

AGREEMENT

36120

THIS AGREEMENT is made and entered, in duplicate, as of November 18, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 9, 2021, by and between PARKWOOD LANDSCAPE MAINTENANCE, INC., a California corporation ("Contractor"), with a place of business at 16443 Hart Street, Van Nuys, California 91406, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with landscaping services at the Long Beach Airport ("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-1", 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 "A-2", 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, an annual amount of One Hundred Thirty-Eight Thousand Thirty-Six Dollars (\$138,036) with a Fifty Thousand Dollar (\$50,000) contingency for a total annual amount not to exceed One Hundred Eighty-

1 Eight Thousand Thirty-Six Dollars (\$188,036), at the rates or charges shown in  
2 Exhibit "B".

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

16 C. Contractor represents that Contractor has obtained all  
17 necessary information on conditions and circumstances that may affect its  
18 performance and has conducted site visits, if necessary.

19 D. By executing this Agreement, Contractor warrants that  
20 Contractor (a) has thoroughly investigated and considered the scope of services to  
21 be performed, (b) has carefully considered how the services should be performed,  
22 and (c) fully understands the facilities, difficulties and restrictions attending  
23 performance of the services under this Agreement. If the services involve work upon  
24 any site, Contractor warrants that Contractor has or will investigate the site and is  
25 or will be fully acquainted with the conditions there existing, prior to commencement  
26 of services set forth in this Agreement. Should Contractor discover any latent or  
27 unknown conditions that will materially affect the performance of the services set  
28 forth in this Agreement, Contractor must immediately inform the City of that fact and

1 may not proceed except at Contractor's risk until written instructions are received  
2 from the City.

3 E. Contractor must adopt reasonable methods during the life of  
4 the Agreement to furnish continuous protection to the work, and the equipment,  
5 materials, papers, documents, plans, studies and other components to prevent  
6 losses or damages, and will be responsible for all damages, to persons or property,  
7 until acceptance of the work by the City, except those losses or damages as may  
8 be caused by the City's own negligence.

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

12 2. TERM. The term of this Agreement shall commence at midnight on  
13 December 13, 2021, and shall terminate at 11:59 p.m. on December 12, 2023, unless  
14 sooner terminated as provided in this Agreement, or unless the services or the Project is  
15 completed sooner. The term may be renewed for three (3) additional one-year periods, at  
16 the discretion of the City Manager.

17 3. COORDINATION AND ORGANIZATION.

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

26 B. The parties acknowledge that a substantial inducement to City  
27 for entering this Agreement was and is the reputation and skill of Contractor's key  
28 employee, named in Exhibit "E" attached to this Agreement and incorporated by this

1 reference. City shall have the right to approve any person proposed by Contractor  
2 to replace that key employee.

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

15 5. INSURANCE.

16 A. As a condition precedent to the effectiveness of this  
17 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
18 duration of this Agreement, from insurance companies that are admitted to write  
19 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
20 Company or from authorized non-admitted insurance companies subject to Section  
21 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
22 by A.M. Best Company, the following insurance:

23 (a) Commercial general liability insurance (equivalent in scope to  
24 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
25 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
26 coverage shall include but not be limited to broad form contractual liability,  
27 cross liability, independent contractors liability, and products and completed  
28 operations liability. City, its boards and commissions, and their officials,



1 employees and agents shall be named as additional insureds by  
2 endorsement (on City's endorsement form or on an endorsement equivalent  
3 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
4 shall contain no special limitations on the scope of protection given to City,  
5 its boards and commissions, and their officials, employees and agents. This  
6 policy shall be endorsed to state that the insurer waives its right of  
7 subrogation against City, its boards and commissions, and their officials,  
8 employees and agents.

9 (b) Workers' Compensation insurance as required by the California  
10 Labor Code and employer's liability insurance in an amount not less than  
11 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
12 its right of subrogation against City, its boards and commissions, and their  
13 officials, employees and agents.

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

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

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

24 C. Each insurance policy shall be endorsed to state that coverage  
25 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
26 written notice to City, shall be primary and not contributing to any other insurance  
27 or self-insurance maintained by City, and shall be endorsed to state that coverage  
28 maintained by City shall be excess to and shall not contribute to insurance or self-

1 insurance maintained by Contractor. Contractor shall notify City in writing within five  
2 (5) days after any insurance has been voided by the insurer or cancelled by the  
3 insured.

4 D. If this coverage is written on a "claims made" basis, it must  
5 provide for an extended reporting period of not less than one hundred eighty (180)  
6 days, commencing on the date this Agreement expires or is terminated, unless  
7 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
8 continuing coverage for a period of not less than three (3) years, commencing on  
9 the date this Agreement expires or is terminated.

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

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

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

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

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

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

25 8. MATERIALS. Contractor shall furnish all labor and supervision,  
26 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
27 necessary to or used in the performance of Contractor's obligations under this Agreement,  
28 except as stated in Exhibit "D".

1                   9.     OWNERSHIP OF DATA.     All materials, information and data  
2 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
3 with this Agreement, including but not limited to documents, estimates, calculations,  
4 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
5 models, reports, summaries, drawings, designs, notes, plans, information, material and  
6 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
7 in a format identified by City, and City shall have the unrestricted right to use and disclose  
8 the Data in any manner and for any purpose without payment of further compensation to  
9 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that  
10 Data shall not be made available to any person or entity for use without the prior approval  
11 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

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

1 of others except for the purpose of this Agreement.

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

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

22 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
23 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
24 amounts the payment of which may be in dispute or that are necessary to compensate the  
25 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
26 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
27 performing or failing to perform Contractor's obligations under this Agreement. In the event  
28 that any claim is made by a third party, the amount or validity of which is disputed by

1 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
2 City may withhold from any payment due, without liability for interest because of the  
3 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
4 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
5 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

23 17. PREVAILING WAGES.

24 A. Contractor agrees that all public work (as defined in California  
25 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
26 Work"), if any, shall comply with the requirements of California Labor Code sections  
27 1770 *et seq.* City makes no representation or statement that the Project, or any  
28 portion thereof, is or is not a "public work" as defined in California Labor Code

1 section 1720.

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

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

16 19. INDEMNITY.

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

1 work or services under this Agreement (collectively "Claims" or individually "Claim").

2 B. In addition to Contractor's duty to indemnify, Contractor shall  
3 have a separate and wholly independent duty to defend Indemnified Parties at  
4 Contractor's expense by legal counsel approved by City, from and against all  
5 Claims, and shall continue this defense until the Claims are resolved, whether by  
6 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
7 breach, or the like on the part of Contractor shall be required for the duty to defend  
8 to arise. City shall notify Contractor of any Claim, shall tender the defense of the  
9 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,  
10 in the defense.

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

16 D. The provisions of this Section shall survive the expiration or  
17 termination of this Agreement.

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

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

28 22. NONDISCRIMINATION.



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

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

14                   A.     During the performance of this Agreement, the Contractor  
15 certifies and represents that the Contractor will comply with the EBO. The  
16 Contractor agrees to post the following statement in conspicuous places at its place  
17 of business available to employees and applicants for employment:

18                   “During the performance of a contract with the City of Long Beach, the  
19 Contractor will provide equal benefits to employees with spouses and its  
20 employees with domestic partners. Additional information about the City of  
21 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
22 Long Beach Business Services Division at 562-570-6200.”

23                   B.     The failure of the Contractor to comply with the EBO will be  
24 deemed to be a material breach of the Agreement by the City.

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

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

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

9 24. NOTICES. Any notice or approval required by this Agreement shall  
10 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
11 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
12 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
13 to the City Clerk at the same address. Notice of change of address shall be given in the  
14 same manner as stated for other notices. Notice shall be deemed given on the date  
15 deposited in the mail or on the date personal delivery is made, whichever occurs first.

16 25. COPYRIGHTS AND PATENT RIGHTS.

17 A. Contractor shall place the following copyright protection on all  
18 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

19 B. City reserves the exclusive right to seek and obtain a patent or  
20 copyright registration on any Data or other result arising from Contractor's  
21 performance of this Agreement. By executing this Agreement, Contractor assigns  
22 any ownership interest Contractor may have in the Data to the City.

23 C. Contractor warrants that the Data does not violate or infringe  
24 any patent, copyright, trade secret or other proprietary right of any other party.  
25 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials  
26 and employees harmless from any and all claims, demands, damages, loss, liability,  
27 causes of action, costs or expenses (including reasonable attorneys' fees) whether  
28 or not reduced to judgment, arising from any breach or alleged breach of this

1 warranty.

2 26. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
3 that Contractor has not employed or retained any entity or person to solicit or obtain this  
4 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
5 commission or other monies based on or from the award of this Agreement. If Contractor  
6 breaches this warranty, City shall have the right to terminate this Agreement immediately  
7 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
8 due under this Agreement or otherwise recover the full amount of the fee, commission or  
9 other monies.

10 27. WAIVER. The acceptance of any services or the payment of any  
11 money by City shall not operate as a waiver of any provision of this Agreement or of any  
12 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
13 Agreement shall not constitute a waiver of any other or subsequent breach of this  
14 Agreement.

15 28. CONTINUATION. Termination or expiration of this Agreement shall  
16 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
17 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
18 "Audit" prior to termination or expiration of this Agreement.

19 29. TAX REPORTING. As required by federal and state law, City is  
20 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
21 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
22 from payments under this Agreement. Contractor shall submit Contractor's Employer  
23 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
24 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
25 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
26 Contractor provides one of these numbers.

27 30. ADVERTISING. Contractor shall not use the name of City, its officials  
28 or employees in any advertising or solicitation for business or as a reference, without the

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 prior approval of the City Manager or designee.

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

6 32. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
7 designed to or entered for the purpose of creating any benefit or right for any person or  
8 entity of any kind that is not a party to this Agreement.

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

PARKWOOD LANDSCAPE  
MAINTENANCE, INC., a California  
corporation

11  
12  
13 11/29/ \_\_\_\_\_, 2021

By David L. Melito  
Name David L. Melito  
Title President

14  
15  
16 11/29/ \_\_\_\_\_, 2021

By David L. Melito  
Name David L. Melito  
Title Secretary

17  
18 "Contractor"

19  
20 CITY OF LONG BEACH, a municipal  
corporation

21 December 9, 2021

By Linda J. Tashum  
City Manager

22  
23 EXECUTED PURSUANT  
"City" TO SECTION 301 OF  
THE CITY CHARTER.

24 This Agreement is approved as to form on 12.7, 2021.

25 CHARLES PARKIN, City Attorney

26 By [Signature]  
27 Deputy  
28



# Parkwood

16443 Hart Street  
Van Nuys, California 91406

Telephone: 818 988 9677  
Fax: 818 988 4934

## Minutes of a Special Meeting Parkwood Landscape Maintenance, Inc.

November 29, 2021

A special meeting of the Board of Directors of Parkwood Landscape Maintenance, Inc., a California corporation, was held on November 29, 2021 at 2:00 p.m. at the offices of Parkwood Landscape Maintenance, Inc. located at 16443 Hart St. Van Nuys, CA 91406. Notices of this meeting have been given in accordance with the bylaws. The Director present at this meeting was David L. Melito, who constitutes a quorum of the authorized number of Directors of the corporation.

### Long Beach Airport Agreement (RFP AP21-053)

RESOLVED, Mr. David L. Melito authorized Parkwood Landscape Maintenance, Inc. to bind Contract Agreement with Long Beach Airport in response to RFP AP21-053 as one (1) corporate officer signing for two (2) positions.

### Adjournment

#### Name

#### Office

David L. Melito

Chairman of the Board

David L. Melito

David L. Melito

President

David. L. Melito

David L. Melito

Secretary

David L. Melito

David L. Melito

Chief Financial Officer

David L. Melito

David L. Melito

Vice-President- Operation

David L. Melito

1454928

ENDORSED  
FILED

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

ARTICLES OF INCORPORATION

OF

JAN 24 1989

PARKWOOD LANDSCAPE MAINTENANCE, INC.

MARCH FONG EU, Secretary of State

I

The name of the corporation is PARKWOOD LANDSCAPE MAINTENANCE, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Martin Simone, Esq.  
8484 Wilshire Boulevard, Suite 730  
Beverly Hills, California 90211-3271

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 25,000.

DATED: 01/20/89

David L. Melito  
DAVID L. MELITO

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

David L. Melito  
DAVID L. MELITO

# EXHIBIT “A-1”

Request for Proposals (RFP)

RFP AP21-053



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number AP21-053**  
**For**  
**Airport Landscaping Services**

Release Date:	06/22/2021
Mandatory Pre-Proposal Meeting	06/29/2021
Mandatory Site Walk:	06/30/2021
Questions Due to the City:	07/08/2021
Posting of the Q & A:	07/16/2021
Due Date:	07/22/2021

*City Contact:*                      *Christina Sarmiento*    *Buyer*                      *562-570-7062*

**See Section 4 for instructions on submitting proposals.**

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Rev 2016 0919





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Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **TABLE OF CONTENTS**

1.	OVERVIEW OF PROJECT .....	3
2.	ACRONYMS/DEFINITIONS.....	4
3.	SCOPE OF PROJECT .....	5
4.	SUBMITTAL INSTRUCTIONS.....	5
5.	PROPOSAL EVALUATION AND AWARD PROCESS .....	10
6.	PROTEST PROCEDURES .....	11
7.	PROJECT SPECIFICATIONS .....	12
8.	WARRANTY/MAINTENANCE AND SERVICE .....	12
9.	COMPANY BACKGROUND AND REFERENCES.....	12
10.	COST .....	16
11.	BONDS .....	16
12.	ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE .....	17
13.	TERMS, CONDITIONS AND EXCEPTIONS .....	20

### **ATTACHMENTS**

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE FORM (EBO)
- H SMALL BUSINESS ENTERPRISE PROGRAM (SBE) – 5.71% GOAL
- I INSURANCE REQUIREMENTS
- J CONTRACTOR'S STATE LICENSE BOARD PRINTOUT FOR C-27 LANDSCAPING

### **APPENDIX**

- A COST PROPOSAL FORM/FEE SCHEDULE

### **EXHIBITS**

- A ADDITIONAL TERMS AND CONDITIONS/SCOPE OF SERVICES
- B LGB LANDSCAPING AREA
- C LIST OF LANDSCAPING AREAS
- D AIRPORT RULES & REGULATIONS



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## 1. **OVERVIEW OF PROJECT**

The City of Long Beach (City), as operator of the Long Beach Airport (Airport or LGB), is seeking proposals from highly experienced and qualified landscape firms with demonstrated capabilities to provide landscaping services at the Airport.

The City plans to award the contract to the most qualified, responsive and responsible Contractor whose proposal represents the Best Overall Value to the City based upon the evaluation criteria defined herein and as approved by the City.

The Long Beach Airport (Airport) was established in 1923 and is the oldest municipal airport in California. Located in the center of Long Beach, the Airport encompasses 1,166 acres in proximity to the 405 Freeway and is home to commercial, corporate and general aviation services, flight schools, air cargo, manufacturing, and two Class A business parks. The Airport serves over three million commercial airline passengers per year passing through the LGB terminal.

Opened in 1942, the historic terminal stands at the center of the Airport. The ground floor of the terminal houses airline ticket counters, a concession store and café area. The second floor serves as a waiting area where passengers and visitors can see aviation history through the historical items and articles on display.

At the south exit of the terminal is a breezeway that connects passengers from the ticket counters to the security checkpoint entrance and Meeter-Greet Plaza. In this area, iconic palm trees and a desert landscape to welcome arriving passengers exiting the concourse. In addition, wall fences are lined with bamboo planters that add to the welcoming view.

The 34,750 square-foot passenger concourse, which was opened in 2012, has 11 gates available and features a rooftop solar array, an atrium and garden walkway. In the atrium, an assortment of plants and trees flourish along the boardwalk style pathway for passing travelers. The atrium's garden is a reflection of the easy going travel experience of the Airport.

The Airport is currently undergoing the second phase of the Terminal Area Improvements Program ("Phase II"), which is estimated to be completed in 2022.

The landscaped areas of the Airport's roadways and parking lots are equally important as this is the first or last sight of Long Beach Airport for travelers. These areas must be maintained at a higher standard and require a dedicated team to prudently manage and quickly address any issues. Contractors shall be able to expand their scope of work to include additional services if it is determined to be necessary by the City.

The goal of this project is to consistently maintain the landscaping of the Long Beach Airport breezeway, concourse, roadways, and parking lots at a reasonable cost.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## 2. **ACRONYMS/DEFINITIONS**

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

<b>Awarded Contractor</b>	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department / Division</b>	City of Long Beach, Long Beach Airport.
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
<b>LGB</b>	Long Beach Airport
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Proposer</b>	See "Contractor".
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	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.
<b>Subcontractor</b>	Third party not directly employed by the Contractor who will provide services identified in this RFP.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### 3. **SCOPE OF PROJECT**

The selected firm ("Contractor") will perform the entire scope of work ("Scope of Services") as detailed in **Exhibit A – Additional Terms and Conditions/Scope of Services**, including all related exhibits/appendix which break down Service Areas and the appropriate level of service for each of the identified areas.

### 4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 11:00 AM, PST on July 8, 2021. Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

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

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

<b><u>TASK</u></b>	<b><u>DATE/TIME</u></b>
Mandatory pre-proposal teleconference meeting	June 29, 2021 @ 9:00 AM
Mandatory site walk (by appointment only)	June 30, 2021 from 7:00 AM – 4:00 PM
Deadline for submitting questions	July 8, 2021 by 11:00 AM
Answers to all questions submitted available	July 16, 2021 by 11:00 AM
Deadline for submission of proposals	July 22, 2021 by 11:00 AM
Evaluation period	July 2021
Selection of Contractor	On or about August 2021

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

#### **4.2.1 Mandatory Pre-Proposal Teleconference**

The City will conduct a mandatory pre-proposal conference to explain the scope of the services and provide answers to questions regarding the RFP on June 29, 2021 at 9:00 AM (PST). Prospective Proposers must attend this meeting. No proposal shall be accepted from a proposer who fails to attend the Pre-Proposal Teleconference. To observe social distance policies, the pre-proposal conference will be conducted via video conferencing portal. The video conference information is provided below.

Meeting Link (copy and paste into your browser):

<https://longbeachcity.webex.com/longbeachcity/j.php?MTID=m14f4f01dfe0d717818eafd6000a54b5c>

Meeting Number: 187 827 7773

Meeting Password: u8SdgPDZw63

Join by phone: 213-306-3065 United States Toll (Los Angeles)

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

#### **4.2.2 Mandatory Site Walk**

There is a mandatory site visit scheduled for this RFP following the Pre-proposal conference. Those who have successfully attended the Pre-proposal teleconference will be able to schedule an appointment for the mandatory site walk. The Airport will make available eight (8) one-hour time slots for the on-site job walk-through, starting at 7:00 a.m. through 4:00 p.m. on June 30, 2021. Job walks will be limited to a group of five persons. Prospective proposers shall park in Lot B and meet at 4135 Donald Douglas Drive, Long Beach, CA 90808. The group will be escorted to the Service Areas on foot by Airport personnel. Prospective proposers are encouraged to maintain social distance and wear a mask to reduce the spread of COVID 19.

Proposers must send a request to [RFPPurchasing@longbeach.gov](mailto:RFPPurchasing@longbeach.gov) to RSVP for the available timeslot, along with their name(s), contact information, and 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> preference by 3:00 PM (PST) on June 29, 2021. A maximum of two representatives per proposing firm may attend. The City will assign the time slot on a first come first serve basis. Additional inspections of the site will not be conducted. No questions will be answered during the site walk. Questions shall be submitted in writing to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by the July 1, 2021 at 11:00 AM PST deadline.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

Proposers shall be responsible for examining the location, physical conditions, and surroundings of the proposed work site to determine the extent to which these factors will influence or affect performance of work. Failure to inspect sites shall not relieve the Contractor from fulfilling the obligations of the Contract.

The City shall assume that proposers have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications.

**Attendance is mandatory at both the teleconference and site walk** visit. Due to the nature of the scope of work and the specific standards required by the City, no proposal will be accepted from a Contractor who fails to attend both the conference and site visit as scheduled.

It will be the Proposer's responsibility to examine the sites and to be familiar with the general condition of the site and its appurtenances and amenities. Proposers shall be deemed to accept the conditions and necessary work at any site for which they submit a proposal.

By submitting a proposal, the Contractor acknowledges that the Contractor has made a personal inspection of each site and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition and shall not make any demands upon City for any improvements or alterations thereto. The Contractor acknowledges that the regular completion of services hereunder will result in a gradual upgrading of the areas maintained, regardless of the present condition.

#### 4.3 Method of Submission

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

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

Submit proposal online at:  
<https://pbsystem.planetbids.com/portal/15810/portal-home>



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

Technical support is available by phone at (818) 992-1771. A list of Frequently Asked Questions is also available by clicking on the red question mark icon for Support, located at the top-right corner once "Place eBid" has been selected and all terms and addenda have been acknowledged, as well as at the top-right corner of the "Bid Opportunities" tab.

- 4.4 Proposals must be received by 11:00 AM (PT) on July 22, 2021. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in four (4) distinct parts:
  - **Part One (1)** - Narrative/Technical Proposal
  - **Part Two (2)** - Cost Proposal
  - **Part Three (3)** - City Required Forms



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- **Part Four (4)** – Financial Stability Statement/Documentations.

THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.

4.11 A responsive proposal will include the following completed documents:

- **Narrative/Technical Proposal**
- **Cost Proposal.** Submit completed Appendix A.
- **City Required Forms** shall be one separate file and uploaded separately from the Narrative/Cost proposals on the general attachment tab in PlanetBids:
  - Attachment A – Compliance with the Terms and Conditions of the RFQ, signed with any exceptions noted
  - Attachment C – Statement of Non-Collusion, signed and dated
  - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
  - Attachment E – Contractor's W-9
  - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
  - Attachment G – Completed, signed, and dated Equal Benefits Ordinance (EBO) Form.
  - Attachment H – Completed Small Business Enterprise (SBE) Program Forms - 5.71% Goal
  - Attachment I – Signed and dated Insurance Requirements
  - Attachment J – Contractor's State License Board Printout for C-27 Landscaping
  - Addenda (if applicable)
- **Financial Documentation/Statements.**

4.12 The technical proposal shall include, but not limited to the following:

- **Provide an Executive Summary:** This part of the response to the RFP should be limited to a brief narrative highlighting the proposer qualifications and experience. The section should not exceed 1 page.
- Provide the number of years your firm has provided the services outlined in the RFP.
- Provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the contract. This person will be the City's contact on all matters dealing with the contract and will handle the day-to-day





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

activities associated with contract services and for the duration of the agreement term.

- Provide a resume for all staff/employees assigned to the project (identified in this RFP) along with a clear indication of their responsibilities for this contract.
- Provide at least five (5) references that have contracted for similar services from the Proposer. Proposer shall provide company name, contact name, and phone number for each reference.
- Identify those services that will be outsourced to a subcontractor. Proposer will be responsible for verifying the experience, qualifications and validity of all licenses, permits, and copyrights for any outsourced work to subcontractors.

## **5. PROPOSAL EVALUATION AND AWARD PROCESS**

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **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 (5<sup>th</sup>) 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 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.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## 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**

Refer to Exhibit A – Additional Terms and Conditions/Scope of Services.

## 8. **WARRANTY/MAINTENANCE AND SERVICE**

None required, unless otherwise specified in this RFP.

## 9. **COMPANY BACKGROUND AND REFERENCES**

### 9.1 Primary Contractor Information

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

- 9.1.1 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/>).
- 9.1.2 Location of the company offices.
- 9.1.3 Location of the office servicing any California account(s).
- 9.1.4 Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- 9.1.5 Location(s) from which employees will be assigned.
- 9.1.6 Name, address, and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- 9.1.7 Company background/history and why Contractor is qualified to provide the services described in this RFP.
- 9.1.8 Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description five (5) comparable landscape maintenance service contracts for multi-building commercial or government facilities that were active within the last three (3) years, where it currently provides or has provided the services. At least one reference shall be from a public airport, a municipality or other public agency with multi-building facilities.
- 9.1.9 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 9.1.10 Financial stability: Contractors must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- a) Financial Statement or Annual Report;
- b) Business tax return;
- c) Statement of income and related earnings;

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

## 9.2 Subcontractor Information

### 9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Contractor must:

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

## 9.3 References

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

- Client name;



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- A description of the contracted scope of services provided;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Reference contact information, including name, title, email 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](http://www.longbeach.gov/finance/business_license).

- 9.5 **Licenses and Permits:** Contractor must have current licenses in good standing for a minimum of one (1) year and must obtain all required permits.

**Copies of all licenses and permits shall be submitted with Proposal.**

Proposers shall comply with the following:

- a. The Contractor's State License Board for the State of California has determined in writing that a C-27 Landscape Contractor License is required to provide the services in these specifications. Each proposer shall hold a valid C-27 Landscape Contractor's License and any other required permits or licenses at the time the proposal is submitted.

- The undersigned hereby declares that he/she is a contractor and has been in business for \_\_\_\_ years; has a valid state of California contractor's license sufficient to qualify as contractor in this case and a current city of Long Beach business license; and will obtain all required permits. Failure to complete license information will disqualify your proposal.

- California Contractor's License Number: \_\_\_\_\_

Expires: \_\_\_\_\_

Classification Number: \_\_\_\_\_ (A, B, C27, D, F)

- b. Qualified Applicator's Certificate in categories A, B, C, D, and F may be required to provide services in these specifications.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- c. The Los Angeles County Agricultural Commissioner has advised the City that an Agricultural Pest Control Business License is required for applying chemicals during the landscape maintenance operation. Each proposer (Owner, Partner or Officer of the Corporation) shall have a valid Agricultural Pest Control Business License to propose on areas requiring this service. Proposer must possess this license when proposal is submitted. Also, each proposer shall state how it will comply with the Pest Control Advisor requirements of the California Food and Agriculture Code.
- d. Contractor must obtain and maintain in effect during the term of the Contract, a valid City of Long Beach Business License prior to commencement of work.
- e. When working in road rights-of-way, the Contractor shall comply with all procedures and requirements as specified in the State of California (CALTRANS) Manual of Traffic Controls for Construction and Maintenance Work Zones.

#### LICENSE CERTIFICATION

My valid License/Permit Numbers are:

LICENSE	NUMBER	EXPIRATION DATE
1. C-27 Landscaping Contractor License	_____	_____
2. Pest Control Business License	_____	_____
3. Pest Control Advisor License Categories: D & E	_____	_____
4. Qualified Applicator's License Categories: A, B, C, D, & F	_____	_____
5. Los Angeles County Agricultural Commissioner's Registration Permit	_____	_____
6. City of Long Beach Business License required upon notification of award.	_____	_____
7. Other:	_____	_____



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

Any of the licenses or certificates that are required must be current throughout the duration of the contract. If staff that holds these licenses or certificates changes during the term of the contract, new names and license shall be submitted to the City.

#### 9.6 Work History

In addition to Client References, list all Contracts canceled or not renewed within the last three (3) years, if any, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance.

#### 9.7 Proof of Insurability

A letter of commitment from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (as further described in this RFP) will be available at the time of award of Contract. Letters of intent from insurance brokers will not be considered acceptable substitutes. See **Attachment I** for insurance requirements.

### 10. COST

Consistent with Section 4.10, the cost proposal shall be uploaded and submitted as a separate document.

- 10.1 Contractors shall provide a cost proposal detailing the cost to provide all required services specified in this RFP and listing the cost of all optional services. Contractors shall use **Appendix A - Cost Proposal Form/Fee Schedule** provided to present prices.
- 10.2 Prices shall be inclusive of all necessary work, materials, supplies, equipment, and other items to complete the services specified. No other costs or charges shall be made unless provided for in the Contract specifications.
- 10.3 Contract pricing for the initial twenty-four (24) month period shall be firm fixed pricing. Pricing for subsequent contract renewals will be limited to the Consumer Price Index (CPI) for any such proposed price adjustment and shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Long Beach-Anaheim, CA for All Urban Consumers.

### 11. BONDS

Not applicable.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

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

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback". Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.

- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

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

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

### **13. TERMS, CONDITIONS AND EXCEPTIONS**

- 13.1 This contract will be for a period of 24 months with three annual renewal options at the discretion of the City. The contract term will not exceed 60 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee’s attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor’s standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications, or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement, or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the selection of a contractor by staff 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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

the awarded Contractor has submitted acceptable evidence of the required insurance coverages.

- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract, as a result of this RFP, may be made without the prior written approval of the City.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

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

- 13.27 All work performed in connection with construction 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.

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

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

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

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

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

**13.28 CALIFORNIA WAGE RATE REQUIREMENTS:** This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5<sup>th</sup> floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2021-1 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site.

**13.29 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 13.30 **CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH:** Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

- 13.31 **APPRENTICESHIP EMPLOYMENT:** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.
- 13.32 **PENALTIES:** Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Sections 13.28 through 13.31 and/or Labor Code § 1720 et seq.





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment A

### CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

SIGNATURE \_\_\_\_\_

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

#### EXCEPTION SUMMARY FORM

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment B**

### **PRO-FORMA AGREEMENT**

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

AGREEMENT

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

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

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

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

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

1. SCOPE OF WORK OR SERVICES.

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

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

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

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

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

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

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

1 insurance has been delivered to and approved by City.

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

6 3. COORDINATION AND ORGANIZATION.

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

15 B. The parties acknowledge that a substantial inducement to City  
16 for entering this Agreement was and is the reputation and skill of Consultant's key  
17 employee, \_\_\_\_\_. City shall have the right to approve any person  
18 proposed by Consultant to replace that key employee.

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

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

4 5. INSURANCE.

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

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

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

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

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

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

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

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

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

28 E. Consultant shall require that all subconsultants or contractors

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

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

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

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

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



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

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

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

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

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

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

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

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

28 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

19           15. LAW. This Agreement shall be construed in accordance with the  
20 laws of the State of California, and the venue for any legal actions brought by any party  
21 with respect to this Agreement shall be the County of Los Angeles, State of California for  
22 state actions and the Central District of California for any federal actions. Consultant  
23 shall cause all work performed in connection with construction of the Project to be  
24 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of  
25 federal, state, county or municipal governments or agencies (including, without limitation,  
26 all applicable federal and state labor standards, including the prevailing wage provisions  
27 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and  
28 regulations of any fire marshal, health officer, building inspector, or other officer of every

1 governmental agency now having or hereafter acquiring jurisdiction.

2 16. PREVAILING WAGES.

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

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

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

23 18. INDEMNITY.

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

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

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

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

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

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

1                   20.    NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

4 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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



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

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

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

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

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

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

24 ///

25 ///

26 ///

27 ///

28 ///

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

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 \_\_\_\_\_  
Title \_\_\_\_\_

6 \_\_\_\_\_, 2015

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

9 "Consultant"

10 CITY OF LONG BEACH, a municipal  
11 corporation

12 \_\_\_\_\_, 2015

By \_\_\_\_\_  
City Manager

13 "City"

14 This Agreement is approved as to form on \_\_\_\_\_, 2015.

16 CHARLES PARKIN, City Attorney

17 By \_\_\_\_\_  
Deputy



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment C**

### **Statement of Non-collusion**

The proposal is submitted as a firm and fixed request valid and open for 180 days from the submission deadline.

