

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

13 C. Contractor represents that Contractor has obtained all
14 necessary information on conditions and circumstances that may affect its
15 performance and has conducted site visits, if necessary.

16 D. By executing this Agreement, Contractor warrants that
17 Contractor (a) has thoroughly investigated and considered the scope of services to
18 be performed, (b) has carefully considered how the services should be performed,
19 and (c) fully understands the facilities, difficulties and restrictions attending
20 performance of the services under this Agreement. If the services involve work upon
21 any site, Contractor warrants that Contractor has or will investigate the site and is
22 or will be fully acquainted with the conditions there existing, prior to commencement
23 of services set forth in this Agreement. Should Contractor discover any latent or
24 unknown conditions that will materially affect the performance of the services set
25 forth in this Agreement, Contractor must immediately inform the City of that fact and
26 may not proceed except at Contractor's risk until written instructions are received
27 from the City.

28 E. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,
2 materials, papers, documents, plans, studies and other components to prevent
3 losses or damages, and will be responsible for all damages, to persons or property,
4 until acceptance of the work by the City, except those losses or damages as may
5 be caused by the City's own negligence.

6 F. CAUTION: Contractor shall not begin work until this
7 Agreement has been signed by both parties and until Contractor's evidence of
8 insurance has been delivered to and approved by City.

9 2. TERM. The term of this Agreement shall commence at midnight on
10 August 1, 2016, and shall terminate at 11:59 p.m. on July 31, 2019, unless sooner
11 terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner. The parties have the option to extend the term for two (2) additional
13 one-year periods, at the discretion of the City Manager.

14 3. COORDINATION AND ORGANIZATION.

15 A. Contractor shall coordinate its performance with City's
16 representative, if any, named in Exhibit "C", attached to this Agreement and
17 incorporated by this reference. Contractor shall advise and inform City's
18 representative of the work in progress on the Project in sufficient detail so as to
19 assist City's representative in making presentations and in holding meetings on the
20 Project. City shall furnish to Contractor information or materials, if any, described in
21 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
22 perform any other tasks described in the Exhibit.

23 B. The parties acknowledge that a substantial inducement to City
24 for entering this Agreement was and is the reputation and skill of Contractor's key
25 employee, Ramon Mejivar. City shall have the right to approve any person
26 proposed by Contractor to replace that key employee.

27 4. INDEPENDENT CONTRACTOR. In performing its services,
28 Contractor is and shall act as an independent contractor and not an employee,

1 representative or agent of City. Contractor shall have control of Contractor's work and the
2 manner in which it is performed. Contractor shall be free to contract for similar services to
3 be performed for others during this Agreement; provided, however, that Contractor acts in
4 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
5 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
6 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
7 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
8 the usual and customary rights, benefits or privileges of City employees. Contractor
9 expressly warrants that neither Contractor nor any of Contractor's employees or agents
10 shall represent themselves to be employees or agents of City.

11 5. INSURANCE.

12 A. As a condition precedent to the effectiveness of this
13 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
14 duration of this Agreement, from insurance companies that are admitted to write
15 insurance in California and have ratings of or equivalent to A:V by A.M. Best
16 Company or from authorized non-admitted insurance companies subject to Section
17 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
18 by A.M. Best Company, the following insurance:

19 (a) Commercial general liability insurance (equivalent in scope to
20 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
21 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
22 coverage shall include but not be limited to broad form contractual liability,
23 cross liability, independent contractors liability, and products and completed
24 operations liability. City, its boards and commissions, and their officials,
25 employees and agents shall be named as additional insureds by
26 endorsement (on City's endorsement form or on an endorsement equivalent
27 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
28 shall contain no special limitations on the scope of protection given to City,

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

5 (b) Workers' Compensation insurance as required by the California
6 Labor Code and employer's liability insurance in an amount not less than
7 \$1,000,000. This policy shall be endorsed to state that the insurer waives
8 its right of subrogation against City, its boards and commissions, and their
9 officials, employees and agents.

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

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

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

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

28 D. If this coverage is written on a "claims made" basis, it must

1 provide for an extended reporting period of not less than one hundred eighty (180)
2 days, commencing on the date this Agreement expires or is terminated, unless
3 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
4 continuing coverage for a period of not less than three (3) years, commencing on
5 the date this Agreement expires or is terminated.

6 E. Contractor shall require that all sub-contractors or contractors
7 that Contractor uses in the performance of these services maintain insurance in
8 compliance with this Section unless otherwise agreed in writing by City's Risk
9 Manager or designee.

10 F. Prior to the start of performance, Contractor shall deliver to City
11 certificates of insurance and the endorsements for approval as to sufficiency and
12 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
13 insurance, furnish to City certificates of insurance and endorsements evidencing
14 renewal of the insurance. City reserves the right to require complete certified copies
15 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
16 time. Contractor shall make available to City's Risk Manager or designee all books,
17 records and other information relating to this insurance, during normal business
18 hours.

19 G. Any modification or waiver of these insurance requirements
20 shall only be made with the approval of City's Risk Manager or designee. Not more
21 frequently than once a year, City's Risk Manager or designee may require that
22 Contractor, Contractor's sub-Contractors and contractors change the amount,
23 scope or types of coverages required in this Section if, in his or her sole opinion, the
24 amount, scope or types of coverages are not adequate.

25 H. The procuring or existence of insurance shall not be construed
26 or deemed as a limitation on liability relating to Contractor's performance or as full
27 performance of or compliance with the indemnification provisions of this Agreement.

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

1 contemplates the personal services of Contractor and Contractor's employees, and the
2 parties acknowledge that a substantial inducement to City for entering this Agreement was
3 and is the professional reputation and competence of Contractor and Contractor's
4 employees. Contractor shall not assign its rights or delegate its duties under this
5 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
6 of City, except that Contractor may with the prior approval of the City Manager of City,
7 assign any moneys due or to become due Contractor under this Agreement. Any
8 attempted assignment or delegation shall be void, and any assignee or delegate shall
9 acquire no right or interest by reason of an attempted assignment or delegation.
10 Furthermore, Contractor shall not subcontract any portion of its performance without the
11 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
12 or contractor without approval prior to the substitution. Nothing stated in this Section shall
13 prevent Contractor from employing as many employees as Contractor deems necessary
14 for performance of this Agreement.

15 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
16 certifies that, at the time Contractor executes this Agreement and for its duration,
17 Contractor does not and will not perform services for any other client which would create a
18 conflict, whether monetary or otherwise, as between the interests of City and the interests
19 of that other client. And, Contractor shall obtain similar certifications from Contractor's
20 employees, sub-Contractors and contractors.

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

25 9. OWNERSHIP OF DATA. All materials, information and data
26 prepared, developed or assembled by Contractor or furnished to Contractor in connection
27 with this Agreement, including but not limited to documents, estimates, calculations,
28 studies, maps, graphs, charts, computer disks, computer source documentation, samples,

1 models, reports, summaries, drawings, designs, notes, plans, information, material and
2 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
3 and City shall have the unrestricted right to use and disclose the Data in any manner and
4 for any purpose without payment of further compensation to Contractor. Copies of Data
5 may be retained by Contractor but Contractor warrants that Data shall not be made
6 available to any person or entity for use without the prior approval of City. This warranty
7 shall survive termination of this Agreement for five (5) years.

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

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

26 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
27 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
28 knew prior to the time City disclosed it; or (b) is or becomes publicly available without

1 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
2 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
3 to subpoena or court order.

4 13. ADDITIONAL SERVICES. The City has the right at any time during
5 the performance of the services, without invalidating this Agreement, to order extra work
6 beyond that specified in the RFP or make changes by altering, adding to or deducting from
7 the work. No extra work may be undertaken unless a written order is first given by the City,
8 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
9 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
10 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
11 City Representative. Any greater increases, taken either separately or cumulatively, must
12 be approved by the City Council. It is expressly understood by Contractor that the
13 provisions of this paragraph do not apply to services specifically set forth in the RFP or
14 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
15 the services to be provided pursuant to the RFP may be more costly or time consuming
16 than Contractor anticipates and that Contractor will not be entitled to additional
17 compensation for the services set forth in the RFP.

18 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
19 from any amount payable to Contractor (whether or not arising out of this Agreement) any
20 amounts the payment of which may be in dispute or that are necessary to compensate the
21 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
22 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
23 performing or failing to perform Contractor's obligations under this Agreement. In the event
24 that any claim is made by a third party, the amount or validity of which is disputed by
25 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
26 City may withhold from any payment due, without liability for interest because of the
27 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
28 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,

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1 indemnify and protect the City as elsewhere provided in this Agreement.

2 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
3 amended, nor any provision or breach waived, except in writing signed by the parties which
4 expressly refers to this Agreement.

5 16. LAW. This Agreement shall be construed in accordance with the laws
6 of the State of California, and the venue for any legal actions brought by any party with
7 respect to this Agreement shall be the County of Los Angeles, State of California for state
8 actions and the Central District of California for any federal actions. Contractor shall cause
9 all work performed in connection with construction of the Project to be performed in
10 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
11 county or municipal governments or agencies (including, without limitation, all applicable
12 federal and state labor standards, including the prevailing wage provisions of sections 1770
13 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
14 fire marshal, health officer, building inspector, or other officer of every governmental
15 agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found
16 to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it
17 is in conflict with any applicable laws, but the remainder of the Agreement will remain in full
18 force and effect.

