

**BID NUMBER PA-01808 rev1**  
**TO: CITY OF LONG BEACH**  
**CITY MANAGER**  
**ATTN: CITY CLERK**  
**333 West Ocean Boulevard, Plaza Level**  
**Long Beach, California 90802**



**INVITATION TO BID**  
**Secondary Containment & Repair**  
**Of UST at Sites 11 & WD1**

**CONTRACT NO. 30814**

- 1. COMPLETE CONTRACT:**  
 This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- 2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
 Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- 3. AMOUNT TO BE PAID:**  
 The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- 4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NGTIFICATION:**  
 When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- 5. DECLARATION OF NON-COLLUSION:**  
 The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

**EXECUTED AT:** Artesia Calif. ON THE 15th DAY OF July, 20 08.  
CITY STATE MONTH

**COMPANY NAME:** FR CONSTRUCTION INC. **TIN:** XXXXXXXXXX  
(FEDERAL TAX IDENTIFICATION NUMBER)

**STREET ADDRESS:** 17125 ROSETON **CITY:** ARTESIA **STATE:** CA **ZIP:** 90701

**PHONE:** 562 860-6593 **FAX:** 562 860-6953

**S/** [Signature] President  
(SIGNATURE) (TITLE)

FRANK LOPEZ frconstruction@verizon.net  
(PRINT NAME) (EMAIL ADDRESS)

**S/** [Signature] V. President  
(SIGNATURE) (TITLE)

Renee G. Lopez frconstruction@verizon.net  
(PRINT NAME) (EMAIL ADDRESS)

**ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.**  
**NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.**  
**NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.**

**IN WITNESS WHEREOF** the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

**THE CITY OF LONG BEACH**  
**BY** [Signature] [Signature]  
Director of Financial Management Date

**APPROVED AS TO FORM** 9-5, 20 08.

**ROBERT E. SHANNON**  
**CITY ATTORNEY**  
[Signature]  
Deputy

**BID NUMBER PA-01808 rev1**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

Corporation  State of California  
Partnership  State of \_\_\_\_\_  
                  General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of \_\_\_\_\_

**Composition of Ownership (more than 51% of ownership of the organization):**

**OPTIONAL**

**Ethnic (Check one):**

Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

**Non-ethnic Factors of Ownership (check all that apply):**

Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65

Is the firm certified as a Disadvantaged Business:  Yes  No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes  No

Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
  - CORPORATE OFFICER
- \_\_\_\_\_  
TITLE(S)
- PARTNER(S)       LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER:
- \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### 5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

### 7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

### 8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

**INSTRUCTIONS TO BIDDERS**

**10. PUBLIC WORK AND PREVAILING WAGES:**

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

**11. RIGHT TO REJECT:**

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**12. SAMPLES:**

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

**13. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

**14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBEs, and OBEs) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/diversity> for more information on the City's Diversity Outreach Program.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: CA ELECTRIC  
Address: 10812 Sherman, Bell, CA.  
Commodity/Service Provided: ELECTRICAL.

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)  
Black ( ) American Indian ( )  
Hispanic (✓) Other Non-white ( )  
Asian ( ) Caucasian ( )

Certified by: \_\_\_\_\_  
Valid thru: \_\_\_\_\_  
Dollar value of participation: \$ \_\_\_\_\_

**15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:  
CITY OF LONG BEACH  
CITY CLERK  
333 W OCEAN BLVD/PLAZA LEVEL  
LONG BEACH CA 90802

**BID DUE DATE:** July 15, 2008  
**TIME:** 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC)  
LENORE BLUEFORD (562) 570-5384  
BUYER TELEPHONE NUMBER
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)  
FRANK NEELY (562) 570-5457  
DEPARTMENT CONTACT TELEPHONE NUMBER

**16. BID OPENING PROCEDURES:**

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy **not** to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will **not** be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the **apparent** low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

**CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.**

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

**INSTRUCTIONS TO BIDDERS**

**17. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

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

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

**18. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

## CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

## CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.



## **CONTRACT – GENERAL CONDITIONS**

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugene Fong at 562-570-5023 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:**

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

### **CONTRACT – GENERAL CONDITIONS**

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

## **SPECIAL CONDITIONS**

### **CONTRACT PERIOD:**

This is a one-time purchase for the secondary containment repair and upgrade project for underground storage tank (UST) sites 11 and WD1.

