

BID NUMBER PA-02107 rev2_rev3

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

UNDERGROUND STORAGE TANK PROJECTS

CONTRACT NO. 30183

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; NOTIFICATION:

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: LOS ANGELES, CA ON THE 15th DAY OF MAY, 20 07

COMPANY NAME: MOINE BROS. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 521 E. D ST. CITY: WILMINGTON STATE: CA ZIP: 90744

PHONE: (310) 830-1570 FAX: (310) 830-1892

SI [Signature] PARTNER
(SIGNATURE) (TITLE)

CHARLES A. MOINE moinebros@sbcglobal.net
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] PARTNER
(SIGNATURE) (TITLE)

DANIEL M. MOINE moinebros@sbcglobal.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]
Director of Financial Management

7/20/07
Date

APPROVED AS TO FORM

ROBERT E. SHANNON
CITY ATTORNEY

[Signature]
City Attorney

7/31, 20 07

BID NUMBER PA-02107 rev2 rev3

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 _____
- Partnership State of CA
 - 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, 9th 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: _____

Address: _____

Commodity/Service Provided: _____

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: MAY 16, 2007

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. 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.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

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.

CONTRACT – GENERAL CONDITIONS

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.

CONTRACT – GENERAL CONDITIONS

CONTRACT PERIOD

Twelve months after date of award or after the expiration of the current contract, whichever is earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 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 60 days prior to expiration of the Contract. Said notice shall show the item number, price, the 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 increase(s) 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 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. Bidder must quote on all items within each section, or the bid for that section will be deemed not responsive.

CONTRACT – GENERAL CONDITIONS

SECTION ONE	LONG BEACH AIRPORT – SITE 29
SECTION TWO	LONG BEACH AIRPORT – SITE 28 SCHERER PARK – SITE 45
SECTION THREE	LONG BEACH FIRE DEPARTMENT – SITE 10A
SECTION FOUR	MAINTENANCE YARD – SITE 54

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.

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.

CONTRACT – GENERAL CONDITIONS

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 removal of underground storage tanks and sites containing hazardous materials.

LICENSE:

For the purposes of this bid a minimum license of Class A, 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 _____ 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. 849229 Expires: 11/30/08
Classification: C21, C61-D40 (HAZ.)

Hazardous Material Certification No. 849229 Expires: 11/30/08

ICC Certification No. 4141015914 Expires: 3/24/08

City of Long Beach Business License No. _____
(required upon notification of award) — *OK*

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 or subcontractors cause 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.

CONTRACT – GENERAL CONDITIONS

INSURANCE:

9.1 AMENDMENT AND SUPPLEMENTS TO INSURANCE

Item #29, page 9, "Contract – General Conditions", is amended to include work performed on **and off** City property, and those General Conditions shall apply to the Contract.

9.2 SUPPLEMENTS TO INSURANCE

Item #29, page 9, "Contract – General Conditions", is **supplemented** with the following:

9.2.1 **Commercial General Liability** (equivalent in scope to ISO Form CG 00 01) in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) General Aggregate. Such coverage shall include, but is not limited to broad form contractual liability, cross liability protection, and products and completed operations liability.

The City of Long Beach, its officials, employees and agents shall be named as additional insured by endorsement (equivalent in coverage scope to ISO Form CG 20 10 11 85 or CG 20 26 11 85) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

9.2.2 **Commercial Automobile Liability** (equivalent in scope to ISO Form CA 00 01 06 92) covering symbol q (any Auto) in an amount not less than One Million Dollars (\$1,000,000) combined single limit.

9.2.3 **All Risk Property Insurance** in an amount sufficient to cover the full replacement value of the Contractor's personal property, improvements and equipment used or stored on City premises. With respect to damage to property, the City and the Contractor hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

CONTRACT – GENERAL CONDITIONS

MANDATORY PRE-BID CONFERENCE AND SITE VISITS:

A mandatory pre-bid-conference and site visit shall be held for the purpose of answering questions. **No bid will be accepted from a bidder who fails to attend the pre-bid conference and site visit as scheduled. Bidders shall be required to sign-in at the pre-bid conference and at each site.**

MANDATORY PRE-BID CONFERENCE SCHEDULE

DATE: April 4, 2007
TIME: 9:00 A.M. to 10:00 A.M.
LOCATION: City of Long Beach City Hall
333 W. Ocean Blvd
6th Floor - Large Conference Room
Long Beach, CA 90802
FLEET CONTACT: Frank Neely (562) 570-5457
BUYER: Lenore Blueford (562) 570-5384

MANDATORY SITE VISIT SCHEDULE

Site visits of facilities shall be conducted to allow prospective bidders to examine the physical conditions that will be encountered.

It shall be the bidder's responsibility to attend the Site Visit as scheduled below. It will be the bidder's responsibility to examine each site that the bidder intends to bid on. Facility visits must be completed before submitting bid. Bidders shall be deemed to accept the conditions and necessary work at any site for which they submit a bid.

The site visits will begin immediately following the mandatory pre-bid conference.

Time: 10:00 A.M. to 12:00 P.M.

SITE INSPECTIONS:

Bidders shall examine the locations, physical conditions and surroundings of the proposed work sites to determine the extent to which these factors will influence or effect 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.

CONTRACT – GENERAL CONDITIONS

All work is to be conducted in accordance with federal, state, and local UST (underground storage tank) and building and safety regulations, rules, and codes. No work shall begin until after all permits are approved, appropriate notifications made, and a pre-construction meeting has been held.

SECTION ONE:

**LOCATION: Long Beach Airport – Site 29
4105 E. Donald Douglas Drive
Long Beach, CA 90808**

**PROJECT: Upgrade Project - Emergency Generator
UST Secondary Containment and Monitoring System**

GENERAL:

Fixed cost proposals are hereby solicited to upgrade the 500 gallon underground storage system used to feed the original emergency generator at the above-stated address. The upgrade consists of three parts:

1. Replace all underground piping and make repairs required to bring the system into compliance with state code regarding secondary containment.
2. Conduct secondary containment testing.
3. Connect this UST system to an existing Veeder Root TLS 350 Plus monitoring system located nearby.

BACKGROUND:

The UST system to be upgraded was installed in 1990. In 2005, a second UST and generator were installed at the same location. The new system makes use of brine-filled secondary containment and vacuum monitored product and vent lines. A Veeder Root TLS 350 Plus monitoring panel is used for the new system but is located within five yards of the original UST system.

The original UST system underwent secondary containment testing on December 6th, 2006. The findings are as follows:

Supply Line- Gross failure. The boots appear not to be the source of the leak. It is suspected that a clamshell fitting is the culprit.

Return Line- No test boot.

Vent Line- No test boot.

Annular- Pass

Spill Containment- Pass

Piping Sump- No penetration boots present.

CONTRACT – GENERAL CONDITIONS

Line Item I

1. Permits and plan-check are required for the described work. The Contractor shall prepare all plans and paperwork required by the Long Beach Fire Department (Long Beach CUPA), and the City of Long Beach Planning Department to obtain the proper permits. Do not include the cost for permit fees. Submit the plans and paperwork to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA). Pacific Coast Tank will submit the plans to the Long Beach Planning Department.
2. Note: **ALL** plans shall be approved by City of Long Beach, Fleet Services Bureau **PRIOR** to submittal for plan-check.
3. After all permits have been approved and obtained, schedule a pre-construction meeting with the following parties to get agreement of the work schedule and go over the proposed work:
 - Superintendent and Supervisor of Airport Maintenance and Operations
 - City of Long Beach, Public Works, Engineering Inspectors (Gillis Monroe)
 - City of Long Beach, Public Works, Fleet Services, Supervisor of Operations (Frank Neely, 562-570-5457)
 - Fleet Services' UST Consultant (Steve Aichele 562-234-0991)
4. At least five days prior to the start of construction, notify the Long Beach Fire Department, Dig Alert, and all other agencies that require notification for this type of project.

Line Item II

1. Remove the existing piping sump and replace with a sump appropriate to contain an ATG, and product, return, and vent piping.
~~Excavate and remove the existing product and vent lines.~~
2. Manifest the old piping and dispose of it as is appropriate for hazardous waste.
3. Sample and analyze the soil as required by the CUPA.
4. Replace the old piping with new secondarily contained product and vent piping appropriate for the underground conveyance of diesel fuel to an emergency generator in Long Beach, CA.
5. Replace product and vent piping penetration fittings at the UST piping sump with fittings appropriate for UST systems in Long Beach, CA.
6. Conduct Secondary Containment Testing on the piping sump, spill bucket, annular space, and all piping.
7. Warranty the new sump and all replaced piping to pass secondary containment testing for a period of twelve months.

