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

<u>AGREEMENT</u>

THIS AGREEMENT is made and entered, in duplicate, as of August 3, 2016, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 2, 2016, by and between UNITED STORM WATER, INC., a California corporation ("Contractor"), with a place of business at 14000 E. Valley Boulevard, City of Industry, California 91746, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with storm drain routine maintenance and repair ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A", and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "B", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an annual amount not to exceed Two Hundred Seventy-Six Thousand Dollars (\$276,000), at the rates or charges shown in Exhibit "B".

B. City shall pay Contractor in due course of payments following

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

- C. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.
- D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed. and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.
 - Contractor must adopt reasonable methods during the life of Ε.

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

- F. CAUTION: Contractor shall not begin work until this Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.
- 2. TERM. The term of this Agreement shall commence at midnight on August 1, 2016, and shall terminate at 11:59 p.m. on July 31, 2019, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The parties have the option to extend the term for two (2) additional one-year periods, at the discretion of the City Manager.

3. COORDINATION AND ORGANIZATION.

- Α. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.
- В. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key City shall have the right to approve any person employee, Ramon Mejivar. proposed by Contractor to replace that key employee.
- 4. INDEPENDENT CONTRACTOR. In performing its services, Contractor is and shall act as an independent contractor and not an employee,

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

5. INSURANCE.

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

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

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

- (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
- (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
- (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.
- В. Any self-insurance program, self-insured retention. deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.
- C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or selfinsurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
 - D. If this coverage is written on a "claims made" basis, it must

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

- Ε. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.
- F. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.
- Any modification or waiver of these insurance requirements G. shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Contractor, Contractor's sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.
- The procuring or existence of insurance shall not be construed Η. or deemed as a limitation on liability relating to Contractor's performance or as full performance of or compliance with the indemnification provisions of this Agreement.
 - 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

- 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement. certifies that, at the time Contractor executes this Agreement and for its duration, Contractor does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. And, Contractor shall obtain similar certifications from Contractor's employees, sub-Contractors and contractors.
- 8. MATERIALS. Contractor shall furnish all labor and supervision. supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Contractor's obligations under this Agreement, except as stated in Exhibit "C".
- 9. OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Contractor or furnished to Contractor in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples,

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

- 10. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Contractor for services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Contractor shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Contractor acknowledges and agrees that City's obligation to make final payment is conditioned on Contractor's delivery of the Data to City.
- 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Contractor shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Contractor shall not disclose any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit of others except for the purpose of this Agreement.
- 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor knew prior to the time City disclosed it; or (b) is or becomes publicly available without

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

- ADDITIONAL SERVICES. The City has the right at any time during 13. the performance of the services, without invalidating this Agreement, to order extra work bevond that specified in the RFP or make changes by altering, adding to or deducting from the work. No extra work may be undertaken unless a written order is first given by the City, incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be approved by the City Representative. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this paragraph do not apply to services specifically set forth in the RFP or reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that the services to be provided pursuant to the RFP may be more costly or time consuming than Contractor anticipates and that Contractor will not be entitled to additional compensation for the services set forth in the RFP.
- 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the City to exercise the right to deduct or to withhold will not, however, affect the obligations of Contractor to insure.

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

- 15. 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.
- LAW. This Agreement shall be construed in accordance with the laws 16. 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. Contractor 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 sea. 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 governmental agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

17. PREVAILING WAGES.

- Consultant agrees that all public work (as defined in California Α. 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 В. such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality

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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."

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

19. INDEMNITY.

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

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

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

- C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties. Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- D. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 20. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.
- 21. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

22. NONDISCRIMINATION.

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

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

- 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.
 - Α. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

- B. The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.
- C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.
- E. If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be

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

- 24. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.
- 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants that Contractor has not employed or retained any entity or person to solicit or obtain this Agreement and that Contractor has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Contractor breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.
- 26. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- 27. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 18, 21 and 28 prior to termination or expiration of this Agreement.
- 28. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely responsible for payment of all federal and state taxes resulting

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

- 29. ADVERTISING. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.
- 30. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.
- 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

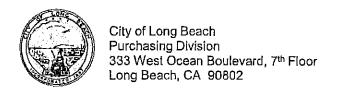
IN WITNESS WHEREOF, the parties have caused this document to be duly				
executed with all formalities required by law as of the date first stated above.				
August 11th, 2016 August 11th, 2016	UNITED STORM WATER, INC., a California corporation By Name Eduardo Perry Jr. Title President By Robert Piña			
	Title Secretary/Treasurer			
	"Contractor"			
August 36, 2016	CITY OF LONG BEACH, a municipal corporation EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.			
, 2010	City Manager			
	"City" Assistant City Manager			
This Agreement is approved as to form on <u>august 15</u> , 2016.				