The Contract term shall be twelve (12) months from date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Contractor of such date upon award of the proposed Contract. This Contract may be extended by mutual agreement of the parties for up to two (2) additional one (1) year periods, or until completion, in accordance with the terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor ninety (90) days prior to the expiration date. The Contractor shall be required to submit any proposed price increases to the City Purchasing Agent for approval at least sixty (60) days prior to expiration of the Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

### **FUTURE AMENDMENTS:**

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Council and executed by the Contractor and the City.

### **ADDENDUM:**

Bidders shall check the purchasing web page at [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addendums incorporated into this bid. Failure to include the addendum(s) with the bid will cause the bid to be rejected.

### **BASIS OF AWARD OF CONTRACT:**

**The City reserves the right to award portions of this bid to one or more Contractors.**

Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

Award may be made to different Contractors for all items for the sections listed below, or on an "all or none" basis to one Contractor. The Bidder must quote on all items within each section, or the bid for that section will be deemed not responsive.

## **SPECIAL CONDITIONS**

### **REFERENCES:**

The Contractor shall furnish, with the bid on a separate sheet, a list of five (5) current customers (including company name, street address, telephone number, and contact person) for whom the Contractor has provided similar service. The City intends to contact these customers to determine reliability, performance, and other information. Failure to include this information may void the bid if the City has no prior experience with the Bidder.

### **PERMITS, LICENSES, AND CERTIFICATES:**

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations, including but not limited to storage and transfer of green waste. Green waste debris is defined as all trimmings, brush, limbs, palm fronds and trunks generated from tree trimming, shrub trimming, and tree or shrub removal operations. Green waste debris may also include up to 1% dirt, litter, etc.

The Contractor shall provide the City with proof of compliance with all applicable permitting and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license related to the storage, collection, composting, re-use, transfer, or disposal of green waste debris or any byproduct or remainder thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all byproducts, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly-licensed facility.

### **QUALIFICATIONS:**

In addition to the qualifications set out in other parts of this Request for Bid, the Contractor must be licensed with the State of California to perform construction and structural repairs on a city owned building and to work on electrical equipment and underground storage tanks. In addition, all workers on site must be qualified, certified and trained to perform the repair and installation of underground storage tanks and sites containing hazardous materials.

**SPECIAL CONDITIONS**

**LICENSE:**

For the purposes of this bid the appropriate contractor's license, hazardous materials certification, and ICC certification is required of the Contractor. Failure to meet this requirement will disqualify the bid.

The undersigned hereby declares that he is a Contractor and has been in business for 0 years; has a valid State of California Contractor's License sufficient to qualify as the Contractor in this case and a current City of Long Beach Business License; and will obtain all required permits. The Contractor must submit photocopies of its license and certificates. Failure to provide requested information and/or documents may disqualify the bid.

California Contractors License No. 831008 Expires: 1/1/2010  
Classification: A Bixby

Hazardous Material Certification No. 831008 Expires: 1/1/2010

ICC Certification No. 5852238 Expires: 2/4/2010

City of Long Beach Business License No. \_\_\_\_\_  
(required upon notification of award)

**WORK AND WORKMANSHIP:**

The Contractor shall thoroughly complete each task in a professional and workmanlike manner, and shall use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

**DAMAGE CAUSED BY THE CONTRACTOR:**

If the Contractor, its employees, subcontractors, or anyone performing work under the Contract on the Contractor's behalf causes damage to any City facility, then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

**INSURANCE:**

Refer to page 9 section 30 of the Contract – General Conditions.