CONTRACT – GENERAL CONDITIONS

Line Item III

Remove the existing fill riser and spill bucket and replace with a direct-bury riser and spill bucket that are entirely fiberglass-enclosed/encased and compliant with State and City codes and regulations.

Line Item IIIIV

1. Remove the Ronan monitoring system from above described UST system.
2. Install Veeder Root annular and piping sump sensors.
3. ~~Install a Veeder Root Automatic Tank Gauge.~~
3. Connect the newly installed sensors and ATG to the existing Veeder Root TLS 350Plus, monitoring panel. This may require trenching, laying conduit and running line.

After final inspection, certify the monitoring system for both USTs.

Line Item V

Install an Automatic Tank Gauge (ATG) in an existing tank bung and connect it to the Veeder Root monitoring panel.

SECTION ONE PRICES: Site 29

Provide pricing for the following (including all fees, taxes and sub-contractor cost):

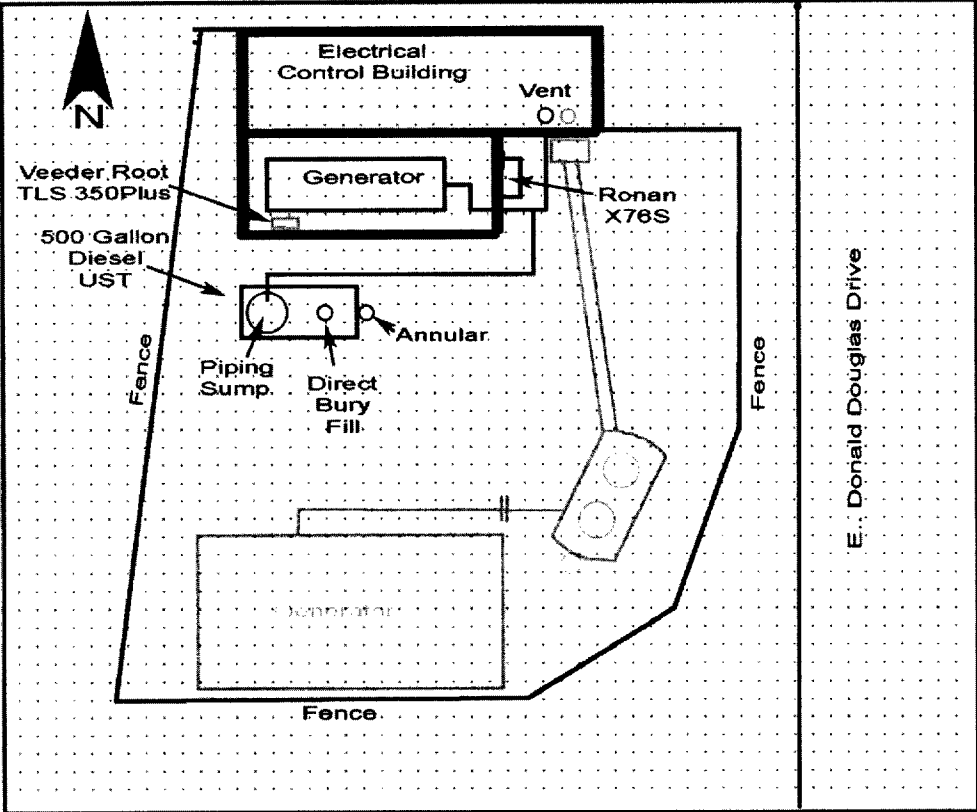
- | | | |
|----------------|-------------------|---------------------|
| 1. Line Item 1 | Total Fixed Price | <u>\$ 1,560.00</u> |
| 2. Line Item 2 | Total Fixed Price | <u>\$ 32,900.00</u> |
| 3. Line Item 3 | Total Fixed Price | <u>\$ 4,500.00</u> |
| 4. Line Item 4 | Total Fixed Price | <u>\$ 8,500.00</u> |
| 5. Line Item 5 | Total Fixed Price | <u>\$ 2,400.00</u> |

4. Job to be completed within 60 days after start.
6. _____

CONTRACT - GENERAL CONDITIONS

Site Plan

Site 29; 4105 E.. Donald Douglas Dr., Long Beach CA 90808



Date map was drawn: 12-17-06

CONTRACT – GENERAL CONDITIONS

SECTION TWO: (revision 1)

LOCATION A: 3150 St. Louis Street 90808 (Airport) Site 28
B: 4600 Pasadena Avenue 90807 (Scherer Park) Site 45
Long Beach, CA

PROJECT: UST Fuel Site Removal

GENERAL:

Fixed cost proposals are hereby solicited to permanently close by removal, the following two underground storage tank (UST) systems:

BACKGROUND:

The UST systems to be removed are as follows:

Site 28 (Airport Maintenance): 3150 St. Louis Street, Long Beach CA 90808

The system consists of one, 4,000 gallon single walled fiberglass UST used to contain gasoline, one 2,000 gallon single walled fiberglass UST used to contain diesel, underground piping, two dispensers on a cement island, and a Ronan X76LCV monitoring panel with six buried vapor sensors.

Site 45 (Scherer Park): 4600 Pasadena Avenue, Long Beach CA 90807

The system consists of one 1,000 gallon double walled glass clad steel tank used to contain diesel, underground piping, one cement island (dispenser already removed), and a Ronan X76S monitoring panel with sump and annular sensors. This system is currently under temporary closure status.

~~LINE ITEMS~~SCOPE OF WORK:

The entire UST systems, at both locations described above, as well as the dispenser islands are to be removed, and the UST sites are to be closed in accordance with federal, state, and local code as administered by the City of Long Beach, Planning & Building, Health, and Fire Departments. Sites are then to be backfilled and repaved.

The following steps should be taken, as a minimum, to accomplish the work described in the above summary:

1. Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA) to obtain the necessary permits from the

CONTRACT – GENERAL CONDITIONS

city of Long Beach Planning & Building Department. Do not include permit fees (these will be paid by Fleet Service Bureau). Submit plans and paperwork to Pacific Coast Tank, 235 E. Broadway #706, Long Beach, CA 90802.

2. Note: **ALL** plans shall be approved by City of Long Beach, Fleet Services Bureau **PRIOR** to submittal for plan-check.
3. At least five days prior to on-site work, attend a pre-construction meeting coordinated by Frank Neely, City of Long Beach Fleet Service Bureau, (562) 570-5457.
4. At least five days prior to excavation, notify the Long Beach Fire Department, Dig Alert, and all other agencies that require notification for UST Removal.
5. Remove fuel from the UST systems in preparation for closure.
Note: The UST system at site 45 is empty and clean.
6. Triple rinse and make inert the USTs in preparation for removal.
Note: The UST system at site 45 is empty and clean.
7. Manifest and dispose of all fuel, sludge, and rinse water as hazardous material.
8. Excavate the UST system.
9. Collect soil samples as required by the CUPA. Note: This may require the presence of a qualified geologist.
10. Conduct soil testing and analysis as required by the CUPA.
11. Remove tank, piping, ~~electrical conduit~~, monitoring systems, and vapor sensors. Removal of underground electrical conduit is not required
12. Remove cement islands.
13. Manifest and dispose of the excavated equipment as hazardous material when applicable.
14. After CUPA approval, Backfill all excavations with gravel ~~backfill the excavation with non-contaminated soil~~. A compaction report is not required.
15. Repave to match the existing surroundings.
16. Clean and restore the area to its prior to excavation condition.