CHARLES PARKIN, City Attorney

Deputy

EXHIBIT "A"

Request for Proposals Number PW16-131 and Addendums



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 proposa			
have read, understand, and ag	gree to all terms and co	nditions herein. Date	e
Signed			
Print Name & Title			
			Rev 2014 1001

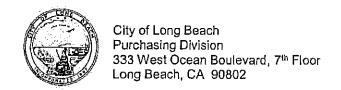
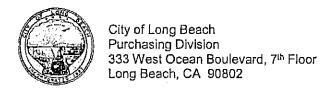


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ATTACHMENTS

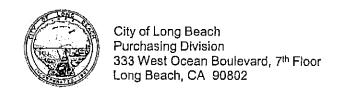
- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B. PRO-FORMA AGREEMENT SAMPLE
- C. STATEMENT OF NON-COLLUSION
- D. DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
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- F. EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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.



2. <u>ACRONYMS/DEFINITIONS</u>

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

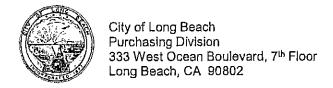
Vortex Separation System

DCF

Data Collection Form

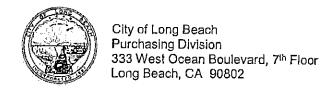
DCRF

Data Collection Report Form



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.



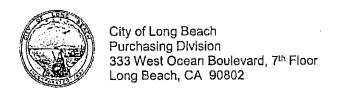
4. <u>SUBMITTAL INSTRUCTIONS</u>

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

TASK	DATE/TIME
*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.



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

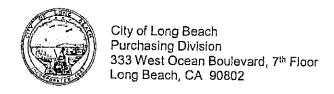
Long Beach, CA 90813

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.



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:

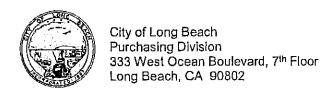
City of Long Beach c/o City Clerk – Attn: Michelle King 333 W. Ocean Bivd., Plaza Level Long Beach, CA 90802

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.



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.

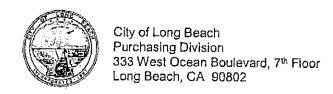
5. PROPOSAL EVALUATION AND AWARD PROCESS

- 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.



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

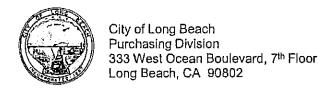
The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, 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.



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.

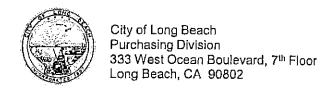
Contractor shall take photos documenting before and after conditions of all debris clearing, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 8 megapixel (MP) in quality, in peg (.jpg) format, and submitted with the invoice to the Street 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;



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 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 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:

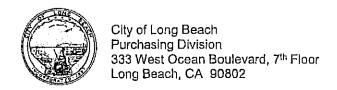
Contractor shall inspect, clear all debris, and perform any required minor repairs to all City maintained VSS units a minimum of one visit per month for a twelve-month period, for the duration of the contract. Any VSS unit found to have a blocked inlet, outlet, or be at least 40% full of trash and debris 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 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 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



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.

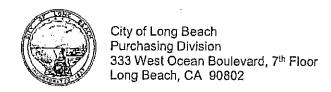
The proposal price shall include a lump sum of all costs to maintain each catch basin for a twelve-month period including inspections, debris removal, stenciling, and minor repairs as specified. The City will pay the Contractor a fixed cost for item 4 for a twelve-month period, based on the Contractor's 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.



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 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 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:

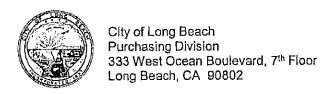
Each year, the Contractor will inspect 1/5th of the storm drain system pipes that are 36 inches in diameter or greater. A different 1/5th of the storm drain system pipes will be inspected each year for the duration of the contract.

