

AGREEMENT

36190

THIS AGREEMENT is made and entered, in duplicate, as of December 6, 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 KATHERINE ENGLAND, a sole proprietor, with a place of business at 221 N. Woods Avenue, Fullerton, California, 92832, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with the design and construction of mosaic sculpture art pieces for The Red Car Greenbelt public park ("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, not to exceed One Hundred Thousand Dollars (\$100,000.00), at the rates or charges shown in Exhibit "B".

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

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

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

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

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

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

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

9 2. TERM. The term of this Agreement shall commence at midnight on
10 December 15, 2021, and shall terminate at 11:59 p.m. on December 14, 2022, unless
11 sooner terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner.

13 3. COORDINATION AND ORGANIZATION.

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

22 B. The parties acknowledge that a substantial inducement to City
23 for entering this Agreement was and is the reputation and skill of Contractor's key
24 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
25 reference. City shall have the right to approve any person proposed by Contractor
26 to replace that key employee.

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

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

11 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 17. PREVAILING WAGES.

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

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

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

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

12 19. INDEMNITY.

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

27 B. In addition to Consultant's duty to indemnify, Consultant shall
28 have a separate and wholly independent duty to defend Indemnified Parties at

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

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

13 D. The provisions of this Section shall survive the expiration or
14 termination of this Agreement.

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

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

24 22. NONDISCRIMINATION.

25 A. In connection with performance of this Agreement and subject
26 to applicable rules and regulations, Contractor shall not discriminate against any
27 employee or applicant for employment because of race, religion, national origin,
28 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or

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

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

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

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

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

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

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

28 E. If the City determines that the Consultant has set up or used its

1 contracting entity for the purpose of evading the intent of the EBO, the City may
2 terminate the Agreement on behalf of the City. Violation of this provision may be
3 used as evidence against the Consultant in actions taken pursuant to the provisions
4 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

5 24. NOTICES. Any notice or approval required by this Agreement shall
6 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
7 postage prepaid, addressed to Contractor at the address first stated above, and to City at
8 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
9 to the City Clerk at the same address. Notice of change of address shall be given in the
10 same manner as stated for other notices. Notice shall be deemed given on the date
11 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

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

28 28. TAX REPORTING. As required by federal and state law, City is

1 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
2 Contractor shall be solely responsible for payment of all federal and state taxes resulting
3 from payments under this Agreement. Contractor shall submit Contractor's Employer
4 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
5 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
6 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
7 Contractor provides one of these numbers.

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

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

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

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

KATHERINE ENGLAND, a sole proprietor

Dec 27, 2021, 2021

By [Signature]
Name Katherine England
Title Artist

_____, 2021

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

2/11, ²⁰²²
2021

By Linda F. Tatum
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on January 25, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Anita Lakhani, Deputy City Attorney

City of Long Beach

Request for Proposals Number PR21-082
Red Car Greenbelt Artwork



Overview

Summary

The City of Long Beach (City) invites artists experienced in producing public art to apply to design and fabricate at least (2) mosaic sculptures to be incorporated into Red Car Greenbelt, a public park located at 4th Street and Park Avenue in Long Beach, CA.

Key Dates

Release Date: August 12, 2021

Questions Due to the City: August 17, 2021 by 11:00am PDT

Submittals Due: August 19, 2021 by 11:00am PDT

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

Submittal Information

Proposal content and submittal information is detailed in Section 4.

Proposals should be submitted electronically via the City's PlanetBids portal, available at <https://pbsystem.planetbids.com/portal/15810/portal-home>.

RFP Official Contact

Tommy Ryan
rfppurchasing@longbeach.gov

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1 The Opportunity

1.1 Project Summary

The City invites practicing artists or artist teams experienced in producing public art to apply to design and create (2) or more mosaic sculptures to be incorporated into Red Car Greenbelt, a public park located at 4th Street and Park Avenue in Long Beach, CA. The selected artist or artist team will create the public art design, fabricate the art pieces and arrange for delivery to the City for installation of the art. The proposed public art should result in broad community benefit by enhancing the City's image and sense of place, contributing to economic vitality, and improving the community's exposure to arts.

1.2 Background

About Red Car Greenbelt

The Red Car Greenbelt, opened in 2018, is a 3.66-acre open space that consists of a ten-foot-wide decorative concrete pedestrian walking trail and drought-tolerant native landscaping on the former Pacific Electric Railroad Right-of-Way between Park Avenue and Ximeno Avenue. The Red Car Greenbelt starts at the intersection of Park Avenue and 4th Street and extends northwest to Ximeno Avenue with trailheads at each entrance. The 6th Street Bike Boulevard crosses the trail at 6th Street and connects the Greenbelt to the City's bike route network. The Red Car Greenbelt features pathway lighting, trail boulders for seating, trash receptacles and doggie bag dispensers, wood grain textured concrete fencing at entries and secondary decorative concrete pedestrian trails along the length of the greenbelt, connecting to local streets adjacent to the greenbelt. The Greenbelt also incorporates sustainable design features that include a selection of native shrubs and hydro seeding mixes containing California natural grassland and coastal wildflower.