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

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

---

Authorized signature and date

---

Print Name & Title



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment D

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

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

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

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

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

\_\_\_\_\_  
Business/Contractor/Agency

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

r20141001



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Acceptance of Certification**

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

## **Instructions for completing the form, Attachment –Debarment Certification**

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

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

Rev 12.11.13



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment E**

### **W-9 Request for Taxpayer Identification Number and Certification**

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

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



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><div style="display: flex; justify-content: space-between;"><div style="width: 15%;"><b>1</b></div><div>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</div></div><div style="display: flex; justify-content: space-between;"><div style="width: 15%;"><b>2</b></div><div>Business name/disregarded entity name, if different from above</div></div><div style="display: flex; justify-content: space-between;"><div style="width: 15%;"><b>3</b></div><div>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div style="width: 45%;"><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____ <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____</div><div style="width: 55%; text-align: center;"><input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</div></div></div><div style="width: 15%;"><b>4</b></div><div>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></div></div></div><div style="display: flex; justify-content: space-between; margin-top: 5px;"><div style="width: 60%;"><div style="display: flex; justify-content: space-between;"><div style="width: 15%;"><b>5</b></div><div>Address (number, street, and apt. or suite no.) See instructions.</div></div><div style="display: flex; justify-content: space-between;"><div style="width: 15%;"><b>6</b></div><div>City, state, and ZIP code</div></div><div style="display: flex; justify-content: space-between;"><div style="width: 15%;"><b>7</b></div><div>List account number(s) here (optional)</div></div></div><div style="width: 40%; vertical-align: top;"><div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Requester's name and address (optional)</div></div></div></div>		
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</div><div style="width: 35%; border: 1px solid black; padding: 5px;"><div style="border-bottom: 1px solid black; margin-bottom: 5px;">Social security number</div><div style="border-bottom: 1px solid black; margin-bottom: 5px;">or</div><div style="border-bottom: 1px solid black;">Employer identification number</div></div></div>		
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
<div style="display: flex; justify-content: space-between;"><div style="width: 30%;"><b>Sign Here</b> Signature of U.S. person ▶ _____</div><div style="width: 70%;"><b>Date ▶</b> _____</div></div>		
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>		

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment F

### Secretary of State Certification

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

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

<https://businesssearch.sos.ca.gov/>

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

[businesssearch.sos.ca.gov](https://businesssearch.sos.ca.gov/)

**Dr. Shirley N. Weber**  
California Secretary of State

[Skip to Main Content](#) | [Skip to Footer](#)

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**Business Entities (BE)**

- Online Services
  - File LLC Statement of Information
  - File Corporation Statement of Information
  - Business Search
  - Publicly Traded Disclosure Search
  - Current Processing Dates
- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs
- Contact Information
- Resources
  - Business Resources
  - Tax Information
  - Starting A Business Checklist
  - FTB Nonprofit Dissolution
  - FTB Administrative Dissolution/Surrender Notice
  - FTB Abatement

**Business Search**

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, with free PDF copies of imaged business entity documents, including the most recent imaged Statements of Information filed for corporations and limited liability companies.

Currently, information for limited liability partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), general partnerships, associations, and other entity types are not contained in the Business Search. If you wish to obtain information about these entity types, download, complete, and submit a [Business Entities Records Request Form](#), to request copies of filings for these entity types.

Note: This search is not intended to serve as a name reservation search. For information on reserving a name, refer to [Name Reservations](#)

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note, if entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name
- Select the Search button
- For help with searching an entity name or number, refer to [Search Tips](#)

All fields marked with an asterisk (\*) are required.

Search Type \*  
☒ Corporation Name ☐ LP/LLC Name ☐ Entity Number

Search Criteria \*  Search Filter  Keyword

The Search Criteria field is required.

Search

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#)





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment G

### Equal Benefits Ordinance (EBO) Compliance Form

#### EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

#### The EBO is applicable to the following employers:

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

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

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

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Consultant/vendor submits evidence of taking reasonable measures to comply with the EBO; or



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Consultant/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the Consultant's current collective bargaining agreement(s).

#### Compliance with the EBO

If a Consultant has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Consultant may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Consultant an irresponsible bidder and disqualify the Consultant from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Consultant, which may be deducted from money otherwise due the Consultant. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

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

Section 1. CONSULTANT/VENDOR INFORMATION

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

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Consultant/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Consultant/vendor submits evidence of taking reasonable measures to comply with the EBO; or



City of Long Beach  
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\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Consultant/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the Consultant's current collective bargaining agreement(s).

- A. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_\_\_\_\_ Yes \_\_\_\_\_ No

#### Section 4. REQUIRED DOCUMENTATION

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

#### Section 5. CERTIFICATION

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment H

### SMALL BUSINESS COMMITMENT PLAN (SBE)

**There will be a combined SBE/VSBE/LSBE goal of 5.71% on this contract.  
SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES  
(VSBE), LOCAL SMALL BUSINESS ENTERPRISES (LSBE)  
PROGRAM PROCEDURES AND GOALS**

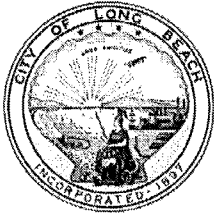
The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes.

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) and click on "Planet Bids." To apply for SBE certification, click to top right tab in your PlanetBids vendor profile and follow the on-screen instructions.

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

**Registration and certification are free to all businesses.** As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

To learn more about the City's SBE Program, please visit  
<http://www.longbeach.gov/finance/business-info/compliance/small-business-enterprises/>



# **CITY OF LONG BEACH**

DEPARTMENT OF FINANCIAL MANAGEMENT  
Business Relations Bureau

## **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**

### **PARTICIPATION INSTRUCTIONS**

Rev. January 2018

## **INSTRUCTIONS TO BIDDERS**

### **SUMMARY**

This Small Business Enterprise ("SBE") Program shall apply to all City Manager Departments, in accordance to Ordinance NO. ORD-11-0010, adopted May 3, 2011 and enacted on July 8, 2011 (Attachment A).

Each prospective bidder who is successful in a bid to provide goods or services to the City must comply with the City's SBE policy.

All prime bidders/proposers are required to submit a SBE/VSBE/LSBE Commitment Plan Form with their bid or proposal by the required due date to illustrate their intent to meet the SBE/VSBE/LSBE project goals.

If the prime bidder/proposer commitment plan does not illustrate intent to meet the combined SBE/VSBE/LSBE project goal, the bidder/proposer must submit a Good Faith Effort (GFE), and pass the GFE evaluation, for the bid/proposal to remain responsive.

The successful prime bidder/proposer will be required to submit a monthly SBE/VSBE/LSBE utilization report (MUR) (COLB FORM 3C or COLB FORM 3P). Staff will review and verify utilization and payments made to small businesses for compliance.

### **I. Small Business Enterprise (SBE) Certification**

Only those Small Business Enterprises certified by City of Long Beach Business Relations Bureau shall be eligible for the fulfillment of the SBE participation goal. SBE listings may be obtained from the Department of Financial Management, Business Relations Bureau. If a Small Business Enterprise elects to compete for city business without being certified as such, they may do so, but any bid submitted will not be counted towards fulfillment of the SBE participation goal.

An SBE desiring certification with the City of Long Beach must complete the online certification process. The online certification process can be viewed and completed at the following link:

[City of Long Beach PlanetBids Vendor Portal](#)

Upon receipt, the Business Relations Bureau will review the application and determine SBE certification status. In addition, the vendor will be eligible to receive notices to bid on their selected commodities or services.

## II. SBE Participation Goal

The overall participation goal in all procurement categories for Small Business Enterprise program participation will apply to all City Manager Departments.

The exception of goals established by the Manager of Business Relations Bureau on a contract-by-contract basis based on market availability and useful function within the contract.

**The SBE Participation goal can be achieved in the following manner(s):**

- a) **Non-SBE prime contractors/consultants** shall meet the combined SBE/VSBE/LSBE participation goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- b) **SBE & LSBE prime contractors/consultants** are deemed to have met the SBE component of the combined SBE/LSBE participation goal, but shall meet the VSBE component of the goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- c) **VSBE prime contractors/consultants** are deemed to have met both components of the combined SBE/VSBE participation goal, but shall meet the LSBE component of the goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.

## Small Business Enterprises – Eligibility Requirements

### I. SBE, VSBE and LSBE Eligibility

- a) **SBE** eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards either by the average gross annual revenue or by the number of employees, based on North American Industrial Classification System (NAICS) codes. The current table of size standards can be accessed on the SBA website. ([SBA Size Standards Table](#)) Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: general contractor \$33.5 million; specialty trade contractor \$14.0 million; engineering services \$4.5 million.
- b) **VSBE** eligibility is determined utilizing maximum allowable annual gross revenues consistent with those of the State of California's Department of



General Services' "micro-business" designation. The current guidelines for this designation can be accessed on the State of California's website at <http://www.pd.dgs.ca.gov/smbus/default.htm>.

- c) Local Small Business Enterprise (**LSBE**) eligibility shall be determined by the criteria established in Municipal Code section 2.84.030, subdivisions (1) and (2), which states: The business has to have a current, valid business license from the City of Long Beach showing a place of business within City limits; and have a current, valid seller's permit showing a place of business within City limits. In addition to the SBE eligibility criteria described in section a, above.

## SBE/VSBE/LSBE Good Faith Effort

### Good Faith Effort Evaluation Criteria for Contracts

A proposer whose bid/proposal fails to meet the SBE, VSBE or LSBE participation goal shall be found responsive if an acceptable Good Faith Effort (GFE) is demonstrated. The GFE should be submitted in a letter or memo showing the following information and attaching the related documentation in the bid packet. The following criteria shall be used in evaluating a proposer's GFE:

1. **Attend Pre-Proposal Meeting:** The bidder/proposer submitted written evidence that he/she attended the pre-bid/proposal conference.

*Tip: To receive credit for attending the pre-bid/proposal meeting, the attendee must be a person who will be directly involved with the project, i.e., owner, project manager, etc. A copy of the sign-in sheet must be submitted. If no pre-proposal meeting is held, the bidder/proposer will receive 10 points credit for this criterion.*

2. **Subdivide the Work:** The bidder/proposer prepared and followed a plan to subdivide the work into disciplines or work elements that could be economically performed by small businesses. It is the bidder's/proposer's responsibility to demonstrate that sufficient work was made available to SBEs, VSBEs and LSBEs to meet contract requirements (combined SBE/VSBE/LSBE goal established for that contract).

*Tip: The work should be subdivided into categories or disciplines to allow for maximum SBE, VSBE and LSBE participation. For example:*

Name of Project:	<u>Pipeline Relocation Design</u>
Work Elements:	Civil engineering – 70%
	Geotechnical – 10%
	Structural engineering – 10%
	Mechanical engineering – 10%

3. **Advertise:** The bidder/proposer submitted written evidence of commercial advertising for small business subconsultants, subcontractors, vendors and/or suppliers at least 14 calendar days prior to the bid/proposal due date. A copy of the advertisement, showing the advertisement date(s), name of publication, type of work and amount of work being solicited, must be provided.

*Tip: A copy of the advertisement must be provided, including the date(s) of advertisement and name of the publication.*

4. **Use Public Databases:** The bid/proposer submitted written evidence of using the **City's SBE/VSBE/LSBE** database, small business, minority business, and women-owned business associations, and chambers of commerce to help solicit small businesses. In addition, databases from the agencies below are available.

- Port of Long Beach  
<http://www.polb.com/economics/contractors/sbe/default.asp>
- Los Angeles Community College District  
<http://www.build-laccd.org/ced/business>

5. **Provide Relevant Information to Small Businesses:** The bidder/proposer submitted written evidence that he/she has provided interested small businesses with information about the requirements of the contract, and how to obtain plans and specifications, at least 14 calendar days prior to the bid/proposal due date or as specified by City SBE staff.

Tip: Submitting the information included in the ad copy and also in direct written solicitations satisfies this requirement.

6. **Directly Solicit Small Businesses:** The bidder/proposer submitted written evidence of directly soliciting small business subconsultants. A copy of the written notices sent directly to SBEs, VSBEs and LSBEs must be provided. A direct solicitation should include the type of work, amount of work, and a brief specific description of the work being solicited.

*Tip: Written evidence must include the following information: name of agency, name of project, company name, scope of work required, date of contact, method of contact (in-person, phone, fax, email), person contacted, result of contact (waiting for response, waiting for bid/proposal, left message, no answer, etc.).*

7. **Conduct Follow-Up:** The bidder/proposer submitted written evidence of specific activities used to follow up initial solicitations in preparing the bid/proposal.

*Tip: Follow-up activities must include documentation of repeat contact efforts if the first contact was unsuccessful.*

8. **Offer Assistance:** The bidder/proposer demonstrated that he/she has offered to assist small businesses in obtaining bonding, insurance or equipment.

*Tip: Negotiations include give-and-take by both parties with the intention of reaching a mutually satisfactory agreement. This includes responding in writing to bids/proposals from small businesses.*

9. **Negotiate:** The bidder/proposer submitted written evidence that he/she has negotiated in good faith with interested small businesses. Documentation must include company name, contact person, method of contact, and specific items that were negotiated (scope of work, materials, equipment, insurance, bonding, personnel, timing of project, etc.)

*Tip: Submitting the offer to assist with bonding/insurance/equipment included in the ad copy and also in direct written solicitations satisfies this requirement.*

10. **Document bid/proposal (price) and negotiation results:** For any negotiations which were unsuccessful and/or bids/proposals received but not accepted, the bidder/proposer submitted the unsuccessful proposer's company name, telephone number, contact person, price proposed, and the reason for rejecting the bid/proposal. If price was the reason for rejecting the bid/proposal, list the price bid by all the SBE/VSBE/LSBE and the low bidder for that element of work.

*Note: For successful bids/proposals, Contractor must submit the name of the successful bidder/proposer(s) on COLB Form SBE-2C - SBE/VSBE/LSBE Commitment Plan for Construction Contracts or COLB Form SBE-2P for Professional Services Contracts. Please refer to the ITB or RFP for submittal deadlines.*

**Each of the 10 criteria will be assigned 10 points and will be graded with 0 or 10 points; there is no partial credit. The bidder/proposer must achieve a score of 70 out of a possible 100 points in order for the SBE Administrator to determine that the proposer has made an acceptable GFE.**

## **SBE/VSBE/LSBE Commitment Plan/Utilization/Substitution**

For SBE designated contracts or proposals, prime contractors must submit a completed SBE Commitment Plan Form (COLB FORM SBE-2C or COLB FORM SBE-2P, or COLB FORM SBE-2PD) to the City of Long Beach, Business Relations Bureau listing information for each SBE to be used for contract goal satisfaction or a good faith effort explaining why the goal could not be reached. The Business Relations Bureau will approve the initial SBE commitment or good faith effort submitted by the prime contractor.

### **INSTRUCTIONS FOR COLB FORM SBE-2C: SBE/VSBE/LSBE COMMITMENT PLAN FOR CONSTRUCTION CONTRACTS**

**SECTIONS 1 AND 2 ARE TO BE COMPLETED BY THE PRIME CONTRACTOR.**

#### **INSTRUCTIONS FOR SECTION 2:**

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database accessible from the City of Long Beach PlanetBids Vendor Portal.
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. **The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:**
  - a. **locating the SBE/VSBE/LSBE on the City's website at City of Long Beach PlanetBids Vendor Portal.**
  - b. **Contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.**
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**

7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.

**INSTRUCTIONS FOR COLB FORM SBE-2P or SBE-2PD:  
SBE/VSBE/LSBE COMMITMENT PLAN FOR PROFESSIONAL SERVICES  
CONTRACTS**

**SECTIONS 1 AND 2 ARE TO BE COMPLETED BY THE PRIME CONTRACTOR.**

**INSTRUCTIONS FOR SECTION 2:**

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website ([www.longbeach.gov/purchasing/sbe.asp](http://www.longbeach.gov/purchasing/sbe.asp)).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. **The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:**
  - a. **locating the SBE/VSBE/LSBE on the City's website at ([www.longbeach.gov/purchasing/sbe.asp](http://www.longbeach.gov/purchasing/sbe.asp)).**
  - b. **contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.**

6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of the form if necessary.

During the term of the contract, the prime contractor shall be required to utilize all subcontractors listed on the commitment plan in the amount and percentage specified on the form, unless the City approves a change in the scope of work that would eliminate or reduce the utilization of a SBE, VSBE, or LSBE.

The prime Contractor/Consultant shall report the dollar value of payments to small businesses on a monthly basis and at project close-out. This data will be verified. Construction contractors shall submit a completed SBE/VSBE/LSBE Monthly Utilization Report for Construction Contracts (COLB FORM SBE 3C), and consultants shall submit a completed SBE/VSBE/LSBE Monthly Utilization Report for Professional Services Contracts (COLB FORM SBE 3P).

The Business Relations Bureau office is responsible for approving any revisions to the SBE commitment form approved by City of Long Beach.

If a prime Contractor substitutes an SBE/VSBE/LSBE vendor/supplier, the Contractor shall provide proof, to the satisfaction of SBE staff, that a good faith effort was made to replace that vendor's/supplier's participation percentage with another SBENSBE/LSBE firm, to meet the combined SBENSBE/LSBE participation percentage specified on the Contractor's SBENSBE/LSBE Commitment Plan. At project closeout, if the prime Contractor fails to meet the combined SBENSBE/LSBE participation percentage specified on its SBENSBE/LSBE Commitment Plan, or fails to provide proof that it made a good faith effort to do so, the Contractor may be considered to be in material breach of contract.

For a prime contractor to request a revision to its approved contract SBE commitment, it must submit a Substitution Replacement Form (COLB FORM SBE 4C or COLB FORM SBE 4P) to the City for approval. (Contact Business Relations Bureau at (562) 570-6200 or send an email at [sbe@longbeach.gov](mailto:sbe@longbeach.gov) for more information on this form.)

Upon receipt of this form, the City will implement the following procedure:

1. Contact the SBE subcontractor being terminated or replaced to verify information provided by the prime contractor.
2. Do not consider a more advantageous subcontract with another subcontractor as a valid reason for SBE subcontractor termination or replacement.
3. Ensure the substitution procedure outlined in the contract SBE Special Provision is followed prior to approving the termination or substitution of an approved SBE subcontractor.
4. Obtain a completed SBE Commitment Plan form from the prime contractor with original prime contractor and SBE subcontractor signatures, for any new or replacement SBE subcontractors to be added to the previously approved contract SBE commitment. Ensure the following information is included with the SBE Commitment Plan form:
  - items and quantity of work to be performed
  - materials being supplied
  - dollar value of subcontract, materials or services
  - total amount of SBE commitment
  - if the SBE is a material supplier, an explanation of the function performed
5. Notify the prime contractor and the applicable City project manager or staff of the approval or denial of the SBE commitment revision. Forward the COLB Substitution/Change Form, the appropriate letter, and any file documentation to the prime contractor and City project management staff.

## CONTACT INFORMATION and ASSISTANCE

For questions or assistance, please contact the Business Relations Bureau:

Department of Financial Management  
Business Relations Bureau  
411 W. Ocean Blvd., 6<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6200 Telephone  
(562) 570-5099 Fax  
Email: [sbe@longbeach.gov](mailto:sbe@longbeach.gov)

For more information or to download SBE forms, please visit:

<http://www.longbeach.gov/finance/business-info/compliance/small-business-enterprises/>



# COLB FORM SBE-2C: SBE/VSBE/LSBE COMMITMENT PLAN FOR CONSTRUCTION CONTRACTS

## SECTION 1

Spec #	1	Project Name:	2	Date:	3
Combined SBE/VSBE/LSBE Goal % Assigned to Contract:			4	Prime Contract \$ Amount:	5
Prime Contractor:		6			
\$ Value of Prime's Participation:		7	% of Prime's Participation:		8
\$ Value of SBE Participation:		9	SBE % of Prime Contract \$ Amount:		10
\$ Value of VSBE Participation:		11	VSBE % of Prime Contract \$ Amount:		12
\$ Value of LSBE Participation:		13	LSBE % of Prime Contract \$ Amount:		14

## SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or LSBE	Indicate if 1 <sup>st</sup> Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	<i>LSBE</i>	<i>1st tier sub</i>	<i>XYZ Prime Consultant</i>	<i>Land surveying</i>	<i>\$100,000</i>	<i>20%</i>
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	<i>VSBE</i>	<i>Supplier</i>	<i>ABC Land Surveyors</i>	<i>Surveying supplies</i>	<i>\$5,000</i>	<i>1%</i>
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	<i>SBE</i>	<i>Supplier</i>	<i>XYZ Prime Consultant</i>	<i>Blueprint Supplies</i>	<i>\$10,000</i>	<i>2%</i>
15	16	17	18	19	20	21

22

Completed by: Prime Consultant Contact (please print or type)

Phone #

Signature

Date

Email



**(Numbers below correspond with boxes on front)**

1. Enter the Bid/RFP solicitation number.
2. Enter the Project Name as stated on the solicitation document.
3. Enter the date the form is completed.
4. Enter the combined SBE/VSBE/LSBE goal assigned to the project if not already pre-populated. This number can be found in the solicitation document.
5. Enter the total base bid amount.
6. Enter the prime contractors name.
7. Enter the value of the prime contractor's participation. This should equal base bid minus all subcontracted work listed on the bid "List of Subcontractors", regardless of SBE status.
8. Enter the value of the prime contractor's participation. This equals the value in 7 divided by the value in 5, multiplied by 100.
9. Enter the total value of all SBE contractors/subcontractor participation (include prime, if they are an SBE). All SBE contractors should be reflected in Section 2 of the form.
10. Enter the percentage of the SBE participation compared to base bid. This equals the value in 9 divided by the value in 5, multiplied by 100.
11. Enter the value of all VSBE contractors participation (include prime, if they are a VSBE). All VSBE contractors should be reflected in Section 2 of the form and indicated as VSBE based on the PlanetBids "MIC" status. They must also be an LBSBE certified small business to count towards the combined goal. If they are an SBE and VSBE, they will count for both.
12. Enter the percentage of the VSBE participation compared to base bid. This equals the value in 11 divided by the value in 5, multiplied by 100.
13. Enter the value of all LSBE ("local") contractors participation (include prime, if they are an LSBE). All LSBE contractors should be reflected in Section 2 of the form and indicated as LSBE based on the PlanetBids "Local" status. They must also be an LBSBE certified small business.
14. Enter the percentage of the LSBE participation compared to base bid. This equals the value in 13 divided by the value in 5, multiplied by 100.
15. List of all SBE/VSBE/LSBE contractors, starting with prime if applicable.
16. Indicate whether SBE, VSBE, or LSBE. Can be more than one.
17. Indicate contractor status (1st tier sub, 2nd tier sub, supplier, etc.).
18. Indicate who the contractor is contracted with (the prime or specified sub).
19. Enter a brief description of work the contractor will provide.
20. Enter the value of the subcontract. Should reflect the entry on the bid "List of Subcontractors".
21. Enter the percentage of the total compared to base bid for each listed contractor. This equals the value in 20 divided by the value in 5 multiplied by 100 for each individual contractor listed on the table in Section 2 of the SBE-2C form.
22. Enter who the form was completed by, their contact information, the date, and a signature.



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## **Attachment I**

### **Insurance Requirements**

[This replaces the insurance requirements of the Pro-Forma Agreement]



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**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 an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 which does not exclude coverage for liability resulting from XCU (explosion, underground, and collapse) perils, cross liability protection, sudden and accidental pollution and cleanup liability, mobile equipment, and products and completed operations liability and that names the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach and its officials, employees, and agents**.
- (c) Commercial automobile liability insurance equivalent in One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- (d) Excess liability insurance on a following form basis insurance in excess of the coverage provided by (a) and (c), including, but not limited to, additional insured coverage, in an amount not less than Four Million Dollars (\$4,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

**Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.**



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Long Beach, CA 90802

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

By submitting a signature below, Proposer agrees that insurance requirements can be provided as requested.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## Attachment J

### Contractor's State License Board Printout

<https://www.cslb.ca.gov>

Check A License - CSLB

cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx

CONTRACTOR'S STATE LICENSE BOARD

Check a Contractor License or Home Improvement Salesperson (HIS) Registration

Look up a contractor's license or Home Improvement Salesperson (HIS) registration to verify information, including expiration and discipline. Before hiring a contractor or signing a contract, CSLB recommends you read the current Contractors Act.

License Number Business Name Personnel Name His Number His Name

Enter the contractor license number to check the status of their license.

Contractor License #

SEARCH

SEARCH TIP

A California contractor license number doesn't contain alphabetic characters. Each contractor's public pocket license will show the respective license number. Begin entry of your license number at the left position and don't exceed 6 digits in the license number.

Please note: Our database is available Sunday at 9 p.m. through Thursday at 6 a.m., as scheduled maintenance. Trying to hire a licensed contractor and don't know where to start? Click here to learn a list of licensed contractors by City or ZIP codes.

Online Services Quick Info

- Check a License or HIS Registration
- Find My Licensed Contractor
- Frequently Asked Questions
- Forms and Applications
- Bids and Publications
- CSLB Laws and Regulations
- Map of All CSLB Fees
- License Classifications
- Contractor Directory
- Application Status
- Application Status (Secure?)
- Application Status by Personnel Name
- Application Status by Business Name
- CSLB News Alerts

Online Services

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Please include a printout from this website with your proposal.



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## APPENDIX A

### COST PROPOSAL FORM/FEE SCHEDULE

This Fee Schedule Offer pricing shall be all-inclusive firm, fixed prices. Proposer agrees to accept the specified compensation as set forth below as full compensation for performing all services and furnishing all staffing, labor, uniforms, equipment, tools and materials required, insurance requirements, general and administrative support costs, mileage, overhead(s), profit, sale and use taxes connected with the services, and for performance by Proposer of all its duties and obligations hereunder. Proposer shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The Airport shall have no obligation to pay any sum in excess of total contract amount specified herein unless authorized by a contract amendment.

#### A. Monthly Base Rate

As part of the cost proposal for this RFP, proposers must provide their proposed monthly rate for each area listed below. Refer to Exhibit B map for the location number and square footage. Unless otherwise specified in this RFP, no other cost shall be charged to the Airport for providing the services listed in this RFP other than the monthly rate proposed by the proposer below. Proposers must state below their proposed number of staff who will be performing the work as part of the Monthly Base Rate.

Location #	Location Name	Description	Estimated Square Footage	Monthly Base Rate
T01	Concourse Atrium Garden	Post-Security Garden Area in Concourse Area	7,380 SF	\$
T02	Meeter-Greeter Plaza Garden Patches	Sections of garden spaces located at the exit of the Concourse space	2,504 SF	\$
T03	Terminal Building West Planters	Planters with Bamboo along the west side of the terminal building.	480 SF	\$



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Purchasing Division  
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Long Beach, CA 90802

Location #	Location Name	Description	Estimated Square Footage	Monthly Base Rate
T04	Baggage Claim Area 3 - Scattered Planters	Various planters located north of the terminal building in baggage claim area 3	140 SF	\$
T05	Baggage Claim Area 3 - North Lawns	Two lawns located north of the terminal building in baggage claim area 3 including a pet relief area	1,500 SF	\$
T06	South Surface Lot Lawn	Lawn located directly south of the terminal building, adjacent to the south surface parking lot	921 SF	\$
T07	Terminal Building Crosswalk Garden	Lawn located directly across the terminal building entrance near ground transportation booth	1,447 SF	\$
A01	Rent-a-Car Lot - Northwest Perimeter Garden	Garden area located northwest of the Rent-a-car Lot - wraps the entire westside and northside of the lot	5,613 SF	\$
A02	Rent-a-Car Lot - Northeast Corner Garden	Corner garden area located northeast of Rent-a-car lot	3,023 SF	\$
A03	Rent-a-Car Lot - East Garden	Garden area on westside of Rent-a-car lot	648 SF	\$
A04	Parking Lot A - North Garden	Garden area located between Rent-a-car lot and Parking Lot A, stretching across the entire northside of Lot A	4,705 SF	\$
A05	Parking Lot A - East Garden	Garden area located east of Parking Lot A	2529 SF	\$
A06	Parking Lot A - South Garden	Garden area located south of Parking Lot A, stretching across the entire southside of Lot A	8,011 SF	\$
A07	Parking Lot A - West Garden Patches	Garden area located south of Parking Lot A, stretching across entire southside of Parking Lot A	1,412 SF	\$



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411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

Location #	Location Name	Description	Estimated Square Footage	Monthly Base Rate
G01	Gulfstream - West Lawn	West Lawn between Gulfstream and Parking Lot A	6,857 SF	\$
G02	Gulfstream - East Lawn	East Lawn between Gulfstream and Parking Lot A	10,543 SF	\$
B01	Parking Lot B - South Lawn and Garden	Lawn and garden on southside of Parking Lot B, stretching from the westside of the lot B surface lot around to the southside and to the eastside	33,501 SF	\$
B02	Parking Lot B - Open surface lot Garden Patches	Garden patches between the Lot B Parking structure and Lot B open surface lot	5,515 SF	\$
B03	Parking Lot B - West Garden and Lawn	Garden and Lawn on the westside of Lot B near west pedestrian walkway	6,665 SF	\$
B04	Parking Lot B - West Elevator Lawn	Lawn west of Lot B Elevators near west pedestrian walkway	3,318 SF	\$
B05	Parking Lot B - Northwest Garden Section #1	Northwest Garden Area of parking Lot B (northernmost section)	27,218 SF	\$
B06	Parking Lot B - Northwest Garden Section #2	Northwest Garden Area of parking Lot B (section adjacent to parking lot entrance)	28,548 SF	\$
B07	Parking Lot B - Northeast Garden	Northeast Garden Area of parking Lot B, wrapping around the northeast corner of Lot B	24,000 SF	\$
B08	Parking Lot B - East Vehicle Exit Garden #1	Garden located on eastside of Parking Lot B near the east vehicle exit	3,968 SF	\$





City of Long Beach  
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Location #	Location Name	Description	Estimated Square Footage	Monthly Base Rate
B09	Parking Lot B - East Vehicle Exit Garden #2	Garden located between the Lot B structure vehicle exit and lot B surface lot vehicle exit	3,493 SF	\$
C01	Cell Phone Lot - Bushes	Bushes surrounding exterior of Cell Phone Lot	1,978 SF	\$
C02	Cell Phone Lot - Grass	Grass area located along perimeter of Cell Phone Lot	433 SF	\$
C03	Cell Phone Lot - Garden Area Near Airport Entrance (North)	Garden containing Airport Monument located at the Northwest corner of Lakewood Boulevard and Donald Douglas Drive intersection	1,388 SF	\$
E01	TNC Lot - North Monument Garden and Garden along	Garden area on the northside of the TNC Lot and grass along Donald Douglas Drive	2,507 SF	\$
E02	TNC Lot - Bushes	Bushes surrounding the perimeter of the TNC Lot	3,230 SF	\$
Total Monthly Base Rate				\$

Proposed Number of Staff  
(minimum of 2 staff)

**Note:** All areas listed above may not have exact square-footage listed. Proposers are responsible for verifying the existing landscape of these areas to propose on the cost of work necessary to maintain the landscape. It should be noted that the completion of the Phase II Terminal Area Improvements and other projects currently underway may impact the list. The Airport reserves the right to add, remove, or change any areas at any time for any reason.