19 17. PREVAILING WAGES.

20 A. Consultant agrees that all public work (as defined in California
21 Labor Code section 1720) performed pursuant to this Agreement (the "Public
22 Work"), if any, shall comply with the requirements of California Labor Code sections
23 1770 *et seq.* City makes no representation or statement that the Project, or any
24 portion thereof, is or is not a "public work" as defined in California Labor Code
25 section 1720.

26 B. In all bid specifications, contracts and subcontracts for any
27 such Public Work, Consultant shall obtain the general prevailing rate of per diem
28 wages and the general prevailing rate for holiday and overtime work in this locality

1 for each craft, classification or type of worker needed to perform the Public Work,
2 and shall include such rates in the bid specifications, contract or subcontract. Such
3 bid specifications, contract or subcontract must contain the following provision: "It
4 shall be mandatory for the contractor to pay not less than the said prevailing rate of
5 wages to all workers employed by the contractor in the execution of this contract.
6 The contractor expressly agrees to comply with the penalty provisions of California
7 Labor Code section 1775 and the payroll record keeping requirements of California
8 Labor Code section 1771."

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

12 19. INDEMNITY.

13 A. Consultant shall indemnify, protect and hold harmless City, its
14 Boards, Commissions, and their officials, employees and agents ("Indemnified
15 Parties"), from and against any and all liability, claims, demands, damage, loss,
16 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
17 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
18 in connection with (1) Consultant's breach or failure to comply with any of its
19 obligations contained in this Agreement, including all applicable federal and state
20 labor requirements including, without limitation, the requirements of California Labor
21 Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or
22 misrepresentations committed by Consultant, its officers, employees, agents,
23 subcontractors, or anyone under Consultant's control, in the performance of work
24 or services under this Agreement (collectively "Claims" or individually "Claim").

25 B. In addition to Consultant's duty to indemnify, Consultant shall
26 have a separate and wholly independent duty to defend Indemnified Parties at
27 Consultant's expense by legal counsel approved by City, from and against all
28 Claims, and shall continue this defense until the Claims are resolved, whether by

1 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
2 breach, or the like on the part of Consultant shall be required for the duty to defend
3 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
4 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
5 in the defense.

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

11 D. The provisions of this Section shall survive the expiration or
12 termination of this Agreement.

13 20. FORCE MAJEURE. If any party fails to perform its obligations
14 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
15 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
16 governmental regulations, governmental controls, judicial orders, enemy or hostile
17 governmental action, civil commotion, fire or other casualty, or other causes beyond the
18 reasonable control of the party obligated to perform, then that party's performance will be
19 excused for a period equal to the period of such cause for failure to perform.

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

22 22. NONDISCRIMINATION.

23 A. In connection with performance of this Agreement and subject
24 to applicable rules and regulations, Contractor shall not discriminate against any
25 employee or applicant for employment because of race, religion, national origin,
26 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
27 disability. Contractor shall ensure that applicants are employed, and that employees
28 are treated during their employment, without regard to these bases. These actions

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1 shall include, but not be limited to, the following: employment, upgrading, demotion
2 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
3 or other forms of compensation; and selection for training, including apprenticeship.

4 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
5 accordance with the provisions of the Ordinance, this Agreement is subject to the
6 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
7 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

26 E. If the City determines that the Consultant has set up or used its
27 contracting entity for the purpose of evading the intent of the EBO, the City may
28 terminate the Agreement on behalf of the City. Violation of this provision may be

1 used as evidence against the Consultant in actions taken pursuant to the provisions
2 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

3 24. NOTICES. Any notice or approval required by this Agreement shall
4 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
5 postage prepaid, addressed to Contractor at the address first stated above, and to City at
6 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
7 to the City Clerk at the same address. Notice of change of address shall be given in the
8 same manner as stated for other notices. Notice shall be deemed given on the date
9 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

18 26. WAIVER. The acceptance of any services or the payment of any
19 money by City shall not operate as a waiver of any provision of this Agreement or of any
20 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
21 Agreement shall not constitute a waiver of any other or subsequent breach of this
22 Agreement.

23 27. CONTINUATION. Termination or expiration of this Agreement shall
24 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
25 18, 21 and 28 prior to termination or expiration of this Agreement.

26 28. TAX REPORTING. As required by federal and state law, City is
27 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
28 Contractor shall be solely responsible for payment of all federal and state taxes resulting

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1 from payments under this Agreement. Contractor shall submit Contractor's Employer
2 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
3 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
4 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
5 Contractor provides one of these numbers.

6 29. ADVERTISING. Contractor shall not use the name of City, its officials
7 or employees in any advertising or solicitation for business or as a reference, without the
8 prior approval of the City Manager or designee.

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

13 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
14 designed to or entered for the purpose of creating any benefit or right for any person or
15 entity of any kind that is not a party to this Agreement.

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

3 UNITED STORM WATER, INC., a
4 California corporation

5 August 11th, 2016

6 By [Signature]
7 Name Eduardo Perry Jr.
8 Title President

9 August 11th, 2016

10 By [Signature]
11 Name Robert Piña
12 Title Secretary/Treasurer

13 "Contractor"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 August 30, 2016

17 By [Signature]
18 City Manager
19 Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

20 "City"

21 This Agreement is approved as to form on August 15, 2016.

22 CHARLES PARKIN, City Attorney

23 By [Signature]
24 Deputy

25 OFFICE OF THE CITY ATTORNEY
26 CHARLES PARKIN, City Attorney
27 333 West Ocean Boulevard, 11th Floor
28 Long Beach, CA 90802-4664

EXHIBIT “A”

Request for Proposals Number PW16-131
and Addendums



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

City of Long Beach
Request for Proposals Number PW16-131
For
City Storm Drain System – Maintenance & Repair

Release Date:	05/06/2016
Mandatory Pre-Proposal Conference	05/12/2016
Contractor Questions Due:	05/19/2016
Posting of the Q & A:	05/26/2016
Due Date:	06/02/2016

City Contact: Michelle King Buyer 562-570-6020

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 _____



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

TABLE OF CONTENTS

1.	OVERVIEW OF PROJECT.....	3
2.	ACRONYMS/DEFINITIONS	4
3.	SCOPE OF PROJECT	5
4.	SUBMITTAL INSTRUCTIONS	6
5.	PROPOSAL EVALUATION AND AWARD PROCESS.....	9
6.	PROTEST PROCEDURES.....	9
7.	PROJECT SPECIFICATIONS	11
8.	WARRANTY/MAINTENANCE AND SERVICE	19
9.	COMPANY BACKGROUND AND REFERENCES	19
10.	COST.....	21
11.	BONDS.....	21
12.	ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE.....	22
13.	TERMS, CONDITIONS AND EXCEPTIONS	22

ATTACHMENTS

- A. CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B. PRO-FORMA AGREEMENT SAMPLE
- C. STATEMENT OF NON-COLLUSION
- D. DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E. W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
- F. EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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 encompasses a geographic area of approximately 52 square miles. Within its boundary, the storm drain system is comprised of approximately 180 miles of pipes and culverts, 5.5 miles of open channels and ditches, 5,700 catch basins and 25 pump stations.

In general, this contract requires the contractor to maintain, repair and monitor the City's storm water system as specified herein and as directed by the City's representative. All work performed under this contract shall conform to the requirements set forth in the City's current National Pollutant Discharge Elimination System (NPDES) Municipal Storm Water Permit. Should this permit be amended or replaced during the term of the contract, the City's reserves the right to amend the scope of work and related specifications to insure permit compliance.



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 and has an approved 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, Public Works Department, Public Service Bureau, Street Maintenance Division
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score 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.
Major Bid Item	A single Contract item constituting ten percent or more of the original Contract price.
VSS	Vortex Separation System
DCF	Data Collection Form
DCRF	Data Collection Report Form



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

3. SCOPE OF PROJECT

Maintain, repair and monitor the City's storm water system as specified herein and as directed by the City's representative. All work performed under this contract shall conform to the requirements set forth in the City's current National Pollutant Discharge Elimination System (NPDES) Municipal Storm Water Permit. Should this permit be amended or replaced during the term of the contract, the City's reserves the right to amend the scope of work and related specifications to insure permit compliance.



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 rfppurchasing@longbeach.gov by May 19, 2016 at 11 a.m. Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than May 26, 2016. 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.

4.2 RFP Timeline

<u>TASK</u>	<u>DATE/TIME</u>
*Mandatory pre-proposal meeting	May 12, 2016 @ 10:30 a.m
Deadline for submitting questions	May 19, 2016 @ 11 a.m.
Answers to all questions submitted available	May 26, 2016 @ 11 a.m.
Deadline for submission of proposals	June 2, 2016 @ 11 a.m.
Evaluation period	June 2 – 15, 2016
Selection of Contractor	By July 1, 2016

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.



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

4.2.1 Mandatory Pre-Proposal Meeting

The purpose of this conference is to provide answers to questions regarding the RFP document. It is recommended that Contractors bring a copy of the RFP document to this meeting, as limited copies will be available.