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 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 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:

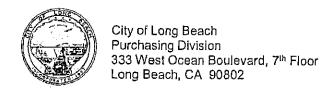
As requested by the City, the contractor shall inspect by video camera: manholes, storm drain pipes, boxes, culverts, and related structures. Inspections shall take note of any damage, excessive wear, illicit connections, and visually inspect pipe, manholes and surrounding areas for possible signs and 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.



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:

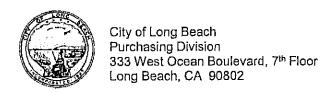
- \$250 if the City requests the Contractor to respond to an incident, subsequently discovers that the Contractor is not needed and cancels request within 45 minutes of initial notification or
- \$500 if the City requests the Contractor to respond to an incident, subsequently discovers that the Contractor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



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.

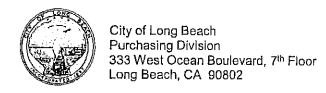
In addition to submitting the DCF, a Data Collection Report Form (DCRF) (See Attachment) must be submitted electronically to the by the 15th of every month. The DCRF report will be a compilation of the data gathered during field inspections and maintenance activities in addition to administrative information 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:

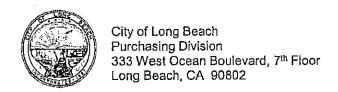
- Inspection of the storm drain "system" and notification of illicit discharges, illicit connections and repair and/or replacement needs.
- Submitting a completed, signed and dated data collection form to the Stormwater/Environmental Compliance Officer by attaching it to the invoice within 14 days after 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
 - a. Channel Jackson
 - h. Channel Bentree
 - i. Channel 49th and Locust
 - i. Channel SD-7 Outfall
- 6) Catch Basin Stencil Metric 636
- 7) Data Collection Form
- 8) Data Collection Report Form



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



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.



- 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 <u>public and/or private sector</u>. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

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9.2 Subcontractor Information

Voc

NI.

169	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.

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;

9.2.1.5

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.

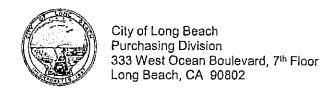
11. BONDS

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



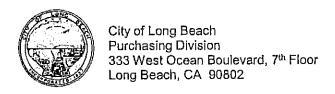
Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all 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.



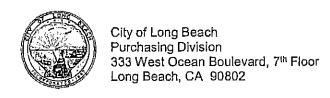
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor 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.



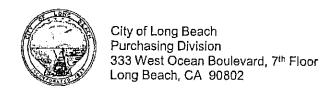
13.26 Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to attachment/appendix for further information regarding the requirements 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.

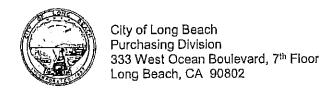
In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public 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 1771."



Attachment A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, und for Proposal. A	lerstand and agre ny exceptions Mt	e to comply with JST be docume	the terms and conditions nted.	specified in this Request
YES	NO	SIGNATURE_		i
EXCEPTIONS:	Attach additiona	sheets if neces	sary. Please use this forr	nat.
		EXCEPTION SI	JMMARY FORM	

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
	·	



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.]

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

AGREEMENT

3	THIS AGREEMENT is made and entered, in duplicate, as of
4	for reference purposes only, pursuant to a minute order adopted by the City Council o
5	the City of Long Beach at its meeting on, 20, by and between
6	corporation/limited liability
7	company etc ("Consultant"), with a place of business at
8	and the CITY OF LONG BEACH, a municipal corporation ("City").
9	WHEREAS, City requires specialized services requiring unique skills to be
10	performed in connection with("Project"); and
11	WHEREAS, City has selected Consultant in accordance with City's
12	administrative procedures and City has determined that Consultant and its employees
13	are qualified, licensed, if so required, and experienced in performing these specialized
14	services; and
15	WHEREAS, City desires to have Consultant perform these specialized
16	services, and Consultant is willing and able to do so on the terms and conditions in this
17.	Agreement;
18	NOW, THEREFORE, in consideration of the mutual terms, covenants, and
19	conditions in this Agreement, the parties agree as follows:
20	1. SCOPE OF WORK OR SERVICES.
21	A. Consultant shall furnish specialized services more particularly
22	described in Exhibit "A", attached to this Agreement and incorporated by this
23	reference, in accordance with the standards of the profession, and City shall pay
24	for these services in the manner described below, not to exceed Dollars
25	(\$), at the rates or charges shown in Exhibit "B".
26 ∦	B. The City's obligation to pay the sum stated above for any one
27	fiscal year shall be contingent upon the City Council of the City appropriating the
28	necessary funds for such payment by the City in each fiscal year during the term

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

- C. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.
- D. Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.
- E. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.
- F. CAUTION: Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of

insurance has been delivered to and approved by City.

