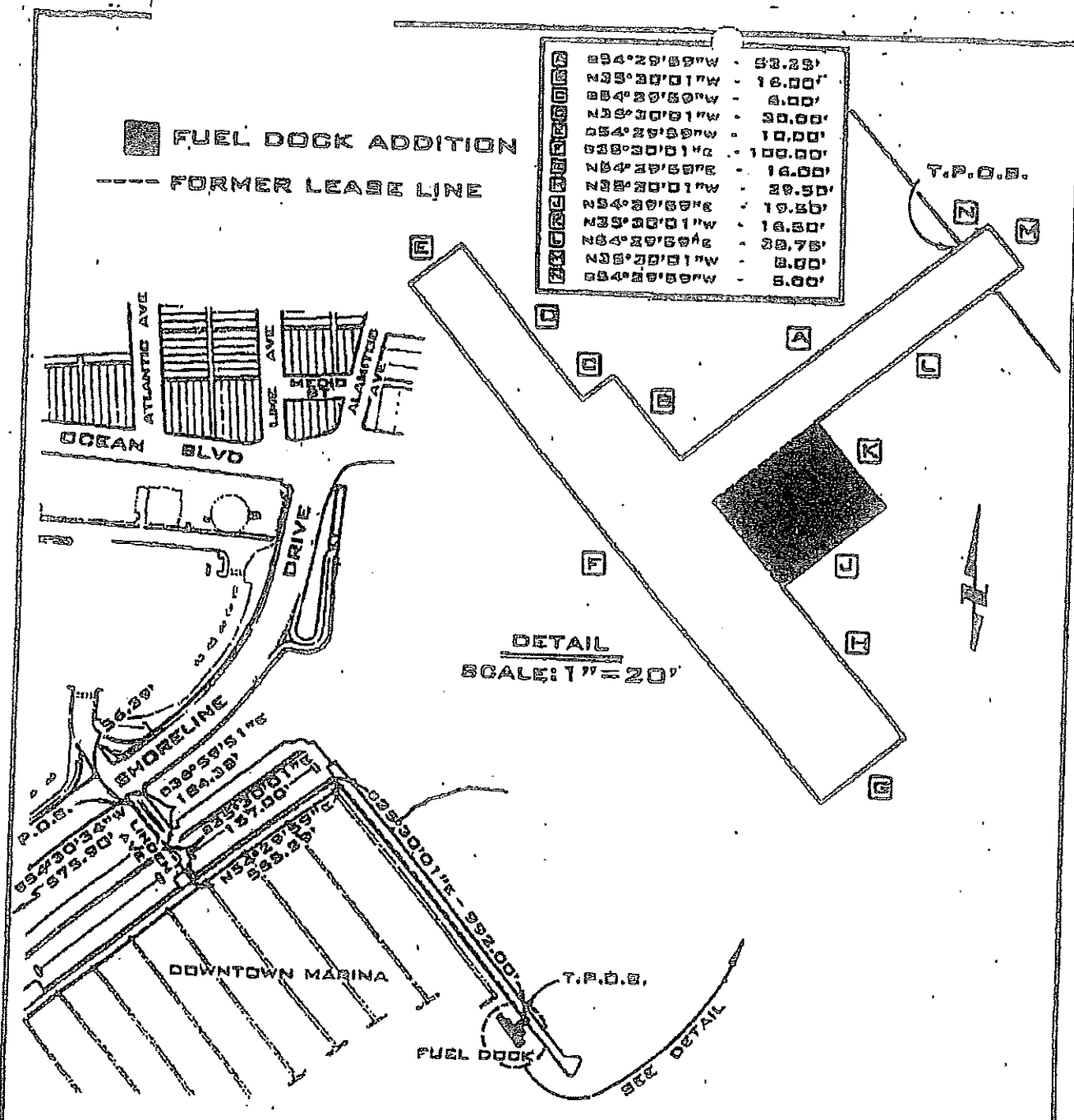
EMERGENCY NUMBERS

Fire & Police - 911
 From Cell Phone:
 562-435-6711
 Coast Guard - Channel 16 VHF

Sailing & Cruising
 The Shoreline and Rainbow Harbor Marinas shall be entered only for the purpose of docking vessels. No sailing or cruising in the marina proper is allowed.

Not For Navigational Purposes

All Rights Reserved ©



REVISION DATE: 6-22-00

CITY OF LONG BEACH - CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS - CHRISTOPHER J. BARNER, ASST. DIRECTOR

LEASE AREA MAP FOR
DOWNTOWN MARINA FUEL DOCK
 (REVISED)

**DOWNTOWN MARINA FUEL DOCK AREA
REVISED
LEGAL DESCRIPTION**

That portion of the artificially created land within the tidelands and submerged lands conveyed to the City of Long Beach by the State of California under an act of May 1, 1911, Chapter 676, Page 1304 as amended, as shown on City Engineer's File Map B-1774, sheets 1 through 4 inclusive, dated June 9, 1959, on file with the City of Long Beach, described as follows:

Beginning at the northeasterly terminus of that certain course described as "South 54° 30' 34" West 575.90 feet" in the public street dedication, Resolution C-23471 of the Long Beach City Council and recorded January 31, 1963 as Document No. 83-125119 in the office of the County Recorder of the County of Los Angeles; thence northeasterly along the prolongation of said course 56.39 feet; thence South 36° 59' 51" East 184.38 feet; thence South 35° 30' 01" East 167.00 feet; thence North 54° 29' 59" East 555.29 feet; thence South 35° 30' 01" East 992.00 feet to the TRUE POINT OF BEGINNING; thence South 54° 29' 59" West 53.25 feet; thence North 35° 30' 01" West 16.00 feet; thence South 54° 29' 59" West 6.00 feet; thence North 35° 30' 01" West 30.00 feet; thence South 54° 29' 59" West 10.00 feet; thence South 35° 30' 01" East 100.00 feet; thence North 54° 29' 59" East 16.00 feet; thence North 35° 30' 01" West 29.50 feet; thence North 54° 29' 59" East 19.50 feet; thence North 35° 30' 01" West 16.50 feet; thence North 54° 29' 59" East 38.75 feet; thence North 35° 30' 01" West 8.00 feet; thence South 54° 29' 59" West 5.00 feet to the TRUE POINT OF BEGINNING, said area containing 2208 square feet more or less.



REVISION DATE: 6-22-00

CITY OF LONG BEACH - CALIFORNIA
DEPARTMENT OF PUBLIC WORKS - CHRISTOPHER J. GARNER, ACTING DIRECTOR

**LEGAL DESCRIPTION FOR
DOWNTOWN MARINA FUEL DOCK
(REVISED)**

EXHIBIT “B”



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number PR19-055
For
Alamitos Bay Marina and Shoreline Marina Fueling Facility
Operator

Release Date:	02/05/2019
Mandatory Pre-Proposal Meeting:	03/07/2019
Questions Due to the City:	03/19/2019
Posting of the Q & A:	03/28/2019
Due Date:	05/09/2019

City Contact: Tommy Ryan Acting Buyer 562-570-5664

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

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

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2016 0919



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

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ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE
- H REFERENCE LIST

- APPENDIX 1 MAP OF THE FUELING FACILITY AT ALAMITOS BAY MARINA
- APPENDIX 2 MAP OF THE FUELING FACILITY AT SHORELINE MARINA
- APPENDIX 3 FUEL DOCK FACILITY OPERATOR INSURANCE REQUIREMENT

- ATTACHMENT 1 WATER QUALITY MANAGEMENT PLAN/SUSMP



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

1. OVERVIEW OF PROJECT

The City of Long Beach (City), through its Parks, Recreation and Marine Department (Department), seeks an experienced marina fueling facility operator to operate and maintain a waterside boater's fueling facility with associated boating services in the Alamitos Bay Marina, and perform similar services at the Shoreline Marina.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Department of Parks, Recreation, and Marine Bureau / Marine Bureau
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

3. SCOPE OF PROJECT

The City is seeking an operator that will provide the expertise and ability to operate and maintain the existing fueling facility for the Alamitos Bay Marina, along with the Shoreline Marina and surrounding boating communities. The operator shall adhere to the requirements set forth in the RFP package. The operator shall also explicitly adhere to Lease Agreement requirements. The goal of the City is to select an experienced operator capable of facilitating the requirements of the Lease Agreement. The selected operator must be a financially stable company qualified to operate and maintain a marina fueling facility. The operator must be capable of performing all the necessary tasks to the satisfaction of the City.

3.1 Alamitos Bay Marina Fueling Facility

The Alamitos Bay Marina fueling facility incorporates side-tie berthing for a vessel assist program and a slip designed for emergency repairs and boat maintenance. The facility includes boater supply amenities within existing structures. Landside access includes a gangway from the facility to the adjacent parking lot.

The parcel is located in the main channel of the Marina, situated between the large boat basins (Basins 1 and 2). The site is strategically located for all boaters entering and existing the Marina basins and Naples Island inlets and harbors. See Appendix 1.

3.2 Shoreline Marina Fueling Facility

The Shoreline Marina fuel dock is adjacent to Dock GG, along the mole road to the end of the rock jetty; located at 700 E. Shoreline Drive. The recently renovated facility includes a 105-foot-long, 2,068-square-foot dock which houses a 380-square foot-office, store and public restroom. Dual product (unleaded and diesel) UST with stainless steel product piping running the length of a 1,000-foot causeway is also a part of the dispensing facility. This facility has been an integral component of the adjacent Shoreline boating community. See Appendix 2.

3.3 Fueling Options

3.3.1 GASOLINE

Gasoline shall be CARB-approved unleaded gasoline. The anti-knock index for regular unleaded gasoline shall not be less than 87 octane, and not less than 91 octane for Premium. Gasoline shall have adequate levels of deposit control additives in accordance with California Code of Regulations Title 13, Section 2257. Contractor shall provide oxygenated gasoline during the control period (November 1st to February 29th) for the Long Beach, CA area. The City prefers Ether blended gasoline during oxygenated season.

3.3.2 DIESEL

Contractor shall provide CARB-approved Red Dye Ultra Low Sulfur Diesel #2 or Red Dye Renewable Diesel (preferred) fuel upon request for off-road purposes. Ultra-Low Sulfur



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Diesel #2 is characterized by low sulfur content (maximum 15 parts per million) and a number of other properties, such as a high cetane number (minimum 57) which leads to lower emissions. Red Dye Renewable Diesel shall meet ASTM D975 specifications.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to rffpurchasing@longbeach.gov by **11:00 AM PST on 03/19/19**. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.2 **RFP Timeline (times indicated are Pacific Time)**

<u>TASK</u>	<u>DATE/TIME</u>
Mandatory pre-proposal meeting/site walk	03/07/19 at 10:00 AM
Deadline for submitting questions	03/19/19 by 11:00 AM
Answers to all questions submitted available	03/28/19 by 11:00 AM
Deadline for submission of proposals	04/09/19 by 11:00 AM

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

4.2.1 **Mandatory Pre-Proposal Meeting**

A **mandatory** pre-proposal meeting is scheduled for 03/07/19 at 10:00 AM PST at Alamitos Bay Marina Office 205 N. Marina Drive, Long Beach, CA 90803. The purpose of this conference is to provide a job walk. Questions should still be submitted in writing. It is recommended that Contractors bring a copy of the RFP document to this meeting, as limited copies will be available. **Only firms that attend will be allowed to submit a proposal to this RFP.**

Public Parking is available at Alamitos Bay Marina Office Guest Lot. Parking passes will be available inside the office at the front desk.

RSVPs are not required, but helpful in determining the required City staff needed to assist at the conference. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-proposal conference.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 Proposals must be received by **11:00 AM PST on 04/09/19**. Proposals that do not arrive by the specified date and time **WILL NOT BE ACCEPTED**. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will **NOT** be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

references made to the tab, page, section and/or paragraph where the supplemental information can be found.

- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.
- 4.11 A responsive proposal will include the following completed documents:
- Narrative/Technical Proposal
 - Cost Proposal
 - Attachment A – Compliance with the Terms and Conditions of the RFP; signed with any exceptions noted
 - Attachment C – Statement of Non-Collusion; signed and dated
 - Attachment D – Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate; signed and dated
 - Attachment E – Contractor's W-9 and completed Vendor Application Form
 - Attachment F – Secretary of State Registration. Contractor's must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
 - Attachment G – Equal Benefits Ordinance (EBO) Form; signed and dated
 - Attachment I – Reference List; See Section 9.3
 - Financial Stability – See Section 9.1
 - Addenda (if applicable) – Signed and dated



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - 5.1.1 Demonstrated competence and qualifications;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise, availability, and qualifications of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP;
 - 5.1.6 Reasonableness of cost; and
 - 5.1.7 Ability to enter into a lease agreement that meets or exceeds all expectations of the City.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



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7. PROJECT SPECIFICATIONS

7.1 The City is seeking a Contractor that will provide the expertise and ability to operate and maintain the existing and proposed new fueling facility for the Alamitos Bay Marina, along with the Shoreline Marina and surrounding boating communities. The operator will adhere to the requirements set forth in the RFP bid package. (Please see Appendix 1 and Appendix 2.) **See Sections 13.27 – 13.30 for labor requirements.**

7.2 Additional Maintenance Requirements

7.2.1 Tenant shall cooperate with City staff, agents and vendors to allow access to the leased premises for completion of the following items during the term of the Lease. City shall arrange, contract, and pay for the following items through the standard government competitive bidding process, and shall give written notice of said costs to Tenant as soon as any such contracts are executed. All costs associated with said items shall be reimbursed to the City by the Tenant. Onsite documentation of these items are to be available 24/7.

- Underground Storage Tank (UST) regulatory compliance testing:
 - Annual monitoring system testing and certification;
 - Annual spill bucket testing;
 - Annual vapor system testing;
 - Annual line leak detector testing; and
 - 30-Day Designated Operator (DO) Inspections.
- Required inspections, monitoring and items per the consent judgment agreement in force between the City and the State of California including, but not limited to:
 - Semi-weekly inspections by Fleet Services staff; and
 - Remote 24/7 monitoring of the fuel system both on land and on/in dock through the UST monitoring system.
- All required permits for the operation of the fuel site, including, but not limited to:
 - AQMD permit and annual permit renewals;
 - CUPA permit and annual permit renewals; and
 - FIRE permit and annual permit renewals.
- Annual facility employee training to existing employees and new employees within 30 days of hire date.