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#### A. Additional Staff

As part of the cost proposal for this RFP, proposers must provide the hourly rate and additional monthly rate for additional staff. The Airport may elect to add additional staff, whether temporarily with an hourly rate payment or long-term with an additional monthly rate payment. The Additional Monthly Rate shall be based on the same level of service and schedule as the Monthly Base Rate proposed above.

Item No.	Position	Hourly Rate - Regular Time	Hourly Rate - Overtime	Additional Monthly Rate
C01		\$	\$	\$
C02		\$	\$	\$
C03		\$	\$	\$

#### B. Costs for Optional Services and Emergency Services

#	Service	Description	Hourly Rate – Regular Time	Hourly Rate - Overtime	Percentage (%) Markup Costs for <u>Materials</u> . Markup shall not exceed 10%
Ex.	Emergency Services	Emergency Call-out for repairing damaged landscape	\$ XX.XX	\$ XX.XX	%
1			\$	\$	%
2			\$	\$	%
3			\$	\$	%
4			\$	\$	%
5			\$	\$	%

**Note:** Additional pages in same format may be attached if needed to list all costs for other optional services.



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Long Beach, CA 90802

## **Exhibit A**

### **Additional Terms and Conditions/Scope of Services**

**EXHIBIT A**  
**ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

**CONTENTS**

1. SCOPE OF SERVICES .....	2
1.1. GOAL .....	2
1.2. OVERVIEW .....	2
1.3. SERVICE REQUIREMENTS .....	2
1.4. STAFFING .....	5
1.5. CONTRACT MANAGEMENT .....	6
1.6. REPORTING REQUIREMENTS .....	6
2. TERMS AND CONDITIONS .....	10
2.1. INTERPRETATION / TERMINOLOGY .....	10
2.2. SOLICITATION TERMS AND CONDITIONS .....	11
2.3. CONTRACT TERMS AND CONDITIONS .....	12
3. DETAILED SPECIFICATIONS FOR REQUIRED SERVICES .....	35
3.1. IRRIGATION .....	35
3.2. TURFGRASS .....	41
3.3. GROUND COVER .....	43
3.4. SHRUBS .....	44
3.5. VINES .....	44
3.6. TREES .....	45
3.7. PEST CONTROL ON PLANT MATERIAL .....	46
3.8. WEED CONTROL .....	49
3.9. WEED CONTROL OF PAVED SURFACES .....	49
3.10. WEED CONTROL IN TURFGRASS AREA .....	50
3.11. WEED ABATEMENT MOWING .....	52
3.12. FERTILIZATION .....	52
3.13. LITTER AND DEBRIS CLEAN-UP .....	53
3.14. DRAINAGE FACILITIES .....	54
3.15. PLANT ADDITIONS AND/OR REPLACEMENTS .....	54
3.16. PRUNING AND TRAINING QUALITY STANDARDS .....	54

**EXHIBIT A**  
**ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

**1. SCOPE OF SERVICES**

**1.1. GOAL**

The goal of this project is to consistently maintain the landscaping of the Long Beach Airport breezeway, concourse, roadways, and parking lots at a reasonable cost.

**1.2. OVERVIEW**

This Specification establishes the standard for the maintenance of landscaped areas and open spaces for the Long Beach Airport. The awarded Contractor shall provide grounds and landscape maintenance services including but is not limited to mowing, trimming, pruning, fertilization, aeration, weed control (both in hardscape and landscaped areas), cultivation, mulching, pest control, minor tree surgery, dethatching, plant replacements, renovation, playground surfacing maintenance, irrigation system maintenance and management, lake maintenance, and cleanup of drainage facilities.

The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this Specification and in keeping with the highest standards of quality and performance, as well as safe work practices and traffic controls. Services should be provided in accordance with the Scope of Services list in sections 1 and 3.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Contractor's prime responsibility is to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this Specification.

**1.3. SERVICE REQUIREMENTS**

**1.3.1. GENERAL MAINTENANCE OPERATIONS**

All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.

All drinking fountains, designated as part of the contract areas, shall be checked weekly and kept clean. Clean is defined as free of standing water, disinfected, free of calcium deposits or other encrustations, well-polished and their drains/collectors cleaned of silt and debris.

All sidewalk areas abutting maintained areas shall be cleaned when left unclean by Contractor's operations and at other times as required.

All leaves, paper and debris shall be removed from landscape and hardscape areas and disposed of offsite.

All concrete drains and other surface drains under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow on a daily basis.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

All other drainage facilities shall be cleaned of all vegetation and debris daily, or as necessary. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be immediately reported to Airport's Facilities Maintenance Supervisor.

The Contractor shall spray monthly in all areas to control weed growth. Schedules and reports shall be given to the Airport's Facilities Maintenance Supervisor as defined in this RFP.

The Contractor shall check all Dog Bag Dispensers daily and restock as necessary. Bags will be supplied by the City. Report missing and/or broken dispensers.

#### **1.3.2. OTHER SPECIFIED SERVICES**

In addition to other tasks listed in these specifications, Contractor shall perform the following tasks as necessary to maintain a safe and suitable environment at the Airport:

- Mow and edge all turf areas weekly.
- Trim back and edge ground cover beds in and around parking lot and on beds on front roads facing Terminal weekly.
- Pick-up and remove all trash and debris daily from all areas.
- Contractor shall spray for weeds monthly and manually remove weeds when necessary in all areas to maintain a weed-free environment. Please note problem areas below:
- Remove and control weeds in beds on front roads facing airport building (Terminal).
- Spray for weeds in the four open parking lots (2 located on Donald Douglas Drive, 1 located on the NE corner of Lakewood Boulevard and Wardlow Road, 1 located at 3660 Lakewood Boulevard).
- Maintain all drought tolerant plants and beds, and keep full at all times.
- Maintain the planters on the median in front of the Terminal
- Maintain planters in front of monument signs located at the NW and SW corners of Lakewood Boulevard & Donald Douglas Drive.
- Maintain and replant the Breezeway planter as requested.
- Trim hedges and keep the wood chip area clean on the south side of Donald Douglas Drive at the entrance of the "Park and Walk" lot.
- Clean sidewalks around all areas adjacent to beds.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- Manually water all areas without automatic irrigation (minimum of 36 times per year).
- Replace plants damaged by gophers.
- Apply fertilizer a minimum of twice per year.

The Contractor may be requested by the City to perform special tasks that are not included in the normally scheduled work (i.e., citizen requests, coordination with utility locations, or special work orders relative to Airport functions). It is intended that the specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the City which is considered normal maintenance to meet the objectives and criteria.

#### **1.3.3. CONSUMABLE MATERIALS AND SUPPLIES**

The Contractor shall provide all of the following items as it relates to the services provided:

- Trash can liners
- Cleaning agents, spotting agents, polishes
- Disinfecting cleaning agents
- Cleaning related supplies
- Chemicals (as specified)
- Pest/rodent control chemicals (as specified)
- Irrigation replacement parts (as specified)
- Annual plant materials or any plants that die due to delayed irrigation repairs
- All replacement plant material (not including annuals)
- Mulch/topdressing/sand/gravel/other similar materials
- Decomposed granite (DG)
- Brickdust
- Grass seed (as specified)
- Fertilizer (as specified)

No additional payment will be made for these materials, unless otherwise specified in the

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

contract. All Contractor provided chemicals, cleaning agents, and materials are subject to review and approval by the City.

The City's Representative(s) shall identify and authorize Contractor to use a designated area(s) for storage as needed. If the designated area is shared with the City, the Contractor shall clearly identify materials and supplies belonging to the Contractor. The City shall provide, if possible and available, a locked storage area(s).

Any storage area(s), including maintenance yard(s), provided to the Contractor shall be maintained in a neat, orderly, and clean manner. Failure to do so may result in the Contractor's loss of the use of the storage area(s).

#### **1.4. STAFFING**

##### **1.4.1. SUPERVISOR**

The Contractor shall assign a supervisor as proposed in the labor summary, who will be authorized to act on behalf of the Contractor and who will work regular working hours for the duration of this Contract. He/she shall have a minimum of five (5) years' experience in landscape maintenance supervision. The Contractor, and its staff, must have horticultural expertise and a broad range of experience in plant care and maintenance, including California native and Southwest adapted plants, turf management, entomology, pest control, soils, fertilizers, plant identification, park facilities and irrigation system maintenance water conservation. Contractor's supervisor shall be capable of communicating effectively both in written and spoken English and have experience in landscaping maintenance projects of the type found in the City of Long Beach. All supervisors and acting supervisors shall be outfitted by the Contractor with a portable personal communication device capable of transmitting and receiving phone calls from anywhere (not a calling card).

##### **1.4.2. STAFF**

Contractor shall provide a minimum of two (2) on-site staff assigned to perform the work specified in this RFP and as scheduled in the contractor's proposal.

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. In their proposal, the Contractor shall define what this minimum staffing will be, which shall equal or exceed the RFP's stated minimum requirement for assigned staffing. It is up to the Contractor to complete all tasks as defined, regardless of staffing, but they shall maintain at least the minimum staffing, as stated in their bid, at all times.

Each crew of the Contractor's employees shall include at least one individual who speaks and comprehends the English language.



## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

#### **1.4.3. DRESS CODE AND APPEARANCE**

All Contractors' personnel shall wear uniforms bearing the company name while performing work on this contract. Sufficient changes of clothing shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name. Safety vests are not considered part of the uniform, but are required in compliance with section 2.3.11.

#### **1.5. CONTRACT MANAGEMENT**

##### **1.5.1. KEY PERFORMANCE INDICATORS**

- **Documentation of service delivery:** Maintenance schedules, irrigation schedules, general service reports, irrigation system reports, and pesticide use reports submitted according to the requirements below and as agreed upon with the Contractor.
- **Resolution of maintenance issues:** All maintenance issues identified through daily site visits, or complaints, resolved within 24 hours.

##### **1.5.2. DAILY SITE VISITS**

The Airport Facilities Maintenance Supervisor and/or the City's representative will walk the site once per day. All maintenance issues identified through daily visits, or complaints should be resolved withing 24 hours.

##### **1.5.3. REGULAR PERFORMANCE REVIEWS**

At the discretion and convenience of the City, the Contractor and/or its authorized representative shall meet on site at least once per month with the Airport Facilities Maintenance Supervisor and/or the City's representative for a walk-through inspection to address any problems or other issues. All scheduled and periodic maintenance functions shall have a status and completion date prior to this meeting. As a result of the daily site visit, more frequent contact may be required between Airport's Facilities Maintenance Supervisor and the Contractor's representative.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures.

#### **1.6. REPORTING REQUIREMENTS**

##### **1.6.1. MONTHLY MAINTENANCE SCHEDULE(S)**

The Contractor shall, within thirty (30) calendar days after the effective date of the Contract,

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

submit all work schedules to the City's representative(s) for review and approval. Said work schedules shall be based on a twelve-month calendar, and shall adhere to the following:

- Mowing schedules shall identify by day of the week areas to be mowed.
- Monthly/quarterly tasks such as: shrub pruning, quarterly weed abatement, monthly groundcover trimming, monthly tree raising, monthly trash removal, and monthly sand lot rototilling areas shall show an order of rotation identifying the sequence for service of all areas within a Contract Area.
- Daily debris clean-up and playground raking schedule shall indicate the order of rotation that crews will be following within a Contract Area.
- Specialty functions shall identify and delineate the time frames for the required work by the week and day(s) of the week and as noted below. This shall not coincide with daily task and staff.
- Any other activities that the Contractor performs on a regular or semi-regular basis, and as determined by the City, will require a schedule to be submitted and/or as requested by the City.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review, and if appropriate, approval, within five (5) working days prior to scheduled time for the work.

#### **1.6.2. IRRIGATION SCHEDULES**

As outlined in this RFP, within thirty (30) days of the start of the Contract, the Contractor shall provide an Irrigation Controller Program Log (sample provided) for each automated controller located within the specified Contract Area.

Any changes to the regular schedule shall be reported to the Airport's Facilities Maintenance Supervisor immediately and recorded on the Irrigation Controller Program Log.

The Contractor shall provide to the City a schedule of all 'manually watered' areas, including those where use of a vehicle is required, within thirty (30) days of the start of the Contract.

Any changes to the regular schedule for 'manually watered' areas shall be reported to the Airport's Facilities Maintenance Supervisor immediately and recorded on the schedule.

Quarterly inspections and testing of all irrigation systems is required as outlined in this RFP. The Contractor shall provide the City an annual Quarterly Inspection Schedule at least thirty (30) days prior to the start of the first inspection.

Changes to the schedule shall be received by the Airport's Facilities Maintenance Supervisor at least five (5) days prior to the scheduled time for work, unless otherwise agreed to by the

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

Airport's Facilities Maintenance Supervisor.

The Contractor shall adjust schedules to compensate for all City observed holidays.

#### **1.6.3. REPORTS**

The Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, and Additional Work were completed at each facility. The Contractor shall also maintain a written log of all complaints (which may be reported by residents, travelers, or other stakeholders), the date and time thereof. The Contractor shall submit reports and schedules as requested and as outlined below and in this RFP. Such reports must be detailed, thorough, and in a format approved by the City. They may include, but not be limited to, the following:

- General Service Reports, including:
  - Maintenance Function/Inspection Reports
  - Suggestions for improving problem areas
  - Reports of work planned
  - Proposal needed prior to performing any extra work for
  - Complaints and resolutions
- Written reports of any repairs or modifications to the irrigation system shall be turned in by the Contractor monthly. Failure to do so may delay payment of invoices. Examples of other written reports the Contractor shall provide are:
  - Quarterly Irrigation System Inspection Sheet (Tracking Sheet)
  - Irrigation Zone Narratives (when applicable)
  - Irrigation Material Purchase Request, if applicable
- Pesticide Use Reports shall be submitted monthly by the first (1st) week of the month.
- Required facility appurtenance inspection reports shall be completed and submitted as required. Certification of "Specialty Functions": When applicable, the Contractor shall include with the monthly invoice "Specialty Functions" that were performed, including but not be limited to:
  - Quantity and complete description of all commercial and organic fertilizer(s) used.
  - Quantity and label description of all grass seed used.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- Quantity and complete description of all soil amendments used.
- Incident and Accident Reports shall be submitted immediately.
- Hazard Reports shall be reported immediately
- Landfill Diversion Reports shall be kept on file by contractor
- Valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioners Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. Report shall be accompanied by a listing of each material used, quantity, location of use, the date used, the person responsible for the report, and the applicator's name and license number.

#### **1.6.4. PAYMENT FOR SERVICES**

The Contractor shall submit an original invoice to the Long Beach Airport and one (1) electronic copy to the Airport's designated accounts payable email (ap-acctspay@longbeach.gov). Said invoice shall include all required certifications and reports as specified herein.

Contractor shall submit invoice for work performed during the preceding month. The invoice shall be submitted, in arrears, on or before the fifth (5th) day of each month in the amount of one-twelfth (1/12) of the annual total base contract price for the period covering the preceding month. Invoices for optional services or emergency services, including all materials, shall be charged in accordance with the contract price which shall be submitted within ten (10) days of performing the work. Itemization of invoices to include a detailed, description/summary of product or service performed (such as type of work performed, labor hours charged listing tasks performed, authorizing authority of purchase, and the release PO number) and all applicable taxes on all invoices.

The City will pay said invoice in due course of payments, usually no more than thirty (30) days after receipt of the invoice, providing that all work performed during the preceding month has been in accordance with these specifications, inspected and accepted by the City and that applicable certifications and reports have been submitted in accordance with this Contract. The City will not make the monthly payment until it has received and approved the required reports listed in section 1.5.3.

In the event the City transfers title or maintenance responsibility for a portion of an area or section described herein, this Contract shall continue in full force and effect, except that said portion, at the discretion of the City, may be deleted from the Contract and the Contract price shall be reduced pro rata.

A contract will be sent to the Contractor by the City. A purchase order (PO) release against the contract will be sent to the Contractor either via mail, email, or fax. Services shall be

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

made against the release PO number.

## **2. TERMS AND CONDITIONS**

### **2.1. INTERPRETATION / TERMINOLOGY**

The following terms are for convenience and reference only and are not intended to define or limit the scope of any provision hereof. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

**As Needed:** To maintain the grounds in a clean appearance as determined by the City. The intent is to permit the City to receive services beyond the scheduled frequencies on an occasional basis. Should a service be needed on a consistent basis the City shall amend the Contract with the Contractor subject to approval by the Long Beach City Council.

**Repair or Replace:** Equipment or property shall be repaired or replaced as determined by the City with like kind and quality. The intent is to maintain the equipment or property in good condition and consistent with current model brand or manufacturer.

**Additional Cleaning (or Operation):** The completion of all maintenance tasks, in whole or in part, to ensure that the specified conditions resulting from the "Initial Cleaning" or "Initial Operation" sustained or retained.

**Appurtenances:** Objects or features, which are component parts of the areas to be maintained. Appurtenances include, but are not limited to: seat walls, bollards, valve boxes, benches, bike racks, fences, monument pedestals, decorative features, benches, picnic tables, light standards/flag poles, handrails, electrical panels and transformer enclosures, and signage.

**Confined Area:** An area of turf bordered on three or more sides by shrub beds, planters, hardscapes, walls, fences, play areas, decomposed granite areas, or other like borders.

**Green Waste:** Any waste from vegetation, including but not limited to tree trimmings, grass cuttings, dead plants, leaves, branches, wood and dead trees, and similar materials naturally occurring within the area that is the subject of this agreement, or generated as a result of services provided by the Contractor. "Clean Green Waste" shall not contain more than 10% contaminants.

**Hardscape (or Hardscapes, Hardscape Areas):** Sidewalks, walkways, patios, quads, game courts, bike paths, paved areas, and like surfaces.

**Initial Cleaning (or Operation):** The first cleaning or first maintenance operation of several scheduled for a given day.

**Interior Roads:** Roads which are contained within the boundaries of a given area. **Litter:** All paper, plastic, cans, bottles, or other material discarded in or on any location within the

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

Contract area other than in a trash container provided for that purpose.

**Spot Cleaning:** The cleaning of only those portions of a floor, walkway, wall, fixture, table, furnishing, handrail, bench, or other surface(s) which are soiled (dirty, stained, marked, smudged, etc.), where the entire surface may not be sufficiently soiled to warrant the cleaning of the entire surface. The Contractor shall interpret the term "spot cleaning" to include the complete cleaning/ washing of any surface which does not, or would not, have a clean, uniform appearance after the cleaning of only portions of that surface.

**Street Sidewalks (or External Sidewalks):** Sidewalks or paved walkways which parallel streets, and which may exist on the perimeter of the areas to be maintained.

**Trash:** All litter, garbage, refuse, rubbish, dead fish and birds, feces and other materials and substances discarded or rejected as being spent, useless, or worthless.

**Recyclable Material:** Plastic, glass, or aluminum materials having economic value when separated from trash.

**Contiguous Hardscape:** Hardscape medians that are on the same street as the landscaped medians and continue through to the next major intersection.

**Homeless items:** Including, but not limited to, any tents, carts, tarps, blankets, furniture, etc. appears to be an encampment area must be signed and posted before a clean-up can be scheduled.

## **2.2. SOLICITATION TERMS AND CONDITIONS**

### **2.2.1. QUALIFICATIONS OF CONTRACTORS**

Each proposer shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing landscape maintenance services by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract.

### **2.2.2. REQUIREMENT FOR SUPPLEMENTAL INFORMATION**

Following the evaluation of proposals, and prior to any consideration of award, proposer may be required to provide supplemental information such as the number of employees, types of tools and vehicles used under this Contract. The supplemental information will be used to evaluate the proposer's ability to fulfill the terms of the Contract and determine the relative values and benefits of utilizing a Contractor in lieu of City staff.

### **2.2.3. CONFLICT OF INTEREST**

The Contractor represents and warrants that no City employee whose position in the City

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

#### **2.3. CONTRACT TERMS AND CONDITIONS**

##### **2.3.1. HOURS AND DAYS OF MAINTENANCE SERVICE**

Normal work hours are from **7:00 a.m. to 3:30 p.m. PST**, unless otherwise specified in this RFP or amended by the Airport's Facilities Maintenance Supervisor. The Contractor shall perform work at such times as to minimize disturbance or interference to residence and to pedestrian or vehicle circulation. Examples are early morning mowing or irrigation checks, etc.

Normal working days shall be **Monday through Friday** during normal business operation. The scheduled days for work to be performed shall follow the proposed schedule of the Contractor and as approved by the Airport's Facilities Maintenance Supervisor. The Airport may change the scheduled days for services, whether temporary or permanently, if deemed necessary by Airport's Facilities Maintenance Supervisor.

The Contractor will be required to submit their proposed schedule of all services to be performed within 30 days after the contract is awarded. The Contractor may be required to submit weekly reports or checklist of services performed. All forms and schedules shall be in a format approved by the City.

The Contractor shall perform work in accordance with pre-approved schedules during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative(s) of any problems or service interruptions within twenty-four (24) hours or next business day. Unavoidable service disruptions may be made up subject to the sole discretion of the City's representative(s). Costs associated with services that cannot be made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided for herein.

The Contractor shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the City.

Contractor shall be available for on-call services twenty-four (24) hours a day. Non-emergency on-call requests shall be responded to within four (4) hours of notification by City representative or as mutually scheduled and agreed to by Contractor and City representative. The Contractor shall respond to all requests for on-call emergencies within one (1) hour after

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

notification by City representative. On-call service rates shall be based on Contractor's hourly rate as quoted herein for such work.

Certain maintenance tasks may have time restrictions or extended time requirements.

#### **2.3.2. CONTRACTOR'S STAFF**

Contractor shall provide a minimum of two (2) on-site staff assigned to perform the work specified in this RFP and as scheduled in the contractor's proposal.

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

In their proposal, the Contractor shall define what this minimum staffing will be, which shall equal or exceed the RFP's stated minimum requirement for assigned staffing. It is up to the Contractor to complete all tasks as defined, regardless of staffing, but they shall maintain at least the minimum staffing, as stated in their bid, at all times.

List name of employee, title, hours and which areas/tasks they are assigned.

Each crew of the Contractor's employees shall include at least one individual who speaks and comprehends the English language.

The City may, at any time, give the Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City or public. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City or public.

In the event the Airport is dissatisfied with the Contractor's personnel's work performance, as solely determined by the Airport, upon receiving written or verbal notification from the Airport, Contractor shall replace the personnel prior to the next scheduled day to perform services.

The Contractor shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges as specified by the City.

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn,



## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

and no caps shall be worn backwards. The City shall approve the Contractor's uniform prior to the start of the contract.

The City expects the Contractor's staff to turn in all items that have been lost or misplaced by the general public, regardless of perceived value to designated Airport representative. The Contractor shall communicate this expectation to all employees.

The Contractor is responsible for informing and training contractor's staff on the rules and regulations of the Airport including those described in the Airport Rules & Regulations (**Exhibit D**).

#### **2.3.3. MANAGEMENT AND SUPERVISION**

The Contractor has the responsibility of providing fully trained and qualified personnel. The staff activity shall be closely monitored by City representative(s) at each site to detect operational irregularities and non-compliance with contractual requirements.

It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities and to ensure that the standards and quality control is met of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit its contractual obligations.

The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in this Contract and its timelines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each crew. If any task cannot be thoroughly completed within the Contract schedule timeline, the City shall be immediately notified.

The crew leader and/or supervisor need to be on site every day during working hours to meet City staff on any given issue out in the field.

Prior to initiating any task, each site shall be inspected by a knowledgeable and responsible employee of the Contractor, who shall determine the practicality of initiating the operation. Upon the Contractor's determination of the impracticality of initiating the operation, the City shall be consulted. The City's decision shall be final.

It shall be the Contractor's responsibility to inspect and identify and secure for safety any condition(s) that renders any portion of a site unsafe, as well as any unsafe practices occurring thereon. The City representative(s) shall be notified immediately of any unsafe or undesirable condition(s). This includes, but is not limited, to the following:

- damaged/inoperable fixtures, hose bibs, or irrigation components
- running water, irrigation breaks, weeping valves, etc.
- evidence of arson, vandalism, or other crimes

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- damaged signs or drinking fountains
- damaged benches or tables
- graffiti
- hypodermic needles or condoms
- large amounts of blood or feces
- hazardous or suspicious materials/items
- insect, rodent, or bird infestations
- homeless persons or their possessions
- items lost by patrons
- poor turf conditions (i.e. holes, tripping hazards, uneven surfaces)
- damaged fencing (i.e. holes, loose posts, missing fasteners)
- standing water, saturated turf, dry spots
- other hazards as applicable
- issues with bodies of water (dead or sick wildlife, water quality issues)
- down tree limbs or any tree concerns

The Contractor shall also ensure that:

- Vehicles, equipment, and hand or power tools are not left unattended or laying on walkways, grounds, or appurtenances where patrons may be put in jeopardy.
- Operator and machine safety equipment shall be in place and operational.
- Machine speed and operational characteristics shall match manufacturer's recommendations.
- Transport and operation speeds shall be within maximum limits established for the site.
- After the protection of public safety, the preservation of site equipment, appurtenances, infrastructure, and public activities shall be paramount.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- Debris from operations shall not be allowed to compound existing conditions on hard surfaces and public access areas. All debris that is deposited on these areas as a result of the contractor's work shall be cleared from hard surfaces and public access areas before leaving site that day.
- The Contractor shall remedy hazardous materials on site which result from Contractor's work and shall properly dispose of the materials off site. The Contractor shall notify all appropriate agencies.
- Malfunctioning equipment shall not be left on site without barricading, tagging, and reasonably supervising it until repairs are affected. In no case shall the equipment be left on site overnight.
- During all operations, the Contractor shall be subject to local ordinances regarding noise levels. Any scheduling of the Contractor's operations may be modified by City at no additional compensation to Contractor in order to ensure that the public is not unduly impacted by the noise of equipment or operations.
- Fuels and additives shall not be left exposed or accessible to patrons.
- Fueling and repair operations shall be performed off of turf areas and away from patron activity.

The Contractor shall be responsible for making minor corrections including, but not limited to, using barricades or traffic cones to alert the public to the existence of hazards, replacing Contractor damaged valve box covers, and securing any damaged apparatus so as to protect members of the public or others from injury.

If needed, the Contractor shall assist the public by summoning emergency assistance while at the site. The Contractor shall cooperate fully with City in the investigation of any injury or death occurring at any site, including a complete written report thereof to the City within five (5) days following the occurrence.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

#### **2.3.4. CONTACT WITH MINORS**

Contractor providing services at any City location shall provide the City with a list of all persons over the age of eighteen (18) who will be actually working at such locations. State

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

law provides that Contractor shall fingerprint all such persons referred to herein and shall obtain criminal history information pursuant to California Penal Code 11105 or 13100 for each individual. Prior to the award of the Contract, Contractor shall provide written verification that all persons, as referred to herein, have not been convicted of any offense involving moral turpitude, nor any offense as specified in Penal Code 11105.3 (g), nor any offense relating to the type of services to be performed as determined by the City. Contractor shall pay the costs incurred with the fingerprinting and obtaining the criminal history information. Any misrepresentations with respect to Contractor's obligations under this section or failure to comply with the requirements as stated herein shall constitute a breach of the contract thereby giving City the right to terminate the contract immediately. The Contractor shall indemnify City for any such breach of this section.

#### **2.3.5. SUBCONTRACTING**

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract.

In the event the City should consent to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding upon and inure to the benefit of the assigns, successors or administrators of the respective parties.

In the event that the City should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

#### **2.3.6. INDEPENDENT CONTRACTOR**

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the City and Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of Workers' Compensation Liability, employees solely of Contractor and not of the City. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

#### **2.3.7. INQUIRIES AND COMPLAINTS**

The Contractor shall maintain an office located within three (3) hour response time of the Airport to be maintained hereunder and shall maintain a telephone there, listed in the telephone directory in its own name or in the firm name by which it is most commonly known. At this location, during the daily hours of maintenance operation, the Contractor shall have some responsible person(s), who is proficient in English, employed to take the necessary action regarding all inquiries and complaints that may be received from the City. An answering service shall be considered an acceptable substitute to full-time coverage, provided Contractor is advised of any complaint within one (1) hour after receipt of such complaint by the answering service.

During normal working hours, the Contractor's Foreman, or an employee of the Contractor who is responsible for providing maintenance services, shall be available for notification and able to respond through electronic communications within thirty (30) minutes.

During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and charge the cost thereof as determined by the City to the Contractor or may deduct such cost from an amount due to the Contractor from the City.

The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.

All complaints shall be resolved as soon as possible after notification, but in all cases within twenty-four (24) hours, and to the satisfaction of the City representative(s). If any complaint is not resolved within this time, the City shall be notified immediately of the reason for not resolving the complaint, followed by a written report to the City within five (5) days. If the complaints are not resolved within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City will be deducted from the payments owing to the Contractor from the City.

#### **2.3.8. SPECIFICATIONS AND PLANS**

The work performed shall be done in accordance with the latest edition of the Standard Specifications for Public Works Construction (the Green Book) and this specification, or as directed by Airport's Facilities Maintenance Supervisor. In case of conflict between the Green Book and this Specification, this Specification shall take precedence.

Where the plans or Specifications describe work in general terms, but not in complete detail, it is understood that the work shall be furnished and installed completely and in place and workmanship of the first quality is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

in this Contract. Any issues with this shall be communicated to Airport's Facilities Maintenance Supervisor in a timely manner.

#### **2.3.9. UTILITIES**

The City shall pay for the installation and use of all utilities at these sites, with the exception of the Contractor's telephone hookup and service.

#### **2.3.10. SIGNS/IMPROVEMENTS**

The Contractor shall not post signs or advertising matter on City property unless prior written approval therefore is obtained from the City.

#### **2.3.11. SAFETY**

The Contractor shall provide a safe work place and comply with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) laws and regulations and any other applicable law, rule, regulation, ordinance and risk management standards.

The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, materials or other hazards consequential or related to the work. The Contractor shall additionally accept the sole responsibility for complying with all City, State, Federal, or other legal requirements, including but not limited to compliance with applicable OSHA and Cal/OSHA Safety Orders. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

All services provided, and materials used, shall be in accordance with acceptable industry standards. Products used shall be environmentally safe, used in accordance with product directions and be subject to approval of the City's representative(s). The Contractor shall provide and maintain Material Safety Data Sheets (MSDS) for any and all chemical products used in the performance of this Contract at each site, in a labeled notebook. The City reserves the right to inspect these sheets at any reasonable time if necessary to ensure compliance and/or determine the acceptability of products being used. All services that require staff in the street require the contractor to provide the proper traffic control and signage in accordance with the WATCH manual.

The Contractor shall follow all rules and regulations of the Airport including those described in the Airport Rules & Regulations (**Exhibit D**).

#### **2.3.12. REFUSE DISPOSAL**

The City shall not be responsible for, or pay the costs of, the disposal of all trash, litter, and debris collected (i.e., refuse) by the Contractor in the performance of the daily maintenance

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

tasks including refuse collection, trash can emptying, and litter control. The refuse collected by the Contractor in the performance of these tasks shall be transported to a proper disposal site by the contractor.

The Contractor shall be responsible for, and pay the costs of, the disposal of all waste, including but not limited to, trash, refuse, litter, debris, and green waste collected by the Contractor in the performance of all tasks and "Specialty Functions", except:

- The refuse in the large refuse containers and any additional pick-ups for bulk items and only if pre-authorized by the Airport Facilities Maintenance Supervisor. Compensation for additional pick-ups for bulk items will be paid for as additional work.