Note: Less than one hundred (100) gallons of fuel remains in each of the tanks scheduled for removal

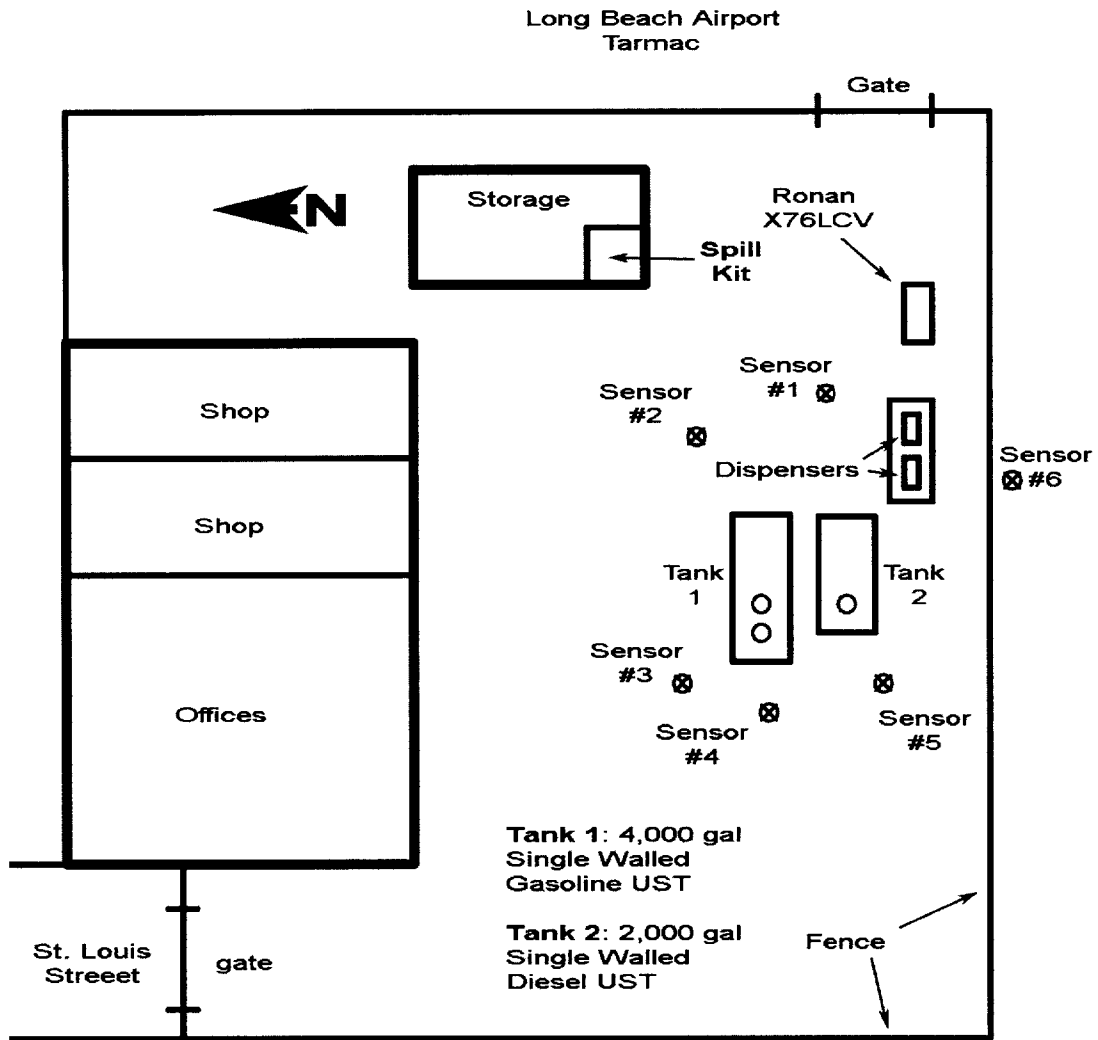
SECTION TWO PRICES: Site 28 & 45

Provide pricing for the following (including all fees, taxes and sub-contractor cost):

1. Line Item 1
Site 28: 3150 St. Louis St @ Airport
Total Fixed Price \$ 25,700.00
2. Line Item 2
Site 45: 4600 Pasadena @ Scherer Park
Total Fixed Price \$ 12,500.00
3. Job to be completed within 45 days after start.

CONTRACT – GENERAL CONDITIONS

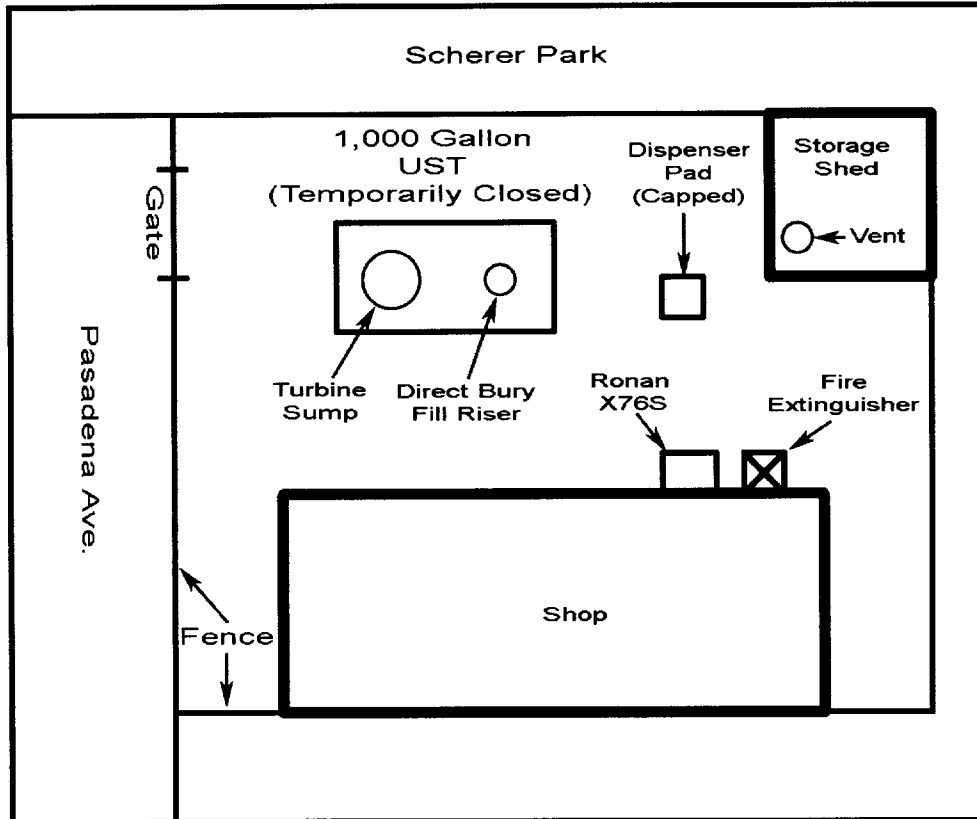
**Plot Plan
Site 28
City of Long Beach, Airport Maintenance
3150 St. Louis St.
Long Beach CA**



4-1-07

CONTRACT – GENERAL CONDITIONS

**Site Map
City of Long Beach Public Works, Site 45
4600 Pasadena Ave., Long Beach CA 90807**



12-27-06

CONTRACT – GENERAL CONDITIONS

SECTION THREE:

**LOCATION: Long Beach Fire Department – Site 10A
1475 Peterson Avenue
Long Beach, CA 90813**

**PROJECT: Emergency Generator
UST Closure Project**

GENERAL:

Fixed cost proposals are hereby solicited to permanently close the 280-gallon under ground storage (UST) system previously used to feed the original emergency generator at the above stated address. The permanent closure project consists of two phases:

Feasibility Study: A feasibility study will be conducted to determine if it is feasible to removal the UST system without endangering the structural integrity of the surrounding building.

SITE CLOSURE:

After reviewing the feasibility study, the City will determine whether to remove or slurry fill the UST System. One of the following options will then be authorized.

1. Closure by Removal- If the study deems it feasible; the entire system will be removed according to state and local code, rules, and regulations as administered by the local CUPA and City of Long Beach Building and Fire Departments.
2. Closure by Slurry Filling- If the study deems removal unsafe or not feasible, the system will be slurry filled according to state and local code, rules, and regulations as administered by the local CUPA and City of Long Beach Building and Fire Departments.

Proposals should include line item pricing for the feasibility study and for each site closure option. Although pricing is to be broken out by phase and option, it is anticipated that a single contract will be issued for both phases of the project.

BACKGROUND:

The UST system to be removed is a single wall steel tank installed under the exterior stairway of the Old Long Beach Alarm Center in 1940. In 1998, an aboveground system and larger generator were installed at this location. The original generator was removed from the building in 2001.

CONTRACT – GENERAL CONDITIONS

PHASE I: FEASIBILITY STUDY (LINE ITEM 1)

Conduct an engineering study to determine the feasibility of removing the 280-gallon diesel underground storage tank located beneath the exterior stairway of the building at 1475 Peterson Ave. The study is to be conducted by a qualified structural engineer. If the study determines that it is feasible to remove the tank, the study should identify the most practical method of removal and include a list of temporary and permanent modifications to the building required during and after removal.

