



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

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

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

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

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

10 2. TERM. The term of this Agreement shall commence at midnight on  
11 July 1, 2012, and shall terminate at 11:59 p.m. on June 30, 2013, unless sooner  
12 terminated as provided in this Agreement, or unless the services or the Project is  
13 completed sooner.

14 3. COORDINATION AND ORGANIZATION.

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

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

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

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

11 5. INSURANCE.

12 A. As a condition precedent to the effectiveness of this  
13 Agreement, Vendor shall procure and maintain, at Vendor'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  
17 Section 1763 of the California Insurance Code and that have ratings of or  
18 equivalent to A:VIII 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  
24 completed operations liability. City, its boards and commissions, and their  
25 officials, employees and agents shall be named as additional insureds by  
26 endorsement (on City's endorsement form or on an endorsement  
27 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
28 this insurance shall contain no special limitations on the scope of



1 protection given to City, its boards and commissions, and their officials,  
2 employees and agents. This policy shall be endorsed to state that the  
3 insurer waives its right of subrogation against City, its boards and  
4 commissions, and their officials, 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  
21 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
22 days prior written notice to City, shall be primary and not contributing to any other  
23 insurance or self-insurance maintained by City, and shall be endorsed to state that  
24 coverage maintained by City shall be excess to and shall not contribute to  
25 insurance or self-insurance maintained by Vendor. Vendor shall notify City in  
26 writing within five (5) days after any insurance has been voided by the insurer or  
27 cancelled by the 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 Vendor guarantees that Vendor 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. Vendor shall require that all sub-Vendors or contractors that  
7 Vendor 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, Vendor shall deliver to City  
11 certificates of insurance and the endorsements for approval as to sufficiency and  
12 form. In addition, Vendor 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  
15 copies of all policies of Vendor and Vendor's sub-Vendors and contractors, at any  
16 time. Vendor 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  
21 more frequently than once a year, City's Risk Manager or designee may require  
22 that Vendor, Vendor's sub-Vendors and contractors change the amount, scope or  
23 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  
26 construed or deemed as a limitation on liability relating to Vendor's performance or  
27 as full performance of or compliance with the indemnification provisions of this  
28 Agreement.

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

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

21           8.     MATERIALS. Vendor 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 Vendor's obligations under this Agreement,  
24 except as stated in Exhibit "C".

25           9.     OWNERSHIP OF DATA. All materials, information and data  
26 prepared, developed or assembled by Vendor or furnished to Vendor in connection with  
27 this Agreement, including but not limited to documents, estimates, calculations, studies,  
28 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 Vendor. Copies of Data may  
5 be retained by Vendor but Vendor warrants that Data shall not be made available to any  
6 person or entity for use without the prior approval of City. This warranty shall survive  
7 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  
11 pay Vendor for services satisfactorily performed and costs incurred up to the effective  
12 date of termination for which Vendor 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, Vendor 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, Vendor  
16 acknowledges and agrees that City's obligation to make final payment is conditioned on  
17 Vendor's delivery of the Data to City.

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

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

1 this Agreement by Vendor; or (c) a third party who has a right to disclose does so to  
2 Vendor without restrictions on further disclosure; or (d) must be disclosed pursuant to  
3 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  
7 from the work. No extra work may be undertaken unless a written order is first given by  
8 the City, incorporating any adjustment in the Agreement Sum, or the time to perform this  
9 Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement  
10 Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be  
11 approved by the City Representative. Any greater increases, taken either separately or  
12 cumulatively, must be approved by the City Council. It is expressly understood by  
13 Vendor that the provisions of this paragraph do not apply to services specifically set forth  
14 in the RFP or reasonably contemplated in the RFP. Vendor acknowledges that it accepts  
15 the risk that the services to be provided pursuant to the RFP may be more costly or time  
16 consuming than Vendor anticipates and that Vendor will not be entitled to additional  
17 compensation for the services set forth in the RFP.

18           14. RETENTION OF FUNDS. Vendor authorizes the City to deduct from  
19 any amount payable to Vendor (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  
21 the City for any losses, costs, liabilities or damages suffered by the City, and all amounts  
22 for which the City may be liable to third parties, by reason of Vendor's acts or omissions  
23 in performing or failing to perform Vendor's obligations under this Agreement. In the  
24 event that any claim is made by a third party, the amount or validity of which is disputed  
25 by Vendor, 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  
28 the right to deduct or to withhold will not, however, affect the obligations of Vendor to

1 insure, 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  
4 which expressly refers to this Agreement.

5           16. LAW.

6           A. This Agreement shall be governed by and construed pursuant  
7 to the laws of the State of California (except those provisions of California law  
8 pertaining to conflicts of laws). Vendor shall comply with all laws, ordinances,  
9 rules and regulations of and obtain all permits, licenses and certificates required  
10 by all federal, state and local governmental authorities. Jurisdiction of any  
11 litigation arising from the Agreement will be in Los Angeles County, California.

12           B. If any part of this Agreement is found to be in conflict with  
13 applicable laws, that part will be inoperative, null and void insofar as it is in conflict  
14 with any applicable laws, but the remainder of the Agreement will remain in full  
15 force and effect.

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

19           18. INDEMNITY.

20           A. Vendor shall indemnify, protect and hold harmless City, its  
21 Boards, Commissions, and their officials, employees and agents ("Indemnified  
22 Parties"), from and against any and all liability, claims, demands, damage, loss,  
23 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
24 costs and expenses, including attorneys' fees, court costs, expert and witness  
25 fees, and other costs and fees of litigation, arising or alleged to have arisen, in  
26 whole or in part, out of or in connection with (1) Vendor's breach or failure to  
27 comply with any of its obligations contained in this Agreement, or (2) negligent or  
28 willful acts, errors, omissions or misrepresentations committed by Vendor, its

1 officers, employees, agents, subcontractors, or anyone under Vendor's control, in  
2 the performance of work or services under this Agreement (collectively "Claims" or  
3 individually "Claim").

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

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

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

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

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

28 21. COSTS. If there is any legal proceeding between the parties to

1 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
2 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

3           22.    NONDISCRIMINATION.

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

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

26           23.    EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
27 accordance with the provisions of the Ordinance, this Agreement is subject to the  
28 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the



1 Long Beach Municipal Code, as amended from time to time.

2 A. During the performance of this Agreement, the Vendor  
3 certifies and represents that the Vendor will comply with the EBO. The Vendor  
4 agrees to post the following statement in conspicuous places at its place of  
5 business available to employees and applicants for employment:

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

11 B. The failure of the Vendor to comply with the EBO will be  
12 deemed to be a material breach of the Agreement by the City.

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

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

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

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

1 copy to the City Clerk at the same address. Notice of change of address shall be given in  
2 the same manner as stated for other notices. Notice shall be deemed given on the date  
3 deposited in the mail or on the date personal delivery is made, whichever occurs first.

4 25. WAIVER. The acceptance of any services or the payment of any  
5 money by City shall not operate as a waiver of any provision of this Agreement or of any  
6 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
7 Agreement shall not constitute a waiver of any other or subsequent breach of this  
8 Agreement.

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

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


20 28. ADVERTISING. Vendor shall not use the name of City, its officials  
21 or employees in any advertising or solicitation for business or as a reference, without the  
22 prior approval of the City Manager or designee.

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

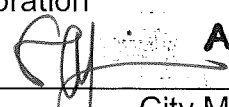
27 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
28 designed to or entered for the purpose of creating any benefit or right for any person or

1 entity of any kind that is not a party to this Agreement.


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

4 (NAME OF VENDOR)  
5 \_\_\_\_\_, 2012 By   
6 \_\_\_\_\_  
7 LEONARD ARKINSTALL  
Type or Print Name

8 \_\_\_\_\_, 2012 By \_\_\_\_\_  
9 \_\_\_\_\_  
10 Type or Print Name

11 "Vendor"  
12 CITY OF LONG BEACH, a municipal  
13 corporation  
14 9.20, 2012 By  **Assistant City Manager**  
15 \_\_\_\_\_  
16 City Manager EXECUTED PURSUANT  
17 "City" TO SECTION 301 OF  
THE CITY CHARTER.

18 This Agreement is approved as to form on Aug. 31, 2012.

19 ROBERT E. SHANNON, City Attorney  
20 By   
21 \_\_\_\_\_  
22 Deputy

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

28

# EXHIBIT “A-1”

Request for Proposals



City of Long Beach  
Purchasing Division  
333 West Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802

# City of Long Beach

## Request For Proposal Number PR12-030

For

### Maintenance and Management of Environmentally Sensitive Areas

Release Date: May 3, 2012  
Due Date: June 5, 2012

For additional information, please contact:  
**Purchasing Division, (562) 570-6200**  
This RFP is available in an alternative format by calling (562) 570-6200

**See Page 6, for instructions on submitting proposals.**

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

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

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

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

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

Signed \_\_\_\_\_

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



City of Long Beach  
Purchasing Division  
333 West Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802

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City of Long Beach  
Purchasing Division  
333 West Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802

**The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.**

## 1. OVERVIEW OF PROJECT

To provide the full spectrum of services necessary for the maintenance and management of a variety of environmentally sensitive areas and environmental tasks, including interpretive education and coordination of volunteer groups.

## 2. ACRONYMS/DEFINITIONS

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

- Awarded Vendor** The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
- Contract Monitor** Department of Parks, Recreation and Marine, Grounds Maintenance staff in charge of contract management.
- Division** Department of Parks, Recreation and Marine, Grounds Maintenance Division
- Evaluation Committee** An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a vendor.
- May** Indicates something that is not mandatory but permissible.
- RFP** Request for Proposal.
- Shall/Must** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
- Should** Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the City may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
- City** The City of Long Beach and any department or agency identified herein.
- Subcontractor** Third party not directly employed by the vendor who will provide services.
- Vendor** Organization/individual submitting a proposal in response to this RFP.



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### 3. SCOPE OF PROJECT

To provide the full spectrum of services necessary for the maintenance and management of a variety of environmentally sensitive areas and environmental tasks, including interpretive education and coordination of volunteer groups. The vendor shall provide maintenance to grounds, landscape, and to bodies of water inclusive of aquatic weed management, pond and culverts maintenance, water borne debris, and other necessary maintenance as provided in this request to the following City sites:

- A. Golden Shore Marine Biological Reserve
- B. Jack Dunster Biological Reserve
- C. Colorado Lagoon
- D. Rainbow Lagoon
- E. Rainbow Harbor
- F. Sims Pond
- G. Marine Stadium
- H. Pacific and Electric Right-of-Way (PEROW) greenbelt

Site Visits are highly recommended to allow prospective vendors to examine the physical conditions that will be encountered in performing the maintenance services required under this RFP.

All maintenance is to be conducted in an ecologically sound and defensible manner under the direction and with the approval of the Department's Bureau Manager, Superintendent or designee.

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

The Vendor shall furnish all labor, equipment, materials, except for dog waste bags but including decomposed granite, irrigation parts from the valve out and replacement of native plants, tools, services, and special skills required to perform the maintenance set forth in this RFP and in keeping with the highest standards of quality and performance, as well as safe work practices.

Monthly report of all activities is to accompany the monthly billing.

Reports must be detailed, thorough and may include, but not be limited to, the following:

- a. Suggestions for improving problem areas
- b. Reports of work planned
- c. Hazard reports shall be reported immediately and forms submitted monthly with any invoicing.
- d. Landfill diversion reports shall be submitted monthly with any invoicing.





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Maintenance of the landscape shall include but is not limited to trimming, pruning, fertilization, weed control and abatement (both in hardscapes and landscaped areas), cultivation, mulching, plant replacements, renovation, irrigation system maintenance and management, lake maintenance, and cleanup of drainage facilities. Irrigation maintenance shall include operation of the systems, adjustments, repairs, testing, and other work as needed. Vendor is responsible for repairs of natural occurring events such as erosion from storm damage, vegetation clean up and soil restoration.

The Vendor shall submit a Maintenance Schedule to the City within thirty (30) days of the start of the contract outlining the scheduled functions and include all elements within the contract.