Green waste shall be disposed of in a manner which results in diversion credit to the City. All green waste diversion shall be logged on the Landfill Diversion Report and submitted monthly.

The Contractor shall maintain logs identifying its refuse collection and disposal activities and make those logs available to the City for inspection on reasonable notice.

The Contractor will not be required to sort recyclable materials from trash and other refuse collected by the Contractor. Recyclable materials are the property of the City.

#### **2.3.13. DISPOSAL OF RECYCLEABLES**

The Contractor shall comply with the City's recycling efforts and program.

#### **2.3.14. HOMELESS AND POSSESSIONS OF THE HOMELESS**

The City has established policies and procedures for addressing issues pertaining to the homeless and their possessions. The City shall provide to the Contractor a copy of these policies. The Contractor shall not undertake any maintenance task, or other action, which may impact the homeless or their possessions without first consulting the City. The Contractor shall immediately notify the City of any such situation.

#### **2.3.15. BLOODBORNE PATHOGENS AND BIOHAZARDOUS MATERIAL**

The Contractor's staff shall be aware of the potential for exposure to blood borne pathogens through hypodermic needles, blood, and feces, and shall wear personal protective equipment. The Contractor shall treat hypodermic needles, large quantities of feces, and any rags, paper towels, or other materials containing blood as bio-hazardous material. Only individuals trained in the removal and disposal of such material shall do so. The Contractor shall immediately notify the appropriate authority upon the discovery of such occurrences. The Contractor shall secure the affected site until such time that the appropriate authority can respond.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

#### **2.3.16. HAZARDOUS MATERIAL**

Use of any chemicals or hazardous materials by the Contractor in performing services shall be subject to approval of the City, and shall be used in accordance with the manufacturer's directions and specifications. The Contractor shall store and dispose of chemicals or hazardous materials in accordance with all laws, rules and regulations on the subject. The Contractor shall defend, indemnify and hold harmless the City and its officials and its employees for all claims, demands, damage, causes of action, loss, liability, cost or expense relating to the Contractor's failure to comply with this Section.

#### **2.3.17. ENVIRONMENTAL REQUIREMENTS**

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall insure that all personnel whose responsibilities involve cleaning, waste disposal, or landscaping are trained in Best Management Practices, as set forth in the City's NPDES permit and Stormwater Management Plan.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

In preparing the proposal, the proposer shall consider the following conditions pertaining to the completion of the specified maintenance tasks:

- The Contractor must conduct all operations in accordance with the City's Stormwater Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).
  - Appurtenances must be cleaned by a method(s) which does not result in runoff going into any water body, gutter or storm drains. Only potable water may flow into any water body, gutter or storm drains.
  - All wash water must be disposed of to a sanitary sewer.
  - No litter, debris, oil, grease, green waste, or other materials and substances may be washed, swept, or blown into the street or storm drains.
  - All liquids, including but not limited to, rinse water and cleaning agents, must be properly disposed of in compliance with all laws and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain or paved surface where it could be carried to the storm drain system or to a water body.
  - For washing operations, Contractor shall use (1) a high-pressure/low-volume sprayer using only potable water and no cleaning agents at an average use of



## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

.006 gallon of water per square feet of surface; or (2) a self-contained power scrubber, which recaptures all wastewater, cleansers, and debris. All wastewater recaptured by a self-contained power scrubber must be disposed of in a sanitary sewer approved by the City.

- Every effort shall be taken to minimize noise.
- The Contractor is required to recycle green waste, keeping it separate from trash and other debris.
- Contractor shall have an Integrated Pest Management policy/program in effect.
- Contractor will not receive additional compensation should such any ban on equipment or practices be implemented prior to or after the award of the Contract.

#### **2.3.18. SOIL AND PLANT TESTING**

Upon request, the Contractor shall perform soil or plant testing of selected areas for soil fertility, salt build-up, pathological organisms, percolation tests, etc. The Contractor may be required to pay costs of tests if negative results are related to incorrect maintenance practices. These tests will be used to determine whether additional treatments are required. Tests will be requested by Airport's Facilities Maintenance Supervisor. Payment shall be in accordance with Unit Work Costs.

#### **2.3.19. NON-INTERFERENCE**

The Contractor shall not interfere with the public use of the sites and shall conduct its operations as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the services are performed.

In the event of a recreation programming issues, special events, etc. the contractor may be required to alter the schedule to not interfere and may be required to return at a later time in order to meet the task and frequency.

#### **2.3.20. TRAFFIC CONTROL**

The Contractor shall cooperate with Airport Security and LBPD relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. The Contractor shall obtain an encroachment permit, if required, for any partial or complete lane closure. All work that requires traffic controls will need to be in compliance with the current WATCH manual.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area (State of California Traffic Manual or WATCH Book). Lighted signs or arrow boards are required as needed.

#### **2.3.21. SOUND CONTROL REQUIREMENTS**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, specifically Long Beach Municipal Code 8.80 NOISE, that apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with the type of muffler recommended by the manufacturer of such equipment. No internal combustion engine shall be operated without such muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be paid.

#### **2.3.22. CITY'S RIGHT TO DO WORK**

The City reserves the right to do work as required within the Contract Areas. If such work affects Contractor's work, the City will ask the Contractor to submit costs incurred by Contractor as a result of City's work.

#### **2.3.23. COOPERATION/COLLATERAL WORK**

There will be on-going activities and operations conducted by the City and other contractors during Contractor's work. These activities will include but are not limited to: landscape refurbishment, irrigation system modification or repair, construction and storm related operations. If such work affects Contractor's work, the City will ask the Contractor to submit costs incurred by Contractor as a result of City's work.

The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the City Airport's Facilities Maintenance Supervisor to cooperate.

#### **2.3.24. CONSTRUCTION ACTIVITY & MAINTENANCE FUNCTIONS**

In the event that construction activity prevents, or limits, the Contractor from performing certain maintenance operations, the City, at its discretion, may remove, temporarily or permanently, the affected areas, or maintenance functions, from the Contract and the Contract price shall be reduced pro rata. The City may also request the Contractor to modify maintenance operations, perform other maintenance operations, or perform additional frequencies of other maintenance operations, in lieu of reducing the Contractor's payment.

#### **2.3.25. SPECIAL EVENTS**

The areas contained in this Contract may be used for special events or filming. Some of

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

these events will affect regular grounds maintenance operations for extended periods of time. In these instances, the City may request an alternative means of, or alternate schedules for, maintaining these areas. For example: mowing operations in some areas may not be possible due to a filming setup. In this instance, the City may request the Contractor to control the growth of weeds around area in lieu of mowing the area, at no different or additional cost other than the amount bid for mowing.

Certain damage to turf, irrigation, and other landscaped areas may result from large special events or filming activities. The Contractor is not liable for the repair of such damage but may be asked to perform said repair work as "Additional Work." Prior to each large special event, the Contractor and the Airport's authorized representative, Facilities Maintenance Supervisor, will jointly assess the conditions of the designated sites to establish a benchmark for any needed "Additional Work."

#### **2.3.26. EMERGENCY NUMBERS AND CALL-OUTS**

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City of Long Beach shall be referred to the Contractor for immediate disposition.

In the event that emergency work is required, the Contractor shall notify the City Airport's Facilities Maintenance Supervisor or his representative by telephone in advance before any emergency work is commenced.

In situations involving emergencies after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor's vehicle shall carry sufficient equipment to control traffic (barricades, delineators, and cones, etc.). When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices and any other safety devices, if deemed necessary, and proceed with remedial action after contacting Airport's Facilities Maintenance Supervisor.

The Contractor shall supply the City with name(s) and phone number(s) of person(s) representing the Contractor for 24-hour emergency response, seven (7) days per week. The Contractor shall be available via voice mail, pager or answering service for emergency response. The above-mentioned information shall remain current at all times.

Emergency response defined:

As per Airport's Facilities Maintenance Supervisor or designated City Staff

Public health/safety matters

Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the Contractor's operations, fallen trees, down or hanging limbs, natural disasters, etc.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

During storms and periods of excessive rainfall Contractor shall keep all drainage facilities (area drains, bench drains, storm drains) clear and in operating condition, and de-water tot lot areas if requested.

The City of Long Beach will, in turn, provide the contractor its emergency contact information, so that in the event the contractor must contact City staff, this information can be utilized.

#### **2.3.27. NON-EMERGENCY CALL-OUTS**

Time and materials shall be charged for payment on a separate invoice and pre-approved by the City, (i.e., trash pickup generated by special functions) for those items outside of the normal scope of work. The time and material charges shall be in accordance with the proposal sheet and the unit work costs proposal.

#### **2.3.28. TEMPORARY SUSPENSION OF WORK**

The City's representative(s) shall have the authority to suspend work by the Contractor, wholly or in part for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these provisions.

The Contractor shall request permission of the City's representative(s), during City business hours, to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to facilities being cleaned.

#### **2.3.29. CHANGES IN SERVICE**

The City may, at its discretion, authorize the Contractor to perform additional work, including but not limited to repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add, modify or refurbish landscaping and irrigation systems.

If the City determines that the work resulting from vandalism, acts of God or third party negligence can be performed by Contractor's present work force, the City may modify the Contractor's tasks in order to compensate Contractor for performing said work. Absent said modification, any work not provided for elsewhere in this Contract and authorized by the City and performed by the Contractor shall be paid by City as otherwise specified herein.

#### ***ADDITIONS / DELETIONS TO LANDSCAPE AREAS***

Changes in the areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. Costs to add or delete landscape maintenance areas shall be limited to either original proposal items, supplemental landscape maintenance areas, new landscape

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

maintenance services, or extra work items. The City reserves the right to delete any site from the Agreement with thirty (30) days written notice.

In the event that additional services are deemed necessary by the City for newly developed landscaped areas and appurtenant structures within existing premises or any portion thereof the City may, at its discretion, increase the Contractor's maintenance services requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the newly-developed area(s) based upon the Contract price provided for herein as said payment is applied on a unit cost as specified in the Contractor's bid.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the prior written authorization of the City. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit the written estimate to the City for written approval.

#### ***ADDITIONS / DELETIONS TO GENERAL MAINTENANCE SPECIFICATIONS***

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Landscape Maintenance Specifications.

Any changes in the Specifications that cause the Contractor to suffer additional expenses will be paid one of two ways:

- In accordance with the proposal forms
- Actual cost, plus 10% for materials, whichever is less.

#### ***ADDITIONS / DELETIONS TO THE LANDSCAPE MAINTENANCE SPECIFICATIONS***

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the Landscape Maintenance Specifications.

Any changes in the Specifications that cause the Contractor to suffer additional expenses shall be negotiated upon written justification.

For modifications, reductions, or deletions in services, the City's representative(s) shall notify the Contractor in writing of changes a minimum of five (5) City business days in advance. Costs for new services shall be charged in accordance with the pricing quoted by the Contractor and acceptable to the City representative(s) as otherwise specified herein.

Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for those "Specialty Functions," or "Additional Work" deemed

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

necessary by the City out of extraordinary incidents or circumstances or improvements as authorized herein.

For authorized work designated as "Specialty Functions," Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that Contractor's estimate for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces, or to contract with a third party for such work.

For authorized work designated as "Additional Work," payment shall be based on Contractor's estimate for such work. City shall authorize such work based upon Contractor's estimate and thereafter Contractor shall submit an invoice to City, in all respects satisfactory to the City, that shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of Contractor's estimate for such work. In the event that the City does not authorize such work, City reserves the right to perform such work with City forces, or to contract with a third party for such work.

#### **2.3.30. ADDITIONAL WORK**

All additional work as provided for herein shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

The City reserves the right to bid separately, outside the scope of this bid, for additional work and Specialty Functions. There is no guarantee that the City will request the proposer (if proposer becomes Contractor) to perform any additional work or Specialty Functions. Proposer must not rely on receiving a request from the City for additional work or Specialty Functions in preparing and submitting a bid.

Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for those "Specialty Functions," or "Additional Work" deemed necessary by the City out of extraordinary incidents or circumstances or improvements as authorized herein.

For authorized work designated as "Specialty Functions," Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that Contractor's estimate for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces, or to contract with a third party for such work.

For authorized work designated as "Additional Work," payment shall be based on Contractor's estimate for such work. City shall authorize such work based upon Contractor's estimate and thereafter Contractor shall submit an invoice to City, in all respects satisfactory to the City, which shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of Contractor's estimate for such work. In the event that the City does not authorize such work, City reserves the right to perform such work with City forces, or to contract with a third party for such work.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

#### **2.3.31. WORK NOT INCLUDED**

Water and electrical billings, except in instances where excessive costs are incurred by the City due to water waste or negligence by the Contractor, are not included in this Contract. If the Airport Director, based upon all the facts he may gather, determines that excessive water and/or utility costs have occurred, due to the Contractor's work, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs.

#### **2.3.32. WORK AND WORKMANSHIP**

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 regulations. The safety of workers, passersby, and the public shall be paramount.

The Contractor shall provide the labor, materials, and equipment necessary for grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

The Contractor is hereby required to render and provide grounds and landscape maintenance services pursuant to the specifications and frequencies established by the City of Long Beach, as set forth herein or revised by the City. The specific frequencies per site are identified in the "Bid Section" and govern the Contractor's completion of required operations.

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor himself, on all matters affecting work hereunder. Should this individual change, the City's representative(s) must be notified in writing within five (5) 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 not be 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 therefore by the City.

The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, athletic, or turf areas. During the periods when inclement weather hinders normal operations, the Contractor shall adjust its work force and schedule. The Contractor shall immediately notify the City when the work force has been removed from the job site due to inclement weather, or other reasons.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

#### **2.3.33. CONSTRUCTION/MAINTENANCE EQUIPMENT/VEHICLES**

The Contractor shall take necessary precautions for the safe operation of equipment and the protection of the public from injury and damage from such equipment. Contractor shall repair or replace, immediately, all equipment deemed by Airport's Facilities Maintenance Supervisor to be unsafe, irreparable or in unsatisfactory condition. All vehicles shall have the Contractor's name with an approved City service statement clearly visible, such as:

"X.Y.Z. Contracting, Inc.

Serving the City of Long Beach"

A prototype of the magnetic placard shall be submitted to the City for approval within 30 days after award of the Contract, with placement of the placards on all vehicles operating within the City limits to take place within 60 days after award of the Contract.

All equipment shall receive scheduled preventive maintenance to promote equipment reliability and ensure optimum performance at all times. All equipment is subject to Airport's Facilities Maintenance Supervisor's approval. Any piece of equipment deemed unsatisfactory by Airport's Facilities Maintenance Supervisor shall be repaired or replaced immediately.

The Contractor shall provide and properly maintain all necessary vehicles and equipment including, but not limited to: vehicles, mowers, edgers, saws, blowers, water hoses and nozzles, squeegees, and high-pressure/low-volume sprayers.

In preparing the bid, the proposer shall consider the following conditions pertaining to the vehicles and equipment utilized in the completion of the specified maintenance tasks:

- The Contractor will not receive additional compensation should a ban on any equipment or practices be implemented prior to or after the award of the Contract.
- Mowers utilized for the hybrid Bermuda, if any, must be dedicated solely to that hybrid bermuda to prevent contamination.
- A self-contained power scrubber unit shall be required in the performance of washing and steam-cleaning operations. All wastewater recaptured by such a unit must be disposed of in a sanitary sewer approved by the City.
- At certain areas and at specified times, the Contractor's vehicles may drive on turf (when it is not wet) or other non-paved surface, following specific routes designated by the City's representative(s). At the other areas, or when indicated by Airport's Facilities Maintenance Supervisor, the Contractor's vehicles shall not drive on turf or non-paved surfaces.



## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- The City shall provide, if possible, a storage area(s) at those sites that are not immediately accessible to Contractor's vehicles.
- Larger vehicles may be allowed in the performance of non-regular maintenance tasks, with the approval of the City.

#### **2.3.34. SERVICE YARD AND STORAGE AREA**

The City, at its discretion, may provide storage space for Contractor's use. In such case, Contractor is prohibited from use of said space for the conduct of any of its business outside the scope of the Contract. Further, said facility shall not be used for human habitation.

City representative(s) shall identify and authorize Contractor to use a designated area, exclusively or shared with City, for on-site storage as needed. If the designated area is shared with City, the Contractor shall clearly identify equipment, materials, and supplies belonging to Contractor. The City shall provide, if possible and available, a locked storage area. Contractor shall store all supplies in a safe manner and in compliance with all laws and regulations.

Contractor, at its own risk, may store equipment and materials required for maintenance in said facility, providing the City has agreed to provide such facility. However, Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.

Contractor shall not "stockpile" hazardous materials in any quantities at the facility, and shall not maintain any quantity of such material at the facility greater than that the Contractor plans to use within the following 30 days. Notwithstanding the foregoing, Contractor shall at times store all hazardous materials in compliance with all applicable state and federal laws and regulations.

Contractor shall maintain service yard in a clean, weed-free, well-organized manner in keeping with the highly visible nature of the surrounding area. Failure to do so may result in the Contractor's loss of the use of the storage area(s).

Contractor may not store any trash, litter, or recyclable material at the facility, or in any vehicle for a period in excess of 24 hours. Notwithstanding the foregoing, Contractor must conduct all operations at the facility in compliance with all applicable laws and regulations, and in such a manner as to not create a nuisance.

Contractor shall not dispose of hazardous material on the site. All such hazardous materials collected on the site shall be properly stored on a temporary basis, thereafter, to be disposed of by Contractor at an approved disposal site.

The City shall not be liable for damage or loss to Contractor's equipment, materials and/or personal property. Contractor shall hold City harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at City facilities.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

Contractor shall remove all undesirable material including, but not limited to, trash, accumulated debris, and equipment that is no longer usable for the purpose it was intended for, from the service yard and/or storage area(s). The City may inspect service yard and/or storage area(s) anytime at City's discretion for compliance.

The storage space(s) occupied by the Contractor shall be cleaned and swept once per week and the sweepings disposed of in a lawful manner. Upon expiration or termination of Contract, Contractor shall restore service yard and/or storage area to its original condition. Nothing contained herein which permits Contractor to use designated space shall be deemed or construed as a lease of space but shall be a mere right to use.

#### **2.3.35. LOCKS, KEYS, AND SECURITY ACCESS**

Access to Airport areas or facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the City's representative(s). Access may include special instruction about security systems installed at the Airport. The Contractor shall take all reasonable precautions to ensure that security of the Airport and internal equipment, furnishings and other items are maintained at all times.

Contractor may be escorted into Airport's secured areas by authorized Airport personnel. Contractor shall follow all rules and practices and obey all signs and communications in the secure areas. If deemed necessary by the Airport's Facilities Maintenance Supervisor, Contractor may be required to designate their staff to be an Airport Security Badge holder for the purpose of entering secure areas and escorting non-badged staff for the purpose of providing the services specified in this RFP. Airport Security Badge holders are required to be fingerprinted, complete a criminal history check, successful completion of Airport's badging class and any other necessary requirements determined by Airport Security before being issue a badge and being authorized to access secure areas.

The City may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates, and valve/pump cover boxes. The Contractor shall be responsible for purchasing similar locks upon loss of any City-owned locks initially provided to the Contractor. The City shall exchange, one for one, locks that have been vandalized or are inoperable.

The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the site for the purpose of securing and limiting the removal or tipping of the containers.

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall be responsible for the proper use and safe keeping of all keys issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys to the City representative(s) within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse the City for the

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

total cost, as determined by the City, of re-keying the facility or duplicating additional keys.

Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the City.

California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a fine of \$500.00, or both.

#### **2.3.36. PROTECTION OF PROPERTY DURING INCLEMENT WEATHER**

During storms and periods of excessive rainfall, the Contractor shall provide supervisory inspection of the work during regular working hours to prevent or minimize possible damage from such adverse weather. The Contractor shall submit a report identifying any storm damage to the City's representative and attach a site map identifying location of damage and cost estimate to repair/replace. If remedial work is required beyond the scope of this contract, it shall be paid for as extra work.

Contractor shall remove debris accumulated by high winds or other typical or non-typical environmental conditions. The Contractor shall remove minor silt and debris from ditches, adjacent inverts and storm drains.

#### **2.3.37. PERFORMANCE DURING INCLEMENT WEATHER**

In conjunction with Section 2.3.36, during the periods that excessive rainfall hinders normal operations, the Contractor shall adjust its activities to perform functions such as litter and debris pick-up, remove downed limbs, clearing drains and other duties as deemed necessary by the Parks Maintenance Supervisor.

The prime factors in assigning work shall be the safety of the workforce and damage to landscaping.

During periods of excessive rainfall, the Contractor shall keep all area drains and draining facilities clear and in operating condition, and remove water from all tot-lot areas, if directed.

#### **2.3.38. PERFORMANCE ON SCHEDULE**

All work shall be completed on the day scheduled. All schedules shall be pre-approved by the City Airport's Facilities Maintenance Supervisor or Park Superintendent.

Failure to complete the work as scheduled or as specified herein may result in a notice of non-performance or notice of non-compliance to Contractor's Surety Company.

#### **2.3.39. PROTECTION OF EXISTING FACILITIES & STRUCTURES**

The Contractor shall exercise due care in protecting from damage all existing facilities, structures and utilities both above surface and underground on the City's property. Any

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

damage to City property deemed to be caused by the Contractor's negligence or failure to use due care shall be corrected or paid for by the Contractor at no cost to the City.

If the City requests or directs the Contractor to perform work in a given area, Contractor shall verify and locate any underground utilities. This does not release the Contractor's duty to take reasonable precautions when working in these areas. Any damage or problems shall be reported immediately to the City.

#### **2.3.40. ACCIDENT REPORTING & SITE SECURING**

The Contractor shall immediately notify the designated City representative, Facilities Maintenance Supervisor, of any accident, regardless of whether or not injury or damage is evident, involving Airport passengers and visitors and the Contractor's staff, vehicles, and/or equipment and shall secure the site until rendered safe. The Contractor shall provide all written reports and/or documentation requested by the City.

#### **2.3.41. VANDALISM**

Contractor shall report any damage to City property, including but not limited to, vandalism, Acts of God, and third-party negligence to the site representative.

#### **2.3.42. CONTRACTOR NEGLIGENCE**

Any damage to the City's property, which has been determined to be due to the Contractor's negligence shall be corrected at no additional cost to the City. Loss of plant material due to improper care is also included.

#### **2.3.43. DAMAGE CAUSE BY CONTRACTOR**

All damage to existing facilities caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City:

- Irrigation damage shall be repaired or replaced within one watering cycle or 24 hours.
- All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

- Trees: All damage, including minor damage, such as bark lost from impact of mowing equipment or string trimmers, shall be subject to replacement with a tree comparable in species and size, as approved by the City.
- Shrubs/Ground Covers: All damage shall be subject to replacement with a shrub or plant comparable in species and size, as approved by the City.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- Appurtenances: All damage caused to components of the facilities or grounds, including but not limited to benches, picnic tables, permanent chairs, irrigation heads, valves, valve boxes, controller boxes, concrete walks, railings, fencing, and gardens caused by the Contractor, shall be corrected at the Contractor's expense.

#### **2.3.44. NOTICE REQUIREMENTS**

Notice shall be in writing and deposited in the U.S Postal Service, first class, certified or registered, return receipt, addressed to Contractor at the address supplied within this bid document and to the Airport at 4100 Donald Douglas Drive, Long Beach, CA 90808 Attn: Facilities Maintenance Supervisor, Long Beach Airport. Notice shall be deemed given on the date shown on the return receipt. Change of address shall be given in the same manner as other notices.

#### **2.3.45. RECORD RETENTION AND INSPECTION**

City, State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records relating to work hereunder. Such material, including all pertinent costs, accounting, financial records and proprietary data, shall be retained by Contractor for a period of five (5) years after termination or expiration of the Contract.

The City shall have the right to conduct, at any reasonable time, an audit and re-audit of the books, records, and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed. The City reserves the right to require the Contractor to provide additional reports and record-keeping processes as the City deems reasonable in order to verify the Contractor's services and invoices for same. All information obtained in connection with the City's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under the law.

If authorized representatives of the City conduct an audit of the Contractor regarding the services provided hereunder and if such audit finds that the City's liability for such services is less than the payments made by the City to the Contractor, then, at the City's discretion, the Contractor shall either: (1) immediately repay to the City the overpayment, or (2) at City's option, City will give to Contractor credit against any future payments due the Contractor. If such an audit finds that the City's liability for services provided hereunder is more than payments made by the City to the Contractor, then the City shall pay the difference to the Contractor provided that in no event shall the City's maximum obligation exceed the Contract price as originally bid or as stated in an amendment.

#### **2.3.46. COMPLIANCE WITH LAWS**

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and Contractor's performance.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order or decree should be discovered in the Contract, or which may become effective before the expiration of the Contract, the Contractor shall report the same in writing to the City.

#### **2.3.47. VALIDITY**

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

#### **2.3.48. WAIVER**

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

No delay, failure, or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

### **3. DETAILED SPECIFICATIONS FOR REQUIRED SERVICES**

#### **3.1. IRRIGATION**

The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to landscape plants at a rate, which closely matches the actual demands of plant material with little or no runoff. Water conservation is the first and foremost reason why water must be strictly controlled within the City. Other important water management considerations include: roadway safety and maintenance, safe and dry turf areas for community use, water costs, and plant health.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

#### ***IRRIGATION OPERATION***

The entire irrigation system including all components from connection at meters shall be maintained in an operational state at all times. This coverage shall include all components of any irrigation system used within any of the Contract Areas and not be limited to the following: All controllers and remote control valves, gate valves and backflow devices, piping, tubing, heads and emitters.

All turf areas shall be irrigated as required to maintain adequate growth and appearance. Serious effort should be made to ensure that all irrigation would be accomplished in accordance with current Long Beach Water Department guidelines and/or timeframes.

The Contractor shall be responsible for operation of all 'manually operated' systems. These are the bulk of all manually operated systems at the Airport. Such watering operations shall ensure the same practices as indicated for automated systems, with particular care to avoid excessive runoff in the streets during operation.

Some areas may include the need for an outside source of water. It shall be the Contractors responsibility to provide the equipment and manpower to supply these areas with the needed water. All safety procedures and laws must be followed at all times to protect the public and any property during operation of these equipment.

- The Contractor shall be responsible to schedule and provide adequate water to all landscaped areas where watering equipment is required.
- Any alternatives to using watering equipment as described above shall be approved by Airport's Facilities Maintenance Supervisor.

Irrigation maintenance shall include but not be limited to operation of the system, adjustments, repairs, modifications and improvements, testing, analysis, any "handsets", and other work as required.

Flood irrigating is not allowed.

#### ***IRRIGATION MAINTENANCE AND REPAIR***

Contractor shall continually monitor and perform any necessary repairs. Contractor shall provide materials needed to maintain these systems as specified in this RFP. Contractor shall contact Airport's Facilities Maintenance Supervisor regarding main line failure within twelve (12) hours after occurrence.

- All sprinkler heads shall be adjusted to maintain proper coverage, and emitters to ensure proper flow. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- All damage resulting from the Contractor's operations shall be repaired or replaced prior to the end of the workday at the Contractor's sole expense.
- All third-party damage or other needed repairs will be completed by the Contractor as per paragraph 4 below, and paid for by the City on a cost basis, materials to be supplied as outlined in paragraph 6 below.
- Repairs to the irrigation system shall be completed within 24 hours after approval by the Airport's Facilities Maintenance Supervisor on any component damage, including, but not limited to, broken irrigation lines and tubing, defective or broken valves and sprinkler heads and emitters, sprinkler head relocations, and other modifications as necessary.
- All replacements shall be with original type and model materials unless a substitute is approved by Airport's Facilities Maintenance Supervisor.
- The Contractor shall supply all irrigation materials and supplies needed to maintain these systems. The City shall reimburse at cost, through the regular monthly invoices, the materials and supplies used, as approved by Airport's Facilities Maintenance Supervisor, to maintain irrigation system. Contractor shall maintain an adequate stock of medium and high usage items for repairing the irrigation system.
- The Contractor shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on equipment covered by the warranty.
- All irrigation systems shall be tested and inspected a minimum of once per quarter (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec) and a written tracking report submitted quarterly by the 10th day of the month following that period, e.g., April 10th, July 10th, October 10th, and January 10th. Any changes shall be submitted for approval prior to implementation.
- All systems shall be adjusted in order to:
  - Provide adequate coverage of all landscape areas
  - Minimize runoff and prevent erosion
  - Prevent watering roadways, walkways, trails, fences, private property and facilities
  - Match precipitation rates
  - Limit hazardous conditions
  - Prevent "flood irrigation," over irrigating one area to account for coverage deficiency in another area.



## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken.
- If not able to correct in a timely manner, the Contractor shall be responsible for watering all areas manually.
- In addition to quarterly testing, all irrigation systems shall be tested and inspected, daily if necessary, when damage is suspected, observed or reported.
  - Repair malfunctioning controllers, quick couplers, manual or automatic valves, and sprinkler heads within twelve (12) hours after receipt of verbal or written notice, unless the field condition does not allow or per direction of the PMS.
  - Correct deficient irrigation systems and equipment as necessary following verbal notification from Airport's Facilities Maintenance Supervisor.

#### ***IRRIGATION PERSONNEL***

The Contractor shall provide adequate irrigation personnel, whose primary and sole function shall be to properly operate, monitor and maintain the City's irrigation systems within the Contract Area. These personnel shall be fully trained and knowledgeable in all phases of landscape irrigation systems. This includes, but not limited to, systems operation, maintenance, adjustments and repairing all types of components including irrigation controllers, valves, moisture sensing devices and sprinkler heads; and be familiar with all brands and models of irrigation equipment used within the City. It is desired, but not required, by the City that an Irrigation Association (IA) Certification be obtained within six (6) months after start of Contract.

The Contractor shall provide personnel knowledgeable of and proficient in current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies. In addition to those scheduled, additional irrigation audits may be required to be conducted by the Contractor's staff at the request of the Airport's Facilities Maintenance Supervisor.

The Contractor shall provide irrigation personnel capable of verbal and written communication in a professional level of English. This provision is in addition to others noted previously.

#### ***IRRIGATION MATERIALS***

All replacement materials shall be original types and model materials, unless a substitute is approved by the Airport's Facilities Maintenance Supervisor.

Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.

Contractor shall implement repairs in accordance with all warranties.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

The actual cost of all materials passed onto the City shall be the wholesale cost of material.

The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including any discount given to Contractor.

At no time shall the cost of materials exceed the retail cost from the current price list, minus any discounts.

The total cost of materials shall include the following:

- Wholesale cost (retail costs minus Contractor's discount)
- Applicable sales tax
- A markup of 10% maximum for all overhead costs and profits
- Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation systems.

All materials shall be new and identical to existing materials, unless directed otherwise by the Airport's Facilities Maintenance Supervisor.

The City reserves the right to purchase materials directly and make them available to the Contractor. In the event the City exercises the option to purchase the materials, the following conditions will apply:

- Contractor shall conform to all City practices and procedures.
- All City purchases will be for the sole use of and for the Airport contract areas.
- The Contractor shall secure and store inventory, distribute and control all material entrusted to its representatives. All materials and inventories shall be made available to the City upon request by Airport's Facilities Maintenance Supervisor.