PHASE II: SITE CLOSURE (LINE ITEM 2)

Option A: Close UST System by Removal

1. Remove and properly dispose of the existing diesel fuel as hazardous waste.
2. Flush and triple rinse tank and product lines in accordance with standard accepted practice prior to removal.
3. Disconnect and remove all electrical wiring.
4. Remove tank and all associated piping. Removal of electrical conduit is not required.
5. All product piping running under the structure is to be cleaned, made inert and capped below grade. If removal of the piping is required by the Fire Department, a Change Order will be issued.
6. Manifest the tank and piping, and dispose of as is appropriate for hazardous waste.
7. Collect soil samples and analyze as required by the local CUPA.
8. Backfill all excavations with gravel. A compaction report is not required. ~~Backfill and compact excavated areas with clean non-contaminated soil as required the CUPA and local code.~~
9. Surface the excavated area with concrete.
10. Disconnect the exterior staircase if necessary to remove the tank. Replace and reconnect the stairway after re-surfacing is complete. Do not include the cost of structural modifications to the building. If modifications are required, they will be called out in a change order. Replace any portion of the structure that may have been removed during excavation and removal of the UST system. Permits and plan-check ~~are~~ may be required ~~for the above described work~~ for modification to the structure.
11. Prepare all plans and paperwork required by the Long Beach Fire Department (Long Beach CUPA), to obtain the permits from the City of Long Beach Planning Department. Do not include the cost for permit fees (these shall be submitted and paid by Fleet Services). Submit the plans and paperwork to Pacific Coast Tank (235 E. Broadway, #706, Long Beach, CA). Pacific Coast Tank will submit the plans to the Long Beach Planning Department.
12. At least five days prior to the start of construction, attend a preconstruction

CONTRACT – GENERAL CONDITIONS

meeting with the following persons in attendance:

- Frank Neely, City of Long Beach Fleet Services Bureau (562) 570-5457
 - Steve Aichele, Pacific Coast Tank (562) 491-0067
 - Hank Teran, Deputy Chief, Fire Marshal, City of Long Beach CUPA (562) 570-2585
 - Gillis Monroe, City of Long Beach Engineering Department inspector (562) 570-6537
 - Steve Moritz, Storekeeper (562) 570-1177
13. At least five days prior to the start of construction, notify the Long Beach
- a. Fire Department, Long Beach Planning and Building, Dig Alert, and all
 - b. other agencies that require notification for this type of project.

Note: Less than one hundred (100) gallons of fuel remains in any of the tanks scheduled for removal.

Option B: Close UST System in Place by Slurry Filling:

- 14. Remove and properly dispose of the existing diesel fuel as hazardous waste.
- 15. Flush and triple rinse tank and product lines in accordance with standard accepted practice prior to slurry filling.
- 16. Disconnect and remove all electrical wiring.
- 17. Collect soil samples and analyze as required by the local CUPA.
- 18. Fill tank and piping with appropriate inert slurry.
- 19. Cap piping and tank.
- 20. Backfill the area above the tank and resurface with concrete.
- 21. Note: **ALL** plans shall be approved by City of Long Beach, Fleet Services Bureau **PRIOR** to submittal for plan-check.
- 22. Permits and plan-check are required for the above-described work. Prepare all plans and paperwork required by the Long Beach Fire Department (Long Beach CUPA), to obtain the permits from the City of Long Beach Planning Department. Do not include the cost for permit fees (these shall be submitted and paid by Fleet Services). Submit the plans and paperwork to Pacific Coast Tank (235 E. Broadway, #706, Long Beach, CA). Pacific Coast Tank will submit the plans to the Long Beach Planning Department.
- 23. At least five days prior to the start of construction, the awarded vender shall call a pre-construction meeting with the following persons in attendance:
 - Frank Neely, City of Long Beach Fleet Services Bureau (562) 570-5457
 - Steve Aichele, Pacific Coast Tank (562) 491-0067
 - Hank Teran, Deputy Chief, Fire Marshal, City of Long Beach CUPA (562) 570-2585

CONTRACT – GENERAL CONDITIONS

- Gillis Monroe, City of Long Beach Engineering Department inspector (562) 570-6537
 - Steve Moritz, Storekeeper (562) 570-1177
24. At least five days prior to the start of construction, notify the Long Beach Fire Department, Dig Alert, and all other agencies that require notification for this type of project.

CONTRACT – GENERAL CONDITIONS

SECTION THREE PRICES: Site 10A

Provide pricing for the following (including all fees, taxes and sub-contractor cost):

1. Line Item 1: Phase I
Total Fixed Price \$ 5,000.00

2. Line Item 2: Phase II
Option A: Close UST System by Removal
Total Fixed Price \$ 17,700.00

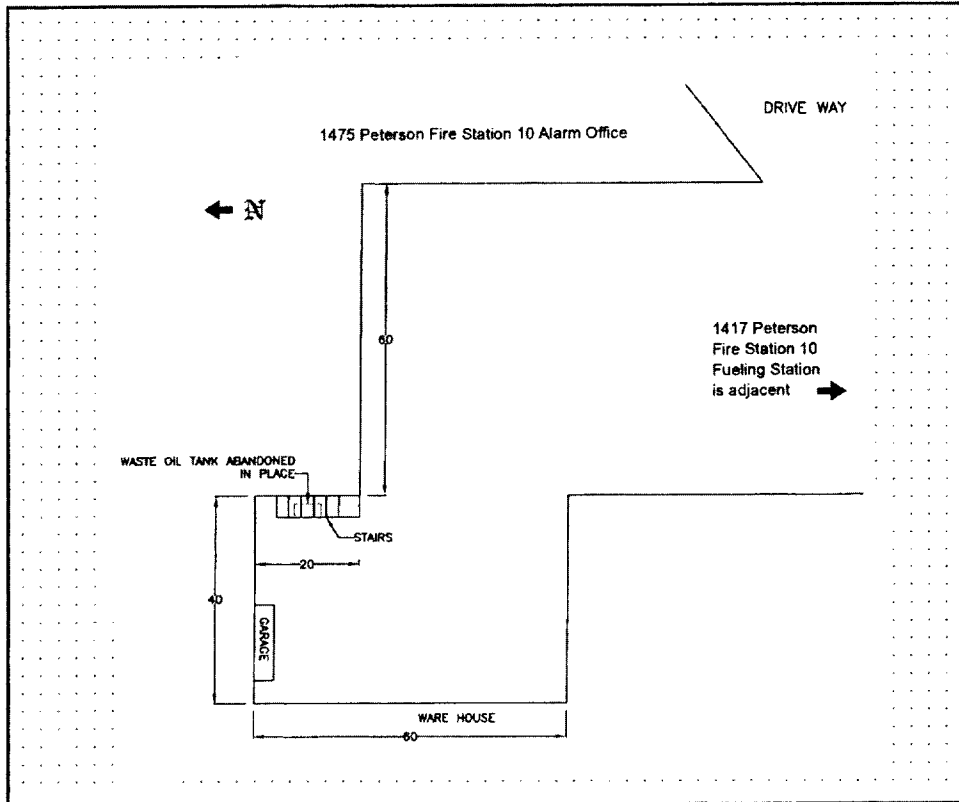
3. Line Item 3: Phase II
Option B: Close UST System by Slurry Filing
Total Fixed Price \$ 14,800.00

4. Job to be completed within 60 days after start.

CONTRACT – GENERAL CONDITIONS

UST Site Plan

Site Address: 1475 Peterson Ave. Long Beach, Fire Station 10 Alarm Office



Date map was drawn: 12 / 9 / 05

Instructions

If you already have a diagram that shows all required information, you may include it, rather than this page, with your Monitoring System Certification. On your site plan, show the general layout of tanks and piping. Clearly identify locations of the following equipment, if installed: monitoring system control panels; sensors monitoring tank annular spaces, sumps, dispenser pans, spill containers, or other secondary containment areas; mechanical or electronic line leak detectors; and in-tank liquid level probes (if used for leak detection). In the space provided, note the date this Site Plan was prepared.

Page 2 of 2

05/00

CONTRACT – GENERAL CONDITIONS

SECTION FOUR:

**LOCATION: Maintenance Yard – Site 54
4320 Olympic Plaza
Long Beach, CA 90802**

PROJECT: Removal & Above Ground Diesel Fuel System Installation

GENERAL:

Fixed-cost proposals are hereby solicited to remove the two-tank, underground storage tank system at the City's Beach Maintenance facility and replace it with a new aboveground diesel fueling system. The new system will consist of a 2,000 gallon concrete-enclosed aboveground storage tank with remote fill, single, two-hose dispensers, an electronic leak and level monitoring system, and a city-supplied fuel management system.

Map I shows the location of the facility.

Photograph I shows the current location of the Underground Storage Tanks.

Photograph II shows the current dispensers and the approximate location of the proposed fueling system.

This fueling system is to be constructed and installed compliant with all City, state, and federal building codes and regulations regarding aboveground storage and dispensing of diesel fuel.

ITEM I: UST SYSTEM REMOVAL

Remove and properly dispose of the underground storage tank system, including two tanks and all associated vent, product, return, and electrical lines, fuel dispensing equipment, and vent stacks located at the above address and depicted in Diagram I and Photographs I and II.