It shall be the Vendors responsibility to inspect and identify any condition(s) that renders any portion of a site unsafe, including damage to City property, vandalism, damage caused by acts of God, as well as any unsafe practices occurring thereon. The Vendor will immediately notify the City representative(s) of any issue (s).

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

The Vendor is required to work with and to provide interpretive education and guidance to volunteer groups in designated areas as well as to coordinate and facilitate volunteer efforts.

Storms, high tides, and other weather conditions may affect the work involved in some areas. In such cases, the Vendor is to modify his work schedules and notify the Contract Monitor.



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4. **SUBMITTAL INSTRUCTIONS**

4.1 The Purchasing Division will accept questions in writing. Please submit all questions via e-mail to: [RFPPurchasing@longbeach.gov](mailto:RFPPurchasing@longbeach.gov) by May 15, 2012 at 5:00 PM. Responses to the questions will be posted on the City's website: [longbeach.gov/purchasing](http://longbeach.gov/purchasing) by May 22, 2012 at 5:00 PM.

4.2 RFP Timeline

<b>TASK</b>	<b>DATE/TIME</b>
Deadline for submitting questions	May 15, 2012 at 5:00 PM
Answers to all questions submitted available	May 22, 2012 at 5:00 PM
Deadline for submission of proposals	June 5, 2012 at 11:00 AM
Evaluation period	June 2012
Selection of vendor	July 2012

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

4.3 Vendors shall submit one (1) original proposal marked "ORIGINAL"; four (4) identical copies; and one (1) digital copy on CD or USB flash drive as follows:

City of Long Beach  
 Purchasing Division  
 Attn: Yvonne A. Lucas  
 333 West Ocean Blvd., 7<sup>th</sup> Floor  
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Proposals shall be submitted in a sealed envelope or box, clearly labeled on the outside as follows:

REQUEST FOR PROPOSAL NO.: PR12-030  
 FOR: MAINTENANCE AND MANAGEMENT OF  
 ENVIRONMENTALLY SENSITIVE AREAS

4.4 Proposals must be received by June 5, 2012 at 11:00 AM. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.



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- 4.5 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.
- 4.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the vendor.
- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal, by site**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together**.



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

5.1 Proposals shall be consistently evaluated based upon the following criteria:

- Demonstrated competence;
- Experience in performance of comparable engagements;
- Reasonableness of cost;
- Expertise and availability of personnel;
- Financial stability; and
- Conformance with the terms of this RFP.

5.2 Proposals shall be kept confidential until a contract is awarded.

5.3 The City may also contact the references provided in response to Section 8.3; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.

5.4 The City reserves the right to request clarification of any proposal term from prospective vendors.

5.5 Selected vendor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another vendor or withdraw the RFP

5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council.



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## 6. PROJECT SPECIFICATIONS

### 6.1 General Operations

1. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
2. All areas, including inter-tidal zone and water, shall have all trash, unwanted debris, including homeless debris, animal or human feces, glass, sharp objects, or other materials detrimental to human health, fish and fowl, removed daily and disposed of offsite. All trashcans must be wiped down, disinfected, and liners replaced daily. This will be at the expense of the contractor.
3. All sidewalk, decomposed granite walkway, AC walks, etc. abutting maintained areas shall be kept clean and free of weeds, sand, silt, and glass.
4. Decomposed granite paths and walkways shall be maintained and repaired as needed.
5. Lake maintenance per the Department's Park and Golf Lake and Pond Management Policy.
6. Tree maintenance per the Department's Tree Trimming Policy.
7. Report Bird counts/survey
8. All concrete drains and other surface drains under the sidewalk shall be kept free of vegetation, debris, and algae to allow unrestricted water flow on a daily basis.
9. All other drainage facilities shall be cleaned of all vegetation and debris daily, or as necessary. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be immediately reported to Park Maintenance Supervisor.
10. All mulch should be free of palm and pine.
11. The Vendor is required to work with and to provide interpretive education and guidance to volunteer groups in designated areas as well as to coordinate and facilitate volunteer efforts. Volunteers must sign waiver of liability, which must be kept for the duration of this contract and produced at City's request. A monthly report of volunteer activities is required at time of billing. The report/spreadsheet is to identify the work parties and/or volunteer groups, the locations, dates, project tasks conducted, and total number of hours and volunteers participating during the execution of interpretive responsibilities. An email copy of this report is to be sent to the Park Maintenance Supervisor on a monthly basis.
12. Pruning and the maintenance of native plants shall be conducted per the Rancho Santa Ana Botanical Garden's Care and Maintenance of Southern California Native Plant Gardens manual by Bart O'Brien, Betsey Landis and Ellen Mackey.
13. Work must be performed in compliance with the provisions of the Long Beach Municipal Code section 8.80, "Noise" and the City's Homeless Policy.

### 6.2 Golden Shore Marine Biological Reserve



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The area to be maintained is that area within the fence line from the waterline to the entrance and is to include the riprap, boom and the access roadway. (See map attached)

1. This site requires additional inspections and monitoring before, during and after rains and/or storms.
2. Assure proper functioning of the debris control boom at the mouth of the site and be responsible for its maintenance.
3. Engage in active vegetation control. This may include, but not be limited to, maintenance of approved plants, removal of invasive and other non-desirable plants and supplying and replanting desirable species as necessary in accordance with an agreed upon planting plan.
4. Conduct general cursory monitoring of topography, inter-tidal invertebrates, bird populations, and general condition of the site.
5. Provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.
6. Work in conjunction with City and Los Angeles County staff and volunteers in support of FoLAR's annual 'The Great Los Angeles River Cleanup' event.

### 6.3 Jack Dunster Marine Biological Reserve

The area to be maintained includes everything within the fence line and railing including the walkway to the outside dock. (See map attached)

1. Engage in active vegetation control. This may include, but not be limited to, maintenance of approved plants, removal of invasive and other non-desirable plants and supplying and replanting desirable species as necessary in accordance with established planting communities and as approved by City staff.
2. Weekly raking of decomposed granite trails. Repair as necessary.
3. Clean/power wash the educational docks at minimum 4 times a year, per NPDES standards.
4. Perform basic irrigation repairs, trouble-shooting and maintain the system operational at all times, including controller operation in compliance with city and state mandates for water conservation.
5. Irrigate plants at a rate that closely matches the actual demand of plant material with little or no runoff.
6. Aquatic vegetation will need to be monitored and controlled to maintain outflow and assist with mosquito abatement.
7. Bio-waste may be kept on site.
8. Due to decomposition all mulch should be replaced on a periodic basis, as determined by the City's designated Contract Monitor, typically twice a year. Vendor is to provide a three (3) inch thick layer for weed suppression and for water conservation.



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9. Identify and manage all exotic weeds and non-desirable plants so the area is weed free at all times. Hand removal of weeds around the immediate natives will be required in a 12" radius. Any herbicide spraying will be done by City staff.
10. Pruning; refer to Section 6.1.12
11. Provide interpretive education and guidance to volunteer work groups and to coordinate and facilitate volunteer efforts.

#### 6.4 Colorado Lagoon

The maintenance of the Colorado Lagoon is shared with the City's landscape contractor, the Department, and the Friends of Colorado Lagoon (FOCL).

The City's landscape contractor is responsible for the maintenance of all 'green and growing areas' as identified on the attached map.

The maintenance requirements under this contract are for those areas listed as water, the sand bordering inter-tidal zones and the three (3) trash traps as identified on the map.

1. This site requires additional inspections and monitoring before, during and after rains and/or storms.
2. Manually removing the trash accumulated in the trash traps on a quarterly basis and maintaining the nets/cages/screens clean/free of trash and debris.
3. Removal of unwanted aquatic plants and algae is required on an as-needed basis, typically twice per year, but more often if deemed necessary.
4. Summer months require close cooperation with the existing landscape contractor, FOCL to prevent landside litter from getting into the lagoon. Once debris enters the water, it is the Vendors responsibility to remove.
5. Identify exotic weeds and non-desirable plants for the purpose of eradication by manual methods. The Vendor is also expected to identify exotic weeds non-desirable plants for control by herbicide spraying which is to be done by City staff.
6. Removed aquatic plants to dry out on the edge of the lagoon for up to one (1) week prior to disposal.
7. Quarterly bird counts.
8. Monitor water quality for algae blooms and aquatic vegetation.
9. The Vendor is expected to provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.

#### 6.5 Rainbow Lagoon

See attached map for the area to be maintained.

1. Removal of unwanted aquatic plants, algae and mussels is necessary. Scuba diving capability is required for this task. The lagoon varies in depth from



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approximately 3 to 7 feet and is made up of a cement bottom. Thirty (30) annual dives are to be included with the annual cost of the contract. Additional dives may be required.

2. Monitor water quality for algae blooms and aquatic vegetation.
3. Any significant change in existing conditions and/or equipment must be reported to City staff immediately with an assessment for addressing identified problems.

#### 6.6 Rainbow Harbor

The area to be maintained begins at Pier Point Dock 1 to the boom and from the sea wall to Parker's Long Dock as identified on the attached map.

1. Area requires additional inspections and monitoring before, during and after rains and/or storms.
2. Remove debris from the riprap, sea wall and the jetty. City staff is responsible for removing water borne trash and debris.

#### 6.7 Sims Pond

The maintenance of Sims Pond shall be conducted in compliance with the Sims Pond Maintenance and Management Plan, the California Department of Fish and Game Guidelines and Permit.

The area to be maintained includes all the fenced-in area, including the sidewalk, as shown on the attached map.

1. This site requires additional inspections and monitoring before, during and after rains and/or storms. This is to include monitoring of water levels, culverts and perimeter.
2. Aquatic vegetation needs to be monitored and controlled to maintain outflow and assist with mosquito abatement. This is done twice per year, before and after nesting periods. Bio-waste may be kept on site.
3. Identify exotic weeds and non-desirable plants for the purpose of eradication by manual methods. The Vendor is also expected to identify exotic weeds non-desirable plants for control by herbicide spraying which is to be done by City staff.
4. Remove invasive plants and to supply and replant desirable species as necessary in accordance with the planting plan. City staff is to pre-approve changes to the site and/or planting plan.
5. Due to decomposition all mulch should be replaced on a periodic basis, as determined by the City's designated Contract Monitor, typically twice a year. Vendor is to provide a three (3) inch thick layer for weed suppression and for water conservation..





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6. Under the direct supervision of the city's designated Contract Monitor, the Vendor may work closely with City of Long Beach Vector Control to minimize and control those habitat aspects, which support the propagation of mosquitoes.
7. As needed tree trimming of trees 4 inches in diameter or less is required in this area to assure access, maintain trail clearance, prevent blocking of outflows and assist with mosquito abatement, fence clearance and protection of private and public property. Vendor will notify the Contract Monitor regarding necessary trimming of any tree over 4-inches in diameter.
8. Quarterly bird counts.
9. Any significant change in existing conditions must be reported to City staff immediately with an assessment of the problems/issues.
10. The vendor is expected to provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.
11. Monitor water quality for algae blooms and aquatic vegetation and water levels. Refill as necessary.
12. Pruning: refer to Section 6.1.12.

#### 6.8 Pacific Electric Right-of-Way (PEROW) Greenbelt

The area to be maintained is only that portion of the PEROW between Bennett St. and Termino Ave. between 7<sup>th</sup> and 8<sup>th</sup> streets as shown on the attached map, inclusive of the parkway off 8<sup>th</sup> street.

1. Maintain the vegetation in an esthetically pleasing and environmentally sound manner for native species on a quarterly basis.
2. Maintain vegetation for proper fire control at all times.
3. Trim foliage as needed to discourage homeless encampments and reduce the attractiveness of the area to the transient population.
4. Perform quarterly shrub pruning and quarterly weed abatement.
5. Due to decomposition all mulch should be replaced on a periodic basis, as determined by the City's designated Contract Monitor, typically twice a year. Vendor is to provide a three (3) inch thick layer for weed suppression and for water conservation.
6. Identify exotic weeds and non-desirable plants for the purpose of eradication by herbicide spraying to be done by City staff.
7. Identify and remove exotic weeds and non-desirable plants (for the purpose of eradication) by manual methods. The Vendor is also expected to identify exotic weeds non-desirable plants for control by herbicide spraying by City staff.
8. Close cooperation is required with other agencies such as the Long Beach Fire Department, California Department of Fish and Game and local homeowner associations.
9. Pruning: refer to Section 6.1.12

#### 6.9 Marine Stadium



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The area to be maintained begins at Davy's Launch Ramp to the end of the park as identified on the map attached.