MANDATORY PRE-PROPOSAL CONFERENCE SCHEDULE

Date: May 12, 2016
Time: 10:30 AM
Location: Public Works, Public Service Building (Training Room)
1651 San Francisco Avenue
Long Beach, CA 90813
Contact: 562-570-6200 (Purchasing Main Line)
Buyer Contact: 562-570-6020

ATTENDANCE IS MANDATORY. There will be a sign-in sheet for proposers to sign as proof of attendance, which will be posted on the City's website.



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

- 4.3 Contractors shall submit one (1) original proposal marked "ORIGINAL" and four (4) identical copies and one (1) digital copy (CD, Flashdrive, etc) as follows:

City of Long Beach
c/o City Clerk – Attn: Michelle King
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Proposals shall be clearly labeled in a sealed envelope or box as follows:

Request for Proposal No.: RFP PW 16-131
Title: City Storm Drain System – Maintenance & Repair

- 4.4 Proposals must be received by 11 a.m. local time, June 2, 2016. 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 proposal envelopes mishandled as a result of the envelope not being properly prepared. 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 The proposal should be presented in a format that corresponds to and references sections outlined below 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. For ease of evaluation, proposals shall be presented in the format described within this RFP.
- 4.6 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. Expensive bindings, 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 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.
- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the Contractor.
- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.



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

- 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 **packaged separately, but submitted together**.

5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 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.



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

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 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.



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

7. PROJECT SPECIFICATIONS

The contract work includes the following items:

Item 1 and 1A: Maintenance of all City-owned storm drain pump stations:

Inspection of the pump stations, forebays and surrounding areas must occur within twenty-four (24) hours after the end of a rain event of .25". The City may request additional inspections as needed. Upon inspection, the Contractor will proceed with maintenance, if required. The data collection form will be scanned and emailed as an attachment to the Street Maintenance Superintendent, along with clearly labeled photos. The data and photos will be submitted regardless of whether maintenance is performed. Maintenance shall include, but not be limited to, debris removal from forebays (including low flow channel); clearing and/or replacement of trash nets; debris removal from sumps, trash racks, and other related debris-retention devices. The contractor shall also be required to perform any required repairs of security fencing, landscape maintenance at the pump station, and minor repairs to forebay walls, access ladders, and other related structures.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 8 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the Street Maintenance Superintendent on a media storage device, as approved and accepted by the City.

The proposal price shall include a lump sum of all costs to maintain a pump station for a twelve-month period including inspections, debris removal, landscape maintenance, and minor repairs as specified. Item 1A will be a lump sum of all costs to maintain a pump station with a trash netting system for a twelve-month period. This will include trash net replacements in addition to all work involved in maintaining a pump station without a netting system. There are currently eight pump stations with trash netting systems. The City will pay the Contractor a fixed cost for items 1 and 1A for a twelve-month period, based on the Contractor's proposal, for the duration of the three-year contract with option to extend for two additional one-year periods.

Item 2: Maintenance of all City-owned open storm drain channels:

Each year, beginning May 1st, an inspection of all city-owned open storm drain channels is to be conducted. Upon inspection, the Contractor will proceed with maintenance, if required, or as requested by the City. The data collection form will be scanned and emailed as an attachment to Street Maintenance Superintendent, along with clearly labeled photos. The data and photos will be submitted regardless of whether maintenance is performed. Maintenance shall include, but not be limited to the following:

- 1) Removal of vegetation, debris, trash, dirt, standing water, etc. from the storm drain channel and adjoining right of way;
- 2) Trimming of overhanging trees, bushes, shrubs, etc. to a height of 12 feet above the highest point of the storm drain channel extending horizontally to fence line;



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

3) Repair/replacement of security fencing and regulatory signage.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 8 megapixel (MP) in quality, in .jpg format, and submitted with the invoice to the Street Maintenance Superintendent on a media storage device, as approved and accepted by the City.

The proposal price shall include a lump sum of all costs to maintain one mile of open channel for a twelve-month period including inspections, debris removal, landscape maintenance, and minor repairs as specified. The City will pay the Contractor a fixed cost for item 2 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract.

Item 3: Maintenance of all City-owned Vortex Separation System units:

Contractor shall inspect, clear all debris, and perform any required minor repairs to all City maintained VSS units a minimum of one visit per month for a twelve-month period, for the duration of the contract. Any VSS unit found to have a blocked inlet, outlet, or be at least 40% full of trash and debris must be immediately cleaned by the contractor. Any damaged or blocked connector pipes or related manholes/manhole covers shall be cleared and repaired. The City may request additional inspections, cleanings, or repairs as needed. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the City's Department of Public Service Bureau – Street Maintenance Division (562) 570-2726 within 24 hours of discovery.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 8 megapixel (MP) in quality, in .jpg format, and submitted with the invoice to the Street Maintenance Division on a media storage device, as approved and accepted by the City.

The proposal price shall include a lump sum of all costs to maintain each VSS unit for a twelve-month period including inspections, debris removal, stenciling, and minor repairs as specified. There are currently three (3) City-owned VSS units. The total proposal price for item 3 will reflect five (5) VSS units to account for two (2) additional VSS unit that will be constructed during the contract period. The City will pay the Contractor a fixed cost for item 3 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract.

Item 4: Maintenance of all City-owned catch basins:

Contractor shall inspect, clear all debris, and perform any required minor repairs to all City maintained catch basins which includes catch basins owned by the Los Angeles County but which are under an agreement to be maintained by the City for a minimum of one time between May 1 and September 30 of each year. In addition, an inspection of all catch basins must occur one time each during the months of October, January and April. Any catch basin sumps found to have a blocked inlet, outlet, or be at least 40% full of trash and debris must be immediately cleaned by the contractor. Any catch basin trash diverter, trash collection device, or water treatment insert that is damaged shall be repaired or replaced. Any damaged or blocked connector pipes or related manholes/manhole covers shall be cleared and repaired. Contractor shall report evidence of



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

rodents and/or vectors breeding/living in the storm drain system to the City's Public Service Bureau – Street Maintenance Division 562-570-2726 within 24 hours of discovery.

The City owns approximately 3,800 catch basins, most or all of which are currently stenciled with the appropriate "NO DUMPING" language. When a City-owned catch basin is not stenciled or needs to be re-stenciled, contractor shall apply a stencil within 48 hours of discovery and notify the Street Maintenance Superintendent of completion of stenciling and location. Stencil material shall be two-layer resilient thermoplastic with 30% graded glass beads, 3.15mm (125 mils) total thickness with beveled edges or equivalent. Material shall be AASHTO designated M249-79 (86), except that material shall be pre-formed (See CLB Standard Plan No. 636). In the case of LA County owned catch basins found not to be stenciled or needs to be re-stenciled, contractor shall list the catch basin with address and location, take photos documenting the location and notify the Street Maintenance Superintendent of the need for stenciling.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 8 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the Street Maintenance Superintendent on a media storage device, as approved and accepted by the City.

The proposal price shall include a lump sum of all costs to maintain each catch basin for a twelve-month period including inspections, debris removal, stenciling, and minor repairs as specified. The City will pay the Contractor a fixed cost for item 4 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract. The City estimates there are approximately 5,700 GIS identified catch basins. The City will pay the Contractor a fixed cost for item 4 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract. Should the Contractor identify additional catch basins, the City will compensate the Contractor accordingly, based on the price per catch basin provided in the proposal.

Item 5: Maintenance of all City-owned outfall structures:

Contractor shall inspect, clear all debris, and perform any required minor repairs to all City maintained outfall structures along the City's beaches, rivers, channels, basins, and other water bodies of the City, a minimum of one time between May 1 and September 30 of each year. In addition, an inspection of all outfall structures must occur one time each during the months of October, January and April. Any outfall structure found to have a blocked inlet, outlet, or be at least 40% full of trash and debris must be immediately cleaned by the contractor. Any part of the outfall structure that is damaged shall be repaired or replaced.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 8 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the Street Maintenance Division on a media storage device, as approved and accepted by the City.

The proposal price shall include a lump sum of all costs to maintain each outfall structure for a twelve-month period including inspections, debris removal, stenciling, and minor repairs as specified. The City will pay the Contractor a fixed cost for item 5 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract.



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

Item 6: Maintenance of all City-owned, manholes and covers, boxes, culverts, and related structures:

As requested by the City, the contractor shall inspect, clear all debris, and perform any required minor repairs to City maintained manholes and covers, boxes, culverts, and related structures.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 8 mega pixel (MP) in quality, in jpeg (.jpg) format, and submitted with the invoice to the Street Maintenance Division on a media storage device, as approved and accepted by the City.

The Proposal price shall include a lump sum of all costs to maintain to perform all inspections, cleaning, and minor repairs of the devices noted above. The City will pay the Contractor a fixed cost for bid item 6 for a twelve-month period, based on the Contractor's bid, for the duration of the contract.

Item 7: Inspection of Storm Drain System Pipes:

Each year, the Contractor will inspect 1/5th of the storm drain system pipes that are 36 inches in diameter or greater. A different 1/5th of the storm drain system pipes will be inspected each year for the duration of the contract.