## SPECIAL CONDITIONS

### **BOND PROVISIONS:**

#### **LABOR AND MATERIALS BOND**

The Contractor shall submit a Labor and Materials Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete) \$200,000 (which is 100% of the Contract amount)** and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

#### **FAITHFUL PERFORMANCE BOND**

The Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete) \$100,000 (which is 50% of the Contract amount)** and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

#### **NOTARIAL ACKNOWLEDGMENTS REQUIRED WITH BONDS**

**Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety.** All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

### **SUPPLEMENTAL INFORMATION:**

Following the evaluation of bids, the apparent lowest responsible Bidder will be required to provide supplemental information to be used to 1) evaluate the Bidder's ability to fulfill the terms of the Contract, and 2) determine the relative values and benefits of utilizing a Contractor in lieu of City staff.

**SPECIAL CONDITIONS**

**REFERENCES AND QUALIFICATION REQUIREMENTS:**

Each Bidder shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these Specifications, and shall be engaged in the business of installing USTs by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these Specifications. The Contractor shall be fully licensed to perform the services required under this Contract. The Bidder must present evidence indicative of its ability to finance, provide, and sustain the specified services to the satisfaction of the City. Failure to include any of the following information as requested below may cause the bid to be deemed non-responsive if the City has no recent experience with the Bidder.

**1. Client References:** The Bidder shall furnish, on a separate sheet of paper, a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom the Bidder has provided similar services. The City intends to contact these customers to determine reliability, the Bidder's performance, service, and other information.

**2. General Business Statement:** The Bidder shall furnish a statement of all of the important business activities of the Bidder's major business. This statement should emphasize the required minimum of three (3) consecutive years of recent experience in the provision of the specified services with similar service levels as those required for this Contract.

**3. Work History:** In addition to **Client References**, the Bidder shall furnish a list of all contracts canceled or not renewed within the last five (5) years, giving reason for cancellation or non-renewal. Give names, street addresses, and telephone numbers in each instance.

**4. Contact Information:** The Bidder shall provide contact information under emergency and non-emergency conditions:

**PRIMARY CONTACT:**

NAME: Edna Galindo

TITLE: Office

ADDRESS: 17125 ROSETON, ARTESIA, CA 90701

OFFICE PHONE: 502 800-6593

FAX: 502 800-6953

CELL: 502 702-5774

EMAIL: frconstruction@verizon.net

**SPECIAL CONDITIONS**

**SECONDARY CONTACT:**

NAME:

Frank Lopez

TITLE:

President

ADDRESS:

17125 Roseton Ave, Artesia CA 90701

OFFICE PHONE:

562 860-6593

FAX:

562 860-6953

CELL:

760-594-7828

EMAIL:

frconstruction@verizon.net

**EMERGENCY CONTACT (24/7):**

NAME:

Frank Lopez

TITLE:

President

CELL:

562 762-5714

760-594-7828

**MANDATORY PRE-BID CONFERENCE:**

A MANDATORY PRE-BID CONFERENCE / JOB WALK SHALL BE HELD AT 09:00 A.M. ON 06/24/08 AND BEGIN IN THE LARGE CONFERENCE ROOM AT THE CITY OF LONG BEACH, CITY HALL, 6<sup>TH</sup> FLOOR LARGE CONFERENCE ROOM (333 W. OCEAN BLVD. LONG BEACH, CA 90802). AFTER THE CONFERENCE, THE CONSTRUCTION SITES WILL BE VISITED. TRANSPORTATION WILL BE PROVIDED FROM CITY HALL TO THE SITE AND BACK. ATTENDANCE IS MANDATORY AT BOTH THE CONFERENCE AND JOB WALK (A SIGN IN SHEET AND ROLL CALL AT SITE WILL BE TAKEN). BIDDERS SHALL CONFIRM THEIR INTENT TO ATTEND BY CONTACTING THE CITY OF LONG BEACH PURCHASING DEPARTMENT, LENORE BLUEFORD, BUYER, AT (562) 570-5384 NO LATER THAN 3:00 P.M. ALL BIDDERS THAT DO NOT ATTEND THE MEETING AND VISIT THE JOB SITE WILL HAVE THEIR BIDS DISQUALIFIED.

**SITE INSPECTIONS:**

Bidders shall examine the location, physical conditions and surroundings of the proposed work site to determine the extent to which these factors will influence or affect performance of work. Failure to inspect sites shall not relieve the Contractor from fulfilling the obligations of the Contract. The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications.



