

AGREEMENT

30889

THIS AGREEMENT is made and entered, in duplicate, as of August 15, 2008 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 12, 2008, by and between BELLINGHAM MARINE INDUSTRIES, INC., a Washington corporation ("Consultant"), with a place of business at 1205 Business Park Drive, Dixon, California 95620, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with the engineering design for the rebuild of the Alamitos Bay Marina, Basin 4 ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed One Million Four Hundred Ninety Thousand Dollars (\$1,490,000.00), at the rates or charges shown in Exhibit "A-1".

B. Consultant may select the time and place of performance for

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

1 these services provided, however, that access to City documents, records, and the
2 like, if needed by Consultant, shall be available only during City's normal business
3 hours and provided that milestones for performance, if any, are met.

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

18 D. Consultant represents that Consultant has obtained all
19 necessary information on conditions and circumstances that may affect its
20 performance and has conducted site visits, if necessary.

21 E. CAUTION: Consultant shall not begin work until this
22 Agreement has been signed by both parties and until Consultant's evidence of
23 insurance has been delivered to and approved by the City.

24 2. TERM. The term of this Agreement shall commence at midnight on
25 August 1, 2008, and shall terminate at 11:59 p.m. on July 31, 2010, unless sooner
26 terminated as provided in this Agreement, or unless the services or the Project is
27 completed sooner.

28 3. COORDINATION AND ORGANIZATION.

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

9 B. The parties acknowledge that a substantial inducement to City
10 for entering this Agreement was and is the reputation and skill of Consultant's key
11 employees, Jim Puder and Kurt Grant. City shall have the right to approve any
12 persons proposed by Consultant to replace such key employees.

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

26 5. INSURANCE.

27 A. As a condition precedent to the effectiveness of this
28 Agreement, Consultant shall procure and maintain, at Consultant's expense for the

1 duration of this Agreement, from insurance companies that are admitted to write
2 insurance in California and have ratings of or equivalent to A:V by A.M. Best
3 Company or from authorized non-admitted insurance companies subject to
4 Section 1763 of the California Insurance Code and that have ratings of or
5 equivalent to A:VIII by A.M. Best Company the following insurance:

6 (a) Commercial general liability insurance (equivalent in scope to
7 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
8 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
9 coverage shall include but not be limited to broad form contractual liability,
10 cross liability, independent contractors liability, and products and
11 completed operations liability. The City, its boards and commissions, and
12 their officials, employees and agents shall be named as additional
13 insureds by endorsement (on City's endorsement form or on an
14 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
15 26 11 85), and this insurance shall contain no special limitations on the
16 scope of protection given to the City, its boards and commissions, and
17 their officials, employees and agents. This policy shall be endorsed to
18 state that the insurer waives its right of subrogation against City, its boards
19 and commissions, and their officials, employees and agents.

20 (b) Workers' Compensation insurance as required by the California
21 Labor Code and employer's liability insurance in an amount not less than
22 \$1,000,000. This policy shall be endorsed to state that the insurer waives
23 its right of subrogation against City, its boards and commissions, and their
24 officials, employees and agents.

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

27 (d) Commercial automobile liability insurance (equivalent in scope
28 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an

1 amount not less than \$500,000 combined single limit per accident.

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

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

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

21 E. Consultant shall require that all subconsultants or contractors
22 which Consultant uses in the performance of these services maintain insurance in
23 compliance with this Section unless otherwise agreed in writing by City's Risk
24 Manager or designee.

25 F. Prior to the start of performance, Consultant shall deliver to
26 City certificates of insurance and the endorsements for approval as to sufficiency
27 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of
28 the insurance, furnish to City certificates of insurance and endorsements

1 evidencing renewal of the insurance. City reserves the right to require complete
2 certified copies of all policies of Consultant and Consultant's subconsultants and
3 contractors, at any time. Consultant shall make available to City's Risk Manager
4 or designee all books, records and other information relating to this insurance,
5 during normal business hours.