1. Maintaining the riprap surrounding the Marine Stadium and the culverts free from litter and debris.
2. Perform quarterly weed abatement at minimum, or on an as-needed basis.



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**7. WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

**8. COMPANY BACKGROUND AND REFERENCES**

**8.1 PRIMARY CONTRACTOR INFORMATION**

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

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state vendor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- Company background/history and why vendor is qualified to provide the services described in this RFP.
- Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Certificates and licenses that pertain to RFP.

**8.2 SUBCONTRACTOR INFORMATION**

8.2.1 Does this proposal include the use of subcontractors?

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

If "Yes", vendor must:

- 8.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 8.2.1.2 Provide the same information for any subcontractors as is indicated in Section 8.1 for the vendor as primary contractor.
- 8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.



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8.2.1.4 The City requires that the awarded vendor 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.

8.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

### 8.3 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

### 8.4 BUSINESS LICENSE

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).



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## 9. COST

Vendors must submit a monthly fixed rate, inclusive of all costs and anticipated expenses associated with the responsibilities and related services indicated herein

## 10. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

### 10.1 Compliance with Laws

The vendor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and vendors performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order or decree should be discovered in the Contract, or which may become effective before the expiration of the Contract, the vendor shall report the same in writing to the City.

### 10.2 Bloodborne Pathogens and Bio-Hazardous Material

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

### 10.3 Environmental Requirements

Vendor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations, National Pollutant Discharge Elimination Program (NPDES) and the City's Stormwater Management Plan. Vendor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Vendor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Vendor's failure to comply with any state or federal law, regulation or rule.

In preparing the REF the vendor shall consider the following conditions pertaining to the completion of the specified maintenance tasks:

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



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2. Every effort shall be taken to minimize noise.
3. The Vendor is required to recycle green waste, keeping it separate from trash and other debris and encouraged to keep biomass on site.
4. Vendor shall have an understanding of Integrated Pest Management.

#### 10.4 Storms and Inclement Weather

During storms and periods of excessive rainfall the vendor shall provide supervisory inspection at all times to prevent or minimize possible damage from such adverse weather.

The vendor shall submit a report identifying any storm damage to the City's representative and attach a site map identifying location of damage.

Vendor will be required to remove trash and debris accumulated by high winds or other typical or non-typical environmental conditions.

#### 10.5 Soils and Plant Testing

Upon request, the vendor shall perform soil or plant testing of selected areas for soil fertility, salt build-up, pathological organisms, percolation tests, etc. The vendor may be required to pay the costs of the tests if negative results are related to incorrect maintenance practices. These tests will be used to determine whether additional treatments are required.

#### 10.6 Communication, Coordination, and Community Meetings

The vendor is expected to assure that all efforts and communications pertinent to the management of the sites with entities outside the Department are coordinated with the Contract Monitor. Outside entities may include other contractors, any governmental regulatory agency, individuals, private citizens, community groups and the media. Refer all communications with said parties to the Contract Monitor, including calls, emails, and other written communications. The vendor may also be required to attend or have a representative present at community meetings and/or department meetings pertinent to the areas of responsibilities. At no time should the vendor or his staff, identify himself as city staff or as a representative of the City.

#### 10.7 **CHANGES IN SERVICE**

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



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Changes in areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made after a change order, which shall clearly state the effective date of the change.

In the event that additional services are deemed necessary by the City for newly developed landscaped areas and appurtenant structures within existing premises or any portion thereof the City may, at its discretion, increase the Contractor's maintenance services requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the newly-developed area(s) based upon the Contract price provided for herein as said payment is applied on a unit cost as specified in the Contractor's bid. No work shall commence without the prior written authorization of the City.

City reserves the right to bid separately, outside the scope of this bid, for services to new sites and/or services. There is no guarantee that the City will request the bidder (if bidder becomes Contractor) to perform any additional work. Bidder must not rely on receiving a request from the City for additional work in preparing and submitting a bid.

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

- 11.1 This contract will be for a period of 12 months with two annual renewal options at the option of the city. The contract term will not exceed 36 months total.
- 11.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 11.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 11.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 11.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 11.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.



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- 11.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 11.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 11.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other vendor or prospective vendor.
- 11.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.13 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor 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 vendor for implementation of their proposal.
- 11.14 The City is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the City.
- 11.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each vendor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the vendor 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.
- 11.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each





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subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

- 11.17 The awarded vendor will be the sole point of contract responsibility. The City will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.18 The awarded vendor 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 vendor has submitted acceptable evidence of the required insurance coverages.
- 11.19 Each vendor 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 vendor on the grounds of actual or apparent conflict of interest.
- 11.20 Each vendor 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 vendor or in which the vendor 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 vendor'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.
- 11.21 The City will not be liable for Federal, State, or Local excise taxes.
- 11.22 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes.
- 11.23 The City reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor'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



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modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 11.24 Vendor 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 vendor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 11.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 11.26 Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the **Equal Benefits Ordinance**. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.

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



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**Attachment A**

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED SIGNATURE AND DATE

\_\_\_\_\_  
 PRINTED NAME AND TITLE

\_\_\_\_\_  
 COMPANY NAME

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

**EXCEPTION SUMMARY FORM**

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



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## **Attachment B**

### **STATEMENT OF NON-COLLUSION**

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

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

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE AND DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
COMPANY NAME



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## Attachment C

### W-9 FORM

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

#### Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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## Attachment D

# DEBARMENT CERTIFICATION FORM



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## Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
  - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
  - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. 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.

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

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

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

\_\_\_\_\_  
Date





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## **Acceptance of Certification**

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

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

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the Excluded Parties List System at [www.ep/s.gov](http://www.ep/s.gov) to make sure that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

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



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## **Attachment E**

### **SMALL BUSINESS ENTERPRISE PROGRAM**

There will be a combined SBE/VSBE/LSBE goal of 15% on this project.

**SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),  
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)**

**PROGRAM PROCEDURES AND GOALS**

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. SBE participation instructions can be downloaded on our website at [www.longbeach.gov/purchasing/sbe.asp](http://www.longbeach.gov/purchasing/sbe.asp). **There will be a combined SBE/VSBE/LSBE goal of 15% on this contract.**

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to **[www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing)** and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements. T

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

To learn more about the City's SBE Program, please visit **<http://www.longbeach.gov/purchasing/sbe.asp>**.



## COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN FOR PROFESSIONAL SERVICES CONTRACTS

### SECTION 1

Project Name:		Date:	
Prime Consultant:		Prime Contract \$ Amount:	
Estimated \$ Value of Prime's Participation:		Estimated % of Prime's Participation:	
Estimated \$ Value of SBE Participation:		Estimated SBE % of Prime Contract \$ Amount:	
Estimated \$ Value of VSBE Participation:		Estimated VSBE % of Prime Contract \$ Amount:	
Estimated \$ Value of LSBE Participation:		Estimated LSBE % of Prime Contract \$ Amount:	

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

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

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

Phone #

Signature

Date

Email

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

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

**INSTRUCTIONS FOR SECTION 2:**

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website ([www.longbeach.gov/purchasing/sbe.asp](http://www.longbeach.gov/purchasing/sbe.asp)).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:
  - a. locating the SBE/VSBE/LSBE on the City's website at ([www.longbeach.gov/purchasing/sbe.asp](http://www.longbeach.gov/purchasing/sbe.asp)).
  - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.



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## Attachment F

# EQUAL BENEFITS ORDINANCE

## EQUAL BENEFITS ORDINANCE DISCLOSURE

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

The EBO is applicable to the following employers:

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

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

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

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) 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
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the 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 that 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: \_\_\_\_\_ Title: \_\_\_\_\_

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

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



# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

## Section 1. CONTRACTOR/VENDOR INFORMATION

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

## Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

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

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

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



City of Long Beach  
Purchasing Division  
333 West Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment G

# PRO-FORMA (SAMPLE) AGREEMENT



1 hours and provided that milestones for performance, if any, are met.

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

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

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

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

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's  
28 representative, if any, named in Exhibit "B", attached to this Agreement and

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

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

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

24 5. INSURANCE.

25 A. As a condition precedent to the effectiveness of this  
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
27 duration of this Agreement, from insurance companies that are admitted to write  
28 insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to  
2 Section 1763 of the California Insurance Code and that have ratings of or  
3 equivalent to A:VIII by A.M. Best Company, the following insurance:

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

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

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

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

28 B. Any self-insurance program, self-insured retention, or

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

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

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

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

23 F. Prior to the start of performance, Consultant shall deliver to  
24 City certificates of insurance and the endorsements for approval as to sufficiency  
25 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of  
26 the insurance, furnish to City certificates of insurance and endorsements  
27 evidencing renewal of the insurance. City reserves the right to require complete  
28 certified copies of all policies of Consultant and Consultant's subconsultants and



1 contractors, at any time. Consultant shall make available to City's Risk Manager  
2 or designee all books, records and other information relating to this insurance,  
3 during normal business hours.

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

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

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

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

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

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

22          10.   TERMINATION.    Either party shall have the right to terminate this  
23 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
24 prior notice to the other party. In the event of termination under this Section, City shall  
25 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
26 date of termination for which Consultant has not been previously paid. The procedures  
27 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
28 termination, Consultant shall deliver to City all Data developed or accumulated in the

1 performance of this Agreement, whether in draft or final form, or in process. And,  
2 Consultant acknowledges and agrees that City's obligation to make final payment is  
3 conditioned on Consultant's delivery of the Data to City.

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

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

19 13. ADDITIONAL COSTS AND REDESIGN.

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

26 B. If the Project involves construction and the scope of work  
27 requires Consultant to prepare plans and specifications with an estimate of the  
28 cost of construction, then Consultant may be required to modify the plans and

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

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

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

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

18 17. INDEMNITY. Consultant shall, with respect to services performed in  
19 connection with this Agreement, indemnify and hold harmless City, its Boards,  
20 Commissions, and their officials, employees and agents (collectively in this Section,  
21 "City") from and against any and all liability, claims, allegations, demands, damage, loss,  
22 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,  
23 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")  
24 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of  
25 Consultant, its officers, employees, agents, sub-consultants or anyone under  
26 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,  
27 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of  
28 Indemnitor relating in any way to workers' compensation. Independent of the duty to

1 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend  
2 City and shall continue this defense until the Claim is resolved, whether by settlement,  
3 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on  
4 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall  
5 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any  
6 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at  
7 Consultant's sole expense, as may be reasonably requested, in the defense.

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

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

13           20. NONDISCRIMINATION.

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

24           B. It is the policy of City to encourage the participation of  
25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
26 procurement process, and Consultant agrees to use its best efforts to carry out  
27 this policy in its use of subconsultants and contractors to the fullest extent  
28 consistent with the efficient performance of this Agreement. Consultant may rely

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

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

16 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

1           this warranty.

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

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

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

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

27                   27.   ADVERTISING. Consultant shall not use the name of City, its  
28 officials or employees in any advertising or solicitation for business or as a reference,

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

1 without the prior approval of the City Manager or designee.