## **SPECIAL CONDITIONS**

### **PROJECT BRIEF:**

The City of Long Beach solicits firm, fixed-price proposals from qualified contractors to participate in the Secondary Containment Repair and Upgrade Project for the two UST sites as summarized below.

#### **UST Site 11 - 160 E. Market Street:**

1. Remove the existing 2,000 gallon UST and all associated piping.
2. Replace the existing dispenser and UDC with a new Gasboy Atlas 9800K single-hose dispenser and associated fiberglass Under Dispenser Containment (UDC) system.
3. Using Smith Fiberglass-brand, Red Thread IIA-type double-walled piping, re-pipe the entire UST system.
4. Replace the existing roll-up door with a four-hour, UL-Listed, roll-up fire door.

#### **UST Site WD1 - 1950 Redondo Avenue:**

1. Replace the existing dispenser and UDC with a new Gasboy Atlas 9853K single-hose pumping dispenser and associated fiberglass Under Dispenser Containment (UDC) system.
2. Using Smith Fiberglass-brand, Red Thread IIA-type double-walled piping, re-pipe the entire UST system.

#### **Each UST site, the contractor shall:**

1. Prepare plans and acquire all necessary permits.
2. Make the repairs and upgrades for each site as detailed below.
3. Certify the leak monitoring system and conduct initial secondary containment testing of the UST systems; and six months later, retest as required by Code.

### **SCOPE OF WORK:**

#### **Line Item 1 - UST Site 11; 160 E. Market St.**

##### **Plans and Permitting**

1. Present for approval, a detailed list of all equipment to be installed. Include product literature for the fire door and all UST components.
2. Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA) and the City of Long Beach Planning Department necessary to obtain the required permits for the UST removal, repairs and upgrades to the UST System located at 160 E. Market Street, Long Beach CA 90805. Submit the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning

## **SPECIAL CONDITIONS**

Department. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans, and documentation to Pacific Coast Tank. Note that permit fees will be paid by the City.

3. This job requires a UST permit and an Electrical Permit.
4. If the actual system configuration differs from the plans submitted for permitting, "as-built" plans shall be prepared and submitted prior to the final payment. "As-Built" plans shall include a detailed list of fittings with an accurate, scaled depiction of the final system configuration. The locations of all penetration fittings, joints, and clamshell connectors shall be depicted.

### **Repairs and Upgrades**

1. Replace the existing rear roll-up garage door with a four-hour, UL-Rated, roll-up fire door of similar size. See the attached site plan and photograph.
2. Repair this UST Site so that it complies with the rules and statutes governing secondary containment of UST systems. Specifically note the statutes called out in:
  - a. Title 23, California Code of Regulations, Chapter 16; and
  - b. Chapter 6.7 of the California Health and Safety Code
3. Remove the existing 2,000-gallon, Modern Welding, double-walled glass-clad steel UST and all associated piping. Removal of the UST requires, as a minimum, the following tasks.
  - Disconnect the power to the turbine at the circuit breaker as required by electrical code. Cap wiring conduit in accordance with electrical code and best industry practice.
  - Extract the remaining contents of the tanks in preparation for UST removal. Assume no more than 100 gallons of diesel remains in the tank.
  - Clean and inert the tank so that it is safe to transport.
  - Test tanks and piping for Lower Explosive Limit.
  - A marine chemist or industrial hygienist shall certify UST system components prior to removal.
  - Manifest and dispose of all extracted liquid, and rinse water as hazardous material.
  - Excavate the tank.
  - Manifest, remove, and dispose of the tank and piping.
  - Collect soil and backfill samples as required by the Long Beach CUPA. This requires the presence of a qualified geologist.
  - Analyze soil samples as required by the CUPA.
  - Expedite soil sample analysis so that results are returned within 24 hours.
  - After CUPA approval, backfill the excavation with clean, non-contaminated backfill that has been compacted to 90% maximum density.

