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

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

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

1 E. Contractor must adopt reasonable methods during the life of
2 the 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 property,
5 until acceptance of the work by the City, except those losses or damages as may
6 be caused by the City's own negligence.

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

10 2. TERM. The term of this Agreement shall commence at midnight on
11 April 1, 2016, and shall terminate at 11:59 p.m. on March 31, 2018, unless sooner
12 terminated as provided in this Agreement, or unless the services or the Project is
13 completed sooner. The City shall have the option to extend the term for two (2) additional
14 one-year periods, at the discretion of the City Manager.

15 3. COORDINATION AND ORGANIZATION.

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

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

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

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

20 (a) Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
23 coverage shall include but not be limited to broad form contractual liability,
24 cross liability, independent contractors liability, and products and completed
25 operations liability. City, its boards and commissions, and their officials,
26 employees and agents shall be named as additional insureds by
27 endorsement (on City's endorsement form or on an endorsement equivalent
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,
2 its boards and commissions, and their officials, employees and agents. This
3 policy shall be endorsed to state that the insurer waives its right of
4 subrogation against City, its boards and commissions, and their officials,
5 employees and agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

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

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

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

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

1 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
2 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
3 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
4 to subpoena or court order.

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

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

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
2 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

20 17. PREVAILING WAGES.

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

27 B. In all bid specifications, contracts and subcontracts for any
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

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

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

13 19. INDEMNITY.

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

28 B. In addition to Consultant's duty to indemnify, Consultant shall

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

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

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

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

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

25 22. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject
27 to applicable rules and regulations, Contractor shall not discriminate against any
28 employee or applicant for employment because of race, religion, national origin,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE LOS CERRITOS WETLAND STEWARDSHIP, INC., a California corporation

APRIL 18, 2016

By [Signature]
Name LEONARD ARMINSTEAD
Title CEO

APRIL 13, 2016

By [Signature]
Name EUGENE ANDERSON
Title SECRETARY

"Contractor"

CITY OF LONG BEACH, a municipal corporation

May 26, 2016

By [Signature]
City Manager
Assistant City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on April 20, 2016.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

EXHIBIT “A-1”

Request for Proposals (RFP)



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach

Request For Proposals Number PR16-023

For

Maintenance and Management of Environmentally Sensitive Areas

Release Date:	11/09/2015
Mandatory Pre-Proposal Conference	11/16/2015
Consultant Questions Due:	12/01/2015
Posting of the Q & A:	12/04/2015
Due Date:	12/11/2015

City Contact: *Anne Takii* *Buyer* *562-570-6362*

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

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

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

Signed _____

Print Name & Title _____

Rev 2014 1001



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

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- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
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- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION
- F EQUAL BENEFITS ORDINANCE FORM
- G SECRETARY OF STATE PRINTOUT
- H SMALL BUSINESS ENTERPRISE GOAL –EXEMPT – 0%
- I INSURANCE REQUIREMENTS

EXHIBITS

- 1 PARK AND GOLF COURSE LAKE AND POND MANAGEMENT POLICY NO. 3.12
- 2 PARK AND GOLF COURSE TREE TRIMMING POLICY NO. 3.13
- 3 CALIFORNIA COASTAL COMMISSION DEVELOPMENT PERMIT NO. 5-08-187
- 4 HOMELESS ENCAMPMENT PROTOCOLS
- 5 GOLDEN SHORE BIOLOGICAL RESERVE MAP
- 6 JACK DUNSTER MARINE BIOLOGICAL RESERVE MAP
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- 8 COLORADO LAGOON TRASH TRAPS/CAPTURE DEVICES LOCATION MAP
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- 10 RAINBOW LAGOON MAP
- 11 RAINBOW HARBOR MAP
- 12 SIM’S POND MAP
- 13 P.E. GREEN BELT MAP
- 14 MARINE STADIUM MAP
- 15 LANDSCAPE MANAGEMENT PLAN FOR THE BLUFF PARK BLUFFS



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1. OVERVIEW OF PROJECT

The City of Long Beach, Department of Parks, Recreation & Marine is seeking a contractor 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, and bird surveying/counting for various wetland areas.



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2. ACRONYMS/DEFINITIONS

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

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



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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 contractor shall provide maintenance to grounds, landscape, and to bodies of water inclusive of aquatic weed management, pond and culverts maintenance, waterborne 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 (Tidal Zones and Upland Areas)
- D. Rainbow Lagoon
- E. Rainbow Harbor
- F. Sims Pond
- G. Marine Stadium
- H. Pacific Electric Right-of-Way
- I. Bluff Park Slope

Note: Site Visits are highly recommended to allow Contractors to examine the physical conditions that may be encountered in performing the maintenance services required under this RFP.

All maintenance shall be conducted in an ecologically sound and defensible manner under the direction and with the approval of the Department's Marine Bureau Manager, Superintendent and/or Management Designee. The quality of maintenance will be evaluated on a continual basis, at the discretion of the Department.

The Awarded Contractor shall furnish all labor, equipment and materials, except for dog waste bags. Equipment and materials may include decomposed granite and irrigation parts from the valves outward. In addition, the Awarded Contractor shall furnish all native plants, tools, services and any special skills required in the performance of the items set forth in this RFP.

The Awarded Contractor shall submit a Monthly report of all activities, in addition to 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
- D. Landfill diversion reports
- E. Summary of work performed



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Maintenance of the landscape shall include, but not be limited to trimming, pruning, fertilization, weed control and abatement (both in hardscaped 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. The Awarded Contractor shall be responsible for repairs of naturally occurring events such as erosion from storm damage, vegetation clean up and soil restoration.

The Awarded Contractor shall meet with appropriate City staff and submit a Maintenance Schedule to the City within thirty (30) days of the start of the contract, which addresses all of the required items put forth in this RFP. It should be noted that the City reserves the right to negotiate with the Awarded Contractor to add, alter and/or remove areas from this RFP after its posting and the final contract may not exactly mirror what is represented in this RFP.

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

In addition to the aforementioned requirements, the Awarded Contractor shall also be required to work with and/or provide interpretive education and guidance to volunteer groups in designated areas, which may include overseeing, coordinating and facilitating their efforts.

Storms, high tides, and other weather conditions may affect the Awarded Contractor's work in some areas. In these cases, the Awarded Contractor shall modify its work schedules and notify appropriate City staff immediately.



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4. SUBMITTAL INSTRUCTIONS

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by December 1, 2015 by 4:00 PM, PT. Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

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

4.2 RFP Timeline (times indicated are Pacific Time)

<u>TASK</u>	<u>DATE/TIME</u>
Mandatory pre-proposal meeting	November 16, 2015 at 10:00 AM
Deadline for submitting questions	December 1, 2015 by 4:00 pm
Answers to all questions submitted available	December 4, 2015 by 4:00 pm
Deadline for submission of proposals	December 11, 2015 by 11:00 am
Evaluation period	December 12 – December 31, 2015
Selection of Contractor	On or about January 2016

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

4.2.1 Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting is scheduled for November 16, 2015 at 10:00 am at the Parks, Recreation and Marine Admin Building Lobby, located at 2760 N. Studebaker Road, Long Beach, CA 90815. (Cross streets are Studebaker Road and Barrios Street). The purpose of this conference is to provide answers to questions regarding the RFP document. It is recommended that Contractors bring a copy of the RFP document to this meeting, as limited copies will be available.



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MANDATORY PRE-PROPOSAL CONFERENCE SCHEDULE

Date: November 16, 2015
Time: 10:00 AM
Location: Parks, Recreation & Marine Administration Building
2760 N. Studebaker Rd, Large Conference Room
Long Beach, CA 90815
Contact: (562) 570-3100 (Parks Main Phone Line)

Please check-in at reception desk. There is a free parking lot in the back and street parking available.

ATTENDANCE IS MANDATORY. There will be a sign-in sheet for proposers to sign as proof of attendance, which will be posted on the City's website.

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

- 4.3 Contractors shall submit one (1) original proposal marked "ORIGINAL" and five (5) identical copies marked "COPY 1, COPY2", etc. and one (1) digital copy (saved on a CD, or Flashdrive, etc.) as follows:

City of Long Beach
c/o City Clerk – Attn: Anne Takii
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Proposals shall be clearly labeled in a sealed envelope or box as follows:

Request for Proposal No.: RFP PR16-023

Title: Maintenance and Management of Environmentally Sensitive Areas

- 4.4 Proposals must be received by 11:00 AM, PT, December 11, 2015. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to



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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 Contractor.
- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together**.



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5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals ("RFP"). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who



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

6.3 Form of Protest

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

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within two (2) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



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7. PROJECT SPECIFICATIONS

7.1 General Operations

- 7.1.1 All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
- 7.1.2 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 Awarded Contractor)
- 7.1.3 All sidewalk, decomposed granite walkway, AC walks, etc. abutting maintained areas shall be kept clean and free of weeds, sand, silt and glass.
- 7.1.4 Decomposed granite paths and walkways shall be maintained and repaired as needed.
- 7.1.5 Lake maintenance shall be performed pursuant to the Department's Park and Golf Course Lake and Pond Management Policy No. 3.12 (**Exhibit 1**).
- 7.1.6 Tree maintenance shall be performed pursuant and/or consistent with the Department's Park and Golf Course Tree Trimming Policy No. 3.13 (**Exhibit 2**)
- 7.1.7 Tree maintenance shall be performed pursuant to California Coastal Commission Development Permit No. 5-08-187 (**Exhibit 3**) authorizing tree trimming and removal in the Coastal Zone.
- 7.1.8 The Awarded Contractor shall perform Bird counting/surveying on a recurring basis, or as requested by the Department. The purpose of this is to protect nesting birds within the maintenance areas. Vegetation and tree removal shall be restricted to outside the likely active nesting season (January 1 – September 1) for those bird species present. If maintenance needed during the breeding season listed above, surveys for nesting birds shall be conducted at least 15 days prior to any tree or vegetation removal. Should an occupied nest be detected, Contractor should consult with the City to determine an appropriate means for reducing impacts and to establish a buffer between the nest and the required maintenance work.
- 7.1.9 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.



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- 7.1.10 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 appropriate City staff.
- 7.1.11 All mulch shall be free of palm and pine.
- 7.1.12 The Awarded Contractor is required to work with and/or provide interpretive education and guidance to volunteer groups in designated areas, which may include overseeing, coordinating and facilitating their efforts. Volunteers must sign waiver of liability, which must be kept for the duration of this contract and shall be able to be produced whenever requested by the City. 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 appropriate City staff on a monthly basis.
- 7.1.13 Pruning and the maintenance of native plants shall be conducted pursuant to 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. The Awarded Contractor shall be responsible for obtaining the aforementioned reference, at its sole expense.
- 7.1.14 Work must be performed in compliance with the provisions of the Long Beach Municipal Code section 8.80, "Noise."
- 7.1.15 Work must be performed in compliance with the Department's Homeless Encampment Protocols (**Exhibit 4**).
- 7.1.16 The Awarded Contractor shall submit a Monthly report of all activities in addition to monthly billing. Reports must be detailed, thorough and may include, but not be limited to, the following: suggestions for improving problem areas; reports of work planned; hazard reports; landfill diversion reports; or any other reports, as defined and requested by the City or Department.
- 7.1.17 In addition to the above, which shall be applicable to all areas, area-specific maintenance requirements are listed below in Sections 7.2 through 7.10.

7.2 Golden Shore Marine Biological Reserve

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 (**Exhibit 5**).



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- 7.2.1 This site requires additional inspections and monitoring before, during and after rains and/or storms.
- 7.2.2 Assure proper functioning of the debris control boom at the mouth of the site and be responsible for its maintenance.
- 7.2.3 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.
- 7.2.4 Conduct general cursory monitoring of topography, inter-tidal invertebrates, bird populations, and general condition of the site.
- 7.2.5 Provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.
- 7.2.6 Work in conjunction with City and Los Angeles County staff and volunteers in support of Friends of the Los Angeles River (FOLAR)'s annual 'The Great Los Angeles River Cleanup' event.

7.3 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 (**Exhibit 6**).

- 7.3.1 The Awarded Contractor shall engage in active vegetation control. This may include, but not be limited to maintenance of approved plants, removal of invasive and other undesirable plants and/or supplying and replanting desirable species as necessary in accordance with established planting communities and as approved by City staff.
- 7.3.2 Perform weekly raking of decomposed granite trails and any repairs to them, as needed.
- 7.3.3 Clean/power wash the educational docks a minimum of four (4) times per year, pursuant to National Pollutant Discharge Elimination System (NPDES) standards.
- 7.3.4 Perform basic irrigation repairs, troubleshooting and maintain the system operational at all times, including controller operation in compliance with any applicable Municipal or State Water Agencies' mandates for water conservation.



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- 7.3.5 Irrigate plants at a rate that closely matches the actual demand of plant material with little or no runoff.
- 7.3.6 Aquatic vegetation will need to be monitored and controlled to maintain outflow and assist with mosquito abatement.
- 7.3.7 Bio-waste may be kept on site.
- 7.3.8 Due to decomposition, all supplement mulch should be replaced on a periodic basis, as determined by the City's designated Contract Monitor (typically twice per year). The Awarded Contractor shall provide and maintain a three (3) inch thick layer of supplement mulch for weed suppression and for water conservation.
- 7.3.9 Identify and manage all exotic weeds and undesirable plants so the area is weed-free at all times. Hand removal of weeds around the immediate natives will be required within a twelve inch (12") radius. Any herbicide spraying will be done by City staff.
- 7.3.10 Pruning: refer to Section 7.1.12.
- 7.3.11 Provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.

7.4 Colorado Lagoon

The maintenance of Colorado Lagoon is shared with the City's landscape contractor, the Department of Parks, Recreation & Marine, and the Friends of Colorado Lagoon (FOCL). For a one-year period from the date of Substantial Completion, the Prime Contractor for Job R-6996 Colorado Lagoon Restoration Phase 2B will also be responsible for ensuring the success of the newly planted native vegetation by actively monitoring and replacing unsuccessful plantings, and active eradication of exotic plant species. Roles and responsibilities of other entities responsible for the maintenance of the site are clarified below.

The City's landscape contractor, Merchants Landscape Services, Inc., or its successor (Landscape Contractor), shall be responsible for the maintenance of all 'green and growing areas' as identified on the attached map (**Exhibit 7**). These are recognized as areas with recreational amenities and those with non-native ornamental trees and turf.

The Friends of Colorado Lagoon (FOCL) are responsible for the maintenance of vegetated areas, pursuant to Right-of-Entry Permit No. 32943 which consists of the West Arm, North Arm along Monrovia Avenue and Vermont Street, and the planter strip along the South Shore of the lagoon (see **Exhibit 7**).



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The Department is responsible for the maintenance of all utilities, equipment, and physical structures on the site including the Colorado Lagoon Restroom and Playground.

The maintenance requirements under this RFP are for the areas defined as waters of the United States, intertidal, and upland areas outside of those designated to other parties for maintenance. The Awarded Contractor shall also be responsible for the routine maintenance of the three (3) trash traps as identified on the enclosed Trash Traps Location Map (**Exhibit 8**) and described further in the scope of work.

The City's Landscape Contractor shall be responsible for all ornamental turf areas particularly in the Colorado Lagoon playground and the 6th Street Park along the North Arm. The lagoon landscape and turf areas shall be maintained by the City's Landscape Contractor as specified in a separate contract by and between the Landscape Contractor and the City of Long Beach. The Landscape Contractor is responsible for the areas depicted on the enclosed map (**Exhibit 7**).

The following scope of services will be required of the Awarded Contractor as a result of this RFP:

- 7.4.1 The Awarded Contractor shall be responsible for additional inspections and monitoring before, during, and after rain and/or storm events. The trash traps should be monitored before and after rain events to ensure sufficient capacity during the event, and that trash overflow is addressed quickly after the rain event. Furthermore, the Awarded Contractor shall ensure the low flow diversion system is functioning properly and report to the City's Public Works Storm Water Division if the rain gauge does not reset and if other components of the low flow diversion system are not functioning properly.
- 7.4.2 The Awarded Contractor shall manually remove accumulated trash within the trash capture devices, as needed. The Awarded Contractor shall also monitor and inspect the condition of the trash capture nets and determine their need for replacement. Replacement nets shall be compatible with the existing Fresh Creek in-line netting system to preserve the design intent of the trash traps and to allow for full functionality. As such, costs for the Colorado Lagoon maintenance shall include the Awarded Contractor's cost for nets, labor, and all items necessary to maintain the trash trap system in full working order. The Awarded Contractor shall weigh trash prior to its removal and keep a log of when the trash traps were emptied and how much trash was removed. The specifications of nets to be used are included as **Exhibit 9**. If nets require replacement and disposal, nets should be purchased from a supplier and old nets and trash shall be disposed of at an appropriate disposal facility.
- 7.4.3 The Awarded Contractor shall also maintain the interior of existing trash vaults/cages clean and free of trash and debris. Additionally, the Awarded



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Contractor shall also remove debris on the hinged screen located above the nets.

- 7.4.4 The Awarded Contractor shall clear accumulated trash racks on both sides of the existing culvert on a regular basis to ensure trash does not migrate from Colorado Lagoon to Marine Stadium and vice versa.
- 7.4.5 The Awarded Contractor shall provide general trash removal around the lagoon with specific attention to trash accumulated in the upland areas to avoid litter from entering the lagoon.
- 7.4.6 The Awarded Contractor shall clean and scrape marine fowl from tide flap gates to ensure appropriate functioning.
- 7.4.7 The Awarded Contractor shall maintain trail markers and repair as necessary.

Additive Items:

- 7.4.8 The following items are additives to the base bid and contract award will be dependent on the implementation of the Colorado Lagoon Phase 2 Construction Improvements (Job R-6996). Should the restoration be delayed, authorization for the following task items will be withheld and awarded at a future date.
- 7.4.8.1 The Awarded Contractor shall monitor the irrigation and watering frequency to ensure plant establishment success. Awarded Contractor shall also monitor and report on the condition of sprinkler heads to the Department.
- 7.4.8.2 Final efforts to restore the Colorado Lagoon site is anticipated to be complete in 2016. After substantial completion of Job R-6996, the prime contractor responsible for R-6996 Colorado Lagoon Phase 2B shall be required to provide a one-year warranty period on the restored areas and newly planted vegetation, trees, and irrigation system. The prime contractor is responsible for providing all labor, equipment, and materials necessary to meet the maintenance and warranty requirements. After the second year, plant maintenance will turnover to the vendor resulting from this solicitation. The vendor shall then be responsible for the success of the newly vegetated areas. Responsibilities shall include:
- Replacing dead or unhealthy plants of the same size and species and planting species during the appropriate growing season.
 - Removing undesirable plants and weeds every 14 calendar days so that the percentage covered by weeds is less than 5 percent.



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- No more than 2 percent of the site may be covered by weeds that have reached seed dispersal stage.
- Responding to inquiries from the Colorado Lagoon Mitigation Monitoring Team, as necessary, to satisfy the City's Reporting Requirements to the Resource Agencies.
- The Awarded Contractor shall be provided an allowance for time and materials not-to-exceed **\$1,000 per month** to be used strictly for plant maintenance and management. The vendor shall document the number of plants and type purchased in all billings.

7.4.8.3 The Awarded Contractor shall be required to document site observations and maintenance issues monthly via a Landscape Inspection Memo. Memos shall include:

- General amount of trash, trash collected (50 lbs per week or 100 lbs per month, etc.).
- Amount of invasive plants and exotic weeds removed and replaced.
- Human activities resulting in negative impacts to plant species and wildlife.
- Damaged infrastructure (i.e. foot bridge/pier, irrigation, controllers, and recommended actions for correction).
- Critical outstanding and unresolved issues identified in previous memos.
- Other pertinent information as requested by the Department.

7.4.9 The Awarded Contractor shall 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.

7.4.10 The Awarded Contractor shall perform quarterly bird counts, at the discretion of the Department.

7.4.11 The Awarded Contractor shall monitor water quality for algae blooms and aquatic vegetation.

7.4.12 The Awarded Contractor is expected to provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.



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7.5 Rainbow Lagoon

See attached map for the area to be maintained (**Exhibit 10**). The following scope of services will be required of the Awarded Contractor as a result of this RFP:

- 7.5.1 The Awarded Contractor shall monitor water quality for algae blooms and aquatic vegetation and remove unwanted aquatic plants, algae and mussels. Scuba diving capability is required for this task. The lagoon varies in depth from 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, at no additional cost, not to exceed a total of 35 dives.
- 7.5.2 Any significant change in existing conditions and/or equipment must be reported to City staff immediately with an assessment for addressing identified problems.
- 7.5.3 The Awarded Contractor shall empty skimmers twice daily based on seasonal algae blooms.
- 7.5.4 Assist Department staff with monthly inspection of tide gates, pumps and wire structures.

7.6 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 (**Exhibit 11**).

- 7.6.1 Area requires additional inspections and monitoring before, during and after rains and/or storms.
- 7.6.2 The Awarded Contractor shall remove debris from the riprap, sea wall and the jetty. Department staff shall be responsible for removing water borne trash and debris.
- 7.6.3 The Awarded Contractor shall provide maintenance for the five (5) trash skimmers that are within Rainbow Harbor, including:
 - Pressure washing floor grid and intakes every month.
 - Visual inspection of pump and anode wear.
 - Clean marine growth inside and outside of units.
 - Replace anodes every 9 months or sooner, if needed.



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- If any of the motors within the marina skimmers require replacement, the vendor shall inform the Department of Parks, Recreation and Marine, and provide a time-and-materials work order with the not-to-exceed fee for the procurement and replacement of the motor. The vendor shall coordinate the repair with Marina Accessories.

7.7 Sims Pond

The maintenance of Sims Pond shall be conducted in compliance with the Sims Pond Maintenance and Management Plan and 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 (**Exhibit 12**).

- 7.7.1 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.
- 7.7.2 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.
- 7.7.3 Identify exotic weeds and non-desirable plants for the purpose of eradication by manual methods. The Vendor is also expected to identify exotic weeds nondesirable plants for control by herbicide spraying which is to be done by City staff.
- 7.7.4 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.
- 7.7.5 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. The Awarded Contractor is to provide a three (3) inch thick layer for weed suppression and for water conservation.
- 7.7.6 Under the direct supervision of the city's designated Contract Monitor, the Awarded Contractor may work closely with City of Long Beach Vector Control or its equivalent to minimize and control those habitat aspects, which support the propagation of mosquitoes.
- 7.7.7 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



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outflows and assist with mosquito abatement, fence clearance and protection of private and public property. Awarded Contractor shall notify the Contract Monitor regarding necessary trimming of any tree over 4-inches in diameter.

7.7.8 Quarterly bird counts.

7.7.9 Any significant change in existing conditions must be reported to Department staff immediately with an assessment of the problems/issues.

7.7.10 The Awarded Contractor shall provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts. Monitor water quality for algae blooms and aquatic vegetation and water levels. Refill as necessary.

7.7.11 Pruning: refer to Section 7.1.12.

7.8 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 7th and 8th streets as shown on the attached map (**Exhibit 13**), inclusive of the parkway off 8th street.

7.8.1 Maintain the vegetation in an esthetically pleasing and environmentally sound manner for native species on a quarterly basis.

7.8.2 Maintain vegetation for proper fire control at all times.

7.8.3 Trim foliage as needed to discourage homeless encampments and reduce the attractiveness of the area to the transient population.

7.8.4 Perform quarterly shrub pruning and quarterly weed abatement.

7.8.5 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. The Awarded Contractor is to provide a three (3) inch thick layer for weed suppression and for water conservation.

7.8.6 Identify exotic weeds and non-desirable plants for the purpose of eradication by herbicide spraying to be done by Department staff.

7.8.7 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.



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7.8.8 Close cooperation is required with other agencies such as the Long Beach Fire Department, California Department of Fish and Game and local homeowner associations.

7.8.9 Pruning: refer to Section 7.1.12.

7.9 Marine Stadium

The area to be maintained begins at Davy's Launch Ramp to the end of the park as identified on the map attached (**Exhibit 14**).

7.9.1 Maintaining the riprap surrounding the Marine Stadium and the culverts free from litter and debris.

7.9.2 Perform quarterly weed abatement at minimum, or on an as-needed basis.

7.10 Bluff Park Slope

The area to be maintained is from 36th place to 2300 E. Ocean Blvd. This will include all the slope landscape on the Bixby expansion, due to the nature of this new native drought tolerant landscape, pursuant and/or consistent with the City's Landscape Management Plan for the Bluff Park Bluffs (**Exhibit 15**)

7.10.1 Maintain vegetation in an aesthetically pleasing and environmentally sound manner for native species on a bi-monthly basis.

7.10.2 Identify exotic weeds and non-desirable plants for the purpose of eradication by manual methods.

7.10.3 Remove invasive and other non-desirable plants and supplying and replanting desirable species as necessary in accordance with an agreed upon planting plan.

7.10.4 Maintenance of irrigation systems.

7.10.5 Removal of all unwanted debris left behind.

8. WARRANTY/MAINTENANCE AND SERVICE

Not Applicable

9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information



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

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

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Contractor must:

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



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9.3 References

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

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

9.4 Business License

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

10. **COST**

The Awarded Contractor must submit one monthly fixed rate for each area, inclusive of all costs and anticipated expenses associated with the responsibilities and related services indicated herein.

11. **BONDS**

N/A

12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

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

12.1 Order of Precedence - In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.



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- 12.2 Access to Contractor's Records - The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act- The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright - The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.



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- 12.8 Drug-Free Workplace - The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency - The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation - The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).
- 12.13 National Preservation Acts -The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity - The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the



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nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.

- 12.15 Patent Rights- The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement - The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).



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

13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be for a period of 24 months with two annual renewal options at the discretion of the City. The contract term will not exceed 48 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.



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- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.



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- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment F** for further information regarding the requirements of the ordinance.



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

- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

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

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



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Attachment B

PRO-FORMA AGREEMENT

[Attached for reference; to be completed upon contract award.]

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

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

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

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

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

1 insurance has been delivered to and approved by City.

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

6 3. COORDINATION AND ORGANIZATION.

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

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

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

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

4 5. INSURANCE.

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

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

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

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

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

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

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

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

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

28 E. Consultant shall require that all subconsultants or contractors

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

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

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

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

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

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

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

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

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

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

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

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

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

28 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

1 governmental agency now having or hereafter acquiring jurisdiction.