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

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

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

11 \_\_\_\_\_, 200\_ (NAME OF CONSULTANT)

12 By \_\_\_\_\_

13 \_\_\_\_\_  
14 Type or Print Name

15 \_\_\_\_\_, 200\_

16 By \_\_\_\_\_

17 \_\_\_\_\_  
18 Type or Print Name

19 "Consultant"

20 CITY OF LONG BEACH, a municipal  
21 corporation

22 \_\_\_\_\_, 200\_

23 By \_\_\_\_\_  
24 City Manager

25 "City"

26 This Agreement is approved as to form on \_\_\_\_\_, 200\_.

27 ROBERT E. SHANNON, City Attorney

28 By \_\_\_\_\_  
Deputy





City of Long Beach  
Purchasing Division  
333 West Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802

## Exhibit I

# ENCAMPMENT PROTOCOLS

## Procedures for Responding to Homeless Encampments on: *City Parks, Beaches and Marinas*

### Procedure

### Contact Person

- |   |  |
|---|--|
| <p>➤ Contact Parks, Recreation and Marine (PRM). PRM will verify presence of homeless encampment.</p>   | <p>Responsibility of City Employee receiving complaint.</p>  |
| <p>➤ In areas with no permanent sign posting, PRM will post temporary signage for 24-72 hours in the encampment area informing of the City's Camping Ordinance. Signage will serve as notice that all items and debris will be removed from the area on a specified date. PRM will notify the Homeless Services Coordinator of pending action.</p>                    | <p>Thomas Shippey, Manager<br/>Maintenance Operations Bureau<br/>Parks, Recreation and Marine<br/>(562) 570-4899<br/>Tom_Shippey@longbeach.gov</p> |
| <p>➤ In areas with permanent posting, PRM will schedule immediate cleanup and notify the Homeless Services Coordinator to provide outreach assistance.</p>  | <p>Susan Price<br/>Homeless Services Coordinator<br/>(562) 570-4003<br/>Susan_Price@longbeach.gov</p>  |
| <p>➤ PRM will clean up the site using discretion to store personal items. PRM posts site for a 72-hour period informing of action taken and location where items may be recovered. Items will be stored for 90 days at the Public Works Yard located at 1601 San Francisco Ave. Property held by the City for 90 days shall be disposed of pursuant to LBMC 2.78.</p> | <p>Thomas Shippey, Manager<br/>Maintenance Operations Bureau<br/>Parks, Recreation and Marine<br/>(562) 570-4899<br/>Tom_Shippey@longbeach.gov</p> |
| <p>➤ PRM and Police Departments will maintain active enforcement to prevent encampment from being re-established at the site.</p>   | <p>Police Department Communications<br/>(562) 435-6711</p>   |

Note: (1) If children and/or handicapped persons are observed at the encampment site, the Homeless Services Coordinator will be notified.  
 (2) If you suspect that there is a public safety or public health hazard at the encampment site, contact the Fire and/or the Health Department.

## Procedures for Responding to Homeless Encampments on: *Private Property*

### Procedures

### Contact Person

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>➤ Contact Community Development (CD). CD will verify presence of homeless encampment on private property.</li> </ul>  | <p>Responsibility of City Employee receiving complaint.</p>       |
| <ul style="list-style-type: none"> <li>➤ CD will contact property owner and request their assistance to remove encampment. CD will solicit a written request from property owner to enforce no trespassing laws on their property and request that property owner post "no trespassing" signage. CD coordinates with PD.</li> </ul>                | <p>Peggy Sanders<br/>Community Development<br/>(562) 570-6830</p> |
| <ul style="list-style-type: none"> <li>➤ If CD determines that the property location is in an NIS area, then the Neighborhood Services Bureau will contact property owner and issue a 30-day notice to rectify the violation. If violation is not corrected within 30 days, it will be referred to Code Enforcement for further action.</li> </ul> |   |
| <ul style="list-style-type: none"> <li>➤ Upon receipt of written request from property owner, Police Department begins enforcement of no trespassing violations</li> </ul>   | <p>Police Department Communications<br/>(562) 570-6711</p>        |
| <ul style="list-style-type: none"> <li>➤ If debris is left on property after trespassing enforcement begins, property owner is contacted by Planning/Building (PB) and advised that debris must be removed. PB initiates code enforcement procedures as appropriate.</li> </ul>  | <p>Tom Slater<br/>Community Development<br/>(562) 570-6336</p>    |

Note: (1) If children and/or handicapped persons are observed at the encampment site, the Homeless Services Coordinator will be notified.  
 (2) If you suspect that there is a public safety or public health hazard at the encampment site, contact the Fire and/or the Health Department.

## Procedures for Removal of Abandoned Shopping Carts

### Procedure

### Contact Person

- |   |   |
|---|---|
| ➤ For empty shopping carts with or without a store identification tag attached:   | California Shopping Cart Retrieval Corporation<br>1-800-252-4613  |
| ➤ For shopping carts with items inside - with or without the store identification tag attached - contact Public Works (PW). PW will remove cart and items, and post area for 3 days to inform persons of removal of property. Any items kept will be stored for 90 days at the Public Works Yard, located at 1601 San Francisco Avenue. The Police Department will coordinate the release of stored property with PW. Property held by the City for 90 days shall be disposed of pursuant to LBMC 2.78. PW will contact California Shopping Cart Retrieval Corp. as needed. | Public Works St. Maintenance<br>(562) 570-2700<br><br>Police Department Communication<br>(562) 435-6711 |

The above procedures apply to abandoned shopping carts on the public right-of-way, City-owned property and City Parks.

## Procedures for Responding to Homeless Encampments on: *Public Right-Of-Way*

Procedure	Contact Person
<p>➤ Contact Public Works-Street Maintenance (PW). PW will verify presence of homeless encampment on public right-of-way.</p>	<p>Responsibility of City Employee receiving complaint.</p>
<p>➤ PW will contact the Homeless Service Coordinator for outreach assistance. PW will post signage informing of City's Camping Ordinance and that all items and debris will be removed from the area within seven (7) days.</p>	<p>Public Works St. Maintenance (562) 570-2700</p> <p>Susan Price Homeless Services Coordinator (562) 570-4003 Susan_Price@longbeach.gov</p>
<p>➤ On the day of the cleanup, PW will distribute flyers informing where items will be stored. PW will use discretion whether to store items. Items will be stored for 90 days at the Public Works Yard located at 1601 San Francisco Ave. Property held by the City for 90 days shall be disposed of pursuant to LBMC 2.78.</p>	<p>Public Works St. Maintenance (562) 570-2700</p>
<p>➤ Police Department will maintain active enforcement to prevent encampment from being re-established at the site.</p>	<p>Police Department Communications (562) 570-6711</p>

Note: (1) If children and/or handicapped persons are observed at the encampment site, the Homeless Services Coordinator will be notified.  
 (2) If you suspect that there is a public safety or public health hazard at the encampment site, contact the Fire and/or the Health Department.



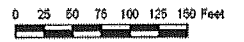
City of Long Beach  
Purchasing Division  
333 West Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802

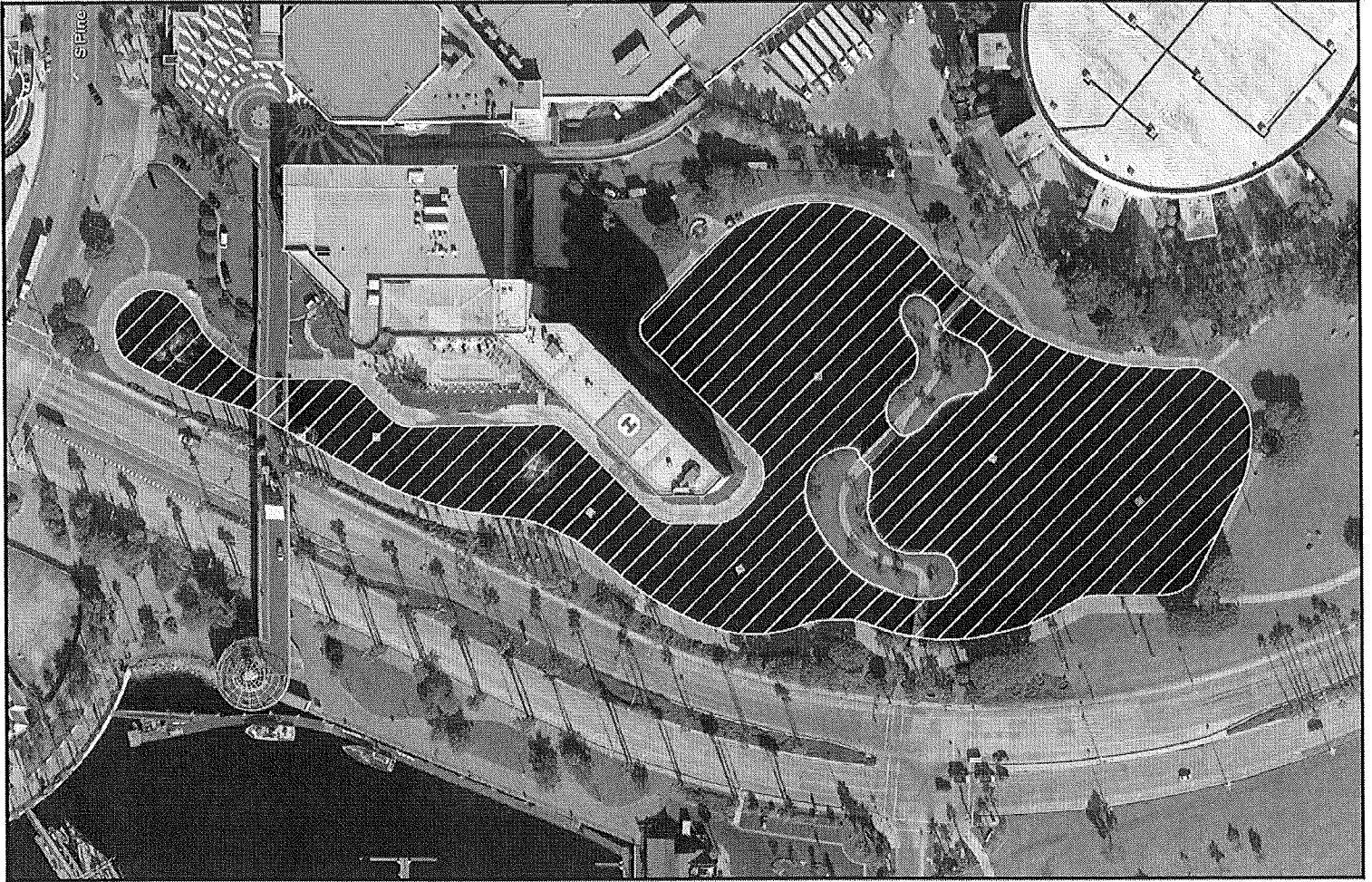
## **Exhibit II**

### **MAPS**

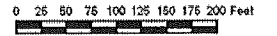


Sims' Pond  
6.12 ac.