Conduct soil sampling and analysis as required by the Long Beach CUPA.

Note: If remediation is deemed necessary, a separate contract for all remediation-related effort will be issued.

Backfilling of all trenches and excavations, with appropriate material:

Restore all paving, sidewalks, curbing, and fencing to their original configuration except where this conflicts with Item II, detailed below.

CONTRACT – GENERAL CONDITIONS

All work associated with the removal of this UST system should be done in accordance with the requirements of California Code of Regulations, Title 23, Division 3, Chapter 16, Underground Storage Tank Regulations. Specific attention should be given to Title 23, Statute §2672, of the California Code of Regulations.

The tanks, piping, and dispensers removed from the site must be manifested as hazardous material and disposed of as required by City, county, state, and federal regulations.

Equipment to be removed:

1. One, 2,000 gallon, glass-clad, double-walled steel underground storage tank previously used to store gasoline
2. One, 4,000 gallon, glass-clad, double-walled steel underground storage tank previously used to store diesel
3. Two dispensers
4. One cement island
5. Two vents
6. All underground piping and conduit between the tanks, vents and dispensers
7. One Ronan Monitoring System and all associated wiring and conduit.

The USTs to be removed are:

One 4,000 gallon, 94 inch OD by 140 inch long, Joor, glass-clad steel diesel tank

One 2,000 gallon, 92 inch OD by 70 inch long, Joor, glass-clad steel gasoline tank

The USTs are aligned parallel with the tilt-up wall. The center line of the tank is approximately six feet from the edge of the wall.

The tilt-up wall shall be matched exactly if damaged.

ITEM II: INSTALLATION OF AN ABOVEGROUND DIESEL FUELING SYSTEM

Construct, install, and startup a diesel fueling system that will consist of the following components. The layout is depicted in Diagram II.

1. AST: One 2,000 gallon, concrete-enclosed, double-walled Aboveground Diesel Storage Tank with submerged pump as depicted in Diagram III.
2. Dispensers: ~~Two~~ One Gasboy Atlas 9800K, single-double hose, dispensers with Under Dispenser Containment systems. Each hose shall be 24 feet and

CONTRACT – GENERAL CONDITIONS

stored on a reel. The dispensers will be controlled by a City-supplied ~~n-EJ Ward fuel management system to be equal to or better than that used by the City and shall integrate with the system currently used by the City.~~

3. Remote Fill System. The fill box will be mounted flush to the perimeter wall so that it's accessible from the parking lot north of the facility, and secured by a locking door. Spill protection will be provided by a fill box that is product-tight and capable of containing at least 10 gallons of diesel. The system will include a manual pump or some other means to transfer any spilled diesel from the fill box into the tank. Overfill protection will be provided by an anti-siphon valve and a manual overfill valve mounted in the drop tube. Piping between the fill box and the tank will run above ground and be ~~double-single-walled with secondary containment test valves.~~ The fill box will be located approximately 15 feet from the tank.
4. Leak Monitoring System: The AST will be monitored using a Veeder-Root TLS-300/350 monitoring system that includes an Automatic Tank Gauge (ATG), an audible and visual overfill alarm, and liquid sensors in the interstitial space and UDCs. The ATG will be integrated with an EJ Ward fuel management system provided by the City.
5. Fuel Management System: The City will provide an EJ Ward Fuel Management System, which includes an on-site key interface and a remote server. This Scope of Work includes the installation, integration, and startup of the on-site components of this system.
6. Sealed Concrete AST Pad: The fuel system will sit on an ~~eight~~ six inches thick, rebar-reinforced concrete pad. The pad will measure approximately 20-13 feet by 13 feet and will have a six inch berm with a one-and-a-half inch threaded, galvanized drain with valve. The pad will conform to the following specifications:
 - Concrete: $f'c = 4,500$ psi ultimate compressive strength in 28 days.
 - Rebar: ASTM A706, Grade 60; Strength $F_y = 60,000$ psi.
7. Approximately 19 bollards will protect the system from collision. They will extend 4 feet above grade, be constructed of cement-filled, 6 inch ID galvanized steel pipe with $\frac{1}{4}$ inch walls and be spaced every four feet.
8. Sealed Concrete Fueling Pad: Install a 24 foot by 24 foot sealed concrete pad with collection sump, conforming to the following specifications. Slab will be located as is indicated in the Revised Site Plan.

Concrete Slab Specifications:

Dimensions: 24 feet long by 24 feet wide by 12 inches deep at the shallowest part

CONTRACT – GENERAL CONDITIONS

Slope: 1/8 inch per foot (1% grade) toward the sump

Sump: Steel-grated 24 inch by 24 inch by 24 inch collection sump shall be located in the center of the pad. Sump wall and base thickness shall be 4 inches

Physical Characteristics:

F'c = 4,000 psi ultimate compressive strength in 28 days
1.5 inch coarse aggregate

Structural Reinforcement:

#8 (1 inch) Grade 60 Rebar in a single 18 inch by 18 inch mat

Note: a Deputy Inspector shall be onsite during the pouring of the concrete.

Note: Constriction joints shall be located as indicated on the attached Slab Sketch and be cut as soon as practical but not later than 12 hours after the concrete is poured.

Note: Sub-base shall be compacted as necessary to uniformly support the concrete pad.

~~Six bollards will protect the system from collision. They will extend 4 feet above grade, be constructed of cement-filled, 6-inch ID galvanized steel pipe with ¼ inch walls.~~

Note: The actual specification for the AST pad will depend on the findings of the geotechnical survey and the exact dimensions of the tank and dispensers. If the pad to be built differs significantly from the pad described herein, a contract change order will be issued.

Note: ALL plans shall be approved by City of Long Beach, Fleet Services Bureau PRIOR to submittal for plan-check.

ITEM III: CONDUCT A GEOTECHNICAL SURVEY

Conduct a geotechnical survey to determine the structural requirements for placement of a 2,000 gallon, concrete-enclosed, aboveground storage tank at the above indicated location. This survey and the resulting report will form the basis for construction of the pad on which the AST will sit. The geotechnical survey should be conducted in a manner consistent with the requirements set out by the California Coastal Commission for new construction.

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ITEM IV: PREPARE PLANS AND ACQUIRE PERMITS

Prepare all plans required by State and municipal regulatory agencies for the permanent closure of the UST site and for the construction of a new fueling site at the abovementioned address. ~~Attain~~—Except as noted below, attain all necessary permits required to accomplish the work described in this Request for Bids. Permit fees will be paid by the City.

The City will acquire the Coastal Commission permits required for this job using the plans prepared by the contractor for the City and CUPA permits.

~~The Contractor shall have~~ ALL permits shall be approved and stamped prior to the start of any construction.

The awarded Contractor(s) shall have a pre-construction meeting including sub-contractors, beach maintenance, City inspectors, Fleet Division, and any other party involved with/effected by the construction project.

The Contractor shall provide a construction schedule to the Construction Management Division Construction Services Officer, Gillis Monroe, and shall coordinate all construction thru this office.

SECTION FOUR PRICES: Site 54

Provide pricing for the following (including all fees, taxes and sub-contractor cost):