Inspections shall include tracking, documenting and reporting to the Street Maintenance Superintendent the status of suspected and confirmed illicit connections within the storm drain system. Illicit discharges or connections involving hazardous waste shall immediately be reported to a 911 operator on discovery. Notification of suspected illicit connections or discharges, including activities to abate, contain and clean up all illicit discharges, including hazardous substances, must be made to the Street Maintenance Superintendent 562-570-2784 within 24 hours of discovery.

Illicit Connection means any man-made conveyance that is connected to the storm drain system without a permit or through which prohibited non-storm water flows are discharged, excluding roof drains and other similar connections. Examples include channels, pipelines, conduits, inlets or outlets that are connected directly to the storm drain system.

Illicit Discharge means any discharge to the storm drain system that is prohibited under local, state or federal statutes, ordinances, codes or regulations. The term illicit discharge includes all non-storm-water discharges, except discharges pursuant to an NPDES permit (visit www.lbstormwater.org), discharges authorized by the Regional Water Quality Control Board Executive Officer, and discharges that are identified as follows:

- Flows from riparian habitats or wetlands;
- Diverted stream flows;
- Springs;
- Rising ground water;
- Uncontaminated groundwater infiltration;
- Reclaimed and potable landscape irrigation water;



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

- Water line flushing;
- Discharges from potable water sources;
- Foundation or Footing drains;
- Air conditioning condensation;
- Water from crawl space pumps;
- Reclaimed and potable irrigation water;
- Reclaimed and potable lawn watering;
- De-chlorinated swimming pool discharges;
- Individual residential car or sidewalk washing;
- Discharges or flows from emergency firefighting activities;
- Discharges originating from federal, state or other facilities that the City is pre-empted by law from regulating.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 8 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the Street Maintenance Superintendent on a media storage device, as approved and accepted by the City.

The City will pay the Contractor a fixed cost for item 7 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract. However, in order for payment to be issued, the Contractor must provide proof of inspection through documentation and reporting.

Item 8: Video camera inspection:

As requested by the City, the contractor shall inspect by video camera: manholes, storm drain pipes, boxes, culverts, and related structures. Inspections shall take note of any damage, excessive wear, illicit connections, and visually inspect pipe, manholes and surrounding areas for possible signs and causes of any sinkholes located above or adjacent to the City's storm drain system.

The proposal price shall include all costs to perform all inspections by video camera and related reporting on a linear foot basis. The City will compensate the Contractor per occurrence, based on the per linear foot rate provided in the proposal.

Item 9: Item retrieval from catch basins and manholes:

As requested by the City, the contractor shall retrieve items from catch basins and manholes (e.g. cell phones, pagers, keys). Contractor must respond to requests for such service within two hours of notification by the City.

The proposal price shall include all costs to retrieve the requested items per occurrence. The City will compensate the Contractor per occurrence, based on the rate provided in the proposal.



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

Item 10: Owner's contingency for additional work:

The City desires to include an owner's contingency for non-scheduled maintenance work or system inspections not covered in other proposal items that may be required to be done under this contract. Such work may include but not be limited to: major repairs, responses to emergency situations including spills, excess flooding, equipment failures, pipe failures, and sinkholes, modifications to the storm drain system, and the placement of temporary flood protection devices including sandbags, debris basins, and channels. Such work will be done on a fixed price quote from the contractor if the work can be well defined. If the extent of the work cannot be defined, then at the City's discretion, the work will be done on a time and material basis as defined in the Special Provisions of this specification for items of extra work.

- 1) This Item has a fixed amount determined by the City that is to be included in the total proposal offered by the contractor and is included to indicate the maximum amount the contractor can be paid for all extra work done under this contract (see attachment - Hourly Rates For Operated Equipment). The contractor shall not be entitled to any payment under this Item unless directed to do extra work by the City, and then for only the amount so approved by the City.

Compensation for non-warranted calls for service:

In the event that the contractor is called out by the City for extra work and is subsequently canceled or determined to be an unwarranted call the contractor shall be entitled to the following fixed compensation:

- \$250 if the City requests the Contractor to respond to an incident, subsequently discovers that the Contractor is not needed and cancels request within 45 minutes of initial notification or
- \$500 if the City requests the Contractor to respond to an incident, subsequently discovers that the Contractor is not needed and fails to notify Contractor or does so after 45 minutes of initial notification.

Reporting and Inspection requirements:

A Data Collection Form (DCF) (See Attachment section) is required and to be completed for:

- Inspections
 - Regularly required (see Description of Work)
 - Upon request
 - When requesting approval for additional maintenance and/or repair work.
- Maintenance – to document maintenance work done.

If the DCF form has been completed and no further action is necessary, it should be attached to the invoice when the service is submitted for payment.



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

If the DCF form has been completed in order to receive approval to maintain and/or repair, as specified in sections A1, B1, and B2, then it should be scanned and emailed to the Street Maintenance Superintendent immediately after it has been completed.

In addition to submitting the DCF, a Data Collection Report Form (DCRF) (See Attachment) must be submitted electronically to the by the 15th of every month. The DCRF report will be a compilation of the data gathered during field inspections and maintenance activities in addition to administrative information generated at the time of invoicing. The DCF and the DCRF will be provided in a Microsoft office compatible, digital, editable spreadsheet format. (NOTE: Both the data collection form and data collection report are subject to change.)

Inspection reports shall include:

- Inspection of the storm drain "system" and notification of illicit discharges, illicit connections and repair and/or replacement needs.
- Submitting a completed, signed and dated data collection form to the Stormwater/Environmental Compliance Officer by attaching it to the invoice within 14 days after data collection on a form supplied by the City's Public Works Department (see data collection form in Attachment 7).
- Submitting the receipt from a certified solid waste disposal site that holds the correct permits and licenses for disposal as proof of trash and debris disposal.
- Submittal of a final report of data collected, within 14 calendar days of fiscal year-end, which ends September 30th.

Prospective Contractors are advised to review the following Exhibit documents prior to preparation of their proposals:

- 1) Storm Water Features
- 2) Pump Station Location Map
- 3) Beach Outfall Map
- 4) Chittick Field Outfall Map
- 5) Channel Map – All
 - a. Channel – Stanbridge
 - b. Channel – El Dorado Park
 - c. Channel – Margo
 - d. Channel – Loynes
 - e. Channel – Peace and Elm
 - f. Channel – Grand
 - g. Channel – Jackson
 - h. Channel – Bentree
 - i. Channel – 49th and Locust
 - j. Channel – SD-7 Outfall
- 6) Catch Basin Stencil – Metric 636
- 7) Data Collection Form
- 8) Data Collection Report Form



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

- 9) Invoice Requirements
- 10) Proposal Sheet
- 11) Hourly Rates For Operated Equipment
- 12) NPDES Permit



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

8. WARRANTY/MAINTENANCE AND SERVICE

The acceptance of the Work or the payment of any money by the City shall not operate as a waiver of any provision of this Contract, or of any power reserved to the City, or of any right to damages or indemnity as provided in this Contract. The waiver of any breach of this Contract, or any default hereunder, shall not be held to be a waiver of any other or subsequent breach or default.

The Contractor shall thoroughly complete each task in a professional and workmanlike manner and shall use quality equipment and materials that comply with all current laws, rules and regulations. The safety of workers, passersby, and the public shall be paramount.

The Contractor shall provide the labor, materials, and equipment necessary for repair and maintenance services, except as otherwise specified in this contract. Tasks shall be performed with the highest standards at no less than the frequencies set forth herein.

The Contractor shall designate or assign one or more representatives to act on behalf of the Contractor, on all matters affecting the work. If this individual changes, the City's representatives must be notified in writing within three (3) days after the change.

The Contractor recognizes that other activities and operations may be conducted by City work forces and other parties under contract with the City. These activities may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations, or special events. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request from the City to do so.

Please specify in detail the following:

- 8.1 The length and terms of any warranty/maintenance and service provided by Contractor.
- 8.2 For this project, Contractor must specify if subcontractors will perform warranty/maintenance/service, location(s) where warranty/maintenance/service will be performed, along with contact name and phone number for each location.

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.



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

- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- 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.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

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);



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

- Technical environment;
- 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.

10. COST

- 10.1 Vendors must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with maintenance, repair and monitoring of the City's storm water system. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.
- 10.2 Vendors must submit a number of hours of service to be provided for each year of the contract, an hourly cost for services and a total fixed-price for the project budget.

11. BONDS

11.1 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., 7th Floor, 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).

11.2 Notarial Acknowledgments Required with Bonds



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

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

Not Applicable

13. **TERMS, CONDITIONS AND EXCEPTIONS**

- 13.1 This contract will be for a period of 36 months with two annual renewal options at the discretion of the City. The contract term will not exceed 60 months.
- 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.
- 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.



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

- 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.
- 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



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

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.
- 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. 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.



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

- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process 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/appendix 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 the attachment/appendix. 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 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. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project'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.*

Contractor agrees that all public work (as defined in California Labor Code section (1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

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



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

Attachment B

PRO-FORMA AGREEMENT

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[Insurance requirements may also change; contact Risk Management.]