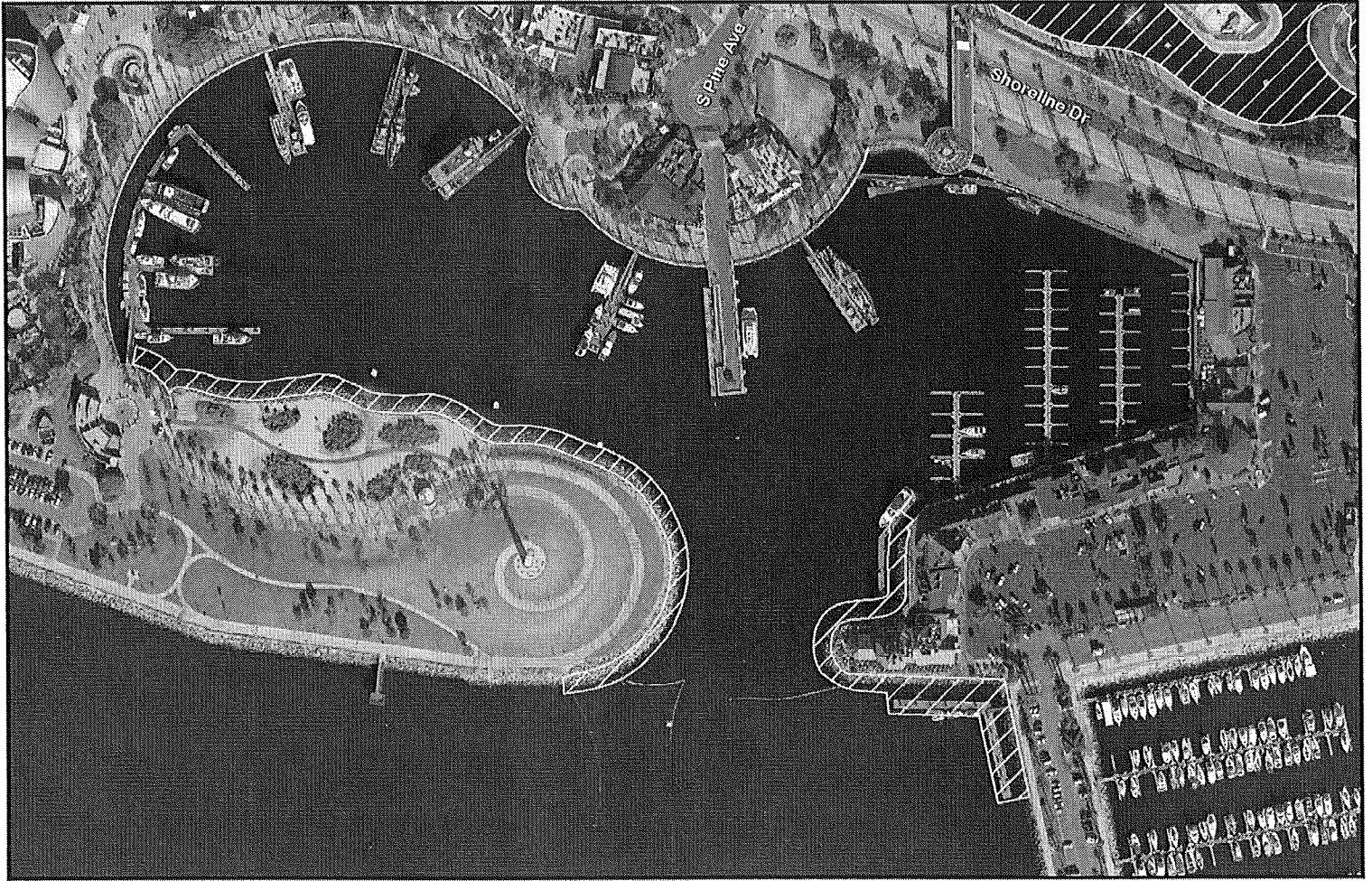




Rainbow Lagoon  
Water area 5.56 ac.





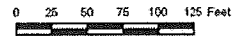


Rainbow Harbor  
Water Area 1.72 ac.





P.E. Greenbelt - 7th St. to 8th St.  
2.63 ac.







**Marine Stadium and  
Davies Launch Ramp**  
4.78 ac.

0 100 200 300 400 500 600 700 Feet

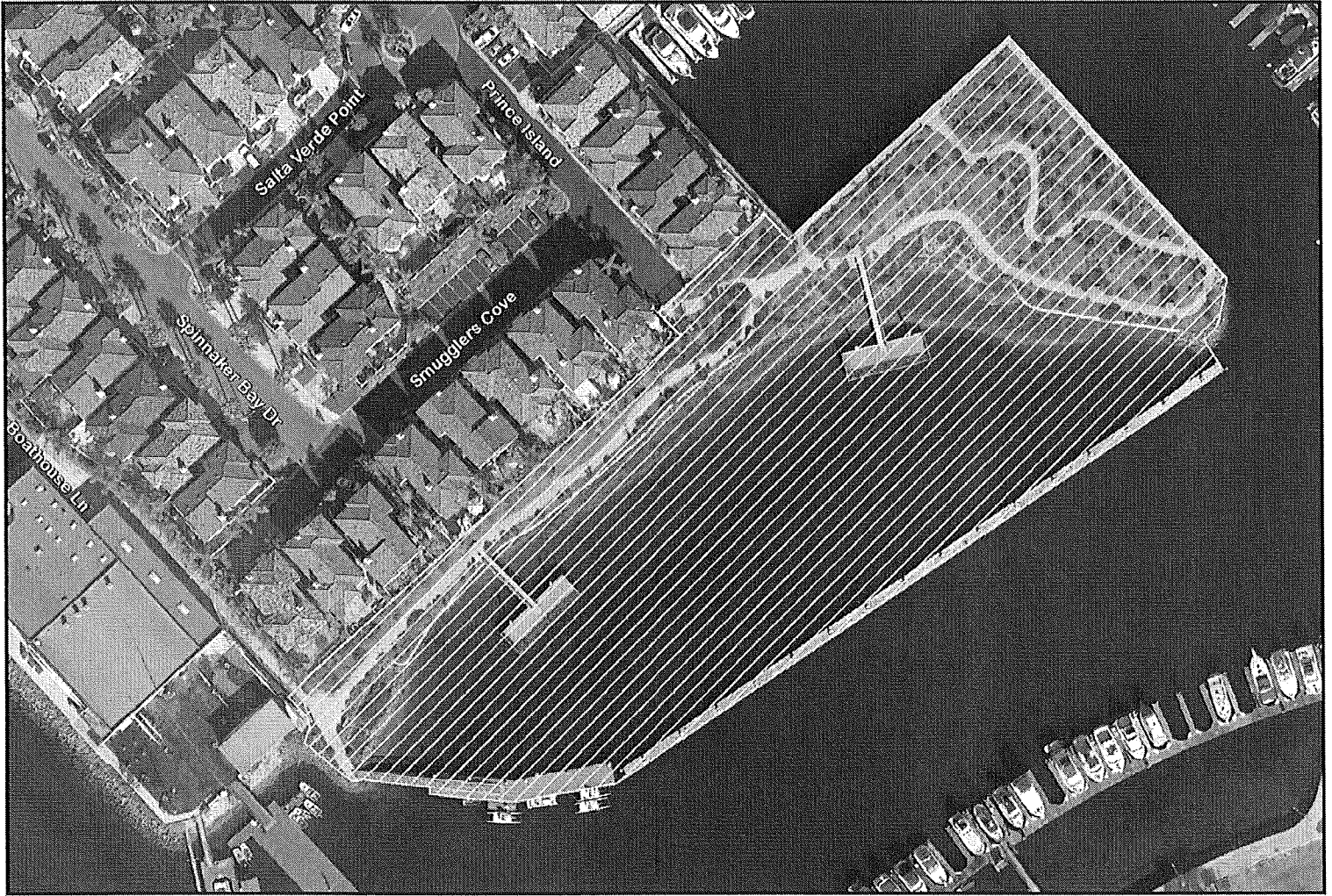




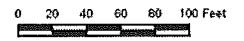
Golden Shore Marine Biological Reserve  
8.23 ac.







Jack Dunster Marine Biological Reserve  
3.17 ac.





Colorado Lagoon  
 Intertidal Area Approx. 4.18 ac.



# EXHIBIT “A-2”

Scope of Work or Services

The Los Cerritos Wetland Stewardship, Inc.



Cost Proposal in Response to  
Service Contract RFP No. PR12-030  
City of Long Beach  
2012

Lenny Arkinstall, Executive Director  
6289 E. Pacific Coast Highway  
Long Beach, CA 90802  
(562) 225-4669



## **LOS CERRITOS WETLANDS STEWARDSHIP, INC.**

### **COST PROPOSAL**

LCWS has for several years subsidized the maintenance of the sensitive habitat sites through volunteer efforts, fund raising and through the self-sacrifice of our committed leadership. LCWS has proven its worth to the City of Long Beach, and has identified the need for additional paid staff and the purchase of new equipment in order to accomplish the high standards that the City has come to expect from the Los Cerritos Wetlands Stewards. With this in mind, LCWS will conduct the proposed operations for an annual fee of \$264,000 to be invoiced monthly for 12 equal installments of \$22,000. The City shall receive a statement of services rendered that will be billed at the first day of each month, payable within 30 days of the invoice date.

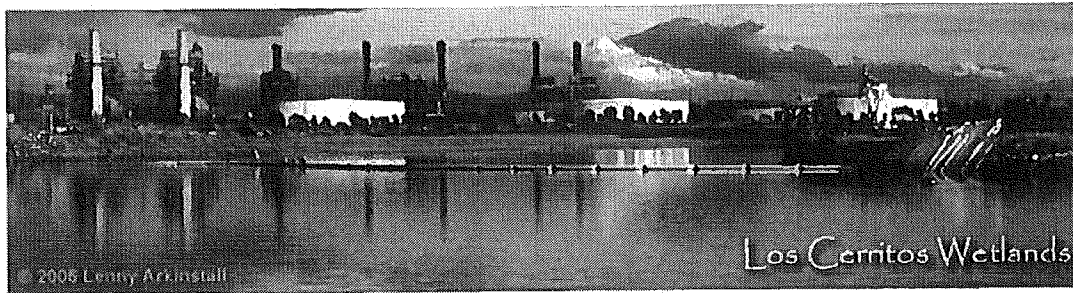
1. Golden Shore Marine Biological Reserve:  
\$33,000 per year, billed monthly at \$2,750 per month.
2. Jack Dunster Marine Biological Reserve  
\$33,000 per year, billed monthly at \$2,750 per month.
3. Colorado Lagoon  
\$33,000 per year, billed monthly at \$2,750 per month.
4. Rainbow Lagoon  
\$33,000 per year, billed monthly at \$2,750 per month.
5. Rainbow Harbor  
\$33,000 per year, billed monthly at \$2,750 per month.
6. Sims' Pond  
\$33,000 per year, billed monthly at \$2,750 per month.
7. Pacific Electric Right-of-Way (PEROW) Greenbelt  
\$33,000 per year, billed monthly at \$2,750 per month.
8. Marine Stadium  
\$33,000 per year, billed monthly at \$2,750 per month.

Total Annual Contract Sum: **\$264,000.00**

### **STATEMENT OF COMPLIANCE**

This proposal is in strict compliance with the Request for Proposal and Draft Agreement, and no exceptions to either are proposed.

ORIGINAL



The Los Cerritos Wetland Stewardship, Inc.



Narrative/Technical Proposal in  
Response to  
Service Contract RFP No. PR12-030  
City of Long Beach  
2012

Lenny Arkinstall, Executive Director  
6289 E. Pacific Coast Highway  
Long Beach, CA 90802  
(562) 225-4669

### PROJECT SPECIFICATIONS

LCWS takes an adaptive management approach to any task. Controlling non-point-source pollution is not a problem solved simply. LCWS will approach the maintenance of the sensitive habitats within Long Beach with the resolve necessary to not only remove debris, but also grapple with the issues that cause the pollution in the first place. We will help the City to nurture these vital habitats, we will help build awareness of watershed issues, and we will consult with the Maintenance Operations Bureau, becoming a partner in the crusade against trash in the harbor, on the beaches and within the bounds of the habitats addressed in the RFP. LCWS will periodically make recommendations to adjust our service, adapting to ambient conditions as they are influenced by weather, tides, seasons and human behavior. We see our adaptive and comprehensive approach not only as a value added service to our clients, but also as a method to streamline our task and help us to work more efficiently.

LCWS will conduct the operation as it is outlined in the RFP, however, the City will find that not only do we take responsibility for keeping the waterways and habitats clean, but also that we take great pride in a beautiful and pristine project area. LCWS will be available and responsive in any instance and dependable to the core. Stewardship of sensitive habitat is not only our expertise, it is at the heart of our mission as a non-profit, public benefit corporation.