#### ***IRRIGATION WATER MANAGEMENT***

Irrigation controllers, if any, shall be programmed and the water schedules entered onto the Irrigation Controller Program Log and submitted to the City within thirty (30) days of the start of the contract.

Controller program, if any, shall be sufficient to maintain a healthy landscape without excessive water use and shall be consistent with established Irrigation Association (IA), Metropolitan Water District (MWD) and Long Beach Water Department (LBWD) guidelines recognized throughout the industry. Water Conservation is a top priority and shall be incorporated into all irrigation programming.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

It is the Contractor's responsibility to set and maintain the programming for the irrigation controllers to meet the criteria as stated above. However, the City retains the right to inspect and monitor those settings and make recommendations to the Contractor if, in the City's opinion, any changes need to be made. In case of a dispute, the Contractor will have the final say. Any discussion of this type shall be recorded on the Conversation Confirmer form and kept on file. Any damage created by improper irrigation practices or neglect shall be the responsibility of the Contractor to correct.

All program changes shall be recorded on the Irrigation Controller Program Log.

When provided by the City, the Contractor shall compare water meter readings to ensure that there isn't excessive water use in any contract areas. If necessary, or as determined by the City, the Contractor will meet with City Staff to review these reports.

Controller programs shall incorporate the following conditions:

- Conserve water while meeting the needs of the plant material
- Where practical, meet Long Beach Water Department Management requirements
- Avoid weekend watering
- Maximize repeat operations (where and when possible)
- Minimize station run times
- When possible and practical, reflect actual evapo-transpiration (E.T.) requirements
- Reflect actual requirements of soil and plants
- Minimize runoff onto streets, sidewalks and other non-target areas
- Provide sufficient time for soil to dry out between irrigations
- Maximize community use of City property

The Contractor, with concurrence or as directed from the Airport's Facilities Maintenance Supervisor, shall turn off irrigation systems immediately during periods when extreme rainfall exists or is predicted, and other times when suspension of irrigation is desirable to conserve water.

Any time the irrigation system(s) are shut down for any reason, the Contractor shall notify the Airport's Facilities Maintenance Supervisor immediately

Once the Airport's Facilities Maintenance Supervisor acknowledges the necessity to turn on the water once again, all controllers shall be activated within twelve (12) hours.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

#### **3.2. TURFGRASS**

*Goal:* It is desired by the City to establish and maintain healthy, well-suited warm season turf grass cultivars for intended site use. Ideally, turf grass should appear level, having a smooth surface appearance with clean edges, and be at least at 90% in health and viability. Routine care and maintenance is a prerequisite to attaining this objective.

##### ***WATERING***

A regular, deep watering program is required. Do not allow the established turf to dry beyond 50% of the soil water holding capacity between waterings. At a minimum, omit irrigation the night prior to occurrence of turf mowing. Weekend watering is discouraged. Manual watering of deficient coverage areas is mandatory.

##### ***AERATION***

Mechanically aerate all non-sports turf areas three (3) times annually, once each during the periods of Jan–Apr, May–Aug, and Sep–Dec., to reduce compaction/stress conditions. This will offer greater water penetration and reduce runoff. In those areas where soil conditions are poor, topdressing may be required by the City Airport's Facilities Maintenance Supervisor.

Use a plug aeration with  $\frac{3}{4}$ " tines. Any areas that show excessive compaction should receive additional treatment as required to alleviate this condition. Removal of sod plugs may be required. Record the scheduling of aeration on the Maintenance Schedule.

##### ***MOWING***

Mow and edge parks, greenbelts, medians, etc., weekly.

Cut cool season turfgrass 2  $\frac{1}{2}$ " during warm season and reduce to 2" during winter or cooler seasons.

In warm seasons, common Bermuda mix shall be mowed to not exceed 1", hybrid Bermuda  $\frac{1}{2}$ " to  $\frac{3}{4}$ ". Cut mixed turfgrasses to the City Airport's Facilities Maintenance Supervisor's recommended height. Avoid removing more than one-third of the leaf area blade at any one time.

In confined areas, grass clippings shall be caught at the time of mowing and disposed of off-site, and all mowers utilized for confined areas must have catchers. A "confined area" is defined as an area bordered by three or more sides by shrub beds, planters, hardscapes, walls, fences or other like borders.

The use of recycling blades and/or recycling decks shall be used in all areas where grass clippings will not be picked up.

All safety equipment on mowers must be fully operational.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

All equipment shall remain adjusted to the proper cutting heights and shall be adequately sharpened and maintained.

Mowing shall be completed in one operation and not more than 1/3 of the total leaf height shall be removed during any single mowing operation. If more than 1/3 needs to be removed than you do succession mowing – on separate days so not to allow clumping and excessive clippings left behind.

More frequent mowing of turf may be authorized at the City's discretion.

Turf shall be mowed within 6-12 inches of all appurtenances.

Litter shall not be shredded by mowers; Contractor shall not drive over or break glass bottles or other glass objects, nor drive over excessively wet areas. Contractor shall clean up and remove litter scattered or shredded by mowers prior to leaving the job site. Litter includes any foreign matter, debris, broken glass, paper, feces, foods and similar materials.

Contractor shall remove all clippings and debris deposited on hardscapes and other surfaces as a result of mowing operations before leaving the site.

No clippings or debris shall be blown, swept or otherwise pushed into the street or storm drains.

Damaged appurtenances, sprinkler heads, valve boxes, valve box covers or vegetation shall be repaired immediately, isolated or otherwise addressed to ensure the safety of the site, the integrity of the systems and the viability of plant materials.

When mowing, Contractor's staff must take care not to scratch or damage hardscapes, walls, planters, benches and other appurtenances. Before each mowing, the equipment used for this task must be inspected to ensure that it has no sharp or protruding rough parts (i.e. rollers, skids, brackets, blades, wheels, bed knives), which may cause damage.

#### ***TRIMMING AND EDGING***

Trim around graphic walls, buildings, curbs, header boards, valve boxes, quick couplers, headstones and paved areas on a weekly basis to present a neat, clean appearance. Chemically edge around trees within a 6" to 12" radius from the trunk, using care not to damage the tree trunk or roots. All turfgrass contiguous to hardscapes shall be edged with a walk-behind, blade-type edger; string trimmers are not acceptable in this application.

#### ***STRING TRIMMERS***

Care shall be exercised with regard to the use of string trimmers (weed eaters) to prevent damage to trees, plant material, building surfaces, walls, header board, light fixtures, signage, etc. A minimum of 12" to a maximum 24" or more if root flares are present will have bare soil buffer zone shall be maintained chemically around the circumstance at the base of

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

all trees. (Trees or other items damaged by Contractor's operations shall be replaced at Contractor's sole expense.)

#### ***REFURBISHMENT OF TURFGRASS***

Turf areas that thin out due to shading effects of trees, structures and foot traffic shall be reseeded or sodded with an approved grass seed to restore thinning areas. This refurbishment shall be coordinated with the Airport's Facilities Maintenance Supervisor. Materials will be paid for in accordance with this RFP.

### **3.3. GROUND COVER**

*Goal:* The City's goal is to encourage the proper care and growth of groundcovers, maintained within the confines of their growing areas, free of weeds, and without a prevalence of bare spots or unhealthy plant material. Groundcover beds should create a natural, pleasing appearance in all areas.

#### ***SPECIFICATIONS***

Ground covers shall be pruned and maintained according to the American Horticultural Standards (AHS), consistent with intended use.

Ground covers adjacent to sidewalks and parking lots shall be edged weekly in one operation with the turf edging. In areas where turf is not present, ground covers shall be addressed quarterly, or as necessary, as determined by City staff, to present a clean and neat appearance and to keep the plant material from impeding the foot traffic. Care should be taken to not expose bare soil. Edged ground cover should not be allowed to develop a build up with a sheared face along the sidewalk or curb edges. Ground cover height should not exceed 6" with a beveled edge.

Contractor shall apply approved herbicide monthly and/or as required to remove and control broad-leafed and grass weeds in and around all ground cover beds, care must be taken to not allow herbicide on non-targeted plant material. The use of pre-emergent is strongly recommended. In some instances, weeds may be removed by mechanical means as approved by the Airport's Facilities Maintenance Supervisor.

Keep ground cover trimmed back from all controller units, irrigation heads, valve boxes, quick couplers, uplighting or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs or on structures or walls. Keep trimmed back approximately four-to-six inches (4"-6") from structures or walls.

Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.

Mulch shall be applied to all planting areas two (2) times per year, once in the Spring (Apr-Jun), and again in the Fall (Sep-Nov). Bare soil areas in ground cover beds shall be replanted or mulched as required.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

#### **3.4. SHRUBS**

*Goal:* The primary objective for maintaining shrubs and other plant materials within the City's landscape is to create a natural, aesthetically pleasing appearance throughout all areas. Shrubs and other plant materials shall be pruned only to allow new growth to develop within the confines of planters and beds, and should have soft rounded edges in most applications. The use of powered hedge-trimmers is discouraged, but permissible in certain areas. Care and skill must always be adhered to when pruning shrubs and other plant material.

##### ***SPECIFICATIONS***

Shrubs shall be pruned quarterly and/or as required for safety, removal of broken or diseased branches, general containment or appearance.

Prune shrubs to follow American Horticultural Society (AHS) standards, and to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with the Airport's Facilities Maintenance Supervisor.

- Refer to the AHS Standards 'Pruning and Training' manual, latest edition.
- Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
- Remove any spent blossoms or dead flower stalks as required for neat, clean appearance.
- Shrubs and mounding shall not exceed two feet (2') in height within areas required for vehicular sight distance depending upon roadway topography.

Contractor shall apply approved herbicide monthly and/or as required to remove and control broad-leafed and grass weeds in and around all shrub beds. The use of pre-emergent is strongly recommended. In some instances, weeds may be removed by mechanical means as approved by the Airport's Facilities Maintenance Supervisor.

Any paper or litter that accumulates in shrub bed areas shall be picked up on a daily basis.

Mulch shall be applied to all non-turf areas two (2) times per year. Once in the Spring (Apr-Jun), and again in the Fall (Sep-Nov) includes medians.

Blue line must be mulched in Feb/Aug.

#### **3.5. VINES**

*Goal:* Vines are a pleasant addition to the landscape when they are present and in an appropriate location. They should be encouraged to grow and flourish by always maintaining proper care in accordance with AHS Standards.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

#### ***SPECIFICATIONS***

Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports. Do not use nails to secure vines on masonry walls. Prune as necessary.

Pruning of vines shall be in accordance with good horticultural practices, as defined by the AHS Standards 'Pruning and Training' manual, latest edition. Vines shall be pruned only to allow for new growth to develop and control /direct plant size. No more than one third of the vines should be pruned at any given time unless directed by city staff.

Deep water vines in pockets not provided with sprinklers as required to promote optimum growth.

Contractor shall notify Airport's Facilities Maintenance Supervisor prior to applying approved herbicide monthly and/or as required to remove and control broad-leaved and grass weeds in and around all vines. The use of pre-emergent is strongly recommended. In some instances, weeds may be removed by mechanical means as approved by the Airport's Facilities Maintenance Supervisor.

Any paper or litter that accumulates in vines and surrounding areas shall be picked up on a daily basis.

Mulch shall be applied to all planting areas two (2) times per year, as necessary, once in the Spring (Apr-Jun), and again in the Fall (Sep-Nov).

### **3.6. TREES**

*Goal:* It is important to the City to continue to maintain the brand and image of the Long Beach Airport. For the care of trees under this specification, all shall be in accordance with ISA Standards, and to achieve a natural growth habit and appearance of the species.

#### ***SPECIFICATIONS***

All trees shall be pruned as required to remove broken, crowded, dead, hazardous or diseased, low growing or heavy branches or for safety reasons.

All pruning shall be done by the use of proper tools and disinfected after each tree is pruned to prevent the spread of disease and pathogens from one tree to another.

Raise all trees in all planter and turf areas to allow twelve-foot (12') clearance for pedestrian and equipment. Along sidewalks to allow twelve-foot (12') clearance for pedestrians and fifteen feet (15') above road surface for vehicular traffic clearance.

Topping trees is not allowed. Any pruning shall be done by those experienced and skilled in pruning techniques and shall comply with International Society of Arboriculture (ISA)



## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

standards. All cuts shall be done using proper horticultural practices. Dressing wounds is not allowed.

Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties and guys as per City's request. Replace broken stakes as required.

Trees in the medians are included in the monthly raising for signage and traffic clearance.

Damage, broken, ailing, stumped or stressed trees shall be brought to the attention of the Airport's Facilities Maintenance Supervisor immediately. (Caution taped to identify the tree and secure the area).

Under no circumstances is stripping of lower branches (raising up) of young trees permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper-retained growth (tapered trunk). If there are doubts or questions, contact the City Airport's Facilities Maintenance Supervisor. The Contractor shall strictly adhere to the International Society of Arboriculture (ISA) Tree Pruning Guidelines, latest edition.

#### **3.7. PEST CONTROL ON PLANT MATERIAL**

The Contractor shall provide complete and continuous control, and/or eradication of all plant pests and diseases, as defined in this section. The Contractor shall obtain any necessary permits to comply with City, County, State or Federal regulations or laws to perform such control. The City is concerned with the safety of wildlife and may not use anything that may result in secondary poison.

By submitting a bid, Contractor assumes responsibility and liability for the use of all chemicals. Any failure on the Contractors part to abide by the City, County, State and Federal laws or regulations, and the specifications contained in this section, may result in a default of this contract. Any fines levied against the City as a result of the Contractors failure to abide by any regulations noted shall be the responsibility of the Contractor to pay.

All plant pests and diseases include, but are not limited to, all insects, aphids, mites, invertebrates, pathogens and nematodes. Vertebrate, or 'Gopher Control', shall be considered additional work. The Contractor shall follow Integrated Pest Management (IPM) practices involving the use of life history information and visual observation. Control through prevention, cultural practices, exclusion, natural enemies, and biological control and host resistance. Pesticide applications should be the last resort.

#### ***PRACTICES***

All areas of the landscape shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, sowbugs, etc. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, stressed

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

or wilted shall be brought to the attention of the Airport's Facilities Maintenance Supervisor immediately.

Start preventative cultural methods before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. Look at new growth for the presence of aphids, leafhoppers, scale, mealy bugs, mites, etc. Use a 10-power magnifying glass to see mites. Look for ants on soil, along walks and trunks of shrubs and trees. So long as ants are present, there will be sucking insects. Control of ants will aid in the control of plant feeding insects. Do not use toxic pesticides to control pests when predatory or parasitic insects are present.

Pruning is an effective prevention of an epidemic of insects and diseases. Prune away infected parts and dispose of them off site. Examples are pine tree tip moth, juniper twig girdler, verticillium wilt, fireblight and some other blights of foliage.

Dusty foliage and warm temperatures are indicators of mites. So long as foliage is washed, mite populations are low. Keep mite populations low to prevent plant injury. Conifers are especially susceptible and often killed by mites.

Bark beetles feed in the cambium of scaffold branches and trunks. Older and weaker trees are the first to be infested. Any cause of stress is cause to inspect trees. Elms, pines and eucalyptus are most susceptible. Look for ants on the ground or in crotches of branches. Also, there may be branches dying. Control adult beetles before they lay eggs on bark in the spring. All trees near a tree infested the previous year must be sprayed in March and again in May. Ongoing inspections are necessary to determine if there is a summer brood.

Snails shall be controlled before becoming an epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails. Cultural control is always preferred, but when not possible, or due to an over infestation, control with weekly applications of the least toxic bait until the youngest brood is gone. The City will not tolerate epidemics of snails.

#### ***APPLICATION OF PESTICIDES***

Use all materials in strict accordance with the most current EPA/DPR regulations and applicable sections of the California Food and Agricultural Code, Title 3.

City shall be notified in writing, in an email or by fax at least forty-eight (48) hours prior to the application of any pesticides and other chemicals. Contractor must have written confirmation back from PMS. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with the Airport's Facilities Maintenance Supervisor. A copy of the monthly Material Use Reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month. All restricted materials used by the contractor shall be pre-approved by City staff to ensure it is covered under the cities restricted materials permit and they must also submit a Notice of Intent (NOI) to the county agricultural

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

office. All applications shall be pre- arranged by City staff to ensure no conflicts or undesired exposure.

Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor weather conditions to avoid making application prior to excessive rainfall to eliminate potential runoff of treated areas.

- Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities each area is capable of receiving without excessive runoff.

Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

- The State of California Food and Agricultural Code requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the applicator should know for an accurate and safe usage.
- Application of all pesticides shall only be applied by a properly State Licensed Pest Control Operator and a Qualified Applicator (QAL) of pesticides.
- There shall be no application of a pesticide without the prior notification of the City.
- In case a Restricted Use Pesticide is recommended, the City must have a use permit issued only by the County of Los Angeles Agriculture Commissioner.

Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used to ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code EPA/DPR regulations, NPDES permit requirements, and all other applicable laws, rules and regulations.

Spray equipment shall be in good operating condition, quality and design to efficiently apply materials to the target area. Drift shall be minimized to avoid contamination of non-targeted plant materials.

Pesticides shall be selected from those materials, which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- Wherever a specific type of material is specified, no substitutions are allowed without the prior written consent of the Airport's Facilities Maintenance Supervisor.
- Materials shall be subject to inspection by the Airport's Facilities Maintenance Supervisor.

#### **3.8. WEED CONTROL**

The City expects all areas to be kept weed-free to the greatest extent possible. All weeds should be addressed on a regular basis, by doing so; this will make control much easier, as well as provide for a clean look throughout the areas and medians.

By definition, weeds are any plant material that grows in areas where it is not intended. Noxious weeds are particularly troublesome and often difficult to control. Before treating for any weed problems, it is important to first identify the weed species to be treated.

- Post emergence herbicides shall be used to kill weeds. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing.
- Contractor shall spray for weed control in all areas monthly, unless otherwise noted in these specifications.
  - All creeping grasses as well as broadleaf weeds shall be kept out of shrubs and groundcovers.
  - Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications. The use of string trimmers to cut off the tops of weeds is not acceptable, unless following an herbicide application by more than 24 hours.
  - No weeds should ever exceed 4".
- Turf and other plants killed by weeds, chemicals, etc. shall be replaced at the Contractor's sole expense. All replacements must be made within fourteen (14) days after receiving notice from the City.

#### **3.9. WEED CONTROL OF PAVED SURFACES**

Contractor shall apply approved herbicide monthly and/or as required to remove and control weeds growing in cracks, or expansion joints, of sidewalks, patio's, and gutters, interior Park roads, median hardscapes, etc., and other areas contiguous to the City landscape. This includes the dividing line between the asphalt and cement in gutters.

Under this provision, it is not intended for the Contractor to place themselves in danger from vehicle traffic. Spraying may be accomplished from the interior of the boundary lines.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

In some instances, weeds may be removed by mechanical means, as approved by the Airport's Facilities Maintenance Supervisor.

#### **3.10. WEED CONTROL IN TURFGRASS AREA**

The Contractor shall maintain a weed-free turf at all times by chemical and/or mechanical means. Apply pre-emergent herbicide to control crabgrass in all turf areas. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf must be well established and in vigorous condition. All chemicals applied shall be recorded and coordinated with the Airport's Facilities Maintenance Supervisor. The Contractor shall obtain any necessary permits to comply with City, County, State or Federal regulations or laws to perform such control and eradication.

By submitting a bid, Contractor assumes responsibility and liability for the use of all chemicals.

Use all materials in strict accordance with the most current EPA regulations and applicable sections of the California Food and Agricultural Code.

City shall be notified prior to the application of any chemicals. Herbicide applications shall be recorded on the Maintenance Schedule and coordinated with the Airport's Facilities Maintenance Supervisor. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.

##### **Application of Herbicides**

- **Timing:** Herbicides shall be applied at times which limit the possibility of contamination from climatic or other factors. Early morning application shall be used when possible to avoid contamination from draft. Applicator shall monitor weather conditions to avoid making application prior to excessive rainfall to eliminate potential runoff of treated areas.
- **Irrigation water applied after treatment shall be reduced to eliminate runoff.** When water is required to increase pesticide efficiency, it shall be applied only in quantities each area is capable of receiving without excessive runoff.
- **Handling of Herbicides:** Care shall be taken in transferring and mixing herbicides to prevent contaminating areas outside the target area. Application methods shall be used to ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of herbicides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code EPA regulations, NPDES permit requirements, and all other applicable laws, rules and regulations.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- **Equipment and Methods:** Spray equipment shall be in good operating condition, quality and design to efficiently apply materials to the target area. Drift shall be minimized to avoid high-pressure applications and using water-soluble drift agents.
- **Selection of Materials:** Herbicides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. Use adjuvants to increase herbicide efficiency thereby reducing the total amount of technical material required to gain control.
- **Substitutions:** Wherever a specific type of material is specified, no substitutions are allowed without the prior written consent of Airport's Facilities Maintenance Supervisor.
- **Certification of Materials:** All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by Airport's Facilities Maintenance Supervisor.

Identify the material to be treated and consult a Pest Control Advisor before application of chemical treatments.

- The State of California Food and Agricultural Code requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
- Application of all pesticides shall only be applied by a properly State Licensed Pest Control Operator and a Qualified Applicator (QAL) of pesticides.
- There shall be no application of a pesticide without the prior written permission of the City.
- In case a Restricted Use Pesticide is recommended, the City must have a use permit issued only by the County of Los Angeles Agriculture Commissioner.

Selective post emergence herbicides shall be used to kill weeds. Do not proceed with a chemical treatment except as recommended by a Pest Control Advisor in writing.

- Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- Broadleaf weeds in lawns shall be controlled with selective post-emergence herbicides. Turf areas that have broadleaf weeds shall receive a long-lasting broad-spectrum pre-emergence herbicide between January 20th and February 10th:

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- The herbicide must be registered for use on the turf grasses and weeds to be treated. Red fescue groundcover is included. Follow directions on the label of the herbicide. Apply evenly. Split the total application into opposite directions. Calibrate spreader or sprayer before treatment to apply the right dosage.

Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.

Turf and other plants killed by weeds, chemicals, etc. shall be replaced at the Contractor's sole expense. All replacements must be made within fourteen (14) days after receiving notice from the City.

#### **3.11. WEED ABATEMENT MOWING**

The Contractor shall periodically mow unwanted weeds in open space areas, wild areas and undeveloped portions of the Airport landscapes and vacant lots. The Contractor shall maintain weeds at a height determined to be acceptable by the Airport's Facilities Maintenance Supervisor. Contractor shall perform four (4) weed abatement processes per year, once per quarter (Feb, May, Aug, and Nov), and other times as requested by the Facilities Maintenance Supervisor. Any additional areas will be paid for as additional work. Mowing these areas shall be accomplished with a flail mower or weed eater type unit and preceded with herbicide application to maintain a weed free appearance. This includes monthly trash pick-up.

#### **3.12. FERTILIZATION**

##### ***SCHEDULING***

Apply fertilization in accordance with good horticultural practices or as directed by the Airport's Facilities Maintenance Supervisor or designee. All applications shall be recorded and specifically identified on the Landscape Maintenance Report indicating the fertilizer used, the frequency it was applied and the landscape material it was applied to (i.e., turf, trees, shrubs, ground cover, etc.).

##### ***GENERAL***

Fertilizers shall be inorganic dry, formulation. Application shall be in accordance with manufacturer's specifications.

##### ***METHOD OF APPLICATION***

In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which throws material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. Contractor shall remove all fertilizer stains from concrete caused by this application. Fertilizer shall be applied

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

at manufacturer's recommended use.

#### ***TIMING OF APPLICATION***

When climatic factors cause problems from the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.

#### ***TREES AND SHRUBS***

Fertilizers, pre-approved by Airport's Facilities Maintenance Supervisor, shall be applied to trees and shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require deep root feeding or foliar micronutrient applications. Palm trees may require a fertilizer specific for their needs and in a spike form for application.

### **3.13. LITTER AND DEBRIS CLEAN-UP**

The Contractor shall provide general clean-up during scheduled landscaping maintenance, unless otherwise specified, for the purpose of picking up papers, trash or debris which may accumulate in the landscape areas, on all sidewalks and other hardscapes within the site, including parking lot planters, and those city sidewalks that lie directly adjacent to the landscaped areas, or traversing and dissecting the median island, vacant lot or backup lot and all curb and gutter lines that encircle these same sites. This shall include all other adjacent hardscape elements deemed by the Airport's Facilities Maintenance Supervisor to be part of the inventory of the respective contract landscape areas, parking lots, internal roadways, and all other park and open space areas.

All landscaped areas and adjacent sidewalks shall be swept, blown and/or vacuumed free of debris at least weekly.

Contractor shall remove all debris resulting from its operations and dispose of it off-site at the time of occurrence.

All debris resulting from any of the Contractor's operations shall be removed and disposed of as outlined in this RFP, at the Contractor's sole expense. No debris may remain at the end of the workday.

All walkways shall be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.

All shrub areas not inter-planted with ground cover shall be raked clean a minimum of once a month. This will be accomplished without removing significant amounts of any mulch present.



## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

Do not blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Remove debris generated adjacent to landscape areas (i.e., sidewalks, streets, gutters).

#### **3.14. DRAINAGE FACILITIES**

The Contractor shall inspect surface drains (such as catch basins and flow structures) located within the landscaped areas daily. Surface drains, including catch basins where applicable, shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate to prevent proper flow of water.

During periods of inclement weather, the Contractor shall ensure all drains and drainage areas are kept clear of debris and that water is draining properly.

#### **3.15. PLANT ADDITIONS AND/OR REPLACEMENTS**

Contractor may be requested to replace damaged or destroyed trees, shrubs, vines, ground cover or flowers. Such work will be paid for as extra work by the City unless otherwise specified within these Specifications. Exceptions are replacements due to Contractor's negligence, as determined by the Airport's Facilities Maintenance Supervisor.

##### ***GUARANTEE AND/OR REPLACEMENT POLICY***

All new plant material and irrigation installations shall be guaranteed for a period of one calendar year unless the damage or death of plant material due to wind, storm, vandalism, riots, war, fire, flood, earthquakes or other events over which the Contractor has no control. Existing plants shall be replaced by the Contractor if it is determined by Airport's Facilities Maintenance Supervisor that they were damaged or destroyed due to Contractor's negligence.

#### **3.16. PRUNING AND TRAINING QUALITY STANDARDS**

##### ***SHRUBS, HERBACEOUS PLANTS, AND GROUNDCOVERS***

Shall be pruned soon after the completion of a flowering and fruiting cycle, if fruits are desired and shall comply with AHS standards.

- Remove flower stems to point of origin. Dead head flowering plants.
- Remove branches growing beyond perimeter of foliage. It is an outline of a plant's shape. Cuts shall be inside of outer foliage and flush with branch of origin, thinning out big, long shoots. Leave no butts or stubs. Do not trim off all foliage on one lane with hedge shears. Shearing is only for formal hedges.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- Plants treated as a formal hedge will be determined by City Staff. The majority of shrubs should be maintained as a natural appearance.
- Prune to retain natural shape of plant. Shapes vary according to plant species. Some are wider than tall like Tam or Pfitzer junipers. Some are upright like Xylosma and Photinia. There shall be no flat, square tops or unnatural forms, nor shall shrubs have lower limbs removed to expose bare limbs or trunks.

#### ***NATIVE AND DROUGHT-TOLERANT PLANT CARE***

The City has an interest in developing a low-water use, southwest-adapted and/or native plant palette throughout some of the areas and facilities. There are currently several sites where these types of plants are already in place. For the most part, native and southwest-adapted plants are easy to care for and are very hardy, but they do require proper care for good health and a little different approach towards maintenance than the regular ornamental plants found at most areas.

Most native plants are relatively pest free, low water usage, and low maintenance. On the other hand, they do require a few key points to maintain the health and vigor.

The most common issues to be aware of:

- Improper Watering - usually too much and at the wrong time of year.
  - Most natives are low water users, but do require regular weekly, deep water during the winter and spring, especially if no rainfall.
  - During the summer months watering is critical as risk for diseases are high at this time.
  - New plants should be watered as needed. If weather conditions vary then closer monitoring of the moisture levels will ensure proper management.
- Planting
  - All native plantings should occur between fall and spring for optimum success.
  - Native plants are sensitive to the roots being buried so all container plants should be level with the existing soil.
  - Mulching after planting is important but care should be exercised so not to bury the crown.
- Weed Management
  - Weeding when weeds are small, the competition for nutrients and water with the exotics is key to successful establishment for natives.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- Hand pulling of weeds can bring viable weed seeds to the surface. Heavy infestation of weeds can occur from the germinated seed so it is best to follow with mulch immediately after weeding.
- Chemical spray applications will be required to maintain all planted areas. This will help the natives during the establishment period so that the weeds will not compete with nutrients and light.
- Pruning
  - Before pruning any native drought tolerant or ornamental grasses, the Contractor shall coordinate with the Airport's Facilities Maintenance Supervisor on the best practice for trimming.
  - Most pruning should take place after flowering or fruits have occurred.
  - No more than 1/3 of a plant or shrub should be removed at one time, unless directed by the PMS.
  - Basal growth plants should be cut down to the base annually.

#### ***TREES UNDER 12'***

Prune trees to comply with ISA standards. Maintain their characteristic shape, density, and texture. The natural appearance is an open, light textured perimeter of new foliage. The greatest density is in the interior and lower half. The center of gravity, or location of mass, is close to the center and close to the ground. This distribution fits a tree to withstand strong winds. Do not thin or "lace out" dense foliage except the outside branches. This is an example of 'lion-tailing', which could cause roots to die and create a weak tree that may die or blow over.

- Prune out branches extending beyond the shape (foliage perimeter) of a tree. Prune to control size and shape. Bare scaffold branches with foliage only at ends will break in wind. Cuts shall be inside perimeter of foliage almost flush with a parent branch. No butts or stubs are permitted. Old stubs with an outgrowth of multiple shoots shall be removed.
- Prune off lower branches high enough for traffic clearance.
- Cut out dead, crossing, rubbing branches and v-shaped crotches.
- Undercut branches over 2" in diameter before final cut is made close to a scaffold (main) branch. Shredded, torn or ripped branches shall be re-cut cleanly.
- An exposed wound, as where a branch was removed, shall remain exposed. Do not paint or apply any substance on a wound. It heals faster, with less disease than a covered wound.