7.2.2 Tenant shall cooperate with City staff, agents and vendors to allow access to the leased premises for the repair and maintenance of equipment during the term of the Lease. City shall be responsible for costs associated with the repair and maintenance of equipment including, but not limited to the following items:



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- Underground Storage Tank(s) (UST);
- Piping including underground, in/on dock and between land and dock;
- Piping supports and containment;
- Dispensers and under dispenser containment (UDC);
- Hose reel containment pan;
- UST monitoring system;
- Fuel pumps; and
- Tank and transition sumps.

7.2.3 Tenant, at Tenant's sole cost and expense, shall be responsible for the following additional maintenance requirements:

- In accordance with all Federal, State and Local regulations governing UST and Marina fueling facilities, Tenant shall maintain, repair and keep in good appearance and working order the fueling system equipment including, but not limited to:

Fuel dispensing:

- Hoses;
- Nozzles;
- Hose reels; and
- Meters and meter calibration.

Fire extinguishers and cabinets:

- On fuel dock;
- On/Next to gangway to fuel dock;
- Near UST locations.

- Perform daily system & site inspections and keep records of such. Provide copies of these records to Fleet Services each month.
- Keep all UDCs and hose reel containment pans free of liquid and debris.
- Allow City staff to perform semi-weekly inspections and maintain the required site documents readily accessible 24/7 on site.
- Maintain a good appearance by keeping all equipment and structures clean, in good repair and working order.
- Notify the City (Fleet Services) of any damage or non-compliance issues with the UST and/or fueling system immediately.
- Follow all Federal, State and Local rules and regulation in case of a spill, release or incident and notify the City (Fleet Services) as well as do everything possible to immediately stop any spill/release.
- Be responsible for the remediation and cleanup of any spill or release of fuel/petroleum into the soil, groundwater or water way surrounding the fuel site/dock.



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- Be responsible for the resolution of federal, state, and local regulatory violations due to operator error. Tenant will be held liable for fees and penalties.
- Maintain a safe, clean, working environment.
- Receive Facility Employee training from the City's Designated Operator (DO) annually and upon hiring new employees.
- Notify the City (Fleet Services) of new employee hires within five (5) business days so they can receive the State-required Facility Employee training.
- **See Sections 13.27 – 13.30 for labor requirements.**

7.3 Best Management Practices (BMP) Program

7.3.1 By acceptance of the leased premises, the Tenant agrees that the water-borne berthing of boat(s) at the approved docks at the leased premises will be managed in a manner that protects water quality pursuant to the implementation of the following BMPs and the specific best management practices set forth in the Water Quality Management Plan for Shoreline Marina Fuel Dock and Alamitos Bay Marina Fuel Dock (Updated April 1, 2016):

- Boat Cleaning and Maintenance Measures:
 - In-water hull washing which does not occur by hand shall be prohibited.
 - In-water top-side and bottom-side boat cleaning shall minimize the discharge of soaps, paints and debris.
 - Only detergents and cleaning components that are designated by the manufacturer as phosphate-free and biodegradable shall be used, and only minimal amounts shall be used.
 - The use of detergents containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates or lye shall be prohibited.
 - In-the-water hull scraping or any process that occurs under water that results in the removal of paint from boat hulls is prohibited.
- Solid and Liquid Waste Management Measures:
 - All trash, recyclables, and hazardous wastes or potential water contaminants, including old gasoline or gasoline with water, absorbent materials, oily rags, lead acid batteries, anti-freeze, waste diesel, kerosene and mineral spirits shall be disposed of in a proper manner and shall not at any time be disposed of in the water or gutter.
 - Containers for recyclables shall be provided on the dock to the extent of available dock space without creating a hazard and sited so that they are convenient for boaters.



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- All trash and separate containers for recyclables, oil wastes, fish wastes, etc., shall be clearly marked, have the capacity to handle all waste streams, be sited on the dock so that they are convenient for boaters, and shall be installed or placed on-site following satisfactory arrangements with Landlord for the disposition of such collected recyclables.
- All solid waste, including sewage, shall be properly disposed of only at appropriately designated facilities.
- Petroleum Control Management Measures:
 - BMPs shall be implemented to minimize the potential for accidental discharges during fueling activities.
 - Oil absorbent materials should be examined at least once a year and replaced as necessary.
 - Tenant shall recycle petroleum products and oil absorbent materials, if possible, or dispose of them in accordance with hazardous waste disposal regulations.
 - Bilges of any vessels operated by Tenant shall be cleaned and maintained.
 - The use by Tenant, its agents or employees, of detergents or soaps that can be discharged by bilge pumps is prohibited.

7.4 Building Maintenance

7.4.1 The facilities are adjacent to high profile tourist areas that have been the subject of substantial public and private investment and their upkeep and overall appearance are of great importance to the community. It is therefore essential that the Tenant comply with the following maintenance obligations of this Lease. **See Sections 13.27 – 13.30 for labor requirements.**

- Tenant shall be fully responsible for the maintenance and repair of the exterior of all building improvements.
- The buildings must be maintained in a first-class condition as determined by the City.
- Tenant shall be responsible for painting the buildings and maintaining, repairing and replacing plaster, awnings, trim, doors, windows and the roof as is necessary.
- Any graffiti must be removed immediately upon discovery. If Tenant fails to immediately remove the graffiti, the City reserves the right to do so, and will invoice the Tenant for its full cost of labor and materials.
- Tenant shall be responsible for the upkeep of the interior of the leased premises, including but not limited to maintaining, repairing and replacing the electrical, mechanical and plumbing systems and fixtures within the leased premises as necessary.



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- Tenant shall be responsible for keeping the area between the buildings and dock areas free of trash and debris from the Tenant's operation.

7.5 Dock and Equipment Maintenance

7.5.1 The Tenant is responsible for the maintenance and repair of all equipment and the dock areas, including compliance with the following maintenance requirements, where applicable. **See Sections 13.27 – 13.30 for labor requirements.**

- Maintain docks in good order, repair, and condition at all times during the lease term.
- Maintain adequate inventory to service customers during all hours of operation.
- Maintain and repair the rub rail, cleat, dock boxes, hose bibs and utilities, and maintain, but not replace, the decking.
- Any structural repairs to the dock and to the gangway, to the extent repairs are needed to correct a condition caused by the Tenant. Otherwise, Landlord shall make all structural repairs to the docks, pilings, gangway and other improvements owned by Landlord.
- Maintenance or repair of vessels from the docks, except at the Alamitos Bay Marina fuel dock location consistent with past practice and procedure, is prohibited, where applicable. The maintenance of all berthed vessels shall follow the Long Beach Marina Rules and Regulations.
- Conduct all maintenance operations of the docks in accordance with the National Pollutant Discharge Elimination Program.
- No litter, debris, freestanding oil, grease, "green waste" and other materials, substances and contaminants may be washed, swept or blown into the Alamitos Bay or Shoreline Marinas. All of the above must be removed from the docks prior to washing the docks.
- For washing operations, Tenant shall use potable water only and no cleaning agent(s).

7.6 Tenant shall also adhere to all policies and procedures listed in the City of Long Beach Marina Facilities SUSMP/WQMP document, copies of which may be obtained from Landlord, if and when applicable.

8. **WARRANTY/MAINTENANCE AND SERVICE**

The Contractor shall provide good, prompt, and efficient service, adequate to meet all reasonable demands. In the event of Equipment malfunction, contractor shall provide service within 24 hours. Contractor shall maintain all Contractor provided equipment.



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9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. **Specify the number of full time and part-time employees residing in Long Beach.**
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial stability: **Proposers must provide financial statements giving the City enough information to determine financial stability.** These statements may include, but are not limited to:
 - a) Financial Statement or Annual Report;
 - b) Business tax return;
 - c) Statement of income and related earnings;
 - d) Statement of Changes in financial position;
 - e) Letter from the proposer's banking institution;
 - f) Statement from a certified public accounting firm.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?



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Yes _____ No _____ Initials _____

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.



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10. COST

- 10.1 The costs associated with the project should be of fair market value, and is to be fully outlined and disclosed by the contractor in the submittal of the proposal.
- 10.2 The contractor is to assume all expenses that are not disclosed in the proposal.

11. BONDS

11.1 Faithful Performance Bond

The successful proposer shall submit a Faithful Performance Bond for 100 percent of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

11.2 Labor and Materials Bond

The Contractor shall submit a Labor and Materials Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802, if the total bid amount is more than \$25,000.00. The amount of the bond shall be (Contractor shall complete) \$_____ (which is 100 percent of the Contract amount) and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

11.3 Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each



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signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).



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- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).



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- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S.



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Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).

12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

13. TERMS, CONDITIONS AND EXCEPTIONS

13.1 This contract will be for a period of 24 months with three annual renewal options at the discretion of the City.

13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.

13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.

13.4 The City reserves the right to reject any or all proposals received prior to contract award.

13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.

13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.

13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.



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- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.



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- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest. Please see **Attachment H**.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal.



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Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.

- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

- 13.27 All work performed in connection with construction, alteration, demolition, installation, maintenance, or repair work shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by



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legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

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

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

The provisions of this Section shall survive the expiration or termination of this Contract.

The awarded contractor shall be required to notify the City prior to any construction, demolition, installation, maintenance, or repair work initiated for the leased premises. Those types of public works projects will require Certified Payroll Reports to be submitted weekly, and are subject to labor compliance monitoring.

13.28 CALIFORNIA WAGE RATE REQUIREMENTS: Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work, in accordance with prevailing wage determination **2018-2**. In accordance with the provisions of California Labor Code Sections 1771, 1774-1776, 1777.5, 1813 and 1815, the Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract, where such rates are not less than the above-referenced Federal Wage Decision. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor. [California Labor Code Section 1773.2] [LBMC 2.87.120]



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- 13.29 **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls may be required to be submitted electronically directly to the Department of Industrial Relations.
- 13.30 **APPRENTICESHIP EMPLOYMENT:** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.



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Attachment B

PRO-FORMA AGREEMENT

[ATTACHED FOR REFERENCE; TO BE COMPLETED UPON CONTRACT AWARD]

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of _____,
for reference purposes only, pursuant to a minute order adopted by the City Council of the
City of Long Beach at its meeting on _____, 20___, by and between
_____, a _____ corporation/limited liability
company etc. ("Consultant"), with a place of business at _____,
and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be
performed in connection with _____ ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly
described in Exhibit "A", attached to this Agreement and incorporated by this
reference, in accordance with the standards of the profession, and City shall pay for
these services in the manner described below, not to exceed _____ Dollars
(\$_____), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one
fiscal year shall be contingent upon the City Council of the City appropriating the
necessary funds for such payment by the City in each fiscal year during the term of

1 this Agreement. For the purposes of this Section, a fiscal year commences on
2 October 1 of the year and continues through September 30 of the following year. In
3 the event that the City Council of the City fails to appropriate the necessary funds
4 for any fiscal year, then, and in that event, the Agreement will terminate at no
5 additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for
7 these services; provided, however, that access to City documents, records and the
8 like, if needed by Consultant, shall be available only during City's normal business
9 hours and provided that milestones for performance, if any, are met.

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

24 E. Consultant represents that Consultant has obtained all
25 necessary information on conditions and circumstances that may affect its
26 performance and has conducted site visits, if necessary.

27 F. CAUTION: Consultant shall not begin work until this
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on
3 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner
4 terminated as provided in this Agreement, or unless the services or the Project is
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

7 A. Consultant shall coordinate its performance with City's
8 representative, if any, named in Exhibit "C", attached to this Agreement and
9 incorporated by this reference. Consultant shall advise and inform City's
10 representative of the work in progress on the Project in sufficient detail so as to
11 assist City's representative in making presentations and in holding meetings on the
12 Project. City shall furnish to Consultant information or materials, if any, described
13 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
14 shall perform any other tasks described in the Exhibit.

15 B. The parties acknowledge that a substantial inducement to City
16 for entering this Agreement was and is the reputation and skill of Consultant's key
17 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
18 reference. City shall have the right to approve any person proposed by Consultant
19 to replace that key employee.

20 4. INDEPENDENT CONTRACTOR. In performing its services,
21 Consultant is and shall act as an independent contractor and not an employee,
22 representative or agent of City. Consultant shall have control of Consultant's work and the
23 manner in which it is performed. Consultant shall be free to contract for similar services to
24 be performed for others during this Agreement; provided, however, that Consultant acts in
25 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
26 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
27 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
28 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of

1 the usual and customary rights, benefits or privileges of City employees. Consultant
2 expressly warrants that neither Consultant nor any of Consultant's employees or agents
3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

5 A. As a condition precedent to the effectiveness of this
6 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
7 duration of this Agreement, from insurance companies that are admitted to write
8 insurance in California and have ratings of or equivalent to A:V by A.M. Best
9 Company or from authorized non-admitted insurance companies subject to Section
10 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
11 by A.M. Best Company, the following insurance:

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

27 ii. Workers' Compensation insurance as required by the
28 California Labor Code and employer's liability insurance in an amount not

1 less than \$1,000,000. This policy shall be endorsed to state that the insurer
2 waives its right of subrogation against City, its boards and commissions, and
3 their officials, employees and agents.

4 iii. Professional liability or errors and omissions insurance
5 in an amount not less than \$1,000,000 per claim.

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

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

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

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

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in
2 compliance with this Section unless otherwise agreed in writing by City's Risk
3 Manager or designee.

