

BID NUMBER ITB ER 22-010
TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Ahmed Ali

333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

DIRECTIONAL DRILLING, POTHOLING,
SEWER LOCATING AND CLEARING

CONTRACT NO. 36264

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: Anaheim CA ON THE 1st DAY OF February, 20 22
CITY STATE MONTH

COMPANY NAME: California Boring, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 3030 E. Coronado St. CITY: Anaheim STATE: CA ZIP: 92806

PHONE: 714-632-1596 FAX: 714-666-8975

SI [Signature] UP operations
(SIGNATURE) (TITLE)
Michael Reardon MikeR@calboring.com
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] CEO
(SIGNATURE) (TITLE)
Jennifer Reardon Jennifer@calboring.com
(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] 5/4/2022
Director of Financial Management ASST CITY MANAGER Date

APPROVED AS TO FORM 4.29, 20 22.
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER ITB ER 22-010
TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Ahmed Ali



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DIRECTIONAL DRILLING, POTHOLING,
SEWER LOCATING AND CLEARING

333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802

CONTRACT NO. _____

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EXECUTED AT: Anaheim CITY CA STATE ON THE 1st DAY OF February MONTH, 20 22

COMPANY NAME: California Boring, Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 3030 E. Coronado St. CITY: Anaheim STATE: CA ZIP: 92806

PHONE: 714-632-1596 FAX: 714-666-8975

S/ [Signature] (SIGNATURE) VP Operations (TITLE)
Michael Reardon (PRINT NAME) MikeR@calboring.com (EMAIL ADDRESS)

S/ [Signature] (SIGNATURE) CEO (TITLE)
Jennifer Reardon (PRINT NAME) Jennifer@calboring.com (EMAIL ADDRESS)

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NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
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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 _____ Director of Financial Management _____ Date

APPROVED AS TO FORM _____, 20____

CHARLES PARKIN
CITY ATTORNEY

Deputy

BID NUMBER ITB ER 22-010

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) 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 CA
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: The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission

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 562-570-6200.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

_____ 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.

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, 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, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2021-2 prevailing wage rate**, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site.

Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage. This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

12. 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 informalties which do not impair the quality, utility, durability or performance of the items.

13. 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.

14. 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.

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

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

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: California Locating Services

Address: 3030 E. Coronado St. Anaheim, Ca 92806

Commodity/Service Provided: Sewer Locating

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian (00%)

Certified by: Supplier Clearinghouse CPUC

Valid thru: March 26, 2023

Dollar value of participation: \$ TBD

16. 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.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK -- **ATTN: Ahmed Ali**
411 W. OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: 2/3/2022

TIME: 11:00 am

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

Ahmed Ali (562) 570-6123
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

INSTRUCTIONS TO BIDDERS

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

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 five (5) business days following the electronic notification of intent to award.

18. INTER-AGENCY PARTICIPATION:

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

YES _____ NO X

(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.)

19. 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.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a 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 indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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

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

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination 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.

CONTRACT – GENERAL CONDITIONS

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.
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

CONTRACT – GENERAL CONDITIONS

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.

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 Julissa Jose-Murray at 562-570-6869 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. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its Boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG

CONTRACT – GENERAL CONDITIONS

20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude XCU (explosion, underground, and collapse) perils, sudden and accidental pollution and cleanup liability, or mobile equipment.

- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the Contractor's and its insurer's right of subrogation against **the City of Long Beach and its boards, officials, employees, and agents**.
- (c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("all autos").
- (d) Excess liability insurance on a following form basis insurance in excess of the coverage provided by (a), including additional insured coverage for (a) only, in an amount not less than Four Million Dollars (\$4,000,000) per claim and in aggregate.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect **City of Long Beach, its Boards, and their officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

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

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

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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.

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.

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.

PROJECT OVERVIEW

The City of Long Beach Energy Resources Department (ER) is seeking qualified bidders to provide as-needed horizontal directional drilling, potholing services, sewer line locating and clearing from contractors at various locations within the City of Long Beach. Work shall be billed per occurrence and as such contract shall not have a guaranteed value.