2 16. PREVAILING WAGES.

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

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

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

23 18. INDEMNITY.

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

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

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

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

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

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

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20. NONDISCRIMINATION.

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

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

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

A. During the performance of this Agreement, the Consultant

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

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

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

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

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

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

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

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

4 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

(NAME OF CONSULTANT)

_____, 2015

By _____
Name _____
Title _____

_____, 2015

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 2015

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2015.

CHARLES PARKIN, City Attorney

By _____
Deputy



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 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

Print Name & Title



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

 Business/Contractor/Agency

 Name of Authorized Representative

 Title of Authorized Representative

 Signature of Authorized Representative

 Date

r20141001



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

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

Rev 12.11.13



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

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

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

[Vendor Application Form is for internal City use only]



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership): _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions): _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any): _____
 Exemption from FATCA reporting code (if any): _____
Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.)
 6 City, state, and ZIP code
 7 List account number(s) here (optional)

Requester's name and address (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 generally 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 instructions for line 1 and 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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-E (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-D (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
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Vendor Application Form

Company Name (same as line 1 on W9):		
DBA Name (same as line 2 on W9):		
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/>)	leave blank if not applicable
Web Address:		leave blank if not applicable
Purchase Order Address:		
Attn:		
City:		
State:	Zip Code:	
Contact Name:		
Email:		
Phone Number:	e.g. 562-555-1234	
Fax:	e.g. 562-555-5678	
Toll Free:	e.g. 800-555-2468	
If 'remit to' address is the same as the purchase order address, put SAME in first box only		
'Remit to' Address :		
Attn:		
City:		
State:	Zip Code:	
Contact Name:		
Email:		
Phone Number:	e.g. 562-555-1234	
Fax:	e.g. 562-555-5678	
Toll Free:	e.g. 800-555-2468	
Type of Ownership:		
Individual <input type="radio"/>	Partnership <input type="radio"/>	Corporation <input type="radio"/> LLC <input type="radio"/> Nonprofit <input type="radio"/> Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)		
MBE <input type="radio"/>	WBE <input type="radio"/>	Local <input checked="" type="radio"/> DBE <input type="radio"/> Certified SBE <input type="radio"/> Certified Micro <input type="radio"/>
State certification number: _____		



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment F

Equal Benefits Ordinance (EBO) Compliance Form

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected 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. 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 the City has issued them a waiver. 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



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- 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, which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____



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

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



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_____ 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. _____



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Attachment G

Secretary of State Certification

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

(Note, individual and sole proprietor companies are exempt.)

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

www.kepler.sos.ca.gov/

The screenshot displays the 'Business Search' page on the California Secretary of State website. The browser's address bar shows 'http://kepler.sos.ca.gov'. The page features a navigation menu with options like 'Business Programs', 'Notary & Authentications', and 'Elections'. The main content area provides detailed instructions for conducting a search, including a note that the search is not for name availability and a list of steps: selecting a search type, entering the entity name or number, and clicking the search button. A search type selector is present with radio buttons for 'Corporation Name', 'Limited Liability Company/Limited Partnership Name', and 'Entity Number'. Below this is an input field labeled 'Entity Name or Number' with the placeholder text 'enter company name and hit "search"', followed by a 'Search' button. A disclaimer at the bottom states that the tool allows searching for abstracts of information for various business entities and that the Secretary of State's office is not responsible for any loss or damage resulting from reliance on the information provided.



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Attachment H

SBE - EXEMPT

There will be a combined SBE/VSBE/LSBE goal of 0% on this contract.

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

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. **This project is subject to a 0% goal.**

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 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.

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>.



City of Long Beach
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Attachment I

Insurance Requirements

**These changes supersede the insurance requirements found in Attachment B
-the sample Pro-Forma Agreement:**

- **Professional liability or errors and omissions coverage shall not be required.**
- **Sudden and accidental pollution liability coverage shall be required as part of the general liability policy.**



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
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EXHIBIT 1

Park and Golf Course Lake and Pond Management Policy No. 3.12



Policies and Procedures

City of Long Beach, Department of Parks, Recreation and Marine

Subject: PARK AND GOLF COURSE LAKE AND POND
MANAGEMENT POLICY

Number: 3.12

1.0 PURPOSE

- 1.1 It is the goal of the Department of Parks Recreation and Marine (PRM) to utilize preventive as well as ongoing maintenance practices that encourage the proper health of various ecosystems. Further, it is the goal of PRM to maintain or enhance existing habitats with practices that minimize the necessity of chemical use and the need for manual or mechanical means to maintain all waterways in City parks and golf courses.

2.0 BACKGROUND

- 2.1 PRM and its various contractors are obligated to maintain the lakes, ponds, streams and waterways in its parks and golf courses in such a way as to ensure public health and safety while maintaining a commitment to environmental stewardship. The following policies are designed to sustain and enhance the various water-based ecosystems in a safe and both environmentally and fiscally prudent manner that follows all applicable recommendations and guidelines of the California Department of Fish and Game and US Department of Agriculture.

3.0 VEGETATION MANAGEMENT

- 3.1 It is the goal of PRM to utilize preventive as well as ongoing maintenance practices that encourage the proper health of various ecosystems. Further, it is the goal of PRM to maintain or enhance existing habitats with practices that minimize the necessity of chemical use and the need for manual or mechanical means to maintain all waterways in City parks and golf courses.

3.1 EMERGENT VEGETATION

- 3.1.1 Outside of nesting season (September 2 to January 14) there shall be no restrictions on spraying for or removing cattails, bulrushes or tules, as proper maintenance practices during this time enhance the ultimate habitat areas during the actual nesting season.

- 3.1.2 During nesting season (Jan 15-Sept 1) if it is determined that there is a need for spraying or removing emergent plants, the impacted area will be inspected by an ornithologist or biologist for evidence of nesting.
- 3.1.3 Should an active nest be found, unless there are public health or safety concerns, there shall be no activity within 100 feet of the nest, and that activity shall be conducted by either the use of manually operated machinery or by hand. If there is no nesting activity, the emergent plants may be treated or removed including by automated or mechanical means.

3.2 SUBMERGED VEGETATION

- 3.2.1 Generally, nesting activity is not to be expected in areas impacted by submerged vegetation, therefore there shall be no restrictions on spraying for submerged vegetation, except those listed in Section 4.2 relating to spraying. Certain amounts of this type of vegetation will be encouraged to reduce nutrient levels thus lowering the need for the use of other chemicals.
- 3.2.2 If it is determined that removal or treatment of submerged vegetation is warranted said treatment will be sensitive to aquatic wildlife.

3.3 SPRAYING OR REMOVAL OF VEGETATION

- 3.3.1 To ensure proper water flow and quality in all of the channels, streams, culverts, shoreline areas and island areas, monitoring must be continuous, and treatment(s) applied as necessary.
- 3.3.2 Annual thinning of cattails, bulrushes, and tules is necessary for the proper spacing between emergent plants to increase the diversity of species and to enhance environmental stability.
- 3.3.3 Any growth shall be properly identified as to species, so as to determine the proper course of treatment or removal, and to ensure the use of proper types and amounts of chemicals.
- 3.3.4 Once identified, the treatment or removal method chosen will be the course of action that provides the lowest toxicity of chemicals and least amount of chemical necessary to treat the particular growth.

3.3.5 Within the above parameters, ideal application must be done at the beginning of the growth cycle and prior to the onset of the dormancy period, as this provides the best long-term control results, and best facilitates the proper health of the various ecosystems and maintains or enhances existing habitats.

4.0 WATER QUALITY AND MAINTENANCE

4.1 As with other maintenance practices, the goal of PRM with regards to water quality will be to utilize preventive as well as ongoing maintenance practices that encourage the proper health of various ecosystems and maintain or enhance existing habitats with practices that minimize the necessity of chemical use and the need for manual or mechanical means to maintain all waterways in City parks and golf courses.

4.1.1 The monitoring of algae and vegetation shall be continuous throughout the year. During nesting season, (as defined above) should spraying be necessary for the control of algae and/or vegetation or to ensure proper water flow, the area in question shall be inspected by an ornithologist or biologist. Should an active nest be found, there shall be no activity within 100 feet of the nest, and that activity shall either be conducted by the use of manually operated machinery or by hand. If there is no activity, there shall be no restriction on the treatment, except as may otherwise be found in this policy with relation to chemical application or use.

4.1.2 As necessary, water quality parameters can be obtained to determine any critical levels of O₂, pH, salinity, clarity and nutrient levels.

4.1.3 It shall be the common practice to continually monitor water quality so as to ensure that levels of algae or vegetation do not reach a point that would necessitate treating more than 1/3 of the coverage area of any lake at one time.

4.1.4 Pondweed shall be encouraged to certain levels, until it is deemed invasive, as this will reduce nutrient levels thus lowering required chemical use. These weeds should be allowed to grow within 2 feet of the water level.

4.1.5 Spraying or chemical use may be warranted by changes in water clarity or color, or the recognition of undesirable materials. Treatment shall be initiated when the surface level of filamentous algae reaches 10-20%.

4.2 SPRAYING OR CHEMICAL USE

4.2.1 All chemicals shall be EPA rated for aquatic use and comply with pesticide regulations as determined by the Department of Agriculture.

4.2.2 Chemicals shall only be applied by trained and/or qualified applicators and only in compliance with label instructions and MSDS.

4.3 RUNOFF

4.3.1 All efforts will be made to prevent runoff or erosion.

4.3.2 In the event of runoff (including but not limited to chemicals, fertilizer or soil) or erosion, an action plan for diversion or mitigation will be implemented. Every effort will be made to be sensitive to nesting activities; therefore all ecosystems will be taken into account in the creation of the plan for diversion or mitigation, with all reasonable efforts made to balance each ecosystem.

4.4 MECHANICAL EQUIPMENT AND DEVICES

4.4.1 Lake equipment (including but not limited to re-circulators, fountains, aerators and pumps) will be continually monitored and maintained to ensure proper operation, and to maximize water movement through the water column.

4.5 DEBRIS

4.5.1 Regular and continuous inspections for and the removal of debris (including trash, fishing lines, deceased fish, water fowl and/or other animals, green waste and sediment) will occur in all waterways.

5.0 HABITATS AND WILDLIFE

5.1 Of particular importance, is the concern of over population of certain species (including but not limited to ducks, geese and coots). High levels of fecal matter from such species negatively impact water-quality and the natural cycle of interaction between O₂, bacteria and plants.

5.1.1 The City shall strive to encourage habitat and wildlife education and the facilitation of proper ecosystems (i.e. natural vs. human-enhanced or human-impacted) through all available means, including but not limited to signage, websites, Task Forces, etc.

5.1.2 The City shall strive to encourage habitat and wildlife education and the facilitation of proper ecosystems (i.e. natural vs. human-enhanced or human-impacted) through all available means, including but not limited to signage, websites, Task Forces, etc.

5.1.3 When possible or feasible, the City will provide facilitation devices and/or containers that promote sustainability or recycling options (including but not limited to fishing line, plastics, paper, etc.).

5.4 Employees are not eligible to use vacation leave until they have completed one year of service.

6.0 REVIEW AND REVISION

6.1 In keeping with PRM goals of sustainability, best maintenance practices with regards to habitat restoration, the use of native plants, ecosystem encouragement and a minimum footprint, it is the responsibility of the Manager of the Maintenance Operations Bureau to review and update this policy and procedures on an annual basis or when City policies and procedures change.

APPROVED:

AUTHORIZED ON:



GEORGE CHAPJIAN
DIRECTOR

September 19, 2011



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

EXHIBIT 2

Park and Golf Course Tree Trimming Policy No. 3.13



Policies and Procedures

City of Long Beach, Department of Parks, Recreation and Marine

Subject: PARK AND GOLF COURSE TREE TRIMMING
POLICY

Number: 3.13

1.0 PURPOSE

- 1.1 To provide guidelines and procedures for the trimming of any and all trees exclusively in or on the parks and golf courses in the City of Long Beach.

2.0 BACKGROUND

- 2.1 The Department of Parks, Recreation and Marine (PRM) is obligated to trim trees in City parks and on City golf courses for the safety of the public and the protection of property. In order to provide proper environmental stewardship, tree trimming will be conducted in an environmentally friendly manner and in accordance with all environmental recommendations, as generally determined by the California Department of Fish and Game (DFG).

3.0 POLICY

- 3.1 Department Policy requires that all tree trimming conducted in City parks and golf courses adhere to the procedures outlined in this document.
- 3.2 The final decision on anything in this policy shall rest with the Director of Parks, Recreation and Marine Department, whose decision is final, and who shall be guided first and foremost by safety needs of park patrons.

4.0 PROCEDURES

- 4.1 During nesting season (as broadly defined for this policy as January 15 to August 1), unless a situation hazardous to the public exists, no tree trimming may be conducted within 100 feet of any tree containing an active nest or the presence of nesting activity.
- 4.1 The presence of active nests or nesting activity shall be determined by a trained biologist or an ornithologist, prior to any trimming.
- 4.2 Nesting activity is broadly defined as commencing with courtship activity among adults and ending when all fledglings have become juveniles and are able to fly. The nesting period generally falls between January 15 and July 15. As a matter of practice, City will extend the end of this period

through September 1 as to our trimming period in El Dorado Regional Park and DeForest Park and Nature Area, and through August 1 as to tree trimming in all other City Parks and golf courses. As necessary to complete in-progress trimming, the City may also extend this period through January 31 in all City parks and golf courses. It must also be noted that juvenile or adult birds occupying a nest do not automatically constitute nesting activity.

- 4.3 Annual tree trimming shall be scheduled between August 2 and January 14, except as prescribed in 4.3 with relation to start of trimming in El Dorado Regional park, and necessary extensions of trimming in all City parks and golf courses.
- 4.4 Trimming of selected trees by hand for the removal of fruit may be conducted during the period from January 15 to August 1. The City will consult with an ornithologist to assure that the Federally required standoff distance is maintained and that adjacent nesting birds are not distressed.
- 4.5 Where possible, trimming shall be conducted in such a way as to avoid damage to existing nests. In those cases where structurally unstable nests or the unstable limbs on which they are located pose an imminent danger to the public, trimming may be conducted to protect the public.

5.0 REVIEW AND REVISION

- 5.1 It is the responsibility of the Manager of Maintenance Operations to review and update this policy and procedure on an annual basis or when City policies and procedures change.

6.0 ATTACHMENT

- 1. Audubon Survey Datasheet

APPROVED:



**GEORGE CHAPJIAN
DIRECTOR**

AUTHORIZED ON:

June 16, 2011



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

EXHIBIT 3

California Coastal Commission Development Permit No. 5-08-187

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071

Page 1 of 5
February 11, 2009
Permit No. 5-08-187



COASTAL DEVELOPMENT PERMIT 5-08-187

On **February 4, 2009**, the California Coastal Commission granted to **City of Long Beach** Coastal Development Permit **5-08-187**, subject to the attached Standard and Special Conditions, for development consisting of:

Conduct annual and emergency tree trimming activities consistent with the City of Long Beach Tree Trimming and Tree Removal Policy (See Special Condition One). More specifically described in the application file in the Commission offices.

The development is within the coastal zone at: **Downtown Shoreline, Alamitos Bay Marina, Marine Stadium, Colorado Lagoon, and other state tidelands and beaches within the City of Long Beach, Los Angeles County.**

Issued on behalf of the California Coastal Commission on February 11, 2009.

PETER DOUGLAS
Executive Director

By: Charles R. Posner
Title: Coastal Program Analyst

ACKNOWLEDGMENT

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance . . . of any permit . . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 CAL. ADMIN. CODE SECTION 13158(a).

Date

Signature of Permittee

Please sign and return one copy of this form to the Commission office at the above address.

COASTAL DEVELOPMENT PERMIT

5-08-187

Page 2 of 5

STANDARD CONDITIONS

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS

1. **Tree Trimming and Tree Removal Policy**

Coastal Development Permit 5-08-187 approves annual and emergency tree trimming activities consistent with the following policy:

The purpose of this policy is to ensure the protection of bird nesting habitat protected by the Migratory Bird Treaty Act and the long-term protection of breeding, roosting, and nesting habitat of state and federally listed bird species, California bird species of special concern, and bird species that play an especially valuable role in the ecosystem. The City of Long Beach Department of Parks, Recreation and Marine is obligated to trim trees within the marine environment for the safety of the public and the protection of property. The trimming or removal of any tree that has been used for breeding and nesting within the past five years, determined by a qualified biologist, shall be undertaken in compliance with all applicable codes or regulations of the California Department of Fish and Game, the U.S. Fish and Wildlife Service and the U.S. Migratory Bird Treaty Act, and shall be conducted under the parameters described below.

Tree trimming or tree removal shall be prohibited during the breeding and nesting season of the bird species referenced above (January through September) unless the City of Long Beach Department of Parks, Recreation and Marine, in consultation with a qualified arborist, determines that a tree causes danger to public health and safety. A health and safety danger exists if a tree or branch is

COASTAL DEVELOPMENT PERMIT

5-08-187

Page 3 of 5

dead, diseased, dying, or injured and said tree or branch is in imminent danger of collapse or breaking away. The City shall be proactive in identifying and addressing diseased, dying or injured trees as soon as possible in order to avoid habitat disturbances during the nesting season. Trees or branches with a nest that has been active anytime within the last five years shall not be removed or disturbed unless a health and safety danger exists.

The removal of any breeding and nesting tree shall require mitigation at a 1:1 ratio. A tree replacement planting plan for each tree replacement shall be developed to specify replacement tree location, tree type, tree size (no less than 36" box size), planting specifications, and a five-year monitoring program with specific performance standards. An annual monitoring report for tree replacement shall be submitted for the review and approval of the Executive Director of the Coastal Commission, the Director of the Parks, Recreation and Marine, and a representative of the Audubon Society. The Department of Parks, Recreation and Marine shall maintain the annual reports on file as public information and to be used for future tree trimming and removal decisions.

A. Tree Trimming During Non-Breeding and Non-Nesting Season (October through December)

1. Prior to tree trimming or removal, a qualified biologist or ornithologist shall survey the trees to be trimmed or removed to detect nests and submit a survey report to the City of Long Beach Department of Parks, Recreation and Marine, a representative of the Audubon Society, and the Executive Director of the Coastal Commission. The survey report shall include identification of all trees with nests. The Department of Parks, Recreation and Marine shall maintain a database of survey reports that includes a record of nesting trees that is available as public information and to be used for future tree trimming and removal decisions.

2. Any trimming of trees with nests shall be supervised by a qualified biologist or ornithologist and a qualified arborist to ensure that adequate nest support and foliage coverage is maintained in the tree, to the maximum extent feasible, in order to preserve the nesting habitat. Trimming of any nesting trees shall occur in such a way that the support structure of existing nests will not be trimmed and existing nests will be preserved, unless the Department of Parks, Recreation and Marine, in consultation with a qualified arborist, determines that such trimming is necessary to protect the health and safety of the public. The amount of trimming at any one time shall be limited to preserve the suitability of the nesting tree for breeding and/or nesting habitat.

Trees or branches with a nest that has been active anytime within the last five years shall not be removed or disturbed unless a health and safety danger exists.

3. Trimming may not proceed if a nest is found and evidence of courtship or nesting behavior is observed at the site. In the event that any birds continue to occupy trees during the non-nesting season, trimming shall not take place until a qualified biologist or ornithologist has assessed the site,

COASTAL DEVELOPMENT PERMIT

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determined that courtship behavior has ceased, and given approval to proceed within 300 feet of any occupied tree.

- B. Tree Trimming or Removal During Breeding and Nesting Season (January through September). If tree trimming or removal activities cannot feasibly avoid the breeding season because a health and safety danger exists, the following guidelines must be followed:

1. A qualified biologist or ornithologist shall conduct surveys and submit a report at least one week prior to the trimming or removal of a tree (only if it is posing a health or safety danger) to detect any breeding or nesting behavior in or within 300 feet of the work area. A tree trimming and/or removal plan shall be prepared by an arborist in consultation with the qualified biologist or ornithologist and a representative of the Audubon Society. The survey report and tree trimming and/or removal plan shall be submitted for the review and approval of the Executive Director of the Coastal Commission, the Department of Fish and Game, the U.S. Fish and Wildlife Service, and the Director of the Parks, Recreation and Marine. The Department of Parks, Recreation and Marine shall maintain the plans on file as public information and to be used for future tree trimming and removal decisions. The plan shall incorporate the following:

- a. A description of how work will occur.
- b. Work must be performed using non-mechanized hand tools to the maximum extent feasible.
- c. Limits of tree trimming and/or removal shall be established in the field with flagging and stakes or construction fencing.
- d. Steps shall be taken to ensure that tree trimming will be the minimum necessary to address the health and safety danger while avoiding or minimizing impacts to breeding and nesting birds and their habitat.

2. Prior to commencement of tree trimming and/or removal the City of Long Beach Department of Parks, Recreation and Marine shall notify in writing the Executive Director of the Coastal Commission, the Department of Fish and Game, and the U.S. Fish and Wildlife Service of the intent to commence tree trimming or removal.

All tree trimming and tree removal shall be conducted in strict compliance with this policy. All trimmings must be removed from the site at the end of the business day and disposed of at an appropriate location. Any proposed change or deviation from the approved policy must be submitted for review by the Executive Director to determine whether an amendment to this coastal development permit is required.

2. Resource Agencies

The permittee shall comply with all requirements, requests and mitigation measures from the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with

COASTAL DEVELOPMENT PERMIT

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respect to preservation and protection of water quality and marine environment. Any change in the approved project that may be required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.



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EXHIBIT 4

Homeless 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 Maintenance Operations Bureau Parks, Recreation and Marine (562) 570-4899 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 Homeless Services Coordinator (562) 570-4003 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 Maintenance Operations Bureau Parks, Recreation and Marine (562) 570-4899 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 (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"> ➤ Contact Community Development (CD). CD will verify presence of homeless encampment on private property. | <p>Responsibility of City Employee receiving complaint.</p> |
| <ul style="list-style-type: none"> ➤ 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. | <p>Peggy Sanders
Community Development
(562) 570-6830</p> |
| <ul style="list-style-type: none"> ➤ 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. | |
| <ul style="list-style-type: none"> ➤ Upon receipt of written request from property owner, Police Department begins enforcement of no trespassing violations | <p>Police Department Communications
(562) 570-6711</p> |
| <ul style="list-style-type: none"> ➤ 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. | <p>Tom Slater
Community Development
(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 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 (562) 570-2700 Police Department Communication (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.



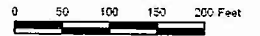
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EXHIBIT 5

Golden Shore Biological Reserve Map



Golden Shore Marine Biological Reserve
8.23 ac.





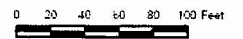
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EXHIBIT 6

Jack Dunster Marine Biological Reserve Map



Jack Dunster Marine Biological Reserve
3.17 ac.





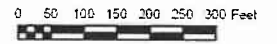
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EXHIBIT 7

Colorado Lagoon Map



Colorado Lagoon
 Intertidal Area Approx. 4.18 ac.





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EXHIBIT 8

Colorado Lagoon Trash Traps/Capture Devices Location Map



Colorado Lagoon Trash Traps/Capture Devices Location Map

Colorado Lagoon



Disclaimer

DISCLAIMER OF DATA ACCURACY: The services provided on this web site are intended for informational purposes only and the GIS data used is compiled from various sources and is subject to constant change. While reasonable effort has been made to ensure the accuracy of the data, the information provided herein may be inaccurate or out of date.



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EXHIBIT 9

Colorado Lagoon Trash Traps Specifications

Colorado Lagoon Trash Traps Net Sizing

The Fresh Creek Trash Trap system consists of 3 trash capture device units supported by 10 nets. All replacement nets and frames shall be supplied and shipped with the in-line netting floatables collection system. The dimensions of nets to be used are as follows:

One full system change-out requires 10 separate nets:

(6 pieces) 30" x 30" x 108" – 3/8" mesh size with Plastic Frame for Units A and C

(4 pieces) 30" x 48" x 96" – 3/8" mesh size with Plastic Frame for Unit B

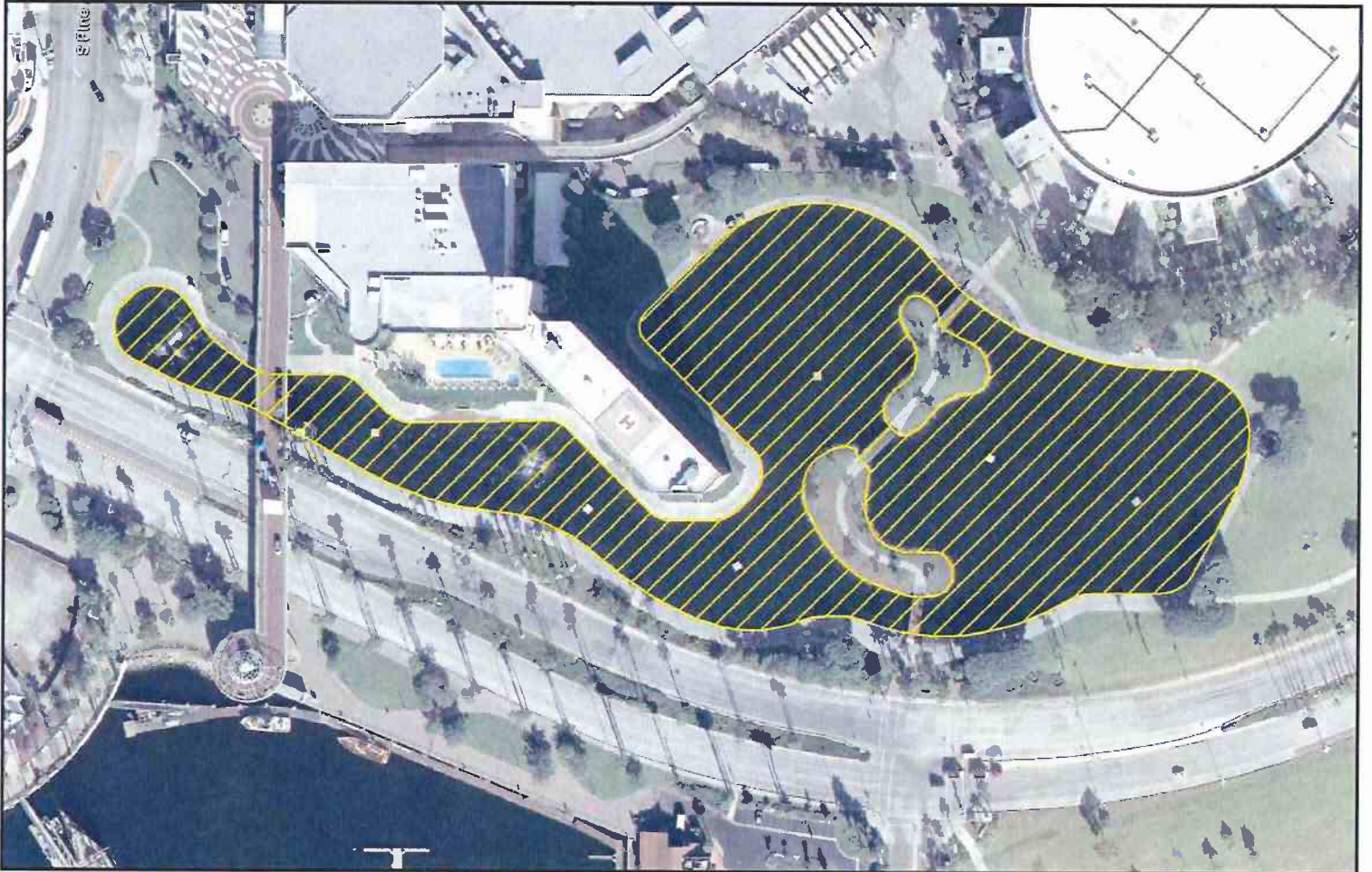
Nets shall be capable of withstanding the forces imposed on by the flow and by lifting when filled with a minimum 1000 pounds of floatables without tearing or bursting.