## SPECIAL CONDITIONS

- Resurface the area with concrete to match (visually and structurally) the surroundings.
  - The UST removal shall be accomplished in accordance with the City of Long Beach, Department of Health and Human Services "Post Tank Removal Guidelines".
4. Remove all existing underground piping, the existing dispenser, and UDC.
- After all permits are acquired, prepare a detailed construction schedule and present it for approval at a pre-construction meeting hosted by City of Long Beach, Fleet Services.
  - Mark the excavation area and notify Dig-Alert at least two business days prior beginning excavation.
  - Check the excavation area for any buried electrical wiring and/or piping.
  - Flush all piping prior to excavation.
  - Excavate piping runs in preparation for removing all product and vent piping associated with the UST system. Remove the dispenser and UDC.
  - While the underground piping is still in place, a California-certified geologist or a California registered geologist shall take soil samples as required by the City of Long Beach inspector. The soil samples shall be tested as required by the local CUPA. Testing shall be expedited in order to minimize site disruption.
  - Expedite soil sample analysis so that results are returned within 24 hours.
  - After the soil sample analysis is approved by the CUPA, remove the piping. Dispose of it as hazardous material/waste. A HazMat manifest is required.
5. Install a new Dispenser with UDC and re-pipe the UST Site.
- Construct a raised dispenser island large enough for one single-hose dispenser and reel.
  - Install one new Gasboy Atlas 9853KX single-hose (diesel) dispenser and associated full-width fiberglass Under Dispenser Containment (UDC) system. The dispenser shall be oriented parallel to the wall.
  - Re-install the existing hose reel and connect it to the dispenser using new fuel hose.
  - Install new Smith Fiberglass-brand, Red Thread IIA-type double-walled piping between the UST, the dispenser, and the vent transition sump.
  - Install a vent transition that meets the requirements of the California Building Code for Seismic Zone IV.
  - Install a monitored (Veeder Root 208/209 Sensor), fiberglass, belowground transition sump at the vent stack.
  - Install the appropriate UST sump and UDC through-fittings for the piping.
  - Remove the existing dispenser protecting bollards.
  - If it is necessary to remove the EJ Ward POS island and bollards, rebuild the island, install new bollards, and re-mount the EJ Ward POS unit.

## **SPECIAL CONDITIONS**

- To protect the dispenser, install four, concrete-filled, six-inch ID bollards extending four feet above grade and three feet below with concrete foundations. Bollards shall be painted safety yellow and meet the requirements of fire and building code.
- Backfill excavation and resurface to match.
- The dispenser, UDC, vent sump, and piping, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations, Chapter 16.
- Reconnect, startup, and test the E.J. Ward Fuel Control System.

### **Certification and Testing**

Certify the leak monitoring system and conduct secondary containment testing as detailed below:

1. Prior to final inspection, certify the leak monitoring system. Make any repairs necessary for certification. Note that monitoring system certification is not done during final inspection and requires separate CUPA notification.
2. Prior to final inspection, conduct secondary containment testing in accordance with statute §2637, Chapter 16, Title 23, California Code of Regulations. Repair the UST system if necessary to comply with the requirements of Title 23 of the California Code of Regulations. Repairs to the underground tank's interstitial space, spill buckets, and sump collars are outside of the scope of this contract.
  - Six months after completion of final inspection, conduct secondary containment testing again and repair the system if necessary to comply with the requirements of Title 23 of the California Code of Regulations.
  - Removal all test water from the site immediately upon completion of testing.

## SPECIAL CONDITIONS

### **Line Item 2 (UST Site WD1; 2950 Redondo Ave.)**

#### **Plans and Permitting**

1. Present for approval, a detailed list of all equipment to be installed. Include product literature for all UST components.
2. Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA) and the City of Long Beach Planning Department necessary to obtain the required permits for the repairs and upgrades to the UST System located at 2950 Redondo Ave., Long Beach CA 90806. Submit the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning Department. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans, and documentation to Pacific Coast Tank. Note that permit fees will be paid by the City.
3. This job requires a UST permit and an Electrical Permit.
4. If the actual system configuration differs from the plans submitted for permitting, "as-built" plans shall be prepared and submitted prior to the final payment. "As-built" plans shall include a detailed list of fittings with an accurate, scaled depiction of the final system configuration. The locations of all penetration fittings, joints, and clamshell connectors shall be depicted.