The Greenbelt was originally planned to include public art at each trailhead entrance. The City now desires to install at least two public art pieces at the trailhead entrances to the Red Car Greenbelt.

1.3 Goals

The goals of the RFP include:

1. Public art installation(s) are cost-effective and long lasting
2. Public art installation(s) are culturally competent, multigenerational, and represent the mission and values of the City and the Department of Parks, Recreation and Marine and designed with all viewers and park users in mind
3. Public art installation(s) add beauty and compliment the park
4. Support local/regional artists

Proposers are encouraged to view the City's Parks Murals Toolkit for guidance on the public art pieces:

<https://www.longbeach.gov/park/business-operations/about/parks-mural-toolkit/>

1.4 Award Terms

Contract Duration

This contract will be for a period of 12 months with one six-month renewal option, not to exceed an 18-month period.

Contract Award

The contract shall be awarded to a single artist. Teams of artists may apply; however, a prime artist shall be designated as the primary contract holder.

Intellectual Property:

- The City shall possess and own the public artwork to be provided by the proposer. The City disclaims, and the proposer shall own all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the public artwork, except for the limitations expressly provided in this section. Since the artistic designs leading up to and including the final design and dimension of the public artwork are unique, the proposer shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the proposer grant to a third party, the right to replicate the artistic designs and dimensions of the public artwork, without the written permission of the City.
- The proposer shall grant to the City a non-exclusive irrevocable license to make two-dimensional reproductions of the public artwork and the final designs to be used in brochures, media, website and website publications, publicity and catalogues or other similar publications.
- The proposer represents and warrants its work, service and/or deliverables under this contract do not and will not infringe upon the proprietary or intellectual property rights of any other persons or entities.
- Providing the City with the right to use any documentation of the project submitted including site plans, images of engagement, fabrication, installation, etc.
- If the artwork is integrated into the site in a way that it cannot be removed without destroying a portion of the site infrastructure, waiving their rights according to appropriate sections of the Visual Artists Rights Act of 1990.

2 Scope of Work

2.1 Description of Services

The Red Car Greenbelt Public Art Project (Project) will engage an artist, or artist team, to design, assemble off-site, and deliver a minimum of two (2) original mosaic sculpture public art pieces and coordinate the installation with the City. The artistic medium or method, size, and other components of the pieces will be up to the artist to propose, but should meet the goals of the project and be durable, permittable, and feasible to install and maintain by City staff. Public art pieces shall be stand-alone pieces and should not require connection to utilities or require lighting.

Phase 1: Design and Engagement:

This Project phase includes the final design of the art pieces, engagement by the City, and final approvals by the Parks and Recreation Commission, which has authority over new amenities or improvements to parkland. While locations for the public art pieces can be recommended by the artist, the final locations of the public art pieces shall be determined by City staff to avoid conflicts with underground infrastructure and utilities present under the park.

In consideration of the design, the City must ensure the sculptures are appropriate, culturally competent, multigenerational, and represent the mission and values of the City and Department of Parks, Recreation and Marine. The pieces must be designed with all viewers and park users in mind and cannot display any drug use, depict material harmful to minors, contain known gang symbols or depict offensive acts, utterance, gesture or display a clear and present danger of a breach of peace or imminent threat of violence. The art pieces may not be commercial in nature, and may not depict product placement for a business. Special consideration should also be made in the design to avoid sharp edges or points, which could injure unaware persons, and also limit the climbable features of the art pieces to deter persons from climbing or hanging on them.

The awarded contractor shall:

- Develop designs that comply with all applicable codes, required permits, and all functional requirements.
- Develop and refine this design with input from City staff, the City's Project Manager, and the community.
- Work with City staff to finalize the design for the public art pieces.
- Develop final drawings, presentation materials, and other visual and written deliverables.
- Produce materials City staff will use for community engagement.
- Provide documents for the City to obtain approvals from all appropriate entities, including the Parks and Recreation Commission.

Phase 2: Fabrication:

This Project phase includes the off-site fabrication of the art pieces. All public art pieces shall be fully created off-site and City property will not be available as a location for fabrication.

The awarded contractor shall:

- Sub-contract with professionals to provide all necessary plans and engineering as needed. Provide signed engineering drawings for the artwork if needed.
- Participate in a thorough design review assessment determined by the City.
- Arrange and pay for necessary permits, inspections and testing.
- Develop installation specifications (spatial dimensions, mechanics of installation, electrical or utility requirements, etc.) and a maintenance plan for the artwork consistent with Park Development Standards, which will be outlined during the design phase discussions with the City.
- Fabricate artwork and/or oversee fabrication by others.
- Provide a one-year warranty on the artwork.