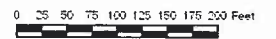
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EXHIBIT 10

Rainbow Lagoon Map



Rainbow Lagoon
Water area 5.56 ac.





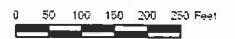
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EXHIBIT 11

Rainbow Harbor Map



Rainbow Harbor
Water Area 1.72 ac.

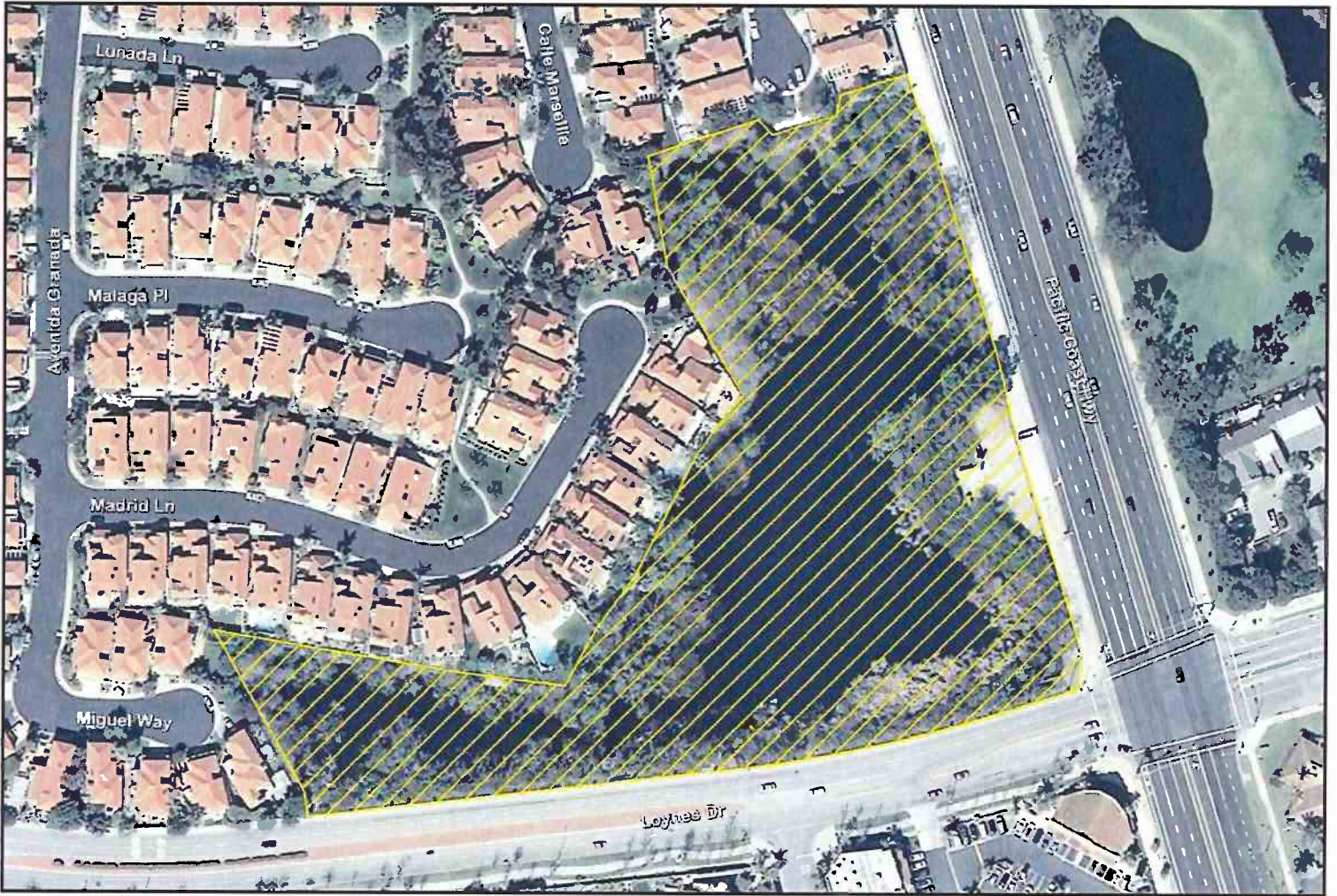




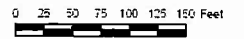
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EXHIBIT 12

Sim's Pond Map



Sims' Pond
6.12 ac.



lenny-sims.pond.mxd teh 12/20/11



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EXHIBIT 13

P.E. GREEN BELT MAP



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

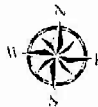
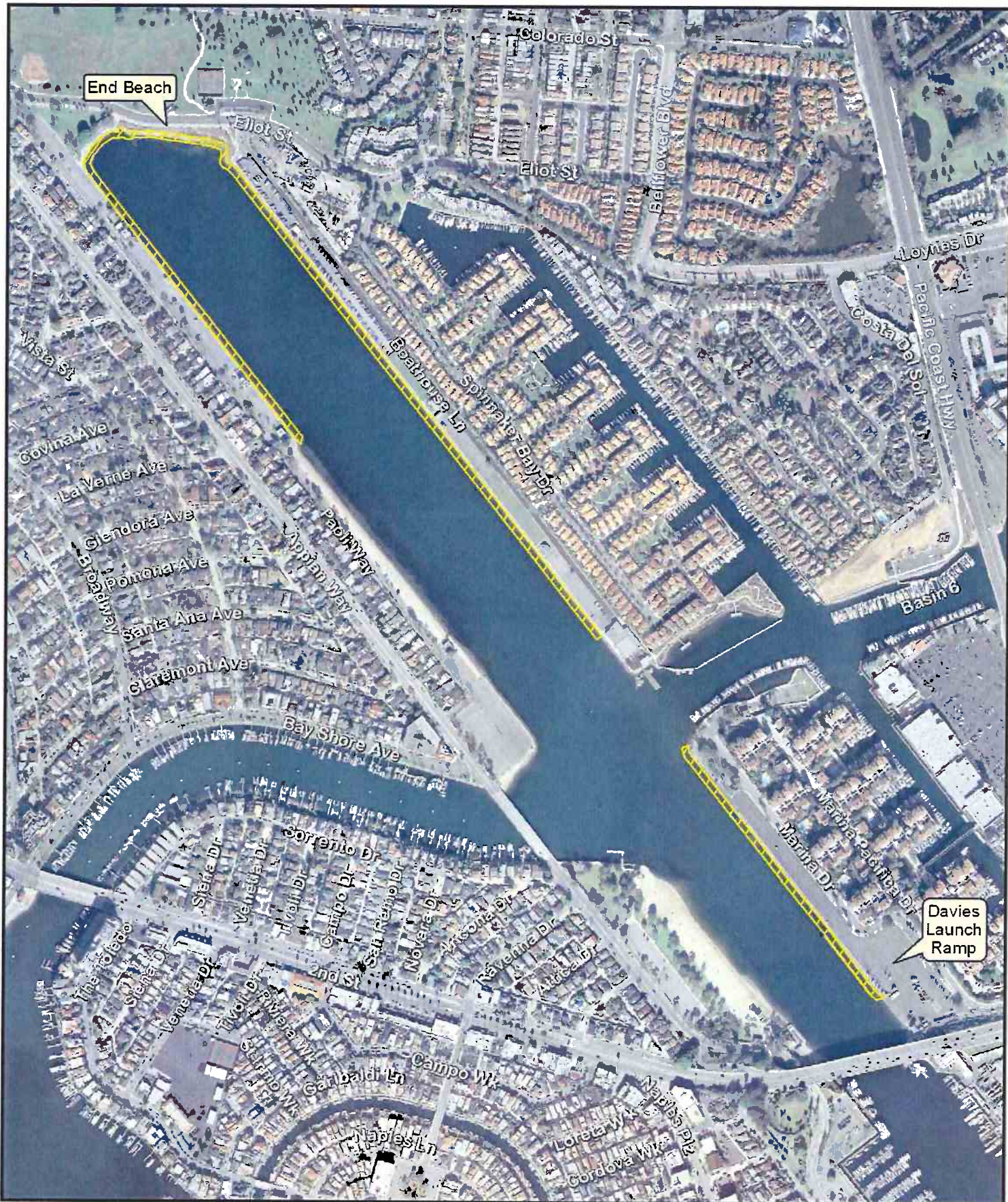




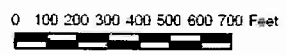
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EXHIBIT 14

Marine Stadium Map



Marine Stadium and
Davies Launch Ramp
4.78 ac.





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EXHIBIT 15

Landscape Management Plan for the Bluff Park Bluffs

Landscape Management Plan

Bluff Park Bluffs

Prepared by:

Tidal Influence, LLC

1340 E. Florida St.

Long Beach, CA





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Project Background

The City of Long Beach covers over 5 ½ miles of coastline in Los Angeles County. Since its discovery in 1882, the coastline of Long Beach have been a source of recreation, development and tourism. This coastline is heavily used today by the over 465,000 Long Beach residents, thousands of visitors from neighboring cities as well as travelers from across the world. The Long Beach Bluffs offer a scenic vista of this coastline and are a major attraction for visitors. The Bluff Park Bluffs are an essential piece of the coastline experience and properly managing them is a critical task.

Erosion along the steeply graded Long Beach Bluffs is natural but has been greatly exacerbated by human disturbance, residential development, construction of recreational/access facilities and improper vegetation installations over the last few decades. The Long Beach Bluffs are no longer a natural bluff system and are heavily constrained by the aforementioned human causes. Despite the changing face of the Long Beach Bluffs over the last 100 years, the Long Beach Bluffs remain a significant landmark for the Long Beach community and are a continuing source of recreation and refuge for residents and tourists alike. With this in mind, the City of Long Beach has spent the last three decades devising plans and working to stabilize the eroding bluffs to ensure public safety and sustained use of the bluffs for years to come.

In November 2000 the City of Long Beach released the Final Plan Of Development – Bluff Erosion and Enhancement Project that provides a comprehensive master plan for improving the bluff system from Alamitos Ave to 36th Place. Since that time the City has been systematically implementing this plan with the goal of addressing the following issues:

- Protecting public safety
- Protecting private and public property through slope stabilization
- Providing/maintaining/improving access
- Improving aesthetics
- Providing educational/recreational value



Figure 1. Historical 1930s Long Beach bluffs and shorelines

In Summer of 2014 work began on a portion of the bluff that runs east from the Long Beach Museum of Art near Lindero Avenue to just past Paloma Avenue. Three distinct areas (Areas 1, 2 and 3) were designated for this effort that were in need of immediate stabilization (Figure 2) These areas were designated to be treated with soil nails and shotcrete in order to prevent potential large scale sloughing or surficial erosion of the bluff face. This approach to stabilizing the bluffs presented a



Figure 2. Project Areas 1, 2 and 3

unique challenge for landscaping. Tidal Influence worked with the City's engineering and landscape architect consultants to design a native landscaping plan focused on achieving the goals of the overall



Figure 3. Areas 2 and 3 where landscaping has been installed

project. This landscaping has currently been installed in all of Area 3 and a portion of Area 2 (Figure 3).

Purpose of Plan

The BMP was developed by Tidal Influence for the City of Long Beach, who will manage Bluff Parks Bluffs after the establishment period ends May 15th, 2015. This document is intended to

- (1) provide guidance for landscape maintenance efforts,
- (2) promote sustainable and consistent landscape management techniques for recently improved Bluff Park Bluffs areas, and
- (3) provide a framework for native plant landscape management in other natural spaces, coastal projects or nearby/adjacent bluffs in in the City of Long Beach.

Bluff Park Bluffs Landscape Management Objectives

- Maintain aesthetic value by promoting flowering and maximizing evergreen native plant coverage of bluff faces
- Manage native plant landscape that will flourish with limited maintenance activities
- Promote human safety along beaches below bluff face by reducing the chances for vagrancy, fire, and erosion.
- Protect ocean viewsheds from Ocean Blvd by maintaining low profile vegetation

The Long Beach Bluff Landscape Management Plan (BLMP) identifies recommended management techniques and maintenance actions required to sustainably maintain the native landscape vegetation installed along the most recently improved portions of the Bluff Park Bluffs. These management techniques are focused on maintaining aesthetics, preserving public access, preventing erosion, and protecting native plant communities. The BLMP includes a description of historical land use, current status of native landscape, species specific details on native plant care, potential landscape management techniques for, descriptions of management issues that could arise, and recommendations for approaching and resolving potential management issues. The purpose of this document is to provide a long-term plan for managing this new landscape so that it is properly cared for and maintained into perpetuity.



Figure 4. Native plants blooming in Ocean Blvd Planter

Maps and Planter Delineations (Ocean Blvd Planter, Planter Pockets, Toe Slope)

For clear communication, the landscaped portions of Construction Areas 2 and 3 are divided into three zones: The Ocean Blvd Planter (top of the bluff), the Planter Pockets (mid-bluff facade), and the Toe Slope (base of the bluff; Figure 5). These 3 zones are distinct in their design and therefore have a unique plant palette and ultimately will be managed differently. The bluff face is covered by shotcrete, which is in effect a cast-in-place concrete wall. Prior to plant installations, shotcrete was applied with pressurized hoses to form stabilized concrete bluff faces that imitate natural bluff formations leaving pockets for plants to be installed in.



Figure 5. Planter Delineations before plant installation



Figure 6. Planter Delineations after plant installation

Ocean Blvd Planter:

The purpose of the Ocean Boulevard Planter is to provide aesthetic value and maximum native plant coverage. Plants have a compact, low profile and do not impede viewsheds of the ocean. It was not designed for habitat value, though many pollinators use the showy, attractive flowers



Figure 7. Ocean Blvd Planter

Planter Pockets:

The purpose of the Planter Pockets is to provide maximum native plant coverage over shotcrete to improve aesthetics of bluff face and stabilize bluff soils. Planter Pockets were not designed for habitat value.



Figure 8. Planter Pockets

Toe Slope:

The purpose of the Toe Slope is to create native coastal habitat for pollinators and people alike. It was designed to minimize erosion and stabilize soils at the base of the shotcrete bluff façade, to deter homeless encampment establishment at base of bluffs, and provide aesthetically attractive native landscape. The palette selected maximizes vegetation coverage of the base of the shotcrete and provides a showy display of native wildflowers. A combination of container plants and hydroseed mix were installed in this zone.



Figure 9. Toe Slope

Native Plant Palettes for Planters and Care Requirements

The primary objective of the plant palettes chosen was to cover as much shotcrete as possible with vegetation. Each planting zone was treated with a distinct native plant palette specifically selected for optimal growth in each unique area. Plants in the Ocean Blvd planter will bound down the shotcrete, plants in the toe slope will grow up to over the base of the shotcrete and plants in the planter pockets will grow out to cover up the middle of the shotcrete bluff face. All of the plant species installed in each zone are adapted to the environmental conditions of California's coastline and can tolerate shifting sand, salt spray, strong winds, steep terrain, direct sunlight and drought conditions. In addition to these tolerances most of the plants were chosen because they are evergreen, will showcase bright flowers in a variety of colors, and will bloom during different times of the year. A mixture of perennial and annual species were installed which will add seasonal color to the landscape in the winter and spring.

Ocean Blvd Planter Palette

Beach Evening Primrose *Camissoniopsis cheiranthifolia*

Size: 6 in tall, 5 ft diameter

Origin: Coastal strand dunes and bluffs

Flowers: Bright yellow

General: Short-lived Perennial plant that grows prostrate in mats and performs excellently covering sandy bluffs.

Care: Will go dormant in summer and can be removed entirely after seeds drop and plant is brown and woody. May require pruning so plant does not creep onto sidewalk. Allow to grow down shotcrete.



Beach Strawberry *Fragaria chiloensis*

Size: 0.2 ft tall; 1-3 ft diameter

Origin: Coastal California

Flowers: White

General: Fast-spreading, evergreen, low groundcover that produces edible berries.

Care: Can tolerate trampling. Allow to creep down the bluff face, intermix with other plants and provide ground cover throughout planter. Performs well with irrigation.



Blue-eyed Grass *Sisyrinchium bellum*

Size: 1-1.5 ft tall; 0.5-1 ft diameter

Origin: California coastal bluffs

Flowers: Violet with yellow centers

General: Perennial iris that grows in compact tufts and performs well under irrigation.



Care: Will go dormant in summer and loses most leaves. Dead head with pruners after spring blooming period ends. Will grow back from bulb even if covered by other plants.

California Poppy (coastal form) *Eschscholzia californica maritima

Size: 1-2 ft tall, 1 ft diameter

Origin: California

Flowers: Yellow and Orange

General: Annual wildflower that grows low and spreads.



Care: Plant will reduce to leafy rosettes in winter, do not pull out plant by roots. Will reseed itself in Toe Slope and will bloom for extended periods under consistent irrigation.

Sea Pink *Armeria maritima*

Size: 0.5-1 feet tall; 0.5 ft diameter

Origin: Central California Coastal Strand

Flowers: Pink and white

General: Evergreen, perennial that grows in small composed bunches of grass-like foliage and prefers well-draining soils.



Care: Will not perform in poorly drained soils, if water pools over plants roots, they will die. Prune flowers after they all lose their color. Allow to expand bunches and act as ground cover.

California Fuschia *Epilobium canum*

Size: 2 ft tall, 3 ft diameter

Origin: California

Flowers: Red

General: Fast-growing, semi-evergreen perennial that spreads low and attracts hummingbirds.



Care: After establishing through 2 summers, can be trimmed back to 2 inches from the base during winter after plants finish blooming. If not trimmed back this way, new growth will form on ends of existing branches and it will have a messier appearance that will require more maintenance.

Planter Pockets

Bladderpod *Peritoma arborea*

Size: 6-8 feet diameter

Origin: California coast

Flowers: Yellow. All year with water.

General: Native perennial that is a fire retardant evergreen shrub that will grow rapidly.



Care: Allow to grow as large as possible. Do not hedge or prune unless plant starts losing leaves.

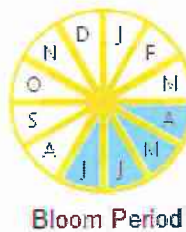
Sage *Salvia ssp.*

Size: 4-6 ft tall, 3-5 ft diameter

Origin: Southern California coastal sage scrub

Flowers: Purple

General: Semi-evergreen perennial shrubs that prefer well-draining soils and are drought-tolerant.



Care: Allow to grow as large as possible. Will not perform in poorly drained soils, if water pools over plants roots, they will die.

Island Morning Glory *Calystegia macrostegia*

Size: Up to 30 meters in diameter

Origin: Channel Islands coastal bluffs

Flowers: Whitish Pink

General: Twining vine with large flowers, native to rocky areas. Does well in full sun with water. Perennial with succulent leaves that will grow rapidly and cover large expanses of unvegetated slopes.



Care: Year-round evergreen under consistent irrigation. Do not allow vines to creep up slope into Ocean Blvd Planter. Refocus vines downslope to encourage maximum shotcrete coverage. Do not allow to grow into other planter pockets that contain shrubs.

Showy Island Snapdragon *Galvezia speciosa*

Size: 3 ft tall, 5 ft diameter

Origin: Santa Catalina Island, Santa Barbara Island, San Clemente Island, Guadalupe Island

Flowers: Ruby Red

General: Rare, evergreen, perennial shrub that is drought tolerant and grows well on rocky coastal bluffs.



Care: Fast growing and is adaptable to soil variations. Allow to grow as large as possible and bound downslope. More irrigation = more flowers.

St. Catherine's Lace *Eriogonum giganteum*

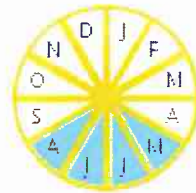
Size: 6 ft tall, 6 ft diameter

Origin: Santa Catalina Island

Flowers: White

General: Rare, native perennial shrub. It is semi-deciduous, prefers well-draining soils and is drought-tolerant.

Care: Will not perform in poorly drained soils, if water pools over plants roots, they will die. Can dead-head after blooming period if desired. Allow to grow as large as possible.



Bloom Period



Toe Slope- Container Plants

Coast Buckwheat *Eriogonum parvifolium*

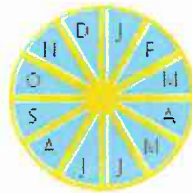
Size: 2 feet tall; 2 feet wide

Origin: California Coastal Strand

Flowers: Pinkish white

General: Evergreen shrub that prefers well drained soils on sand dunes or bluffs.

Care: It flowers year round and will perform well with irrigation. Allow to take over.



Bloom Period



Wishbone Bush *Mirabilis laevis var crassifolia*

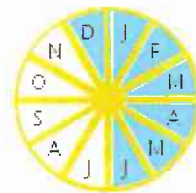
Size: 1 ft tall, 3 ft diameter

Origin: California

Flowers: Purple

General: Low profile trailing perennial which blooms in the evening and closes its flowers in the morning.

Care: It will drop its leaves and go dormant in the summer, but will come back from base in winter and spring.



Bloom Period



Silver Beachbur *Ambrosia chamissonis*

Size; 3 ft tall, 5 ft diameter

Origin: Coastal Strand

Flowers: Pale yellow

General: Perennial native that sprawls and forms mats. It is an evergreen, salt tolerant plant that helps stabilize dunes and prevent erosion caused by the wind.

Care: Irrigation will help it remain green year round and provide maximum coverage while other plants go dormant.



California Boxthorn *Lycium californicum*

Size: 5–10 ft tall, 5-10 ft diameter

Origin: coastal bluffs and coastal sage scrub of south coast and Channel Islands

Flowers: white to lavender

General: A rare evergreen shrub with a mounding growth form, preferring well-draining soils. Its thorny branches make it an excellent barrier plant to deter homeless encampment establishment on Toe Slope.

Care: Will not perform in poorly drained soils, if water pools over plants roots, they will die. Allow to spread to deter access.

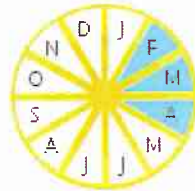


Holly leaf Cherry *Prunus illicifolia*

Size: 10-15 ft tall, 15 ft diameter

Origin: California coast

Flowers: White with edible red cherry fruits



Bloom Period



General: Tall evergreen shrub with sharp leaves that will deter encampments.

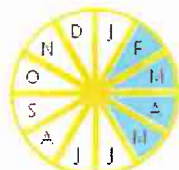
Care: After 3-4 years shrub could grow very large and provide potential coverage for homeless encampment establishment. To avoid this occurring, once shrub is over 5 ft tall trim up 2 ft from base of plant to desired shape. Can spread from seed, so remove undesired volunteers.

Lemonadeberry *Rhus integrifolia*

Size: 8-10 ft tall, 10-30 ft diameter

Origin: California coast chaparral

Flowers: Pink



Bloom Period



General: Dense evergreen shrub that grows upright and spreads. It is fire resistant and nearly indestructible once established. May require hedging after 5 years.

Care: Shrub will grow very large and provide potential coverage for homeless encampment establishment. To avoid this, trim lower branches 2 ft from base of plant when shrub reaches over 5 ft in diameter.

Catalina Island Tree Mallow *Lavatera assurgentifolia*

Size: 10 ft tall, 10 ft diameter

Origin: Santa Catalina Island coastal bluffs

Flowers: Bright magenta and white with purple stripes

General: A rare large fast growing evergreen shrub that grows upright and broadly and prefers well-draining soils. Can handle sea spray.

Care: After 3-4 years, shrub will grow very large and provide potential coverage for homeless encampment establishment. To avoid this occurring, once shrub is over 5 ft tall trim up 2 ft from base of plant to desired shape. May fall over if it gets too top heavy.



Bloom Period



Common Gumplant *Grindelia camporum*

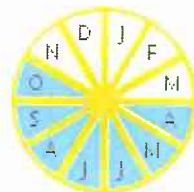
Size: 2 ft tall, 2 ft diameter

Origin: California coastal strand

Flowers: Bright yellow

General: A perennial native in the sunflower family that grows prostrate.

Care: Will remain blooming longer under irrigation. Will reseed itself in Toe Slope naturally.



Bloom Period



Laurel sumac *Malosma laurina*

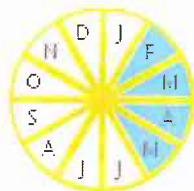
Size: 18 ft tall, 18 ft diameter

Origin: Coastal southern California

Flowers: White

General: A common, large multi-branching native shrub that is evergreen and drought tolerant.