#### **Repairs and Upgrades**

1. Repair this UST Site so that it complies with the rules and statutes governing secondary containment of UST systems. Specifically note the statutes called out in:
  - a. Title 23, California Code of Regulations, Chapter 16; and
  - b. Chapter 6.7 of the California Health and Safety Code
2. Remove all existing underground piping (one vent and two product lines), the existing dispenser, and UDC.
  - After all permits are acquired, prepare a detailed construction schedule and present it for approval at a pre-construction meeting hosted by City of Long Beach, Fleet Services.
  - Mark the excavation area and notify Dig-Alert at least two business days prior beginning excavation.
  - Check the excavation area for any buried electrical wiring and/or piping.
  - Flush all piping prior to excavation.
  - Excavate piping runs in preparation for removing all product and vent piping associated with the UST, generator, and dispenser. Remove the dispenser and UDC.
  - While the underground piping is still in place, a California-certified geologist or a California registered geologist shall take soil samples as required by the City of Long Beach inspector. The soil samples shall be tested as required by the local CUPA. Testing shall be expedited (24 hour turn-around) in order to minimize site disruption.

## **SPECIAL CONDITIONS**

- After the soil sample analysis is approved by the CUPA, remove the piping. Dispose of it as hazardous material/waste. A HazMat manifest is required.
3. Install a new Dispenser with UDC and re-pipe the UST Site.
- Reconstruct the dispenser island if damaged during excavation.
  - Install one new Gasboy Atlas 9853K single-hose (diesel) pumping dispenser with twelve-foot fuel hose and nozzle and full-width fiberglass Under Dispenser Containment (UDC) system.
  - Replace all existing underground piping with new double-walled piping approved for the conveyance of diesel fuel.
  - Install a below ground-to-aboveground transition that meets the requirements of the California Building Code for Seismic Zone IV.
  - Install a monitored (Veeder Root 208/209 Sensor), fiberglass, belowground transition sump at the vent stack/generator building entrance.
  - Install the appropriate UST sump, transition sump, and UDC through-fittings for the piping.
  - Backfill excavation and resurface to match.
  - To protect the dispenser, install four, concrete-filled, six-inch ID bollards extending four feet above grade and three feet below with concrete foundations. Bollards shall be painted safety yellow and meet the requirements of fire and building code.
  - The dispenser, UDC, transition sump, and piping, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations, Chapter 16.
  - Reconnect, startup, and test the E.J. Ward Fuel Control System.

### **Certification and Testing**

Certify the leak monitoring system and conduct secondary containment testing as detailed below:

- Prior to final inspection, certify the leak monitoring system. Make any repairs necessary for certification. Note that monitoring system certification is not done during final inspection and requires separate CUPA notification.
- Prior to final inspection, conduct secondary containment testing in accordance with statute §2637, Chapter 16, Title 23, California Code of Regulations. Repair the UST system if necessary to comply with the requirements of Title 23 of the California Code of Regulations. Repairs to the underground tank's interstitial space, spill bucket, and sump collars are outside of the scope of this contract.
- Six months after completion of final inspection, conduct secondary containment testing again and repair the system if necessary to comply with the requirements of Title 23 of the California Code of Regulations.
- Removal all test water from the site immediately upon completion of testing.

**SPECIAL CONDITIONS**

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WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

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UNIT EXTENSION PRICES STATED HEREIN SHALL INCLUDE SALES TAX.

**SUMMARY OF BID ITEMS**

**LINE ITEM 1 - UST SITE 11 - 160 E. MARKET ST.**

The contractor shall acquire all permits; ~~manifold the USTs~~; install new piping; install a new dispenser with UDC; install a new roll-up fire door; and test the system as detailed in the Scope of Work. REMOVE 2,000 gallon TANK. Per Revision.

Firm Fixed Price of \$ 80,987.00

Eighty thousand nine hundred eighty seven Dollars.