1. Item I: UST System Removal
Total Fixed Price \$ 74,400.00

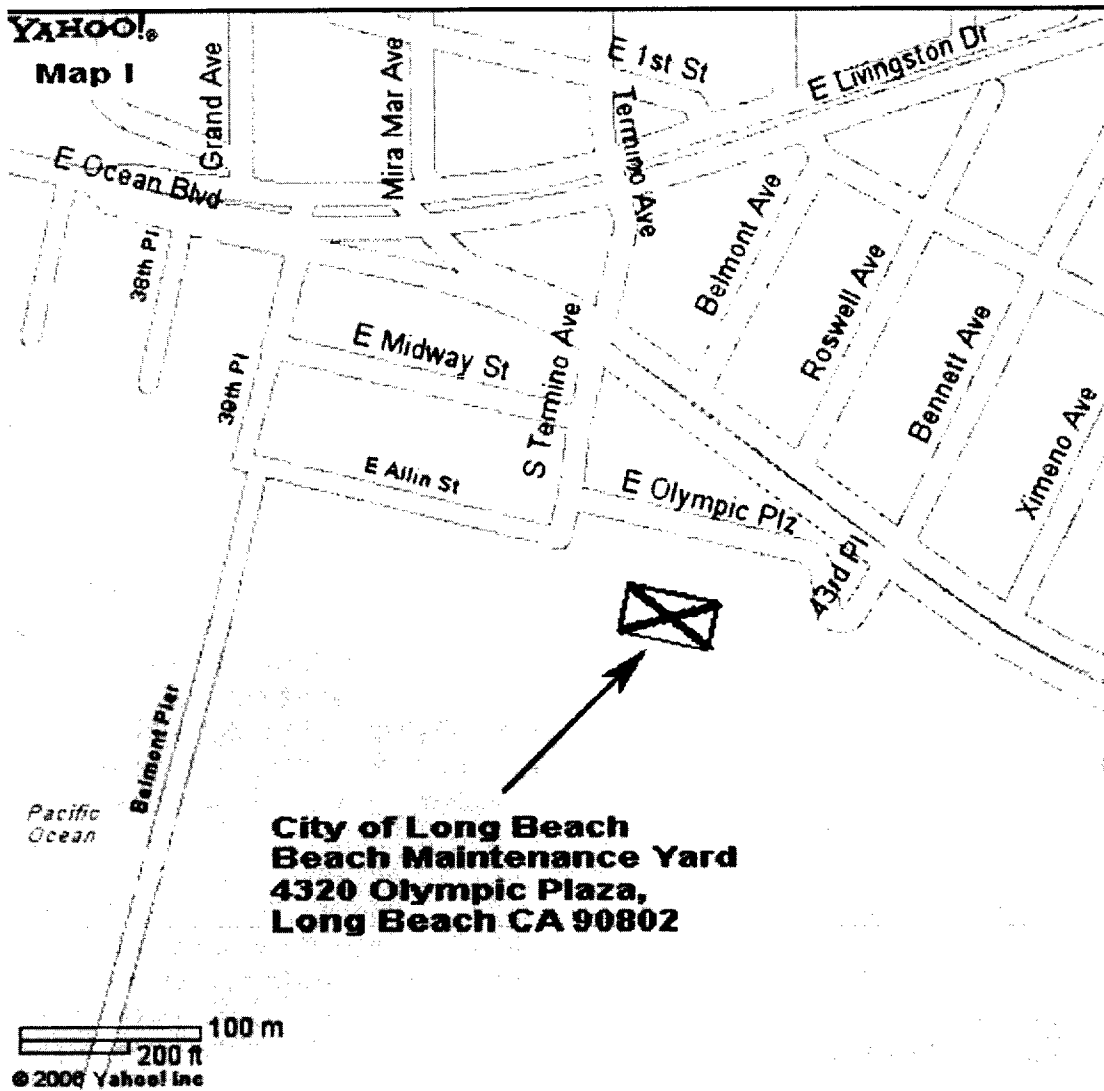
2. Item II: Installation of an Above ground Diesel Fueling System
Total Fixed Price \$ 92,700.00

3. Item III: Conduct a Geo-technical Survey
Total Fixed Price \$ 6,000.00

4. Item IV: Prepare Plans and Acquire Permits
Total Fixed Price \$ 3,000.00

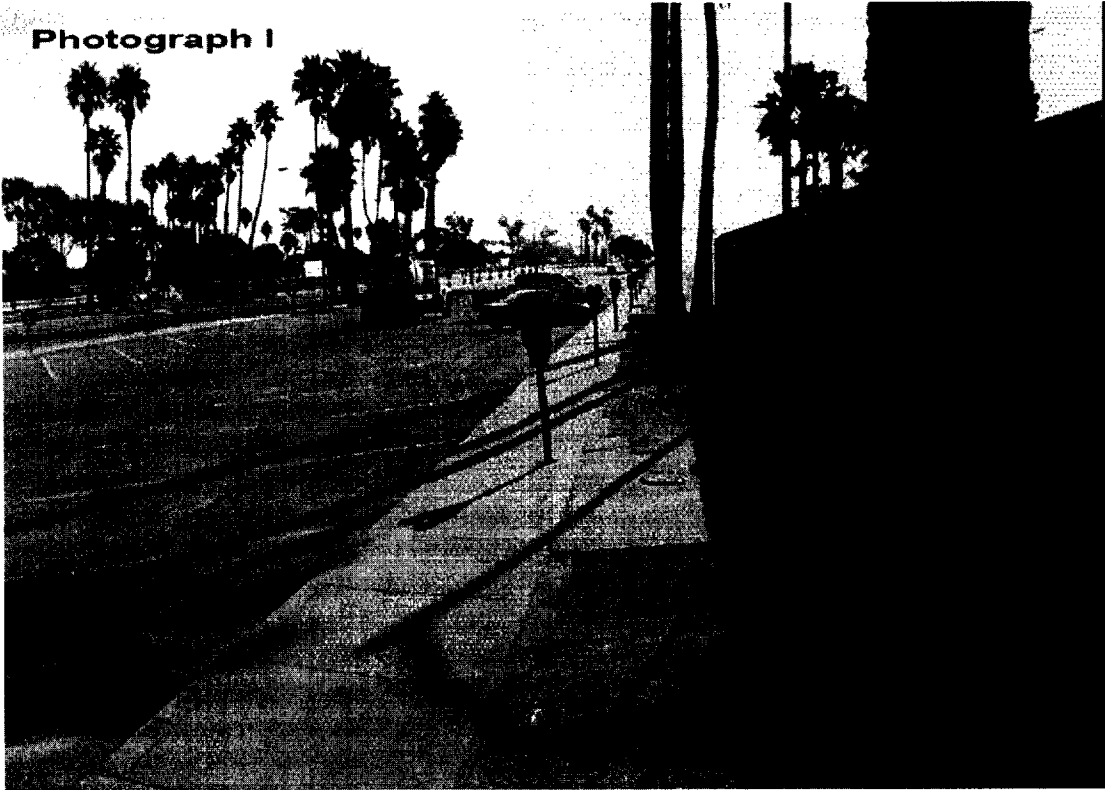
5. Job to be completed within 90 days after start.

SECTION FOUR – MAINTENANCE YARD – Site 54 (continued)