Care: Once established, Laurel sumac may require hedging every 3-4 years. Shrub will grow very large and provide potential coverage for homeless encampment establishment. To avoid this occurring, once shrub is over 5 ft tall trim up starting 2 ft from base of plant to desired shape



Bloom Period



Toe Slope- Hydroseeded Plants

Red Sand Verbena *Abronia maritima* *

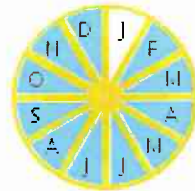
Size: 6 in tall, spreading

Origin: Coastal Strand from central to south coast, Channel Islands

Flowers: *Red*

General: Perennial rare succulent that grows in prostrate, spreading mats. Plant is stress deciduous and prefers well-draining soils

Care: Will not perform in poorly drained soils, if water pools over plants roots, they will die. Will remain evergreen under irrigation. Do not prune. Allow to intermix with other plants.



Bloom Period



Pink Sand Verbena *Abronia umbellata* *

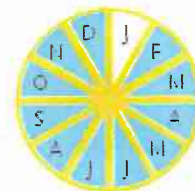
Size: 6 in tall, spreading

Origin: Coastal strand along dunes and bluffs

Flowers: *Pink*

General: Perennial rare succulent that grows in prostrate, spreading mats. Prefers well-draining soils and performs best in sandy soils.

Care: Will not perform in poorly drained soils, if water pools over plants roots, they will die. Will remain evergreen under irrigation. More delicate than red version. Do not prune. Allow to intermix with other plants.



Bloom Period



Deerweed *Acmispon glaber* *

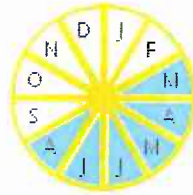
Size: 3 ft tall, 4 ft diameter

Origin: Chaparral, Coastal Sage Scrub, Coastal Strand, desert slopes, flats

Flowers: Yellow, orange, red

General: Perennial sprawling plant with thin green stems that goes dormant in summer. It is the larval and nectar food plant for many butterflies and other pollinators.

Care: Will go dormant in summer, do not remove plant from roots during summer. Will grow back from base if pruned/trimmed back during summer. Does not compete well with larger shrubs, but reseeds itself.



Bloom Period



Yarrow *Achellia millefolium* *

Size: 2 ft tall, 6 in diameter

Origin: California

Flowers: White, light pink

General: Evergreen perennial that grows upright with creeping rootstocks and fernlike leaves.

Care: Do not remove plant from roots. They will remain evergreen under irrigation. Self-pruning if irrigation levels are reduced.



Bloom Period



California Sagebrush *Artemisia californica* *

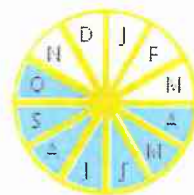
Size: 3-4 ft tall, 4 ft diameter

Origin: coastal sage scrub, chaparral

Flowers: Grey-green

General: Fragrant, evergreen shrub that is woody and grows upright.

Care: Will go dormant and look brown in summer. If desired, trim back plant only on branches that still have leaves or buds. Do not remove roots or prune older woodier parts. Will not perform in poorly drained soils, if water pools over plant roots, they will die.



Bloom Period



Beach Evening Primrose *Camissoniopsis cheiranthifolia* *

Size: 6 in tall, 10 ft diameter

Origin: Coastal strand dunes and bluffs

Flowers: Bright yellow

General: Perennial plant that grows prostrate in mats and performs excellently covering sandy bluffs.

Care: Will go dormant in summer. In the Toe Slope, allow plant to grow wild and intermix everywhere for maximum coverage.



Sea Dahlia *Leptosyne maritima* *

Size: 2 ft tall, 2 ft diameter

Origin: Coastal bluffs

Flowers: Yellow

General: Rare perennial that spreads low and loosely.

Care: Self pruning and goes dormant in summer. Never prune stems or remove from roots. Will reseed itself.



California Bush Sunflower *Encelia californica* *

Size: 3-5 ft tall, 5-7 ft diameter

Origin: coastal sage scrub, chapparal

Flowers: Yellow

General: Semi deciduous, perennial shrub that grows slender branches from the base.

Care: Will remain greener with consistent irrigation and to encourage more blooming in subsequent years. If desired deadhead in summer after blooms turn brown.



California Buckwheat *Eriogonum fasciculatum* *

Size: 2 ft tall, 4 ft diameter

Origin: coastal sage scrub, grasslands, sagebrush scrub

Flowers: White-Pink

General: Perennial, evergreen shrub that grows low and spreads. Prefers well-draining soils.

Care: Will not perform in poorly drained soils, if water pools over plant roots, they will die. If desired it can be pruned back after blooming period.



California Goldfields *Lasthenia californica* *

Size: 4-8 in tall, 2-4 in diameter

Origin: Coastal Scrub, Coastal Sage Scrub, Coastal Prairie, Northern Oak Woodland, Valley Grassland, Foothill Woodland

Flowers: Yellow

General: Annual wildflower with flower heads at the end of each slender branch.

Care: With consistent irrigation these wildflowers will form carpets of bright yellow blooms. Will reseed themselves in Toe Slope after blooming and if desired can be removed completely after turning brown, but will self prune.



California Poppy *Eschscholzia californica maritima* *

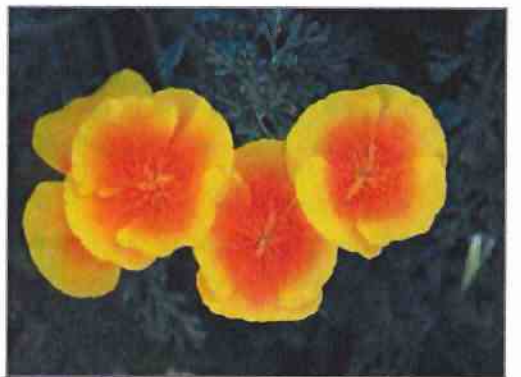
Size: 1-2 ft tall, 1 ft diameter

Origin: Forests, foothills, coastal prairies

Flowers: Yellow and Orange

General: Annual wildflower that grows low and spreads.

Care: Plant will reduce to leafy rosettes in winter. Remove if desired after seeds have spread. Will reseed itself in Toe Slope and will bloom for extended periods under consistent irrigation.



Arroyo Lupine *Lupinus succulentus* *

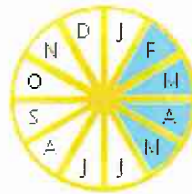
Size: 2 ft tall, 1 ft diameter

Origin: California Floristic Province

Flowers: Purple

General: Annual wildflower that grows upright and outcompetes weeds while fixing nitrogen in soils.

Care: Seeds, leaves and stems are toxic to ingest, caution should be taken when pulling out plants. If desired it can be removed completely once seeds have dehisced (seed pods look curled).



Bloom Period



Seaside Heliotrope *Heliotropium curassavicum* *

Size: 6 in tall, 2-4 ft diameter

Origin: Wetland-riparian, grasslands, woodlands, chaparral

Flowers: Purple-white

General: Low growing semi-deciduous perennial that is evergreen and spreads over dry and salty soils. Prefers well-draining soils.

Care: Will prune itself and resprout from base. Do not remove plant by roots. Will not perform in poorly drained soils, if water pools over plant roots, they will die.



Bloom Period



Sticky Monkeyflower *Mimulus aurantiacus* *

Size: 2-3 ft tall, 3 ft diameter

Origin: Coastal scrub, coastal sage scrub, woodlands, chaparral, foothills, forests

Flowers: Orange

General: Perennial shrub that grows upright and is semi-deciduous.

Care: Will have a dormancy period and can be pruned to the base during this time to promote more blooming in next season. Do not remove plant from roots.



Bloom Period



* **Plants were installed by hydroseeding**







Non-native Plant Control

Non-native plants are species that evolved elsewhere and, typically have been introduced to a region by human actions. Non-native plants have the potential to become invasive, a designation assigned when a particular non-native species dominates an area and is detrimental to the function of the native habitat. Non-native plant control will be a consistent issue for the Toe Slope areas of Bluff Park Bluffs. Highlighted below are a number of the most common non-natives seen in the Toe Slope Planter that pose a greater threat of crowding out native plants in all planters according to the Invasive Plant Council's rating of invasiveness (Figure 10).


Bluff Park Bluffs Common Non-natives Database

	<p>Species Name <i>Avena barbata</i></p> <p>Common Name Wild Oat</p>	<p>Type Annual Herb</p> <p>Flowering Season March - June</p>	<p>Invasiveness Rating Moderate</p> <p>Control Techniques Herbicide Treatment</p>	<p>Notes Wind borne seeds, remove before seed heads form</p>
	<p>Species Name <i>Carpobrotus edulis</i></p> <p>Common Name Ice Plant</p>	<p>Type Perennial Herb</p> <p>Flowering Season February - October</p>	<p>Invasiveness Rating High</p> <p>Control Techniques Manual removal</p>	<p>Notes Succulent controlled if diligently removed</p>
	<p>Species Name <i>Chenopodium album</i></p> <p>Common Name Lamb's Quarters</p>	<p>Type Annual Herb</p> <p>Flowering Season June - October</p>	<p>Invasiveness Rating None</p> <p>Control Techniques Manual Removal</p>	<p>Notes Very common weed needs removal before fruiting</p>
	<p>Species Name <i>Cynodon dactylon</i></p> <p>Common Name Bermuda Grass</p>	<p>Type Perennial Herb</p> <p>Flowering Season April - May</p>	<p>Invasiveness Rating Moderate</p> <p>Control Techniques Herbicide Treatment</p>	<p>Notes</p>
	<p>Species Name <i>Erodium cicutarium</i></p> <p>Common Name Stork's Bill</p>	<p>Type Annual herb</p> <p>Flowering Season February - June</p>	<p>Invasiveness Rating Limited</p> <p>Control Techniques Herbicide Treatment</p>	<p>Notes Can be removed manually as well</p>
	<p>Species Name <i>Hordeum murinum</i></p> <p>Common Name False Barley</p>	<p>Type Perennial Herb</p> <p>Flowering Season May - July</p>	<p>Invasiveness Rating None</p> <p>Control Techniques Herbicide Treatment</p>	<p>Notes Can remove manually before seed heads form</p>

Bluff Park Bluffs Common Non-natives Database

	<p>Species Name <i>Malva parviflora</i></p> <p>Common Name Cheeseweed</p>	<p>Type Annual Herb</p> <p>Flowering Season March - October</p>	<p>Invasiveness Rating None</p> <p>Control Techniques Manual Removal</p>	<p>Notes Very common weed. Removed before going to fruit</p>
	<p>Species Name <i>Mesembryanthemum crystallinum</i></p> <p>Common Name Crystalline Ice Plant</p>	<p>Type Annual Herb</p> <p>Flowering Season March - October</p>	<p>Invasiveness Rating Moderate</p> <p>Control Techniques Manual Removal</p>	<p>Notes Succulent that is controlled if diligently removed</p>
	<p>Species Name <i>Nicotiana glauca</i></p> <p>Common Name Tree Tobacco</p>	<p>Type Shrub</p> <p>Flowering Season March - September</p>	<p>Invasiveness Rating Moderate</p> <p>Control Techniques Manual Removal</p>	<p>Notes</p>
	<p>Species Name <i>Polypogon monspeliensis</i></p> <p>Common Name Rabbit's Foot Grass</p>	<p>Type Annual Herb</p> <p>Flowering Season May - June</p>	<p>Invasiveness Rating Limited</p> <p>Control Techniques Herbicide Treatment</p>	<p>Notes Common grass with wind-borne seeds</p>
	<p>Species Name <i>Salsola tragus</i></p> <p>Common Name Russian Thistle</p>	<p>Type Annual Herb</p> <p>Flowering Season July-October</p>	<p>Invasiveness Rating Limited</p> <p>Control Techniques Herbicide Treatment</p>	<p>Notes Best controlled with herbicide, can manually controlled</p>
	<p>Species Name <i>Sisymbrium irio</i></p> <p>Common Name London Rocket</p>	<p>Type Annual Herb</p> <p>Flowering Season January - April</p>	<p>Invasiveness Rating Moderate</p> <p>Control Techniques Manual removal</p>	<p>Notes Remove before flowering or seed heads mature</p>

Bluff Park Bluffs Common Non-natives Database

	Species Name <i>Washingtonia robusta</i>	Type Tree	Invasiveness Rating Moderate	Notes Spreading from landscaped palm trees
Common Name Mexican Fan Palm	Flowering Season April - June	Control Techniques Manual removal		

*all plant species names were derived from Jepson Manual Second Edition

*all invasiveness ratings were derived from California Invasive Plant Council Inventory Database

Non-native plant removal techniques

Since non-native plant control will likely be the most significant maintenance task, several techniques may be employed to control non-native plant populations, while others may be inappropriate given the setting.

Mulching

A thick layer of mulch may deter the germination of non-native seeds contained in underlying sediment; the unconsolidated nature of mulch also facilitates the easy removal of non-native seedlings that settle into the mulch after its application. Mulch can be purchased or donated from local tree services or the City of Long Beach's Office of Sustainability Mulch Program. For this project we advise purchasing clean bark mulch to avoid the introduction of additional weed species and to ensure a consistent look. For lower decomposition rates and to extend the time necessary between reapplications, mulch should be woody – not leafy or grassy. Tools useful for mulching are pitchforks, rock rakes and leaf rakes. Care must be taken not to impact already existing vegetation when new mulch is being applied. The best time to apply mulch is during the summer as it will help retain soil moisture and newly germinated seedlings will not be disturbed.

Mulch is appropriate for application in the Ocean Blvd Planter and the Planter Pockets, however, it should not be applied in the Toe Slope Planter since that area has been treated with a native hydroseed and the sandy soil conditions are not conducive to mulching.

Hand weeding

Hand weeding refers to the removal of non-native plants either manually or with the use of a non-motorized tool such as a hoe or small hand tools. In areas with minimal weeding requirement, hand tools are good options. When weeding a large or densely packed non-native patch action hoeing is a fast and effective means of clearing large areas.

The Toe Slope should always be inspected for small or recently germinating native plants before using an action hoe. Hand weeding, using discretion as to what is being pulled is the most appropriate method for removing non-natives from the Toe Slope, Planter Pockets and Ocean Boulevard Planter. Action hoes are not appropriate tools to remove weeds with from any of the Planters.

Herbicide Application

This project area is located within the coastal zone. Therefore any pesticide application should be approved by Coastal Commission and, as is always the case, must be performed by a professional possessing a Qualified Applicator's License who will report the application to proper regulating agencies. Herbicide application should be avoided for this project and only used in the instance where a widespread weed infestation has occurred and swift control is necessary to protect existing native vegetation. In some instances an invasive weed species (e.g. Bermuda grass) may only be controllable with herbicide use.

Any herbicide application at this site should be done only in the Toe Slopes or south of the Toe Slope in the sand during low usage times so as not to alarm the public. Herbicide application is excellent for weeds however this area is providing significant habitat for pollinators.

Pollinators Note: There are two federally endangered butterflies; the **Palos Verdes blue butterfly** (*Glaucopsyche lygdamus palosverdesensis*) and the **El Segundo blue butterfly** (*Euphilotes battoides*) that have never been identified at this location in historical record. There are no indications they are here, but they could possibly be found in this type of habitat. Palos Verdes blue butterflies nectar on **Deerweed** (*Acmispon glaber*) exclusively. El Segundo blue butterflies nectar on **Coast Buckwheat** (*Eriogonum parvifolium*).

We have documentation of a common west coast butterfly, the **Western pygmy blue butterfly** (*Brephidium exilis*) at this location.



Palos Verdes blue



El Segundo blue



Western pygmy blue

Figure 11. Potential for pollinators on site

Weed whacking

Weed whacking is a quick method of weed removal, but this method lacks precision and is not applicable in areas where weeds are mixed in with native plants. Weed whacking should only be performed in areas that are covered exclusively by non-native species and there is now chance of disturbing already established landscape. Many of the native plants species will not rebound from being weed whacked.

The only areas where this method should be used are in 1) in the sand on the ocean-side of the Toe Slope sea wall where non-native infestations have been noted, 2) along the edges of the shotcrete where landscaping from outside the project area may be invading and 3) along the Bluff Park lawns to ensure no weeds are flowering, fruiting or seeding in turf areas and spreading to into the native landscape. To prevent re-infestation, plants that bear mature or nearly-mature seeds should never be weed whacked, and instead hand weeding should be employed.. Non-metal blades should be used for any weed whacking to prevent sparks that may ignite a fire.

Solarization

This method involves covering weed infestations with a thick black plastic sheeting for several weeks. This plastic barrier will trap heat and moisture and the sun will “cook” seeds and roots of non-native plants. *This method should not be applied anywhere in this project since it is very unattractive when being employed and will impact any established native plant landscaping that gets covered.*

Controlled Burns

This technique is not appropriate or safe for use anywhere or for any reason within this project site.

Irrigation Facilities

Just like any irrigation system there are a variety of potential malfunctions and maintenance needs. The maintenance contractor should perform cover tests at least once per month to ensure the entire system is operating properly. Any malfunctions should be addressed immediately per the projects original specification and design provided by RJM Design Group in the Ocean Boulevard Erosion and Enhancement Project, Phase 2, Irrigation Details specifications. The main irrigation controller is adjacent to the Paloma statue in the Bluff Park lawn. Currently the controller is accessed with a code and access can be changed by the City as desired.

Seasonal Watering Schedule

Winter	November 1 st – January 31 st	Every other day, two times a day: 10 minutes at 5 am and 10 minutes at 10 pm
Spring	February 1 st – April 30 th	Every other day for 15 minutes at 10 pm
Summer	May 1 st – October 31 st	Every other day, two times a day: 10 minutes at 5 am and 10 minutes at 10 pm

Irrigation emitters for the Ocean Blvd Planter are drip emitters (Figure 12). Planter Pockets are also drip emitters (Figure 13) and Toe Slopes have 180 degree sprinkler heads at the top edge and base of Toe Slopes.

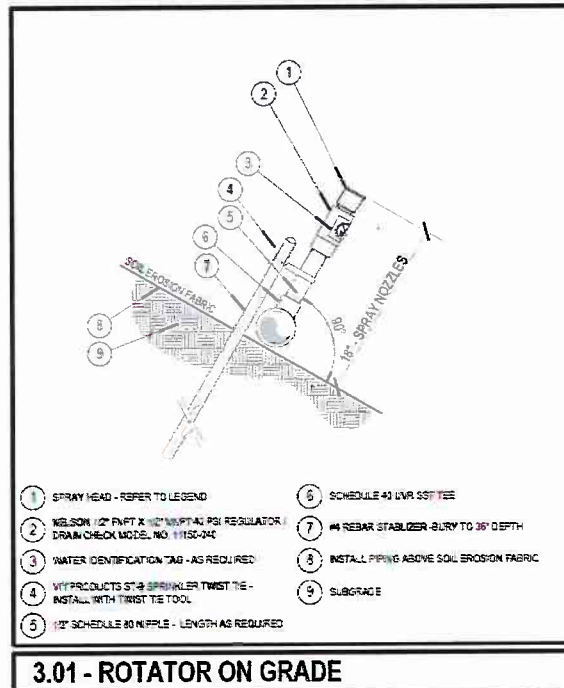


Figure 12. Irrigation drip emitters

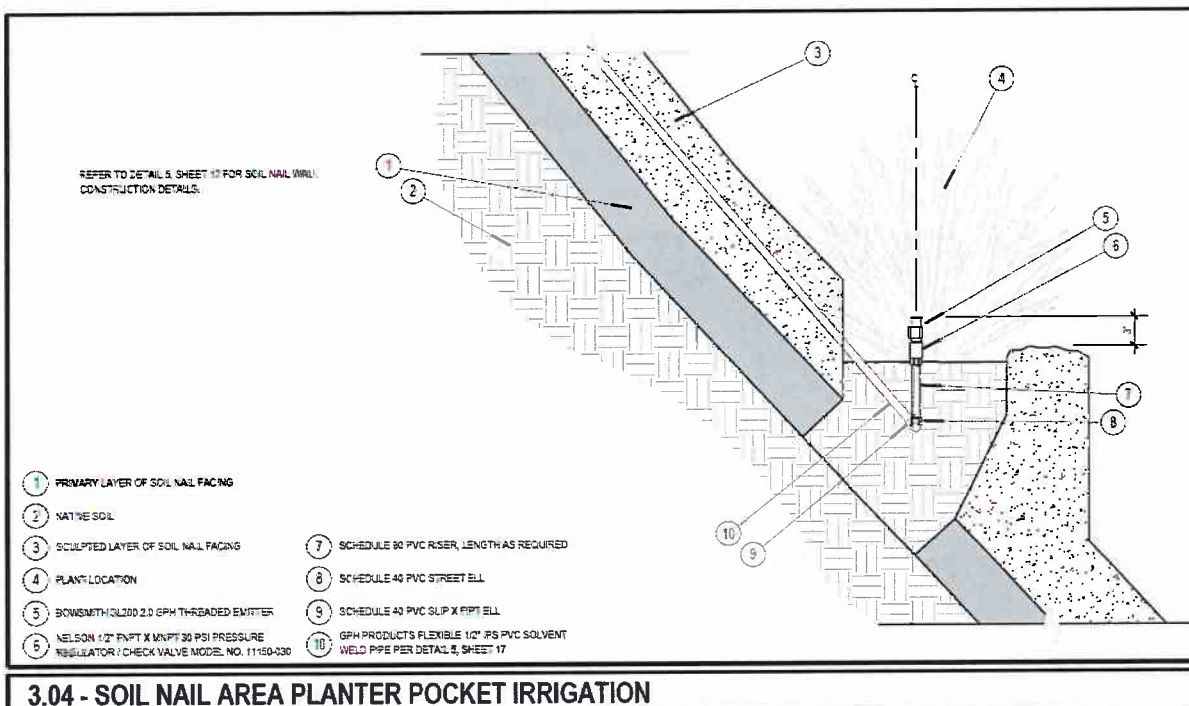


Figure 13. Planter Pockets irrigation drip emitters

Other Management Considerations

Erosion – The bluff façade is nearly vertical and the movement of water behind the shotcrete as well as the runoff generated during storms can cause erosion issues to the Toe Slope Planter beneath the shotcrete. The force of gravity and the steep inclination from the top to the bottom of the bluff façade can cause soil displacement trenches and soil seepage into the beach sand. This issue will likely remedy itself as the native plants in the Toe Slopes establish themselves and fulfill their role as soil stabilizers and erosion controllers.

Public Use

Bluff Park, its stair cases and the beach paths are popular year-round recreational facilities. The bluffs stand between people accessing the beach from the park. Since their development in 1882, people have traversed down the bluffs to pursue opportunities for relaxation and recreation along Long Beach’s shoreline. Due to this consistent use, there are a number of issues that could arise related to public access and recommendations are provided to remedy potential issues.

- **Planter proximity-** The sidewalk adjacent to the Ocean Blvd Planter is in the closest proximity to park users. People could climb over and under railings to take photos or look down bluff faces. The density of native plants present in planter should discourage these activities. The stair cases along Ocean Boulevard are in close proximity to the Ocean Boulevard planters and issues related to Bluff Park users climbing over stairwell railings and into planters exists. The Toe slope is in close proximity to the beach and can be exposed to beach users trampling and climbing in the Planter. To address this, plant palette choices and the native plant growth patterns will naturally deter people from desiring to trample or climb on the Toe Slope.



Figure 14. People recreating along or near the bluffs

- **Recreation-** Recreational activities are occurring everywhere. Everyone uses the areas around this project site for leisure, exercise, photography, etc. and the Planters were designed specifically to not affect any recreational activity occurring anywhere around the project site at the top of the bluffs and along the shores.

Homeless Encampments - To deter people from making encampments at the base of the Toe Slope, *Lycium californicum*, a large, sharp and spiky native shrub was planted strategically throughout the Toe Slope. This plant needs to be maintained properly to help deter this unwanted use. Larger shrubs were planted against the shotcrete wall instead of at the front of Toe Slope to discourage encampment building under the larger shrubs. Trash issues are present in the Toe Slope Planter and it is recommended that one time per month, an inspection for homeless encampments accompanied by trash cleanups should occur.

Neighbors and Viewsheds- In the Ocean Blvd Planter there is not a potential for the view of the ocean to be blocked, as all plants in the native plant palette have lateral profiles and will not grow tall to block ocean views. This site is at the forefront of everyone's views from Ocean Blvd looking seaward and from cruise ships on the ocean looking toward the City. The Planters were designed to look like a natural bluff from up close and from a distance.



Figure 15. Ocean view from Ocean Blvd Planter

Fire – The plants are mostly evergreen and succulent. With proper weed control the site should be resistant to fire without much maintenance done to the native plants themselves. The most critical time to consider fire is around the 4th of July holiday when the beaches are heavily used and illegal fireworks are popular. Ensuring that people do not smoke in the landscape is important as well. *Avoid wholesale weedwhacking just for fire control. Properly prune certain natives like Encilia californica for best effects.*

Community Involvement - Issues with non-native weeds, trash and encampments will arise as this is one of the most highly frequented recreational sites in the city of Long Beach. To accomplish tasks necessary to ensure Bluff Park Bluffs remain beautiful, we recommend the City involve the community to support the needed maintenance of Bluff Park Planters with trash clean ups, non-native weed removals from Toe Slopes and seed collection events. The City has potential partners with community groups. Tangible projects like this where the community could lend a hand in maintaining the sites, would help get community stakeholders behind these projects and future phases of the project. It could create a legacy program where the community ultimately maintains the bluffs in perpetuity.