Phase 3: Installation

This Project phase includes the delivery of at least two (2) fully-assembled and completed art pieces for installation by the City. The public art pieces shall come fully assembled, ready for installation. No on-site assembly will be permitted. The installation of the sculpture will be done in conjunction with City staff. The artist(s) shall support installation by the City, providing guidance when requested.

The awarded contractor shall:

- Deliver the public art pieces to the installation location or to a City location, as determined by staff.
- Coordinate and guide the City installation as necessary or when requested.

If an Artist has a proposal that includes any type of fabrication or final assembly of the art piece on-site, this will trigger Prevailing Wages per the California Labor Code and that Artist shall have to be a registered as a Public Works Contractor with Department of Industrial Relations (DIR) prior to submitting a proposal for this RFP and would be subject to Public Contract Code and City regulations for a public construction project. Any submittal that proposes on-site assembly or installation will not be considered.

Project Timeline

The Project shall be completed within 12 months of contract execution. The following is the anticipated timeline.

- RFP for Public Art Released: August 2021
- RFP Submission Deadline: August 19, 2021 at 11:00am PDT
- Submission Review & Artist Selection: August 2021
- Community Engagement: September 2021
- Parks & Recreation and City Council Approval: October 2021
- Artist Contract Executed: December 2021
- Artwork Fabrication: January – June 2022
- Artwork Installation: July – August 2022
- Project Closeout: September – December 2022

Project Budget

The budget for the Project shall not exceed \$100,000. The Project budget is all inclusive, including, but not limited to, artist fees, fees associated with design and renderings, consultants, fabrication, storage, transportation, installation, insurance, required permits and all provisions required for the completion of all Project deliverables. For purposes of preparing a Project budget, proposers will assume all costs for processes associated with design review, plan check, permits or other requirements associated with the proposed public art. The Contract between the artist(s) and the City will define stages of completion and a payment schedule. In the case of acquiring artwork materials, the artist shall purchase art materials with approval from the City. Following the purchase of supplies, the artist shall submit all related receipts, copies of invoices, etc. within 2-weeks of purchase so that the City can reimburse the artist for the actual costs.

2.2 Performance Metrics & Contract Management

2.2.1 Contract Management

For Project management, communication and billing, the awarded contractor shall:

- Provide ongoing regular updates to City staff and project managers, including regular and consistent email communications.
- Meet defined deadlines and deliverables put forth by project managers and City staff, and coordinate as needed with other consultants for the project.

- Communicate completed phases of the project and request payment.
- Follow the City's communications policies and procedures for the project, regarding media and social media.
- Provide the City with documentation of the project, including designs, written descriptions, quality photos and presentations.

3 How We Choose

3.1 Minimum Qualifications

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government
- Experience working with municipalities/public art installations on public land
- Artists or artist teams residing in Long Beach and the Southern California Region are highly desirable.

3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

CRITERION
<p>1. Organizational Capacity & Experience</p> <ul style="list-style-type: none"> • Experience successfully working with/for public agencies and collaborating with City staff and other professionals. • Experience with architectural and engineering drawings and methods. • Experience in comparable public projects and artistic disciplines. • Experience integrating artwork into infrastructure and public spaces. • Bandwidth to complete the scope of work within the required timeframe and can produce the required scope of work within budget. • Significant or engaging body of work.
<p>2. Method of Approach</p> <p>Stimulate excellence in urban design and public arts:</p> <ul style="list-style-type: none"> • Engaging and high quality in concept and construction. • Quality is comparable to other artwork commissioned by the City. • Adds diversity to the City's collection. <p>Enhance community identity and place:</p> <ul style="list-style-type: none"> • Familiarity with the community/setting and its characteristics, including history, identity, geography and cultures. • Previous work has been appropriate to their communities and the above characteristics. <p>Contribute to community vitality:</p> <ul style="list-style-type: none"> • Ability to attract visitors and residents. • Build capacity between the private and public sectors, artists, arts organizations and community members. • Encourage civic dialogue about community, cultures or City issues. • Incorporate or address relevant cultural or historical events. • Incorporate a unique or appropriate cultural, geographic or artistic perspective. <p>Involve a broad range of people/communities:</p>

- Experience working with communities and diverse groups.
- Demonstrated ability to address ADA regulations as they apply to public art.
- Celebrate one or more of the City's cultural communities.
- Brings people together or creates gathering places.

3. Communications & Reporting

4. Reasonableness of Cost

Use resources wisely:

- Proposed project is sustainable, secure and technically feasible.
- Team is a manageable size and demonstrates experience working together.
- Ability to work within the City's timeline and budget.