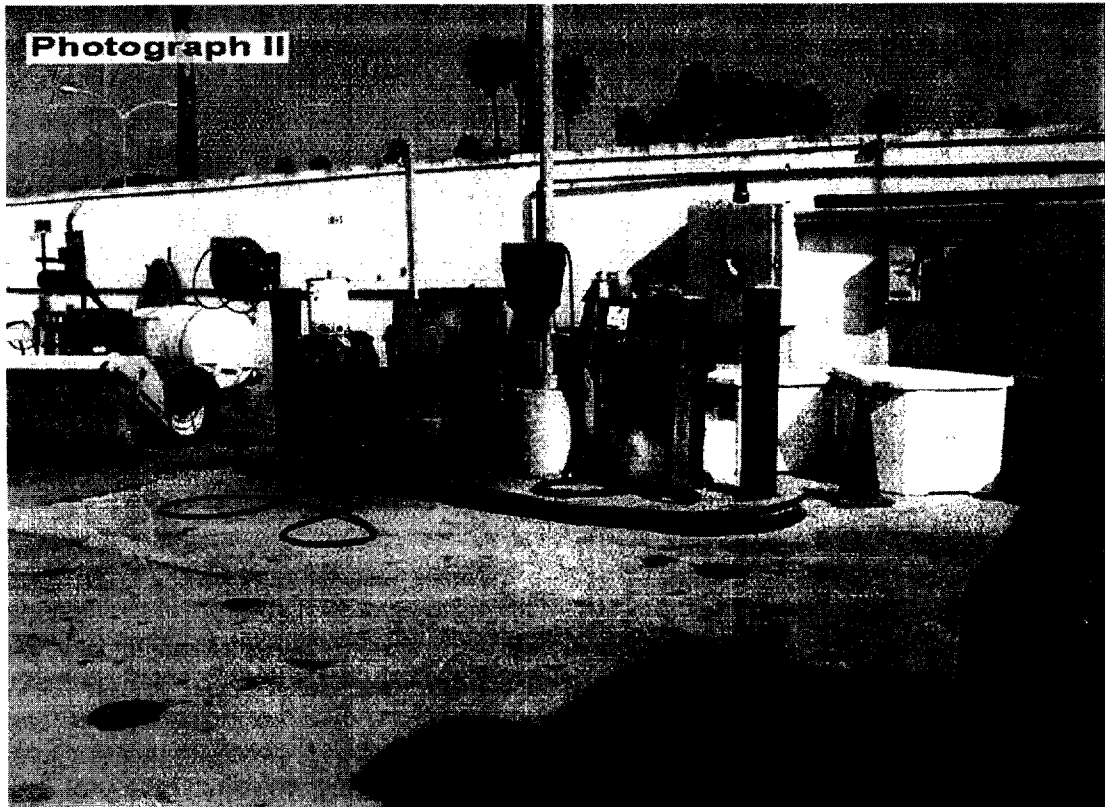


CONTRACT – GENERAL CONDITIONS

Photograph I

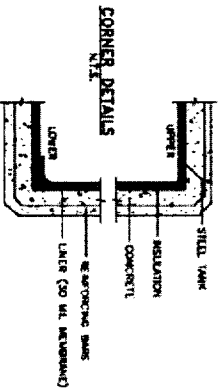
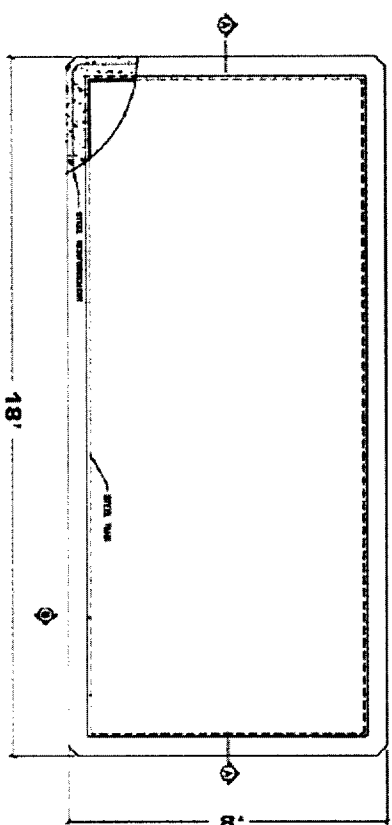
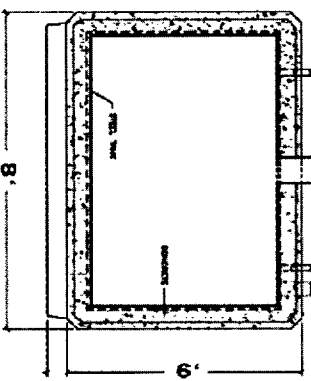
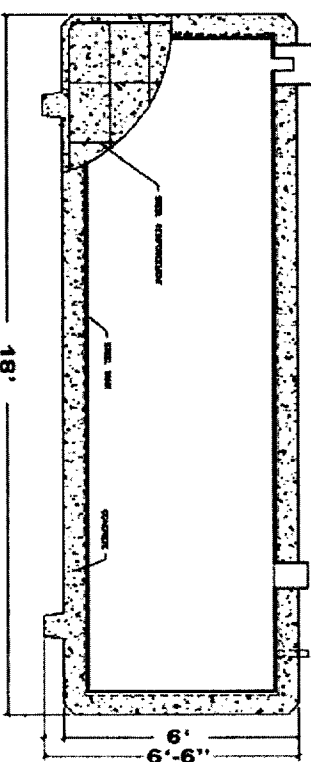


Photograph II



BID SECTION

Diagram III
4,000 Gallon, Concrete Enclosed AST



- Tank Size: 4,000 Gallons**
- Notes:**
1. Dimensions are approximate.
 2. Tank to contain manway and bungs for:
 - a. Remote Fill Drop Tube
 - b. Turbine
 - c. Automatic Tank Gauge
 - d. Annular Probe Risier
 - e. Vent
 - f. Other bungs as appropriate
 3. Tank to comply with: UL 2086, NFPA 30/30A, and UFC requirements.

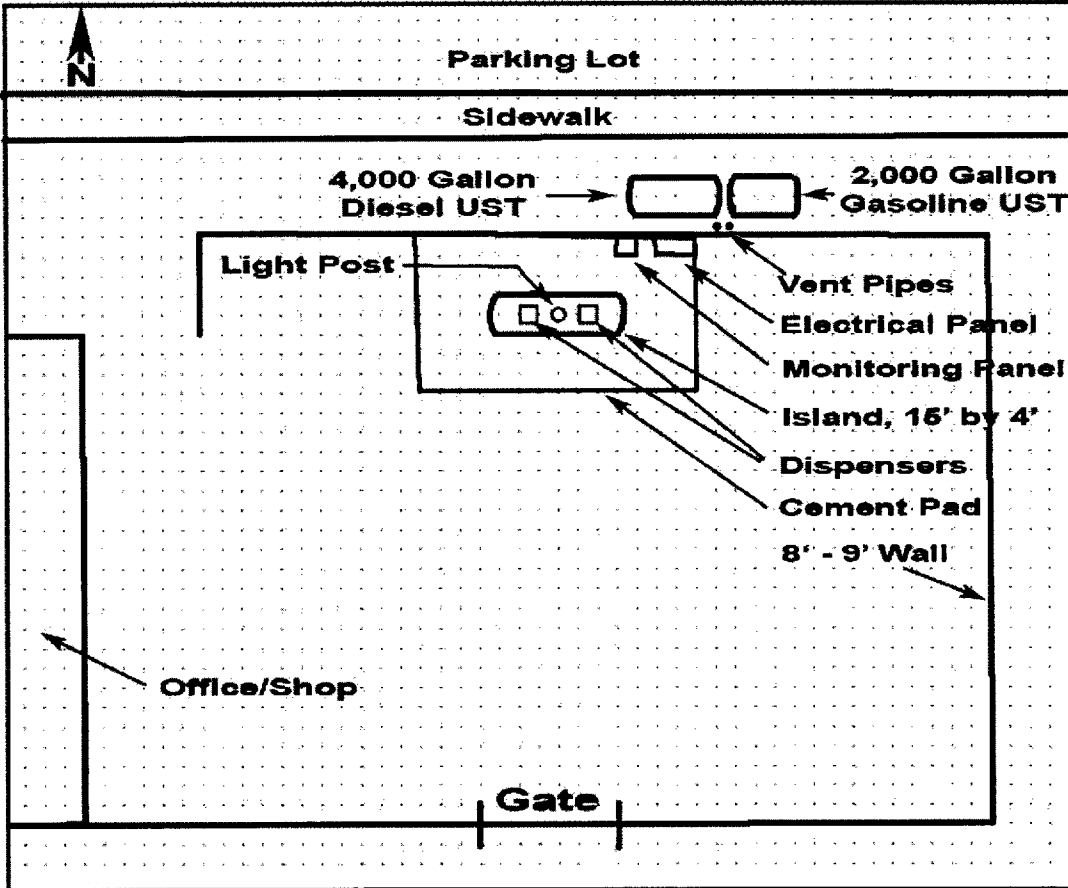
CONTRACT – GENERAL CONDITIONS

Diagram I

October 27, 2006

**City of Long Beach
Beach Maintenance Yard
Site 54
UST Site Overview
(Current Configuration)**

Address: 4320 Olympic Plaza, Long Beach CA 90803

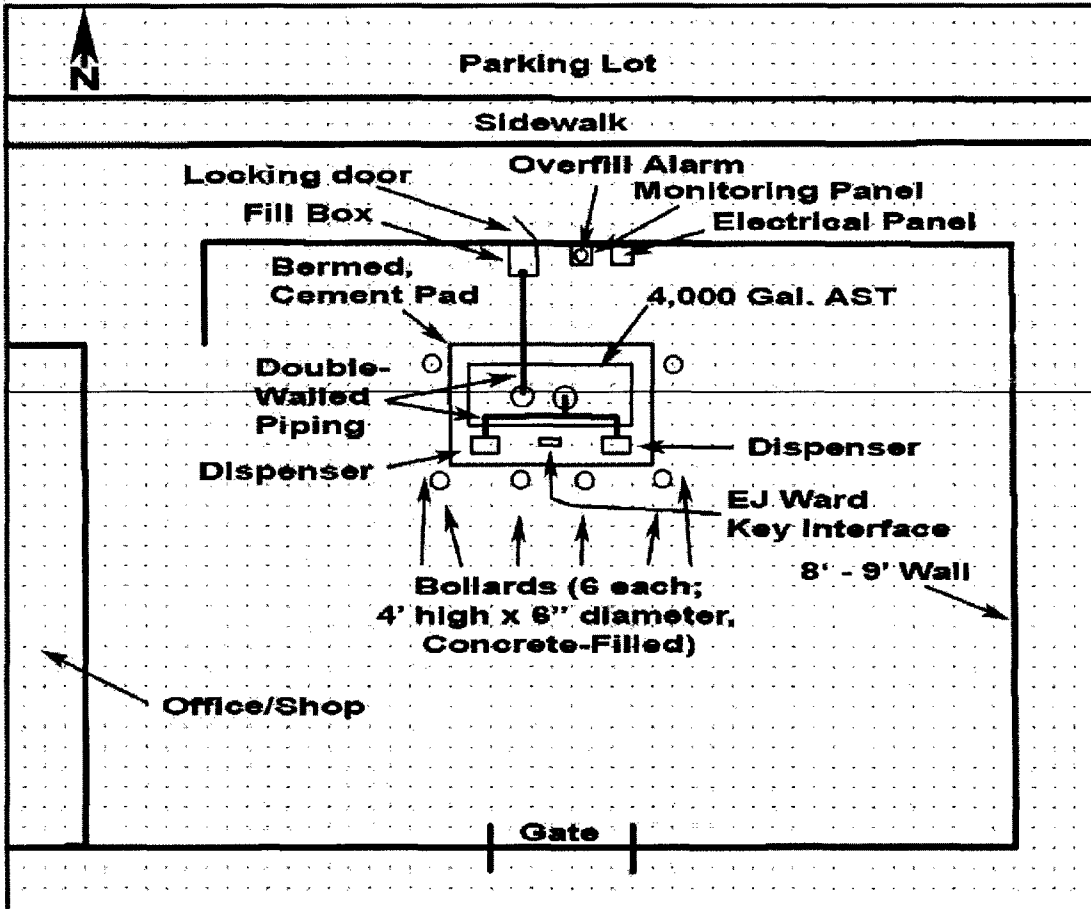


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**City of Long Beach
Beach Maintenance Yard
Site 54
Diesel Fueling System
(Proposed Configuration)**