1 of 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.
3 In the event that the City Council of the City fails to appropriate the necessary
4 funds for any fiscal year, then, and in that event, the Agreement will terminate at
5 no 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
15 with 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
4 sooner 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
12 the Project. City shall furnish to Consultant information or materials, if any,
13 described in Exhibit "D", attached to this Agreement and incorporated by this
14 reference, and 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, _____. City shall have the right to approve any person
18 proposed by Consultant to replace that key employee.

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

1 privileges of City employees. Consultant expressly warrants that neither Consultant nor
2 any of Consultant's employees or agents shall represent themselves to be employees or
3 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
10 Section 1763 of the California Insurance Code and that have ratings of or
11 equivalent to A:VIII by A.M. Best Company, the following insurance:

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

27 (b) Workers' Compensation insurance as required by the California
28 Labor Code and employer's liability insurance in an amount not less than

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

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

6 (d) Commercial automobile liability insurance (equivalent in scope
7 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
8 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
15 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
16 days prior written notice to City, shall be primary and not contributing to any other
17 insurance or self-insurance maintained by City, and shall be endorsed to state that
18 coverage maintained by City shall be excess to and shall not contribute to
19 insurance or self-insurance maintained by Consultant. Consultant shall notify City
20 in writing within five (5) days after any insurance has been voided by the insurer or
21 cancelled by the 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
26 uninterrupted, continuing coverage for a period of not less than three (3) years,
27 commencing on 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
5 City certificates of insurance and the endorsements for approval as to sufficiency
6 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
7 the insurance, furnish to City certificates of insurance and endorsements
8 evidencing renewal of the insurance. City reserves the right to require complete
9 certified copies of all policies of Consultant and Consultant's subconsultants and
10 contractors, at any time. Consultant shall make available to City's Risk Manager
11 or designee all books, records and other information relating to this insurance,
12 during normal business 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
15 more frequently than once a year, City's Risk Manager or designee may require
16 that Consultant, Consultant's subconsultants and contractors change the amount,
17 scope or types of coverages required in this Section if, in his or her sole opinion,
18 the amount, scope or types of coverages are not adequate.

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

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

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

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

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

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

1 Data shall not be made available to any person or entity for use without the prior approval
2 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

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

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

28 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

15. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Consultant shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) 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 (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every

1 governmental agency now having or hereafter acquiring jurisdiction.

2 16. PREVAILING WAGES.

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

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

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

23 18. INDEMNITY.

24 A. Consultant shall indemnify, protect and hold harmless City, its
25 Boards, Commissions, and their officials, employees and agents ("Indemnified
26 Parties"), from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
28 costs and expenses, including attorneys' fees, court costs, expert and witness

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

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

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

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

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

1 20. NONDISCRIMINATION.

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

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

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
3 place of business available to employees and applicants for employment:

4 "During the performance of a contract with the City of Long Beach,
5 the 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
13 or to become due under the Agreement may be retained by the City. The City
14 may 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
19 its 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
22 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
23 Responsibility.

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

1 given in the same manner as stated for other notices. Notice shall be deemed given on
2 the date deposited in the mail or on the date personal delivery is made, whichever occurs
3 first.

4 23. COPYRIGHTS AND PATENT RIGHTS.

5 A. Consultant shall place the following copyright protection on all
6 Data: © City of Long Beach, California _____, inserting the appropriate year.

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

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

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

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

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

1 Agreement shall not constitute a waiver of any other or subsequent breach of this
2 Agreement.

3 26. CONTINUATION. Termination or expiration of this Agreement shall
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
5 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

24 ///

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

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

(NAME OF CONSULTANT)

_____, 2015

By _____
Name _____
Title _____

_____, 2015

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 2015

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2015.

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 Relations 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

[Form must be signed and dated]



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

Form W-9 (Rev. August 2013) 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.
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Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input 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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is 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 <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: 8px;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number							
Social security number									
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: 8px;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number							
Employer identification number									

Part II Certification	
Under penalties of perjury, I certify that:	
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below), and 4. 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 ▶
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General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1445 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Attachment F

**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. _____

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as PRINCIPAL, and _____, Located at _____ a corporation, incorporated under the laws of the State of _____, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the _____ and is required by law and by said City to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extension thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void.

Provided, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done hereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearance is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in event in an amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety has executed, or caused to be executed, this instrument with all of the formalities required by law on this _____ day of _____, 20__.

CONTRACTOR / PRINCIPAL

SURETY, admitted in California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telephone: _____

By: _____

Name: _____

Title: _____

Approved as to form this _____ day

Approved as to sufficiency this _____ day

Of _____, 20__.

Of _____, 20__.

Charles Parkin, City Attorney

By: _____
Senior Deputy

By: _____
City Manager / City Engineer

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's must acknowledge execution of this bond Certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313 California Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

May 16, 2016

ADDENDUM #1

This language in red has been changed and supersedes the language found in the original RFP:

Item 4: Maintenance of all City-owned catch basins:

Contractor shall inspect, clear all debris, and perform any required minor repairs to all City maintained catch basins which includes catch basins owned by the Los Angeles County but which are under an agreement to be maintained by the City for a minimum of one time between May 1 and September 30 of each year. In addition, an inspection of all catch basins must occur one time each during the months of October, January and April. Any catch basin sumps found to have a blocked inlet, outlet, or be at least 40% full of trash and debris must be immediately vacuum cleaned by the contractor. Any catch basin trash diverter, trash collection device, or water treatment insert that is damaged shall be repaired or replaced. Any damaged or blocked connector pipes or related manholes/manhole covers shall be vacuum cleared and repaired. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the City's Public Service Bureau – Street Maintenance Division 562-570-2726 within 24 hours of discovery.

The City owns approximately 5,700 catch basins, most or all of which are currently stenciled with the appropriate "NO DUMPING" language. When a City-owned catch basin is not stenciled or needs to be re-stenciled, contractor shall apply a stencil within 48 hours of discovery and notify the Street Maintenance Superintendent of completion of stenciling and location. Stencil material shall be two-layer resilient thermoplastic with 30% graded glass beads, 3.15mm (125 mils) total thickness with beveled edges or equivalent. Material shall be AASHTO designated M249-79 (86), except that material shall be pre-formed (See CLB Standard Plan No. 636). In the case of LA County owned catch basins found not to be stenciled or needs to be re-stenciled, contractor shall list the catch basin with address and location, take photos documenting the location and notify the Street Maintenance Superintendent of the need for stenciling.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 8 megapixel (MP) in quality, in .jpg format, and submitted with the invoice to the Street Maintenance Superintendent on a media storage device, as approved and accepted by the City.

The proposal price shall include a lump sum of all costs to maintain each catch basin for a twelve-month period including inspections, debris removal via vacuum, stenciling, and minor repairs as specified. The City will pay the Contractor a fixed cost for item 4 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract. The City estimates there are approximately 5,700 GIS identified catch basins. The City will pay the Contractor a fixed cost for item 4 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract. Should the Contractor identify additional catch basins, the City will compensate the Contractor accordingly, based on the price per catch basin provided in the proposal.

1. OVERVIEW OF PROJECT

The City of Long Beach encompasses a geographic area of approximately 52 square miles. Within its boundary, the storm drain system is comprised of approximately 180 miles of pipes and culverts, 5.5 miles of open channels and ditches, 5,700 catch basins and 25 pump stations.

In general, this contract requires the contractor to maintain, repair and monitor the City's storm water system as specified herein and as directed by the City's representative. All work performed under this contract shall conform to the requirements set forth in the City's current National Pollutant Discharge Elimination System (NPDES) Municipal Storm Water Permit. Should this permit be amended or replaced during the term of the contract, the City's reserves the right to amend the scope of work and related specifications to insure permit compliance.

Contractor shall have a valid license A – General Engineering Contractor, at the time of the proposal submission.

3. SCOPE OF PROJECT

Maintain, repair and monitor the City's storm water system as specified herein and as directed by the City's representative. All work performed under this contract shall conform to the requirements set forth in the City's current National Pollutant Discharge Elimination System (NPDES) Municipal Storm Water Permit. Should this permit be amended or replaced during the term of the contract, the City's reserves the right to amend the scope of work and related specifications to insure permit compliance.

As part of the scope of work for this project, the awarded Contractor shall have a valid California Contractor's License A – General Engineering Contractor at the time of the proposals being submitted. Contractors shall include a photocopy of the license in the proposal.

EXHIBIT 10

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY.	UNIT	UNIT PRICE	ITEM TOTAL
2	Maintenance of 1/5th of all City-owned Open Storm Storm Drain Channels	5.5	LS	N/A	
4	Maintenance of all City-owned Catch Basins	5,700	Ea	N/A	

Prepared By: Michelle King Date: May 16, 2016
Buyer II

Acknowledged By: _____
Company Name

Print Name Title

Signature Date

You are required to submit this document with your proposal. Failure to do so will disqualify your proposal.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

May 26, 2016

ADDENDUM #4

RFP PW 16-131
City Storm Drain System Maintenance and Repair

This language in red has been changed and supersedes the language found in the original RFP:

Item 3: Maintenance of all City-owned Vortex Separation System units:

Contractor shall inspect, clear all debris, and ~~perform any required minor repairs to~~ from all City maintained VSS units a minimum of one visit per month for a twelve-month period, for the duration of the contract. Any VSS unit found to have a blocked inlet, outlet, or be at least 40% full of trash and debris must be immediately cleaned by the contractor. Any damaged or blocked connector pipes or related manholes/manhole covers shall be cleared and repaired. The City may request additional inspections, cleanings, or repairs as needed. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the City's Department of Public Service Bureau – Street Maintenance Division (562) 570-2726 within 24 hours of discovery.