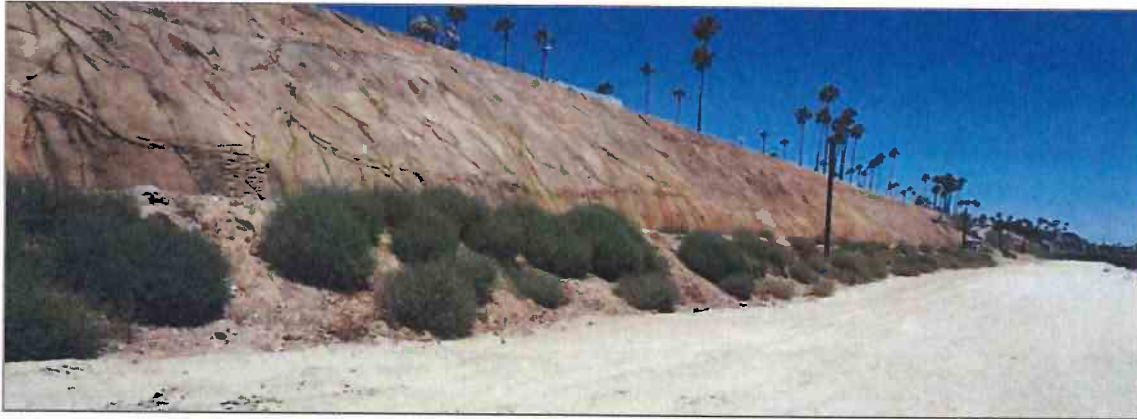


Figure 16. Toe Slope before native vegetation installed



Figure 17. Toe Slope after native vegetation installed

EXHIBIT “A-2”

Scope of Work



Narrative/Technical Proposal in
Response to
Service Contract RFP No. PR16-023
City of Long Beach
2015

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

Section 7.0 — Project Specifications

The Los Cerritos Wetlands Stewards takes an adaptive management approach to any task. Controlling non-point-source pollution is not a problem solved simply. The Stewards approach 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. Over a period of many years, we have helped the City to nurture these vital habitats, build awareness of watershed issues, and consulted 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. We 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.

The Los Cerritos Wetlands Stewards will conduct the operation as it is outlined in the RFP. Those we work with at the City have learned 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. We are available and responsive in any instance and dependable to the core. Stewardship of sensitive habitat is at the heart of our mission as a non-profit, public benefit corporation.

Los Cerritos Wetlands Stewards, both as an organization and in the experience of the principal contact, Leonard Arkininstall, has a comprehensive understanding of the project that can be illustrated in the site-specific scope of work detailed herein.

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

Section 4.7 — Equipment Needed

This part of the RFP requests:

- 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.

In response, Table 1 lists the basic equipment/personnel we use to complete each task specified in the RFP. Additional discussions of how equipment is used in various situations are provided in subsequent sections of this proposal.

Table 1. Equipment & Services

Task	Equipment Needed	Description/Status
Section 7.1 – General Operations		
7.1.1 Inspect all areas daily and maintain each area in a neat, clean, and safe condition.	See specific tasks below.	N.A.
7.1.2 Remove and dispose of all trash, dispose offsite. Wipe down trashcans and replace liners.	Trash bags, stake-bed truck or pickup, rags, disposable gloves.	N.A.
7.1.3 Keep areas clean and free of weeds, sand, silt and glass.	Brooms, shovels, trash bags, weed-whackers, weed-wrenches, power-spray equipment, power blowers, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations.
7.1.4 Maintain and repair all decomposed granite paths and walkways.	Shovels, rakes, roller.	
7.1.5 Lake maintenance.	See specific tasks below.	
7.1.6, 7.1.7 Tree maintenance.	See specific tasks below.	
7.1.8 Perform bird counts/surveys.	Qualified biologist with binoculars.	It is expected that Robert Hamilton of Hamilton Biological, Inc., or another qualified professional field biologist, will complete all bird counts/surveys.
7.1.9 Keep all concrete drains and other surface drains under the sidewalk free of vegetation, debris, and algae.	See specific tasks below.	

Task	Equipment Needed	Description/Status
7.1.10 Clean drainage facilities of all vegetation. Test all grates for security and refasten them, as necessary.	See specific tasks below.	
7.1.11 Use mulch free of palm and pine.	N.A.	N.A.
7.1.12 Work with and/or provide interpretive education and guidance to volunteer groups. Obtain signatures on waivers of liability. Produce monthly report of volunteer activities. Send an email copy of this report to appropriate City staff monthly.	City PRM Waivers, computer with email.	
7.1.13 Conduct all pruning and maintenance of native plants pursuant to <i>Care and Maintenance of Southern California Native Plant Gardens</i> .	<i>Care and Maintenance of Southern California Native Plant Gardens</i>	LCWS owns a copy of this required reference manual.
7.1.14 Comply the noise provisions of the city code.	N.A.	N.A.
7.1.15 Comply the Department's Homeless Encampment Protocols.	N.A.	N.A.
7.1.16 Submit a Monthly report of all activities in addition to monthly billing.	N.A.	N.A.
7.1.17 Adhere to area-specific maintenance requirements listed in Sections 7.2 through 7.10 of the RFP and this proposal.	N.A.	N.A.
Section 7.2 – Golden Shore Reserve		
7.2.1 Site requires additional inspections and monitoring before, during and after rains and/or storms.	Custom-designed crane, commercial grade trash bags (2-cubic-yard bags), pitchforks, small work skiff, dip nets.	Large volumes of debris collect in the reserve, but there is no road access, so all debris must be hauled out using a crane. Dip-netting conducted at high tide cleanup events using a skiff and dip nets.

Task	Equipment Needed	Description/Status
7.2.2 Assure proper functioning of the debris control boom at the mouth of the site and be responsible for its maintenance.	Specialized custom boat, scrapers, large wrenches, power drill, spare parts, power-spray equipment, ropes	Custom-built boat with customized A-frame that provides ability to pull boom out of water for service; boat must be equipped with tool bar to haul boom out of water for cleaning and repair.
7.2.3 Engage in active vegetation control.	Shovels, rakes, trash bags, weed-whackers, weed-wrenches, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations.
7.2.4 Conduct general cursory monitoring of topography, inter-tidal invertebrates, bird populations, and general condition of the site.	Qualified biologist with binoculars.	It is expected that Robert Hamilton of Hamilton Biological, Inc., or another qualified professional field biologist, will complete all bird counts/surveys.
7.2.5 Provide interpretive education and guidance to volunteer groups; coordinate and facilitate volunteer efforts.	City PRM Waivers, brochures, books, tables, chairs, awning.	
7.2.6 Work in conjunction with City and Los Angeles County staff and volunteers in support of the annual 'The Great Los Angeles River Cleanup' event.	N.A.	N.A.
Section 7.3 – Jack Dunster Reserve		
7.3.1 Engage in active vegetation control.	Loppers, hand clippers, two types of edgers (regular and pole-mounted), shovels, rakes, chipper, trash bags, weed-whackers, weed-wrenches, herbicide spray equipment, licensed herbicide applicator.	Pole-mounted edger allows vegetation to grow down sides of walls. Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations.
7.3.2 Perform weekly raking of decomposed granite trails and any needed repairs to them.	Rake.	
7.3.3 Clean/power wash the educational docks a minimum of four (4) times per year.	Power washer.	

Task	Equipment Needed	Description/Status
7.3.4 Perform basic irrigation repairs, troubleshooting, and maintain the system operational at all times, including controller operation in compliance with any applicable Municipal or State Water Agencies' mandates for water conservation.	Irrigation equipment, spare parts, special tools to install irrigation equipment, shovels, staff trained in irrigation repair and adjustments.	
7.3.5 Irrigate plants at a rate that closely matches the actual demand of plant material with little or no runoff.	Hoses for hand-watering with quick-couplers, shut-offs at end of hoses.	Hand-watering needed to efficiently supplement irrigation without waste; shut-offs needed to prevent any runoff of excess hose water.
7.3.6 Monitor and control aquatic vegetation to maintain outflow and assist with mosquito abatement.	N.A.	
7.3.7 Bio-waste may be kept on site.	Chipper.	Used to chip small branches on site.
7.3.8 Replace all supplemental mulch on a periodic basis. Provide and maintain a three (3) inch thick layer of supplement mulch.	Carts, rakes, pitchforks.	Up to ten carts available for large loads of mulch involving large volunteer crews.
7.3.9 Identify and manage all exotic weeds and undesirable plants so the area is weed-free at all times. Hand removal of weeds around the immediate natives will be required within a 12-inch radius.	Gloves, trowels, shovels, carts, trash bags.	
7.3.10 Pruning.	Loppers, hand clippers, two types of edgers (regular and pole-mounted), rakes, chipper, trash bags.	Pole-mounted edger allows vegetation to grow down sides of walls.
7.3.11 Provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts.	City PRM Waivers, brochures, books, tables, chairs, awning.	
Section 7.4 – Colorado Lagoon		

Task	Equipment Needed	Description/Status
7.4.1 Conduct additional inspections and monitoring before, during, and after rain and/or storm events. Monitor trash traps before and after rain events to ensure sufficient capacity during the event, and that trash overflow is addressed quickly. Ensure the low flow diversion system is functioning properly and report to the City's Public Works Storm Water Division if the rain gauge does not reset and if other components of the low flow diversion system are not functioning properly.	Ladder, shovel, broom.	
7.4.2 Manually remove accumulated trash within the trash capture devices, as needed. Monitor and inspect the condition of the trash capture nets and determine their need for replacement. Weigh trash prior to its removal and keep a log of when the trash traps were emptied and how much trash was removed. Dispose of old nets and trash at an appropriate disposal facility.	Custom-designed crane with scale, stake-bed truck, chest waders, safety harness, ladder, gloves, rubber boots, masks, eye protection, brooms, wash-down hose, traffic cones, street signage, yellow tape.	The crane has been custom-designed to allow operation underneath powerlines. It is illegal to operate a standard crane underneath and around powerlines.
7.4.3 Maintain the interior of existing trash vaults/cages clean and free of trash and debris. Remove debris on the hinged screen located above the nets.	Scrapers, brooms, chest waders, protective overalls, eye protection, rubber boots, flashlight.	
7.4.4 Clear accumulated trash racks on both sides of the existing culvert on a regular basis.	Work boat, scrapers, chest waders.	Boat is needed to complete this job safely.
7.4.5 Provide general trash removal around the lagoon.	Pickers, trash bags, rakes, shovels, dip nets.	
7.4.6 Clean and scrape marine foul from tide flap gates to ensure appropriate functioning.	Come-along winch, scraper, sponge, chest waders, and work boat.	
7.4.7 Maintain trail markers and repair as necessary.	Hammer, stakes, line.	
7.4.8.1 Monitor the irrigation and watering frequency to ensure plant establishment success.	Irrigation equipment, spare parts, special tools to install irrigation equipment, shovels, staff trained in irrigation repair and adjustments.	
7.4.8.2 Replace dead or unhealthy plants; remove undesirable plants and weeds; respond to inquiries.	Gloves, trowels, shovels, carts, trash bags.	

Task	Equipment Needed	Description/Status
7.4.8.3 Document site observations and maintenance issues monthly.	N.A.	
7.4.9 Identify exotic weeds and non-desirable plants.	All staff is highly trained and qualified to identify native and non-native plants and wildlife.	
7.4.10 Perform quarterly bird counts.	Qualified biologist with binoculars.	It is expected that Robert Hamilton of Hamilton Biological, Inc., or another qualified professional field biologist, will complete all bird counts/surveys.
7.4.11 Monitor water quality for algae blooms and aquatic vegetation.	Water-quality test kit.	
7.4.12 Provide interpretive education and guidance to volunteer group; coordinate and facilitate volunteer efforts.	City PRM Waivers, brochures, books, tables, chairs, awning.	
Section 7.5 – Rainbow Lagoon		
7.5.1 Monitor water quality for algae blooms and aquatic vegetation and remove unwanted aquatic plants, algae and mussels.	Scuba gear and certified divers, water-testing kit, temperature gauge, dip nets, specialized pitchfork, specialized aquatic weed-pulling rakes, trash bags, custom-made booms with drag-lines.	Booms have drag-lines 2-3 feet below surface to snag the masses of algae. Rakes are modified to allow algae to be pulled up by roots.
7.5.2 Report any significant change in existing conditions/equipment to City staff immediately.	N.A.	
7.5.3 Empty skimmers twice daily based on seasonal algae blooms.	Golf cart, dip net, trash can.	Golf cart is needed to carry the trash can and efficiently travel approximately ¾ mile to reach the four skimmers.
7.5.4 Assist Department staff with monthly inspection of tide gates, pumps and wire structures.	Scuba gear and certified divers, wrenches, screwdrivers.	
Section 7.6 – Rainbow Harbor		
7.6.1 Conduct additional inspections and monitoring before, during and after rains and/or storms.	Golf cart.	
7.6.2 Remove debris from the riprap, sea wall, and jetty.	Rakes, pickers, trash bags, gloves.	

Task	Equipment Needed	Description/Status
7.6.3 Provide maintenance for the five trash skimmers in Rainbow Harbor, including-pressure washing floor grid and intakes; inspecting pump and anode wear; cleaning marine growth inside and outside of units; replacing anodes. If any of the motors within the marina skimmers require replacement, inform the Department and provide a time-and-materials work order with the not-to-exceed fee for the procurement and replacement of the motor.	Crane, boat, scuba gear, certified divers, specialized grate-removing tool, scrapers, pressure washer, electrical meter, hand tools, dip net.	Staff must have working electrical knowledge and complete understanding of pump system.
Section 7.7 – Sims Pond		
7.7.1 Provide additional inspections and monitoring before, during and after rains and/or storms; includes monitoring of water levels, culverts, and perimeter.	N.A.	
7.7.2 Monitor and control aquatic vegetation to maintain outflow and assist with mosquito abatement.	Boat, winch, scythes, shovels, chest waders, bee suits, staff trained in mosquito identification.	
7.7.3 Identify exotic weeds and non-desirable plants.	All staff is highly trained and qualified to identify native and non-native plants and wildlife.	
7.7.4 Remove invasive plants and supply and replant desirable species as necessary.	Native plant nursery to provide replacement plants, augurs, shovels, hoses, trash bags, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations.
7.7.5 Replace all supplemental mulch on a periodic basis. Provide and maintain a three (3) inch thick layer of supplement mulch.	Carts, rakes, pitchforks, brooms, shovels.	Up to ten carts available for large loads of mulch involving large volunteer crews.
7.7.6 Work to minimize and control propagation of mosquitoes.	Boat, machetes, weed-whackers, winches.	
7.7.7 Provide as-needed tree trimming of trees up to 4 inches in diameter.	Chain saws, pull saws, winches, ropes, chipper, protective gear, safety officer.	
7.7.8 Perform quarterly bird counts and report the results to the Department.	Qualified biologist with binoculars.	It is expected that Robert Hamilton of Hamilton Biological, Inc., or another qualified professional field biologist, will complete all bird counts/surveys.

Task	Equipment Needed	Description/Status
7.7.11 Conduct all pruning and maintenance of native plants pursuant to <i>Care and Maintenance of Southern California Native Plant Gardens</i> .	<i>Care and Maintenance of Southern California Native Plant Gardens</i>	LCWS owns a copy of this required reference manual.
Section 7.8 – PEROW Greenbelt		
7.8.1 Maintain vegetation in an esthetically pleasing and environmentally sound manner for native species.	Stake-bed truck, 4-wheel off-road utility vehicle, chain saws, pull saws, loppers, hand clippers, edgers, shovels, rakes, chipper, trash bags, weed-whackers, weed-wrenches, brush-cutter, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations.
7.8.2 Maintain vegetation for proper fire control.	Stake-bed truck, 4-wheel off-road utility vehicle, chain saws, pull saws, loppers, hand clippers, edgers, shovels, rakes, chipper, trash bags, weed-whackers, weed-wrenches, brush-cutter, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations.
7.8.3 Trim foliage as needed to discourage homeless encampments and reduce the attractiveness of the area to the transient population.	Stake-bed truck, 4-wheel off-road utility vehicle, chain saws, pull saws, loppers, hand clippers, edgers, shovels, rakes, chipper, trash bags, weed-whackers, weed-wrenches, brush-cutter, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations.
7.8.4 Perform quarterly shrub pruning and quarterly weed abatement.	Stake-bed truck, 4-wheel off-road utility vehicle, chain saws, pull saws, loppers, hand clippers, edgers, shovels, rakes, chipper, trash bags, weed-whackers, weed-wrenches, brush-cutter, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations.
7.8.5 Replace all supplemental mulch on a periodic basis. Provide and maintain a three (3) inch thick layer of supplement mulch.	Tractor, carts, rakes, weed-wrenches, pitchforks, brooms, shovels.	Up to ten carts available for large loads of mulch involving large volunteer crews.
7.8.6 Identify exotic weeds and non-desirable plants.	All staff is highly trained and qualified to identify native and non-native plants and wildlife.	
7.8.7 Identify and remove exotic weeds and non-desirable plants by manual methods.	See above.	

Task	Equipment Needed	Description/Status
7.8.8 Cooperate closely with other agencies such as the Long Beach Fire Department, California Department of Fish and Wildlife and local homeowner associations.	N.A.	
7.8.9 Conduct all pruning and maintenance of native plants pursuant to <i>Care and Maintenance of Southern California Native Plant Gardens</i> .	<i>Care and Maintenance of Southern California Native Plant Gardens</i>	LCWS owns a copy of this required reference manual.
Section 7.9 – Marine Stadium		
7.9.1 Maintain the riprap surrounding the Marine Stadium and the culverts free from litter and debris.	Commercial diesel vacuum, 4-wheel-drive off-road utility vehicle, brooms, shovels, rakes, power blower, trash bags.	
7.9.2 Perform quarterly weed abatement at minimum, or on an as-needed basis.	Rakes, trash bags, weed-whackers, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations.
Section 7.10 – Bluff Park Slope		
7.10.1 Maintain vegetation in an aesthetically pleasing and environmentally sound manner for native species on a bi-monthly basis.	Stake-bed truck, 4-wheel off-road utility vehicle, off-road crew vehicle, specialized climbing gear, crew certified for climbing, chain saws, pull saws, loppers, hand clippers, edgers, shovels, rakes, chipper, trash bags, weed-whackers, weed-wrenches, brush-cutter, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations. Site maintenance will require crew members with specialized climbing instruction and certification.
7.10.2 Identify exotic weeds and non-desirable plants.	All staff is highly trained and qualified to identify native and non-native plants and wildlife.	
7.10.3 Remove invasive and other non-desirable plants and supplying and replanting desirable species, as necessary.	Stake-bed truck, 4-wheel off-road utility vehicle, off-road crew vehicle, specialized climbing gear, crew certified for climbing, chain saws, pull saws, loppers, hand clippers, edgers, shovels, rakes, chipper, trash bags, weed-whackers, weed-wrenches, brush-cutter, herbicide spray equipment, licensed herbicide applicator.	Per amendments to the RFP, the selected contractor must be qualified to spray herbicides in wetland and upland situations. Site maintenance will require crew members with specialized climbing instruction and certification.

Task	Equipment Needed	Description/Status
7.10.4 Maintain irrigation systems.	Irrigation equipment, spare parts, special tools to install irrigation equipment, shovels, staff trained in irrigation repair and adjustments.	
7.10.5 Remove all unwanted debris left behind.	Stake-bed truck, 4-wheel off-road utility vehicle with trailer, off-road crew vehicle.	

Section 7.1 — General Operations Actions Proposed

Los Cerritos Wetlands Stewards (LCWS) propose to conduct all general operations in the following manner, as prescribed in the RFP.

- 7.1.1** LCWS shall inspect all areas daily and maintain each area in a neat, clean, and safe condition at all times.
- 7.1.2** Within all areas, including inter-tidal zone and water, LCWS shall daily remove and dispose of 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 shall be wiped down, disinfected, and liners replaced daily. (This work shall be conducted at LCWS's expense.)
- 7.1.3** LCWS shall keep all sidewalk, decomposed granite walkway, AC walks, etc. abutting maintained areas clean and free of weeds, sand, silt and glass.
- 7.1.4** LCWS shall maintain and repair all decomposed granite paths and walkways, as needed.
- 7.1.5** LCWS shall perform Lake maintenance pursuant to the Department's Park and Golf Course Lake and Pond Management Policy No. 3.12 (Exhibit 1).
- 7.1.6** LCWS shall perform tree maintenance pursuant and/or consistent with the Department's Park and Golf Course Tree Trimming Policy No. 3.13 (Exhibit 2).
- 7.1.7** LCWS shall perform tree maintenance pursuant to California Coastal Commission Development Permit No. 5-08-187 (Exhibit 3) authorizing tree trimming and removal in the Coastal Zone.
- 7.1.8** LCWS shall perform bird counts/surveys on a recurring basis, or as requested by the Department. The purpose of this is to protect nesting birds within the maintenance areas. Vegetation and tree removal shall be restricted to outside the likely active nesting season (January 1–September 1) for those bird species present. If maintenance needed during the breeding season listed above, LCWS shall conduct surveys for nesting birds at least 15 days prior to any tree or vegetation removal. Should an occupied nest be detected, LCWS shall consult with the City to determine an appropriate means for reducing impacts and to establish a buffer between the nest and the required maintenance work.
- 7.1.9** LCWS shall keep all concrete drains and other surface drains under the sidewalk free of vegetation, debris, and algae to allow unrestricted water flow on a daily basis.

- 7.1.10** LCWS shall clean all other drainage facilities of all vegetation and debris daily, or as necessary. LCWS shall test all grates for security and refasten them, as necessary. Missing or damaged grates shall be immediately reported to appropriate City staff.
- 7.1.11** All mulch used by LCWS shall be free of palm and pine.
- 7.1.12** LCWS shall work with and/or provide interpretive education and guidance to volunteer groups in designated areas, which may include overseeing, coordinating and facilitating their efforts. Volunteers must sign waiver of liability, which must be kept for the duration of this contract and shall be able to be produced whenever requested by the City. 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. LCWS shall send an email copy of this report to appropriate City staff on a monthly basis.
- 7.1.13** LCWS shall conduct all pruning and maintenance of native plants pursuant to the Rancho Santa Ana Botanical Garden's *Care and Maintenance of Southern California Native Plant Gardens*, by Bart O'Brien, Betsey Landis, and Ellen Mackey. LCWS shall be responsible for obtaining the aforementioned reference, at its sole expense.
- 7.1.14** LCWS shall perform all work in compliance with the provisions of the Long Beach Municipal Code Section 8.80, "Noise."
- 7.1.15** LCWS shall perform all work in compliance with the Department's Homeless Encampment Protocols (Exhibit 4).
- 7.1.16** LCWS shall submit a Monthly report of all activities in addition to monthly billing. Reports must be detailed, thorough and may include, but not be limited to, the following: suggestions for improving problem areas; reports of work planned; hazard reports; landfill diversion reports; or any other reports, as defined and requested by the City or Department.
- 7.1.17** In addition to the above, which shall be applicable to all areas, LCWS shall adhere to area-specific maintenance requirements listed in Sections 7.2 through 7.10 of the RFP and this proposal.

Section 7.1 — 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. The Stewards' maintenance depot on Boathouse Lane, adjacent to Marine Stadium holds our extensive collection of tools and equipment, as well as our native plant nursery and stockpiles of mulch. From the depot we can deploy quickly to any of the sites listed in this RFP. Our crews possess extensive experience working within the policies of the City of Long Beach. We have conducted operations according to the requirements outlined in RFP sections 7.1.1 to 7.1.17 for many years.



The Los Cerritos Wetlands Stewards are well equipped to fulfill the responsibilities described in the RFP. We maintain five 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. We have on hand enough hand tools, such as rakes, shovels, trash pickers, pitch forks and a myriad of other specialized tools, to equip a minimum of 30 volunteers who may be conducting required work at any site. Furthermore, we keep a

standing inventory of spare parts for City sprinkler system and floating boom systems, as well as spare booms. We work seven days a week.

Our organization has a vast volunteer base throughout the City. The Stewards regularly host special events where groups of volunteers receive education in the form of interpretive walks, presentations, and guest speakers. The volunteers are well equipped with our equipment, including gloves, trash bags, shovels, rakes, pitchforks, weed wrenches, and carts. The Stewards maintain a special VIP 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 (CSW) program for nearly 10 years. Last year alone we logged over 8,000 service hours. With one volunteer hour in California valued at an average of \$26.87 (<http://www.thenonproffitimes.com/news-articles/volunteer-value-hits-23-07-an-hour/>), this represents approximately \$215,000 in labor. 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 with our 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 our employees, James Thomas, a trained counselor and minister. Using the Pacific Electric Right of Way (PEROW) Greenbelt as a site, Jim accomplishes required maintenance with volunteering individuals who may need a little guidance and purpose in their lives. Jim’s efforts with the group contribute to the maintenance of the greenbelt while ministering to troubled youth and individuals struggling with alcohol abuse.



In 2015 Lenny was recognized by City Prosecutor Doug Haubert for outstanding management of community service workers.

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 six to ten well-trained individuals at any given time to insure complete, competent, and proper maintenance of each site. Through special events and volunteer programs, thousands of man-hours each year contribute to the process without cost to the City. We continue to look forward to the challenges ahead as we enter into a new contractual relationship with the City, and we already have ideas for how to continuing our tradition of innovating the maintenance process while contributing to our community.

Our Vehicles

All vehicles have \$750,000 commercial insurance. Qualifies to drive on city property with authorized drivers. All vehicles have amber safety light.

F350 Crew Cab 4x4 long bed

- Carry a crew 6
- 4x4 for beach access
- 10,000 lb. towing capacity
- Large bed for equipment/supplies

4x4 Chevy Suburban full size

- Carry a crew of 7.
- 4x4 for beach access.
- 8000 lb. towing capacity.

Ford F150 crew cab

- Carry 5 crew
- For monitoring sites.

12-foot stake-bed truck with heavy-duty electric hydraulic lift

- Carry large loads.
- Used for when city stake bed not working.
- Used for homeless debris.
- Large vegetation
- Mulch, holds 15 city toot cans.

26-foot diesel commercial stake-bed/custom crane with outriggers

- Custom built crane for skimmer removal, trash traps.
- Used when city crane not working.

5-passenger crew off-road utility vehicle.

- Work bluff slopes
- Great for beach access.
- Access in harbors, lagoons, and marinas.
- Carry five crew members.
- Comes with trailer tows up to 2,000 lbs.
- Utility bed for assortment of equipment and supplies.

16-foot heavy-duty landscape trailer

- Great for vegetation removal all sites.
- Homeless debris.
- Transport large equipment for easy deployment, utility vehicle, commercial diesel vacuum and large quantities of tools.

10-foot trailer

- Ideal for smaller loads and hard to get to areas.
- Can be towed by all LCWS vehicles.

12 foot enclosed utility trailer

- Used for special events.
- Ideal for wet weather condition for tools and supplies.