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

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

16 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
17 contemplates the personal services of Consultant and Consultant's employees, and the
18 parties acknowledge that a substantial inducement to City for entering this Agreement
19 was and is the professional reputation and competence of Consultant and Consultant's
20 employees. Consultant shall not assign its rights or delegate its duties under this
21 Agreement, or any interest in this Agreement, or any portion of it, without the prior
22 approval of City, except that Consultant may with the prior approval of the City Manager
23 of City, assign any moneys due or to become due the Consultant under this Agreement.
24 Any attempted assignment or delegation shall be void, and any assignee or delegate
25 shall acquire no right or interest by reason of an attempted assignment or delegation.
26 Furthermore, Consultant shall not subcontract any portion of its performance without the
27 prior approval of the City Manager or designee, or substitute an approved subconsultant
28 or contractor without approval prior to the substitution. Nothing stated in this Section

1 shall prevent Consultant from employing as many employees as Consultant deems
2 necessary for performance of this Agreement.

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

9 8. MATERIALS. Consultant shall furnish all labor and supervision,
10 supplies, materials, tools, machinery, equipment, appliances, transportation, and services
11 necessary to or used in the performance of Consultant's obligations under this
12 Agreement, except as stated in Exhibit "C".

13 9. OWNERSHIP OF DATA. All materials, information and data
14 prepared, developed, or assembled by Consultant or furnished to Consultant in
15 connection with this Agreement, including but not limited to documents, estimates,
16 calculations, studies, maps, graphs, charts, computer disks, computer source
17 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
18 information, material, and memorandum ("Data") shall be the exclusive property of City.
19 Data shall be given to City, and City shall have the unrestricted right to use and disclose
20 the Data in any manner and for any purpose without payment of further compensation to
21 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
22 Data shall not be made available to any person or entity for use without the prior approval
23 of City. This warranty shall survive termination of this Agreement for five (5) years.

24 10. TERMINATION. Either party shall have the right to terminate this
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
26 prior notice to the other party. In the event of termination under this Section, City shall
27 pay Consultant for services satisfactorily performed and costs incurred up to the effective
28 date of termination for which Consultant has not been previously paid. The procedures

1 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
2 termination, Consultant shall deliver to City all Data developed or accumulated in the
3 performance of this Agreement, whether in draft or final form, or in process. And,
4 Consultant acknowledges and agrees that City's obligation to make final payment is
5 conditioned on Consultant's delivery of the Data to the City.

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

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

21 13. ADDITIONAL COSTS AND REDESIGN.

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

28 B. If the Project involves construction and the scope of work

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

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

12 15. LAW. This Agreement shall be governed by and construed pursuant
13 to the laws of the State of California (except those provisions of California law pertaining
14 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
15 regulations of and obtain all permits, licenses, and certificates required by all federal,
16 state and local governmental authorities.

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

20 17. INDEMNITY. Consultant shall, with respect to services performed in
21 connection with this Agreement, indemnify and hold harmless the City, its Boards,
22 Commissions, and their officials, employees and agents (collectively in this Section,
23 "City") from and against any and all liability, claims, demands, damage, loss, causes of
24 action, proceedings, penalties, costs and expenses (including attorney's fees, court
25 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims
26 include allegations and include Claims for property damage, personal injury or death
27 arising in whole or in part from any negligent act or omission of Consultant, its officers,
28 employees, agents, sub-consultants, or anyone under Consultant's control (collectively

1 "Indemnitor"); recklessness; and willful misconduct. Independent of the duty to
2 indemnify, but only to the extent permitted by law and specifically by Civil Code Section
3 2782.8, and as a free-standing duty on the part of Consultant, Consultant shall defend
4 City and shall continue this defense until the Claim is resolved, whether by settlement,
5 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on
6 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
7 notify the City of any Claim within ten (10) days. Likewise, City shall notify Consultant of
8 any Claim, shall tender the defense of the Claim to Consultant, and shall assist
9 Consultant at Consultant's sole expense, as may be reasonably requested, in the
10 defense.