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

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

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

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
23 contemplates the personal services of Consultant and Consultant's employees, and the
24 parties acknowledge that a substantial inducement to City for entering this Agreement was
25 and is the professional reputation and competence of Consultant and Consultant's
26 employees. Consultant shall not assign its rights or delegate its duties under this
27 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
28 of City, except that Consultant may with the prior approval of the City Manager of City,

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

9 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
10 certifies that, at the time Consultant executes this Agreement and for its duration,
11 Consultant does not and will not perform services for any other client which would create
12 a conflict, whether monetary or otherwise, as between the interests of City and the interests
13 of that other client. Consultant further certifies that Consultant does not now have and shall
14 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
15 other source of income, interest in real property or investment which would be affected in
16 any manner or degree by the performance of Consultant's services hereunder. And,
17 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
18 and contractors.

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

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed or assembled by Consultant or furnished to Consultant in connection
25 with this Agreement, including but not limited to documents, estimates, calculations,
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
27 models, reports, summaries, drawings, designs, notes, plans, information, material and
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and
2 for any purpose without payment of further compensation to Consultant. Copies of Data
3 may be retained by Consultant but Consultant warrants that Data shall not be made
4 available to any person or entity for use without the prior approval of City. This warranty
5 shall survive termination of this Agreement for five (5) years.

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

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

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

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

21 15. LAW. This Agreement shall be construed in accordance with the laws
22 of the State of California, and the venue for any legal actions brought by any party with
23 respect to this Agreement shall be the County of Los Angeles, State of California for state
24 actions and the Central District of California for any federal actions. Consultant shall cause
25 all work performed in connection with construction of the Project to be performed in
26 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
27 county or municipal governments or agencies (including, without limitation, all applicable
28 federal and state labor standards, including the prevailing wage provisions of sections 1770

1 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
2 fire marshal, health officer, building inspector, or other officer of every governmental
3 agency now having or hereafter acquiring jurisdiction.

4 16. PREVAILING WAGES.

5 A. Consultant agrees that all public work (as defined in California
6 Labor Code section 1720) performed pursuant to this Agreement (the “Public
7 Work”), if any, shall comply with the requirements of California Labor Code sections
8 1770 *et seq.* City makes no representation or statement that the Project, or any
9 portion thereof, is or is not a “public work” as defined in California Labor Code
10 section 1720.

11 B. In all bid specifications, contracts and subcontracts for any
12 such Public Work, Consultant shall obtain the general prevailing rate of per diem
13 wages and the general prevailing rate for holiday and overtime work in this locality
14 for each craft, classification or type of worker needed to perform the Public Work,
15 and shall include such rates in the bid specifications, contract or subcontract. Such
16 bid specifications, contract or subcontract must contain the following provision: “It
17 shall be mandatory for the contractor to pay not less than the said prevailing rate of
18 wages to all workers employed by the contractor in the execution of this contract.
19 The contractor expressly agrees to comply with the penalty provisions of California
20 Labor Code section 1775 and the payroll record keeping requirements of California
21 Labor Code section 1771.”

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

25 18. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its
27 Boards, Commissions, and their officials, employees and agents (“Indemnified
28 Parties”), from and against any and all liability, claims, demands, damage, loss,

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
2 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
3 in connection with (1) Consultant's breach or failure to comply with any of its
4 obligations contained in this Agreement, including any obligations arising from the
5 Project's compliance with or failure to comply with applicable laws, including all
6 applicable federal and state labor requirements including, without limitation, the
7 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
8 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
9 employees, agents, subcontractors, or anyone under Consultant's control, in the
10 performance of work or services under this Agreement (collectively "Claims" or
11 individually "Claim").

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

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

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

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

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

2 20. NONDISCRIMINATION.

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

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

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
25 accordance with the provisions of the Ordinance, this Agreement is subject to the
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The
2 Consultant agrees to post the following statement in conspicuous places at its place
3 of business available to employees and applicants for employment:

4 "During the performance of a contract with the City of Long Beach, the
5 Consultant will provide equal benefits to employees with spouses and its
6 employees with domestic partners. Additional information about the City of
7 Long Beach's Equal Benefits Ordinance may be obtained from the City of
8 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

23 22. NOTICES. Any notice or approval required by this Agreement shall
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
25 postage prepaid, addressed to Consultant at the address first stated above, and to City at
26 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
27 to the City Engineer at the same address. Notice of change of address shall be given in
28 the same manner as stated for other notices. Notice shall be deemed given on the date

1 deposited in the mail or on the date personal delivery is made, whichever occurs first.

2 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

24 25. WAIVER. The acceptance of any services or the payment of any
25 money by City shall not operate as a waiver of any provision of this Agreement or of any
26 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
27 Agreement shall not constitute a waiver of any other or subsequent breach of this
28 Agreement.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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Name _____
Title _____

“Consultant”

CITY OF LONG BEACH, a municipal
corporation

_____, 2017

By _____
City Manager

“City”

This Agreement is approved as to form on _____, 2017.

CHARLES PARKIN, City Attorney

By _____
Deputy



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

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

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

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

Authorized signature and date

Print Name & Title



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

 Business/Contractor/Agency

 Name of Authorized Representative

 Title of Authorized Representative

 Signature of Authorized Representative

 Date

r20141001



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.

Rev 12.11.13



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____
 Requester's name and address (optional) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

VENDOR APPLICATION FORM

Company Name (same as line 1 on W9):	
DBA Name (same as line 2 on W9):	
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/>
Web Address:	
Purchase Order Address:	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	
<small>If 'remit to' address is the same as the purchase order address, put SAME in first box only</small>	
'Remit to' Address :	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	
Type of Ownership:	
Individual <input type="radio"/>	Partnership <input type="radio"/>
Corporation <input type="radio"/>	LLC <input type="radio"/>
Nonprofit <input type="radio"/>	Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)	
MBE <input type="radio"/>	WBE <input type="radio"/>
Local <input type="radio"/>	DBE <input type="radio"/>
Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
<small>State certification number:</small>	



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.kepler.sos.ca.gov/

The screenshot shows the California Secretary of State's Business Search website. The browser's address bar displays the URL <http://kepler.sos.ca.gov/>. The page features a navigation menu with tabs for "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries". The main content area is titled "Business Search" and includes a search form with a text input field labeled "Entity Name or Number" and a "Search" button. A sidebar on the left lists various services and resources, including "Business Entities (BE)", "Online Services", "Main Page", "Service Options", "Name Availability", "Forms, Samples & Fees", "Statements of Information", "Filing Tips", "Information Requests", "Service of Process", "FAQs", "Contact Information", and "Resources".

ATTACHMENT G

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- _____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- _____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this _____ day of _____, 20____, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

ATTACHMENT H

REFERENCE LIST



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

Reference Information Form

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Appendix 1 Alamitos Bay Marina

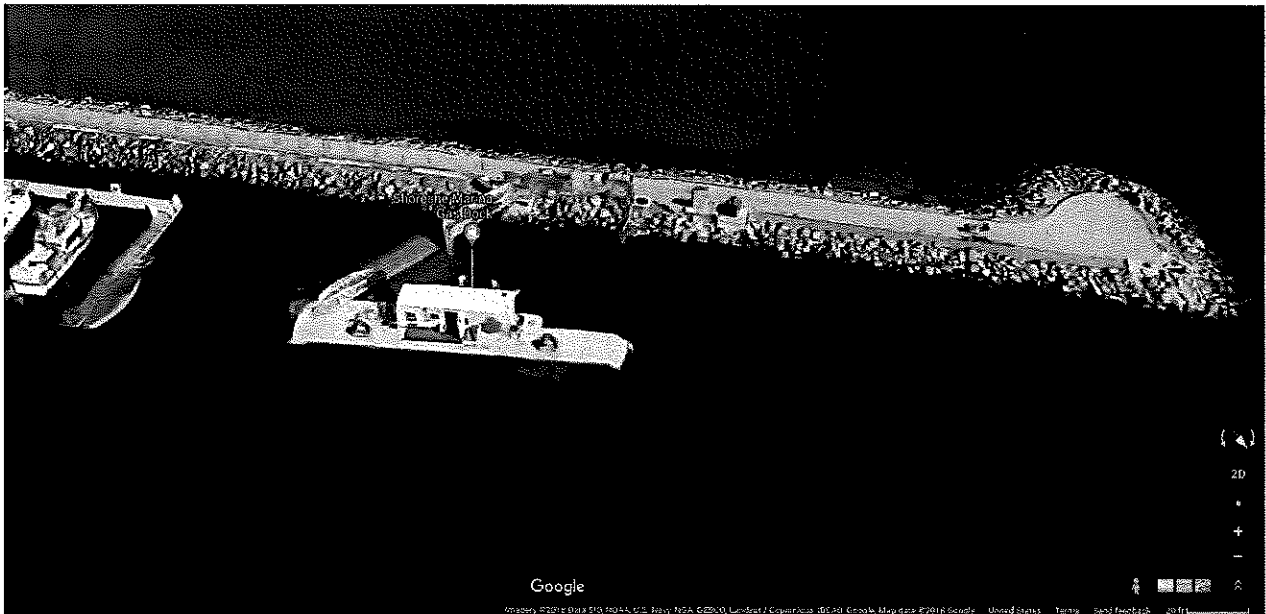
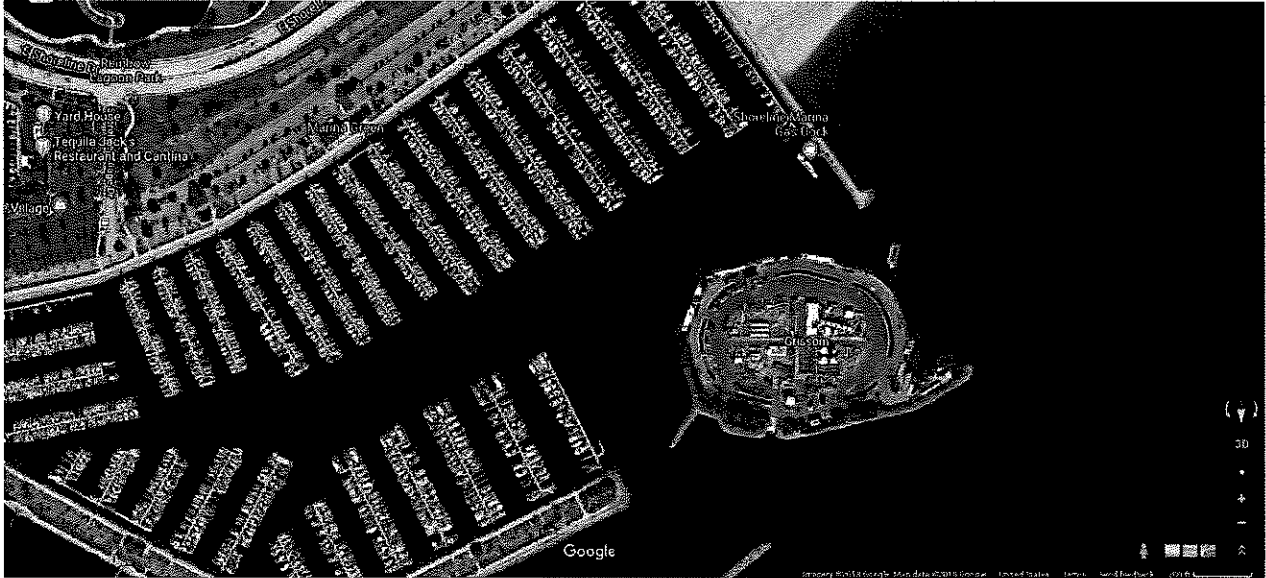


Fuel Dock located within Alamitos Bay Marina.
Address: 227 North Marina Dr. Long Beach, Ca 90803



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Appendix 2 Shoreline Marina



Fuel Dock located within Shoreline Marina
Address: 700 East Shoreline Dr. Long Beach, Ca 90802

APPENDIX 3

FUEL DOCK FACILITY OPERATOR INSURANCE REQUIREMENTS

INSURANCE

Concurrent with the effective date of this Contract and in partial performance of Contractor's obligations hereunder, Contractor shall procure and maintain the following insurance coverages at Contractor's sole expense for the duration of this Contract and any extensions, renewals, or holding over thereof, from insurance companies admitted to write insurance in the State of California or from nonadmitted insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and that have a minimum rating of or equivalent to A:VIII by A.M. Best Company:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 11 85 or 10 93 and endorsed as follows with limits in an amount not less Five Million Dollars per occurrence (\$5,000,000). Such insurance shall include but not be limited to broad form contractual liability, products and completed operations liability, independent contractors liability, sudden and accidental pollution and cleanup liability, environmental impairment liability, underground or aboveground storage tank liability, and, if applicable, garagekeepers liability and liquor liability [these final two would only apply if the operator offered valet parking and sold alcohol, respectively]. The City of Long Beach, and its boards, officials, employees, and agents shall be added as additional insureds by endorsement equivalent in coverage scope to ISO form CG 20 26 11 85. This insurance shall contain no limitations on the scope of protection afforded to the City, and its officials, employees, and agents, and shall provide cross-liability protection.
- (b) Marina operators legal liability insurance endorsed to provide for damage to docks, piers, and wharves including collision in an amount not less than Two Million Dollars (\$2,000,000). This policy shall be endorsed to the City of Long Beach, and its boards, officials, employees, and agents as additional insureds and shall provide cross liability protection.
- (c) Protection and indemnity insurance including, as may be applicable to Contractor's operations, injury to passengers, damage to piers, docks, wharves, and pilings and property on piers, docks, and wharves, wreck removal, towers and collision liability, sudden and accidental pollution liability, and nonowned watercraft liability in an amount not less than Two Million Dollars (\$2,000,000) per vessel operated from the Premises. The policy shall be endorsed to name the City of Long Beach, and its boards, officials, employees, and agents as additional insureds. This insurance shall contain no limitations on the scope of protection afforded to the City and its officials, employees, and agents, and shall provide cross-liability protection.
- (d) Commercial automobile liability insurance equivalent in scope to ISO form CA 00 01 06 92 covering Auto Symbol 1 ("Any Auto") in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- (e) Workers' compensation insurance as required the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or illness. Such coverage shall be endorsed, as applicable, to include United States Longshoremen and Harbor Workers' Act and Jones' Act coverage. The policy shall be endorsed by the



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

insurer to waive the insurer's rights of subrogation against the City, its boards, officials, employees, and agents.