21-foot Boston whaler center council workboat, Coast Guard ready

- Twin mercury 60-horsepower engines.
- For maneuverability in tight quarters.
- Perfect for all weather conditions, in slip for quick deployment in Alamitos Bay. Used in Los Angeles River, harbor maintenance, boom repair and deployment.
- Custom built tow bar for towing booms and floating debris.
- Custom built A-frame with winch for tide slide maintenance, deploying moorings. Lifting heavy debris.

14-foot aluminum skiff with 4-horsepower engines

- Ideal for small areas all our Sites.
- Sims pond vector control and maintenance.
- Golden Shore reserve high tide clean ups.
- Colorado Lagoon algae control and tide gate cleaning.
- Rainbow Harbor skimmer maintenance.
- Boom cleaning all sites.

8-foot work skiff with oars.

- Ideal for easy deployment fits in back of our pickups.
- Used in Colorado, Rainbow Lagoon. Sim's Pond, Golden Shore and Rainbow Harbor.

All boats Coast Guard safety inspected. All operators have completed Power Squadron boat safety/operation classes.

Section 7.2 — Golden Shore Reserve Actions Proposed

Los Cerritos Wetlands Stewards propose to maintain the Golden Shore Reserve in the following manner, as prescribed in the RFP.

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 (Exhibit 5 of the RFP).

- 7.2.1** LCWS shall provide additional inspections and monitoring before, during and after rains and/or storms.
- 7.2.2** LCWS shall assure proper functioning of the debris control boom at the mouth of the site and be responsible for its maintenance.
- 7.2.3** LCWS shall 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.
- 7.2.4** LCWS shall conduct general cursory monitoring of topography, inter-tidal invertebrates, bird populations, and general condition of the site.
- 7.2.5** LCWS shall provide interpretive education and guidance to volunteer groups and coordinate and facilitate volunteer efforts.
- 7.2.6** LCWS shall work in conjunction with City and Los Angeles County staff and volunteers in support of Friends of the Los Angeles River (FOLAR)'s annual 'The Great Los Angeles River Cleanup' event.

Our Work at the Golden Shore Reserve 2000 to Present

The Golden Shore Reserve is a mitigation site created as part of the construction of the nearby Aquarium of The Pacific. This was the first site that the Los Cerritos Wetlands Stewards were tasked to repair and maintain for Long Beach Parks, Recreation & Marine (PRM). The site was failing due to storm debris that was inundating the wetlands and overrunning the freshly planted wetland species. Large volumes of debris were entering the site as storm runoff from the Los Angeles River, necessitating improvements to the barrier that was protecting the site.

As explained in this section, the Stewards have instituted and innovated a number of very successful, cost-effective methods for controlling debris, removing the debris that does get into the wetlands, providing educational and volunteer opportunities, and improving the habitat in this important area. Today we clean the Golden Shore Reserve after every high tide event, after every storm, and as needed.



Implementation/Improvement of Booms at Golden Shore Reserve

Based on our experience working with debris barriers protecting the Los Cerritos Wetlands, which we had restored, one of our first actions at Golden Shore Reserve was to replace the dredge pipe system being used with a vinyl oil boom that had a skirt. The boom could not simply be laid upon the rocks, as this would have left voids and eventually would have destroyed the boom. Borrowing an innovative idea from Kepner Plastic, which had a boom mounted on a tide slide on a wall inside a harbor, we mounted a tide slide on a pole at the water line, allowing it to ride the tides during tide cycles and protect the wetlands without breaches. Using an existing fence pole, the Stewards constructed the first fully functioning debris barrier for the Golden Shore Reserve.



Maintenance/Replacement of Booms at Golden Shore Reserve

As with anything in a marine environment, the booms require regular, consistent maintenance. Booms can become heavy and sink or break apart from fouling organisms growing on their surfaces. The Los Cerritos Wetlands Stewards clean the boom every quarter. The early versions of the booms broke down from the weather and harsh environment. Our research led to their replacement with a cost-effective petro-barrier system that has functioned much better than the original booms over a period of several years. All maintenance has been completed by highly qualified crews from the Stewards, with years of experience on the water, using a specially outfitted boat ideal for boom maintenance.



Deflection Booms at Golden Shore Reserve

The Los Cerritos Wetlands Stewards continue improving the debris system that protects Golden Shore Reserve. Our years of experience using deflection barriers to protect various harbors and waterways indicated to us that such a system would be valuable at Golden Shore. This year we were hit by an unexpected rain storm and tsunami at the same time, causing the large Los Angeles River Trash Boom (operated by the County of Los Angeles) to break, sending large volumes of debris to the Golden Shore Reserve boom, putting so much pressure on it that tons of debris pushed through and entered the wetlands. In the wake of this event, and given the high probability of heavy, El Niño-related storms in 2015/2016, the Stewards took the precautionary step of adding two deflection booms outside of the existing boom across the mouth of Golden Shore. The new booms will not only protect Golden Shore, but also Long Beach Harbor, downstream, by moving the debris to the center of the channel, where it will not collect on the edges of the waterways.



Cleanups at Golden Shore Reserve

After each storm and high tide event the Stewards inspect the Golden Shore Reserve and initiate a cleanup. Major storms can deposit tons of debris in the fragile wetlands. We use a crane to remove the heavy bags of collected debris out of the wetlands. The community shows us a lot of appreciation for our quick and efficient responses to these regular events. They see both the before and after.



Working with the Homeless at Golden Shore Reserve

The Golden Shore Reserve is a magnet for an overwhelming population of homeless people that occupies the Los Angeles River channel. Although the site is posted, advising that camping is prohibited and that all unattended debris will be removed at the owner's expense, trespassing is a chronic problem. The homeless camps must be monitored weekly and cleaned up so as not to expose our volunteers to transients and their debris. All fences destroyed by the homeless must be repaired or replaced on a regular basis, to secure the wetlands. The Stewards conduct these cleanups, but we leave all of the collected belongings outside of the fence for people to retrieve when they return. Performing all work in compliance with the Department's Homeless Encampment Protocols, we consciously strive to be as compassionate to the homeless population as we are committed to the health and integrity of the wetlands.



Supplemental Restoration Efforts at Golden Shore Reserve

In 1999, the biologist monitoring salt marsh restoration of the Golden Shore Reserve for the City of Long Beach lamented that, although it would be ideal to establish California Cordgrass (*Spartina foliosa*) as part of the restoration project, this important native species would not grow at this location. I had successfully established cordgrass before, and was confident that I could do the same at Golden Shore. After acclimatizing the plantings to the local marine environment, and adding a special amendment, I was able to do so, and today a dense stand of California Cordgrass thrives at Golden Shore. Additionally, the Stewards have removed weeds from the riprap, allowing native vegetation to fill in some of the gaps; this creates an ecotone for native wildlife to use as a retreat during high tides. These supplemental efforts have helped to round out the ecology of the site, increasing the variety of native wildlife habitats beyond what was originally planned. Los Cerritos Wetlands Stewards are very proud to have played an integral role in this very successful coastal restoration project.



Golden Shore Reserve, facing north with downtown in the background.

Golden Shore Reserve, facing southwest with the Los Angeles River and Port of Long Beach in the background.



Education Programs at Golden Shore Reserve

Los Cerritos Wetlands Stewards provide interpretive education at all of our volunteer events. We have been site captains for the Friends of Los Angeles River Great River cleanups of the Golden Shore Reserve since 2000. Students from Lakewood and Poly High School have volunteered at the reserve for 15 years, and the group "Adopt-A-Wetlands El Dorado Nature Center" has been meeting at Golden Shore for cleanup events every third Saturday for ten years. We value our volunteers, who have worked hard to keep the Golden Shore Reserve a magnificent place to enjoy nature. Together, the Stewards and our dedicated volunteers have nurtured and maintained a healthy, vital habitat for wildlife. We are proud to maintain the Golden Shore Reserve as an area of natural beauty that is enjoyed by so many local residents and visitors to the downtown area.



Section 7.3 — Jack Dunster Marine Reserve Actions Proposed

Los Cerritos Wetlands Stewards propose to maintain the Jack Dunster Marine Reserve in the following manner, as prescribed in the RFP.

The area to be maintained includes everything within the fence line and railing, including the walkway to the outside dock (Exhibit 6 of the RFP).

- 7.3.1** LCWS shall engage in active vegetation control. This may include, but not be limited to maintenance of approved plants, removal of invasive and other undesirable plants and/or supplying and replanting desirable species as necessary in accordance with established planting communities and as approved by City staff.
- 7.3.2** LCWS shall perform weekly raking of decomposed granite trails and any repairs to them, as needed.
- 7.3.3** LCWS shall clean/power wash the educational docks a minimum of four (4) times per year, pursuant to National Pollutant Discharge Elimination System (NPDES) standards.
- 7.3.4** LCWS shall perform basic irrigation repairs, troubleshooting, and maintain the system operational at all times, including controller operation in compliance with any applicable Municipal or State Water Agencies' mandates for water conservation.
- 7.3.5** LCWS shall irrigate plants at a rate that closely matches the actual demand of plant material with little or no runoff.
- 7.3.6** LCWS shall monitor and control aquatic vegetation to maintain outflow and assist with mosquito abatement.
- 7.3.7** LCWS may keep bio-waste on site.
- 7.3.8** Due to decomposition, LCWS shall replace all supplemental mulch on a periodic basis, as determined by the City's designated Contract Monitor (typically twice per year). LCWS shall provide and maintain a three (3) inch thick layer of supplement mulch for weed suppression and for water conservation.
- 7.3.9** LCWS shall identify and manage all exotic weeds and undesirable plants so the area is weed-free at all times. Hand removal of weeds around the immediate natives will be required within a twelve inch (12") radius.
- 7.3.10** LCWS shall irrigate plants at a rate that closely matches the actual demand of plant material with little or no runoff.
- 7.3.11** LCWS shall monitor and control aquatic vegetation to maintain outflow and assist with mosquito abatement.

Our Work at the Jack Dunster Marine Reserve 2002 to Present

Mr. Dunster had a vision to establish a native habitat on a vacant piece of property near the Cerritos Channel, now know as Spinnaker Bay. His vision was realized when the Spinnaker Bay development needed to mitigate for boat slips that would be established in front of homes. Plans for the Reserve dragged on for years and construction was delayed. The Reserve was to be finished before the homes, which became a problem due to fears that the new homeowners' views would be impeded by the new plantings.



Initial Establishment of Jack Dunster Marine Reserve

The Los Cerritos Wetlands Stewards were hired by the contractors to help implement this project because of our extensive knowledge of southern California salt marsh restoration. After months of planting, the site was finished. Unfortunately, the building contractor was responsible for maintaining the reserve for the first year. By the time the City took over this responsibility, the site had become overgrown and full of weeds; many of the new plantings had died. The community and the homeowners were very disappointed and asked the city to mow it down and just plant some grass and a few palm trees. The Department of Parks and Recreation contacted the Stewards and asked if we could salvage Mr. Dunster's vision, and of course we accepted the challenge and went right to work on it.





After much work, weeding, replanting, watering, mulching, and trimming, the park looked beautiful and the residents were pleased.



Maintenance of Plants at Jack Dunster Marine Reserve

Today the Jack Dunster Biological Marine Reserve is a jewel in the city of Long Beach. Nearly everyone who walks the park praises its tranquility, well-kept grounds, and healthy, beautiful plants. It is a place they recommend to all their friends (the park currently receives 4.5 out of 5 stars on Yelp!). Jack Dunster Reserve is a testament to the Stewards' work ethic and the standards we set for ourselves; it shows our love, care and passion for nature. These results have been achieved through trial and error over more than a decade of maintaining this site. We have managed to select native species that thrive the park, provide important habitat for wildlife, and maintain homeowner views.

We have discovered pruning techniques that keep the plants flowering throughout the year. Our trimming practices are unique, and in most cases you cannot tell the plants have been trimmed. We mulch the site after every major project; the mulch is spread with care, under plants to look natural. Even with water restrictions we manage to keep the moisture level up, not allowing the plants to go dormant as commonly occurs in native gardens. Other environmental firms have copied our work here. We are justifiably proud of what we have accomplished.



Maintenance of Facilities at Jack Dunster Marine Reserve

With the amount of traffic from human and animal visitors, the pathways get dirty and the trash cans get full. The Stewards ensure that Jack Dunster is maintained every other day to insure that the park is always well-kept. We oversee considerable numbers of volunteers from at-risk youth and community service programs to keep the park in top condition on a tight budget.

Having worked at the reserve for so many years, the Stewards have built up an important stock of institutional knowledge of many aspects of maintaining this unique area. This includes:

- Working knowledge of the irrigation system and controller.
- Maintaining an inventory of spare irrigation parts.
- We have a supplier for clean, woody mulch that is used as needed, mostly after major projects.
- Practice of hand-watering the site once a week to preserve water and avoid irrigating the weeds.
- Knowledge of weed species.
- The Stewards maintain a nursery from which we replace any plants that may be poorly performing, or that have overgrown their planting areas.
- We have created microhabitats to keep the park interesting, such as the dunes we added to the point.
- We are very conscious that the local community values their view-sheds and maintaining a clean, welcoming appearance to the reserve.





Educational Opportunities at Jack Dunster Marine Reserve

Jack Dunster Marine Reserve has an education component which is an excellent opportunity to show the community the importance of a native garden and its benefits. Los Cerritos Wetlands Stewards offer community tours every second Saturday of the month. This site affords the opportunity for college students to work on their master's or bachelor's degrees. We have garden clubs, Girl Scouts and Boy Scouts earning their badges, high school groups, churches, and the Stewards assist all of these groups with their projects, making sure they are well managed, successful, and, above all else, consistent with the reserve's conservation goals and objectives.



Section 7.4 — Colorado Lagoon Actions Proposed

Los Cerritos Wetlands Stewards propose to work with the Friends of Colorado Lagoon (FOCL) and other responsible entities to maintain Colorado Lagoon in the following manner, as prescribed in the RFP.

The areas to be maintained are for the areas defined as waters of the United States, intertidal, and upland areas outside of those designated to other parties for maintenance. LCWS shall also be responsible for the routine maintenance of the three (3) trash traps as identified on the enclosed Trash Traps Location Map (Exhibit 8) and described further in the scope of work.

- 7.4.1** LCWS shall be responsible for additional inspections and monitoring before, during, and after rain and/or storm events. The trash traps should be monitored before and after rain events to ensure sufficient capacity during the event, and that trash overflow is addressed quickly after the rain event. Furthermore, LCWS shall ensure the low flow diversion system is functioning properly and report to the City's Public Works Storm Water Division if the rain gauge does not reset and if other components of the low flow diversion system are not functioning properly.
- 7.4.2** LCWS shall manually remove accumulated trash within the trash capture devices, as needed. LCWS shall also monitor and inspect the condition of the trash capture nets and determine their need for replacement. Replacement nets shall be compatible with the existing Fresh Creek in-line netting system to preserve the design intent of the trash traps and to allow for full functionality. As such, costs for the Colorado Lagoon maintenance shall include LCWS's cost for nets, labor, and all items necessary to maintain the trash trap system in full working order. LCWS shall weigh trash prior to its removal and keep a log of when the trash traps were emptied and how much trash was removed. The specifications of nets to be used are included as Exhibit 9 of the RFP. If nets require replacement and disposal, nets should be purchased from a supplier. Old nets and trash shall be disposed of at an appropriate disposal facility.
- 7.4.3** LCWS shall maintain the interior of existing trash vaults/cages clean and free of trash and debris. Additionally, LCWS shall remove debris on the hinged screen located above the nets.
- 7.4.4** LCWS shall clear accumulated trash racks on both sides of the existing culvert on a regular basis to ensure trash does not migrate from Colorado Lagoon to Marine Stadium and vice versa.

- 7.4.5 LCWS shall provide general trash removal around the lagoon with specific attention to trash accumulated in the upland areas to avoid litter from entering the lagoon.
- 7.4.6 LCWS shall clean and scrape marine foul from tide flap gates to ensure appropriate functioning.
- 7.4.7 LCWS shall maintain trail markers and repair as necessary.
- 7.4.8 **Additive Items.** The following items are additives to the base bid and contract award will be dependent on the implementation of the Colorado Lagoon Phase 2 Construction Improvements (Job R-6996). Should the restoration be delayed, authorization for the following task items will be withheld and awarded at a future date:
- 7.4.8.1 LCWS shall monitor the irrigation and watering frequency to ensure plant establishment success. LCWS shall also monitor and report on the condition of sprinkler heads to the Department.
- 7.4.8.2 Final efforts to restore the Colorado Lagoon site is anticipated to be complete in 2016. After substantial completion of Job R-6996, the prime contractor responsible for R-6996 Colorado Lagoon Phase 2B shall be required to provide a one-year warranty period on the restored areas and newly planted vegetation, trees, and irrigation system. The prime contractor is responsible for providing all labor, equipment, and materials necessary to meet the maintenance and warranty requirements. After the second year, plant maintenance will turn over to the vendor resulting from this solicitation. The vendor shall then be responsible for the success of the newly vegetated areas. Responsibilities shall include:
- Replacing dead or unhealthy plants of the same size and species and planting species during the appropriate growing season.
 - Removing undesirable plants and weeds every 14 calendar days so that the percentage covered by weeds is less than 5 percent.
 - No more than 2 percent of the site may be covered by weeds that have reached seed dispersal stage.
 - Responding to inquiries from the Colorado Lagoon Mitigation Monitoring Team, as necessary, to satisfy the City's Reporting Requirements to the Resource Agencies.
 - LCWS shall be provided an allowance for time and materials not-to-exceed \$1,000 per month to be used strictly for plant maintenance and management. The vendor shall document the number of plants and type purchased in all billings.

7.4.8.3 LCWS shall be required to document site observations and maintenance issues monthly via a Landscape Inspection Memo. Memos shall include:

- General amount of trash, trash collected (50 lbs per week or 100 lbs per month, etc.).
- Amount of invasive plants and exotic weeds removed and replaced.
- Human activities resulting in negative impacts to plant species and wildlife.
- Damaged infrastructure (i.e. foot bridge/pier, irrigation, controllers, and recommended actions for correction).
- Critical outstanding and unresolved issues identified in previous memos.
- Other pertinent information as requested by the Department.

7.4.9 LCWS shall identify exotic weeds and non-desirable plants for the purpose of eradication by manual methods. LCWS shall also identify exotic weeds non-desirable plants for control by herbicide spraying.

7.4.10 LCWS shall perform quarterly bird counts, at the discretion of the Department.

7.4.11 LCWS shall monitor water quality for algae blooms and aquatic vegetation.

7.4.12 LCWS shall provide interpretive education and guidance to volunteer groups and shall coordinate and facilitate volunteer efforts.

Our Work at Colorado Lagoon 2003 to Present



For decades, Colorado Lagoon has attracted people in search of calm waters and a beach to visit. The Los Cerritos Wetlands Stewards have maintained Colorado Lagoon for the City since 2003. Initially, the site had no scheduled maintenance, so our first task was to remove years of accumulated debris from the beach and items that had been dumped into the water. As we were cleaning, we saw remnants of salt marsh and marine organisms. We later learned that the tide gates and small culvert were not being operated in a way that would support a healthier lagoon ecosystem. Wetland plants and benthic organisms can only live in and out of water for certain lengths of time, and deviations in tidal rhythms related to operation of the tide gates were causing their demise. The Stewards made recommendations to modify operation of the gates in order to give the flora and fauna a chance to survive, and observed that, eventually, a full tidal channel would be needed if the lagoon environment was to improve enough to resume its function as a valuable habitat for birds and marine organisms. Around this same time, I had a conversation with Michael Pauls of FOCL and tried to convince him that his organization would be more successful if it worked with the City rather than against it. Shortly after we spoke, Michael held a town hall meeting in which he expressed a sincere desire to improve FOCL's relationship with the City. In subsequent years, FOCL and the City have worked together to make great strides in improving the lagoon environment, and the Stewards take pride in the role we have played in this important process.

Beach Cleanups at Colorado Lagoon

The Stewards start every week by cleaning the beach. The Lagoon hosts large numbers of visitors every weekend enjoying the beautiful coastal setting for picnics, birthday parties, and church gatherings. All of this activity creates a lot of trash and, with the prevailing winds, much trash lands on the beach and in the water. Given the lagoon's ecological sensitivity, and its high profile as a community asset, we consider it a high priority to clean the beaches and water first thing Monday morning. We rake the edges and dip-net the debris out of the water, techniques that collect the smallest bits of trash amongst the plants. Taking our customary proactive approach, the Stewards decided to build debris fencing along the beach to keep wind-blown debris from entering the water. We obtained approval from the California Coastal Commission by promising that we would not obstruct access to the beach. The fence line was planted by the Friends of Colorado Lagoon (FOCL) with plants donated from our nursery, creating a more natural barrier. This fence line is also cleaned up every Monday, or when necessary. We inspect the fence every Monday for damage, and, if any is found, we fix it immediately using spare parts from our yard. This approach has proven to be very successful. Lastly the Stewards clear and trim all overgrown vegetation along the lagoon parkway.





Tide Gate Maintenance at Colorado Lagoon

Allowing tidal movement of seawater in and out of the lagoon via a culvert, the life line to the lagoon is its tide gates. Keeping them free and clear of debris is a vitally important maintenance task in this area, so they need to be monitored weekly to prevent marine or debris that could cause a restriction in flow. Additionally, the Stewards use special scraping tools to clear marine growth from the steel grates at least quarterly, as well as an assortment of tools to remove floating debris from the water. This work can be done at minus low tides, if applicable, or we can bring our work skiff and use it as a skimming platform. Tide gates need to be checked often to make sure the locks are in good working order. The tide gate area needs to be kept clean from debris and plants that make the lagoon look trashy.





Algae Management at Colorado Lagoon

Algae are an important part of wetlands. It grows naturally and is a food source for plants and marine organisms. In an urban environment, however, many nutrients overfeed the algae, causing it to grow unnaturally fast, resulting in unhealthy conditions. At Colorado Lagoon, large algae blooms can damage the wetland plants by crushing them and starving them of sunlight. Algae blooms can and will impede the flow of water through the tide gates, where it must be removed by hand. The lagoon's foot bridge, fencing and life guard swim lines act as restrictions that can prevent algae from leaving the lagoon naturally on outgoing tides. The Stewards direct the algae around these impediments by hand at high tides, and we added weights to the swim line, allowing the algae to float over as it passes. In order to be pro-active, we searched for and located the source for excess nutrients, which turned out to be large mulch piles that the Friends of Colorado Lagoon and stored on the beach, which decomposed into the lagoon during rain events. After clean up of the mulch, the problem went away.



Trash Trap Maintenance at Colorado Lagoon

Installation of trash traps has yielded great improvements in water quality at Colorado Lagoon. The traps do need to be replaced every quarter because, full or not, the debris will start to break down and cause a foul odor. The traps can fill up after just one heavy storm event and need to be changed out. We keep a full supply of nets for this purpose. Since they are very expensive, the Stewards are researching the potential to either manufacture our own nets or a reusable filter. After every switch-out we clean out the sediment in front and behind the steel grates. All the grates are swept clean of debris that could block and impede the water during a rain event. Each year we have a large vacuum truck come in and vacuum all the sediment that collects in the storm drain. If this is not done the bags will collect it and make it too heavy to lift out. We monitor the large flaps in the lagoon to check for any debris that may prevent the lid from sealing, allowing water to get into the pumps, causing them to work overtime. The Stewards have been trained by the manufacturer to do light maintenance on the pumps and equipment. It is very important not to let any of the pumps break down. We designed and built a custom crane for the removal of trash nets, as normal cranes are not allowed to operate near the power lines that are at Pumping Station Number Two. Our special crane is mounted on a large commercial truck that will also hold all the dirty trash nets that are removed. We are planning to add a scale to weigh the debris for our records.





Additive Items at Colorado Lagoon

The Stewards are experts in salt marsh restoration. When the contractor who built the project walked away from the maintenance of the lagoon restoration project in 2015 due to lack of funding, the Stewards were approached by the City PRM and asked to help out and save the restoration, with terms to be worked out later. Naturally, we accepted this task and found many dead and dying plants that were in need of water. Upon starting to water we found that the irrigation system was broken. We discovered a major break in the main lines and repaired it right away. We then were able to start to get water on the site but the contractor came back and took the hoses away, along with special quick-couplers for that particular irrigation system. We bought new hoses, found couplers that would fit, and were finally able to give the site much needed water. We then started to hand-clear the many, hiring a contractor to help. After the cleanup of the weeds we saw that missing/destroyed fencing was allowing transients to live there and high school kids to come in at night. So we bought fencing material and repaired all the fencing, completed a big cleanup, and the site was saved. Yes, we will be able to maintain any future restoration at the lagoon.





Extra Work at Colorado Lagoon

The northeast arm of Colorado Lagoon was lacking maintenance while the planners figured out how the new restoration was going to be implemented. In the meantime, this unkempt section of the lagoon was attracting homeless people and kids hanging out at night. It was looking like an abandoned piece of property. With our love of the lagoon, and utilizing our at-risk youth volunteers, we cleaned up all the shrubs and weeds and then mulched the site. The Friends of Colorado Lagoon took notice and decided that this area would be suitable for the first City Roots Urban Nature Festival and Concert during the past summer.

The Los Cerritos Wetlands Stewards have a great working relationship with FOCL and we are always there for them. When we heard they were going to hold a festival, we jumped in once again, cleaned up the area and stayed throughout the event to clean up. The event went well, and it was fun to hang out with so many friends.







The Los Cerritos Wetlands Stewards have a great working relationship with the community and City Council Third District. PRM received many complaints about the homeless, trash, and dirty road signs. When they asked us to help out, we assisted in getting this homeless man housing, cleaned up his mess, and washed the street signs. The Stewards can be counted on to put the community's most immediate needs at the top of our priorities.

Section 7.5 — Rainbow Lagoon Actions Proposed

Los Cerritos Wetlands Stewards propose to maintain Rainbow Lagoon in the following manner, as prescribed in the RFP.

The area to be maintained is defined in Figure 10 of the RFP.

- 7.5.1** LCWS shall monitor water quality for algae blooms and aquatic vegetation and remove unwanted aquatic plants, algae and mussels. Scuba diving capability is required for this task. The lagoon varies in depth from 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, at no additional cost, not to exceed a total of 35 dives.
- 7.5.2** LCWS shall report any significant change in existing conditions and/or equipment to City staff immediately with an assessment for addressing identified problems.
- 7.5.3** LCWS shall empty skimmers twice daily based on seasonal algae blooms.
- 7.5.4** LCWS shall assist Department staff with monthly inspection of tide gates, pumps and wire structures.