Item 7: Inspection of Storm Drain System Pipes:

Each year, the Contractor will inspect 1/5th of the storm drain system pipes that are 36 inches in diameter or greater. A different 1/5th of the storm drain system pipes will be inspected each year for the duration of the contract.

Inspections shall include tracking, documenting and reporting to the Street Maintenance Superintendent the status of suspected and confirmed illicit connections within the storm drain system. Illicit discharges or connections involving hazardous waste shall immediately be reported to a 911 operator on discovery. Notification of suspected illicit connections or discharges, including activities to abate, contain and clean up all illicit discharges, including hazardous substances, must be made to the Street Maintenance Superintendent 562-570-2784 within 24 hours of discovery.

Illicit Connection means any man-made conveyance that is connected to the storm drain system without a permit or through which prohibited non-storm water flows are discharged,

excluding roof drains and other similar connections. Examples include channels, pipelines, conduits, inlets or outlets that are connected directly to the storm drain system.

Illicit Discharge means any discharge to the storm drain system that is prohibited under local, state or federal statutes, ordinances, codes or regulations. The term illicit discharge includes all non-storm-water discharges, except discharges pursuant to an NPDES permit (visit www.lbstormwater.org), discharges authorized by the Regional Water Quality Control Board Executive Officer, and discharges that are identified as follows:

- Flows from riparian habitats or wetlands;
- Diverted stream flows;
- Springs;
- Rising ground water;
- Uncontaminated groundwater infiltration;
- Reclaimed and potable landscape irrigation water;
- Water line flushing;
- Discharges from potable water sources;
- Foundation or Footing drains;
- Air conditioning condensation;
- Water from crawl space pumps;
- Reclaimed and potable irrigation water;
- Reclaimed and potable lawn watering;
- De-chlorinated swimming pool discharges;
- Individual residential car or sidewalk washing;
- Discharges or flows from emergency firefighting activities;
- Discharges originating from federal, state or other facilities that the City is pre-empted by law from regulating.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 1.5 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the Street Maintenance Superintendent on a media storage device, as approved and accepted by the City.

The City will pay the Contractor a fixed cost for item 7 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract. However, in order for payment to be issued, the Contractor must provide proof of inspection through documentation and reporting.

Exhibit 10:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY.	UNIT	UNIT PRICE	ITEM TOTAL
1	Maintenance of all City-owned Storm Drain Pump Stations	16	LS	N/A	
1A	Maintenance of all City-owned Storm Drain Pump Stations with Trash Netting Systems	7	LS	N/A	
2	Maintenance of all City-owned Open Storm Storm Drain Channels	1.1	LS	N/A	
3	Maintenance of all City-owned VSS Units	8	LS	N/A	
4	Maintenance of all City-owned Catch Basins	3,800	Ea	N/A	
5	Maintenance of all City-owned Outfall Structures	5	LS	N/A	
6	Maintenance of all City-owned, manholes and covers, boxes, culverts and related structures	-	-	-	time and material basis
7	Inspection of 1/5th Storm Drain System Pipes	184,272	LF		
8	Video camera inspection	2,000	LF		
9	Retrieval from Catch Basins and Manholes	10	Ea		

Prepared By: Michelle King Date: May 26, 2016
Buyer II

Acknowledged By: _____
Company Name

Print Name

Title

Signature

Date

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

May 27, 2016

ADDENDUM #6

RFP PW 16-131

City Storm Drain System Maintenance and Repair

This language in red and purple has been changed and supersedes the language found in the original RFP:

Item 3: Maintenance of all City-owned Vortex Separation System units:

Contractor shall inspect, clear all debris, and ~~perform any required minor repairs to~~ from all City maintained VSS units a minimum of one visit per month for a twelve-month period, for the duration of the contract. Any VSS unit found to have a blocked inlet, outlet, or be at least 40% full of trash and debris must be immediately cleaned by the contractor. Any damaged or blocked connector pipes or related manholes/manhole covers shall be cleared and repaired. The City may request additional inspections, cleanings, or repairs as needed. Contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the City's Department of Public Service Bureau – Street Maintenance Division (562) 570-2726 within 24 hours of discovery.

Item 7: Inspection of Storm Drain System Pipes:

Each year, the Contractor will inspect 1/5th of the storm drain system pipes that are 36 inches in diameter or greater. A different 1/5th of the storm drain system pipes will be inspected each year for the duration of the contract.

Inspections shall include tracking, documenting and reporting to the Street Maintenance Superintendent the status of suspected and confirmed illicit connections within the storm drain system. Illicit discharges or connections involving hazardous waste shall immediately be reported to a 911 operator on discovery. Notification of suspected illicit connections or discharges, including activities to abate, contain and clean up all illicit discharges, including hazardous substances, must be made to the Street Maintenance Superintendent 562-570-2784 within 24 hours of discovery.

Illicit Connection means any man-made conveyance that is connected to the storm drain system without a permit or through which prohibited non-storm water flows are discharged, excluding roof drains and other similar connections. Examples include channels, pipelines, conduits, inlets or outlets that are connected directly to the storm drain system.

Illicit Discharge means any discharge to the storm drain system that is prohibited under local, state or federal statutes, ordinances, codes or regulations. The term illicit discharge includes all non-storm-water discharges, except discharges pursuant to an NPDES permit (visit www.lbstormwater.org), discharges authorized by the Regional Water Quality Control Board Executive Officer, and discharges that are identified as follows:

- Flows from riparian habitats or wetlands;
- Diverted stream flows;
- Springs;
- Rising ground water;
- Uncontaminated groundwater infiltration;
- Reclaimed and potable landscape irrigation water;
- Water line flushing;
- Discharges from potable water sources;
- Foundation or Footing drains;
- Air conditioning condensation;
- Water from crawl space pumps;
- Reclaimed and potable irrigation water;
- Reclaimed and potable lawn watering;
- De-chlorinated swimming pool discharges;
- Individual residential car or sidewalk washing;
- Discharges or flows from emergency firefighting activities;
- Discharges originating from federal, state or other facilities that the City is pre-empted by law from regulating.

Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 1.5 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the Street Maintenance Superintendent on a media storage device, as approved and accepted by the City.

The City will pay the Contractor a fixed cost for item 7 for a twelve-month period, based on the Contractor's proposal, for the duration of the contract. However, in order for payment to be issued, the Contractor must provide proof of inspection through documentation and reporting.

Exhibit 10:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY.	UNIT	UNIT PRICE	ITEM TOTAL
1	Maintenance of all City-owned Storm Drain Pump Stations	16	LS	N/A	
1A	Maintenance of all City-owned Storm Drain Pump Stations with Trash Netting Systems	7	LS	N/A	
2	Maintenance of all City-owned Open Storm Drain Channels	1.1	LS	N/A	

3	Maintenance of all City-owned VSS Units	8	LS	N/A	
4	Maintenance of all City-owned Catch Basins	3,800-5,700	Ea	N/A	
5	Maintenance of all City-owned Outfall Structures	5	LS	N/A	
6	Maintenance of all City-owned, manholes and covers, boxes, culverts and related structures	-	-	-	time and material basis
7	Inspection of 1/5th Storm Drain System Pipes	184,272	LF		
8	Video camera inspection	2,000	LF		
9	Retrieval from Catch Basins and Manholes	10	Ea		

Prepared By: Anne Takii for Michelle King Date: May 27, 2016
 Buyer II

Acknowledged By: _____
 Company Name

Print Name

Title

Signature

Date

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.

EXHIBIT “B”

Scope of Work and Rates/Charges

COPY

CITY STORM DRAIN SYSTEM-MAINTENANCE & REPAIR PW16-131

City of Long Beach
c/o City Clerk: Attn: Michelle King
333 West Ocean Blvd, Plaza Level
Long Beach, CA 90802

Submitted by



UNITED STORM WATER INC.