11 18. AMBIGUITY. In the event of any conflict or ambiguity between this
12 Agreement and any Exhibit, the provisions of this Agreement shall govern.

13 19. COSTS. If there is any legal proceeding between the parties to
14 enforce or interpret this Agreement or to protect or establish any rights or remedies under
15 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

16 20. NONDISCRIMINATION.

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

27 B. It is the policy of City to encourage the participation of
28 Disadvantaged, Minority and Women-owned Business Enterprises in City's

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

11 21. NOTICES. Any notice or approval required by this Agreement shall
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
13 postage prepaid, addressed to Consultant at the address first stated above, and to the
14 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager
15 with a copy to the City Engineer at the same address. Notice of change of address shall
16 be given in the same manner as stated for other notices. Notice shall be deemed given
17 on the date deposited in the mail or on the date personal delivery is made, whichever
18 occurs first.

19 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

26 C. Consultant warrants that the Data does not violate or infringe
27 any patent, copyright, trade secret or other proprietary right of any other party.
28 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials

1 and employees harmless from any and all claims, demands, damages, loss,
2 liability, causes of action, costs or expenses (including reasonable attorneys' fees)
3 whether or not reduced to judgment, arising from any breach or alleged breach of
4 this warranty.

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

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

18 25. CONTINUATION. Termination or expiration of this Agreement shall
19 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
20 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

21 26. TAX REPORTING. As required by federal and state law, City is
22 obligated to and will report the payment of compensation to Consultant on Form 1099-
23 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
24 resulting from payments under this Agreement. Consultant's Employer Identification
25 Number is [REDACTED] If Consultant has a Social Security Number rather than an
26 Employer Identification Number, then Consultant shall submit that Social Security
27 Number in writing to City's Accounts Payable, Department of Financial Management.
28 Consultant acknowledges and agrees that City has no obligation to pay Consultant until

1 Consultant provides one of these numbers.

2 27. ADVERTISING. Consultant shall not use the name of City, its
3 officials or employees in any advertising or solicitation for business or as a reference,
4 without the prior approval of the City Manager or designee.

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

9 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
10 designed to or entered for the purpose of creating any benefit or right for any person or
11 entity of any kind that is not a party to this Agreement.

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

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

BELLINGHAM MARINE INDUSTRIES, INC., a Washington corporation

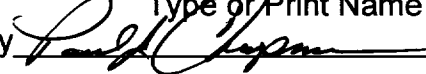
Aug. 28, 2008

By 

JAMES R. PUDEK

Type or Print Name

September 5, 2008

By 

Paul J. Chapman

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

October 6, 2008

By  Assistant City Manager

City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on September 15, 2008.

ROBERT E. SHANNON, City Attorney

By 
Deputy

EXHIBIT “A”

Scope of Work



Bellingham Marine Industries
1205 Business Park Drive
Dixon, CA 95620
(707) 678-2385
FAX (707) 678-1760

EXHIBIT A

**CITY OF LONG BEACH
ALAMITOS BAY MARINA REBUILD
DESIGN SCOPE OF PHASE 1, BASIN 4**

SCOPE OF WORK AND FEE

SCOPE OF WORK AND FEE

The City of Long Beach Parks, Recreation & Marine Department is seeking a design-build agreement to rebuild Alamitos Bay Marina. The improvements include waterside, landside, and restroom rehabilitation that have been established in City-provided plans and specifications. BMI was selected by the City on March 3, 2008 after a competitively bid process. In the effort to move forward on this project, Bellingham Marine (BMI) has prepared a design-only proposal for Phase 1, Basin 4 of the Alamitos Bay Marina project.

Our services include, but are not limited to, the following items:

- Confirmation of development intent, attendance at various meetings with City staff
- Site Investigation Work including Geotechnical & Site Survey
- Design Effort and Drawings sufficient for submittal to the City of Long Beach for building permits, including necessary float calculations, drafting, electrical and mechanical design, restroom design, and all other upland design.