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

3. <u>COORDINATION AND ORGANIZATION.</u>

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

- B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Consultant's key employee, ______. City shall have the right to approve any person proposed by Consultant to replace that key employee.
- 4. INDEPENDENT CONTRACTOR. In performing its services, Consultant is and shall act as an independent contractor and not an employee, representative or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or

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privileges of City employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

- As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:
- (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
- (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than

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

- (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
- (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.
- В. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.
- C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
- D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years. commencing on the date this Agreement expires or is terminated.
 - E. Consultant shall require that all subconsultants or contractors

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

- F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and contractors, at any time. Consultant shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.
- G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Consultant, Consultant's subconsultants and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.
- H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Consultant's performance or as full performance of or compliance with the indemnification provisions of this Agreement.
- 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior

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

- 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. And, Consultant shall obtain similar certifications from Consultant's employees, subconsultants and contractors.
- 8. MATERIALS. Consultant shall furnish all labor and supervision. supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Consultant's obligations under this Agreement, except as stated in Exhibit "D".
- OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Consultant. Copies of Data may be retained by Consultant but Consultant warrants that

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

- TERMINATION. Either party shall have the right to terminate this 10. Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior written notice to the other party. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that City's obligation to make final payment is conditioned on Consultant's delivery of the Data to City.
- CONFIDENTIALITY. Consultant shall keep all Data confidential and 11. shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Consultant shall not disclose any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.
- BREACH OF CONFIDENTIALITY. Consultant shall not be liable for 12. a breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

ADDITIONAL COSTS AND REDESIGN. 13.

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Α. 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.
- AMENDMENT. This Agreement, including all Exhibits, shall not be 14. 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

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governmental agency now having or hereafter acquiring jurisdiction.

16. PREVAILING WAGES.

- Consultant 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.
- B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant 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."
- ENTIRE AGREEMENT. This Agreement, including all Exhibits, 17. constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

18. INDEMNITY.

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

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fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations 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. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

- В. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested. in the defense.
- If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties. Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- D. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 19. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

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20. NONDISCRIMINATION.

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

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

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

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

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

- ₿, The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.
- C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- Failure to comply with the EBO may be used as evidence D. against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.
- E. If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.
- 22. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Engineer at the same address. Notice of change of address shall be

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

23. COPYRIGHTS AND PATENT RIGHTS.

- Consultant shall place the following copyright protection on all Data: © City of Long Beach, California , inserting the appropriate year.
- В. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.
- C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.
- 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.
- 25. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this

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

- 26. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17, 19, 22 and 28 prior to termination or expiration of this Agreement.
- TAX REPORTING. As required by federal and state law, City is 27. obligated to and will report the payment of compensation to Consultant on Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN), or Consultant's Social Security Number if Consultant does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Consultant acknowledges and agrees that City has no obligation to pay Consultant until Consultant provides one of these numbers.
- 28. ADVERTISING. Consultant shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.
- AUDIT. City shall have the right at all reasonable times during the 29. term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.
- 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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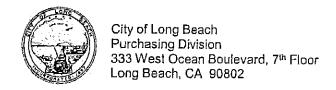
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1 IN WITNESS WHEREOF, the parties have caused this document to be duly 2 executed with all formalities required by law as of the date first stated above. 3 (NAME OF CONSULTANT) 4 ______, 2015 By_____ Name_____ 5 Title 6 _____, 2015 7 Name_____ Title ______ 8 "Consultant" 9 CITY OF LONG BEACH, a municipal 10 corporation 11 By_____City Manager OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 , 2015 12 13 "City" 14 This Agreement is approved as to form on _______, 2015. 15 CHARLES PARKIN, City Attorney 16 Ву _____ 17 Deputy 18 19 20 21 22 23 24 25 26 27 28



Attachment C

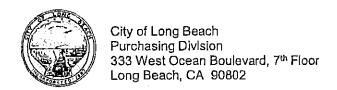
Statement of Non-collusion

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	-
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Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