14000 E. Valley Blvd.
City of Industry, CA 91746

Ramon Mejivar
Senior Project Manager
626/ 961-9326 Office
626/ 961-3166 Fax
626/ 890-7104 Cell
ramon@unitedstormwater.com

Due Date: June 2, 2016 @ 11am

PROPOSAL - ANNUAL CONTRACT
STORM WATER SYSTEM MAINTENANCE AND REPAIR SERVICES

In accordance with the Request For Proposal for the above titled Work in the City of Long Beach, California, a copy of which is attached hereto and is made part hereof, to be opened on May 3, 2016 at 11:00 a.m., we propose to furnish all necessary labor, tools, materials, applicances, and equipment for and perform all Work mentioned in said Request For Proposal, in full compliance with Plans and Specifications at the following prices:

ITEM NO	ITEM DESCRIPTION	ESTIMATED QTY.	UNIT	UNIT PRICE	ITEM TOTAL
1	Maintenance of all City-owned Storm Drain Pump Stations	16	LS	N/A	\$25,000.00
1A	Maintenance of all City-owned Storm Drain Pump Stations with Trash Netting Systems	7	LS	N/A	\$45,000.00
2	Maintenance of all City-owned Open Storm Storm Drain Channels	1.1	LS	N/A	\$10,500.00
3	Maintenance of all City-owned VSS Units	8	LS	N/A	\$10,500.00
4	Maintenance of all City-owned Catch Basins	3800 5,700	Ea	N/A	\$178,600.00
5	Maintenance of all City-owned Outfall Structures	5	LS	N/A	\$1,500.00
6	Maintenance of all City-owned, manholes and covers, boxes, culverts and related structures	-	-	-	time and material basis
7	Inspection of 1/5th Storm Drain System Pipes	184,272	LF	.001	\$184.27
8	Video camera inspection	2,000	LF	1.50	\$3,000.00
9	Retrieval from Catch Basins and Manholes	10	Ea	80.00	\$800.00

NOTE: All bid prices shall be valid for the entire initial three-year term of the contract.

OPERATED EQUIPMENT - INCLUDES OPERATOR

ITEM NO.	EQUIPMENT	RATES	UNIT
1	Vacuum Truck, 50 BBLS Mild Steel	\$78.00	Hourly
2	Vacuum Truck, 50 BBLS Stainless Steel	\$81.00	Hourly
3	Vacuum Truck, 120 BBLS Mild Steel	\$83.00	Hourly
4	Vacuum Truck, 120 BBLS Stainless Steel	\$89.00	Hourly
5	Vacuum Truck, 120 BBLS Fiberglass Lined	\$110.00	Hourly
6	Vacuum Truck, 142 BBLS 3-Compartment Stainless Steel	\$113.00	Hourly
7	Water Truck	\$78.00	Hourly
8	45' Enclosed Van	\$81.00	Hourly
9	48' Drop Deck	\$81.00	Hourly
10	End Dump Truck	\$94.00	Hourly
11	Dump Truck 2-Axle	\$75.00	Hourly
12	Roll-off Truck	\$89.00	Hourly
13	Roll-off Truck & Trailer (Tandem)	\$94.00	Hourly
14	Vactor/Guzzler	\$165.00	Hourly
15	Vactor/Guzzler-High Rail	\$165.00	Hourly
16	Combo Vactor/Jetter Truck	\$170.00	Hourly
17	Vaciron with operator	\$90.00	Hourly
18	Tractor for Spill Response Trailer (mobilization & demobilization)	\$76.00	Hourly
19	Mini-me	\$78.00	Hourly
20	Cushion Truck	\$98.00	Hourly
21	Backhoe/Cat 950 Loader Transport	\$108.00	Hourly
22	Fuel/Insurance Surcharge	20%	Transportation
23	Overnight Demurrage on Vacuum Tanker	\$250.00	Day
24	Overnight Demurrage on End Dump or Dry Van	\$50.00	Day

NOTES:

Prevailing Wage Surcharge \$ 40.00

Fuel Surcharge/Insurance Surcharge Applies 20 % of Transportation Costs

Overtime - please describe: Applies to vehicles listed above during any period worked in Excess of 8 hours per day Monday through Friday and from Friday midnight through Sunday Midnight

Holidays - please submit on separate sheet.

UNOPERATED EQUIPMENT - OPERATOR BILLED SEPARATELY

ITEM NO	EQUIPMENT	RATES	UNIT
TRAFFIC CONTROL EQUIPMENT			
25	Arrow Board	\$60.00	Day
26	Traffic Cones	\$.50	Day each
27	Traffic Signs	\$1.00	Day each

PERSONNEL/EMERGENCY RESPONSE UNITS

28	Pick-up Truck	\$22.00	Hourly
29	Utility Truck (E.R.)	\$40.00	Hourly
30	Company Auto	\$15.00	Hourly
31	Stakebed Truck w/Liftgate	\$35.00	Hourly
32	Stakebed Truck w/Liftgate (40 Mile Radius)	\$250.00	Day
33	Biowaste Trailer	\$200.00	Day
34	50' Incident Response Trailer	\$800.00	Day
35	36' Incident Command Center Trailer	\$700.00	Day

LOADING/EXCAVATING EQUIPMENT

36	950 Loader	\$125.00	Hourly
37	446 Backhoe	\$75.00	Hourly
38	Backhoe Breaker or Compactor Attachment	\$325.00	Day Each
39	Excavator (Cat 330)	\$100.00	Hourly
40	Mini Excavator with Trailer	\$65.00	Hourly
41	Bobcat Loader with Trailer	\$55.00	Hourly
42	Bobcat Loader Auger Attachment	\$75.00	Day
43	Bobcat Loader Sweeper Attachment	\$75.00	Day
44	Bobcat Loader Backhoe Attachment	\$75.00	Day
45	Bobcat Loader Grappler Attachment	\$75.00	Day
46	Bobcat Loader Breaker Attachment	\$75.00	Day
47	Shovel, push broom, squeegee, or scraper	\$5.00	Day
48	Wheelbarrow	\$5.00	Day

CORING/SAMPLING EQUIPMENT

49	Concrete Coring Machine (6' max. dia.)	\$100.00	Day
50	Hand Auger Kit (excluding brass sleeves)	\$100.00	Day
51	Brass Sample Sleeve	\$1.00	Day

PERSONNEL

ITEM NO.	STAFF POSITION	RATES	UNIT
52	Environmental Safety Coordinator	\$50.00	Hourly
53	Supervisor	\$64.00	Hourly
54	Equipment Operator	\$64.00	Hourly
55	Technician	\$52.00	Hourly
56	Administrative Clerk	\$20.00	Hourly
57	Industrial Hygienist	\$100.00	Hourly
58	Project Manager	\$50.00	Hourly
59	Osha Required Confined Space Rescue Trained Specialist	\$64.00	Hourly
60	Confined Space Gear	\$250.00	Day

NOTES:

Prevailing Wage Surcharge \$ 40.00
Straight Time - please describe: The first 8 hours worked between 7:00 am and 5:00pm Monday through Friday
Overtime - please describe: Any period worked more than 8 hours
Double Time - please describe: Any period worked more than 12 hours Monday through Sat and all day Sunday

UNOPERATED EQUIPMENT - MISCELLANEOUS

ITEM NO.	EQUIPMENT	RATES	UNIT
61	Forklift (4000 thru 6000 lbs. Capacity) with Trailer	\$100.00	Day
62	110-150 CFM Air Compressor	\$100.00	Day
63	375 CFM Air Compressor	\$100.00	Day
64	9.2 CFM Air Compressor	\$75.00	Day
65	Extension Ladder 28'	\$10.00	Day
66	Folding Ladder 32'	\$10.00	Day
67	Folding Ladder 8'	\$10.00	Day
68	Plasma Cutter	\$75.00	Day
69	Cutting Torch	\$100.00	Day
70	Chain Saw (16")	\$50.00	Day
71	Miscellaneous Tools (ropes, buckets, wrenches)	\$25.00	Day
72	Concrete Saw (includes 1-blade)	\$75.00	Day
73	Concrete Saw Additional Blade	\$25.00	Day
74	Gas Cut Off Saw	\$50.00	Day
75	Gas Cut Off Saw Additional Blades	\$25.00	Each
76	Hydraulic Drum Turner	\$75.00	Day
77	Gasoline Soil Tamper	\$25.00	Day
78	Jack Hammer (electric)	\$50.00	Day
79	Jack Hammer (air activated)	\$50.00	Day
80	Rivet Buster/Chipper (includes 1 bit)	\$50.00	Day
81	Rivet Buster/Chipper Extra Bits	\$5.00	Day
82	Rotary Hammer	\$25.00	Day
83	Hazcat Test	\$25.00	Each
84	Roll-About Tool Box (includes assorted tools)	\$75.00	Day
85	Sawzall/Skill Saw	\$25.00	Day
86	Sawzall/Skill Saw Extra Blade	\$5.00	Day
87	10 K Generator	\$25.00	Day
88	3.6 K Generator	\$25.00	Day
89	3 Inch Trash Pump	\$25.00	Day
90	Wilden M Series Diaphragm Pump	\$25.00	Day
91	1 1/2" Submersible Pump	\$50.00	Day
92	Disposable Hand Pump	\$25.00	Each
93	Bypass Plug 1 1/2 - 4"	\$75.00	Week
94	Bypass Plug 4 1/2 - 12"	\$75.00	Week
95	Bypass Plug 13"-24"	\$100.00	Week
96	Bypass Plug 25" - 40"	\$100.00	Week
97	Magnetic Patch - Small	\$250.00	Day
98	Magnetic Patch - Large	\$350.00	Day
99	Auxillary Lighting - Excluding Power Source	\$25.00	Day
100	Portable Light Plant	\$100.00	Day
101	Fire Hose 50' x 2 1/2"	\$10.00	Each
102	Discharge Host 25' x 3"	\$20.00	Each