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS / SCOPE OF SERVICES**

- Trees close together shall be separated by removal of intermingling branches. The exception is a large hedge or windbreak consisting of one species.
- All newly planted or young trees shall be double staked. A tree too heavy for support by stakes shall have equally spaced guy wire ties to stakes and inspected for possible removal. The wire shall be on a 45° angle with the tree trunk. Use only City approved staking materials. Locations for use of guy wires shall be determined by City Staff.
  - Always remove nursery stakes on young trees and replace by double staking.
  - Ties shall always allow for tree movement and in place between stakes or tree trunk. Only approved tree ties shall be used.
  - Loosen or remove ties before they are so tight they are starting to girdle a branch or trunk.
  - An immovable tree trunk in wet soil is an indication it can stand without support. Remove stakes or guy wires.
  - Any tree stakes or ties that are broken, loose or damaged should be removed immediately. If the tree is less than a year old or immature and requires continued support, new ties and stakes will be required.
- Graphic descriptions on correct pruning and training of shrubs and trees is published by the International Society of Arboriculture (ISA) and the University of California Publications ANR Dept.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Exhibit B**

### **LGB Landscaping Area**

Exhibit B



RFP AP21-053



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Exhibit C**

### **List of Landscaping Areas**

# EXHIBIT C - LIST OF AIRPORT LANDSCAPING AREAS

#	Location Name	Description	Estimated Square-footage	Trees	Planters	Shrubs/ Bushes	Grass	Flowers / Other Vegetation	Gravel / Mulch / Other	Irrigation
T01	Concourse Atrium Garden	Post-Security Garden Area in Concourse Area	7,380 SF	X		X		X	X	X
T02	Meeter-Greeter Plaza Garden Patches	Sections of garden spaces located at the exit of the Concourse space	2,504 SF	X		X		X	X	X
T03	Terminal Building West Planters	Planters with Bamboo along the west side of the terminal building.	480 SF		X			X		X
T04	Baggage Claim Area 3 - Scattered Planters	Various planters located north of the terminal building in baggage claim area 3	140 SF		X			X		
T05	Baggage Claim Area 3 - North Lawns	Two lawns located north of the terminal building in baggage claim area 3 including a pet relief area	1,500 SF	X			X		X	X
T06	South Surface Lot Lawn	Lawn located directly south of the terminal building, adjacent to the south surface parking lot	921 SF	X			X		X	X
T07	Terminal Building Crosswalk Garden	Lawn located directly across the terminal building entrance near ground transportation booth	1,447 SF	X		X		X	X	X
A01	Rent-a-Car Lot - Northwest Perimeter Garden	Garden area located northwest of the Rent-a-car Lot - wraps the entire westside and northside of the lot	5,613 SF	X		X		X	X	X
A02	Rent-a-Car Lot - Northeast Corner Garden	Corner garden area located northeast of Rent-a-car lot	3,023 SF	X					X	X
A03	Rent-a-Car Lot - East Garden	Garden area on westside of Rent-a-car lot	648 SF	X					X	X
A04	Parking Lot A - North Garden	Garden area located between Rent-a-car lot and Parking Lot A, stretching across the entire northside of Lot A	4,705 SF	X		X			X	X
A05	Parking Lot A - East Garden	Garden area located east of Parking Lot A	2529 SF	X		X	X		X	X
A06	Parking Lot A - South Garden	Garden area located south of Parking Lot A, stretching across the entire southside of Lot A	8,011 SF	X		X	X	X	X	X



#	Location Name	Description	Estimated Square-footage	Trees	Planters	Shrubs/ Bushes	Grass	Flowers / Other Vegetation	Gravel / Mulch / Other	Irrigation
A07	Parking Lot A - West Garden Patches	Garden area located south of Parking Lot A, stretching across entire southside of Parking Lot A	1,412 SF	X			X	X		X
G01	Gulfstream - West Lawn	West Lawn between Gulfstream and Parking Lot A	6,857 SF	X			X			X
G02	Gulfstream - East Lawn	East Lawn between Gulfstream and Parking Lot A	10,543 SF	X			X			X
B01	Parking Lot B - South Lawn and Garden	Lawn and garden on southside of Parking Lot B, stretching from the westside of the lot B surface lot around to the southside and to the eastside	33,501 SF	X	X	X	X	X	X	X
B02	Parking Lot B - Open surface lot Garden Patches	Garden patches between the Lot B Parking structure and Lot B open surface lot	5,515 SF	X	X	X		X	X	X
B03	Parking Lot B - West Garden and Lawn	Garden and Lawn on the westside of Lot B near west pedestrian walkway	6,665 SF	X		X	X	X	X	X
B04	Parking Lot B - West Elevator Lawn	Lawn west of Lot B Elevators near west pedestrian walkway	3,318 SF	X	X	X	X		X	X
B05	Parking Lot B - Northwest Garden Section #1	Northwest Garden Area of parking Lot B (northern-most section)	27,218 SF	X		X	X	X	X	X
B06	Parking Lot B - Northwest Garden Section #2	Northwest Garden Area of parking Lot B (section adjacent to parking lot entrance)	28,548 SF	X		X	X	X	X	X
B07	Parking Lot B - Northeast Garden	Northeast Garden Area of parking Lot B, wrapping around the northeast corner of Lot B	24,000 SF	X		X	X	X	X	X
B08	Parking Lot B - East Vehicle Exit Garden #1	Garden located on eastside of Parking Lot B near the east vehicle exit	3,968 SF	X		X		X	X	X
B09	Parking Lot B - East Vehicle Exit Garden #2	Garden located between the Lot B structure vehicle exit and lot B surface lot vehicle exit	3,493 SF			X		X	X	X
C01	Cell Phone Lot - Bushes	Bushes surrounding exterior of Cell Phone Lot	1,978 SF			X			X	X
C02	Cell Phone Lot - Grass	Grass area located along perimeter of Cell Phone Lot	433 SF				X			X

#	Location Name	Description	Estimated Square-footage	Trees	Planters	Shrubs/ Bushes	Grass	Flowers / Other Vegetation	Gravel / Mulch / Other	Irrigation
C03	Cell Phone Lot - Garden Area Near Airport Entrance (North)	Garden containing Airport Monument located at the Northwest corner of Lakewood Boulevard and Donald Douglas Drive intersection	1,388 SF	X		X		X	X	X
E01	TNC Lot - North Monument Garden and Garden along	Garden area on the northside of the TNC Lot and grass along Donald Douglas Drive	2,507 SF	X		X	X	X	X	X
E02	TNC Lot - Bushes	Bushes surrounding the perimeter of the TNC Lot	3,230 SF			X			X	X

**Note:** All areas listed above may have exact square-footage, landscaping, vegetation, soil composition and irrigation systems and are all subject to change. Bidders are responsible for verifying the existing landscape of these areas to propose on the cost of work necessary to maintain the landscape. It should be noted that the completion of the Phase II Terminal Area Improvements and other projects currently underway may impact the list. The Airport reserves the right to add, remove, or change any areas at any time for any reason.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Exhibit D**

### **Airport Rules & Regulations**

## **1.0 Applicability**

These Airport Rules and Regulations have been adopted and approved by the City of Long Beach. The following Rules and Regulations shall apply within the boundaries of the Long Beach Airport.

### **1.1 Violation of Rules**

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of these Rules and Regulations or any lawful order issued pursuant thereto may be fined, denied use of the Airport, or both, by the Airport Manager or his representative, in addition to the penalties prescribed by any federal, state or local authorities.

### **1.2 Severability**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of these Rules and Regulations or any part thereof, is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity or effectiveness of the remaining portions of these Rules and Regulations.

If the application of any provision or provisions of these Rules and Regulations to any building, sign or other structure, or parcel of land is found to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to the property or situation immediately involved in the controversy, and the application of any such provision to other properties and situations shall not be affected.

### **1.3 Interpretation**

In the event that an interpretation of any provision of these Rules and Regulations is required, the Airport Manager shall render such interpretation, and his/her determination shall be considered as final authority on the matter.

## **2.0 General**

This section establishes certain conditions relating to the use of Airport facilities, including the conditions, limitations and restrictions on commercial activities and personal conduct and behavior applicable to all persons.

Written operating procedures issued by the Airport Manager may be considered as addenda to these Rules and Regulations, and hereby incorporated as part of these Rules and Regulations as though fully set forth herein.

### **2.1 Emergencies**

When an emergency affecting the health, welfare and/or safety of persons and/or property exists at the Airport, the Airport Manager shall be empowered to take any action which, in

his discretion and judgement, is necessary or desirable to protect persons and property and to facilitate the operation of the Airport.

During an emergency the Airport Manager may suspend these Rules and Regulations, or any part thereof; and may in addition, issue such orders, rules and regulations as may be necessary including, but not limited to (1) restricting airfield access (2) closing operational surfaces, etc.

## **2.2 Use of Airport Roadways and Walkways**

No person shall travel on any portion of the Airport except upon the roadways, walkways or places provided for the particular class of traffic; nor occupy the roadways or walkways in an unsafe manner, or in such a manner as to hinder or obstruct their proper use. All persons shall abide by all posted speed and other limitations.

## **2.3 Personal Conduct**

No person shall enter or remain on Airport property, do or omit to do any act, if the doing or omission thereof endangers unreasonably or is likely to endanger unreasonably, persons or property.

## **2.4 Commercial Activity**

No person shall enter or remain on Airport property exclusive of leaseholds and buy, sell, peddle, or offer for sale or purchase any goods, merchandise, property or perform services (including surveys) of any kind whatsoever, on or from Airport property, without the express written consent of the Airport Manager.

LBMC Title 16, Chapter 16.44.040

## **2.5 Firearms**

No person except authorized peace officers, post office and customs employees, members of the armed forces of the United States on official duty, or other properly authorized persons shall carry firearms or explosives at the Airport without permission as stated in Federal Aviation Regulations 1542 and 1544.

## **2.6 Advertisements**

No person shall post, distribute, or display signs, circulars, printed or written matter of an advertising nature at the Airport, without the express written consent of the Airport Manager and in such manner as the manager may prescribe.

## **2.7 Lost and Found Articles**

Any person finding lost articles at the Airport shall deposit them with the Security Office. Articles unclaimed by the owner after 30 days will be turned over to the finder thereof, unless found by Airport Bureau employees, in which case items will be turned over to LBPD for auction sale or donated to charity.

## **2.8 Litter and Refuse**

No person shall place; discharge or deposit in any manner, paper, trash, rubbish or other refuse anywhere on the Airport, except in receptacles and other places prescribed by the Airport Manager.

All litter and refuse must be covered when transported in vehicles, and all receptacles for same must have covers and ensure against leaking, dripping, sifting or otherwise escaping of said materials.

Each tenant shall provide sufficient trash receptacles for their leaseholds.

Any unauthorized deposit of garbage, debris or refuse shall be cleaned up, or removed immediately by the depositor.

## **2.9 Tenant Conduct Regarding Unauthorized Activities**

No tenant, tenant employee, or any other employee authorized to perform any function on the Airport shall in any way assist any person to engage in any activity on the Airport which is not authorized by the Airport Manager.

## **2.10 Tenant Construction Requirements**

No on or off-leasehold tenant construction or exterior signage may commence without the prior written consent of the Airport Manager and the City. All Airfield Construction Permit provisions must be met at all times if applicable.

All tenant construction must receive prior written consent from the Airport Manager and conform to the requirements as contained in the tenant's City of Long Beach Lease Agreement.

Tenants shall obtain an Airfield Construction Permit and pay the cost of any off-site improvements, including strengthening or construction of taxiways and taxilanes when such improvements are exclusively beneficial to the tenant.

Tenants shall also repair at their cost and expense any off-site damage, including damage to any runway, taxiway, or taxilane resulting from the tenants' use of the premises. Any such repair or construction shall be done in consultation with the Airport Manager after receiving written consent from the Airport Manager for such construction.

### **2.11 Damage to Airport Property**

No person shall destroy or cause to be destroyed, injure, damage, deface, or disturb Airport property.

### **2.12 Abandoned Personal Property**

No person shall abandon any personal property on public areas of the Airport. The registered owner of any abandoned aircraft or vehicle shall be held liable. Abandoned aircraft, vehicles or equipment shall be removed at the owner's expense, inclusive of storage fees incurred.

### **2.13 Smoking**

No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flames in or upon any fuel storage area, within 50 ft. of active fueling areas, aircraft movement areas, passenger or cargo ramp and apron areas, aircraft parking areas, or any open deck, gallery or balcony contiguous to and overlooking any such area, or in any other place where smoking is specifically prohibited by signs.

LBMC Chapter 8.68.010

## **3.0 Aircraft Operations**

This section covers restrictions on aircraft operational procedures and other activities in the Air Operations Areas (AOA) of the Airport.

### **3.1 Operation of Aircraft**

All persons shall operate, service, maintain, and repair aircraft in conformity with rules and regulations as set forth by the Federal Aviation Administration and State Aeronautics Board. No person shall work on or park an aircraft on or adjacent to any active taxiways or runways without prior approval from Airport Operations/Security.

All parked aircraft shall be within the boundary lines of the tenant's leasehold.

During the hours that the control tower is closed (23:45-06:15 local), all aircraft shall broadcast on Common Traffic Advisory Frequency (CTAF) their intentions, identifying number, and location.

Aircraft shall not land/take off on runways designated as closed either by NOTAM or Noise Abatement ordinance.

### **3.2 Aircraft Incident/Accident Reporting**

The pilot or operator of any aircraft involved in an incident or accident causing personal injury or property damage shall, in addition to all other reports required to be made to other agencies, make a prompt and complete report concerning said incident or accident to the Airport Manager.

### **3.3 Disabled Aircraft**

Any owner, lessee, operator or other person having the control, or the right of control of any disabled aircraft on the Airport shall be responsible for the prompt removal and disposal thereof, and any or all parts thereof, subject, however, to any requirements or direction by the National Transportation Safety Board, the Federal Aviation Administration, or the Airport Manager that such removal or disposal be delayed pending an investigation of accident.

Any aircraft determined by the Airport Manager to be wrecked or in derelict condition shall be placed inside a hangar or screened fence, or removed from the Airport.

Any owner, lessee, operator or other person having control, or the right of control, of any aircraft does, by use of the Airport, agree and consent, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that the Airport Manager may take any and all necessary action to effect the prompt removal or disposal of disabled aircraft that obstructs any part of the Airport; that any costs incurred by or on behalf of the Airport for any such removal or disposal of any aircraft shall be paid to the removal company; that any claim for compensation against the City of Long Beach and any of their officials, agents or employees, for any and all loss or damage sustained to any such disabled aircraft, or any part thereof, by reason of any such removal or disposal is waived, and that the owner, lessee, operator or other person having control, or the right of control, of said aircraft shall indemnify, hold harmless and defend the City, the Airport Bureau, and all of their officers, agents and employees, against any and all liability for injury to or the death of any person, or for any injury to any property arising out of such removal or disposal of said aircraft.

No disabled aircraft may be left unattended or abandoned on any active Airport area.

### **3.4 Airfield Control**

The Airport Manager shall have the right at any time to close the Air Operations Area or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to refuse takeoff permission to aircraft, and to deny the use of the Airport or any portion thereof to any specified class of aircraft or to any individual or group, when he considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport.

If the Airport Manager determines the condition of the Air Operations Area or any part thereof to be unsafe for landings or takeoffs, he shall issue a Notice to Airmen (NOTAM) closing the Air Operations Area or any part thereof.



In the event of an aircraft accident or incident on Airport property, access to the accident scene shall be controlled by the Airport Manager.

### **3.5 Maintenance Run-ups**

All maintenance run-ups of aircraft engines shall be performed in the run-up areas and on leased premises designated for such purposes by the Airport Manager. Maintenance run-ups are permitted during the hours specified in the Airport Noise Control Ordinance. Aircraft engines shall not be operated during refueling or defueling operation or during a fuel spill unless otherwise approved by the Long Beach Fire Department and the Airport Manager.

### **3.6 Taxiing or Moving Aircraft on Operational Areas**

No aircraft shall be taxied, towed, or otherwise moved on the Airport in a careless or negligent manner or at a speed or in a manner that would unreasonably endanger persons or property.

No aircraft may be taxied or towed on a taxiway, runway or other movement area without appropriate clearance from the Control Tower.

Aircraft with inoperative radios shall be escorted in movement areas by a vehicle in radio contact with the Control Tower.

An arriving aircraft with inoperative radios may be controlled by light signals from the Control Tower. A departing aircraft with inoperative radios must receive prior permission from the Control Tower to receive light signals, or shall be escorted by a vehicle in radio contact with the Control Tower.

Except where taxilane and perimeter road are co-located, no aircraft shall be taxied, towed, or otherwise moved on the perimeter road unless prior approval is obtained from the Airport Manager.

### **3.7 Power-Back Operations**

Power-back operations are not permitted on the air carrier ramp without prior approval of Airport Manager.

### **3.8 Touch-and-Go Training Hours**

Touch-and-go training is allowed under the conditions prescribed in the Airport Noise Compatibility Ordinance.

LBMC Chapter 16.43.06

### **3.9 Use of Unsafe Areas**

No aircraft shall use any part of the airfield, apron, ramp, taxiways, runways or other areas designated as unavailable or unsafe.

### **3.10 Terminal, Ramp and Gate Restrictions**

Aircraft operators shall not use Terminal ramp/gate facilities without prior permission from the Airport Manager.

### **3.11 Air Carrier, Charter Passenger Enplaning and Deplaning**

All aircraft shall be loaded or unloaded, passengers enplaned or deplaned, in areas designated by the Airport Manager.

All passengers shall be channeled through designated routes to and from the terminal buildings.

There shall be no enplaning or deplaning of passengers when aircraft engines are operating on the same side of the aircraft from which passengers are enplaning or deplaning

### **3.12 Aircraft Operations**

Aircraft are authorized to land and takeoff only from the designated operational areas of the Airport.

A qualified pilot or mechanic must be in the cockpit and at the controls of the aircraft when an aircraft engine is operating.

Operating aircraft engines inside a hangar is prohibited.

No aircraft may land or takeoff from the Airport unless it is equipped with a functioning two-way radio on a frequency to maintain communications with the Control Tower unless prior permission was received from the Federal Aviation Administration. In the event of an in-flight radio failure, an aircraft may land under direction of light signals from the Control Tower.

The aircraft's rotating beacon shall be on when the engine is running.

Helicopters shall have braking devices or rotor mooring tiedowns applied to the rotor blades when securing the aircraft between flights.

Banner tow operators must receive approval from the Airport Manager prior to conducting banner tow operations at the Airport. Banner pick-up and drop shall be conducted only in areas designated by the Airport Manager.

Airship operators must receive prior approval to operate or moor at the Airport. Mooring sites are available by reservation through the Airport Safety office. All drivers of airship

support vehicles must hold Airport driving permits, or be escorted when operating on the AOA.

### **3.13 Compliance**

The Airport Manager shall have authority to deny the use of the Airport to any aircraft or pilot violating local, state or federal regulations.

## **4.0 Motor Vehicle Operations**

This section specifies the general required operating procedures for all vehicles at the Long Beach Airport within the AOA.

### **4.1 Operation of Motor Vehicles**

Unless authorized by the Airport Manager no motor vehicles shall be operated on the Airport premises except on roadways, parking areas, or other areas which are specifically designated for such vehicles.

All vehicles operated on the AOA shall display required identifying markings, placards and signage at all times.

Vehicles shall be parked only in the manner prescribed by the Airport Manager and as indicated by posted signs on the Airport premises.

No leasehold vehicles shall be parked off leasehold.

### **4.2 Vehicle Operating Rules**

All employees are responsible for the equipment they are driving and may be personally cited for failure to comply with these Rules and Regulations and applicable vehicle codes. Under all conditions, aircraft shall have the right-of-way over all vehicles.

All vehicles shall yield the right-of-way to emergency equipment responding to an emergency.

Included are aircraft rescue and fire fighting equipment, other fire trucks, security vehicles, operations vehicles or vehicles displaying a red flashing beacon.

No vehicle may be driven onto the AOA without first obtaining permission from the Airport Manager.

Vehicles being driven onto the AOA shall be equipped for two-way radio communication with the FAA Control Tower and have a flashing beacon on top or be escorted by another vehicle so equipped.

Only vehicles, equipment, and personnel who have prior authorization by the Airport Manager may operate on runways, taxiways and movement areas, or cross runways and taxiways.

Under no circumstances shall any vehicle operate on or cross a runway, taxiway, or any movement area unless permission from the Tower is granted. Vehicles requiring an escort must be escorted by Airport Security, Operations, or authorized company vehicles, equipped with two-way radio, and in constant radio communication with the FAA Control Tower.

Fuel trucks shall NOT operate on taxiways or runways and shall NOT cross runways at any time unless authorized by the Airport Manager.

Motorcycles, bicycles and pedestrians are not authorized to travel the perimeter road or on the AOA.

Any accident involving an aircraft and vehicle shall be immediately reported to Airport Operations/Security.

For night operations, all headlights, taillights, and running or clearance lights on all vehicles shall be in proper working order. The vehicle driver shall be responsible for the proper operation of such lights. Rear shining spotlights or other similar lights shall be in the off position when driving on ramps or service roads.

Each vehicle shall enter the Airport by authorized means (i.e., padlock key or gate card key that is obtained from the leaseholder that controls that gate; or a card key or electronic opener that operates Airport controlled gates and are issued by Airport Security). Any other means of entry shall be deemed unauthorized.

Each individual having access to restricted areas is responsible to ensure that his/her operation does not result in debris being left in aircraft operation areas which might be the source of FOD damage.

The maximum number of baggage carts in a single train shall not exceed five (5) empty or four (4) full.

It is unlawful to load a vehicle, cart, or truck so as to create a hazard by allowing articles to fall off of the vehicle as it travels on service roads or ramp areas.

Vehicles must have an approved seat for each passenger.

#### **4.3 Parking Time Limits and Tow-Away Zones**

It is unlawful for any person to park or leave standing any vehicle, whether occupied or not, for a period in excess of such time limits as are designated by appropriate signs.

Vehicles parked in violation of these rules are subject to citation, fine, and/or towing at the owner's expense.

#### **4.4 Negligent Operation**

No person shall operate any vehicle in a careless or negligent manner or in disregard for the safety of others.

Except for aircraft and authorized emergency vehicles, it is unlawful for any person to operate or drive any vehicle on the following areas of the Airport faster than the following speeds:

- The speed limit in **all portions of the Airport or AOA** authorized to public vehicular traffic is twenty-five (25) miles per hour unless otherwise posted.
- The speed limit on the ramp area is ten (10) miles per hour; five (5) miles per hour in the vicinity of aircraft.
- At all times, vehicle speed shall be no greater than is reasonable and prudent, consistent with existing traffic conditions, night lighting, and weather conditions.
- All vehicles shall be driven in a safe manner and stop at all stop signs.

#### **4.5 Authorized Vehicles on the Air Operations Area**

Access to and driving in the AOA is subject to prior approval by the Airport Manager.

#### **4.6 Airport Driver Permit**

No vehicle shall be operated on the AOA unless the following conditions are met:

- The driver is licensed to operate such vehicle as required by the Department of Motor Vehicles of the State of California.
- In addition, unless otherwise authorized by the Airport Manager, the driver must be licensed by the Airport to operate a vehicle on the AOA and be in possession of said driver permit.
- No person may operate any vehicle on the AOA prior to obtaining an Airport driver permit unless accompanied by a Long Beach Airport permitted driver for training purposes.
- The driver permit shall be valid until the expiration date listed on the employee's state driver license, and shall be renewed through the Airport Operations Office when the state driver license is renewed.
- The privilege to drive on active ramp areas and portions of the airport may be revoked if the driver receives more than three moving violations within one calendar year. If the violation is of a serious nature, driving privileges may be revoked as a result of one incident.
- If revoked, the driver permit may be reinstated by the joint approval of the Chief of Security, Airport Operations Officer and the company manager.

#### **4.7 Driver Training and Testing**

Every driver/applicant who operates a vehicle on the AOA of the Airport must be familiar with the pertinent provisions of the State of California Vehicle Code and, the traffic and licensing subsections of these Rules and Regulations. The driver must have been trained in the vehicle to be operated.

A minimum of eight supervised hours of practical driver training behind the wheel on the AOA is required prior to the testing of the applicant for issuance of the Airport Driver Permit.

Experience driving on other Airports may be substituted for some of the 8 hours. Note: **Training should include driving on roadways, access lanes and ramp/apron areas.** The applicant shall take and pass a written driving test prior to being issued a permit. The Airport Manager may require a practical demonstration of driving ability.

Individuals renewing their Airport Driver's Permit are required to take and pass a written driving test.

#### **4.8 Vehicle Identification**

Each vehicle operated in or upon the AOA must display a Long Beach Airport decal attached to the left side of the bumper.

Each vehicle operating on the AOA shall have an approved logo or company name displayed on both sides of the vehicle. For vehicles having front doors, the identification shall be located on the front door panels. Magnetic or temporary identification panels are acceptable.

Identifying logos shall be large enough to be readily visible from a distance of 100 yards.

#### **4.9 Escorted Driving on the Air Operations Area**

Drivers without an Airport driver permit shall not drive on the AOA unless guided by an escort vehicle authorized by the Airport Manager.

Permission must be obtained from the Airport Security Office prior to escorting any vehicle onto the AOA when such vehicle does not have a current and valid Airport Motor Vehicle Operating Permit.

No more than two vehicles may be escorted at one time.

A vehicle not otherwise permitted, but temporarily authorized, to operate in the AOA may be required to display an orange and white checkered flag during daylight hours and yellow lights after sunset.

#### **4.10 Vehicle and Equipment Condition**

All equipment shall be operated in accordance with City and state laws, codes and these Airport Rules and Regulations.

Airport Operations, Security, and Fire Station 16, are authorized to inspect and declare unfit for use on Airport property, any vehicle or piece of equipment that does not comply with applicable rules and regulations, codes, and laws. Prior to declaring any vehicle or equipment unfit, the matter will be discussed with the appropriate manager/supervisor of the company involved.

Equipment not in use shall be parked in designated areas with the parking brake set, engine and lights off and transmission in park. In addition, cart tongues shall be placed in the upright position to engage the brakes. All equipment shall have brakes set and/or chocks in place.

No person shall work on or park a vehicle adjacent to or on any active taxiways or runways without prior approval from Airport Operations/Security.

Vehicles or equipment in a wrecked or inoperable condition shall not be parked on the Airport.

No disabled vehicle may be left unattended or abandoned on any active Airport area (except to seek assistance), unless parked in an authorized parking area.

#### **4.11 Ramp and Apron Operations**

Except for vehicles in the act of servicing aircraft, no vehicle may drive under any portion of an aircraft.

When driving by a parked aircraft, minimum clearance from any portion of the aircraft is twenty (20) feet.

A vehicle guide person is required any time the driver's vision is limited or obscured due to obstructions, load, equipment, etc.

At no time shall a vehicle be driven within less than a safe distance appropriate to aircraft type from the intake or exhaust of a jet when the engines are running.

At no time during enplaning or deplaning of passengers shall a vehicle be driven between an aircraft and a loading gate.

When an aircraft's engines are operating, ground personnel shall be present in a position to provide direction to other vehicles.

Vehicle operators shall follow signals/instructions of ground personnel.

Unless directed by ground personnel, no vehicle shall be driven behind an aircraft pushing back from a gate.

Equipment not required for aircraft servicing shall be removed from aircraft gates.

## **5.0 Fire and Safety**

All fire and fire-related safety provisions of these Rules and Regulations, including provisions concerning hazardous materials, shall be in accordance with applicable sections of the Uniform Fire Code, and/or the National Fire Protection Association's Codes and Standards, and those of the Long Beach Fire Department.

### **5.1 Handling of Explosives**

Class A explosives and explosives not acceptable for transportation under applicable Federal Regulations are not permitted on the Airport.

### **5.2 Handling Hazardous Materials**

No person shall store, keep, handle, use, dispense, or transport at, in, or upon the Airport, any explosives, blasting agents, flammable liquids, combustible liquids, flammable solids, oxidizers, organic peroxides, corrosive materials, flammable gases, nonflammable gases, Class A or B Poisons, irritating materials (ORM A, B, C, D and E), or cryogenic liquids at such time or place or in such manner or condition as to endanger unreasonably or as to be likely to endanger unreasonably persons or property. For purposes of this hazardous class scheme, the U. S. Department of Transportation (DOT) definitions as contained in 49 CFR Parts 171-177 shall be utilized.

The following controls and procedures are required for handling hazardous materials:

- Hazardous materials shall be handled by designated personnel only.
- Applicable hazardous materials placards shall be posted.
- Procedures must be provided for storage and handling of the following: fuel, hydraulic fluid, oil, de-icing fluid, detergents, and solvents. The procedures shall contain at least the following:
  - A list of the hazardous waste associated with the operation.
  - Copies of Material Safety Data Sheets for each of the materials listed above.
  - A list of personnel responsible for the handling of hazardous waste and their duties.
  - Procedures for the storage of hazardous waste including maps indicating storage areas.
  - A list of equipment and materials used in the handling of hazardous waste.
  - Procedures for the containment, clean-up and disposal of hazardous waste.
  - A list of the licensed hazardous waste haulers contracted with for the disposal.



### **5.3 Fire Extinguishers and Related Equipment**

Fire extinguisher equipment and fire alarms at the Airport shall not be tampered with at any time, nor used for any purpose other than fire fighting or fire prevention. All such equipment shall be inspected in conformity with National Fire Protection Association Regulations. Tags showing the date of the last inspection shall be attached to each unit.

### **5.4 Reporting Fires**

Any person observing any unattended or uncontrolled fire on Airport premises shall immediately report it directly to the Long Beach Fire Department at 9-1-1. No person shall make any regulation or order, written or verbal, that would require any person to take any unnecessary delaying action prior to reporting such fire to the Long Beach Fire Department.

### **5.5 Fueling Operations**

The NFPA standards titled "Aircraft Fuel Servicing" #407, governing the operation of aircraft fueling and storage are hereby made part of these Airport Rules and Regulations.

No aircraft shall be fueled or have fuel drained from it while the aircraft engine is running, unless specifically authorized by the Airport Manager and Long Beach Fire Department. All such operations must conform to NFPA 407 standards governing such operations.

Smoking or lighting of an open flame is prohibited within fifty (50) feet of any fueling operation.

No fueling operations shall be conducted within fifty (50) feet of any building.

No person shall conduct fueling operations when lightning is visible in the vicinity of the Airport.

Aircraft fueling operators shall not leave the fueling unit unattended while it is pumping fuel into the aircraft.

An aircraft and fueling unit must be properly grounded and bonded prior to fueling operations to prevent the possibility of fire or explosion due to discharge of static electricity.

Fueling of aircraft parked on runways, taxiways or the perimeter road is prohibited.

When parked, refueling vehicles shall be positioned for immediate drive away or towing, and a clear space of not less than 10 feet shall be maintained between the vehicle and any other parked or moving vehicle.

All fueling on the Airport must be conducted by authorized fuel service providers, unless specifically authorized by the Airport Manager and the Long Beach Fire Department. Such

authorization to conduct "self fueling" shall conform to the applicable standards in NFPA 407.

#### **5.6 Dangerous Conditions Prohibited**

The following acts are prohibited while fuel is being put into or removed from any aircraft:

- Start or operate any engine on the aircraft unless specifically authorized by the Long Beach Fire Department and the Airport Manager.
- Allow any fuel to overflow any fuel tanks or container.
- Use or move any material which might cause a discharge of static electricity within fifty (50) feet of the aircraft.

#### **5.7 Storage Approval Required**

No person shall store gasoline or other flammable substances in an unsafe manner on the airport, above or under the surface of the ground.

#### **5.8 Orderly Premises**

Tenants and their employees are required to keep their premises clean and clear of rubbish, junk, debris, and unsightly objects. All tenants shall keep all floors and walls of the building or premises free and clear of oil, grease, or other flammable substances, and shall maintain and regularly empty suitable covered metal rubbish containers.

All trash, debris and rubbish shall be disposed of in an appropriate manner.

#### **6.0 Airport Operating Permit or Landing Fee Agreement**

Commercial aircraft activity at Long Beach Airport is subject to the following conditions and restrictions.