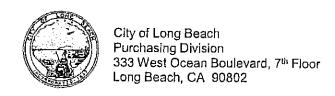
As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, 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



Acceptance of Certification

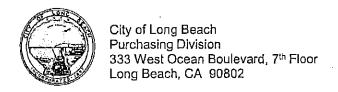
- 1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification 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

- 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 <u>System for Award Management</u> at <u>www.sam.gov</u> 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

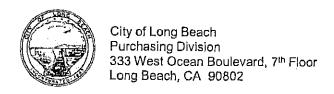
Rev 12.11.13



Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[Form must be signed and dated]



Form V-9
(Flev, 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.

Depart	nugust 2013) Intent of the Treasury of Havenue Service	Identification Num	ber and Certifi	cation		send to t	
	Name (as shown on	your income tax return)		-		·	
Ŋ	Business name/disr	ogarded entity name, if different from above					
age		·					
ة) 🗖	pox for federal tax classification; proxietor			Exemplion	ns (sca instruc	lions);
5 S	L Individual Sale				Exemples	ayeə code (il ar	w
Print or type Specific Instructions on page	Limited liability	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P-partnership) > Exemption			I from FATCA		
FF SE	Other (see inst	code (il any					
cilio		reel, and apl. or suite no.)					
Spe							
88	City, state, and ZIP (code					
**	List account number	(a) here (optional)					
Par	fi Taybau	or Identification Number (TIM)		-			
		or Identification Number (TIN) ropigits box. The TIN provided must match the na	ame given on the "Name"	lina Social	security numb	er	
to avo	old backup withhold	ling. For individuals, this is your social security nu	mber (SSN). However, for	a			
entitie	s, it is your amploy	etor, or disregarded entity, see the Part I Instructi er identification number (EIN), if you do not have a	ons on page 3. For other a number, see How <i>to get</i>	a		-	
I/N or	r paga 3			<u>, — — — — — — — — — — — — — — — — — — —</u>			
unwpi unter	if the account is in er to enter,	more than one name, see the chart on page 4 for	guldelinės on whose	Empla	yer identifica ti	on humber	
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	penalties of perjun	r, I certify that: this form is my correct taxpayer identification nu					
2. lan Ser	n not subject to bad vice (IRS) that I am	ckup withholding because: (a) I am exempt from b subject to backup withholding as a result of a fail ackup withholding, and	ack in withholding or for	I have not bee	a notified by	the internal E	Revanue e that I em
		ther U.S. person (defined below), and					•
4. The	FATCA code(s) ent	ered on this form (if any) indicating that I am exen	npt from FATCA reporting	ils correct.			
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Sign Here	Signature of U.S. person ▶		Date				
	eral Instruct	ione	withholding tax on foreign		ni nifanihudu a	nnegeladies-	
	· · · · · · · · · · · · · · · · · · ·	nternal Revenue Code unless otherwise noted.	4. Certify that FATCA of	ode(s) entered o	n this form (if a		
Future	davelopments. The IR	S has created a page on IRS gov for information	exempt from the FATCA: Note, If you are a U.S. pe	reporting, is corre	act.		
about Fr affecting on that ;	y Form W-9 (such as te	ov/e9, Information about any future developments agistation enacted after we release it) will be posted	W 9 to request your TIN, similar to this Form W-9.	you must use the) requester's to	edus aj 1l li me	tentially
Purpo	se of Form		Definition of a U.S. pers person if you are:	on, For (edotal) to	ıx purposea, ye	u are consider	ed a U.S.
A person	n who is required to file	an information return with the IRS must obtain your	An individual who is a U				
you, pay	menis mude ta you in	number (TIN) to report, for example, income paid to selllement of payment card and third party network	 A partnership, corporati United Status or under the 	on, company, or e laws of the Uni	essociation cre lod States,	eated or organi	zed in the
abandor	iment of seculad prop	tolions, mortgage interest you pald, acquisition or erty, cancellation of debt, or contributions you made	An estate (other than a f				
Use F	n. Torm W-9 only i[you ar	a a U.S. person (including a resident alien), to person requesting it (the requester) and, when	 A domestic trust (as dof Special rules for partner the United States are gon 	ships. Partnersh erally required to	es that conductors in a second conductor in the conductor	st a trade or bu	section
applicab 1. Cen	ile, Io: tify that the TIN you ar	e giving is correct for you are weiting for a number	1446 on any foreign parin such business. Further, in the rules under section 14	ers' share of effe certain cases wi	ctively connect tere a Form W-	ed taxable inc 0 has not been	ome from 1 received.
to be iss 2. Carl		bject to backup withholding, or	foreign person, and pay th U.S. person that is a partr	ie section 1446 v ier in a partnersh	vithhelding tex. io conducting :	. Therefore, if y a trade or busin	ou are a was in the
3, Clai applicab	m exemption from bac le, you are also certify	kkup wilihholding if you are a U.S. exempt payee. If ing that as a U.S. person, your allocable share of U.S. trade or business is not subject to the	United States, provide For and avoid section 1446 wi	m W-9 to the pa	rinership to es	labiish your U.:	5. stelus