**LINE ITEM 2 - UST SITE WD1 - 2950 REDONDO AVE.**

The contractor shall acquire all permits; install new piping; install a new dispenser with UDC; and test the system as detailed in the Scope of Work.

Firm Fixed Price of \$ 49,801.00

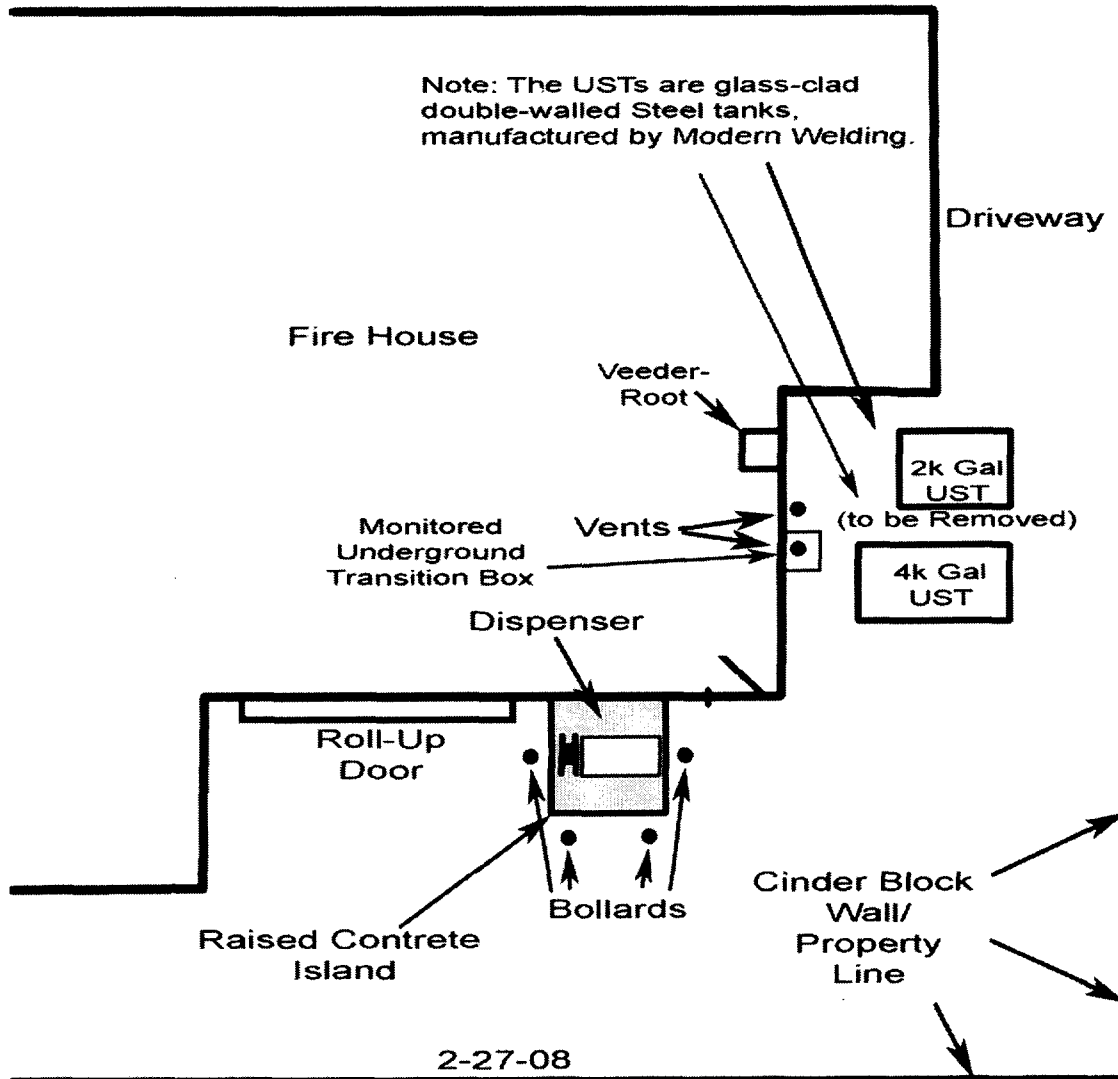
Forty nine thousand eight hundred one Dollar.