#### **6.1 Commercial Use Permit**

No person shall use the Airport for the carrying on or conduct of commercial aviation or the carrying of passengers, freight, express mail, or for student instruction, communications or any other commercial purpose without prior written approval from the Airport Manager, unless operating as a sub-tenant to an Airport leaseholder. Excepted from this requirement are instructional flights originating from another airport.

Notwithstanding the above, any operator of regularly scheduled air carrier operations at the Airport must secure a written agreement with the Airport Manager prior to commencing regularly scheduled operations at the Airport.

#### **7.0 Airport Security**

The regulatory provisions of the Airport's Security Program are established by Municipal Codes, Administrative Orders of the Director, Department of Public Works, directives issued by the Airport Manager and provisions of Federal Aviation Regulations 14 CFR Parts 1542, 1544, and 139.

#### **7.1 Designation of Airport Areas**

Long Beach Airport is broadly divided into two security-related categories designated as Restricted Areas and the Security Identification Display Area.

Restricted Areas:

Restricted areas are those parts of the Airport so designated and posted by the Airport Manager under the authority of the F.A.A. No person shall enter any restricted area except those who are duly authorized by the Airport Manager. The AOA in its entirety is a Restricted Area.

SIDA:

The Security Identification Display Area (SIDA) is that portion of the terminal building and air carrier aircraft parking ramp subject to FAR 1542.207 access control requirements.

#### **7.2 Security Requirements**

All persons using the Airport are subject to the Security Program pursuant to Part 1542 of the Federal Aviation Regulations.

Air carrier tenants must have an approved security, safety and passenger handling program. Only personnel and vehicles, properly identified by the Airport are authorized access to the SIDA.

Leaseholders are responsible for ensuring the security of leasehold boundaries.

#### **7.3 Restricted Area Entry/Exit Points**

Leaseholders are responsible for any and all vehicles and their occupants, or pedestrians that gain entry onto the Airport through their gates.

All gates, including sliding doors in baggage claim area, shall be closed and re-locked immediately after use. Any gate or door observed open should be secured, or, if broken, reported to Airport Security.

#### **7.4 Security Identification Display Area**

Approved Airport Identification Badges must be worn at all times in the SIDA.

This requirement applies to law enforcement officers and all other persons who access the SIDA.

An escort is required for anyone not having a permanent Airport ID Badge.

The only exceptions to the Airport's badge display requirement are flight crews in the vicinity of and while transiting to their aircraft, and FAA Aviation Safety Inspectors in possession of FAA Form 8000-39. In the case of flight crews, company identification shall be displayed.

Each individual holding an identification badge allowing access to the SIDA shall challenge, and refer to Airport Security, any individual not displaying appropriate identification.

#### **7.5 Lost or Stolen Identification Cards**

Lost or stolen identification badges shall be promptly reported to Airport Security. Air carriers and other tenants whose employees have been issued SIDA badges shall immediately notify Airport Security when an employee is fired or otherwise ceases to be employed by the tenant.

The tenant shall be responsible for collecting identification badges and all access media from employees who have ceased employment with the tenant. In the event that the tenant is unable to collect such media, he shall immediately notify Airport Security.

#### **7.6 Escort/Aircraft Ownership**

An individual requesting escort of an aircraft must show proof of ownership of that aircraft, or otherwise demonstrate that he is acting on behalf of the owner.

#### **7.7 Airport Security Compliance**

No person shall willfully refuse to comply with any lawful order, direction, or signal of an Airport Security Officer.

#### **8.0 Noise Control or Abatement**

All aircraft operations shall abide by the provisions of the Noise Compatibility Ordinance of the Long Beach Municipal Code.

LBMC Chapter 16.43

#### **9.0 Minimum Standards**

This section describes the Minimum Standards for Commercial Aeronautical Activities conducted at Long Beach Airport.

## **9.1 Background**

The purpose of "Standards for Commercial Aeronautical Activities" is to promote fair competition at public airports and not to expose those who have undertaken to provide commodities and services to irresponsible competition. Prudent airport owners will adopt and enforce minimum standards to be met by those who propose to conduct commercial aeronautical activity. Such standards, by expressing minimum levels of service that must be offered, relate primarily to the public interest, but appropriate requirements uniformly applied also discourage substandard enterprises, thereby protecting both the established aeronautical activity and the airport patrons.

The following minimum standards and requirements for commercial aeronautical activities have been established in the public interest for the safe and efficient operation of the Long Beach Airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the U.S. Department of Transportation Regulations; and to assure all lessees and potential lessees the availability of airport property on fair and reasonable terms and without unjust discrimination.

FAA Advisory Circulars 150/5190-1A, "Minimum Standards for Commercial Aeronautical Activities on Public Airports," and 150/5190-2A, "Exclusive Rights at Airports," have been used to provide guidance in the preparation of these standards.

## **9.2 General**

Regarding all of the below-mentioned specific activities, it shall be understood that the following general minimum standards shall apply:

- 9.2.1** All applicable federal, state and local laws, including building codes and City of Long Beach business licensing requirements, shall be met.
- 9.2.2** Insurance coverage for the particular use shall be provided pursuant to contract requirements.
- 9.2.3** The purveyor of aeronautical activity shall operate with a lease, sublease, license, agreement and/or permit issued by the City of Long Beach, with facilities located in an area designated by the City.
- 9.2.4** The purveyor of aeronautical activity shall provide adequate employee and customer vehicle parking pursuant to applicable jurisdiction guidelines or as otherwise addressed in the minimum standards.
- 9.2.5** The purveyor of aeronautical activity shall conform to City of Long Beach rules, regulations, and ordinances.

- 9.2.6** All charges for services on the airport shall be reasonable, equally and fairly applied to all users of the services.
- 9.2.7** All tenants, permittees, operators and licensees shall pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.
- 9.2.8** All contracts and leases between tenant and the City shall be subordinate to the provisions of any existing or future agreement between the City of Long Beach and the United States government, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport properties.
- 9.2.9** Unless otherwise specified by agreement, no tenants shall sublease or sublet any premises leased by such operator from the City, or assign any such lease, without the prior written approval of the City, and any such subletting or assignment shall be subject to all of the minimum standards herein set forth.
- 9.2.10** In the event the tenant sublets any portion of his lease, the sublessee shall agree to assume the full obligations of the lease as set out herein and shall agree to fully cooperate with the City in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the City as it relates to the enforcement of these standards.
- 9.2.11** In the event that the lessee, permittee, operator, licensee, or sublessee fails to comply with the reasonable requests or direction of the City as it relates to these standards, said lessee or sublessee shall be in default. If said default continues for more than 30 days after written notice of said default; the City may terminate the agreement. Said lessee is responsible for the performance of the sublessee, or for other activities taking place on lessee's designated leasehold property.
- 9.2.12** The City reserves the right to take any actions it considers necessary to protect the aerial approaches to the Airport against obstructions, together with the right to prevent any tenant from erecting, or permitting to be erected, any building, sign, or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 9.2.13** The provisions of these standards shall in no way negate or cause to be null or void existing leases with tenants at the Long Beach Airport. Upon the adoption of these standards, any new leases entered into and any amendments to existing leases shall be in accordance with the standards, unless otherwise specified by agreement.
- 9.2.14** The City reserves the right to enter upon any premises leased to tenants at reasonable times for the purpose of making such inspections as it may deem necessary to ensure

proper enforcement of these minimum standards and for the proper enforcement of any covenant or condition of any tenant's contract or lease agreement.

**9.2.15** Only the uses specified in an authorizing lease, license, agreement or permit may be performed, and such uses are authorized only when conducted by the tenant or a subtenant. All other business activities engaged in, on, or from the leasehold premises involving provision of services or products to parties other than tenant or an approved subtenant for financial gain are prohibited. Said prohibition shall be enforced by tenant.

**9.2.16** Airport property shall be available for any aeronautical uses consistent with the Standards for Commercial Aeronautical Activities and the adopted Airport Land Use Plan. However, the City of Long Beach retains the right, as Airport proprietor, to attempt to lease an available building or area as one parcel (rather than to several tenants with smaller lease parcel sizes), provided that such activity shall not be done for the purpose of excluding any individual(s), but merely to reduce lease administrative costs and other problems relative to multiple tenancy buildings. City shall not unreasonably withhold the right to sublease for uses which conform to the Land Use Plan and Standards for Commercial Aeronautical Activities.

**9.2.17** The City reserves the right to change these standards from time to time, based on changing requirements. Such changes shall be accomplished for the purpose of not unduly discriminating against an individual/business or group of individuals/businesses.

### **9.3 Aeronautical Activities**

#### **9.3.1 Based Aircraft Flight Instruction**

Providers of flight instruction shall hold FAA and state certification where applicable.

Provider shall have an on-Airport office space and telephone.

Restroom facilities within reasonable walking distance of office space shall be provided.

Provider shall have parking (customer & employee vehicles) available consistent with local jurisdiction guidelines.

#### **9.3.2 Aircraft Sales**

The business shall maintain an on-Airport office space.

The business shall hold licenses as required by other governmental agencies. Aircraft owners selling their own airplane and exempt from state sales licensing requirements are considered exempt from these requirements.

### **9.3.3 Aircraft Storage**

Tiedown spaces shall be designed to provide for no aircraft overlap.

Adequate tiedown hardware shall be provided for wing and tail tiedowns.

For taxilanes used by aircraft under power, minimum taxilane widths consistent with FAA Advisory Circular 150/5300-13, "Airport Design" shall be provided unless otherwise approved by the Airport Manager.

Taxilanes shall be marked in accordance with the standards set forth in FAA Advisory Circular 150/5340-1G, "Standards for Airport Markings."

### **9.3.4 Aircraft Storage Hangars**

No commercial operations shall be conducted out of a hangar unless authorized in writing by the Airport Manager.

Storage of marine craft or other vehicles not required to support aviation activity is not permitted.

### **9.3.5 Aircraft Maintenance and Repair**

All Aircraft repairs must be made in accordance with FAA standards.

Purveyor must provide an on-Airport office and hangar or tiedown area for parking of customer aircraft.

Performing maintenance on an aircraft parked beyond the boundary lines of tenant leasehold or FBO is prohibited.

### **9.3.6 Fuel/Line Service**

For full-service fuel facilities, fuel & service shall be available by staffed fuel providers between the hours of 7:00 a.m. and 7:00 p.m. Fuel shall be available through a posted call-up number 24 hours/day, 365 days/year, for a reasonable call-up fee and a response time not to exceed 30 minutes.

For self-service facilities, fuel shall be available 24 hours per day. The facility shall provide on-call response 24 hours per day. Response time shall not exceed 30 minutes.

Fuel facilities shall be staffed during all fuel deliveries.



An on-Airport refueling truck or service island shall be in operating condition at all times that fuel is required to be available, and meet all applicable building and fire codes.

Purveyor shall provide below ground minimum storage capacity (applies to new fuel facility construction where fuel is to be sold on a retail basis) of 20,000 gallons for each grade for aviation use, unless otherwise authorized by the Airport Manager.

#### **9.3.7 Aircraft Rental**

The purveyor shall maintain an on-Airport office and adequate assigned tiedowns or inside storage areas for rental aircraft.

Restroom facilities within reasonable walking distance of office space shall be provided.

#### **9.3.8 Radio and Electronics Sales and Service**

Purveyor shall hold required FAA and FCC licenses.

Purveyor shall maintain on-Airport shop/office spaces for storage of customer aircraft.

#### **9.3.9 Flying Clubs (Non-Profit)**

The flying club shall be a non-profit corporation or partnership.

The aircraft shall be owned or leased by the club.

The club may not offer or conduct charter, air taxi, rental, or flight instruction, and only members of the flying club may operate the aircraft.

The club shall not permit its aircraft to be used for giving flight instruction to any person, including club members, when such person pays or becomes obligated to reimburse for such instruction, except when instruction is given by a lessee or permittee authorized by the City to give such instruction.

Exceptions are permitted to the above when flight instructors or mechanics are club members. They may perform instruction/maintenance/repair where compensation is limited to credit against payment of dues or flight time.

#### **9.3.10 Aircraft Charter**

Adequate sheltered waiting area shall be provided within 500 feet of the loading ramp.

The waiting area shall be of sufficient size to hold the passenger load for the type of aircraft and meet applicable Fire Codes regarding occupancy load.

Restrooms shall be available at the waiting area.

Adequate vehicle parking spaces shall be provided on-site in accordance with LBMC Chapter 21.41.

The operator shall hold all applicable FAA and DOT licenses and/or certificates.

The operator shall provide adequate ground handling equipment for type aircraft.

The operator shall provide public telephones within reasonable distance of waiting area.

No publicly scheduled operations or public charters with a scheduled frequency of five flights or more per week are permitted except at the main terminal building.

#### **9.3.11 Scheduled Airline Operations**

Scheduled airline operators are those companies operating publicly available (or advertised) scheduled flights with a frequency of five flights or more per week using aircraft with a certificated maximum take-off weight equal to or greater than 75,000 lbs.

Scheduled airline operations shall be conducted solely from the Airport's terminal building and associated air carrier ramp.

The Airline operator shall provide either customer service counter personnel, a direct line customer service counter telephone, or a toll free number posted at the ticket counter from 6:00 a.m. to 11:00 p.m., and any additional hours as required to coincide with a delayed flight.

The Airline operator shall provide skycap service.

The Airline operator shall provide adequate guidance and escort between the boarding lounge gate and the aircraft door.

The Airline operator shall provide queuing stanchions, of approved type, for crowd control.

The Airline operator shall abide by the current approved Graphics Standards Manual.

The Airline operator shall utilize the pre-approved Alternate Operation Plan for diverted flights between 11:00 p.m. and 7:00 a.m.

#### **9.3.12 Commuter Operations**

Scheduled commuter operators are those companies operating publicly available (or advertised) scheduled flights with a frequency of five flights or more per week using aircraft with a certificated maximum take-off weight of less than 75,000 lbs.

Scheduled commuter operations shall be conducted solely from the Airport's terminal building and associated ramp.

The Commuter operator shall provide either customer service counter personnel, a direct line customer service counter telephone, or a toll free telephone number posted at the ticket counter from 6:00 a.m. to 11:00 p.m., and any additional hours as required to coincide with a delayed flight.

The Commuter operator shall provide adequate guidance and escort between the boarding lounge gate and the aircraft door.

The Commuter operator shall escort all unscreened passengers from the aircraft through the Security Identification Display Area (SIDA) when disembarking. Unscreened passengers shall only use exit gates authorized by the Airport Manager.

The Commuter operator shall provide queuing stanchions, of approved type, for crowd control.

The Commuter operator shall abide by the current approved Graphics Standards Manual.

The Commuter operator shall utilize the pre-approved Alternate Operation Plan for diverted flights between 11:00 p.m. and 7:00 a.m.

#### **9.3.13 Specialized Aviation Services**

Specialized aviation services include aircraft modifications (STCs), aircraft paint, aircraft upholstery, aircraft propeller service, aircraft engine component overhaul, aircraft major rehabilitation or reconstruction.

Aircraft painting, except minor touch-up painting, shall be conducted only in City approved aircraft paint booths or paint facilities.

Purveyor shall hold the required FAA certification for type work.

#### **9.3.14 Airship Operations**

Airship mooring locations shall be assigned as appropriate by airport management.

The airship operator shall be responsible for the removal of equipment in a timely manner, not to exceed 24 hours.

The airship operator shall provide ground operations and radio training to each crewmember required to operate a vehicle on the airport surface and/or communicate via radio with the ATC tower.

#### **9.3.15 Banner Tow Operations**

Each banner tow operator shall obtain a banner tow permit from the Airport Bureau.

A ground crew consisting of at least one individual is required for all banner tow operations.

Any vehicles operated on the airfield shall display Airport-required identification and markings.

Banner tow pickup/drop operations shall be conducted only in areas designated by Airport management.

#### **9.3.16 Mobile Aircraft Washing and Detailing**

Aircraft washing shall be conducted only in designated areas.

Operators must contain all water and associated discharge from washing activities. All such effluent shall be recycled or removed from the Airport.

Aircraft washing and detailing permits are not exclusive. They may be granted to others.

Aircraft washing and detailing operators shall receive written approval of lessees or permittees prior to entering their premises.

#### **9.3.17 Mobile Catering**

Mobile catering permits are not exclusive. They may be granted to others. Food catering permittees shall not operate their catering units within 300 feet of the terminal building.

Mobile caterers shall receive written approval of lessees or permittees prior to entering their premises.

# EXHIBIT “A-2”

Parkwood’s Response to RFP AP21-053



**Parkwood**

16443 Hart St  
Van Nuys, California 91406

Telephone: 818 988 9677  
Fax: 818-988-4934

Landscape Maintenance

**City of Long Beach**

**Airport Landscaping Services**  
**RFP No. AP21-053**

**Professionally Prepared by:**

**George Albanez**

**July 21, 2021**

**License # 685864**



Parkwood

16443 Hart St  
Van Nuys, California 91406

Telephone: 818 988 9677  
Fax: 818-988-4934

Landscape Maintenance

July 21, 2021

City of Long Beach  
Purchasing Division  
411 West Ocean Blvd  
6<sup>th</sup> Floor  
Long Beach, CA 90802

RE: City of Long Beach  
Airport Landscaping Services  
RFP No. AP21-053

To Whom it May Concern:

Parkwood Landscape Maintenance, Inc. was established in 1967 to provide professional landscape maintenance services for county, public works and commercial projects. We currently employ over two-hundred and fifty (250) full-time employees in our landscape maintenance division, which enables us to provide the necessary landscape maintenance and related services not just to the City of Long Beach but to other agencies as well.

Our company intends to perform this contract work as a single proposer for the City of Long Beach and will bear sole and complete responsibility for all work defined in the Scope of Work. All work will be performed in strict accordance with the specification of the RFP.

We have thoroughly reviewed all the site conditions. Our price reflects all necessary labor, equipment, and material to perform this work. We certify that the prices quoted herein have been arrived at independently without consultation, communication or agreement with other proposer or competitor for the purposes of restricting competition.

Thank you for the opportunity and confidence in our company to provide our proposal for the City of Long Beach.

Respectfully Submitted,  
PARKWOOD LANDSCAPE MAINTENANCE, INC.

George Albanez  
Business Development  
License # 685864

## **Executive Summary**

Parkwood Landscape Maintenance, Inc. was established in 1967 to provide professional landscape maintenance services for county, public works and commercial projects. Parkwood Landscape Maintenance, Inc. has extensive knowledge, skill and experience in successfully providing landscape and irrigation services for both present and past contracts of similar nature and complexity. Parkwood's clients include public transit authorities, municipalities and county park projects. Parkwood possesses the necessary experience, key personnel and equipment required to successfully perform the services outlined in the Statement of Work, meet service frequencies and stay on schedule. Parkwood Landscape Maintenance, Inc's proposed Landscape and Irrigation Team has the experience and capabilities to meet the Statement of Work requirements, frequency requirements for each site and to meet schedule deadlines. Parkwood ensures our customers that professional, trained, and safety conscious employees are provided at their properties. Our company philosophy has always been to promote within our organization to provide our employees the opportunity for growth and advancement within our firm. The majority of our employees have been with our company from three (3) to thirty-five (35) years.

## **Small Business Enterprise (SBE) Program**

Parkwood intends to meet the Small Business Enterprise (SBE) Program goal of 5.71% by subcontracting to Powerland Equipment, Inc. which is a Certified Small Business Enterprise. Parkwood shall purchase power equipment, hand tools and miscellaneous parts which will be furnished to our landscape maintenance team at the City of Long Beach Airport. See attached certified Small Business Enterprise certificate.





# CITY OF LONG BEACH

## Department of Financial Management Business Services Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099 sbe@longbeach.gov

### Certified Small Business Enterprise

**Vendor Account Number:** 198765

Susan Herrera

Powerland Equipment, Inc.

27943 Valley Center Road

Valley Center, CA 92082

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

#### *City of Long Beach*

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

<b>NAICS code(s) for which SBE status is recognized:</b> 333112
<b>SBE Certificate Effective Date:</b> 07/13/21
<b>SBE Certificate Expiration Date:</b> 07/13/24

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

**SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.**

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,  
Acting Purchasing & Business Services Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 570-5099

## **Experience and Qualifications of Firm**

Parkwood Landscape Maintenance, Inc. was established to provide complete landscape and irrigation maintenance services for public works, commercial and industrial properties. Our company has been providing professional landscape services in the Los Angeles area since 1967. Our dedicated landscape professionals and well trained field personnel provide high quality landscape maintenance services. The following list provides the qualifications of our current management team:

- **David L. Melito, President:**
  - USC – BA Business Degree 1988
  - Certified Landscape Technician
    - \*Maintenance
  - 30 years experience in all phases of landscape maintenance, tree management, and pest control.
  - Qualified Applicator License
    - \*Category B
  - See attached Resume
- **Lorenzo Gomez, Account Manager**
  - Extensive landscape field experience
  - Employed with our company for over thirty-five (35) years
  - Landscape Industry Certified Technician by the California Landscape Contractors Association*
  - See attached Resume
- **Laura Zierhut, Controller:**
  - Over thirty-four (34) years accounting experience.
  - Employed over twenty-five (25) years with our company
- **Veronica Avila, Contract Compliance Manager**
  - Employed over fifteen (15) years with our company
  - Extensive experience in contract compliance, management and billing for public works projects.
- **Yadira Alonso, Customer Service Manager**
  - Extensive experience with over eight (8) years in customer service

# DAVID L. MELITO

---

16443 Hart Street, Van Nuys CA 91406  
Tel: 818-988-9677  
Email: [dmelito@parkwoodlandscape.com](mailto:dmelito@parkwoodlandscape.com)

## EDUCATION

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University of Southern California  
Bachelor of Science Degree in Business Finance  
1988

## EXPERIENCE

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Parkwood Landscape Maintenance, Inc.  
President  
1988 - Present

- Extensive experience in operating and managing a commercial landscape business with over thirty – five (35) years experience in the industry.
- Increased sales and managed company growth from revenues of \$500,000 in 1988 to over \$27,000,000 projected income in 2020.
- METRO Rail Safety Certified
- METRO Wayside Protection certified
- California Landscape Contractor's Association:  
-Certified Landscape Technician
- Qualified Applicator License: Pest Control

# Lorenzo Gomez

---

Position Account Manager

Qualifications Over 27 years of field experience in the landscape industry. Began his career as a landscape maintenance laborer and moved up through his diligence and dedication to his position. Job duties include monitoring job sites, communication with Foreman and office staff to insure all sites are being managed and maintained of the upmost quality. Interacts with clients to insure their needs are being with the highest standards

Education Ongoing training including California Landscape Contractor industry sponsored training conferences.  
Trains teams from his specific sites on safety issues and landscape maintenance.  
Received Rail Safety Certification from METRO.  
Landscape Industry Certified Technician by the California Landscape Contractors Association

Experience Parkwood Landscape Maintenance  
1987 – 1990  
Landscape Maintenance Laborer

Parkwood Landscape Maintenance  
1990 – 2005  
Senior Foreman

Parkwood Landscape Maintenance  
2005 – Present  
Account Manager

## **Technical Proposal**

### **Procedures, Techniques, Equipment and Methods Implemented to meet required Services:**

- Our Account Manager will be responsible to oversee and manage the day to day crew operations
  - Foreman will be responsible to manage the day to day field operations of our crews.
  - Foreman and Account Managers will interface with the City of Long Beach field office personnel on a daily basis to ensure an open line of communication.
  - Monthly staff meetings will be held with the Account Manager and Foreman to review all aspects of the contract sites condition and also enable our crews to provide feedback to management.
  - Professional commercial power equipment and hand tools shall be provided to our crew members.
- **Proposers Personnel Management, Training and Employee Replacement:**
    - Parkwood Landscape Maintenance, Inc. currently employs over three hundred and fifty (350) full-time employees. Monthly classroom training and safety meetings are conducted to ensure our clients are being supplied with a knowledgeable, professional and safe working landscape maintenance crew. A monthly lottery is conducted for all crew members which are eligible for the drawing by working safely the prior month and without any work injuries.
    - During periods of scheduled vacation or in the event of unscheduled absences, or emergency situation our landscape construction division employees (20 – 30 employees) would serve as a back-up crew to fill in for our landscape maintenance division employees.

- Proposers Ability to Respond and Provide Back-up Staff and Equipment in Emergencies:
  - Our main office is located in Van Nuys, with service yards located in the cities of Lancaster, Moorpark, Bellflower, and Irvine which enables our company to respond at a moments notice for all emergency situations. Our company currently has a fleet of over 140 vehicles and over \$8,000,000.00 in equipment inventory.
  - Maintaining an open line of communication with our customers is very important and has contributed to the success of Parkwood Landscape Maintenance, Inc. Customers can easily contact our office by phone or email for any landscape service requests they may have. Additionally, we have a 24 hour 7 days per week on call technician. He can be reached 24 hours 7 days a week for emergency situations.

## References

### **City of Long Beach – September 2018 - present**

Mr. Jeff King

Tel: (562) 208-1242 Email: [Jeff King <Jeff.King@longbeach.gov>](mailto:Jeff.King@longbeach.gov)

Landscape and Irrigation Maintenance of METRO Blue Line, Marinas and Harbors, City Parks and Recreation, City Hall /Library



### **Burbank-Glendale-Pasadena Airport Authority, Burbank, CA**

January 2015 – Present

Contract Monitor: Mr. Romano Robinson

Tel: (818) 381-6634 Email: [RRobinson@bur.org](mailto:RRobinson@bur.org)

\*Landscape and irrigation systems maintenance for approximately 48 acres of Common Area



**City of Irvine, January 2018 - present**

Contract Monitor: Mr. Michael Murray

Tel: (949) (949) 724-7356

Email: [MMurray@cityofirvine.org](mailto:MMurray@cityofirvine.org)

*\*Landscape and irrigation systems maintenance for approximately 235 acres of parkways, medians and parks*



**Metropolitan Transit Authority, October 2015 - Present**

Mr. Carlos Martinez

Tel: (213) 922-6761

Email: [martinezcarl@metro.net](mailto:martinezcarl@metro.net)

*\*Landscape and irrigation systems maintenance for approximately 112 acres of common area*





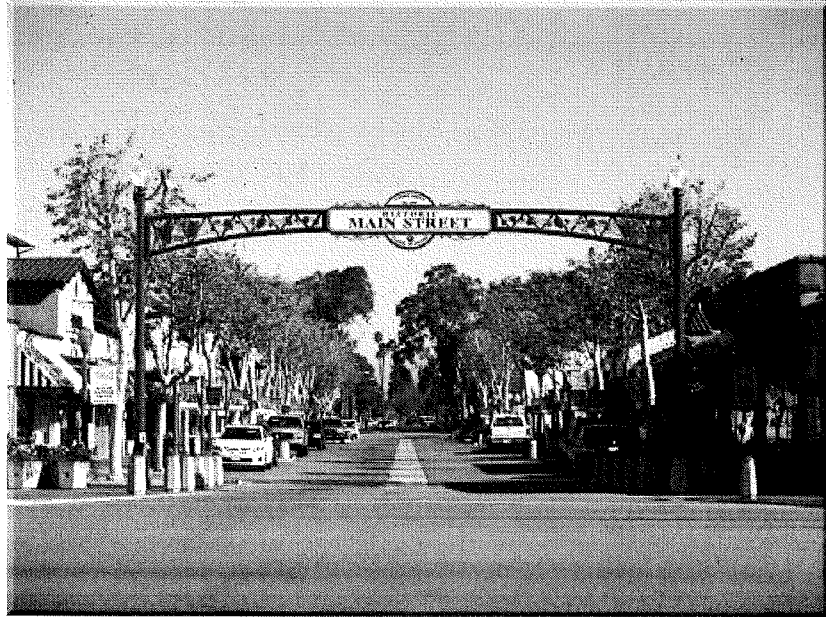
**City of Garden Grove March 2018 - present**

Contact: Mr. Luis Tapia

Tel: (714) 741-5386

Email: [luist@ci.garden-grove.ca.us](mailto:luist@ci.garden-grove.ca.us)

*\*Landscape and irrigation systems maintenance for approximately 18 acres of parkways, medians and common areas*

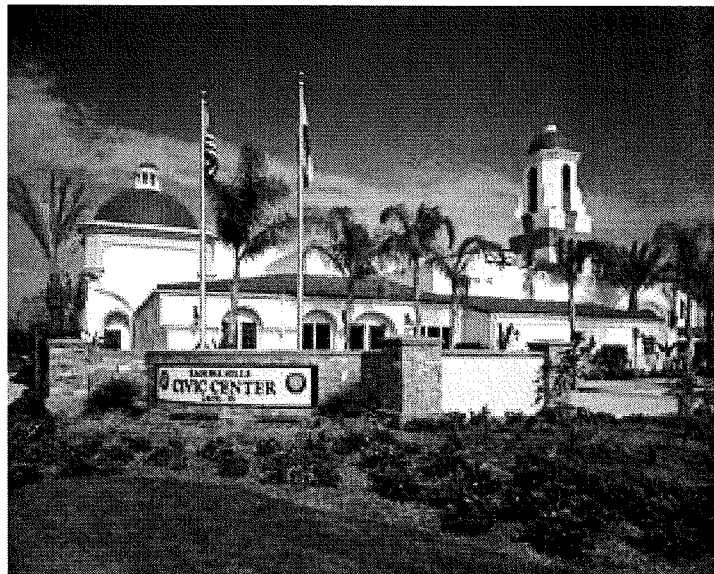


**City of Laguna Beach December 2020 - present**

Mr. Mel Summer

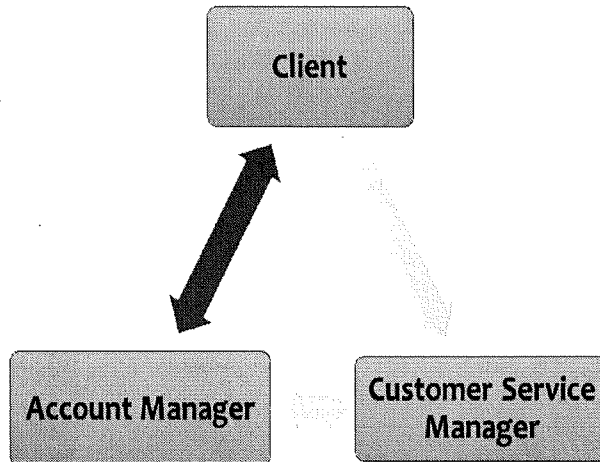
Tel: (949) 497-0783 Email: [msummer@lagunabeachcity.net](mailto:msummer@lagunabeachcity.net)

*\*Landscape and irrigation systems maintenance for approximately 22 acres of parks.*

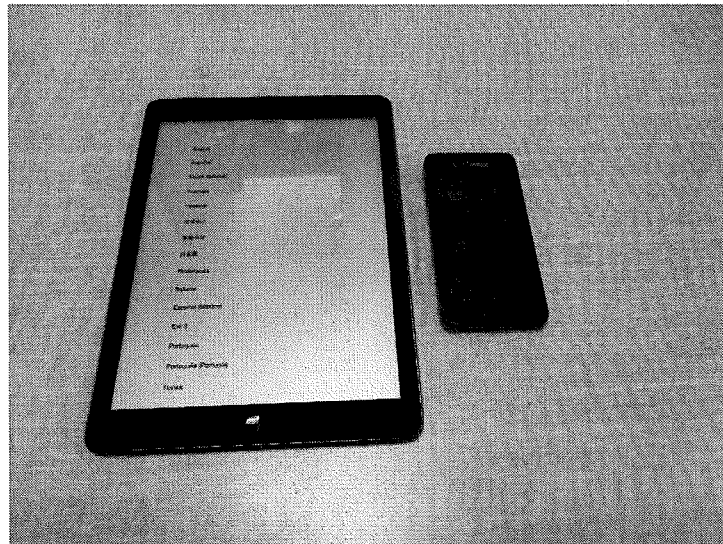


## Client Communication

Maintaining an open line of communication with our customers is very important and has contributed to the success of Parkwood Landscape Maintenance, Inc. Customers can easily contact our office by phone or email for any landscape service requests they may have. A communication flow chart is outlined below:



Our Account Managers are furnished with Smart Phones and iPads so they may communicate with our office and customers more efficiently and at a moments notice. Both the Smart Phones and iPads have cameras so our Account Managers may take photographs out in the field to better communicate with our clients on field situations.