Contractor shall be responsible for procuring and maintaining or causing to be procured or maintained the insurance required in this section herein by Contractor's on-site contractors or subcontractors, as may be applicable to their respective operations, subject to the following amendments.

- (a) Contractor's on-site contractors or subcontractors shall provide Commercial General Liability insurance as required under this section subpart (a) in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. This insurance shall be endorsed to include the City of Long Beach, and its boards, officials, employees, and agents as additional insureds by an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and to waive the insurer's rights of subrogation against the City, its officials, employees, and agents. All other applicable insurance requirements under this section apply.
- (b) If development or construction is undertaken, additional coverages may be required of Contractor's contractors and subcontractors by City or designee, including but not limited to coverage for explosion, collapse, and underground (XCU) hazards, environmental impairment liability, engineers' and/or design professionals' liability, and construction management errors and omissions liability.

If Contractor fails to procure and/or maintain any of the insurance required herein, City may, at its election procure and maintain such insurance on behalf of Contractor and City, at Contractor's sole expense. "Failure to procure and/or maintain" shall be determined by City's Risk Manager or designee at City's sole discretion.

If City exercises its election, pursuant to the terms of this Contract, to purchase any of the insurance coverages herein, Contractor shall reimburse City immediately for the cost of insurance procured by City on Contractor's behalf and in any event no later than fifteen (15) calendar days of the date of City's invoice therefore. Any such invoiced amount not received by City within fifteen (15) calendar days of the date of City's invoice is subject to interest of 2% per month accruing from the sixteenth calendar day after the invoice date, compounded monthly.

If City does not exercise its election to purchase any of the insurance required herein, Contractor shall have the responsibility for procuring and maintaining such insurance.

When Contractor is responsible for procuring and maintaining any of the insurance required herein, Contractor agrees to provide City with any policy information requested by City and to make available to City all books, records and other information relating to such insurance during normal business hours.

Upon execution of this Contract, Contractor shall deliver to City certificates of insurance and endorsements required herein, including the certificates and endorsements of any of Contractor's on-site contractors or subcontractors for approval as to sufficiency and form. The certificates and endorsements for each insurance policy shall contain the original signatures of persons authorized by that insurer to bind coverage on its behalf. Contractor shall provide City with copies of certificates of insurance and endorsements for renewal policies during the term



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

of this Contract within thirty (30) days of policy expiration. City reserves the right to require complete certified copies of all said policies at any time.

All insurance required hereunder shall be separately endorsed to require at least thirty (30) days' prior written notice of cancellation (ten (10) days if cancellation is for nonpayment of premium), nonrenewal, or reduction in coverage or limits (other than reduction of limits due to claims paid) and to provide that coverage shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach or its officials, employees, and agents.

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

With respect to damage to property, City and Contractor hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

Not more frequently than every three (3) years or upon any new construction or development on the Premises or any assignment, transfer, or subcontract approved by City in accordance with this Agreement, if in the opinion of City's Risk Manager or designee, the amount, scope, or types of coverages specified herein are not adequate, Contractor shall amend its insurances as required by City's Risk Manager or designee.

Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Contract. City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's liability or obligations under this Agreement.

On-site contractors or subcontractors which Contractor may use in the performance of or as part of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee.



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number PR19-055
 For
Alamitos Bay Marina and Shoreline Marina Fueling Facility
Operator

Release Date:	02/05/2019
Mandatory Pre-Proposal Meeting:	03/07/2019
Questions Due to the City:	03/19/2019
Posting of the Q & A:	03/28/2019
Due Date:	05/09/2019

City Contact: Tommy Ryan Acting Buyer 562-570-5664

See Section 4 for instructions on submitting proposals.

Company Name M.O. Dienst Sons, Inc. Contact Person Bill Frank
 Address 1543 W. 16th St City Long Beach State Ca Zip 90813
 Telephone (562) 216-4396 Fax (562) 435-3236 Federal Tax ID No. XXXXXXXXXX
 E-mail: lfrank@amberresources.com
 Prices contained in this proposal are subject to acceptance within 60 calendar days.
 I have read, understand, and agree to all terms and conditions herein. Date 4/25/19
 Signed *[Signature]*
 Print Name & Title Matt Cullen, President

Rev 2016 0919

M.O. Dion & Sons, Inc.

Response to City of Long Beach Request for Proposals PR19-055

Alamitos Bay Marina and Shoreline Marina Fueling Facility Operator

Narrative/Technical Proposal

A. Brief Overview: M.O. Dion & Sons, Inc. Intent and Goals

M.O. Dion & Sons, Inc. ("Dion & Sons") is excited to submit a proposal to the City of Long Beach to serve as fueling facility operator for the Alamitos Bay Marina and Shoreline Marina fueling facilities. As one of Southern California's largest petroleum distributors, headquartered in Long Beach, the opportunity to operate these fueling facilities is one that we have hoped to achieve for many years. In fact, from 2012 to date we have acted as the sole fuel supplier to The Bolder Group to support its operation of the marina facilities.

As a corporate citizen committed to the vibrant health of the City of Long Beach as a community, Dion & Sons has a clear understanding of the City's goal for the fueling facilities to exceed the service expectations of its boating communities. And for the operator to stand with the City in its commitment that each of its service centers represent the City in the best possible manner. Dion & Sons shares these goals and our intention is to support the City by improving the service performance of the fueling facilities through beautification (capital investment), enhanced amenities, professional staffing and strong corporate oversight.

Additionally, if we are awarded the fueling facility operator contract, we have an exclusive agreement in place with The Bolder Group which will allow them to maintain their berthing location in Alamitos Bay Marina and to continue to provide its Boats US vessel assist services with no interruption to the Long Beach boating community.

Fueling customers is what we do safely and professionally all day every day across Long Beach and Southern California. MAGIC, Making a Great Impression on our Customers, is a cornerstone of our corporate philosophy and strategy (www.dionandsons.com – see our MAGIC video home page mid page). We look forward to the opportunity to bring MAGIC to the City of Long Beach and its boating communities through our operation of the fueling facilities.

B. RFP Response: Section 3 – Scope of Project

Dion & Sons accepts in full the scope of the project stated in Section 3 of the RFP. Further, Dion & Sons uniquely possesses the full range of experience and expertise to execute the project scope outlined in Section 3 of the RFP. In this section, we will speak to the following areas of experience and expertise:

- Fuel Facility Operations: Improvements
- Fueling services
- Fuel supply
- Management and staffing

- Operational safety/Over-the-Water
- Administration

B1. Fuel Facility Operations: Improvements

As stated, it is Dion & Sons intent to improve upon the strong service levels provided at the Alamitos Bay Marina and Shoreline Marina fueling facilities by The Bolder Group. Dion & Sons possesses the investment capital and working capital to execute these initiatives. In brief, we will accomplish this through the following:

- **Beautification of Docks and Buildings:** We will paint the docks and buildings. Additionally, we will complete any needed repairs and enhancements to the buildings and bathrooms. Lastly, we will complete a thorough cleaning of the facility. Our efforts will result in the docks and buildings being in “first-class condition”.
- **Serviceability of Fueling Equipment:** We will inspect all fuel dispensing equipment and make any necessary repairs or parts replacement. As needed, we will service all equipment to ensure it is in top working condition.
- **Store Offerings:** We will improve the breadth of offerings in the stores to enhance the customers’ experience. We will provide anything a boater would need and enjoy.
- **Store Amenities:** We will establish each store as a food app delivery service pick up hub. This will enable boaters to order from a food app delivery service (e.g., Grub Hub, Uber Eats, DoorDash) with an easy delivery address and a secure location to pick up their order. We will also upgrade internet service as necessary to provide free Wi-Fi at the stores. These are just a few of several ideas we have for amenity improvements.
- **IT/Security:** We will review the point of sale and information technology systems currently in place at each facility and make upgrades to systems that will ensure a positive customer experience. We will also review current security systems in place and install/enhance security cameras and alarms to ensure a safe and secure environment.
- **Boats US/Vessel Assist:** We have reached an exclusive agreement with The Bolder Group to allow them to maintain their berthing location at the Alamitos Bay Marina fueling facility to ensure no interruption of service to the boating community and to eliminate the negative impact to customer service that may occur if their services are moved to new berths.

B2. Fueling Services

Dion & Sons is one of Southern California’s largest petroleum distributors. In 2018, we supplied our customers with over 60 million gallons of diesel fuel and 5 million gallons of gasoline. We serve both private sector and public sector entities with over 100 active public sector customers. We are certified by the US Coast Guard as an over-the-water fuel delivery service provider (land to water) with a contracted OSRO service provider in place for Long Beach. On a daily basis, we deliver fuel to trucks, tanks, trains, heavy equipment, cranes and airport operations support equipment (on runway). Based

on our existing operations, we have training, operational policies and operational procedures in place to ensure fueling activities are executed professionally and safely.

Further, we operate three stationary fueling facilities (cardlock facilities) including our Santee, CA facility which also offers a convenience store with point of sale system, bulk and packaged lubricants and propane. All of our fueling equipment at these facilities (Long Beach, Lakeside and Santee) are modern and maintained in top-notch condition. Each of these facilities is growing in volume and is profitable.

B3. Fuel Supply

Dion & Sons is a daily direct purchaser of CARB-approved unleaded gasoline (87 & 91) and CARB-approved Red Dye Ultra Low Sulfur Diesel #2 from fuel supply points located in the Long Beach/South Bay area. We purchase over 60,000 gallons daily for our Long Beach Distribution Facility. Further, Dion & Sons maintains fuel supply contracts with two major suppliers of Red Dye Ultra Low Sulfur Diesel #2 and one major supplier of unleaded gasoline. These contracts ensure, to a much greater degree, that Dion & Sons can secure supply of these products even when open market supply is shut-off. Dion & Sons is also able to provide "emergency" back up supply of diesel fuel and gasoline from its inventory at its Long Beach Distribution Facility.

Dion & Sons has also secured supply of Renewable Diesel when available in Southern California and will use best efforts to supply the fuel facilities with Red Dye Renewable Diesel when available.

As a direct purchaser of the appropriate diesel and gasoline, Dion & Sons is able to best guarantee consistent and uninterrupted supply of product to the Alamitos Bay Marina and Shoreline Marina fueling facilities. This is evidenced by Dion & Sons supply of The Bolder Group with fuel since 2012 in which we have served as the fuel supplier to Alamitos Bay Marina and Shoreline Marina with no supply interruptions.

B4. Management and Staffing of Marina Fueling Facilities

As a large employer in the City of Long Beach (currently 146 employees located in Long Beach) and with its headquarters located just a few miles from each marina, Dion & Sons is well positioned to manage, staff and support the Alamitos Bay Marina and the Shoreline Marina fueling facilities.

Matt Cullen, President, will oversee cross-functional management of Dion & Sons responsibilities as documented in the RFP. Direct operational management will be overseen by Tom Madigan, General Manager, Long Beach Distribution Facility. Bill Frank, Chief Financial Officer, will be responsible for contracts and regulatory compliance. Greg Miller, Director of Supply, will be responsible for fuel procurement. Mark Hein, Director of Safety, will be responsible for safety and inspections. Nora Mancillas, Controller will oversee all administrative functions. Dino DiCicco, Director of Recruiting, will be responsible for any new hires. Resumes provided in response to Section 9.

Dion & Sons will staff the marinas with a Marina Fueling Facility Manager. This individual may come from our current staff or be a new hire, depending on the timing of the award. This individual will have experience and expertise with fuel delivery and dispensing, maintenance of fueling equipment and management of a staff. If a new hire is required, we have already identified and spoken with known candidates. To support the Marina Fueling Facility Manager, we will employ a team of at least three individuals and will increase staffing levels during the busier times of the year. Dion & Sons operates as

a 24/7/365 business at each of its facilities. Our goal will be to ensure staffing levels result in the highest level of customer service. Further, we plan to cross-train employees currently staffed at our Long Beach Distribution Facility (located in West Long Beach) to provide coverage in case of unanticipated absences of direct Marina fueling facility staff.

In addition to the training mandated in the RFP, all employees at the Marina fueling facilities will complete our internal onboarding and training processes which include training in fuel dispensing, fueling equipment, regulatory requirements and safety/spill response. We will augment the training for these individuals and all cross-trained personnel to include the maintenance, cleaning and inspections requirements noted in the RFP.

B5. Operational Safety/Over-the-Water Fueling

As noted, Dion & Sons is certified by the US Coast Guard for over-the-water (land to water) fueling operations. This certification is held by its Long Beach Distribution Facility, among other facilities at the company. Our current certification expires in December 2020 and will be renewed at that time for a subsequent 5-year term. Mark Hein, Director of Safety, oversees our over-the-water fueling certification. Dion & Sons completes quarterly drills and an annual inspection. The Oil Spill Response Organization (OSRO) contracted by our Long Beach Distribution Facility is So Cal Ship Services.

B6. Administration

Dion & Sons maintains a 16 person accounting and tax department at its headquarters facility in Long Beach. Led by Nora Mancillas, Controller, this team has extensive experience in administering retail and wholesale fuel and consumer goods transactions including all necessary sales tax reporting. As noted, we operate a convenience store at our Santee facility with a modern point of sale system. Each of our facilities also administers "walk-up" credit and cash on delivery accounts. We have established policies and procedures for securely managing cash transactions and cash on hand. Lastly, we have an accounting team member with responsibility for managing all necessary business and regulatory licenses to ensure compliance with local, regional and state authorities.

C. RFP Response: Section 7 – Project Specifications

Dion & Sons and its affiliated company (Amber Resources LLC dba Sawyer Petroleum) manage 8 facilities which handle petroleum products including diesel fuel and gasoline on a daily basis. Three of these facilities manage and maintain multiple underground storage tanks and the associated regulatory requirements and inspections. Each of these facilities also manage and maintain fuel dispensing equipment of the type used at the Alamitos Bay Marina and Shoreline Marina. This includes our Long Beach Distribution Facility. The remaining five facilities, which do not utilize underground storage tanks, instead utilize above ground storage tanks. While the regulatory requirements for the AST's are different than UST's, the safety and operational policies and procedures are akin and relevant. Each of our facilities is maintained in "first class" condition as a result of capital investment in maintenance and leasehold improvements.