Our Work at Rainbow Lagoon 2003 to Present

Rainbow Lagoon is a thriving marine ecosystem that is home to many species of marine fish and invertebrates, brought into the lagoon as larvae via the water flow through the pump system. During the warmer months, unsightly algae and plants bloom within the lagoon. The presence of the algal mats warms the water by absorbing sunlight and holding heat energy. As the temperature rises, plants and animals die off and consume great quantities of oxygen in the decomposition process. The Stewards make every attempt to remove the aquatic plants as soon as they appear in order to avoid massive die offs and the creation of an anoxic environment.

Because the lagoon is a closed system cut off from the tides that normally exchange the waters in these environments. It is very important to keep the pumps and tide gates in good working order. To keep the equipment in good operating condition, it is necessary to dive below the water to work on the systems. All Stewards are certified divers with the expensive equipment necessary to do the maintenance. Our crews have an intimate knowledge of the entire pumping system and can easily detect, find, and consult on any needed repairs.

The Stewards complete frequent water tests and consult with City staff to discuss corrective measure needed to make this unique lagoon a healthy marine environment.



Maintenance Actions Proposed Rainbow Harbor

Los Cerritos Wetlands Stewards propose to maintain Rainbow Harbor in the following manner, as prescribed in the RFP.

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 Exhibit 11 of the RFP.

- 7.6.1** LCWS shall conduct additional inspections and monitoring before, during and after rains and/or storms.
- 7.6.2** LCWS shall remove debris from the riprap, sea wall and the jetty. Department staff shall be responsible for removing water borne trash and debris.
- 7.6.3** LCWS shall provide maintenance for the five (5) trash skimmers that are within Rainbow Harbor, including:
- Pressure washing floor grid and intakes every month.
 - Visual inspection of pump and anode wear.
 - Clean marine growth inside and outside of units.
 - Replace anodes every 9 months, or sooner, if needed.
 - If any of the motors within the marina skimmers require replacement, LCWS shall inform the Department of Parks, Recreation and Marine, and provide a time-and-materials work order with the not-to-exceed fee for the procurement and replacement of the motor. LCWS shall coordinate the repair with Marina Accessories.

Our Work at Rainbow Harbor 2003 to Present

Control of waterborne debris at Rainbow Harbor demands constant attention and continual adjustment and innovation. The Stewards 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. We will continue to work with Shoreline Village tenants at the perimeter of the harbor, listening to their concerns and suggestions. The overall effect of our management approach is to demonstrate to the local community that the City of Long Beach is making every effort to keep Long Beach Harbor as clean as possible, taking into effect its status as a tertiary receiving water for runoff from the Los Angeles River.

During severe storm events, when the harbor become inundated with trash, the Stewards assist the city with extra crews and volunteers to help clean up waterways. We also on many occasions assist the city with extra community service workers to clean the harbor. Although these tasks have been outside of our paid scope of work, the Stewards' ultimate commitment has been to helping the City to keep these important areas clean and functioning.



Controlling the Flow of Debris into Rainbow Harbor

The Los Cerritos Wetlands Stewards take a proactive approach to all our work and make recommendations to the City staff on methods for improving maintenance of Rainbow Harbor. For years, the City had no answer to debris getting into the Harbor despite their efforts with boom systems. On our recommendation, the City gave us the funding to establish a debris barrier, which had proven to be effective on our other projects. We did on both sides of the harbor, preventing debris from going under city boom on the rocks. The first storm after construction it proved successful controlling debris that entered the harbor.



Trash Skimmers in Rainbow Harbor

Rainbow harbor is a mixed-use harbor of commercial and public boat activities. It is surrounded by the Pike development and is highly visible to the community and the many tourists that visit the harbor daily. To manage the high levels of floating debris that come into the harbor daily, five trash skimmers operate 24 hours a day, seven days a week. These skimmers need maintenance and cleaning, as discussed in the RFP. The control panel will need electrical work. The crews responsible for these skimmers must be knowable in electric work and have equipment to read voltage. Each year the machines must be pulled out of the water, using a crane, and transported to an area where some major cleaning will be done so that the water is not polluted. Parts will require replacement to restore the machine to full functionality. For regular cleaning of grates, a diver is need to clean the outside and bottom. The Stewards are qualified to conduct all of these specialized tasks, keeping the trash skimmers working to make Rainbow Harbor a beautiful asset in the downtown area.



Finding the Best Strategies for Rainbow Harbor

One high-profile tenant of the Rainbow Harbor, perched at the entrance of the harbor, is Parkers' Lighthouse. The restaurant's location makes the guest dock out in front a magnet for floating debris. It formerly required extensive resources to even attempt to keep this area clean, and even after cleaning the trash would begin accumulating again on the next change of tides. The Stewards' proactive approach was to add a boom on both sides of the dock. The booms keep the area cleaner, but what is needed at this site is one our debris barrier systems. We have recommended this to the City and we are eager to install it. Our unique, hands-on experience throughout the area gives us confidence that this action would make a tremendous difference to the appearance of the Harbor.



The guest dock, before and after boom installation:



Section 7.7 — Sims Pond Actions Proposed

Los Cerritos Wetlands Stewards propose to maintain Sims Pond in the following manner, as prescribed in the RFP.

The area to be maintained includes all the fenced-in area, including the sidewalk, as shown on Exhibit 12 of the RFP.

- 7.7.1** LCWS shall provide additional inspections and monitoring before, during and after rains and/or storms. This is to include monitoring of water levels, culverts and perimeter.
- 7.7.2** LCWS shall monitor and control aquatic vegetation to maintain outflow and assist with mosquito abatement. This shall be done twice per year, before and after nesting periods. Bio-waste may be kept on site.
- 7.7.3** LCWS shall identify exotic weeds and non-desirable plants for the purpose of eradication by manual methods. LCWS shall also identify exotic weeds and other undesirable plants to be control by herbicide spraying.
- 7.7.4** LCWS shall remove invasive plants and 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.
- 7.7.5** LCWS shall replace mulch on a periodic basis, as determined by the City's designated Contract Monitor, typically twice a year. LCWS shall provide a three (3) inch thick layer for weed suppression and for water conservation.
- 7.7.6** Under the direct supervision of the City's designated Contract Monitor, LCWS may work closely with City of Long Beach Vector Control or its equivalent to minimize and control those habitat aspects, which support the propagation of mosquitoes.
- 7.7.7** LCWS shall provide as-needed tree trimming of trees 4 inches in diameter to assure access, maintain trail clearance, prevent blocking of outflows and assist with mosquito abatement, fence clearance, and protection of private and public property. LCWS shall notify the Contract Monitor regarding necessary trimming of any tree over 4 inches in diameter.
- 7.7.8** LCWS shall perform quarterly bird counts and report the results to the Department.
- 7.7.9** LCWS shall report any significant change in existing conditions to Department staff immediately with an assessment of the problems/issues.
- 7.7.10** LCWS shall provide interpretive education and guidance to volunteer groups and to coordinate and facilitate volunteer efforts. LCWS shall also

monitor water quality for algae blooms and aquatic vegetation and water levels. Refill as necessary.

- 7.7.11** LCWS shall conduct pruning pursuant to the Rancho Santa Ana Botanical Garden's *Care and Maintenance of Southern California Native Plant Gardens*, by Bart O'Brien, Betsey Landis and Ellen Mackey.

Our Work at Sims Pond 2003 to Present

Sims Pond is a small fresh water pond that was handed over to the City along with its maintenance. Local homeowners had been responsible for maintaining the pond for 25 years, but were not qualified or equipped to handle an ecological restoration project. Fallen trees were everywhere, including over walls and along the paths. Very little open water remained, as dense tules and cattails had taken over most of the pond. The site was overgrown with exotic weeds and trees, including pampas grass, ficus trees, and giant reed – some of the most aggressive invasive species in California. The Los Cerritos Wetlands Stewards were highly recommended by Fish and Game to repair and maintain the pond. When the City turned over maintenance to the Stewards, our first priority was to remove the exotic plants. Although we are still dealing with the seed bank, the Stewards have successfully eradicated the worst of the unwanted plants from Sims Pond. We also created a maintenance path around the pond by removing vegetation and building bridges, and have conducted restoration by replanting open areas with appropriate native species. After many years of effort, Sims Pond now requires only regular maintenance, not major repairs and native habitat restoration efforts.



Riparian Habitat Management at Sims Pond

Black Willow (*Salix gooddingii*) is a large wetland tree that dominates Sims Pond. It is characteristic of large willows that, owing to their soft wood, they grow tall and fall then grow again. For this reason, it is quite common for Black Willows to fall at any time of year. The Stewards' knowledge of these trees makes us recognize when a tree is going to become a problem for safety or property damage, and we use that knowledge to proactively prune or remove trees that pose dangers. We have all of the necessary equipment to either trim or completely remove these big trees. After pruning or removal, the branches are run through a chipper for mulch that will be used on site for weed control. Local residents are happy when the Stewards make quick work of a potentially dangerous situation.



Many trees fall on the fence lines and trails. We take care of these immediately to protect public safety and reduce City liability.



The Stewards maintain the walkways around Sims Pond by hand as using a power blower.



Dense, fast-spreading stands of tules (*Scirpus*) constantly threaten to take over the open water at Sims Pond. After the Stewards recommended clearance of these emergent plants, we were awarded the contract to start this daunting project in September. Over a period of years there have been many attempts to remove or reduce this very aggressive plant, all to no avail. Methods that include treatment with herbicide have been effective, but that leaves the dead plants to rot, which is detrimental to water quality. Cutting tule grass has immediate results, but it will grow back. The Stewards have developed a method of removing the entire plant and root ball, leaving nothing behind and making the water even deeper. We have tested and were successful using a winch system that will remove entire plant.



Hydrological Management at Sims Pond

The Los Cerritos Wetlands Stewards understand the importance of keeping all of the waterways around Sims Pond free and clear of vegetation and debris every quarter, so as not to impede water flow. After many years of cutting back the tules we are caught up, so now the need is to maintain. All channels need to be cleared of vegetation and sediment annually. The Stewards have Sims Pond as ready as it can be for what may be a very wet winter.

The Stewards work well with vector control and have taken classes on mosquito control. We have a Sims Pond work boat that we use to collect debris in the water and to take vector control out to otherwise unreachable areas for treatment of mosquitos. We also clear vegetation to provide vector control access to certain areas.



During the peak of the drought in summer/fall 2014, Sims Pond dried out almost completely. It had been “business as usual” to add water to the pond during summer months, against our recommendations, but given the multi-year drought and threats of water rationing in 2014, we did not believe there was a firm basis for pouring City drinking water into an area that naturally dries out under such conditions. The water is very expensive, and evaporates within a few weeks. The Stewards consulted with local biological consultant Robert Hamilton, President of Hamilton Biological, Inc., and together we convinced the City and local residents that the natural and ecologically appropriate course of action would be to allow Sims Pond to dry out. The exposed soils would be remediated by the oxygen, much channel clearing work could be done, as well as removal of tules. As it turned out, rains came within a couple weeks, and immediately the herons, ducks, and other wildlife returned. In 2015, the water quality has been perfect, with no blue-green algae. In a situation in which City managers were put under a lot of community pressure to do *something*, even if it did not make good ecological sense, the Los Cerritos Wetlands Stewards were able to help put the community at ease, and in the end we believe it was a wise decision with a positive outcome.



Public Outreach at Sims Pond

The Los Cerritos Wetlands Stewards conduct many personal tours of Sims Pond, which is not open to the public. We host school groups, church groups, boy scouts, and garden groups.



Wildlife Management at Sims Pond

Working in wild lands it is important to understand and care for the wild life. LCWS stewards have been trained to handle wild life by the National Bird rescue Association and the Utah State University.



This is my monthly bird count crew, and this is why we do it. It is so natural that a coyote moved in?



Section 7.8 — PEROW Greenbelt Actions Proposed

Los Cerritos Wetlands Stewards propose to maintain the PEROW Greenbelt in the following manner, as prescribed in the RFP.

The area to be maintained is only that portion of the PEROW between Bennett Street and Termino Avenue between 7th and 8th Streets as shown on the attached map (Exhibit 13 in the RFP), inclusive of the parkway off 8th Street.

- 7.8.1** LCWS shall maintain the vegetation in an esthetically pleasing and environmentally sound manner for native species on a quarterly basis.
- 7.8.2** LCWS shall maintain vegetation for proper fire control at all times.
- 7.8.3** LCWS shall trim foliage as needed to discourage homeless encampments and reduce the attractiveness of the area to the transient population.
- 7.8.4** LCWS shall perform quarterly shrub pruning and quarterly weed abatement.
- 7.8.5** LCWS shall replace mulch on a periodic basis, as determined by the City's designated Contract Monitor, typically twice a year. LCWS shall provide a three (3) inch thick layer for weed suppression and for water conservation.
- 7.8.6** LCWS shall identify exotic weeds and non-desirable plants for the purpose of eradication by herbicide spraying.
- 7.8.7** LCWS shall identify and remove exotic weeds and non-desirable plants (for the purpose of eradication) by manual methods. As specified in 7.8.6, LCWS is also expected to identify exotic weeds non-desirable plants for control by herbicide spraying.
- 7.8.8** LCWS shall cooperate closely with other agencies such as the Long Beach Fire Department, California Department of Fish and Wildlife, and local homeowner associations.
- 7.8.9** LCWS shall conduct pruning pursuant to the *Rancho Santa Ana Botanical Garden's Care and Maintenance of Southern California Native Plant Gardens*, by Bart O'Brien, Betsey Landis and Ellen Mackey.

Our Work at the PEROW Greenbelt 2004 to Present

The Pacific and Electric Right-of-Way (PEROW) Greenbelt was a vacant piece of property that the local community had planted as a native garden. After a few years, upkeep of the greenbelt fell off, and maintenance fell to the City. The site attracted the homeless and undesirables, and they had started fires. The Long Beach Fire Department ordered the City to clear the site 30 feet on both sides away from the homes. The site is only 125 feet wide and the loss of plants would have ruined the habitat that existed there. In 2004, the City asked the Los Cerritos Wetlands Stewards if we could clear out all the vegetation for the Fire Department. The Stewards met with the Fire Inspector and requested that clearance be limited to the plants known to pose an elevated fire danger, and to retain the more fire-resistant species. The inspector agreed, and said that the Fire Department would come back to ensure the adequacy of the work. The Stewards cleared out many weeds and shrubs, creating defensible space in case of fire. Several weeks later, the Fire Department completed their inspection and were very pleased with the work. The community was very pleased that their park would stay, and would not lose all of its plants.

Over the years, as we maintained the site, we got to know the community and they all wanted to help. Today, the PEROW Greenbelt is a great site for volunteers and community service workers, and is a great education tool for the community. We assisted the local neighbors in starting a neighborhood association (Lincoln Heights). Today the Los Cerritos Wetlands Stewards are assisting the City to rebuild the park in the wake of the Terminal Drain project, which went through this area. We were instrumental in adding the right California native plant species that will benefit the habitat without creating a fire danger.



Vegetation Management at the PEROW Greenbelt

The Los Cerritos Wetlands Stewards work at the site every Saturday, cleaning trails, clean out trash cans, replanting, weed control, mulching, trimming and debris clean up. The site is trimmed and mulched four times a year for weed control. Once a year the area is trimmed to address fire issue and homeless issues. All vegetation that is trimmed or removed is chipped into mulch and left on site. The Stewards installed a dog-poop bag dispenser with two trashcans that get serviced every week.



Section 7.9 — Marine Stadium Actions Proposed

Los Cerritos Wetlands Stewards propose to maintain the Marine Stadium in the following manner, as prescribed in the RFP.

The area to be maintained begins at Davy's Launch Ramp and goes to the end of the park, as identified on Exhibit 14 in the RFP.

- 7.9.1 LCWS shall maintain the riprap surrounding the Marine Stadium and the culverts free from litter and debris.
- 7.9.2 LCWS shall perform quarterly weed abatement at minimum, or on an as-needed basis.

Our Work at Marine Stadium 2003 to Present

Marine Stadium was built for the 1933 Olympics. It is now a body of water used frequently for water sport activities year-round. The local community uses this space frequently for walking, biking, and jogging. The riprap that surrounds the stadium and exists near Davy's Launch Ramp traps debris from storm and high tide events. The site requires frequent monitoring to ensure cleanliness.

Every Monday the Stewards clean Marine Stadium and Davy's Launch Ramp, and we also monitor and clean up after storm and high tide events. We pay special attention to this site during extreme high tides (King Tides), as the water will lift off debris from the rocks all the way into the parking lots. The Stewards clean up the debris two days after the tides begin to fall. We can also be counted on to assist the organizers of special events, bringing our workboats to the Stadium.





Section 7.10 — Bluff Park Slope Actions Proposed

Los Cerritos Wetlands Stewards propose to maintain the Bluff Park Slope in the following manner, as prescribed in the RFP.

The area to be maintained is from 36th place to 2300 East Ocean Blvd. This will include all the slope landscape on the Bixby expansion, due to the nature of this new native drought tolerant landscape, pursuant and/or consistent with the City's Landscape Management Plan for the Bluff Park Bluffs (see Exhibit 15 in the RFP).

- 7.10.1** LCWS shall maintain vegetation in an aesthetically pleasing and environmentally sound manner for native species on a bi-monthly basis.
- 7.10.2** LCWS shall identify exotic weeds and non-desirable plants for the purpose of eradication by manual methods.
- 7.10.3** LCWS shall remove invasive and other non-desirable plants and supply and replant desirable species as necessary in accordance with an agreed upon planting plan.
- 7.10.4** LCWS shall maintain the irrigation systems.
- 7.10.5** LCWS shall remove all unwanted debris left behind.

Our Thoughts About the Bluff Park Slope

Bluff Park Slope is a wonderful project for the City of Long Beach and a long time coming. The Los Cerritos Wetlands Stewards welcome this challenge, and, as with every other project, we will bring an adaptive management approach as we go through the learning curve. We recognize this endeavor as having elements of both the Jack Dunster Marine Reserve and the PEROW Greenbelt. We have some concern that the plant palette contains of a couple of aggressive species that have potential to take over the site, so that is something we will watch out for. The management guide has copied our approach to native habitat maintenance; we sure can keep it aesthetically pleasing. Debris blown in from the beach is another source of potential problems, so we see a need to clean the site weekly. The Stewards have a golf cart, a four-wheel-drive off-road vehicle, and a four-wheel-drive truck that will allow us to stay off the pedestrian/bike path. One of the most important goals of the project is to have the vegetation grow down the slopes and cover the concrete. With our proven trimming technique, we have managed to grow plants down a brick sea wall at Jack Dunster, and we are confident that we can do the same here. The Stewards are planning to create a special team to learn climbing techniques, so that we can keep our perfect safety record from being blemished through a preventable accident. We will only have certified climbers maintain the plants on the upper slopes. We are excited to take on this challenge.





9.0 — Company Background and References

The Los Cerritos Wetlands Stewards plan to staff the project with a single project manager, Leonard Arkinstall, whose experience and credentials are outlined in this section. The Stewards also employ field technicians and supervisors. We maintain a large volunteer base made up of individuals who assist in habitat maintenance and monitoring through various educational programs and joint ventures with other non-profits, local schools and colleges. Mr. Arkinstall shall, periodically, consult with marine maintenance, El Dorado Nature Center, and engineering and scientific advisors associated with LCWS.

The Los Cerritos Wetlands Stewards have been conducting operations included in the scope of work of this request for proposal for more than 15 years, and have had continuing projects with the City of Long Beach, U.S. Fish and Wildlife Service, County of Los Angeles, El Dorado Nature Center, City of Newport Beach, and the Aquarium of the Pacific.

9.1 — Primary Contact Information

9.1.1, Company Ownership	Los Cerritos Wetlands Stewardship, Inc. is a California non-profit corporation incorporated on July 24, 2000.
9.1.2, 9.1.3, Office Location	6289 East Pacific Coast Highway Long Beach, CA 90803
9.1.4, Full- & Part-time Employees	LCWS has five full-time employees, all Long Beach residents. LCWS has five part-time employees, all but one Long Beach residents.
9.1.5, Address Employees Assigned From	Employees are assigned from the address above.
9.1.7, Contact Information	Lenny Arkinstall 6289 East Pacific Coast Highway Long Beach, CA 90803 (562) 225-4669

9.1.7, Company Background & History



In 1994 Lenny Arkinstall, Founder and Executive Director of the Los Cerritos Wetlands Stewards, made it his personal goal to completely clean up the Los Cerritos Wetlands in Long Beach. This was a feat previously attempted, but never achieved. While accomplishing this goal he began inundating himself in our local coastal salt marsh habitats by networking with local experts and by taking courses at local universities. Soon, Lenny himself became recognized as one of those experts. Since then, the Los Cerritos Wetlands Stewards have grown into a student-oriented, non-profit organization that specializes in restoring, maintaining, enhancing, managing and researching an assortment of urban wetland, marine, and upland habitats. By implementing an adaptable management approach, the Stewards engage each project with an open-mindedness that allows for everyone to better experience and appreciate the diverse natural habitats southern California has to offer.

Originally, the Stewards' main focus was habitat maintenance for the City of Long Beach, which included eradication of non-native invasive weeds, mulching, planting native plants, and the removal of debris and other trash at several sites. As time passed, our knowledge of these urban habitats grew, and as we worked, more people began to ask us questions about what we do. More importantly, they asked us *why* we do what we do. Eventually, public education became one of our most significant missions.

Over the past 15+ years we have worked with students of all ages. Our educational programs attempt to highlight the significance of native habitats in urban areas and we truly enjoy being able to involve the community in the work that we do. The Stewards maintain an excellent, long-term working relationship with all departments in the City. We work closely with City Manager Pat West and members of the City Council, especially those representing the districts with sites covered in the RFP, Suzie Price and Suja Lowenthal.

With the exception of the Bluff Park Slope, every site in the RFP was either built or repaired by the Los Cerritos Wetlands Stewards, and they have since been maintained without any complaints. Lenny Arkinstall has spent most of his life in and around Long Beach, often on the water. His 20 years of service to the City, voluntary or contracted, is invaluable. Lenny's unparalleled institutional knowledge of how these sites work, how they are best maintained, and how they should be operated are invaluable, especially given the regular turnover of City staff.

The Los Cerritos Wetlands Stewards are a Non-discriminating Equal-Opportunity Employer. We have an employee handbook that must be read and signed, which addresses all of the tasks specified in the RFP. One of our most important ideals is that all employees must respect and be kind to the community. We are a customer-oriented organization. We often hire current and graduate students to help kick off their careers, as we generally find these young people to be very bright, with good work ethics. Our employees are paid well above the minimum wage and receive raises as warranted. Depending on their skill level, they are paid over the state average for the tasks they perform. All employees start at a starting wage, and once they have passed our naturalist training program they receive a pay raise. Many of our former young employees have gone on to have successful careers, and we could not be more proud of them.

The Los Cerritos Wetlands Stewards work with the Pacific Gateway Youth Opportunity Center for at-risk youth. When we find kids who show promise and who need a break, we hire them. All of the at-risk youth go through basic work skills training.

Much of our history is relevant to this RFP:

- LCWS has partnered with Los Angeles County Flood Control Maintenance, the AES Power Plant and the City of Long Beach to control the main source of floating debris in Los Cerritos Channel (Alamitos Bay). Mr. Arkinstall is functioning as a consultant to these entities on barrier placement and adjustment to facilitate trash collection and removal during storm seasons.
- Mr. Arkinstall works closely with biologists from the California Department of Fish and Wildlife to properly manage and maintain wetlands. Duties include debris removal, eradication of unwanted plants, mitigating issues

between homeowners and the City, as well as acting as a liaison between environmental groups and the City.

- The City contracted with Mr. Arkininstall to install and maintain a deflection barrier at Catalina Terminal to keep floating debris from entering the area from the Los Angeles River. Mr. Arkininstall periodically adjusts, cleans, and maintains the deflection barrier.
- Mr. Arkininstall has, in cooperation with the City, deployed a deflection boom to contain floating debris as it recedes during an outgoing tide. He conducted research and development that for the debris skimmers that now patrol some of the City's most visible commercial areas, demonstrating daily our City's commitment to clean, debris-free waterways.
- LCWS is responsible for cleaning and maintaining the Colorado Lagoon as part of a maintenance contract with the City. Mr. Arkininstall cleans the shoreline, provides garbage receptacles, monitors trash cans before overflow makes its way into the lagoon via wind or birds, and he conducts awareness programs for park visitors on the importance of using trash receptacles.
- LCWS was a major partner in the construction of the Jack Dunster Marine Reserve. LCWS is contracted by the City to maintain the health of the entire native habitat and adjacent waterways. Mr. Arkininstall functions as a customer service representative of the City to the nearby homeowners, encouraging them to contact the proper city officials, attending the association meetings, answering questions via telephone and email and conducting tours of the reserve.
- Rainbow Lagoon is a saltwater lagoon located in the heart of the City. High profile events such as the Grand Prix and convention center expositions take place in full view of this small body of water. Mr. Arkininstall is charged with keeping the lagoon free of debris and dealing with the ecological shortcomings of the lagoon such as the aquatic weeds that plague it. Mr. Arkininstall manages the lagoon using natural correction methods rather than chemical treatment or expensive machinery. Operations include hands-on SCUBA application to repair and maintain plumbing, fountains, and aerators.
- Mr. Arkininstall functioned as a consultant to former U.S. Wildlife manager John Bradley concerning the deployment of a test boom across the mouth of the wetland, protecting the marsh from activity in Anaheim Bay and Huntington Harbor.
- Mr. Arkininstall has provided a free and clear environment for the wildlife that inhabits this now pristine salt marsh from which we take our name. Mr. Arkininstall manages the wetland located on private property by keeping "hot spots" clean, clearing debris at high tide by boat to minimize damage to native vegetation. Mr. Arkininstall has won several grants to purchase and maintain a boom designed to both keep floating debris from entering the habitat and allow access via kayak for interested visitors. It has been said that the Los Cerritos Wetlands, due to our efforts, is the cleanest coastal

estuary on the entire west coast. The habitat and Mr. Arkinstall have been featured on the National Geographic Channel news program, California's Gold (with Huell Houser) as well as several local television programs here in Long Beach. Recently, in 2015, he was featured on ABC News worldwide.