3.3 Selection Process & Timelines

EVALUATION STAGE	ESTIMATED DATE	DESCRIPTION
Evaluation of Narrative & Cost Proposals	August 2021	<ul style="list-style-type: none"> • An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City. • Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.
Negotiation & Contractor Selection	August 2021	<ul style="list-style-type: none"> • Selected Contractor(s) will be notified in writing. • Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP. • Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.
Community Engagement	September 2021	<ul style="list-style-type: none"> • Present art concepts to the community
Public Approvals	September – October 2021	<ul style="list-style-type: none"> • Parks & Recreation Commission has authority to approve any improvements in a park or open space • City Council provides authority to the City Manager to execute the artist contract
Estimated Contract Execution	December 2021	
Proposer Debrief	After Contractor is Selected	Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths

and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

4 Proposal Content & Submittal

4.1 Proposal Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	August 12, 2021	
Questions due to the City	11:00 AM August 17, 2021	<ul style="list-style-type: none">• Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	August 18, 2021	<ul style="list-style-type: none">• Responses to the questions will be posted on the City's PlanetBids portal, available at https://pbsystem.planetbids.com/portal/15810/portal-home.
Proposals due	11:00 AM August 19, 2021	<ul style="list-style-type: none">• Proposals should be submitted electronically via the City's PlanetBids portal, available at https://pbsystem.planetbids.com/portal/15810/portal-home.• Late proposals, or proposals submitted through other channels will not be accepted.• Proposers are responsible for submitting their proposals completely and on time.<ul style="list-style-type: none">○ Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully.○ Technical support is available by phone at (818) 992-1771○ Support resources including a list of Frequently Asked Questions are available on PlanetBids at https://pbsystem.planetbids.com/portal/15810/help.

4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

PROPOSAL	
<input type="checkbox"/> Narrative Proposal	<p>The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. It should be prepared using the Submittal Template in Section 4.3.</p> <p>Artist Statement Proposers must provide an artist statement. Information provided shall include:</p> <ul style="list-style-type: none"> • Description of type of art practice; • Brief summary of relevant experience as an artist, working with municipalities, and how this experience qualifies you for the Project; • Current resume, including public and private art commissions, exhibitions and publication history. This should only include successfully completed projects and not include those commissioned but yet to be completed or those submitted but not selected (not to exceed two pages per artist); • Five images of previous work including completed projects and most recent relevant commissions. This should only include successfully completed projects and not include those commissioned but yet to be completed or those submitted but not selected. Annotate each image with descriptions that include title, date, location, materials, art budget, and brief description of the design and installation process; • References: The names, email addresses, and daytime phone numbers of three professional references. <p>If applying as a team of artists, this information must be included for each artist and also an outline of each artists' role in the Project.</p>
<input type="checkbox"/> Cost Proposal	<p>The Cost Proposal should be prepared by itemizing costs by tasks under each Project Phase:</p> <ul style="list-style-type: none"> o Phase 1 (Estimated Itemized Cost) o Phase 2 (Estimated Itemized Cost) o Phase 3 (Estimated Itemized Cost) <ul style="list-style-type: none"> • Format: Proposers shall submit their Cost Proposals in excel with the following headings. <ul style="list-style-type: none"> o Phase 1 o Phase 2 o Phase 3

PROPOSAL APPENDICES	
<input type="checkbox"/> Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. <ul style="list-style-type: none"> • Financial Statement or Annual Report • Business tax return • Statement of income and related earnings
<input type="checkbox"/> Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
MANDATORY ATTACHMENTS <i>The following are included as Attachments in PlanetBids. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form	
NON-MANDATORY ATTACHMENTS <i>The following are required for awarded Contractors prior to contract execution. If possible, Proposers are encouraged to include this information as part of their proposal to expedite processing.</i>	
<input type="checkbox"/> C. W-9	
<input type="checkbox"/> D. Business License	
<input type="checkbox"/> E. Proof of Registration with Secretary of State	
<input type="checkbox"/> F. Faithful Performance Bond	
<input type="checkbox"/> G. Labor and Materials Bond	
<input type="checkbox"/> H. Artist Waiver Form	
<input type="checkbox"/> I. Release & Waiver of Liability & Assumption of Risk Agreement	
<input type="checkbox"/> PlanetBids	<i>Ensure your organization's PlanetBids profile is up to date, including an email address, phone number, and for any socioeconomic classifications you may qualify for.</i>

4.3 Narrative Proposal Template

An editable version of the template below has been posted to PlanetBids. Proposers should complete the editable template and submit it as their narrative proposal.