C1. RFP Response: Section 7.2.1 and 7.2.2 – Additional Maintenance Requirements

Dion & Sons has the experience and expertise to comply with all maintenance requirements noted in RFP Section 7.2.1. We have extensive experience (including Long Beach personnel) with all of the listed

underground storage tank regulatory compliance and testing. Additionally, we have extensive experience (including Long Beach personnel) with AQMD, CUPA and Fire permitting and annual renewals. Dion & Sons will supplement all City training for Marina fueling facility employees with its internal training on the required procedures and regulations. These activities are part of our normal, day to day course of business.

We will of course comply with the access requirements noted in RFP Section 7.2.2.

C2. RFP Response: Section 7.2.3 – Project Specifications

Dion & Sons maintains a team of individuals at its Long Beach Distribution Facility (4 in total plus 5 mechanics) with the experience, expertise and tools required to maintain all fuel dispensing equipment listed in RFP Section 7.2.3. Maintaining, repairing and replacing fuel hoses, nozzles and reels is an everyday activity. Additionally, we maintain on-staff expertise regarding fuel dispensing meters. We have a contracted vendor for the purposes of meter repair, testing and certification. Finally, we have a local Long Beach company contracted for fire extinguisher certification, maintenance, repair and replacement.

The daily inspection and cleanliness requirements listed in this RFP section are similar to our internal daily site inspection and cleanliness protocols. We will comply will all requirements listed.

Dion & Sons trains all employees on spill response and will train any new hires on our spill response procedures. In additional to individual employee training, we maintain a designated spill response team at each of our facilities including our Long Beach Distribution Facility. Via our over-the-water certification, we have an OSRO contracted and we are trained in fuel in-water clean-up protocols. We have procedures in place to comply with all local, regional and state spill reporting requirements.

C3. RFP Response: Section 7. 3 – Best Management Practices (BMP) Program

Dion & Sons supports Best Management Practices and agrees to comply via training and oversight with those listed in RFP Section 7.3. We have extensive experience and contracted vendors in place for the disposal of petroleum based and other hazardous waste including gasoline/gasoline with water, absorbent materials, oily rags, led acid batteries, anti-freeze, waste diesel, kerosene and mineral spirits and used lubricants/waste oil.

C4. RFP Response: Section 7.4, 7.5 and 7.6 – Building Maintenance and Dock and Equipment Maintenance

Dion & Sons takes great pride in its facilities and maintains them in “first class condition” through financial investment in maintenance, repair and improvements. In addition to our petroleum dispensing equipment, we manage a fleet of over 120 trucks and also strive to maintain them in excellent condition and cleanliness. It is our intent to treat the Alamitos Bay Marina and Shoreline Marina facilities and equipment as if they are our own. This represents how we operate as a business.

At its Long Beach Distribution Facility, Dion & Sons maintains a dedicated three-person facility maintenance team that it will leverage to perform building and dock maintenance at the Alamitos Bay Marina and Shoreline Marina fueling facilities. In addition, we maintain a dedicated two-person

petroleum equipment team (e.g., customer tanks, nozzles and dispensing equipment) that we will also leverage at the marina facilities for equipment maintenance and repair.

We will adhere to all requirements noted in Section 7.6.

D. RFP Response: Section 8 – Warranty/Maintenance & Service

Dion & Sons will comply with all requirements in RFP Section 8.

E. RFP Response: Section 9 – Company Background and References

As shared, Dion & Sons is excited to submit a proposal to the City of Long Beach to serve as the Fueling Facility Operator of the Alamitos Bay Marina and Shoreline Marina. This opportunity is one which we have hoped to achieve for many years. Additionally, as of one Southern California's largest petroleum distributors with headquarters and its primarily petroleum distribution facility located just a few miles from both locations, we believe we are uniquely qualified to serve the City in this regard.

E.1. Company Ownership

M.O. Dion & Sons is organized as a C Corporation in the State of California with a date of incorporation of January 15, 1965. The company is owned by Matt Cullen (74.43%) and Pat Cullen (25.57%). Both Matt Cullen (Lakewood) and Pat Cullen (Alamitos Bay) reside in Long Beach. Matt Cullen is active in the Long Beach community and is presently on the Board of the Ronald McDonald House Long Beach, Fuel Relief Fund and Five Rock Ranch. Matt is the President of Shell Oil US Distributor Advisory Council and his family is very active in the Long Beach Rescue Mission. Pat Cullen is retired (and is a boater at Alamitos Bay).

E.2. Location of Company Offices

Dion & Sons has offices in the following locations: i) Long Beach, CA (headquarters and distribution facility), Colton, CA (distribution facility), San Diego, CA (distribution facility), Santee, CA (cardlock and convenience store) and Lakeside, CA (cardlock facility). All Dion & Sons sales personnel are located in its headquarters facility. Dion & Sons affiliate Amber Resources LLC dba Sawyer Petroleum has facilities in the following locations: Van Nuys, CA (distribution facility), Santa Paula, CA (distribution facility) and Bakersfield, CA (distribution facility).

E.3. Locations Service California Accounts

See E.2 above. All of Dion & Sons and its affiliate locations service California accounts. Neither Dion & Sons nor its affiliate have locations outside of California.

E.4. Number of Employees both Locally and Nationally

Dion & Sons has 212 employees all located in California. Dion & Sons has 146 employees at its Long Beach headquarters and distribution facility. 45 of these employees live in Long Beach. Amber Resources LLC dba Sawyer Petroleum has 43 employees all located in California.

E.5. Locations from Which Employees Will be Assigned

Dion & Sons will staff the marina fueling facilities with a Marina Fueling Facility Manager. This individual may come from our current staff in Long Beach or may be a new hire, depending on the timing of the award. This individual will work between the two marina fueling facilities. To support the Marina Fueling Facility Manager, we will employ a team of at least three individuals that will be staffed directly at the marinas and the company will increase staffing levels during the busier times of the year. These individuals will either be reassigned from its Long Beach Distribution Facility or will be new hires. Finally, we plan to cross-train employees currently staffed at our Long Beach Distribution Facility (located in West Long Beach) to provide coverage in case of unanticipated absences of direct Marina fueling facility staff.

The senior management staff overseeing the Marina fueling facilities (e.g., President, CFO, General Manager Long Beach Distribution Center, Director of Supply, Director of Safety, Controller) all work at our Long Beach headquarters office. Staff supporting the operation of the Marina fueling facilities (e.g., facility maintenance, petroleum equipment maintenance, accounting/administration, spill response, back up “emergency fill in” employees) all work at our Long Beach headquarters or Long Beach Distribution Facility. Our Long Beach headquarters and Long Beach Distribution Facility are located in West Long Beach, just a few miles from both marinas.

E.6. Point of Contact for a Contract Resulting from RFP

Bill Frank, Chief Financial Officer: 1635 W. Gaylord Street, Long Beach CA 90813; 562-216-8386

E.7. Company History and Qualifications

Company History

In 1930, Mike Dion opened Amber Lubricants in West Long Beach as a petroleum jobber (transporter) to support the city’s growing petroleum economy. In the 1950’s, when Mike’s son Mitch was ready to join the company, the business was renamed as M.O. Dion & Sons, Inc. The company prospered as a family owned business and was known for its high level of service and integrity in all business dealings. When the early 1980’s brought deregulation to the petroleum transport industry, more capital requirements were placed on petroleum jobbers as they were forced to operate independently of the major oil companies and own their inventory. After 56 years of successful operation, Mitch Dion sold the company to Pat Cullen in 1986.

Since that time, Pat Cullen (retired) and his son Matt Cullen (President) have greatly expanded M.O. Dion & Sons. As shared, the company now operates 8 facilities and is one of the largest petroleum distributors in Southern California. Dion & Sons and its affiliate Sawyer Petroleum supplied over 65 million gallons of fuel in 2018. Dion & Sons is one of Shell Oil’s largest lubricant distributors in the US. Under the Cullen’s management, the company has added cardlock fueling facilities, a specialty lubricant division, an industrial services division and a race fuel division. From its humble beginnings, the companies now employ 255 people including 146 in Long Beach. One thing that has not changed is Dion & Sons commitment to a high level of service (MAGIC – Make a Great Impression on the Customer) and to integrity in all of its business dealings.

See Appendix 9.1 for a recent article in the Long Beach Business Journal about Dion & Sons history in the City of Long Beach

Qualifications

Dion & Sons has detailed its qualifications to be awarded the contract from this RFP extensively in its responses to Sections 3 and 7 of the RFP. To be concise and straightforward, we will not repeat in full our qualifications in this section. Instead, please permit us to provide a brief summary.

1. Dion & Sons is aligned with the City of Long Beach's goal that the Alamitos Bay Marina and Shoreline Marina fueling facilities provide the highest level of service and capability to the City's boating communities. This aspiration of the City is directly aligned with Dion & Sons' corporate philosophy and strategy of MAGIC – Making a Great Impression on our Customers (www.dionandsons.com – see our MAGIC video home page mid page). Further, it is our intent to treat the facilities as if they are our own – “first class” in every manner.
2. To create MAGIC, we will improve the already high level of service provided to the boating communities by the current operator, The Bolder Group, by completing a beautification project, expanding store offerings, adding amenities such as making each fueling facility a food app delivery pick up hub and enhancing IT systems and facility security. Dion & Sons possesses the financial strength to support both the investment capital and working capital requirements for these types of initiatives.
3. Dion & Sons has reached an exclusive agreement with The Bolder Group to allow them to maintain their berthing location at the Alamitos Bay Marina fueling facility to ensure no interruption to their Boat US vessel service for the Long Beach boating community.
4. Across each and every service and capability required to be executed in the operation of the fueling facilities, Dion & Sons has deep experience and expertise as of one Southern California's largest petroleum distributors. We are a US Coast Guard certified over-the-water fuel and lubricant delivery. From the provision of fuel, to the procurement of fuel, to the management of convenience type stores, to the management of employees and operations, to safety and spill response, to the maintenance and upkeep of petroleum related equipment, and to inspections and regulatory compliance of the equipment and facilities– this is who we are and what we execute successfully each and every day.
5. As a large and still growing employer in the City of Long Beach, we have a large staff to reassign from and an active recruiting function to ensure the fueling facilities are managed and staffed with a top-notch team. We have onboarding and training programs in place to cover all petroleum related operational activities. We also already maintain, just a few miles away, support teams in the areas of operational management, facility maintenance, equipment maintenance and back office administration. Dion & Sons will be able to seamlessly operate the fueling facilities with the highest levels of service.
6. Lastly, while it is not a qualification per se, the opportunity to operate the Alamitos Bay Marina and Shoreline Marina fueling facilities is one that we have hoped to accomplish for many years. We are excited to have this opportunity, will invest in its success and believe we can create a service and financial “win-win” for Dion & Sons and the City of Long Beach.

E.8. Length of Time Providing Services to the Public and/or Private Section

Dion & Sons has been servicing its customers with fuel and lubricants under the Cullen's ownership since 1986. We currently have over 100 active public sector customers and 3,000 private sector customers. On a daily basis, we deliver fuel to trucks, tanks, trains, heavy equipment, cranes and airport operations support equipment (on runway). Based on our existing operations, we have training, operational policies and operational procedures in place to ensure fueling activities are executed professionally and safely.

Further, we operate three stationary fueling facilities (cardlock facilities) including our Santee, CA facility which also offers a convenience store with point of sale system, bulk and packaged lubricants and propane. All of our fueling equipment at these facilities (Long Beach, Lakeside and Santee) are modern and maintained in top-notch condition. Each of these facilities is growing in volume and is profitable.

E.9. Resumes for Key Staff

Matt Cullen, President, Dion & Sons (Overall Management Accountability & Responsibility)

- Served as President of Dion & Sons since 1994
- Expanded Dion & Sons from a small, single-facility business to a professionally managed \$250+ million (including affiliate sales) mid-market enterprise with a strong corporate leadership team and 8 facilities covering Southern California from Bakersfield to the Nevada/Arizona border to the east and to the Mexico border to the south.
- CPA (license not current); Bachelor Degree UCLA
- Active civic leader and participant including Board Member of the Long Beach Ronald McDonald House among other organizations

Tom Madigan, General Manager – Long Beach Distribution Facility (Operations Management)

- General Manager of Long Beach Distribution Facility since August 2016
- Management responsibility for all transportation/delivery, warehousing, supply and customer service activities of Long Beach Distribution Facility.
- 25+ years of supply chain management experience at companies including Ashley Furniture, Swift Transportation, UTI Worldwide, USF Holland and Watkins Motor Lines
- Bachelor Degree Richard Daley College

Bill Frank, Chief Financial Officer, Dion & Sons (Contract and Regulatory Compliance)

- CFO of Dion & Sons since July 2012
- Management responsibility for finance, accounting, human resources/recruiting, insurance, legal, real estate, IT, safety and purchasing/supply
- 15 years of experience as a Chief Financial Officer and a background in management consulting and investment banking (public finance)
- MBA from Anderson School UCLA; Bachelor Degree UCLA

Greg Miller, Director of Supply (Fuel and Lubricant Supply)

- Director of Supply since April 2013
- Management responsibility for procurement and inventory of diesel, gasoline, renewable fuels and all other products

- 10 years of experience as a commercial banker and a background in investment banking (corporate)
- MBA Columbia Business School; Bachelor Degree USC

Mark Hein, Director of Safety (Safety and Regulatory Compliance)

- Director of Safety since May 2017
- Management responsibility for safety including employee safety training, safety policies and procedure, incident investigation and response. Over-the-Water delivery certification and program management.
- 8 years of experience as a Safety Director and Safety Consultant
- 30 years of experience as a Police Sergeant/Officer for the City of Tustin
- MBA American Military University; Bachelor Degree University of Phoenix

Nora Mancillas, Controller (Administration, Accounting)

- Controller since August 1998
- Management responsibility for all accounting and administration activities
- MBA National University; Bachelor Degree Cal State Los Angeles

E.10. Financial Stability

Dion & Sons is a profitable and growing middle market enterprise with 2018 sales exceeding \$200 million. We are confident that our financial strength will exceed the expectations of the City of Long Beach and the RFP. To support our financial stability, we have provided in the appendices the following documentation:

- Financial Statements as reviewed by Windes for the years 2018 and 2017 (Appendix 9.2)
- Letter from Dion & Sons banking institution (Pacific Western Bank) (Appendix 9.3)
- Statement from Dion & Sons certified public accounting firm (Windes) (Appendix 9.4)

E.11. Subcontractor Information

Dion & Sons response to the RFP does not include the use of a subcontractor.