Terms: NET 30 Days.

**BID SECTION**

UST Site 11  
(Fire Station 11)  
160 E. Market Street  
Long Beach CA 90815

Market Street

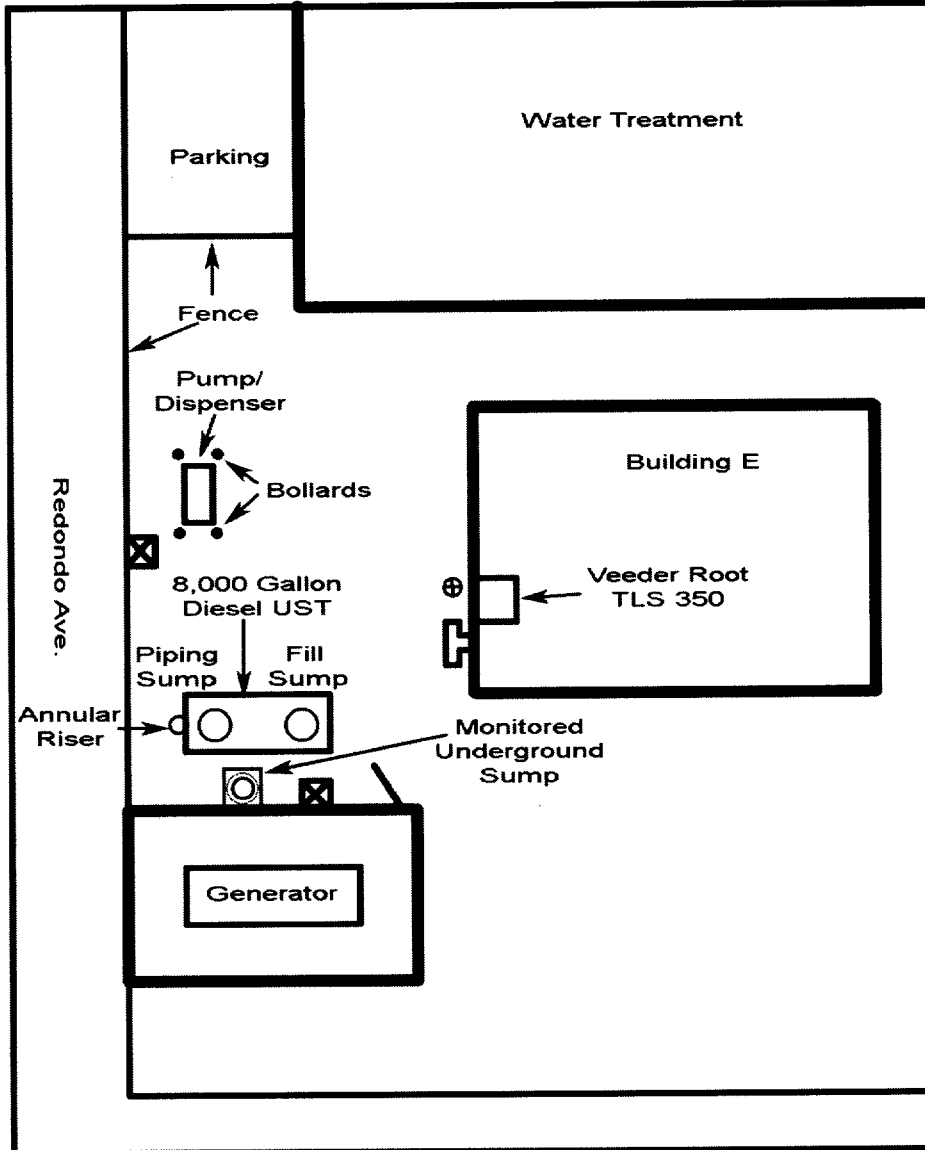




**BID SECTION**

**Site Map  
City of Long Beach, Water Treatment, Site WD1  
2950 Redondo Ave., Long Beach CA 90806.**

6-25-08



○ = Vent Pipe      ⊕ = Overfill Alarm      ☒ = Fire Extinguisher