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Website	
	Federal Tax ID Number	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	

Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the proposer/organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation State and Date of incorporation: _____	
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Other _____	
Please describe why the proposer meets minimum qualifications/is qualified to provide the services described in this RFP (1-2 paragraphs).		
Provide Artist Statement: <ul style="list-style-type: none"> • Description of type of art practice; • Brief summary of relevant experience as an artist, working with municipalities, and how this experience qualifies you for the Project; • Current resume, including public and private art commissions, exhibitions and publication history. This should only include successfully completed projects and not include those commissioned but yet to be completed or those submitted but not selected). (not to exceed two pages per artist) If applying as a team of artists, this information must be included for each artist and also an outline of each artists' role in the Project.		
How many employees does the proposer have nationally, locally, and residing in Long Beach?		
Where is the artist(s) located?		
Explain how the proposers have the necessary bandwidth to complete the scope of work within the required timeframe and can produce the required scope of work within budget.		
Attach five (5) images of previous work including completed projects and most recent relevant commissions. This should only include successfully completed projects and not include those		

commissioned but yet to be completed or those submitted but not selected. Annotate each image with descriptions that include title, date, location, materials, art budget, and brief description of the design and installation process.		
Does the proposal include subcontractors?		<input type="checkbox"/> Yes <input type="checkbox"/> No
REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
	Names of staff that will be designated to work per this RFP, if applicable	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
	Names of staff that will be designated to work per this RFP, if applicable	
Reference 3	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
	Names of staff that will be designated to work per this RFP, if applicable	

SUB-CONTRACTOR CONTACT INFORMATION (if applicable) Please provide this information for all subcontractors included in this proposal.		
Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
	Name	

Other Point of Contact (if required)	Title	
	Email Address	
	Phone Number	
SUBCONTRACTOR CAPACITY & EXPERIENCE		
What type of enterprise is the proposer/organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation State and Date of incorporation: _____	
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Other _____	
Which specific requirements of this RFP will the subcontractor perform?		
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.		
Please describe why the subcontractor is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the subcontractor has been providing the services described in this RFP (1-3 sentences).		
How many employees does the subcontractor have nationally, locally, and residing in Long Beach?		
Where are the subcontractors located?		

Method of Approach

1. Public Art Concept: Please summarize your proposed art method and include images of the proposed concept.
2. Workplan: Explain how you will achieve the target outcomes/outputs of the RFP. Please summarize your proposed workplan with timelines for key milestones.
3. Please answer the following: <ul style="list-style-type: none"> • How does the proposed concept stimulate excellence in urban design and public arts? • How does the proposed concept enhance community identity and place? • How does the proposed concept contribute to community vitality? • How does the proposed concept involve a broad range of people/communities? • How is the proposed concept sustainable, secure and technically feasible?

4. Proposers should identify the risks that may occur in delivering the Project. Outline how you plan to mitigate the risks involved in the Project.
5. Please outline what you anticipate you will need from the City to implement the contract successfully.

Communications & Reporting

1. Explain how you will document progress on the Project's deliverables.
2. If a team of artists, please explain how the artist team will be managed.
3. Explain how you will report on performance to the City, and coordinate with the City to meet the objectives of the RFP.
4. Please outline how you will work with community groups in the development of the proposed public art pieces.
5. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.

5 Terms & Conditions

5.1 Acronyms/Definitions

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

5.2 Solicitation Terms & Conditions

1. 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.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer'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.
4. 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.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. 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.
10. 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 Proposers.
11. 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 Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
12. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
13. 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.
14. Proposals may be withdrawn by written notice received prior to the proposal opening time.
15. 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 or prospective Contractor.
16. 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.
17. Prices offered by Proposers 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.

18. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
19. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer 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.
20. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer 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 Proposer's obligations.
21. If the Contractor elects to use subcontractors, 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.
22. Each Proposer 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 Proposer on the grounds of actual or apparent conflict of interest.
23. Each Proposer 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 Proposer or in which the Proposer 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 Proposer'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.
24. The City reserves the right to negotiate final contract terms with any Proposers 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.
25. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
26. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

27. The City will not be liable for Federal, State, or Local excise taxes.
28. 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 Proposer expressly excludes.
29. Proposer 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 Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
30. Proposals shall be kept confidential until a contract is awarded.
31. 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.
32. 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. If Attachment G is not present in the RFP, the Equal Benefits Ordinance does not apply to this procurement.
33. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. 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.

5.3 Contract Terms & Conditions

1. 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.
2. The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
3. 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. Additional information is available at www.longbeach.gov/finance/business_license.
4. 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.

5. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").
6. 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.
7. 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.
8. 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.
9. If the Contractor elects to use subcontractors, the Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
10. The provisions of this Section shall survive the expiration or termination of this Contract.

5.4 Additional Requirements from Funding Source

Not applicable.

5.5 Protest Procedures

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.

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

Form of Protest

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

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.

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.