E.12. References

Dion & Sons has completed the reference form included in the RFP as Attachment I.

E.13. Business License

Dion & Sons has attached its current City of Long Beach Business Licenses as Appendix 9.5.

F. RFP Response: Section 12 – Additional Requirements from Funding Source

Dion & Sons will comply with all of the provisions in the performance of the contract, if awarded, as listed in RFP Section 12.

G. RFP Response: Section 13 – Terms, Conditions and Exceptions

Dion & Sons excepts all of the Terms, Conditions and Exceptions as described in RFP Section 13.

Appendix 9.1

Long Beach Business Journal Article:

History of Dion & Sons

Long Beach Business Journal

September 25-October 8, 2018

Long Beach's Newsmagazine

www.lbbizjournal.com

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Helping Prepare The Workforce Of The Future

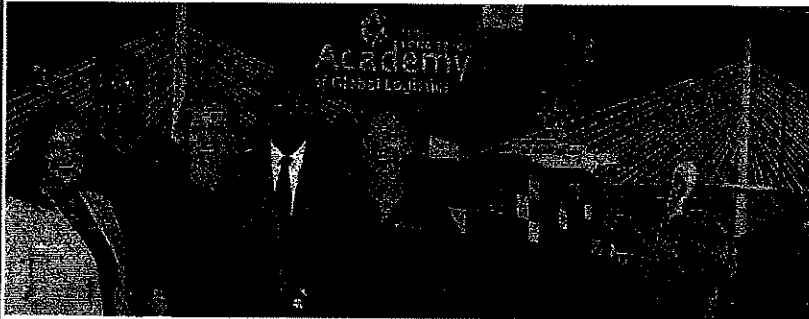
The Port Of Long Beach Becomes College Promise Program Partner

■ By ANNE ARTLEY
STAFF WRITER

At its September 10 meeting, the Long Beach Board of Harbor Commissioners approved the port becoming the fifth partner in the Long

Beach College Promise, joining Long Beach Unified School District (LBUSD), Long Beach City College (LBCC), California State University, Long Beach (CSULB) and the city itself in providing more accessibility to higher education.

(Please Continue To Page 14)



The Port of Long Beach has joined the city's three educational institutions as a partner in the Long Beach College Promise. This formalizes the port's current efforts to advance education and awareness of the maritime industry, which includes operating the Academy of Global Logistics at Juan Rodriguez Cabrillo High School. Pictured from left is Harbor Commissioner Lou Anne Bynum, Academy Career Technical Education Teacher Jim Dowding, Academy of Global Logistics Lead Teacher Kim Oliver, Port of Long Beach Executive Director Maria Cordero and Cabrillo High School Pathways Coordinator Aline Maestas. (Photograph by the Business Journal's Brandon Richardson)

ANNUAL FOCUS ON THE ARTS IN LONG BEACH

Elevating The Museum Of Latin American Art: CEO Plans To Grow The Institution's Facilities And Clout

■ By SAMANTHA MEHLINGER
EDITOR

Dr. Lourdes Ramos-Rivas, the first Latina president and CEO of Long Beach's Museum of Latin American Art (MOLAA), has ambitious plans to grow the museum into a first-class institution with international clout.

A museum professional with 20 years of experience, Ramos-Rivas has spent her career immersed in Latino art. Prior to being recruited by MOLAA's board and taking over leadership of the museum in May 2017, Ramos-Rivas served for 13 years as executive director of the Museo de Arte de Puerto Rico and as the director and curator of the Institute of Puerto Rican Culture's national collection. The Puerto Rican native also completed a fellowship at the Museo Nacional Centro de Arte Reina

Sofia in Madrid, Spain. In addition to her role at MOLAA, she is one of seven commissioners for the American Alliance of Museums

tasked with accrediting museums throughout the United States.

Ramos-Rivas is spearheading a

(Please Continue To Page 26)



Dr. Lourdes Ramos-Rivas became president and CEO of the Museum of Latin American Art in May 2017 after being recruited by the board. She has plans to create new centers of study at the museum and to lift the institution to international prominence. (Photograph by the Business Journal's Brandon Richardson)

Hotel Ballot Measure WW

After Council Passes Panic Button Ordinance, Dividing Lines Intensify

■ By SAMANTHA MEHLINGER
EDITOR

The issue of how to address worker safety at local hotels has been a divisive one for the Long Beach City Council, most recently resulting in a split room in which four councilmembers left chambers during a vote to require worker panic buttons at all area hotels. At issue that night was that the council had already voted to place another proposal meant to address hotel safety and work requirements, most commonly referred to as Claudia's Law, on the November 6 ballot. That initiative would require hotels with 50 rooms or more to provide panic buttons to employees, but it would also create various workload restrictions at those hotels.

(Please Continue To Page 14)

Recognizing Their Legacy

Historic Long Beach Businesses And Organizations - Part II

■ By GEORGE ECONOMIDES
PUBLISHER

Too often, a city's roots are lost in time, as most city leaders and successful businesspeople prefer to look to the future rather than the past.

When the Business Journal staff brainstormed editorial focus ideas in 2016 for the 2017 calendar year, we kept returning to words like "history" and "legacy." We rattled

(Please Continue To Page 37)

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MILLENNIAL PULSE Millennial Icons

By Editor Samantha Mehlinger

Perhaps the most Millennial thing to happen all year occurred last week, when it was announced that Millennial sports icon LeBron James would star in the sequel to the Millennial childhood classic, "Space Jam," which originally featured

Michael Jordan and Millennials' unofficial favorite old guy, Bill Murray.

Which got me thinking. Who can we count amongst those who are inarguably icons of, or to, the Millennial genera-

(Please Continue To Page 4)

Bea... 4/29/19

Recognizing Their Legacy

(Continued From Page 1)

off the names of several businesses we knew had eclipsed the century mark, and a few others that were closing in on that historic achievement.

Curiosity got the best of us. How many businesses in Long Beach have operated for decades and decades? What are their stories?

First, we needed to establish criteria for what could be considered a historic company. We decided to limit our search to companies that opened prior to 1970 and are still operating in the city today. We later added nonprofit organizations and other non-public sector institutions. We reached out to the city business license department, the public library system, the Long Beach Historical Society, Long Beach Heritage, city councilmembers and others to develop as complete a list as possible. We e-blasted, posted on Facebook and even tweeted.

The end result: in our first effort a year ago June, we identified more than 220 businesses and 45 nonprofit organizations and institutions. It was an impressive list, but surely incomplete. During the past 15 months, companies contacted us and their names have been added to the list. We also lost a few. Jones Bicycle, which opened in 1910, was one of several businesses that closed or relocated.

The City's First Business

Several historical books about Long Beach have noted that in 1884, four years before the City of Long Beach incorporated, entrepreneur W. W. Lowe opened a general store — making it the first business in the area.

"Our Community," a publication prepared by the Long Beach Unified School District in the 1950s, explained it this way: "At that time Pine Avenue was no more than a wagon track. Weeds grew high on both sides of the road. With his wife and two daughters, Mr. Lowe had driven to our town from Los Angeles in a carriage to see the new beach resort. Because the trip had taken so long, they decided to remain in town over night. Lowe suffered from asthma, but he slept so well in Long Beach that he decided to make it his home. He bought the property at the corner of Pine and Ocean. In a little frame building just north of his house, he opened a general store."

Two years later, in 1886, the community that would become Long Beach had grown fast enough that a total of 21 businesses had opened to meet the needs of the residents and visitors. The Pasadena Star newspaper gave this description of Long Beach:

"... It is a promising town looking forward to the day when it will be a veritable ocean city. It contains a graded school, no saloons, two drygoods stores, one hardware store, a planing mill, four hotels, blacksmith's shop, and has a newspaper [known as the "Journal"]. The Methodists have a neat house of worship, and the Congregationalists are planning to build one that will cost \$10,000."

The oldest firm on our list traces its city roots back to 1891, and our longest established nonprofit even further — to 1884.

Many of the legacy businesses on our list span several generations within the same family. Other firms have changed hands one or more times but the company name

remained the same. Still others have been sold or renamed while maintaining similar operations.

From newspapers to major law firms, from aviation suppliers to logistics firms and so many more, these institutions made Long Beach their home. They have chosen to remain through earthquakes, wars and recessions, through the oil boom, the building of the breakwall, the arrival and departure of the Navy, the development of the port, the Rosie the Riveter era of big aviation, and countless other momentous shifts in the life and times of the city, both prosperous and tumultuous.

Last year, of the 220-plus businesses on our list, we chose to contact all that predated 1930 to ask them to provide historic photographs and anecdotes telling a story tied to their business's Long Beach history. This year, we contacted the firms and nonprofits which opened between 1930 and 1935. A dozen responded and are profiled on the following six pages.

Criteria For Inclusion

Businesses and nonprofits/membership organizations on this list had to meet the following criteria:

- Began operations in Long Beach prior to 1970;
- Continue to operate in the city today;
- Were able to provide a firm year of opening/starting operations;
- Companies that changed their name due to merger were accepted, as long as the type of business activity remained the same (e.g., Douglas Aircraft Co./McDonnell Douglas/Boeing).
- Professional companies, such as law

firms, that changed names because a partner was added.

• Businesses that began in another city but relocated to Long Beach prior to 1970 and are still operating in Long Beach today.

Not included on the list are home-based operations, public sector entities such as schools and city/county/state departments, or companies that did not return our phone calls verifying information.

If your business or organization is not included on the list on the pages that follow, please send an e-mail to samantha_mehlinger@lbbj.com or call 562/988-1222. ■

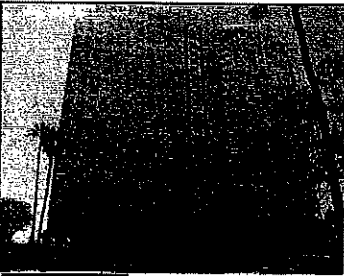
Companies Spotlighted

- M. O. Dion & Sons, Inc.
- Kuster/A Probe Company
- McCarty's Jewelry
- Halbert Hargrove
- Pediatric Medical Center
- The Termo Company
- Sanborn & Sine
- Gibbs Architects
- Belmont Heights Market

Organizations Spotlighted

- Junior League Of Long Beach
- Children's Dental Health Clinic
- Long Beach Symphony

(Please Continue To Next Page)




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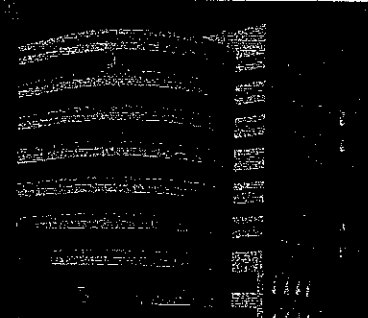
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Recognizing Their Legacy

1891

Taubman Simpson Young Sulentor
One World Trade Center, Ste. 400
tsyslaw.com

1895

Kelly Williams Insurance Agency
4400 E. Pacific Coast Hwy
kellywilliamsins.com

1897

Press-Telegram
727 Pine Ave.
presstelegram.com

1906

Luyben-Dilday Mortuary
5161 Arbor Rd
luybendilday.com

Sunnyside Mortuary

1095 E. Willow St.

1907

Farmers & Merchants Bank
302 Pine Ave.
fmb.com

Long Beach Memorial Medical Center

2801 Atlantic Ave
memorialcare.org/long-beach

1913

Long Beach Iron Works
2020 W. 14th St.
lbiw.com

1915

Phillips Steel Company
1368 W. Anaheim St.
phillipssteel.com

1916

Harbor Custom Canvas
783 W. Anaheim St.
harborcustomcanvas.com

1918

**Hamman, Miller, Beauchamp,
Deeble Insurance Services**
3633 E. Broadway
hmbd.com

1921

Eye Treatment Center
3900 Long Beach Blvd.
eyetreatmentcenter.com

Forest Lawn Memorial Parks & Mortuaries

1500 E. San Antonio Dr.
forestlawn.com/long-beach

1923

Dignity St. Mary Medical Center
1050 Linden Ave.
dignityhealth.org/social/locations/stmarymedical

T.F. Merrick Co.

333 W. Broadway Ste. 210
tmerrickcompanyinc.com

1924

Community Hospital Long Beach
1720 Terminal Ave.
(temporarily closed)

Jacobson Pilot Service

1259 Pier F Ave.
jacobsenpilot.com

Joe Joist's

2803 E. Anaheim St.
joejosts.com

1925

Pranstiel Printers
3010 E. Anaheim St.
prnstiel.com

1926

Gage Pharmacy
5708 Atlantic Ave.
gagepharmacy.com

Van's Hardware

3425 E. Broadway
Wards Pharmacy
653 Long Beach Blvd
wardspharmacy.com

Winda's

111 W. Ocean Blvd. 22nd Floor
windas.com

1927

Outer Limits
22 S. Chestnut
outerlimitsatoo.com

Pacific University School of Law

1650 Ximano Ave. Suite 300
pculaw.org

Queen Beach Printers

937 Pine Ave.
qbprinters.com

1928

Blachoff Sheet Metal
1336 Newport Ave.
blachoffsheetmetal.com

Thirsty Isle

4819 E. Carson St.

1929

Encore Awards/Jensen Rubber Stamps
1344 Newport Ave.
awardsbyencore.com

The Varden A Boutique Hotel

335 Pacific Ave.
thevardenhotel.com

1930

M.O. Dion & Sons, Inc.
1543 W. 16th St.
amherresources.com

Kuster/A Probe Company

2900 E. 29th St.
kusterop.com

1931

CW Topping & Co
520 W. Esthe St.
chtopping.com

1932

McCarty's Jewelry
501 E. 2nd St.
mccartysjewelrylb.com

1933

Halbert Hargrove
111 W. Ocean Blvd. 23rd Floor
halberthargrove.com

Pediatric Medical Center

2921 Radondo Ave.
pediatricmedicalcenterlb.com

Sanborn & Sine

5199 E. Pacific Coast Hwy. Ste. 501
sanbornandsinelaw.com

The Terrio Company

3275 Cherry Ave.
terriocom.com

Electric Construction Company

1709 E. South St.
ajedco.com

1930

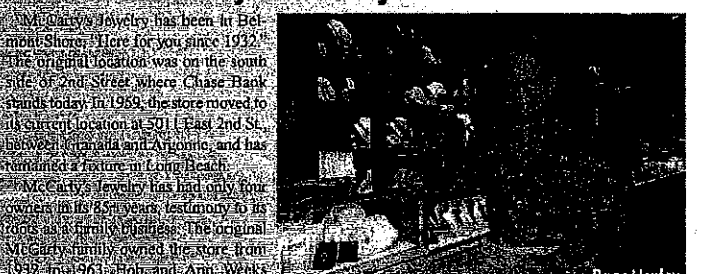
M. O. Dion & Sons, Inc.