Attachment F

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name:	Federal Tax ID No	
Address:		
City:	State:ZIP:	_
	Person:Telephone:	
Email:	Fax:	
Section 2	2. COMPLIANCE QUESTIONS	
A.	The EBO is inapplicable to this Contract because the Contractor/Vendor has no employeesYesNo	
В.	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.)	е
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, please continue to section 3.)	et. to
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 employee?YesNo (If "yes," proceed to section 4, as you are in compliance with the EE 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:

	following the contract start d	date after the first open enrollment process ate, not to exceed two years, if the vidence of taking reasonable measures to
		e administrative steps can be taken to n in benefits in the Contractor/vendor's three months; or
	Upon expiration of thagreement(s).	e contractor's current collective bargaining
В.	are unable to do so, do you a equivalent? (The cash equiv	able measures to comply with the EBO but agree to provide employees with a cash valent is the amount of money your enefits that are unavailable for domestic
Section 4.	REQUIRED DOCUMENTA	TION
the City to statement	provide documentation (copy	or contract award, you may be required by yof employee handbook, eligibility rovider statement, etc.) to verify that you enefits.
Section 5.	CERTIFICATION	
the forego contractua additional	ing is true and correct and the lly. By signing this certification obligations of the Equal Bene th Municipal Code and in the	the laws of the State of California that at l am authorized to bind this entity on, I further agree to comply with all fits Ordinance that are set forth in the terms of the contract of purchase order
Executed t	his 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 ata corporation,
business in the State of California, as SURETY, are held and municipal corporation, in the sum of	_, admitted as a surety in the State of California, and authorized to transact firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a
(\$), lawful money of the United States of America, fo	r the payment of which sum, well and truly to be made, we bind ourselves, our
respective heirs, administrators, executors, successors and a	essigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUC	
Whereas, said Principal has been awarded and is a said City of Long Beach for the and by said City to give this bond in connection with the exec	about to enter the annexed contract (incorporated herein by this reference) with and is required by law
and by said city to give this bond in connection with the exec	dilibri di Sala Contract,
materials, provisions, equipment, or other supplies, used in, to work or labor done thereon of any kind, or for amounts due u and any extension thereof, and during the life of any guaranty equipment, or other supplies, used in, upon, for or about the contract that may hereafter be made, or for any work or labor	or of said contract, or any subcontractor of said Principal, fails to pay for any upon, for or about the performance of the work contracted to be done, or for any nder the Unemployment Insurance Act, during the original term of said contract y required under the contract, or shall fail to pay for any materials, provisions, performance of the work to be done under any authorized modifications of said of one of any kind, or for amounts due under the Unemployment insurance Act, amount not exceeding the sum of money hereinabove specified and, in case suffixed by the court; otherwise this obligation shall be void.
required to be done hereunder, or in any of the materials, pro- contract, or the giving by the City of any extension of time for the part of either the City or the Principal to the other, shall ne respective helrs, administrators, executors, successors or as modifications, alterations, changes, extensions or forbearance release or experate the Surety, unless the officer of the City	anges which may be made in sald contract, or in any of the work or labor ovisions, equipment, or other supplies required to be furnished pursuant to said the performance of said contract, or the giving of any other forbearance upon of in any way release the Principal or the Surety, or either of them, or their signs, from any liability arising hereunder, and notice to the Surety of any such se is hereby waived. No premature payment by said City to said Principal shall ordering the payment shall have actual notice at the time the order is made stent that such payment shall result in actual loss to the Surety, but in event in
right of action to them or their assigns in any suit brought upon	
IN WITNESS WHEREOF, the above named Princi of the formalities required by law on thisday of	pal and Surety has executed, or caused to be executed, this instrument with all, 20
CONTRACTOR / PRINCIPAL	SURETY, admitted in California
Ву:	Ву:
Name:	Name:
Title:	T(tle:
	Telephone:
Ву:	
Name:	<u></u>
Title:	
Approved as to form this day	Approved as to sufficiency this day
Of, 20	Of
Charles Parkin, City Attorney	
Ву:	By:City Manager / City Engineer
Senior Deputy	City Manager / City Engineer