4.3 Narrative Proposal Template

An editable version of the template below has been posted to PlanetBids. Proposers should complete the editable template and submit it as their narrative proposal.

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	Katherine England
	Company Address	221 N. Woods Ave, Fullerton, Ca. 92832
	Website	www.katherineengland.com
	Federal Tax ID Number	
Authorized Representative	Name	katherine england
	Title	owner
	Email Address	Katherine@Katherineengland.com
	Phone Number	714.225.2516
Other Point of Contact (if required)	Name	Dawn Mendelson
	Title	1721 E. 2nd St. Long Beach, Ca.90802
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the proposer/organization?	<input type="checkbox"/> Non-Profit	
	<input checked="" type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation State and Date of incorporation: _____	
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Other _____	
Please describe why the proposer meets minimum qualifications/is qualified to provide the services described in this RFP (1-2 paragraphs).	Please see attachment 1a	
Provide Artist Statement: <ul style="list-style-type: none"> Description of type of art practice; Brief summary of relevant experience as an artist, working with municipalities, and how this experience qualifies you for the Project; Current resume, including public and private art commissions, exhibitions and publication history. This should only include successfully completed projects and not include those commissioned but yet to be completed or 	Please see attachment 1b	

those submitted but not selected). (not to exceed two pages per artist) If applying as a team of artists, this information must be included for each artist and also an outline of each artists' role in the Project.		
How many employees does the proposer have nationally, locally, and residing in Long Beach?		Dawn Mendelson is a longtime resident of Long Beach
Where is the artist(s) located?		Fullerton
Explain how the proposers have the necessary bandwidth to complete the scope of work within the required timeframe and can produce the required scope of work within budget.		Please see Attachment 1c
Attach five (5) images of previous work including completed projects and most recent relevant commissions. This should only include successfully completed projects and not include those commissioned but yet to be completed or those submitted but not selected. Annotate each image with descriptions that include title, date, location, materials, art budget, and brief description of the design and installation process.		Please see 'Samples of England Work' and 'Samples of Mendelson Work'
Does the proposal include subcontractors?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
REFERENCES		
Reference 1	Company	City of Anaheim
	Project Manager	Pamela Galera LEEDAP, ASLA
	Phone Number	7147654463
	Project Description	Several mosaic installations, Ponderosa Park
	Project Start and End Dates	2018-2020
	Names of staff that will be designated to work per this RFP, if applicable	
Reference 2	Company	Fullerton School District
	Project Manager	Kyle Meyer
	Phone Number	714-447-4789
	Project Description	Front of School District Office and other projects
	Project Start and End Dates	2019-2020
	Names of staff that will be designated to work per this RFP, if applicable	
Reference 3	Company	Nuvis Landscape Architecture and Planning
	Project Manager	Perry Cardoza, RLA ASLA
	Phone Number	7147547311

	Project Description	Paul Revere Park and other projects
	Project Start and End Dates	2017-2019
	Names of staff that will be designated to work per this RFP, if applicable	

SUB-CONTRACTOR CONTACT INFORMATION (if applicable)

Please provide this information for all subcontractors included in this proposal.

Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	

SUBCONTRACTOR CAPACITY & EXPERIENCE

What type of enterprise is the proposer/organization?	<input type="checkbox"/> Non-Profit
	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> General Partnership
	<input type="checkbox"/> Corporation State and Date of incorporation: _____
	<input type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Other _____
Which specific requirements of this RFP will the subcontractor perform?	
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	
Please describe why the subcontractor is qualified to provide the services described in this RFP (1-2 paragraphs).	
Please describe the length of time the subcontractor has been providing the services described in this RFP (1-3 sentences).	
How many employees does the subcontractor have nationally, locally, and residing in Long Beach?	

Where are the subcontractors located?	
---------------------------------------	--

Method of Approach

1. Public Art Concept: Please summarize your proposed art method and include images of the proposed concept.
Please see attachment 2a
2. Workplan: Explain how you will achieve the target outcomes/outputs of the RFP. Please summarize your proposed workplan with timelines for key milestones.
Please see attachment 2b
3. Please answer the following: <ul style="list-style-type: none"> • How does the proposed concept stimulate excellence in urban design and public arts? • How does the proposed concept enhance community identity and place? • How does the proposed concept contribute to community vitality? • How does the proposed concept involve a broad range of people/communities? • How is the proposed concept sustainable, secure and technically feasible?
Please see attachment 2c
4. Proposers should identify the risks that may occur in delivering the Project. Outline how you plan to mitigate the risks involved in the Project.
Please see attachment 2d
5. Please outline what you anticipate you will need from the City to implement the contract successfully.
We are very self sufficient. Mostly I will need help understanding and complying with the red tape req

Communications & Reporting

1. Explain how you will document progress on the Project's deliverables.
I will be sending update pics and progress reports in an agreed upon manner
2. If a team of artists, please explain how the artist team will be managed.
Please see attachment 2e
3. Explain how you will report on performance to the City, and coordinate with the City to meet the objectives of the RFP.
Katherine can commucate by email or presentation to the powers that be in an agreed upon timeline
4. Please outline how you will work with community groups in the development of the proposed public art pieces.
Katherine and Dawn will present to any neighborhood organizatoins or public arts committees as nee
5. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.