Matt Cullen

When oil was first discovered in California, it was a petroleum jobber to supply the city's booming petroleum economy. Mike maintained the industry's small-business which grew right along with his hometown. In 1952, with his young sons eager to join the business, Mike re-incorporated as M.O. Dion & Sons, Inc. For the next 34 years, the family business served the Long Beach community with an excellent reputation based on service and integrity. In the early 1980s, through a great change in the petroleum transport industry, deregulation shifted greater capital requirements onto petroleum jobbers as they were required to operate at arm's length from the petroleum refiners they supported. Mike's son Mitch, the CEO of Dion & Sons at the time, elected to sell the business in the mid-1980s as he neared retirement. In 1986, the business was purchased by Pat Cullen (himself a hometown Long Beach resident and businessman). Since that time, Pat and his son Matt have greatly expanded Dion & Sons while maintaining its reputation for service and integrity. Today Dion & Sons and its sister companies are one of Southern California's largest petroleum distributors with over 250 employees, a fleet of over 100 trucks and 9 locations spanning from Bakerfield to the Inland Empire to San Diego. Still headquartered in Long Beach, Dion & Sons is Shell Lubricant's largest distributor in Southern California and the fuel and lubricant distributor of choice to the ports of Long Beach & Los Angeles as well as to the many refineries, transportation and construction companies, among others, operating in the area. The Cullen family is active in Long Beach civic causes, supporting the Long Beach Ronald McDonald House, the Long Beach Rescue Mission and the St. Lucy Catholic Church/Marian Outreach Center in West Long Beach. Matt Cullen, currently president of Dion & Sons, is very proud of the business's Long Beach heritage. "Long Beach is our home and we are proud to employ over 150 people in the city. We hope to continue to grow with Long Beach as the city maintains its position as one of the bright lights of Southern California." ■

1932 . . . McCarty's Jewelry



Page Henley

McCarty's Jewelry has been in Belmont Shore, Long Beach, since 1932. The original location was on the south side of 2nd Street where Chase Bank stands today. In 1959, the store moved to its current location at 501 E. 2nd St. between Grand and Argente, and has remained a fixture in Long Beach. McCarty's Jewelry has had only four owners in its 85-year history. It is truly a family business. The original McCarty family owned the store from 1932 to 1963. Bob and Ann Weeks owned it from 1963 to 1982. Frank Robley and Gary Borden bought the store in 1982 and brought Page Henley as a junior partner. Gary Borden retired in 2000 and Page Henley took over as President and sole owner. Page Henley maintained the integrity of this historic Long Beach retail establishment and brought it into the 21st century. McCarty's Jewelry is a contemporary jewelry store that still upholds the traditional family business values of superior customer service, building long-term personal relationships with customers, Page Henley's high ethical company mission and reason for our longevity. "In many ways, with McCarty's, we have always strived to create a feeling of family with our customers and a sense of integrity and quality in the community. Our customers are every-thing to us, each and every one of our family. This relationship is priceless. We are proud of our history and the store's jewelry and watches from top designers all over the world as well as our vintage costume jewelry, design and manufacture to high-end time pieces, including watches. We are an authorized Rolex store." ■

McCarty's actively supports such local charities as the Cancer League, St. Mary's Hospital, Junior League, Casa Youth Shelter, Library Foundation, Long Beach women's shelter, Long Beach Symphony, Long Beach State Levels of the South and elementary and high school programs. ■

Appendix 9.5

Dion & Sons

City of Long Beach Business License



CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE
LICENSE EXPIRES: 06/01/2019

PREPARED: 06/21/2018
P58

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

ACCOUNT NUMBER: BU00087560

BUSINESS TYPE: RETAIL SALES

OWNER: DION, M O & SONS INC

LOCATED AT: 1569 W 16TH ST

AUTHORIZED BY: JOHN GROSS
DIRECTOR OF FINANCIAL MANAGEMENT

➔ **LICENSE HOLDER - - PLEASE NOTE** ←

THE TOP PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE SECTION AT (562) 570-6211 OR SEND AN EMAIL TO LBBIZ@LONGBEACH.GOV.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE SECTION IF YOU ARE NO LONGER IN BUSINESS).

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.

DION, M O & SONS INC
1569 W 16TH ST
LONG BEACH, CA 908131210



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

SIGNATURE *Matt Cull*

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

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
<i>None</i>	<i>None</i>	<i>None</i>



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

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

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

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

Matt Cullen 4/19/19
Authorized signature and date

Matt Cullen, President
Print Name & Title



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

McCoy Drury Sons, Inc.
 Business/Contractor/Agency

Matt Cullen
 Name of Authorized Representative

President
 Title of Authorized Representative

Matt Cullen
 Signature of Authorized Representative

4/25/19
 Date

r20141001

Attachment E

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. M.O. Dion & Sons, Inc. dba	
	2 Business name/disregarded entity name, if different from above Dion & Sons, Inc.	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 1543 W. 16th St.	
	6 City, state, and ZIP code Long Beach, CA 90813-1210	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ January 1, 2019
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment E



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

VENDOR APPLICATION FORM

Company Name <i>M.O. Dion + Sons, Inc.</i> (same as line 1 on W9):					
DBA Name <i>Dion + Sons, Inc</i> (same as line 2 on W9): <i>95-2378358</i>					
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/> <small>leave blank if not applicable</small>				
Web Address: <i>www.dionandsons.com</i>					
Purchase Order Address: <i>1543 W. 16th Street</i>					
Attn: <i>Nora Mancillas, Controller</i>					
City: <i>Long Beach</i>					
State: <i>CA</i>	Zip Code: <i>90813</i>				
Contact Name: <i>Nora Mancillas</i>					
Email: <i>nmancillas@dionandsons.com</i>					
Phone Number: <i>562-506-0032</i>					
Fax: <i>562-432-7679</i>					
Toll Free: <i>888-424-3466</i>					
If 'remit to' address is the same as the purchase order address, put SAME in first box only					
'Remit to' Address: <i>Same</i>					
Attn:					
City:					
State:	Zip Code:				
Contact Name:					
Email:					
Phone Number:					
Fax:					
Toll Free:					
Type of Ownership:					
Individual <input type="radio"/>	Partnership <input type="radio"/>	Corporation <input checked="" type="radio"/>	LLC <input type="radio"/>	Nonprofit <input type="radio"/>	Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)					
MBE <input type="radio"/>	WBE <input type="radio"/>	Local <input checked="" type="radio"/>	DBE <input type="radio"/>	Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
State certification number:					

Bill Furr 4/29/19



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

Attachment F

G332038

FILED

In the office of the Secretary of State
of the State of California

JAN-18 2019

1. CORPORATE NAME
M. O. DION & SONS, INC.

2. CALIFORNIA CORPORATE NUMBER
C0484214

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/18/2019 CINDY A GUTIERREZ ADMINISTRATIVE ACCOUNTANT

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: Matt Cullen Title: President

Signature:  Date: 4/25/19

Business Entity Name: M.O. Dion + Sons, Inc.

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: MaG. Dion + Sons, Inc. Federal Tax ID No. [REDACTED]
Address: 1543 W. 16th Street
City: Long Beach State: CA ZIP: 90813
Contact Person: Bill Frank Telephone: 562-216-8386
Email: bfrank@amberresources.com Fax: 562-432-3236

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

- 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 25 day of April, 2019, at Long Beach, CA
Name Matt Cullen Signature [Handwritten Signature]
Title President Federal Tax ID No. [Redacted]



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

Attachment I (1 of 2)

Reference Information Form

Client/Contractor Name City of Montebello
 Project Manager/Contact Name Jose Melendez E-mail jmelen2@cityofmontebello.com Ph. No. 323-558-1625
 Address 400 S. Taylor Street, Montebello CA 90640
 Project Description Supplier of gasoline, lubricants and diesel fuel (Affiliate Sawyer Petroleum)
 Project Dates (Start and End) June 15 - Open Contract Term(s) Ongoing Contract Amount 2018 Sales: \$1.6M
New contract Feb 19

Client/Contractor Name City of Huntington Beach
 Project Manager/Contact Name Terrill Honda E-mail thonda@surfcity-hb.org Ph. No. 714-335-0205
 Address 17371 Gothard Street, Huntington Beach CA 92467
 Project Description Supplier of gasoline and diesel fuel
 Project Dates (Start and End) 2/18 - 3/19 Contract Term(s) - Contract Amount 2018 Sales: \$1.2M

Client/Contractor Name Perla Zitle, LA
 Project Manager/Contact Name Los Angeles USD E-mail perla.zitle@lausdc.com Ph. No. 213-580-2909
 Address 333 S. Beaudry Ave Los Angeles CA 90017 (Affiliate Sawyer Petroleum)
 Project Description Supplier diesel/bio-diesel
 Project Dates (Start and End) 11/15 ongoing Contract Term(s) _____ Contract Amount 2018 Sales: \$478K

Client/Contractor Name City of Burbank
 Project Manager/Contact Name Nicholas Hammett E-mail hammett@burbank.ca.gov Ph. No. 919-238-3760
 Address 200 N 3rd Street, Burbank CA 91502 (Affiliate Sawyer Petroleum)
 Project Description Supplier of lubricants and lubricant industrial services
 Project Dates (Start and End) 1/09 - Current Contract Term(s) _____ Contract Amount 2018: \$40K
2017: \$125K

Client/Contractor Name USDA Forest Services - USFS Region 5 Fire & Aviation
 Project Manager/Contact Name Steven Teves E-mail stevete@fs.fed.us Ph. No. 916-640-1057
 Address 3237 Peacekeeper Way Ste 101, McClellan CA 95652
 Project Description Supply diesel fuel + gasoline to fire camps
 Project Dates (Start and End) 6/17-6/21 Contract Term(s) _____ Contract Amount 2018 Sales: \$220K

CONFIDENTIAL

Bell Fox 4/29/19



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

Attachment I (2 of 2)

Reference Information Form

Client/Contractor Name State of CA - Dept Forestry and Fire (Affiliate Sawyer Petroleum)
 Project Manager/Contact Name Nick Stitzel E-mail nick.stitzel@fire.ca.gov Ph. No. 905 543-4244
805-458-1737
 Address 635 No. Santa Rosa, San Luis Obispo 93405
 Project Description Supply diesel fuel, gasoline & lubricants to fire camps
 Project Dates (Start and End) 5/1/17-4/30/18 Contract Term(s) _____ Contract Amount 2018 sales \$90K

Client/Contractor Name _____
 Project Manager/Contact Name _____ E-mail _____ Ph. No. _____
 Address _____
 Project Description _____
 Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____
 Project Manager/Contact Name _____ E-mail _____ Ph. No. _____
 Address _____
 Project Description _____
 Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____
 Project Manager/Contact Name _____ E-mail _____ Ph. No. _____
 Address _____
 Project Description _____
 Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____
 Project Manager/Contact Name _____ E-mail _____ Ph. No. _____
 Address _____
 Project Description _____
 Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Reference Info Form - Attachment H

CONFIDENTIAL

Bell Fuel 4/29/19



Bulk Fuels ❖ Lubricants ❖ Cardlock ❖ Services ❖ Solvents ❖ Equipment

1. Describe your plan on how to maintain and contain (solid and liquid) wastes onsite?

When hazardous waste is generated, it will be collected and placed into properly constructed and labeled containers. All containers will be kept closed at all times, except when adding or removing waste. All containers will be kept in good condition and containers in use will be inspected daily.

Because of the minimal amount of hazardous waste generated, Dion & Sons will be a Small Quantity Generator. As a Small Quantity Generator, we will comply with three waste management requirements:

- a. We must properly identify all hazardous waste generated
- b. We must not store hazardous waste in excess of certain thresholds on site at any time
- c. We must ensure delivery of all hazardous waste generated to an off-site treatment or disposal facility.

Dion and Sons has contractual arrangements with properly licensed and regulated companies that handle our hazardous waste disposal.

2. Describe your plan on how to contain waste and spill on water? What is the response time?

Dion & Sons understands and appreciates the Long Beach marinas are part of the Clean Marinas Program. We are dedicated to collaborating with the City to maintain that certification.

Dion & Sons has Emergency Response Plans and Spill Prevention Control and Countermeasures (SPCC) plans in place for each of its facilities and will establish them for the marina sites.

Dion & Sons is certified as a Mobile Fuel Facility through the U. S. Coast Guard. This certification allows over-the-water fuel deliveries in Los Angeles, and San Diego counties. This certification requires quarterly response drills as well as annual tabletop exercises involving local authorities on the response to environmental incidents. Our U.S. Coast Guard Letter of Approval is valid through 12/31/2020. Our Oil Spill Response Plan, through the California Department of Fish and Wildlife is valid through 1/26/2021.