BID TIMELINE – All times are Pacific Time

Bid release date: 1/3/2022
Questions due: 1/13/2022 by 11:00AM
Response from City to bidder: 1/20/2022 by 11:00AM
Bid due date: 2/3/2022 by 11:00 AM

BID SUBMISSION INSTRUCTIONS:

Please read these instructions carefully. If you do not submit a complete Bid, the City may determine that your Bid is non-responsive, in which case the City will reject your Bid.

BID SUBMITTAL CHECKLIST

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items may be deemed non-responsive, in which case their bids may be rejected.

Both Electronic and Hard Copies:

- Bid Cover Page (signed and dated)
- California All Purpose Acknowledgment Notarized (if applicable)

Electronic Copies:

- Attachment A, Debarment Certification Form (signed and dated)
- Attachment B, Reference List
- Attachment C, W-9 Form signed
- Attachment D, Equal Benefits Ordinance – EBO (signed and dated) and questionnaire
- Attachment E, Insurance Requirement (signed and dated)
 - a. Commercial General Liability Insurance or Self-Insurance Equivalent
 - b. Worker's Compensation Coverage
 - c. Automobile Liability Insurance
- Attachment F, Secretary of State Certification Print-Out
- Attachment G, Labor and Materials (Payment) Bond (Only to be completed upon award)
- Attachment H, Faithful Performance Bond (Only to be completed upon award)
- Attachment I, List of Subcontractors
- Attachment J, State Contractor's License with a minimum Classifications A, C-4, and C-60

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- Attachment K, Local Vendor Preference
- Bidder Required Information Form (Page 24)
- Addenda Acknowledgement; signed and dated (if applicable)
- Verification of Related Work Experience as Specified in G-228A "General Standards Specification for the Construction of Gas Main and Services"
- Contractor Health and Safety Program
- Operator Qualification Program – 49 C.F.R. Part 192, Subpart N
- Personnel Time and Equipment (T&E) Rate Schedule

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below, BY MAIL ONLY:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Ahmed Ali
411 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

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

ITB ER 22-010 Directional Drilling, Potholing, Sewer Locating and Clearing

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, 2/3/2022. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov ATTN: Ahmed Ali with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

Attachment and Specifications

The attachments and specifications are intended to be complementary and anything mentioned in the specifications and not in the attachments or mentioned in the attachments and not in the specifications, shall be of like effect as if shown in both. In the event of conflict between specifications and attachments, ER Project Engineer's interpretation of both attachments and specifications shall be accepted by the Contractor in all cases. It is understood that some deviation or departure from the attachments might be necessary, but such deviation shall be made only if authorized by ER Project Engineer or designee.

Listing Subcontractors

Bidders shall submit the **Attachment I**, List of Subcontractors on this Project that is required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et. seq.) and as required in Subsection 2-3.1," General," of Standard Specifications. All subcontractors shall meet all the requirements of general contractor as described in this specification. See requirements on page 22.

Addenda Acknowledgement

All Addenda issued before the time Bids are due shall form a part of the Contract Documents. It is the Bidders' responsibility to determine what Addenda are issued. Bidders may do so by referring to the City's online purchasing website, www.longbeach.gov/purchasing. The City will deem any Bid that fails to acknowledge all Addenda to be non-responsive. Bidders must acknowledge the Addenda in writing on the form "Addenda Acknowledgement".

AWARD

The City prefers to award to a single contractor but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion 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. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall

constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

BOND PROVISIONS

Labor and Materials Bond

The successful bidder shall submit a Labor and Materials Bond for 100 percent of cost of bid if the total bid amount is more than \$25,000. Successful bidder shall only be required to submit bond if award is made and notice given by the City. The bond will be issued to the City of Long Beach, Purchasing Division, Long Beach City Hall, 411 West Ocean Blvd., 6th Floor, Long Beach, California 90802 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). The successful bidder shall use only the bond form supplied by the City.

Faithful Performance Bond

The successful bidder shall submit a Faithful Performance Bond for 100 percentage of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 411 West Ocean Blvd., 6th Floor, Long Beach, California 90802 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). The successful bidder shall use only the bond form supplied by the City.

Bond Instructions

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

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

ORDER OF PRECEDENCE

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

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

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The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

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

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website.

INSURANCE

See Requirements on page 9, Section 30 and **Attachment E**.