October 27, 2006

Address: 4320 Olympic Plaza, Long Beach CA 90803



Note: Drawing shows the general layout of the fueling site and is not to scale.

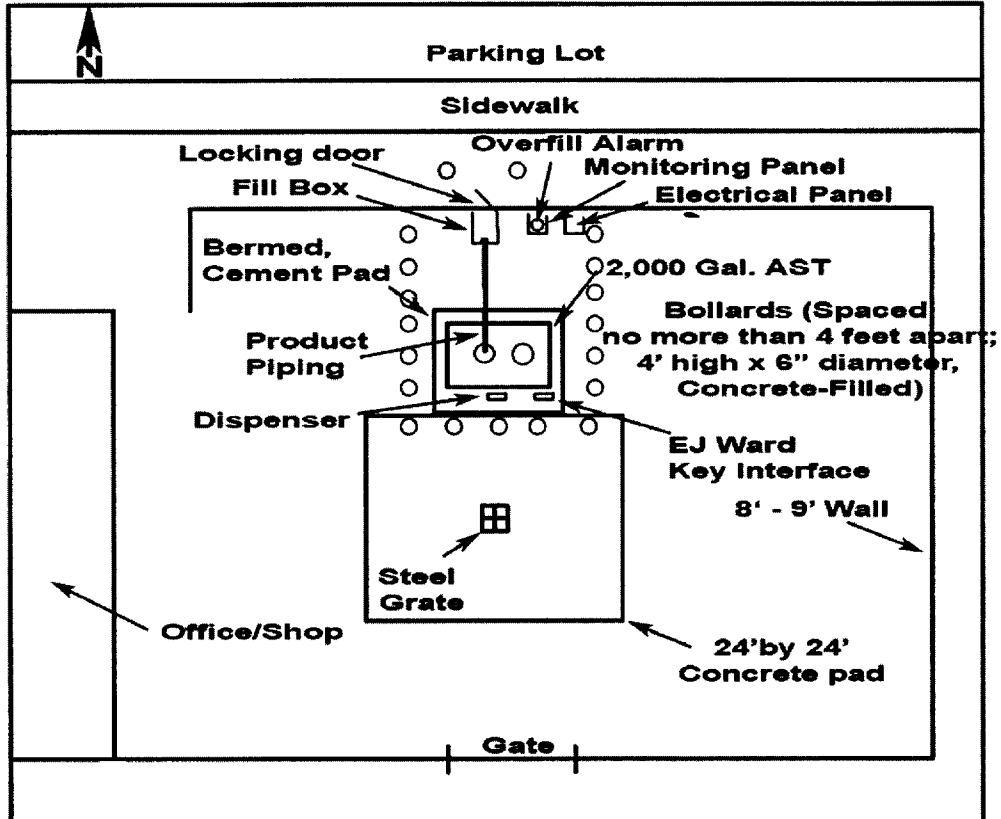
CONTRACT – GENERAL CONDITIONS

Diagram II

April 20, 2007

**City of Long Beach
Beach Maintenance Yard
Site 54
Diesel Fueling System
(Revised, 2,000 gallon Configuration)**

Address: 4320 Olympic Plaza, Long Beach CA 90803

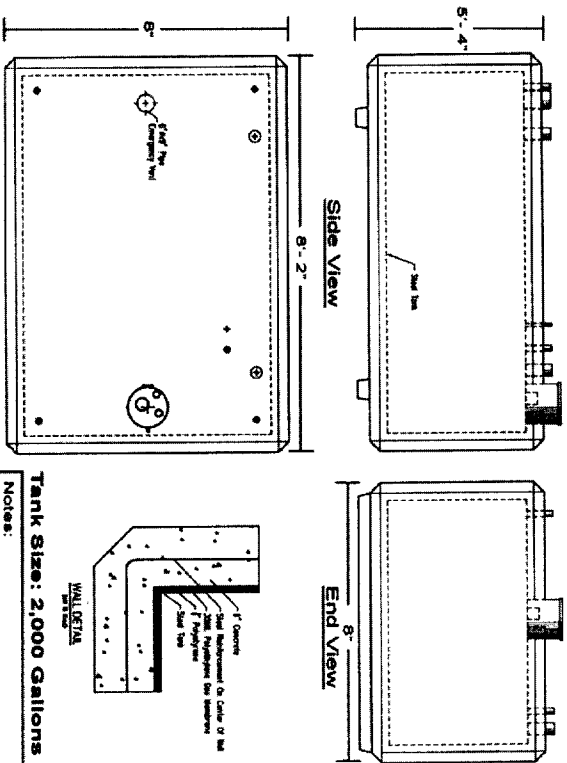


Note: Drawing not to scale

BID SECTION

**Attachment III
(Revised)**

2,000 Gallon, Concrete Encased AST

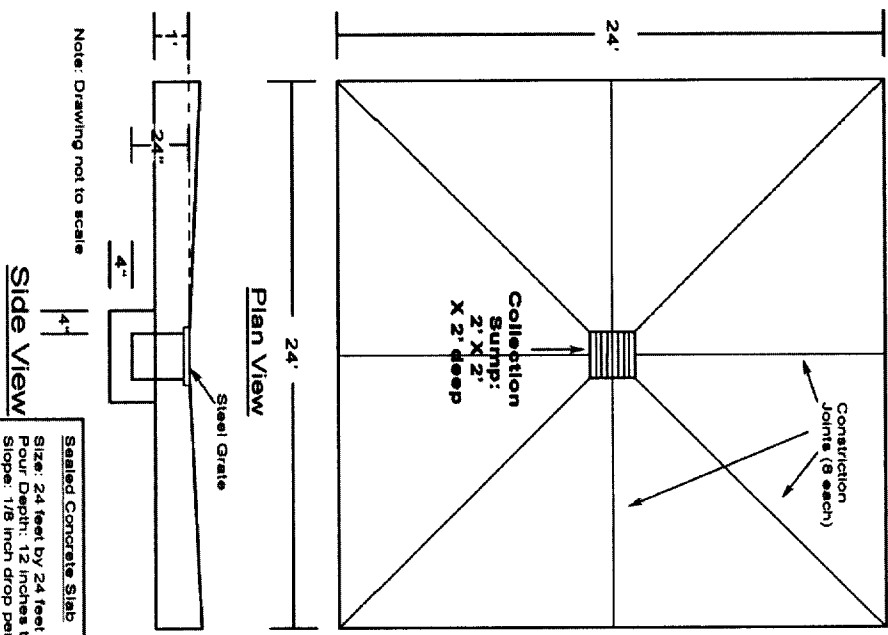


Tank Size: 2,000 Gallons

- Notes:**
1. Dimensions are approximate.
 2. Tank to contain mainway and bungs for:
 - a. Remote Fill Drop Tube
 - b. Turbine
 - c. Automatic Tank Gauge
 - d. Annular Probe Riser
 - e. Vent
 3. Other bungs as appropriate.
 4. Tank to comply with UL2085, NFPA 30730A, and UFC requirements.

BID SECTION

**Scaled Concrete Slab
Sketch**



Scaled Concrete Slab
 Size: 24 feet by 24 feet
 Pour Depth: 12 inches to 13.5 inches
 Slope: 1/8 inch drop per linear foot
 Concrete: f'c = 4,000 psi
 Ultimate compressive strength
 in 28 days:
 1.5 inch course aggregate
 Structural Reinforcement: #8,
 Grade 60 Rebar, single 18"X18" Mat