The Parks Department/City of Long Beach will provide all available record as-built drawings of the existing facility and other applicable information necessary to perform the design effort. BMI will verify the as-built information and conduct a rough site survey to confirm the general layout of the facility.

TOTAL LUMP SUM FEE- \$1,490,000.00

This fee is a fixed-fee, lump-sum amount that will be billed monthly on percentage complete basis.

The drawings, specifications, and other documents prepared by BMI and its Design Engineers for this Project are intended solely for use with respect to this Project and are specific to BMI's Unifloat system. They are applicable only when the Project is manufactured and constructed by BMI. The City needs to agree to indemnify and hold BMI harmless from all claims, costs, and damages arising from or related to the City's use of any of these documents for any other purpose other than the construction of this project only by BMI. Additionally, as BMI's professional liability insurance is written on a construction form, our E&O insurance will be provided as of the date of execution of the contract for constructing the work.



EXTRA WORK

Work outside of the scope of work identified in Exhibit A shall be deemed extra work and will be billed on an hourly rate in accordance with Exhibit B. BMI will obtain written approval prior to commencing services outside the original scope.

Our monthly billing will be on a percent complete basis.

PERFORMANCE SCHEDULE

We will begin work upon receipt of a signed contract and written Notice to Proceed issued from the City.

EXHIBIT “A-1”



Bellingham Marine Industries

FEE SCHEDULE

Rate Sheet

(Effective August 1, 2008 thru August 1, 2010)

Professional and Technical Personnel Classifications

General Manager	\$234.00
Principal Project Manager	\$198.00
Construction Manager	\$182.00
Project Engineer	\$104.00
Scheduling Manager	\$104.00
CADD Operator/Drafter	\$94.00
Asst. CM / Field Engineer	\$62.00 - \$83.00
Clerical / Document Control	\$47.00 - \$68.00

Other Services

Consultants, Special Equipment, Reproduction, Materials, and Other Outside Charges:	Cost plus 15%
Vehicle Transportation:	Prevailing IRS

EXCEPTIONS AND GENERAL INFORMATION

1. The Scope of Work does not include payment of fees to Regulatory Agencies or Building Departments for applications, permits, reports or prints.
2. Changes in the Scope of Work will be deemed "Extra Services" and will be billed at the hourly rates presented in the above Fee Schedule, or at a negotiated price agreed upon prior to the performance of the services. The Consultant is required to obtain written approval prior to commencing services outside the original scope.
3. The Scope of Work does not include any reproductions or copies. All prints and reimbursable expenses, such as delivery charges and sub-consultants, will be invoiced at cost plus 15%.
4. This proposal is valid for sixty (60) days from submittal.

EXHIBIT “B”

City’s Representative: Mark Sandoval,
Manager of Marinas and Beaches

EXHIBIT “C”

Materials/Information Furnished: None

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AJ
BELLI-4

DATE (MM/DD/YYYY)
04/16/08

PRODUCER
Wells Fargo of California(irc)
Ins Services, Inc. Lic#0352275
2030 Main Street, Suite 200
Trvine CA 92614-7253
Phone: 949-225-6900 Fax: 949-225-6919

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Bellingham Marine Industries, Inc.
1205 Business Park Drive
Dixon, CA 95620

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A.	St. Paul Travelers Insurance	
INSURER B.	Alaska National Insurance	
INSURER C.	Lexington Insurance Co.	
INSURER D.		
INSURER E.		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	OL06100388	12/31/07	12/01/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> Stop Gap				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$ 2,000,000	
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG	\$ 2,000,000	
A		AUTOMOBILE LIABILITY	CK01800953	12/31/07	12/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS			AUTO ONLY - EA ACCIDENT	\$	
		<input checked="" type="checkbox"/> NON-OWNED AUTOS			OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$	
		GARAGE LIABILITY					
		<input type="checkbox"/> ANY AUTO					
A		EXCESS/UMBRELLA LIABILITY	OX06100053	12/31/07	12/01/08	EACH OCCURRENCE	\$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$25,000					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	07LWD30579 USL&H	12/31/07	12/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		Professional Liab.	1156543	12/31/07	12/01/08	Limit	\$5,000,000
						Ded.	\$50,000