Dion & Sons employees will be fully trained in the procedures for reporting and initial containment of petroleum discharges on the water. Any spill on the water would cause the response plan to be executed. The plan involves containing the spill, initiating the response (following our notification protocol) and initiating the cleanup. Properly stocked spill response kits will be in place before any over-the-water fueling operation takes place. All employees will be fully trained in the deployment of all items in the spill kit. Sorbent booms and pads are a part of each spill kit. Additionally, we will utilize the 250 feet of containment boom along with the 100 feet of absorbent boom currently on the docks to immediately contain any spills

In the event of a spill that merits additional means to contain Dion & Sons is contracted with a U.S. Coast Guard classified Oil Spill Removal Organization (OSRO) and California Rated Oil Spill Response Organization (Title 14 CCR, Sect. 815.05(b)(1)(B)).



Bulk Fuels ✦ Lubricants ✦ Cardlock ✦ Services ✦ Solvents ✦ Equipment

In the event of a spill, the response from a trained Dion & Sons' employee would be immediate. After the initial response, all notifications will be made within 30 minutes. Our contracted response with our OSRO requires an initial response within one hour.

3. Do you have a Standard Operating Procedure (SOP) manual: a set of step-by-step instructions compiled by an organization to help workers carry out complex routine operations?

Dion & Sons has step-by-step instructions for the different aspects of our business. As an example, we have a set of instructions and best practices for procedures such as fueling vehicles and tanks, and for properly fueling vessels in over-the-water delivery.

4. Describe your plan on the frequency for the calibration of your fuel dispensers, e.g. Weights & Measures, and such?

Dion & Sons fuel dispensers are annually inspected by the Los Angeles County Agricultural Commission, Department of Weights & Measures. All dispensers have inspection certificates clearly displayed. Dion & Sons employees routinely inspect our fuel dispensers as well. These procedures will be applied to the fueling dispensers at the marina facilities.

5. Outline the operations and safety procedures at your cardlock facilities?

Dion & Sons cardlock facilities are fully automated fueling stations providing fuels to commercial vehicles 24 hours a day, 7 days a week. While our facilities are fully automated, we still provide 24/7 customer service. Our normal business hours are 7am- 6pm Monday through Friday. During normal business hours, several team members are available to assist customers. Cardlock areas are cleaned daily by facility maintenance personnel. Customers at the cardlock sites are assisted by yard personnel. Customers can call and speak immediately to a customer service representative. After hours calls are directed telephonically to an on-call customer service representative who can assist with any card administration requests.

Dion & Sons cardlock facilities are inspected for safety on a daily basis. During our safety inspections, we ensure all dispensers, hoses, and nozzles are in good repair. We make sure all barrier protection (bollards, etc.) are in place and not damaged. We service the spill kits and make sure they are full, dry, and properly marked. All fire extinguishers are checked as are required signs and emergency shut off switches. Any deficiencies found during inspections are addressed immediately. Cardlock facilities utilize secondary containment to keep spills in the fueling area.

6. Give details on section B3, (Fuel Supply) of your proposal: on average how much Renewable Diesel can you secure and offer at our Long Beach Marina facilities?

Dion & Sons has long-standing relationships with multiple suppliers of renewable diesel. In the current market environment, the supply of red or off-road renewable diesel is not constant. When available, Dion & Sons is well positioned and will use best efforts to secure supply for the Long Beach Marina facilities. It will prioritize the Long Beach Marina facilities over other customer demand for red renewable diesel.



Bulk Fuels ❖ Lubricants ❖ Cardlock ❖ Services ❖ Solvents ❖ Equipment

7. Verify that the sub-lessee Boulder Group (Boats US) agrees to comply with terms and agreements of the contract?

We verify that the sub-lessee Boulder Group (Boats US) agrees to comply with terms and agreements of the contract.

8. Verify that you understand the terms in section 7.6 of the RFP: tenant shall adhere to policies and procedure listed in the Long Beach Marina Facilities?

We verify that we understand the terms in section 7.6 of the RFP and we will adhere to policies and procedures listed in the Long Beach Marina facilities.

9. Verify that you are in compliance with section 13.29 of the RFP: that your company understands the State's Department of Industrial Relations ("DIR") and California's Prevailing Wage Law requirements?

We verify that we understand and will comply with the State's Department of Industrial Relations ("DIR") and California's Prevailing Wage Law requirements.

10. Further elaborate on your response in section B1. of your proposal (Fuel Facility Operations: Improvements)?

- Identify which staff and/or contractors will make repairs to our Long Beach Marina fueling facilities?

We maintain a three-person facilities maintenance team at our Long Beach Distribution Center. These individuals will be used to make repairs to the Long Beach fueling facilities – physical structures. For meter repairs, we will utilize Meter-Tech. For fuel dispensers we will utilize JDS Tank Testing and Repair. Other contractors will be utilized based on requirements on an as needed basis.

- Agree to term: lessee will be able to validate certification/license of the contractor(s) upon request from the Marine Bureau?

We agree to the term that lessee will be able to validate the certification/license of the contractors used upon request from the Marina Bureau.

- Agree to term: color of paint for the fueling facilities must be pre-approved by the Marine Bureau Manager?

We agree to the term that the color of paint for the fueling facilities will be pre-approved by the Marine Bureau Manager.



Bulk Fuels ✦ Lubricants ✦ Cardlock ✦ Services ✦ Solvents ✦ Equipment

- Agree to term: will allow Marine Bureau to periodically inspect the fueling facilities to ensure safety conditions and cleanliness of the facilities are met and maintained?

We agree to the term that the Marine Bureau is allowed to periodically inspect the fueling facilities to ensure that safety conditions and the cleanliness of the facilities is being met and maintained.

- Agree to term: lessee is responsible for making repairs to the fueling facilities, and will make additional repairs, upon inspection and request by the Marine Bureau?

We agree to the term that lessee is responsible for making repairs to the fueling facilities, and will make additional repairs, upon inspection and request by the Marina Bureau.

EXHIBIT “C”

**Additional Maintenance Requirements
Alamitos Bay Marina & Shoreline Marina Fuel Docks**

- 1) Tenant shall cooperate with City staff, agents and vendors to allow access to the leased premises for completion of the following items during the term of the Lease. City shall arrange, contract, and pay for the following items through the standard government competitive bidding process, and shall give written notice of said costs to Tenant as soon as any such contracts are executed. All costs associated with said items shall be reimbursed to the City by the Tenant.
 - i) Underground Storage Tank (UST) regulatory compliance testing:
 - Annual monitoring system testing and certification;
 - Annual spill bucket testing;
 - Annual vapor system testing;
 - Annual line leak testing;
 - Monthly Designated Operator (DO) Inspections; and
 - Onsite documentation to be available 24/7.
 - ii) Required inspections, monitoring and items per the consent judgment agreement between the City and the State of California including, but not limited to:
 - Semi-weekly inspections by Fleet Services staff; and
 - Remote 24/7 monitoring of the entire fuel system both on land and on/in dock through the monitoring system.
 - iii) All required permits for the operation of the fuel site, including, but not limited to:
 - AQMD permits and annual permit renewals; and
 - CUPA permit and annual permit renewals.
 - iv) Annual facility employee training to existing employees and new employees within 30 days of hire date.

2) Tenant shall cooperate with City staff, agents and vendors to allow access to the leased premises for the repair and maintenance of equipment during the term of the Lease. City shall be responsible for costs associated with the repair and maintenance of equipment including, but not limited to the following items:

- Underground Storage Tank(s) (UST);
- Piping including underground, in/on dock and between land and dock;
- Piping supports and containment;
- Dispensers and under dispenser containment (UDC);
- Hose reel containment pan;
- Leak monitoring system;
- Fuel pumps; and
- Tank and transition sumps.

3) Tenant, at Tenant's sole cost and expense, shall be responsible for the following additional maintenance requirements:

i) In accordance with all Federal, State and Local regulations governing UST and Marina fueling facilities, Tenant shall maintain, repair and keep in good appearance and working order the fueling system equipment including, but not limited to:

- Fuel dispensing:
 1. Hoses;
 2. Nozzles;
 3. Hose reels; and
 4. Meters and meter calibration.
- Fire extinguishers and cabinets.

ii) Perform daily system & site inspections and keep records of such. Provide copies of these records to Fleet Services each month.

iii) Keep all sumps and containment pans free of liquid and debris.

iv) Allow City staff to perform semi-weekly inspections and maintain the required site documents readily accessible 24/7 on site.

- v) Maintain a good appearance by keeping all equipment and structures clean, in good repair and working order.
- vi) Notify the City (Fleet Services) of any damage or non-compliance issues with the UST and/or fueling system immediately.
- vii) Follow all Federal, State and Local rules and regulation in case of a spill, release or incident and notify the City (Fleet Services) as well as do everything possible to immediately stop any spill/release.
- viii) Be responsible for the remediation and clean up of any spill or release of fuel/petroleum into the soil, groundwater or water way surrounding the fuel site/dock.
- ix) Maintain a safe, clean, working and fueling environment.
- x) Receive Facility Employee training by the City's DO annually or upon hiring new Employees.
- xi) Notify the City (Fleet Services) of hiring new employees within five business days.

Best Management Practices (BMP) Program

- 4) By acceptance of the leased premises, the Tenant agrees that the water-borne berthing of boat(s) at the approved docks at the leased premises will be managed in a manner that protects water quality pursuant to the implementation of the following BMPs and the specific best management practices set forth in the Water Quality Management Plan for the Shoreline Marina Fuel Dock, by Pacific Coast Tank (September 2011):
 - i) Boat Cleaning and Maintenance Measures:
 - In-water hull washing which does not occur by hand shall be prohibited.
 - In-water top-side and bottom-side boat cleaning shall minimize the discharge of soaps, paints and debris.
 - Only detergents and cleaning components that are designated by the manufacturer as phosphate-free and biodegradable shall be used, and only minimal amounts shall be used.
 - The use of detergents containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates or lye shall be prohibited.

- In-the-water hull scraping or any process that occurs under water that results in the removal of paint from boat hulls is prohibited.

ii) Solid and Liquid Waste Management Measures:

- All trash, recyclables, and hazardous wastes or potential water contaminants, including old gasoline or gasoline with water, absorbent materials, oily rags, lead acid batteries, anti-freeze, waste diesel, kerosene and mineral spirits shall be disposed of in a proper manner and shall not at any time be disposed of in the water or gutter.
- Containers for recyclables shall be provided on the dock to the extent of available dock space without creating a hazard and sited so that they are convenient for boaters.
- All trash and separate containers for recyclables, oil wastes, fish wastes, etc., shall be clearly marked, have the capacity to handle all waste streams, be sited on the dock so that they are convenient for boaters, and shall be installed or placed on-site following satisfactory arrangements with Landlord for the disposition of such collected recyclables.
- All solid waste, including sewage, shall be properly disposed of only at appropriately designated facilities.

iii) Petroleum Control Management Measures:

- BMPs shall be implemented to minimize the potential for accidental discharges during fueling activities.
- Oil absorbent materials should be examined at least once a year and replaced as necessary.
- Tenant shall recycle petroleum products and oil absorbent materials, if possible, or dispose of them in accordance with hazardous waste disposal regulations.
- Bilges of any vessels operated by Tenant shall be cleaned and maintained.
- The use by Tenant, its agents or employees, of detergents or soaps that can be discharged by bilge pumps is prohibited.

5) **BUILDING MAINTENANCE** – The facilities are adjacent to high profile tourist areas that have been the subject of substantial public and private investment and their upkeep and overall appearance are of great importance to the community. It is therefore essential that the Tenant comply with the following maintenance obligations of this Lease.

- i) Tenant shall be fully responsible for the maintenance and repair of the exterior of all building improvements.
- ii) The buildings must be maintained in a first class condition.
- iii) Tenant shall be responsible for painting the buildings and maintaining, repairing and replacing plaster, awnings, trim, doors, windows and the roof as is necessary.
- iv) Any graffiti must be removed immediately upon discovery. If Tenant fails to immediately remove the graffiti, the City reserves the right to do so, and will invoice the Tenant for its full cost of labor and materials.
- v) Tenant shall be responsible for the upkeep of the interior of the leased premises, including but not limited to maintaining, repairing and replacing the electrical, mechanical and plumbing systems and fixtures within the leased premises as necessary.
- vi) Tenant shall be responsible for keeping the area between the buildings and dock areas free of trash and debris from the Tenant's operation.

6) **DOCK AND EQUIPMENT MAINTENANCE** – The Tenant is responsible for the maintenance and repair of all equipment and the dock areas, including compliance with the following maintenance requirements, where applicable.

- i) Maintain docks in good order, repair, and condition at all times during the lease term.
- ii) Maintain adequate inventory to service customers during all hours of operation.
- iii) Maintain and repair the rub rail, cleat, dock boxes, hose bibs and utilities, and maintain, but not replace, the decking.

- iv) Any structural repairs to the dock and to the gangway, to the extent repairs are needed to correct a condition caused by the Tenant. Otherwise, Landlord shall make all structural repairs to the docks, pilings, gangway and other improvements owned by Landlord.
- v) Maintenance or repair of vessels from the docks, except at the Alamitos Bay Marina fuel dock location consistent with past practice and procedure, is prohibited, where applicable. The maintenance of all berthed vessels shall follow the Long Beach Marina Rules and Regulations.
- vi) Conduct all maintenance operations of the docks in accordance with the National Pollutant Discharge Elimination Program.
- vii) No litter, debris, freestanding oil, grease, "green waste" and other materials, substances and contaminants may be washed, swept or blown into the Alamitos Bay or Shoreline Marinas. All of the above must be removed from the docks prior to washing the docks.
- viii) For washing operations, Tenant shall use potable water only and no cleaning agent(s).

Because the City has constructed the docks, the Tenant will not be responsible for any defects associated with that construction. Tank replacement, if required, shall be the responsibility of the City.

- 7) Tenant shall also adhere to all policies and procedures listed in the following two documents, copies of which may be obtained from Landlord, if and when applicable:
 - i) Shoreline Marina Fuel Dock SUSMP/WQMP; and
 - ii) Alamitos Bay Marina Fuel Dock SUSMP/WQMP