Other key, full-time personnel:

- Grady Van Hooser, a 23-year-old Long Beach resident, is Lenny's right-hand man and the Stewards' main Superintendent. He has worked with us since 2007, when he was only 15. Grady graduated from Long Beach Polytechnic High School in 2009, and has taken more than 60 college units at Long Beach City College with the intention of obtaining a Bachelors degree in the next few years. During the past eight years, Grady has gained knowledge in all the different types of sites the Stewards maintain and the different approaches used to complete tasks. In 2013, he obtained my Qualified Applicators License (QAL) from the Department of Pesticide and Regulation (DPR) in the following categories: B (Landscape Maintenance), C (Right of Way), and F (Aquatic).
- James DeYoung is a 23-year-old naturalist born and raised in Long Beach, California. After graduating from San Francisco State University with a degree in environmental sustainability and social justice, James worked with the Golden Gate National Parks Conservancy performing riparian habitat restoration and volunteer coordination throughout the Bay Area. He also established a strong background in youth environmental education before returning to his hometown to serve with the Los Cerritos Wetland Stewards. As an Eagle Scout, James believes strongly in the stewards mission to conserve and preserve the ecosystem services provided by the wetland habitat in Long Beach.
- Robert Meza is 21-year-old Long Beach resident who has been a Steward for two years, and who shows good potential to grow with us for years to come. His duties are to supervise Community Service workers, do the heavy duty lifting, and work with all power tools.
- Gladis Van Hoover is a weekend supervisor and runs all weekend tours with the public. She is a fifth-year senior studying Liberal Studies at CSULB. She will be certified in Bilingual Education. Gladys is in the first generation in her family to graduate from a university. She started as a volunteer with the Los Cerritos Wetlands Stewards and was eventually hired as a worker about three years ago, and now she supervises a crews on the weekends.
- Zack Dworzan is the Stewards' fire and safety officer. He has been working with us for nearly two years. He completed training at Susanville Training Center for fire fighting in 2012, and is chainsaw certified with a minor in electrical work. Zack is a jack of all trades who can fix anything. He is also a skilled freehand artist.
- James Thomas, a weekend worker, has been working with the Stewards for

15. He is a graduate of Calvary Chapel Bible College and the chaplain at the Santa Ana city jail. James can do any tasks, and also runs our eco-therapy program for volunteers who need help turning their lives around.

9.1.8, Length of Time Providing Services LCWS has been providing services such as those specified in the RFP since 2000.

9.3 — References

L.A. County Dept. of Public Works
Flood Control District
Flood Maintenance Division
Contracted to corral debris for collection in Los Cerritos Channel, Alamitos Bay
Dates: 2000-2009
Dan Sharp
(562) 861-0316

City of Newport Beach
Beach dune restoration and plan approval from Coastal Commission
Dates: 2007-Present
Dave Kiff, City Manager
(949) 644-3000

Greater Los Angeles County Vector Control District
Vegetation clearance for Vector Control access and mosquito fish habitat
Dates: 2010-Present
Mark Daniel, Director of Operations
(562) 944-9656

City of Pasadena
Assisted forestry department in clearing trees damaged by major wind event.
Dates: January-December, 2011
Jana Stewart, office of the Mayor and City Council
(626) 744-6757

City of Long Beach
Major maintenance of sites described in this RFP
Dates: 2000-Present
Ed Gahafer
(562) 577 7971

State of California
LCWA
Homeless Liason incharge of homeless remediatiion.
Maintenance, mainly fire clearance/fence repair.
Creator of Stewardship Program.
Current contract.
Luz A. Quinnell, Staff Biologist
San Gabriel and Lower Los Angeles
Rivers and Mountains Conservancy

100 Old San Gabriel Canyon Road
Azusa 91702
626-815-1019 ext 110
cell: 626-703-7159

City of Long Beach
Market Place Marsh.
Manager of property, duties include meetings, fire clearance,
keep in compliance all regulators.
Contract current.
Johnny M. Vallejo
Project Manager

City of Long Beach | Economic & Property Development Department
T 562.570.6792 F 562.570.6380
333 West Ocean Blvd., 3rd Fl | Long Beach, CA 90802
Johnny.Vallejo@longbeach.gov

Addendum 1

Addendum No. One RFP No. PR15-023

Page 2

Prepared By Anne Takii Date: November 30 2015
Buyer I

Acknowledged By LOS CARRITOS WETLAND STWARDS INC
Company Name

KIMBER AARONSON
Print Name

CRG
Title

[Signature]
Signature

12/1/15
Date

Addendum 2



City of Long Beach

Department of Financial Management
Purchasing Division
333 W. Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

12/01/15

NOTICE TO PROPOSERS

ADDENDUM NO. 2: Revisions to the RFP

RFP No. PR16-023:

Maintenance and Management of Environmentally Sensitive Areas

The acknowledgement at the end of this document needs to be signed and included with your proposal. This addendum changes and supersedes the language in the original RFP.

- The Awarded Contractor shall be required to have a state license for the spraying with the California Department of Pesticide Regulation, and to be registered with the Los Angeles County Agricultural Commissioner / Weight & Measures, Environmental Protection Bureau, to be able to perform the spraying.
- The Awarded Contractor shall also be required to have an employee or subcontractor with a California State Qualified Applicator Certificate (QAC) in **Category C** for the right-of-way. The Awarded Contractor shall be responsible for spraying on the sidewalk areas.
- The Awarded Contractor shall be responsible for having the required insurance coverage to be able to perform the scope of work in this project, as it relates to spraying.

Prepared By: Anne Taki Date: December 1, 2015
Buyer I

Acknowledged By: LOS GARITOS WETLAND STWARDS INC.
Company Name

LEONARD ARKINSALL
Print Name

CEO
Title

[Signature]
Signature

12/9/15
Date

Addendum 3



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd 7th floor Long Beach California 90802
p 562 570 6200

12/02/15

NOTICE TO PROPOSERS

ADDENDUM NO 3 Q & A

RFP No PR16-023

Maintenance and Management of Environmentally Sensitive Areas

The acknowledgement at the end of this document needs to be signed and included with your proposal. This addendum changes and supersedes the language in the original RFP.

1. Q Will herbicide treatment be necessary at Manne Stadium to control weeds. If so, will this be handled by City Staff or the Contractor?
A. Yes, the Contractor shall be responsible to provide these services.
2. Q In Section 7.10.1 does "bi-monthly" mean 2 times per month or every 2 months?
A. Bi-monthly means twice per month.
3. Q For section 7.10 is this scope specific to only the areas recently planted with native vegetation (Shotcrete Areas 1, 2, and 3 and Baby Park)?
A. No, 7.10 should apply to entire bluff with considerations that 1, 2, 3 and (likely) have been freshly planted.

Prepared By Anne Takai Date December 2, 2015
Buyer I

Acknowledged By LEONARD STOWARD INC.
Company Name

LEONARD STOWARD Title CEO
Print Name

[Signature] Date 12.2.15
Signature

Certification of Non-Profit Corporation

State of California
Secretary of State
CERTIFICATE OF STATUS

ENTITY NAME:

THE LOS CERRITOS WETLANDS STEWARDSHIP, INC.

FILE NUMBER: C2195015
FORMATION DATE: 07/24/2000
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of April 07, 2015.

ALEX PADILLA
Secretary of State

NSS

NSP-25 (REV 01/2015)

Los Angeles County Herbicide Applicator License

County of Los Angeles

No. 6000483

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2015

Name: LOS CERRITOS WETLAND STEWARDSHIP 562-225-4669
TELEPHONE

Address: 6289 EAST PACIFIC COAST HWY LONG BEACH CA 90803 ST
STREET CITY STATE ZIP

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- | | |
|--|---|
| <input type="checkbox"/> (A) Residential, Industrial and Institutional | <input type="checkbox"/> (I) Animal Agriculture |
| <input type="checkbox"/> (B) Landscape Maintenance | <input type="checkbox"/> (J) Demonstration and Research |
| <input checked="" type="checkbox"/> (C) Right-of-Way | <input type="checkbox"/> (K) Health Related |
| <input type="checkbox"/> (D) Plant Agriculture | <input type="checkbox"/> (L) Wood Preservatives (Subcategory of A and C) |
| <input type="checkbox"/> (E) Forest | <input type="checkbox"/> (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A) |
| <input checked="" type="checkbox"/> (F) Aquatic | <input type="checkbox"/> (N) Sewer Line Root Control (Subcategory of A) |
| <input type="checkbox"/> (G) Regulatory | <input type="checkbox"/> (O) Field Fungicide |
| <input type="checkbox"/> (H) Seed Treatment | <input type="checkbox"/> (Q) Maintenance Gardener |
| <input type="checkbox"/> (P) Microbial Pest Control | |

Agent: GRADY VAN ROOSER
 State Business License No. 40072


 Agricultural Commissioner/Director of Weights and Measures
 County of Los Angeles
 Date: June 10, 2015

Form PLS 05 (2-09)

Testimonials

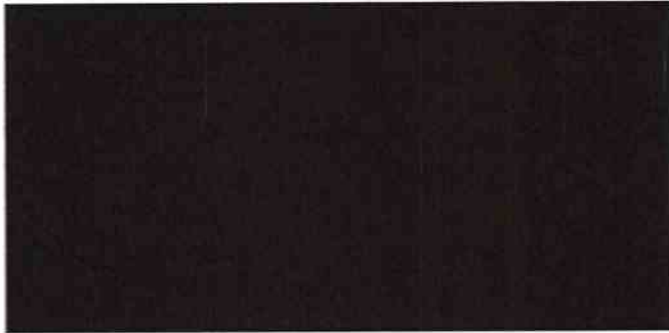
CALIFORNIA COASTAL COMMISSION

400 MARSH STREET, SUITE 2000
SAN FRANCISCO, CA 94102-1014
PHONE (415) 774-1000
FAX (415) 774-1000
TDD (415) 774-1000



Via Regular U.S. Mail

October 15, 2014



Subject: Final Monitoring Plan - Compliance with Consent Cease and Desist Order CCC-06-CD-01 and Consent Restoration Order CCC-06-RO-01

Dear [REDACTED]

The purpose of this letter is to confirm that, after review of your final monitoring report titled "Newport Beach Dune Restoration Project, Dune Vegetation Monitoring Report," May 2014, by Los Cerritos Wetlands Stewards, Inc., the Executive Director of the California Coastal Commission ("Commission") has determined that you have satisfied your obligations under Section 3.0 of the Consent Orders and you have met the success criteria established by the approved Restoration Plan, and no further restoration work is required of you.

As I have conveyed to some of you during phone calls and in person at the restoration site, the restoration that occurred here is one of the most successful we have seen. During three separate occasions over the various phases of the restoration, we have presented this success to the Commission to highlight how you all have turned a difficult situation into a very positive outcome, enhancing some of the rarest coastal habitats on the southern California coast. We would like to thank you once again for all your cooperation, work, and efforts in complying with the Consent Orders and successfully restoring the native dune habitat at this location.

¹ Section 1.0 of the Consent Orders requires you to cease and desist from engaging in any further unpermitted development on the property, and therefore this remains an ongoing obligation of you.

As was found by the Commission, and as we have discussed in the past, the sandy beach area that is the subject of the Consent Orders is an *environmentally sensitive habitat area*. In conversations with your restoration specialist we have learned that not only have the native plants re-established here, but the restored native dune complex has attracted a number of different animal species that live in this dune habitat including dune beetles, lizards, and butterflies, once again indicating a highly successful restoration. We will continue to work collaboratively with the City of Newport Beach and respective resource specialists to ensure the protection of this area and to find ways to enhance other degraded dune systems in the area.

If you have any questions please do not hesitate to call me at 562-590-5071.

Sincerely,



Aaron McLendon
Statewide Enforcement Supervisor

cc:



Lenny Arcusata, Los Coenos Wetlands Stewards, Inc.
Drenda Wignoski, City of Newport Beach
Michelle Clemente, City of Newport Beach

To Whom It May Concern:

It is my pleasure to highlight my partnership with Leonard Arkininstall, the Executive Director of the Los Cerritos Wetlands Stewards has done in the City of Long Beach. I have had the privilege to have known and work with Leonard Arkininstall since 2010 Leonard Arkininstall was a vital partner to my youth base programs at the Youth Opportunity Center over the last two years. Leonard Arkininstall has provided work opportunities, leadership, and most important mentorship to at risk youth. He has given them a sense of accomplishment and pride compared to the constant criticism and hopelessness that most of the youth have experienced. Leonard's organizational skills and his experience made working with him a very smooth partnership. At any point where I was in need for a partner and or projects for Long Beach youth to participate, Leonard was always available and open to receiving them. As a result of this collaborative work; the Los Cerritos Wetlands, Marine Stadium, Rainbow Lagoon, The Marina docks, have been restored and maintain for the benefit of every person and the City of Long Beach.

Leonard Arkininstall has been an asset to the City of Long Beach and without his diligent work to both the people and environment; I would have not had the opportunity to give about 75 youth a place to work, learn, and grow. It would behoove our community to have Leonard Arkininstall to continue to work in his full capacity what he does best, which is be a champion for nature and a friend to the community of Long Beach.

Sincerely,

Cristobal Morales
Program Specialist.



University of San Francisco
Department of Environmental Science
2130 Fulton Street
San Francisco, CA 94117

July 30, 2008

Department of Parks, Recreation and Marine
City of Long Beach
Long Beach, CA

Dear Department of Parks, Recreation and Marine

I'm writing in support of Lenny Arkinstall's application to renew his contract with the City of Long Beach for maintenance and management of Los Cerritos Wetlands.

Lenny took a class with me over a decade ago on wetland ecology. I was impressed then with Lenny's in-depth knowledge of local wetland organisms and ecology, and I know that he's maintained his interest in and participation with the management of southern California wetlands.

His local knowledge and experience make Lenny an outstanding candidate for this work and I recommend him strongly. If you have any questions, don't hesitate to contact me for more information.

Sincerely,

A handwritten signature in black ink that reads 'John Callaway'.

John Callaway



CALIFORNIA STATE UNIVERSITY, LONG BEACH

ENVIRONMENTAL SCIENCE AND POLICY

29 July 2008

Phil T. Hestor, Director
Department of Parks, Recreation, and Marine
City of Long Beach
333 W. Ocean Blvd
Long Beach, CA 90802

Dear Mr. Hestor:

I highly recommend that the City of Long Beach award and extend its contract with Leonard Arkinstall, Executive Director of the Los Cerritos Wetlands Stewards, for the care of wetland and upland habitat in the City of Long Beach.

The Environmental Science and Policy BA and BS degree program selected the Los Cerritos Wetlands as its study site for the senior capstone course in the major, and I have worked with Mr. Arkinstall since this course was first offered in 2005.

Mr. Arkinstall is a specialist in wetland habitat and restoration specific to the Long Beach area. He has formal training with foremost experts in wetlands restoration and wetlands ecology, including Professor Joy Zedler (Professor of Botany and Aldo Leopold Chair in Restoration Ecology at the University of Wisconsin) and Professor John Callaway (University of San Francisco) among others. He has also completed college coursework in horticulture, marine biology, and island ecology (the study of isolated ecosystems such as Los Cerritos Wetlands and Sims' Pond), as well as coursework from the Santa Ana Botanical Gardens on seed collection, water conservation, native plants, and propagation.

Mr. Arkinstall has over a decade of experience, working with an extensive and growing group of experts, students, and the general public, managing and restoring wetlands and marine ecosystems. Most recently, Mr. Arkinstall designed a dune ecosystem restoration project for Newport Beach, and received California Coastal Commission approval to implement the project, working in collaboration with CSU Long Beach Professor George Hart. He designed and built the shoreline plant exhibit for the Aquarium of the Pacific. Annually for the last 6 years, Mr. Arkinstall has offered seminars on urban ecosystem maintenance for the national park service and the California Department of Parks and Recreation, at UCLA's Lake Arrowhead conference center. Mr. Arkinstall collaborates with Eric Zahn (lecturer in Biology and Environmental Science and Policy, CSU Long Beach) on a number of projects, including management of acquisitions by the Los Cerritos Wetlands Authority. Mr. Arkinstall's interaction with disadvantaged, local high school students has changed their lives, inspiring some to pursue university degrees. Some of his student workers have become majors in Environmental Science and Policy at CSU Long Beach.

1250 BELLFLOWER BOULEVARD • LONG BEACH, CALIFORNIA 90840-4607 • 562/985-8097 • FAX 562/985-5352
prog-esp@csulb.edu • <http://www.csulb.edu/programs/es-p>



DEPARTMENT OF FISH AND GAME

South Coast Region
4949 Viewridge Avenue
San Diego, CA 92123
(858) 467-4201

July 30, 2008

Long Beach Department of Parks, Recreation and Marine
2760 Studebaker Road
Long Beach, CA 90815-1697

Lenny Arkinstall

To Whom It May Concern:

It has come to my attention that Mr. Arkinstall is being considered as a potential contractor to continue maintenance and improvements on open space for the City of Long Beach for land set aside for its natural features. I have known Lenny for over four years through his work within the City on wildlands/open space. I am a botanist and ecological restorationist for the Department of Fish & Game's South Coast Region serving the many Department owned Ecological Reserves and Wildlife Areas. I have met and worked with many contractors and volunteers. Lenny is unique in his combination of knowledge, experience, cooperativeness, dedication, zeal, affability, local knowledge and much more. All qualities closely connected to his work maintaining natural habitats in urban areas. He is long-time, local resident, a serious stakeholder in his own "backyard". This is a very valuable attribute in my estimation.

Over the years I have worked with Lenny in a variety of ways at the Long Beach Greenbelt, Los Cerritos Wetlands, Sim's Pond, Catalina Island and other locations. I have trained him formally and informally in wildland management as it pertained to the lands in question. All interactions have been positive and productive. Other colleagues in the Department have given him praise for his work in the Long Beach area. Lenny is a serious practitioner of wildland habitat restoration and maintenance and has acquired much practical local experience and recognition for his efforts. I look forward to continuing discussions with him on the management of wildland open space anytime.

I suggest that the attributes embodied in Lenny Arkinstall's experience, knowledge and demeanor makes him highly qualified in habitat maintenance, restoration and restoration experimentation.

Yours truly,

John R. Ekhoﬀ
Associate Biologist (Ecological Reserve Botanist)
South Coast Region
Lands Program
(858) 467-4205
jekhoﬀ@dfg.ca.gov



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2000 GRAND AVENUE • LONG BEACH, CALIFORNIA 90801 • (562) 570-4000

To Whom It May Concern:

I am very pleased to write this letter of recommendation for Mr. Leonard Arkininstall.

Mr. Arkininstall has been a professional in the conservation of waterways and restoration of estuarine habitats for fifteen years, with consistent dedication and loyalty. He has participated in the conservation of Sim's Pond Biological habitat to control mosquito populations. He helped develop biological methods to control mosquito populations for the Long Beach Department of Health and Human Services Vector Control Program. In his current position the Executive Director of the Los Cerritos Wetlands Stewards Program, he is a successful director; therefore he has successful management skills to maintain the programs objectives to educate the importance of wetland management also the conservation of estuarine habitats.

From my vintage point of nearly twenty years as a public health professional, working in the field of Vector Control I firmly believe that Mr. Arkininstall has all the qualities to direct this position.

Sincerely,

H. Lamar Rush
Vector Control Program Project Coordinator
(562) 570-4090



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: May 22, 2015
EXPIRES: December 31, 2016

**PEST CONTROL BUSINESS MAIN
LICENSE**
LICENSE NO. 40072

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

LOS CERRITOS WETLAND STEWARDSHIP INC
6289 E P.C.HWY
LONG BEACH, CA 90803

Business Location

LOS CERRITOS WETLAND STEWARDSHIP INC
6289 E P.C. HWY
LONG BEACH, CA 90803

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
 OWNERSHIP NON-TRANSFERABLE

ACCOUNT BU20934280

***** LICENSE HOLDER -- PLEASE NOTE *****

THE BOTTOM PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE SECTION AT (562) 576-6211.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE SECTION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
 OWNERSHIP NON-TRANSFERABLE

4280

ACCOUNT BU20934280

DATE 07/08/15

LICENSE EXPIRES ON 07/01/16

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF BUSINESS: CONSULTING
 LOCATED AT 6289 E PACIFIC COAST HWY F41
 PRODUCT: ENVIRONMENTAL



LOS CERRITOS WETLANDS STEWARDSHIP I
 PO BOX 81
 SUNSET BEACH CA 90742-0081

AUTHORIZED BY JOHN GROSS
 DIRECTOR OF FIN MGMT



Associated Students Incorporated
California State University, Long Beach
1212 Bellflower Boulevard
Long Beach, CA 90801-5495

December 12, 2008

Lenny Arkinstall
Los Cerritos Wetlands, Inc.
6289 E. Pacific Coast Highway
Long Beach, CA 90803

Dear Lenny Arkinstall,

Thank you for your participation in this year's Eco Week at CSULB. The Conservation Commission appreciates your time and assistance in making the event such a success. We hope to be contacting you to participate for Earth Week in April 2009 or for Eco Week 2009 next fall.

We look forward to building a lasting relationship with you and your company.

Thank you,

Keith Schwanemann
Conservation Commissioner
Associated Students, Inc.
California State University, Long Beach



**National
Recreation
and Park
Association**

32377 Belmont Ridge Rd.
Ashburn, VA 20119-4502
703-858-0753
Fax: 201-438-0788
www.nrpa.org

November 28, 2006

Lenny Arkinfall
Founder
Los Cerritos Wetland Steward
6289 Pacific Coast Hwy. - F-39
Long Beach, CA 90803

Dear Lenny,

On behalf of the National Recreation and Park Association and the Pacific Southwest Maintenance Management School Board of Regents, I would like to thank you for your participation in this year's school in Lake Arrowhead, California, November 12-17, 2006.

The school would not be as successful without the involvement and knowledge of dedicated speakers such as yourself. Thank you for your time and expertise.

If you have any questions or feedback for next year's school, please feel free to contact me.

The session evaluation results will be sent to you via email in the next couple of weeks. If you have any questions, please don't hesitate to contact me, dbombard@nrpa.org, or 703.858.2187.

Sincerely,



Diane C. Bombard
Meeting Manager



EXHIBIT “B”

Rates or Charges

The Los Cerritos Wetland Stewardship, Inc.



Cost Proposal in Response to
Service Contract RFP No. PR16-023
City of Long Beach
2015

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 \$364,800 to be invoiced monthly for 12 equal installments of \$30,400. 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:
\$44,400 per year, billed monthly at \$3,700 per month.
2. Jack Dunster Marine Biological Reserve
\$44,400 per year, billed monthly at \$3,700 per month.
3. Colorado Lagoon
\$51,600 per year, billed monthly at \$4,300 per month.
4. Rainbow Lagoon
\$42,000 per year, billed monthly at \$3,500 per month.
5. Rainbow Harbor
\$33,600 per year, billed monthly at \$2,800 per month.
6. Sims' Pond
\$30,000 per year, billed monthly at \$2,500 per month.
7. Pacific Electric Right-of-Way (PEROW) Greenbelt
\$34,800 per year, billed monthly at \$2,900 per month.
8. Marine Stadium
\$30,000 per year, billed monthly at \$2,500 per month.
9. Bluff Park Slope
\$54,000 per year, billed monthly at \$4,500 per month.

Total Annual Contract Sum: **\$364,800.00**

STATEMENT OF COMPLIANCE

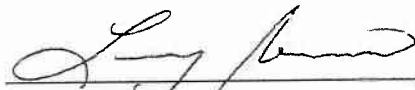
This proposal is in strict compliance with the Request for Proposal and Draft Agreement, and no exceptions to either are proposed.

Narrative/Technical Proposal in Response to
Service Contract RFP No. PR16-023
City of Long Beach 2015

This proposal is respectfully submitted on behalf of The Los Cerritos Wetlands Stewardship, Inc. (LCWS) by Leonard Arkininstall to and for the City of Long Beach, California (the City).

The contents of this document are for the sole purpose of evaluating the suitability of LCWS in consideration for the maintenance and management of environmentally sensitive areas as specified in the City's request for proposal number PR16-023, and should not be viewed by, distributed to or duplicated for any other agency or party without the expressed permission of LCWS.

Thank you for your consideration.



Leonard Arkininstall

12/11/15

Date

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

EXHIBIT “C”

City’s Representative:

Donald Easterby, Superintendent of Beach
Maintenance

(562) 570-8918

EXHIBIT “D”

Materials/Information Furnished: None



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

11/30/15

NOTICE TO PROPOSERS

ADDENDUM NO. 1: Revisions to RFP

RFP No. PR16-023:

Maintenance and Management of Environmentally Sensitive Areas

The acknowledgement at the end of this document needs to be signed and included with your proposal. This addendum changes and supersedes the language in the original RFP.

- The Awarded Contractor shall be required to perform weed abatement spraying in all contract areas, as part of the scope of work of this RFP.
- The Awarded Contractor shall be required to have at least one employee or sub-contractor with a current Qualified Applicator Certificate (QAC) in Categories B and F from the California Department of Pesticide Regulation. In addition, the Awarded Contractor shall be responsible for verifying and collecting proof thereof that sub-contractors comply with all applicable contractual insurance requirements, including naming the City and the Awarded Contractor as additional insureds, prior to performing any work under contract. Proposals shall include the name of the employee(s) or sub-contractor business name that have current QACs.
- The Awarded Contractor shall include in their cost proposal a separate line item for the cost of one (1) trash trap that meets the specifications listed in Exhibit 9.
- The Awarded Contractor shall be responsible for the disposal of all debris and waste, including water-borne trash, in the Rainbow Lagoon & Golden Shore Marine Biological Reserve.
- Exhibit 7 is hereby amended to more accurately reflect the areas of responsibility for each of the three entities that currently maintain Colorado Lagoon and its surrounding areas. (See attached).

Prepared By: Anne Takii Date: November 30, 2015
 Buyer I

Acknowledged By: _____
 Company Name

Print Name

Title

Signature

Date



Legend

- FOCL Area 3.33 ac.
- Interfidal Contract Area 4.36 ac.
- PRM Contract Area 4.73 ac.

Colorado Lagoon