Attachment A: Authorization & Certification

I certify that:

- i. I am authorized to submit this Request for Proposals on behalf of the organization above.
- ii. I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions to the terms and conditions that will be requested have been documented in the table below, Exceptions to Terms & Conditions.
- iii. The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.
- iv. 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.
- v. 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.

Furthermore, as a current or potential Contractor 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:

- i. Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- ii. 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;
- iii. Do not presently have a proposed debarment proceeding pending;
- iv. 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;
- v. 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.
- vi. 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.
- vii. 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.

		
Name	Signature	Date

Exceptions to Terms & Conditions

EXCEPTIONS TO TERMS AND CONDITIONS (IF APPLICABLE)

Exceptions to terms and conditions are uncommon, and Proposers are not encouraged to take exception to terms and conditions. However, in the event there are terms that should be reviewed as part of potential negotiation of a final contract, they should be listed here. The City of Long Beach has no obligation to accept any exceptions to terms and conditions. Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

Term & Condition Number	Explanation of Objection

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Katherine England Federal Tax ID No. [REDACTED]
Address: 221 N. Woods
City: Fullerton, CA State: CA ZIP: 92832
Contact Person: same Telephone: 714 225 2516
Email: queenla@yaho.com Fax: _____

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

Printed Name: Kathemi England Title: _____

Signature:  Date: July 25 2021

Business Entity Name: Katherine England



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 5th Floor
Long Beach, CA 90802

W-9
Form 990-SS (2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1. Name (last, first, and middle if known) **Katharine England**

2. Taxpayer's current address (street, city, state, and ZIP+4) **221 W. Woods
Pittston, CA 92632**

3. Check appropriate box for federal tax classification. Check only one of the following boxes below:
☒ A. Check one box for type of filer:
☐ a. Individual (sole proprietor or single-member LLC)
☐ b. Limited liability company (LLC) that is disregarded (do not check LLC) or partnership (check partnership)
☐ c. Other (specify below) _____
 4. Exemptions (see instructions for details)
☐ a. Exemption from FATCA reporting (code 000000)
☐ b. Exemption from FATCA reporting (code 000000)
☐ c. Exemption from FATCA reporting (code 000000)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the series given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a trust, alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

104-SS (2018) 104-SS (2018) 104-SS (2018) 104-SS (2018) 104-SS (2018) 104-SS (2018) 104-SS (2018) 104-SS (2018) 104-SS (2018) 104-SS (2018)

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or, if am paying for a number to be listed on this form, I am not subject to backup withholding because I am not subject to backup withholding on this form and have not been notified by the Internal Revenue Service that I am subject to backup withholding).
- I am a U.S. citizen or other U.S. person who has a TIN.
- If the FATCA number entered on this form is not my TIN, I am certifying that I am not subject to backup withholding because I am not subject to backup withholding on this form and have not been notified by the Internal Revenue Service that I am subject to backup withholding.

Sign Here: **[Signature]** Date: **Nov 23 2021**

General Instructions

1. This form is used to request a taxpayer identification number (TIN) for an individual or entity that is not a U.S. citizen or other U.S. person who has a TIN.

2. The TIN requested on this form must be the TIN that the requester will use to report income from the entity on its tax return.

3. The TIN requested on this form must be the TIN that the requester will use to report income from the entity on its tax return.

4. The TIN requested on this form must be the TIN that the requester will use to report income from the entity on its tax return.

5. The TIN requested on this form must be the TIN that the requester will use to report income from the entity on its tax return.

6. The TIN requested on this form must be the TIN that the requester will use to report income from the entity on its tax return.

7. The TIN requested on this form must be the TIN that the requester will use to report income from the entity on its tax return.

8. The TIN requested on this form must be the TIN that the requester will use to report income from the entity on its tax return.

9. The TIN requested on this form must be the TIN that the requester will use to report income from the entity on its tax return.

10. The TIN requested on this form must be the TIN that the requester will use to report income from the entity on its tax return.