## **Quality Assurance Program**

The quality control plan which will be implemented by our company will include an annual maintenance work program schedule. Our Account Manager will be assigned to inspect the properties a minimum of one (1) time per week. A job-walk will be scheduled one (1) time each month to develop a punch list for our crews. David Melito, President will also attend the monthly job-walks as needed.

A written landscape punch list report will document all monitoring results. A copy of this punch list report will be mailed to the contract monitor and will also be given to our Account Manager and Foreman so our crews can address and implement the punch list items into their daily work routine. The Account Manager and Foreman will inspect these punch list items to ensure the work was completed and done properly.

Yadira Alonso, Customer Service Manager, receives and manages our service calls from our clients. A work order is written and distributed to our Account Manager and Foreman.

Please see the attached sample forms that are used in our frequent monitoring.

- Irrigation Log – will be provided to our Irrigation Technicians to mark each controller and site location inspected. They will report their inspection finding, such as valves not working, sprinkler replacements, etc. These irrigation inspection reports will be provided to City of Long Beach Monitors. (See Attached)
- Field Deficiency Report – will be filled out by the Foreman and Supervisor to be given to the Account Manager for all deficiencies in the landscape. (See Attached)
- Daily Inspection Reports – will be furnished to our crew Foreman to mark all items that are completed on scheduled days (See Attached)
- Task Schedule – will be furnished to our Account Manager outlining the Statement of Work in our contract. (See Attached)
- Authorization for Work – will be furnished to our Account Manager to obtain approval from the City of Long Beach contract monitor for contract extras which require approval prior to work being preformed. (See Attached)



**Parkwood**  
Landscape Maintenance

## Irrigation Tracking Report

DATE:
NAME:
JOB NAME:

CONTROLLER #:
LOCATION:
AREA OF OPERATION:

START TIME:
FINISH TIME:
METER READ:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
OK																																																
Pop-up Broken																																																
Rotors Broken																																																
Plugged Nozzle																																																
Adjust Head																																																
Low Head																																																
Broken Lateral																																																
Broken Main																																																
Raise Head																																																
Leaking Cap																																																
Solenoid																																																
Diaphragm																																																
Valve																																																

### Landscape Conditions

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Turf																																																
Shrubs																																																
Good																																																
Fair																																																
Poor																																																
Too Wet																																																
Stress																																																

Qty	Material Used

Comments



Parkwood

**FIELD DEFICIENCY REPORT**

Date: \_\_\_\_\_

Reported to: \_\_\_\_\_

Job: \_\_\_\_\_

Location: \_\_\_\_\_

Deficiency to Report: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reported by: \_\_\_\_\_

# Monthly Landscape Inspection Report

[illegible][illegible]

**TASK SCHEDULE**

**ALTADENA PARKS -ALTADENA TRIANGLE**

**TASK FREQUENCY LIST - JANUARY**

<i>FREQUENCY</i>	<i>TASK</i>	<i>DESCRIPTION</i>	<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
1X / 2 Weeks	Mowing (Dec. - March)	Mowing operation shall be performed in a workmanlike manner without scalping or allowing excessive cuttings to remain. Turf shall be mowed with a reel - type mower and configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel. Mowing height shall be no less than 3/4" and may be set as high as 4" with normalcy based upon turf species and site conditions. Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.		X			X		
Weekly	Weed Removal	All grass like type weeds, morning glory or vine weed types, ragweed or other underground spreading weeds shall be kept under strict control. Remove or control weeds from abeds, planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints. Weeds treated using a weed chemical shall be left in place for (7) days. If not killed, additional application shall be made. After complete kill, remove all dead weeds from areas. Spot treat with an herbicide. In areas where it is impractical to use chemicals. No water shall be applied treated areas (48) hours after each application		X					
Monthly (Week 4)	Weed Removal	Bare Areas		X					
Monthly (Week 4)	Weed Removal	Undeveloped Areas		X					
Daily	Litter Control	Developed – Turf beds, planters, walkways, hard courts areas, play areas, arenas, picnic pavilions, stadium areas, sand areas, patios, drainage areas, areas on slopes from toe or top of slope to (10) feet up or down the slope adjacent to developed areas, roadways, parking lots, service yards, and lakes and streams. Must be completed by 10:00 a.m	X	X	X	X	X	X	X
Daily	Empty Exterior trash cans	Remove all necessary trash bins and off - site removal of all trash and accumulated debris to an approved disposal site.	X	X	X	X	X	X	X

FREQUENCY	TASK	DESCRIPTION	S	M	T	W	T	F	S
Weekly	Trash Bin Removal	Remove trash bin contents from Site			X				
Monthly (Week 3 )	Raking	Remove accumulated leaves from beds, planters and turf areas under trees and all other landscape areas.			X				
Monthly (Week 3)	Raking	Turf under trees		X					
Weekly	Raking	Planter beds and Planters					X		
Monthly(Week 1)	Pruning and Hedge trimming	Tree Clearance			X				
Monthly(Week 1)	Pruning and Hedge trimming	Shrub Pruning			X				
Monthly(Week 1)	Pruning and Hedge trimming	Ground cover			X				
Daily	Graffiti - Exterior	All exterior wall surfaces, park signs and park fountains, wooden bridges and play structures, picnic pavilions, patios, tables and slabs, restroom and comfort stations- all exterior wall window and door surfaces, County Service Yard & buildings, concrete and block walls, concrete walks throughout the park, curbs in parking lots and on streets and drives, trash barrels, doors, other surfaces within park.	X	X	X	X	X	X	X
Weekly	Rodent Control	All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system		X					
Monthly (Week 2)	Chemical Application	Beds and planters, Walways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play areas, Patios, Walkway, Curb and Gutter Expansion Joints, Roadways, Stream Beds - apply sustemic herbicides					X		
Daily	Irrigation/Watering	Valve Box Integrity - replace cover and check for safety & security	X	X	X	X	X	X	X
Weekly	Irrigation/Watering	Inspect, Operate, Control and make adjustments					X		
Weekly	Irrigation/Watering	Repair, replace, relocate sprinkler heads					X		





## Green Waste Initiative

Parkwood Landscape Maintenance, Inc. intends to use recyclable mowers for our crew operators in order to reduce green waste and provide nutrients to the turf grass. The grass clippings will be mulched into fine clippings and remain on the turf where it will decompose and provide nitrogen nutrients to the lawn areas. Additionally, we will reduce the labor requirements since the grass clippings will not be required to be picked-up, bagged and hauled away. Our company will dedicate a brush chipper to grind all tree and shrub branches to provide wood chip mulch. The wood chip mulch will be stored on-site and spread out into the landscape at approved designated areas. This mulch will retain moisture in the soil, reduce irrigation requirements and help control weed growth. Additionally, the wood chip mulch improve the overall aesthetics of the landscape through it's decorative qualities.

Our company Green Waste Management Plan intends to have one (1) 40 cubic yard dumpster which will be stored on-site that will solely be used for green waste material. Our waste management company will convert this green waste into compost which will be then utilized in the landscape as organic soil amendments. One (1) - 4 cubic yard dumpster will be provide for our crew members to dump all non-green waste debris. Both containers will be picked up weekly or as needed.

## Proposed Landscape Maintenance Team

- One (1) Account Manager
- One (1) Full – Time Landscape Maintenance Foreman
- One (1) Full – Time Landscape Maintenance Gardener
- One (1) Part – Time Irrigation Technician
- One (1) Part – Time Pest Control Applicator
- One (1) Pest Control Advisor

## Proposed Vehicles

- One (1) Ford F-150 Pick up
- One (1) Ford F-250 Pick up
- One (1) Kubota Utility Vehicle

## Proposed Power Equipment

- One (1) 60" Exmark Ride-On Mower
- One (1) 21" Honda Mower
- Two (2) TMC Line Trimmers
- Two (2) Extension Hedge Trimmers
- Two (2) Echo Back Pack Blowers
- One (1) 16" Echo Chainsaw

## Vehicles

Our company's fleet of vehicles and equipment include over 140 trucks, 60 trailers, 10 tractors, and a fleet of mowing and power equipment

Ford F-150



Ford F-250 Crew Cab Truck



Ford Transit Irrigation Van



Ford F-250 Spray Truck



Kubota Utility Vehicles



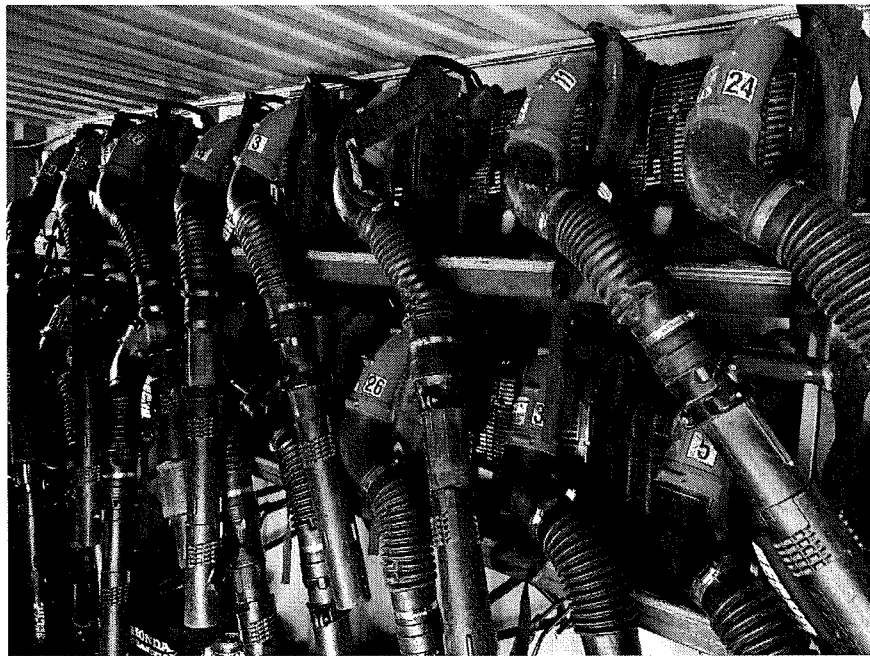
Exmark 60" Ride-On Mowers



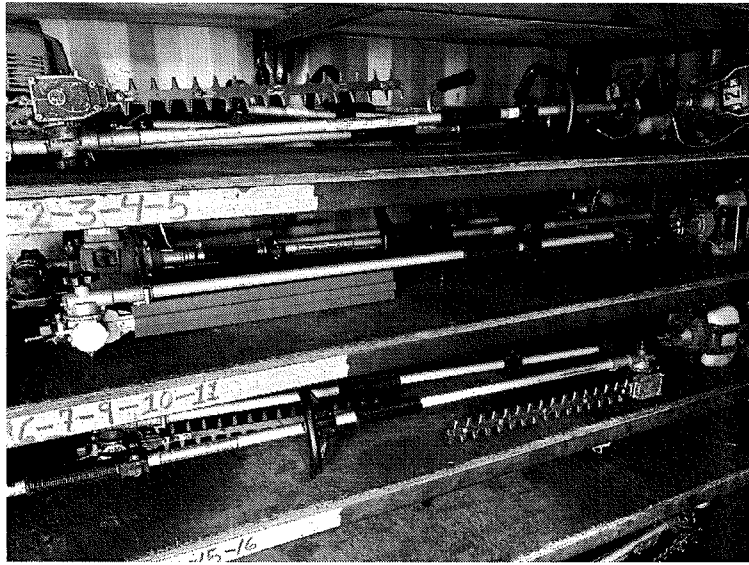
Honda 21" Recycle Lawn Mowers



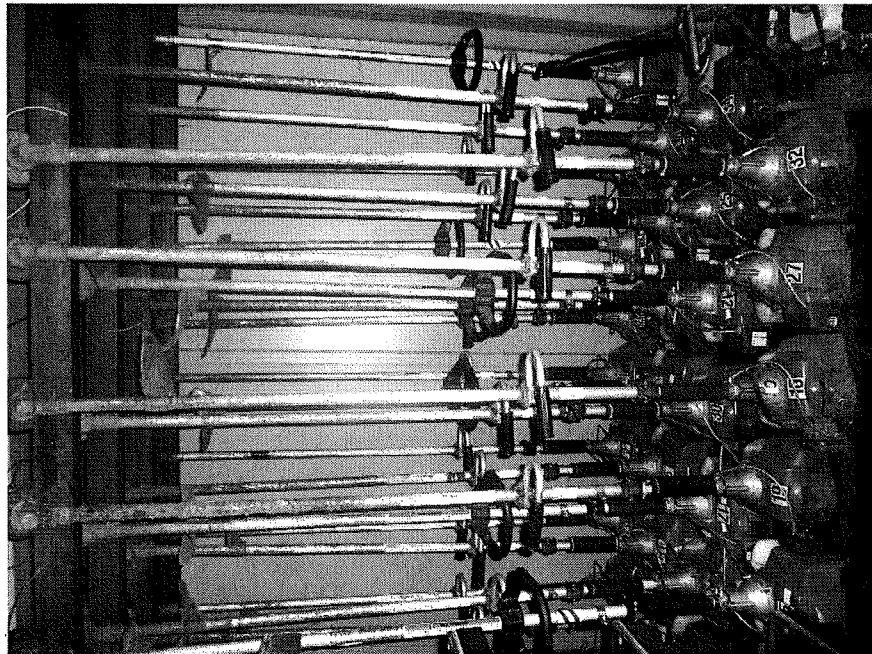
Echo Back Pack Blowers



TMC Line Trimmers



TMC Extension Trimmers





Echo 16" Chainsaws



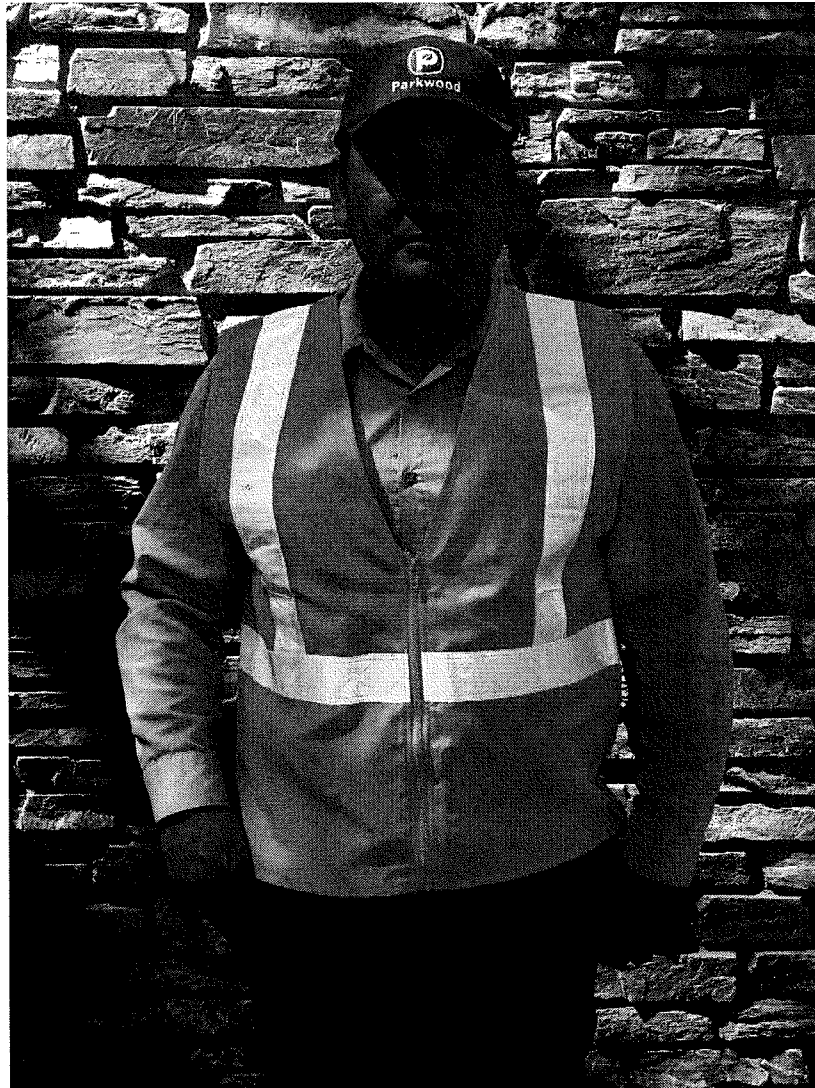


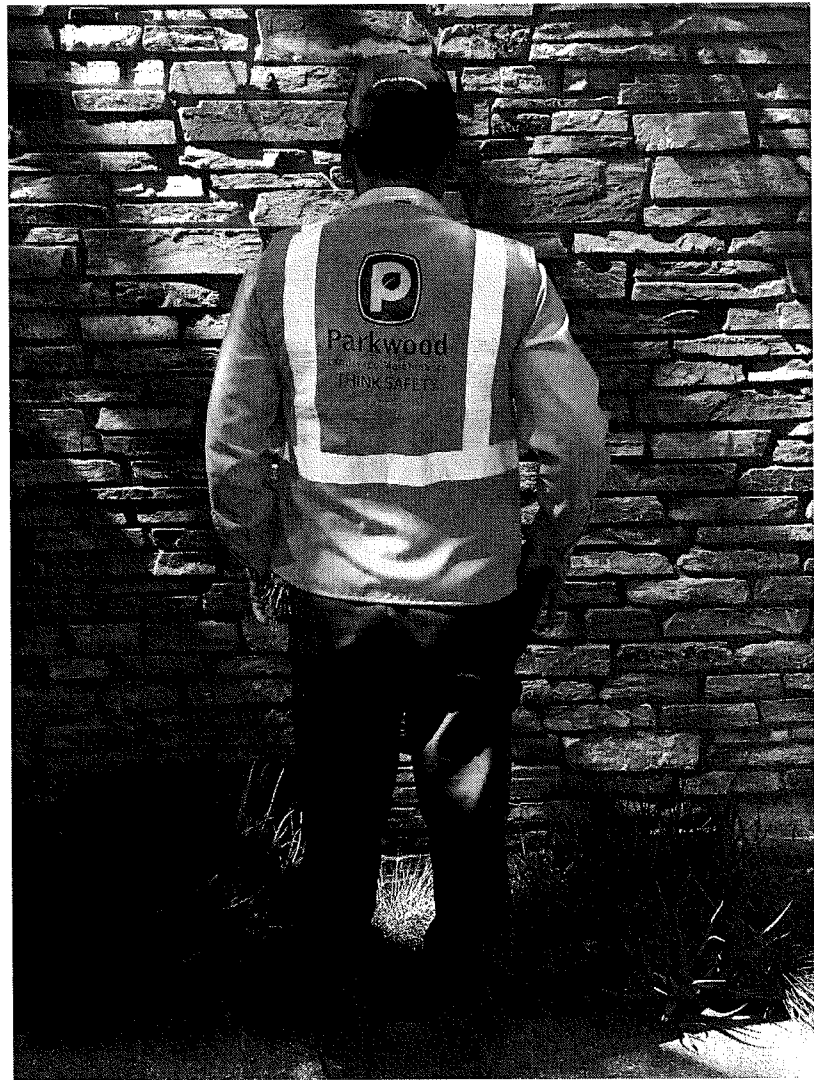
## **Employee Uniforms**

Our employees are provided full uniforms which include a safety vest, green pants, beige shirts and green hats with our company logo and name. Photo ID badges are also provided which identifies the employee by full name and employee number.

## **Safety Requirements**

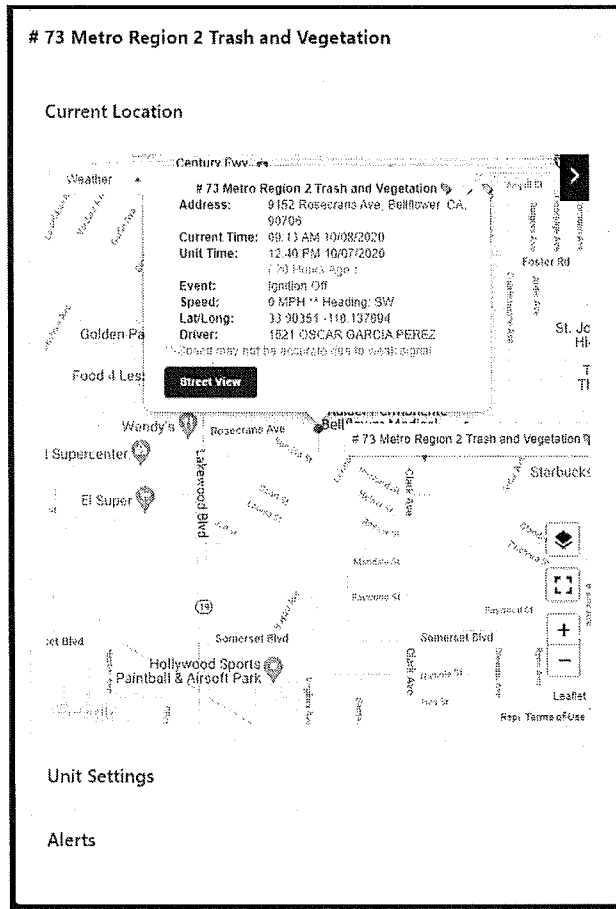
All field employees will be provided with the proper Personal Protective Equipment (PPE). All employees are required to wear the necessary PPE to ensure they are properly protected and to ensure our customers are provided with safety conscious crew members





## GPS Track It

Our company fleet of vehicles are equipped with a fleet management software program called GPS Trackit. The GPS Trackit fleet management system allows our company to see real time location of each vehicle. Our Account Manager will also receive email alerts when our vehicles travel outside a designated Geo-Fence and if vehicle is traveling at high speeds. Parkwood's Account Manager has the ability to track and document the daily routes driven by our Landscape and Irrigation Team Member Crews to ensure the service frequencies are met and completed on schedule. The GPS Trackit software provides real-time data that can be used to improve driver accountability and minimizing the risk compromised by an unsafe driver. GPS Trackit monitors and improves driver safety, efficiency, and improves route planning.



## Crew Time Tracking

**Employee Time Tracking** – All employees clock in and out using software by ExakTime. The software is web-based that connects securely to the cloud with GPS timestamps. The app is an employee-friendly time clock app that turns mobile (phones or tablets) devices into a workforce management tool that tracks employee time and collects essential data. To access the clock in/out feature, a private four-digit PIN is provided to each employee. For extra verification a photo taken by the system confirms the identities of each worker as he or she clocks in or out. Some of the benefits of the software are tracking by the person and it lets Account Managers track crews' hours and job costing. Also, employee GPS tracking shows the locations of workers at clock-in and clock-out.

# EXHIBIT “B”

Rates or Charges



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## APPENDIX A

### COST PROPOSAL FORM/FEE SCHEDULE

This Fee Schedule Offer pricing shall be all-inclusive firm, fixed prices. Proposer agrees to accept the specified compensation as set forth below as full compensation for performing all services and furnishing all staffing, labor, uniforms, equipment, tools and materials required, insurance requirements, general and administrative support costs, mileage, overhead(s), profit, sale and use taxes connected with the services, and for performance by Proposer of all its duties and obligations hereunder. Proposer shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The Airport shall have no obligation to pay any sum in excess of total contract amount specified herein unless authorized by a contract amendment.

#### A. Monthly Base Rate

As part of the cost proposal for this RFP, proposers must provide their proposed monthly rate for each area listed below. Refer to Exhibit B map for the location number and square footage. Unless otherwise specified in this RFP, no other cost shall be charged to the Airport for providing the services listed in this RFP other than the monthly rate proposed by the proposer below. Proposers must state below their proposed number of staff who will be performing the work as part of the Monthly Base Rate.

Location #	Location Name	Description	Estimated Square Footage	Monthly Base Rate
T01	Concourse Atrium Garden	Post-Security Garden Area in Concourse Area	7,380 SF	\$ 417.00
T02	Meeter-Greeter Plaza Garden Patches	Sections of garden spaces located at the exit of the Concourse space	2,504 SF	\$ 142.00
T03	Terminal Building West Planters	Planters with Bamboo along the west side of the terminal building.	480 SF	\$ 27.00



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Location #	Location Name	Description	Estimated Square Footage	Monthly Base Rate
T04	Baggage Claim Area 3 - Scattered Planters	Various planters located north of the terminal building in baggage claim area 3	140 SF	\$ 8.00
T05	Baggage Claim Area 3 - North Lawns	Two lawns located north of the terminal building in baggage claim area 3 including a pet relief area	1,500 SF	\$ 85.00
T06	South Surface Lot Lawn	Lawn located directly south of the terminal building, adjacent to the south surface parking lot	921 SF	\$ 52.00
T07	Terminal Building Crosswalk Garden	Lawn located directly across the terminal building entrance near ground transportation booth	1,447 SF	\$ 82.00
A01	Rent-a-Car Lot - Northwest Perimeter Garden	Garden area located northwest of the Rent-a-car Lot - wraps the entire westside and northside of the lot	5,613 SF	\$ 317.00
A02	Rent-a-Car Lot - Northeast Corner Garden	Corner garden area located northeast of Rent-a-car lot	3,023 SF	\$ 171.00
A03	Rent-a-Car Lot - East Garden	Garden area on westside of Rent-a-car lot	648 SF	\$ 37.00
A04	Parking Lot A - North Garden	Garden area located between Rent-a-car lot and Parking Lot A, stretching across the entire northside of Lot A	4,705 SF	\$ 266.00
A05	Parking Lot A - East Garden	Garden area located east of Parking Lot A	2529 SF	\$ 143.00
A06	Parking Lot A - South Garden	Garden area located south of Parking Lot A, stretching across the entire southside of Lot A	8,011 SF	\$ 453.00
A07	Parking Lot A - West Garden Patches	Garden area located south of Parking Lot A, stretching across entire southside of Parking Lot A	1,412 SF	\$ 80.00



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Long Beach, CA 90802

Location #	Location Name	Description	Estimated Square Footage	Monthly Base Rate
G01	Gulfstream - West Lawn	West Lawn between Gulfstream and Parking Lot A	6,857 SF	\$ 388.00
G02	Gulfstream - East Lawn	East Lawn between Gulfstream and Parking Lot A	10,543 SF	\$ 596.00
B01	Parking Lot B - South Lawn and Garden	Lawn and garden on southside of Parking Lot B, stretching from the westside of the lot B surface lot around to the southside and to the eastside	33,501 SF	\$ 1,893.00
B02	Parking Lot B - Open surface lot Garden Patches	Garden patches between the Lot B Parking structure and Lot B open surface lot	5,515 SF	\$ 312.00
B03	Parking Lot B - West Garden and Lawn	Garden and Lawn on the westside of Lot B near west pedestrian walkway	6,665 SF	\$ 377.00
B04	Parking Lot B - West Elevator Lawn	Lawn west of Lot B Elevators near west pedestrian walkway	3,318 SF	\$ 188.00
B05	Parking Lot B - Northwest Garden Section #1	Northwest Garden Area of parking Lot B (northernmost section)	27,218 SF	\$ 1,538.00
B06	Parking Lot B - Northwest Garden Section #2	Northwest Garden Area of parking Lot B (section adjacent to parking lot entrance)	28,548 SF	\$ 1,613.00
B07	Parking Lot B - Northeast Garden	Northeast Garden Area of parking Lot B, wrapping around the northeast corner of Lot B	24,000 SF	\$ 1,356.00
B08	Parking Lot B - East Vehicle Exit Garden #1	Garden located on eastside of Parking Lot B near the east vehicle exit	3,968 SF	\$ 224.00





City of Long Beach  
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Long Beach, CA 90802

Location #	Location Name	Description	Estimated Square Footage	Monthly Base Rate
B09	Parking Lot B - East Vehicle Exit Garden #2	Garden located between the Lot B structure vehicle exit and lot B surface lot vehicle exit	3,493 SF	\$ 197.00
C01	Cell Phone Lot - Bushes	Bushes surrounding exterior of Cell Phone Lot	1,978 SF	\$ 112.00
C02	Cell Phone Lot - Grass	Grass area located along perimeter of Cell Phone Lot	433 SF	\$ 25.00
C03	Cell Phone Lot - Garden Area Near Airport Entrance (North)	Garden containing Airport Monument located at the Northwest corner of Lakewood Boulevard and Donald Douglas Drive intersection	1,388 SF	\$ 79.00
E01	TNC Lot - North Monument Garden and Garden along	Garden area on the northside of the TNC Lot and grass along Donald Douglas Drive	2,507 SF	\$ 142.00
E02	TNC Lot - Bushes	Bushes surrounding the perimeter of the TNC Lot	3,230 SF	\$ 183.00
Total Monthly Base Rate				\$ 11,503.00

Proposed Number of Staff  
(minimum of 2 staff)

2.5

**Note:** All areas listed above may not have exact square-footage listed. Proposers are responsible for verifying the existing landscape of these areas to propose on the cost of work necessary to maintain the landscape. It should be noted that the completion of the Phase II Terminal Area Improvements and other projects currently underway may impact the list. The Airport reserves the right to add, remove, or change any areas at any time for any reason.



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Long Beach, CA 90802

#### A. Additional Staff

As part of the cost proposal for this RFP, proposers must provide the hourly rate and additional monthly rate for additional staff. The Airport may elect to add additional staff, whether temporarily with an hourly rate payment or long-term with an additional monthly rate payment. The Additional Monthly Rate shall be based on the same level of service and schedule as the Monthly Base Rate proposed above.

Item No.	Position	Hourly Rate - Regular Time	Hourly Rate - Overtime	Additional Monthly Rate
C01	Landscape Laborer	\$ 36.00	\$ 54.00	\$ 6,192.00
C02	Irrigation Tech	\$ 75.00	\$ 112.50	\$ 11,180.00
C03		\$	\$	\$

#### B. Costs for Optional Services and Emergency Services

#	Service	Description	Hourly Rate – Regular Time	Hourly Rate - Overtime	Percentage (%) Markup Costs for <u>Materials</u> . Markup shall not exceed 10%
Ex.	Emergency Services	Emergency Call-out for repairing damaged landscape	\$ XX.XX	\$ XX.XX	%
1			\$	\$	%
2			\$	\$	%
3			\$	\$	%
4			\$	\$	%
5			\$	\$	%

**Note:** Additional pages in same format may be attached if needed to list all costs for other optional services.

# EXHIBIT “C”

City’s Representative:

Scott Garrett, Facilities Management Officer

(562) 570-1255

[Scott.Garrett@longbeach.gov](mailto:Scott.Garrett@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

George Albanez

(818) 988-9677