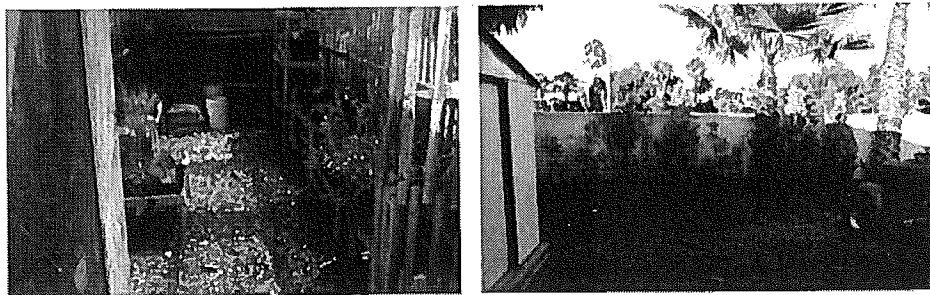
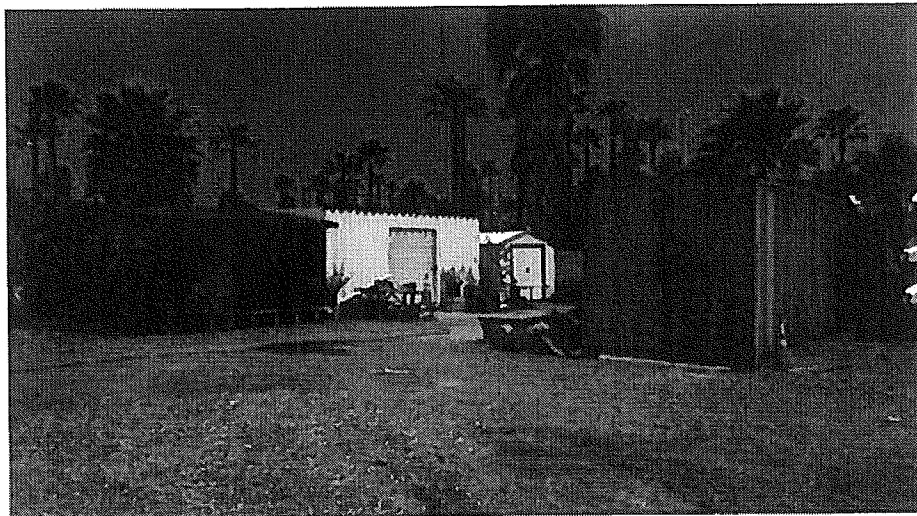
LCWS, both as a firm and in the experience of the principal contact, Leonard Arkinstall, has a comprehensive understanding of the project that can be illustrated in the site-specific scope of work detailed below.

**NOTE:** Section numbers listed correspond to section and item numbers listed in the RFP.

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

### 6.1 GENERAL OPERATIONS

The Los Cerritos Wetlands Stewards are a Long Beach based non-profit organization whose principal location is at the Cerritos Bahia Marina located on the Los Cerritos Channel. LCWS also maintains a maintenance depot on Boathouse Lane adjacent to Marine Stadium where tools, equipment, native plants and mulch are stored for quick deployment to any of the sites listed in this RFP. The LCWS crews have extensive experience working within the policies of the City of Long Beach and have for years conducted their operations according to the requirements outlined in sections 6.1.1-6.1.13 in the RFP.



LCWS is well equipped to fulfill the responsibilities described here. We maintain two work trucks, four workboats, an assortment of high-quality commercial chain saws, pole saws and power hedgers, five weed trimmers, a commercial high-pressure washer, industrial diesel powered vacuum and two portable generators. LCWS has on hand enough hand tools, such as rakes, shovels, trash pickers, pitch forks and a myriad of other specialized tools, to equip over 30 volunteers who may be conducting required work at any site. Furthermore, LCWS has on hand spare parts for City sprinkler system and floating boom systems, as well as a healthy inventory of spare booms.

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

Our organization has a vast volunteer base throughout the City. LCWS regularly holds special events where groups of volunteers receive education in the form of interpretive walks, presentations and guest speakers. The volunteers are well equipped with LCWS equipment, including gloves, trash bags, shovels, rakes, pitchforks, hula hoes and carts. LCWS maintains a special insurance policy specifically designed to protect the volunteers, our non-profit organization and the City during such events.



The Stewards have been participating in the City Prosecutor Community Service Worker program for nearly 10 years. To date, we have logged over 18,000 service hours. Most of the labor provided by the program is in maintenance of the City's sensitive habitat sites described in this RFP. We value these workers, treat them with respect and take the time to educate them on the importance of maintaining the sites. Very often, a CSW returns as a volunteer to help LCWS with their efforts in the City and beyond.

"When the workers complete their service hours, we have them fill out a CSW Survey, asking questions on how we can improve the program, we just started this a few months ago, most of our workers are pleased for selecting your location and good reviews are coming back from your spot, I have yet to get any reviews as nice as the ones that I have so far. Keep up the good work. They can see that you guys care about your work and keeping the City nice and clean."

Nicole Velasquez  
Prosecutor Assistant  
City Prosecutor's Office

Our success in the CSW program sparked the creation of an "eco-therapy" program operated by one of the LCWS employees, James Thomas. Using the Pacific Electric Right of Way Greenbelt as a site, Jim accomplishes required maintenance with volunteering individuals who may need a little guidance and

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

purpose in their lives. Jim is a trained counselor and minister. His efforts with the group contribute to the maintenance of the greenbelt while ministering to troubled youth and individuals struggling with alcohol abuse.



Our policy when dealing with the homeless population conforms to that of the City, but we make an extra effort to help people relocate and get in touch with agencies for support. We work closely with City staff and the Long Beach Police Department, and approach the homeless issue in a humane but effective manner. Our proactive approach includes trimming and pruning the various sites so that they are not attractive as a campsite to the homeless population.

The Los Cerritos Wetlands stewards have a decades-long relationship with the City of Long Beach, caring for its native habitats and working as a contractor under the Parks, Recreation and Marine department. Our commitment to the City and its environmentally sensitive properties has never wavered. LCWS employs 6-10 well-trained individuals at any given time to insure complete, competent and proper maintenance of the sites.

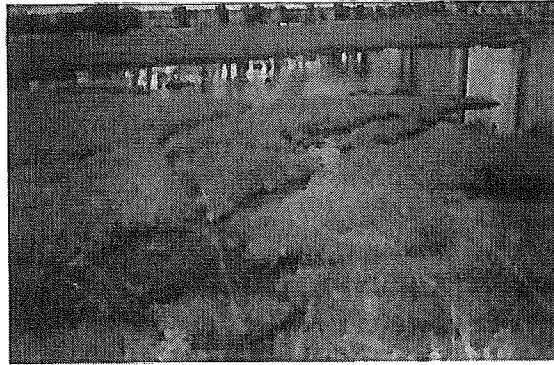
Through special events and volunteer programs, thousands of man-hours each year contribute to the process without cost to the City. We look forward to the challenges ahead as we enter into a new contractual relationship with the City, and we hope to further innovate the maintenance process while building awareness for the critical nature of the sites.

### 6.2 GOLDEN SHORE MARINE BIOLOGICAL RESERVE

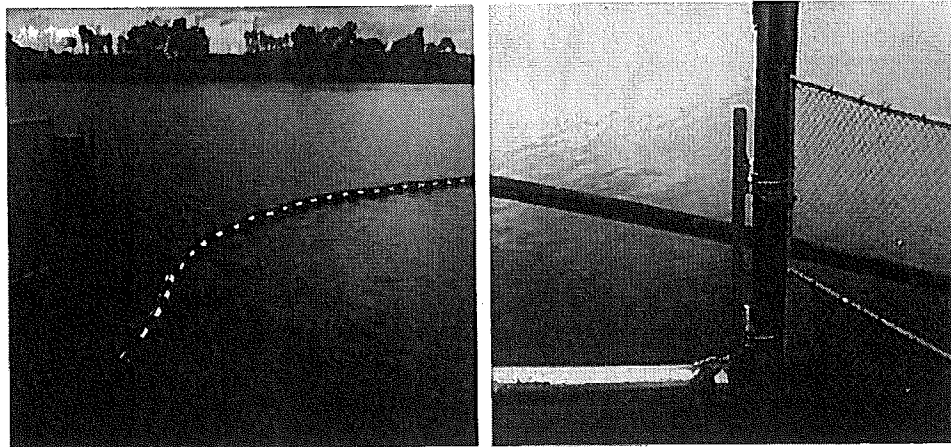
LCWS has been maintaining this site since 1999, first as a volunteer organization, and later under contract, working closely with the environmental firm monitoring the site for the City of Long Beach. LCWS found the site in a troubled state. Debris that had settled in the wetland had damaged important plants and had been competing with both plants and animals for space. Through our extensive community network, LCWS organized many volunteer groups and held special events to clean the wetland and dispose of debris. Furthermore, the wetland had been lacking an important plant, Cord Grass (*Spartina foliosa*), a plant that, once re-introduced, would complete the palate that would make the reserve a naturally diverse ecosystem. LCWS was successful in those early years in cultivating and introducing this critical flora. *Spartina foliosa* is thriving at Golden Shore today and has proven to be a critical piece in the overall reconstruction of the wetland.

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

Following these early efforts, the Golden Shore Reserve could be categorized as turnkey, ready for regular maintenance, and LCWS began to focus on preventive measures. In order to protect the site from urban runoff, we developed a successful first of its kind prototype of the "tide slide" boom system. The tide slide and accompanying



fencing allows for the boom to travel and remain in effect with the ebb tide and prevents the boom from settling on the adjacent jetty at lower tide levels and forming breaches in the system. The boom itself is of ultra-durable construction and is virtually impervious to the harsh effects of outflow from the Los Angeles River. The boom and mechanism requires quarterly maintenance and cleaning that is best accomplished using a workboat. LCWS maintains watercraft for this and other purposes. Storm events and unusual phenomenon such as a tsunami can damage the tide slide, fence or boom. Components of the boom system are tethered with safety line to prevent them from being carried away in such circumstances, and LCWS keeps a parts inventory on hand so that there is no delay in repair. Additionally, LCWS has plans to install a small deflection boom further up stream of the tide slide boom for the purposes of relieving some of the pressure the single boom absorbs and further protecting the site from the intrusion of trash and debris.



LCWS has established guidelines from extensive experience regarding maintenance of delicate habitat. These guidelines, passed on to volunteers and employees, insure that the site is clean and free from invasive species without harming native flora and sensitive habitat and without disturbing the wildlife that depends on it.

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

The maintenance of Golden Shore Reserve shall include, but not be limited to:

- Scheduled trash removal weekly and on an as-needed basis (in 2011, we visited the site 82 times)
- Coordination with clean-up events, involving the public and students who need educational service hours to remove debris from the site.
- Urgent care and clean-up immediately following storm events, depending upon weather conditions, but no longer than 10 days following an event that brings urban run-off into the site.
- Invasive plant removal quarterly to avoid establishment of unwanted flora.
- Control boom maintenance, cleaning and enhancement

### *6.2.1 Inspection*

Golden Shore should be (and is, under our current contract) inspected visually at least three times per week due to its proximity to the Los Angeles River and due to the fact that it is a high-profile habitat in the City of Long Beach. We propose to inspect the site during and immediately following storm events for damage and debris so that emergency maintenance can be planned and executed.

### *6.2.2 Control Boom Maintenance*

Having developed the boom system along with the City of Long Beach, LCWS has an intimate knowledge of the apparatus and its maintenance needs. Accessing the system by boat, we shall clean the trash boom at least four times per year along with more frequent inspections. If the boom is damaged, a spare will be deployed while the main boom is repaired. LCWS maintains a parts inventory to insure timely repair.



### *6.2.3 Vegetation Control*

Vegetation will be inspected for invasive plants monthly during community clean-up events at Golden Shore. Removal of invasive plants (weeding) will be part of the educational service events. Furthermore, LCWS maintains a plant nursery within the city limits. Specimens include those needed to resupply desirable species in accordance with the agreed upon planting plan.

### *6.2.4 Monitoring*

Monitoring the site shall include monthly bird counts, inspection of native plant health and diversity and surveys of marsh invertebrates. LCWS will accomplish the monitoring through already established relationships with the National Bird Count and California State University, Long Beach. LCWS is designated as the "Team Leader" for the national Bird Count for the Los Angeles River, and LCWS



## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

works closely with students and professors for CSULB to collect data on marsh invertebrates. All conditions monitored shall be reported to the City.

### *6.2.5 Interpretive Responsibilities and Special Events Support*

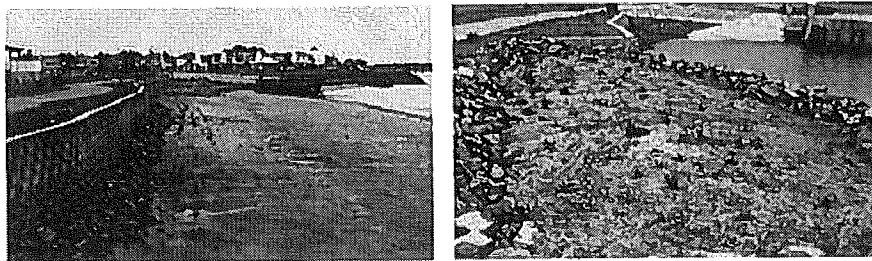
As the coordinator for the El Dorado Nature Center's Adopt-A-Wetland program, LCWS already supervises clean-up events and awareness programs every third Saturday of each month for Golden Shore Reserve. LCWS, as part of its maintenance program at this site, leads nature interpretation walks and integrates habitat clean-ups and removal of invasive plants. Additionally, LCWS works closely with schools and community groups such as Poly and Lakewood High School, helping students earn community service hours while maintaining the site.