NOT TRANSFERABLE
POST IN CONSPICUOUS PLACE

CITY OF FULLERTON
BUSINESS REGISTRATION CERTIFICATE

ACCOUNT NO: 573700

EXPIRATION DATE November 30, 2021

BUSINESS ACTIVITY ART STUDIO

ISSUE DATE December 01, 2020

REGISTRATION CERTIFICATE DOES NOT PERMIT BUSINESS OTHERWISE PROHIBITED: The payment of a business tax required by the provisions of Title 4 of the Fullerton Municipal Code (FMC) and its adoption by the City and the issuance of a registration certificate to any person shall not entitle the holder thereof to carry on any business unless he has complied with all the requirements of said code and all other applicable laws. Not to carry on any business in any building or on any premises designated in such registration certificate in the event such building or premises are situated in a zone, or locality in which the conduct of such business is in violation of any law (Section 4.02.220-FMC). This certificate is issued solely to raise revenue for municipal purposes and is not intended for regulation (Section 4.02.030-FMC).

OWNER KATHERINE ENGLAND

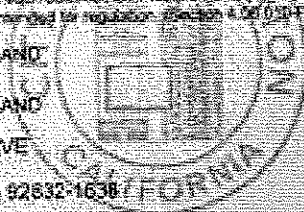
BUSINESS NAME KATHERINE ENGLAND

MAILING ADDRESS 221 N WOODS AVE

CITY AND STATE FULLERTON, CA 92632-1638

Business Address in Fullerton

221 N WOODS AVE



Attachment E

Secretary of State Certification

WAIVED

Attachment F

Faithful Performance Bond

WAIVED

Attachment G

Labor and Materials Bond

WAIVED

ATTACHMENT H

City of Long Beach
Department of Parks, Recreation & Marine
ARTIST WAIVER FORM [OPTIONAL at time of submission].

The provisions of this document shall apply to modify the undersigned Artist's rights of attribution and integrity as set out in the Visual Artists Rights Act, 17 U.S.C. §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), and any rights arising under United States federal or state law or under the laws of another country that convey rights of the same nature as those conveyed under VARA and CAPA, as against the City of Long Beach ("City"), its boards and commissions, and their officials, employees and agents. The City shall be entitled to photograph and film the Artist creating the artwork for use in City publications, educational material, and/or promotion for the use in the form of print media, as well as the internet, film, and all other forms of electronic or other media, including third party works. The Artist retains the rights to their image. Should copyrighted material be used as the basis for the artwork, the Artist shall provide the City with a copyright release.

If artwork is not repaired or maintained by Artist or organization under City contract to install the artwork to the satisfaction of the Director of the Department of Parks, Recreation and Marine (Department), the Artist agrees that the City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the artwork in whole or in part.

Legal Name of Artist: Katherine England
Location of Artwork: Red car/Greenbelt Name of Park/Facility/Address
Artwork Title: Native Flowers
Artwork Type, please circle: mural, sculpture, painting, or other form.
If other form, please describe:

Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice.

Artist's Address for Notice:

Street Address: 221 N. Woods Ave
City, State, Zip: Fullerton, CA
Artist Email Address: greenladeeda@mac.com
Artist's Website: Kathleenengland.com

Notice of Artist's address change must be mailed to:

Director
Department of Parks, Recreation & Marine
2760 N. Studebaker Road
Long Beach, CA 90815

Artist understands the effect of this waiver and hereby acknowledges that Artist is surrendering the rights described herein with respect to the artwork.

ARTIST NAME:

Dec 2 2021, 20__
Date

Kathleen England
Print Full Name
[Signature]
Signature
Artist

CITY OF LONG BEACH, a municipal
Corporation

_____, 20__
Date

By _____
City Manager
"City"

CITY OF LONG BEACH
RELEASE AND WAIVER OF ALL LIABILITY AND ASSUMPTION OF RISK AGREEMENT
(OPTIONAL at time of submission)

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility or area;
2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses, which may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of others, the condition of the facilities, equipment or areas where the event or activity is being conducted, the rules of play or this type of event or activity;
3. Assume any and all risks of bodily injuries to myself, including medical or hospital bills, permanent or partial disability, death and damages to my property, caused by or arising from my participation in this event or activity;
4. Covenant not to sue, or present any claim for personal injury, property damage or wrongful death against _____ (Permittee/Sponsor), the City of Long Beach and their officers, employees and agents for damages attributable to my participation in the event or activity;
5. Release, waive, discharge and relinquish (Permittee/Sponsor), the City of Long Beach and their officers, employees and agents from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise;
6. Agree that photographs, pictures, slides, movies or videos of me may be taken in connection with my participation in this event or activity without compensation from the City of Long Beach or Permittee/Sponsor, and consent to the use of these photographs, pictures, slides, movies or videos for any legal purpose;
7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity.
8. Acknowledge that the City of Long Beach and Permittee/Sponsor are not joint sponsors, joint venturers, partners or otherwise jointly engaged in the above-named event or activity.

ALL RISKS BY SIGNING IT, AND SIGNATURE OF THE PERSON SIGNING IT

Katherine England

PRINTED NAME

SIGNATURE

12/02/21
DATE