Note:

- Both PRINCIPAL AND SURETY before a Notary Public and a Notary's must acknowledge execution of this bond
 Certificate of acknowledgment must be attached.
 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 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 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		ESTIMATED		UNIT	ITEM
NO.	ITEM DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
	Maintenance of 1/5th of all				
	City-owned Open Storm				
2	Storm Drain Channels	5.5	LS	N/A	
	Maintenance of all City-				
4	owned Catch Basins	5,700	Ea	N/A	

Prepared By:	Michelle King Buyer II	_Date: May 16, 2016	
Acknowledged By:	Company Name	. <u> </u>	
	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 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:

EXIIIDIL I		CCTIMATED	-	UNIT	ITEM
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY.	UNIT	PRICE	TOTAL
	Maintenance of all City- owned Storm Drain Pump				101712
11	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 Buyer II	_Date: May 26, 2016
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 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		ESTIMATED		UNIT	ITEM
NO.	ITEM DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
	Maintenance of all City- owned Storm Drain Pump				
1	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	18	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



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:

TEM 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
I	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
1,	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-Axie	\$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
	Tractor for Spill Response Trailer (mobilization &		1 (
18	demobilization)	\$76.00	Hourly
19	Mini-me	\$78.00	Hourly
20	Cushlon 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 S\$40.00	
Fuel Surcharge/Insurance Surcharge Applies	20 % of Trasportation Costs
Overtime - please describe: Applies to vehicles lie Excess of 8 hours per day Monday through Friday and from	sted above during any period worked in n Friday midnight through Sunday Midnight
Holidays - please submit on separate sheet.	

UNOPERATED EQUIPMENT - OPERATOR BILLED SEPARATELY

11 E M M	O EQUIPMENT	RATES	UNIT
TRAFFI	C CONTROL EQUIPMENT		<u> </u>
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	Dav
	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 thought 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	Hazcai Test	\$25.00	Each
84	Roll-About Tool Box (includes assorted tools)	\$75.00	Day
85	Sawzali/Skill Saw	\$25.00	Day
86	Sawzall/Skill Saw Extra Blade	\$5.00	Day
	10 K Generator	\$25.00	Day
88	3.6 K Generator	\$25.00	
	3 Inch Trash Pump	\$25.00	Day Day
	Wilden M Series Diaphragm Pump	\$25.00	Day
91	1 1/2" Submersible Pump	\$50.00	Day
	Disposable Hand Pump	\$25.00	Each
	Bypass Plug 1 1/2 - 4"	\$75.00	Week
	Bypass Plug 4 1/2 - 12"	\$75.00	Week
	Bypass Plug 13"-24"	\$100.00	Week
	Bypass Plug 25" - 40"	\$100.00	Week
	Vagnetic Patch - Small		
	Magnetic Patch - Large	\$250.00 \$350.00	Day Day
	Auxillary Lighting - Excluding Power Source	\$25.00	
	Portable Light Plant	\$100.00	Day Day
	ire Hose 50' x 2 1/2"	\$100.00	Each
-	Discharge Host 25' x 3"	\$10.00	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 (7500-10	0000 gal) \$20.00	Day
147	Roll-off Bin Delivery (40 mile radius)	\$250.00	Each
148	Overnight Demurrage on Vacuum Tanker	\$250.00	Dav
149	Overnight Demurrage on End Dump or Dry Van	\$50.00	Day
150	Ramp Rental	\$1.00	Dav
151	Towasie 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	1 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-gailon 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	Roli
199	Plastic Bags (heavy duty),	\$.50	Each
200	55-gallon Drum Liner	\$2.00	Each

CONSUMMABLES - CONTINUED

ITEM NO	·ITEM	RATES	TINU
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	Subsisience: 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



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 Veleran'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