### *6.2.6 FOLAR*

LCWS has for many years been represented in the annual "The Great Los Angeles River Cleanup" event, and will continue to do so as part of its commitment to wetlands throughout the City. LCWS not only participates, but takes an active role in educating the volunteers that participate in clearing debris removing invasive species.

## 6.3 JACK DUNSTER MARINE BIOLOGICAL RESERVE

LCWS has been involved with the Jack Dunster Marine Biological Reserve since its inception. The contractor engaged by the City to build the reserve sub-contracted with LCWS to build the wetland portion because of our extensive knowledge and experience in such habitat restorations. Creating the wetland habitat included acquiring permits from California Fish and Game. LCWS efforts were so successful, that Nature's Image (the City's contractor) then hired our organization to assist in planting the upland portion, consisting of the native plant garden.



The original contractor's agreement was to maintain the site for one year after the completion of construction and planting. LCWS was hired to maintain the site after the expiration of the original contract. Before LCWS began under contract with the City, the reserve had a problem with strong invasive species, including Hooker Evening Primrose, which was killing the native plant species that had been installed just a year earlier. Also, the local community had begun an effort to

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

have the reserve removed because of the lack of aesthetic beauty. Once hired, LCWS and their volunteer network went to work right away, removing the weeds by hand and replacing native species with those on hand at the LCWS nursery or by those we purchased from an approved supplier. LCWS also initiated a watering plan in accordance with City and state policies that prevented the native plants from entering into a dormancy stage during the summer months, keeping the garden green and attractive throughout the year so that community support and appreciation remained constant and enthusiastic.

LCWS considers Jack Dunster Reserve to be a showcase of the love and passion we have for natural, native habitat. The condition of the reserve today, we feel, is a testament to our commitment to quality maintenance. The site shall be inspected at least four times per week for debris, for health and vitality of the vegetation and for trash can fill levels.



### *6.3.1 Vegetation Control*

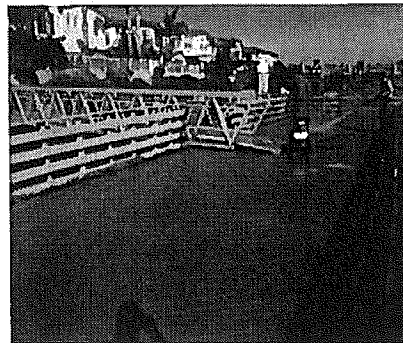
With the use of volunteers and staff supervisors, LCWS shall do periodic plantings, especially in the fall, remove invasive species (weed control by hand and tool), and collect and dispose of debris, trash and any other material that interferes with the health and propagation of the native species.

### *6.3.2 Decomposed Granite Trail maintenance*

Most every visit by LCWS staff to the site (at least once per week) entails raking and grooming of the trails. LCWS maintains a suitable tool inventory so that even large numbers of volunteers are equipped for cleaning duties. Repairs are made as needed.

### *6.3.3 Educational Docks*

Each quarter, the education and viewing docks are high-pressure washed to remove bird droppings and dirt. At the same time, we also clean the public dock.



### *6.3.4 Irrigation Repairs*

LCWS maintains a parts inventory for the park sprinklers and necessary tools so that repairs required by damage done by vandalism or accident can be made immediately.

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

### *6.3.5 Plant Irrigation*

Soil is monitored for moisture levels so that plants may be watered with the optimum amount of irrigation. Most times, the gardens are watered by hand to insure the deep watering of each plant without unnecessary run-off.

### *6.3.6 Aquatic Vegetation*

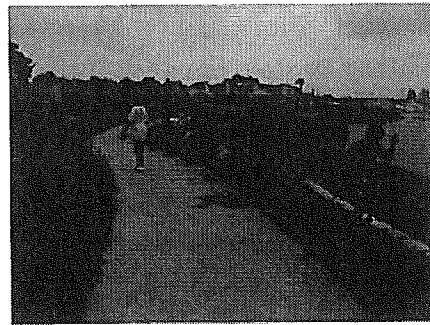
Eel Grass is prospering at Jack Dunster Reserve, and LCWS shall continue to assist biologists from Tetra Tech in the evaluation of its health and vitality.

### *6.3.8 Mulching*

LCWS maintains an ample supply of clean wood chip mulch for replacing decomposed mulch in the garden. The mulch is added as needed to maintain the 3-inch layer, defending against weeds and adding to the visual appeal of the garden.

### *6.3.9 Weed Control*

Weeding of the native garden shall be done by hand by LCWS crews, specially trained volunteer groups and community service works (CSWs). Undesirable plants in the upper wetland area shall be watered with salt water. The native wetland plants are halophytic (salt tolerant) and will respond favorably to this method.



### *6.3.10 Pruning*

LCWS specializes in pruning techniques that leave the plant looking natural and healthy. Crews work with a variety of specialized tools to accomplish such. LCWS shall trim or remove all overgrown plants at Dunster in order to keep all the pathways clear and views unobstructed.

### *6.3.11 Education and Volunteerism*

Dunster attracts many students, scouts and individuals from environmental education organizations such as Long Beach Marine Institute and even university students from CSULB. LCWS shall continue to lead interpretive walks through the garden, teaching visitors about the native plants and the intertidal and subtidal marine habitat that is included in the site. LCWS also uses the opportunity presented by educational groups to engage them in volunteer efforts to free the garden



## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

from weeds, clean pathways and eliminate trash. We also make an effort to teach about the water conservation benefits of native landscapes.

### 6.4 COLORADO LAGOON

LCWS shall consult with the City (Beach Maintenance) on the use of technology and devices to control storm run-off and floating debris in the Lagoon. Furthermore, LCWS shall remove litter after heavy use on weekends and holidays, gather and collect harmful algae for disposal and be particularly sensitive to the cleanliness of the lagoon on Monday mornings.

#### *6.4.1 Inspection*

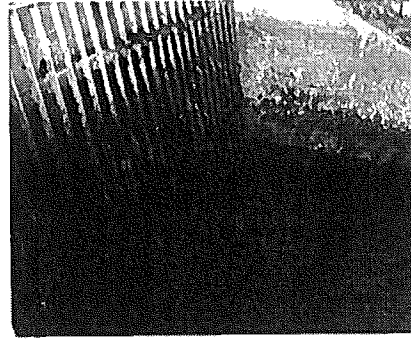
Colorado Lagoon shall be inspected daily for trash can fill levels, vandalism, litter and debris and harmful vegetation or algae. The inspection may be accomplished by walking the site or with drive-bys on light use days. However, we understand that special attention to the site is necessary during and immediately following rain and storm events.

#### *6.4.2 Trash Traps*

LCWS has monitored the trash traps for the City for about a year. This is a relatively new system, and we have found that some modification to the operating procedure and the devices themselves should be implemented. Manually removing the trash accumulated in the traps on a quarterly basis and maintaining the nets, cages and screens is an excellent starting point, but we would like to remove the trash more frequently, avoiding months-long decomposition and the resulting foul odor that has precipitated some complaints from local residents. Our proposal includes replacing the bulky nets with a screened box, allowing us to dewater the debris and collect it with our vacuum equipment. This modification has the benefit of allowing more frequent and higher volume trash removal.

Tide gates are maintained and cleaned by a LCWS crew using scrapers fixed to long pole handles on the lagoon side of the traps during a flowing tide, and scraped from the stadium side during an ebb tide by a crew working from one of the LCWS workboats. It is important to align the cleaning process with the tidal flow so that the scraped material flows away from the tide gate as they are cleaned, avoiding unnecessary buildup of material in the newly cleared culvert.

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

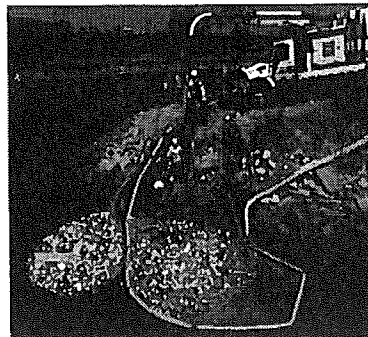


### *6.4.3 and 6.4.6 Removal and Disposal of Aquatic Plants*

Aquatic algae that threatens the health of the lagoon or restricts the flow through the tide gates is removed by a crew using special tools fixed to a long pole. The material is deposited on the shore or the riprap, dewatered and then loaded with pitchforks into the work truck. The dried vegetation is then hauled to an appropriate receptacle.

### *6.4.4 Summer Cooperation with Contractor and FOCL*

LCWS understands that once the trash enters the lagoon, it is difficult to remove. For this reason, we work closely with the maintenance contractor and FOCL to insure the landside trash is properly disposed of before becoming waterborne. In an effort to keep the lagoon free of trash, an LCWS crew conducts a clean up of the lagoon bank each Monday during peak use months and mitigates overflowing trash containers. Also, LCWS received approval from the Coastal Commission to erect sand fencing around the beach area for the purpose of trapping windborne litter before it enters the lagoon. Furthermore, LCWS uses a workboat and containment boom system to coral trash in the Los Cerritos Channel, subsequently removing it and keeping the trash from entering Alamitos Bay. This process has the added benefit of slowing trash accumulation at Dunster and Marine Stadium, as well as at Colorado Lagoon.



### *6.4.5 Exotic Weeds and Non-Desirable Plants*

LCWS crews have been trained by California Fish and Game and by the Los Angeles Weed Council. Employees attend seminars provided by these agencies and are assisted in the field. Their specialized training ensures that invasive

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

species and non-desirable plants are selected properly and removed in a manner that restricts repopulation. Weed removal includes pulling by hand, use of shovels and the addition of mulch material to hamper weed growth.

### *6.4.7 Bird Counts*

Periodic bird counts are conducted using LCWS designed data forms, work crews equipped with field identification guides, binoculars and logbooks. Bird counts are reported to the City upon request.

### *6.4.8 Water Quality Monitoring*

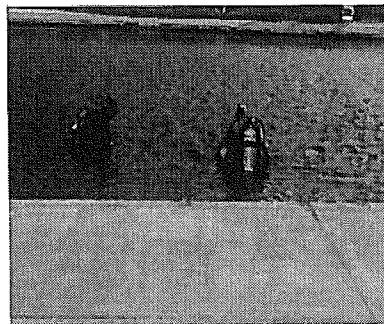
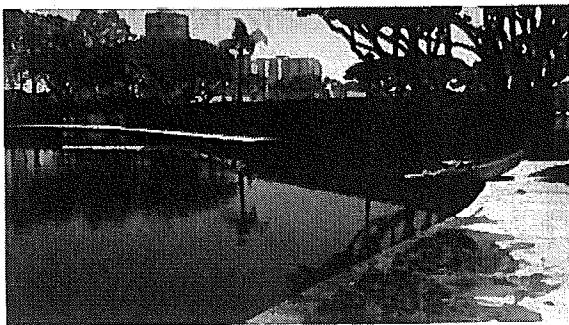
Water is monitored for temperature, pH, nitrites, nitrates, salinity and other dissolved minerals by use of an electronic multi-parameter water testing device, standard color comparator test kits, and titration. If any parameter is outside normal and healthy levels, LCWS will report immediately to the City and advise on corrective action.

### *6.4.9 Interpretive Responsibilities and Special Events Support*

LCWS has piloted several Colorado Lagoon programs that have been effective in keeping a clean and presentable site. LCWS has worked closely with FOCL and the district councilman in consideration of the Lagoon's ecological issues.

## **6.5 RAINBOW LAGOON**

Rainbow Lagoon has a thriving marine ecosystem and is home to several species of marine fish and invertebrates, brought into the lagoon as larvae via the water flow through the pump system. During Spring, Summer and early Fall, unsightly algae and plants bloom within the lagoon. The presence of the algal mats warms the water by absorbing sunlight and holding heat energy with a sort of greenhouse affect. As the temperature rises, plants and animals die off and consume great quantities of oxygen in the decomposition process. LCWS makes every attempt to remove the aquatic plants as soon as they appear in order to avoid massive die offs and, as a consequence, the creation of an anoxic environment.