UNOPERATED EQUIPMENT - MISCELLANEOUS CONTINUED

ITEM NO.	EQUIPMENT	RATES	UNIT
103	Jetter Unit, Towable (4000 psi)	\$70.00	Hourly
104	Hydrotech High Pressure Wash Unit	\$50.00	Hourly
105	Hydro-Dig Attachment	\$100.00	Day
106	Steam Cleaner	\$35.00	Hourly
107	Pressure Washer - Hot Water (3600 psi)	\$175.00	Hourly
108	Pressure Washer (2500 - 3000 psi)	\$175.00	Hourly
109	Mercury Vacuum (Hepa Vac)	\$50.00	Day
110	Wet Dry Vacuum - 16 gal	\$25.00	Day
111	Dustless Bead blaster, Walk Behind (media not included)	\$50.00	Day
112	Hard Broom	\$1.00	Day

UNOPERATED CLEANING EQUIPMENT

ITEM NO.	EQUIPMENT	RATES	UNIT
113	Jetter Unit, Towable (4000 psi)	\$70.00	Hourly
114	Hydrotech High Pressure Wash Unit	\$50.00	Hourly
115	Hydro-Dig Attachment	\$100.00	Day
116	Steam Cleaner	\$35.00	Hourly
117	Pressure Washer - Hot Water (3600 psi)	\$175.00	Hourly
118	Pressure Washer (2500 - 3000 psi)	\$175.00	Hourly
119	Mercury Vacuum (Hepa Vac)	\$50.00	Day
120	Wet Dry Vacuum - 16 gal	\$25.00	Day
121	Dustless Bead blaster, Walk Behind (media not included)	\$50.00	Day
122	Hard Broom	\$1.00	Day

UNOPERATED SAFETY EQUIPMENT

ITEM NO.	EQUIPMENT	RATES	UNIT
123	Bottled Air, 300 cu. Ft. Cylinder	\$75.00	Day
124	Self-Contained 60 Minute Scott Air Pack	\$75.00	Day
125	Extra 60 Minute Scott Air Cylinder	\$50.00	Day
126	300 Cubic Feet or 60 Minute Cylinder Recharge	\$50.00	Day
127	Hazardous/Acid Suit (Level A)	\$150.00	Day
128	Hazardous Suit (Level B)	\$75.00	Day
129	Positive Pressure Mask w/Egress & Air Line	\$35.00	Day
130	Tripod Manlift	\$25.00	Day
131	Lifeline & Safety Harness	\$25.00	Day
132	Air Gas Monitor	\$25.00	Day
133	Dual Cartridge Half-Face Respirator	\$10.00	Each
134	Dual Cartridge Full-Face Respirator	\$10.00	Each
135	Respirator Cartridge	\$10.00	Each
136	Air Blower (Electric)	\$35.00	Day
137	Venturi Air Blower (air compressor not included)	\$50.00	Day
138	Draeger Tester Pump	\$10.00	Day
139	Draeger Test Tubes	\$5.00	Each
140	Pre & Post Lead Exposure Blood Test	\$25.00	Each

RENTAL EQUIPMENT

ITEM NO.	EQUIPMENT	RATES	UNIT
141	Roll-off Bin Rental, 10-15 Yard Bins	\$8.00	Day
142	Dewatering Bin Rental	\$10.00	Day
143	Roll-off Bin Rental, 20-40 Yard Bins	\$5.00	Day
144	Roll-off Bin Liner; Plastic	\$30.00	Each
145	Bin Dewater Liner: Fabric (130 micron)	\$225.00	Each
146	Portable Black Iron Tank Rental, Skid Mounted (7500-10000 gal)	\$20.00	Day
147	Roll-off Bin Delivery (40 mile radius)	\$250.00	Each
148	Overnight Demurrage on Vacuum Tanker	\$250.00	Day
149	Overnight Demurrage on End Dump or Dry Van	\$50.00	Day
150	Ramp Rental	\$1.00	Day
151	Towable Ramp Rental	\$5.00	Day

DISPOSAL CHARGES

152	Disposal Fee	Cost plus 0%	0%
153	Disposal Service Charge	Cost plus 20 %	Each
154	Washout Fee, Hazardous Waste	\$200.00	Each
155	Washout Fee, Non-Hazardous Waste	\$135.00	Each
156	Facility Washout Fee	Cost plus 20%	Each

LABORATORY CHARGES

157	Laboratory Analysis	Cost plus 20%	Each
158	U.P.S. profile charge (Administrative)	\$1.00	Each

CONSUMMABLES

ITEM NO.	ITEM	RATES	UNIT
159	Cement - Regular (90 lb. Bag)	\$10.00	Each
160	Cement - Ready Mix (60 lb. Bag)	\$5.00	Each
161	Rubber Gloves	\$6.50	Pair
162	Gloves - Viton (for PCBs)	\$75.00	Pair
163	Disposable Tyvek Suit	\$12.00	Each
164	Disposable Tyvek Suit (Poly)	\$15.00	Each
165	Sigel Suit (Acid Suit)	\$50.00	Each
166	Rain Gear - Heavyweight	\$22.00	Each
167	P.P.E. (gloves, tyvek, and respirator)	\$50.00	Each
168	Absorbent (Superfine)	\$10.00	Each
169	Sorbent Pads	\$100.00	bale
170	Sorbent Brooms (3" or 4" diameter)	\$200.00	bale
171	95-gallon Overpack Poly Drum (new)	\$260.00	Each
172	95-gallon Overpack Poly Drum (reconditioned)	\$160.00	Each
173	85-gallon Overpack Drum (reconditioned)	\$125.00	Each
174	55-gallon D.O.T. Poly Drum Open Top (new)	\$70.00	Each
175	55-gallon D.O.T. Poly Drum Open Top (reconditioned)	\$50.00	Each
176	55-gallon D.O.T. Poly Drum Closed Top (reconditioned)	\$45.00	Each
177	30-gallon D.O.T. Poly Drum Open Top (new)	\$65.00	Each
178	30-gallon D.O.T. Poly Drum Open Top (reconditioned)	\$53.00	Each
179	15-gallon Poly Drum	\$35.00	Each
180	85-gallon Overpack Steel Drum (reconditioned)	\$125.00	Each
181	275-gallon D.O.T. Poly Tote	\$275.00	Each
182	55-gallon D.O.T. Steel Drum (reconditioned)	\$45.00	Each
183	55-gallon D.O.T. Fiber Drum (reconditioned)	\$50.00	Each
184	55-gallon D.O.T. Fiber Drum (new)	\$75.00	Each
185	30-gallon D.O.T. Fiber Drum	\$70.00	Each
186	20-gallon D.O.T. Fiber Drum	\$50.00	Each
187	5-gallon D.O.T. Pail (with snap/screw lid)	\$25.00	Each
188	Super Sack	\$65.00	Each
189	Cubic Yard Box With pallet	\$140.00	Each
190	Soda Ash	\$2.00	Lb
191	Citric Acid	\$5.00	Lb
192	Caustic Soda (flake)	\$2.25	Lb
193	Caustic Soda (bead)	\$7.50	Lb
194	Vermiculite	\$50.00	Bag
195	Sample Tubes (glass)	\$4.50	Each
196	Harris Caution Tape	\$35.00	Roll
197	Duct Tape	\$12.00	Each
198	Plastic Sheeting	\$68.00	Roll
199	Plastic Bags (heavy duty)	\$5.00	Each
200	55-gallon Drum Liner	\$2.00	Each

CONSUMMABLES - CONTINUED

ITEM NO.	ITEM	RATES	UNIT
201	20" Stretch Film (shrink wrap)	\$70.00	Roll
202	Respirator Cartridge	\$20.00	Each
203	Hazardous Waste Labels	\$.50	Each
204	Patch Kit	\$40.00	Each
205	Sample Jar	\$2.00	Each
206	Rags (box)	\$55.00	Box
207	Rags (half box)	\$30.00	1/2 box
208	Subsistence: No Layover (8 hour period)	\$12.00	Per person
209	Subsistence: With Layover	\$75.00	Per person
210	Portable Eyewash	\$25.00	Each
211	Chlor-D-Tects	\$31.00	Each
212	Roll Off Bin Liner: Plastic	\$25.00	Each
213	Hudson Sprayer	\$25.00	Each
214	Bin Dewater Liners: Fabric (130 micron)	\$250.00	Each
215	Kleen Green/Simple Green	\$12.00	Gallon
216	Sand Bag	\$4.00	Each
217	Disposable Flex Hose - 6"	\$2.25	Ft
218	Disposable Flex Hose - 4"	\$1.50	Ft
219	Neozyme	\$55.00	Gallon
220	Gold Crew	\$55.00	Gallon



UNITED STORM WATER, Inc.
Protecting Our Water Resources

HOLIDAYS

On the following holidays there will be an additional charge of \$50.00 per man hour.

New Year's Day
President's Day
Memorial Day
Fourth of July
Good Friday
Veteran's Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24th
Christmas Day

EXHIBIT “C”

City’s Representative:

Arthur Cox, Superintendent

(562) 570-2784

EXHIBIT “D”

Materials/Information Furnished: None