APPROVED AS TO SUFFICIENCY
Michael Ales
RISK MANAGER
CITY OF LONG BEACH
DATE: 9/29/05

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Alamitos Bay Marina; Such coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractor's liability, and products and completed operations liability. The Owner, its officials, employees, agents, and Transystems shall be named as additional insureds as respects General Liability per attached endorsement,

CERTIFICATE HOLDER	CANCELLATION
CITLONG City of Long Beach c/o Dept. of Parks, Recreation & Marinas Attn: Beverley Glavas 205 Marina Drive Long Beach, CA 90803	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

NOTEPAD:HOLDER CODE CITLONG
INSURED'S NAME Bellingham MarineBELLI-4
OP ID AJPAGE 3
DATE 04/16/08

DESCRIPTION OF OPERATIONS CONT'D:

form #OMOL0138 Ed. 7-05, and this insurance shall contain no special
limitations on the scope of protection given to the Owner, its officials,
employees, agents, and Transystems.
30 day notice of cancellation for non-payment of premium.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CC: 500 D623

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BLANKET ADDITIONAL INSURED ENDORSEMENT -
INCLUDING COMPLETED OPERATIONS (BROAD FORM)

Michael Alvo
DATE: 9/29/08

In consideration of an additional premium of \$Included and subject to all terms, conditions and exclusions contained in this policy, and further subject to the conditions of this endorsement, it is agreed that:

1. Clause 11 - Persons Insured of Section I: General Conditions is amended to include as an additional insured, with waiver of subrogation if required, any person or organization whom the Named Insured is required to add as an additional insured on this policy under:
 - (1) A written contract; or
 - (2) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an additional insured; but the oral agreement or written contract must be:
 - (a) An "insured contract";
 - (b) Currently in effect or becoming effective during the term of this policy; and
 - (c) Executed or agreed to prior to an "occurrence" or offense that gives rise to a "claim" or "suit".

Such person or organization is an additional insured only with respect to liability arising out of work performed for said additional insured by or on behalf of the Named Insured. When required by a written contract or agreement between the Named Insured and the additional insured, shown on a Certificate of Insurance provided to this Company, coverage afforded by this policy shall be primary and non-contributory.

2. Where a contract or agreement for the lease or rental of premises obligates the Named Insured to add the manager or lessor of such premises as an additional insured, such manager or lessor is an additional insured only with respect to their liability arising out of the maintenance, operation or use by the Named Insured of that leased premises.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after the Named Insured has ceased to lease or rent the premises;
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured;
- (c) Liability arising out of the sole omission or negligence of the additional insured.



3. Where a contract or agreement for the lease or rental of equipment obligates the Named Insured to add the lessor of such equipment as an additional insured, such lessor is an additional insured only with respect to its liability arising out of the maintenance, operation or use by the Named Insured of that leased equipment.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after the equipment lease expires;
 - (b) Liability arising out of the sole omission or negligence of the additional insured.
4. When an additional insured is a partner or member of a partnership, joint venture, or limited liability company, this policy will only respond for liabilities insured hereunder for an amount not exceeding the additional insured's participation in such partnership, joint venture or limited liability company.
 5. The inclusion of an additional insured under this insurance does not:
 - (1) Increase the Limits of Insurance set forth under Clause 7, Limits of Insurance, of Section I: General Conditions;
 - (2) Obligate the Company to send notice of cancellation or change of coverage to an additional insured;
 - (3) Apply to an "insured contract" entered into by the additional insured.
 6. Insurance afforded to an additional insured under this policy shall not exceed the coverage and/or limits required by the contract or agreement between the Named Insured and additional insured.

Michael Alio

DATE

9/29/08

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned policy, other than as above stated.