LCWS has learned that it is very important to keep the pumps and tide gates in good working order so that frequent water exchange can be accomplished and water temperatures and other parameters can closely resemble that of more natural marine environments. In order to maintain the equipment, dive operations

## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

in the lagoon are necessary. LCWS crews are SCUBA certified and equipped and insured for executing such operations. LCWS also maintains a work skiff on the premises for assisting in aquatic plant removal and pump system maintenance.

LCWS also organizes periodic "Underwater Cleanup" events, involving the public and diving enthusiasts in the care and maintenance of this unique aquatic habitat.

### *6.5.1 Aquatic Plant, Algae and Mussel Removal*

LCWS shall maintain Rainbow Lagoon in the following manner:

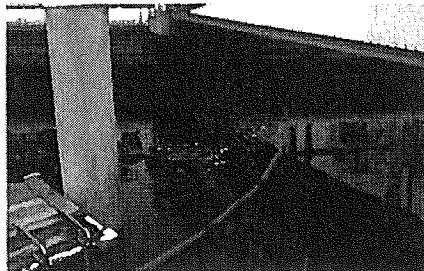
- Remove unwanted aquatic vegetation as soon as it appears to control the density, avoiding massive die-offs and subsequent oxygen depletion.
- Control the spread of unsightly and unhealthy aquatic vegetation biologically by maintaining adequate water flow in problem areas.
- Organize and conduct diving operations to maintain and clear pump outflows.
- Inspect and clean fountainheads as needed
- Clear unsightly debris

### *6.5.2 Water Quality Monitoring and 6.5.3 Reporting*

Water is monitored for temperature, pH, nitrites, nitrates, salinity and other dissolved minerals by use of an electronic multi-parameter water testing device, standard color comparator test kits, and titration. If any parameter is outside normal and healthy levels, LCWS will report immediately to the City and advise on corrective action.

## 6.6 RAINBOW HARBOR

Waterborne debris control at Rainbow Harbor requires continual adjustment, innovation and attention. LCWS will make every effort to control the migration of debris into the harbor by consulting with the City on the use of floating barriers and the use of skimming devices. LCWS will continue to work with Shoreline Village tenants at the perimeter of the harbor, listening to their concerns and suggestions. In effect, LCWS shall show that the City of Long Beach is making every effort to keep the Harbor clean, considering it is a tertiary receiving area for watershed runoff from the L.A. River.



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### *6.6.1 Monitoring*

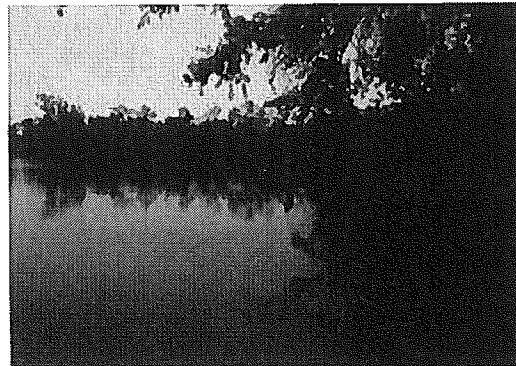
The site will be visually inspected morning and afternoon at least 5 days per week and as needed during and after storm events. Storm events and heavy rainfall will inevitably bring extreme amounts of trash and debris down the L.A. River, and necessitate the engagement of larger crews.

### *6.6.2 Debris Removal*

Debris will be removed from the riprap several times per week and on an as-needed basis using a crew equipped with bags and pickers. The trash skimmer positioned amongst the docks will be inspected twice daily and emptied as needed.

## **6.7 SIMS' POND**

LCWS has historically taken an active role in restoring the site at Sims' Pond. As a consequence, we have learned the biology and ecology there in a way that no competitor to this proposal can match. We are working closely with university biologists and California DFG, strategizing methods of weed abatement and prevention.



### *6.7.1 Inspection*

A weekly inspection for invasive plants, litter and visible pollution from storm drain runoff will be accomplished.

### *6.7.2 Aquatic Vegetation*

LCWS shall monitor the water quality and water levels to control blue-green algae, adding water as necessary. Tule grass shall be pulled by hand or cut by hand and kept on site under a layer of mulch so that it can decompose without perceptible odor. The grass is pulled by crews dressed in heavy-duty waders using ropes, pulleys and electric winches powered by portable generators.

### *6.7.3-5 Weed Control and Mulching*

Maintenance will involve continued removal of harmful grasses, trees and shrubs and the introduction of beneficial native species. LCWS crews have been trained by California Fish and Game and by the Los Angeles Weed Council. Employees attend seminars provided by these agencies and are assisted in the field. Their specialized training ensures that invasive species and non-desirable plants are selected properly and removed in a manner that restricts repopulation. Weed



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removal includes removal by hand, use of shovels and addition of mulch material (maintained and provided by LCWS) to hamper weed growth.

### *6.7.6 Vector Control*

LCWS will also work closely with Vector Control staff and the fire department, insuring that there is access to the site for such agencies. Crews assist Vector Control in the treatment of mosquitoes by ferrying the technicians in the workboat stored at Sims' to areas that can not be treated from shore. LCWS crews are also trained to identify mosquito larva, the presence of which is reported immediately to Vector Control.

### *6.7.7 Tree Trimming*

LCWS is equipped with several types and sizes of commercial chainsaws, pole saws and with a variety of pruning devices. Crews work quickly and unobtrusively in trimming or removing the vegetation that restricts access, impedes plant health or infringes upon private property. Sidewalks and trails are cleared using hand tools instead of powered blowers so as not to disturb the peaceful setting of the park property.

### *6.7.8 Bird Counts*

Periodic bird counts are conducted using LCWS designed data forms, work crews equipped with field identification guides, binoculars and logbooks. Bird counts are reported to the City upon request.

### *6.7.9 Reporting*

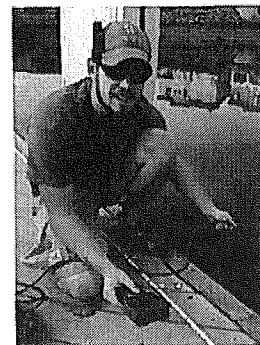
Occasional soundings will be made to determine sedimentation levels and recommendations will be made to the City regarding the pond's condition. LCWS shall also report on water quality and on any hazardous conditions that may exist.

### *6.7.10 Interpretive Education and Volunteerism*

LCWS will from time to time escort volunteers in a service education format into the site, allowing them to assist in the maintenance and monitoring of the site and gain in the education of the pond's ecology. Furthermore, LCWS will continue to raise awareness among the adjacent residents, cultivating support for the Sims' Pond as a native habitat.

### *6.7.11 Water Quality Monitoring*

Water is monitored for temperature, pH, nitrites, nitrates, salinity and other dissolved minerals by use of an electronic multi-parameter water testing device, standard color comparator test kits, and titration. If any parameter is outside normal and healthy levels, LCWS will report immediately to the City and advise on corrective action. Also, water levels will be maintained by the periodic addition of municipal water.

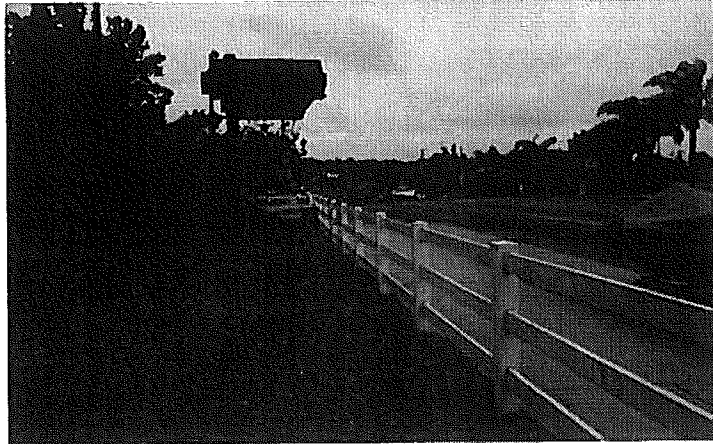


## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

### *6.7.12 Pruning*

LCWS specializes in pruning techniques that leave the plant looking natural and healthy. Crews work with a variety of specialized tools to accomplish such. Pruning at Sims' can only be done outside of nesting season.

## **6.8 PACIFIC AND ELECTRIC RIGHT-OF-WAY GREENBELT**



### *6.8.1-5 Vegetation Pruning and Maintenance*

Maintenance of the greenbelt shall include the following:

- Prune and nurture mature species in cooperation with fire safety officials.
- Control over-growth, eliminating the attraction of transient individuals.
- Weekly removal of trash and debris.
- Weed abatement in cooperation with California DFG.
- Coordinating volunteer efforts at the site.

### *6.8.6-7 Weed Abatement and Non-Desirable Plants*

Maintenance will involve continued removal of harmful grasses, trees and shrubs and the introduction of beneficial native species. LCWS crews have been trained by California Fish and Game and by the Los Angeles Weed Council. Employees attend seminars provided by these agencies and are assisted in the field. Their specialized training ensures that invasive species and non-desirable plants are selected properly and removed in a manner that restricts repopulation. Weed removal includes removal by hand, use of shovels and addition of mulch material (maintained and provided by LCWS) to hamper weed growth.

### *6.8.8 Interagency Cooperation*

LCWS has already proven an able partner with DFG and the Long Beach Fire Department. LCWS shall continue to work closely with these agencies and the City of Long Beach to maintain and improve the habitat.

### *6.8.9 Pruning*

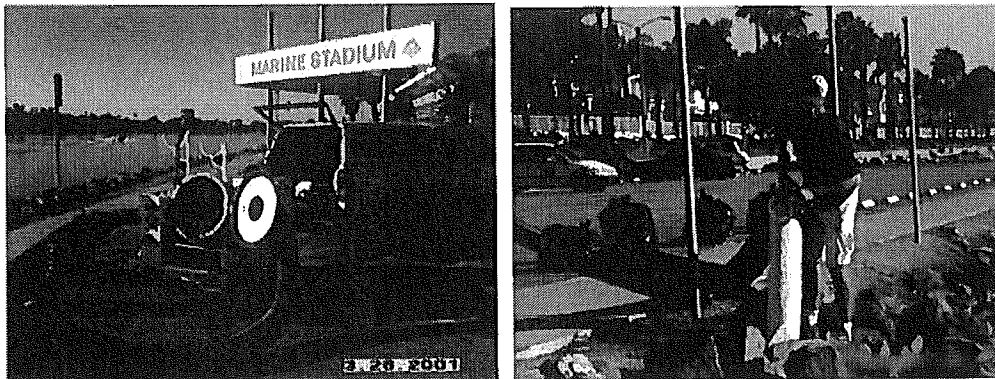
## LOS CERRITOS WETLANDS STEWARDSHIP, INC.

LCWS specializes in pruning techniques that leave the plant looking natural and healthy. Crews work with a variety of specialized tools to accomplish such. Pruning at PEROW can only be done outside of nesting season. Special care is given to conform to L.A. County Fire brush clearance regulations and in providing open, visible areas that discourage vagrancy.

### 6.9 MARINE STADIUM

#### 6.9.1 Litter and Debris

Marine Stadium located in Alhmitos Bay is in the watershed of the Los Cerritos Channel and is affected by large amounts of storm debris that lands on the riprap that surrounds the stadium and Davys Launch ramp, special attention should be given to the north end Marine Stadium Reserve. This site is a widely used body of water that holds many special events and is often used as a recreational area. The Stewards' task is to keep the riprap free and clear of this unwanted debris. We will monitor the site after each storm and high tide event. Marine stadium shall be cleaned up every Monday by a crew equipped with bags and pickers, and each month our large diesel- powered commercial vacuum will be used to conduct a thorough cleaning.



#### 6.9.2 Weed Abatement

Weeds shall be removed monthly as part of the thorough cleaning described above.

# EXHIBIT “B”

City’s Representative:

Director of Parks, Recreation and Marine or his  
Designee

# EXHIBIT “C”

Materials/Information Furnished: None