CONTRACT PERIOD

The Contract term shall be twelve (12) months from the 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 Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to four additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if any renewal is exercised, the City shall so notify the Contractor prior to the expiration date. The Contractor shall submit any price increases to the Manager, Engineering Bureau for approval at least 60 days prior to the expiration of the Contract. The City reserves the right to accept or reject any price increase or not renew the Contract.

Work ordered prior to but not completed by the expiration of the Contract period shall be completed with all provisions of the Contract still in force.

EXTENSION OPTION:

This Contract is subject to extension for four additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

No price increases will be allowed during the first twelve-month contract period.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

CONTRACTOR REQUIREMENT

The Contractor shall possess a valid California Class A, General Engineering Contractor's license at the time of the award. The City may deem any Bidder who fails to possess the required license to be non-responsive.

OPERATOR QUALIFICATION

Successful bidder will be required to qualify all personnel performing ER Covered Tasks on the pipeline through Veriforce <https://www.veriforce.com/> prior to commencing work. Successful bidder will be required to submit their updated Operator Qualification (OQ) records that show compliance to current applicable Department of Transportation (DOT) regulatory requirements. See requirements on page 28.

DRUG AND ALCOHOL TESTING

Successful bidder will be required to comply with all requirements of the Pipeline and Hazardous Safety Administration Drug and Alcohol Testing Regulations 49 CFR Part 199 for pipeline operators, the Federal Highway Administration Drug and Alcohol Testing Regulations 49 CFR Part 382 for drivers of commercial motor vehicles and the Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40. See requirements on page 29.

CONTRACTOR SAFETY PROGRAM

Successful bidder will be responsible to develop and maintain a written site Health and Safety Plans as required by Occupational Safety and Health Administration (OSHA) regulations, California Code of Regulations (Cal/OSHA) and Environmental Protection Agency (EPA regulations). See requirements on page 29.

LICENSES AND CERTIFICATE REQUIREMENTS

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations and hereby declares that it possesses all federal, state, and local licenses, certificates and permits for the bid items on which it is bidding.

CALIFORNIA WAGE REQUIREMENTS

This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, 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, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2021-2 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE

This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH

Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

APPRENTICESHIP EMPLOYMENT (CONTRACTS OVER \$30,000 ONLY)

The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.

PENALTIES

Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Labor Code § 1720 et seq.

SUBCONTRACTING

No performance of this contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this contract without said consent shall be null and void and shall constitute a default under this contract. In the event of such a default, the City may immediately terminate this contract.

In the event the City consents to assignment or subcontracting, each term and condition of this contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the City of Long Beach. All provisions of that prime contract shall apply to this subcontract."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to commencement of work, and during the entire time that work is being performed under the contract. All permits and licenses necessary to the performance of the library painting project shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of security services.

Bidder shall list the name and location of the place of business of each Subcontractor who will be a supplier/perform work for the bidder in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid (**Attachment I**).

Does this bid include the use of subcontractors?

Yes X No _____ Initials MR

If Yes, vendor must:

- a) Identify specific subcontractors and the specific requirements of this bid for which each proposed subcontractor will perform services in **Attachment I**.
- b) References as specified on **Attachment B** must also be provided for any proposed subcontractors.
- c) The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Bids shall include a plan by which the City will be notified of such payments.
- d) Primary Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained. Subcontractors shall abide by the same Insurance Requirements on Page 10, Section 30 C and **Attachment E**.

Contractor shall indemnify, defend, and hold harmless the City and its employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

GUARANTEE / WARRANTY

The Contractor shall guarantee all Work against failure due to defective materials and faulty workmanship for a period of one (1) year after the date of acceptance of the Work by the City, unless some longer period is expressly set forth in any manufacturer's warranty.

When defective material or workmanship is discovered which requires repair or replacement under guarantee, the Contractor shall furnish all necessary labor, materials, and equipment to correct and make good, at no expense to the City, all such defects. Repair or replacement shall commence within 24 hours after written notice has been given to the Contractor by an ER representative and shall be diligently and continuously performed until the repair or replacement is completed and accepted.

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

Contact Name: Michael Reardon

Contact Direct Phone: 714-408-5468

Contact Fax: 714-666-8975

Contact E-mail: MikeR@calboring.com

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 2

SCOPE OF WORK

Contractor shall provide horizontal directional boring services, sewer line locating and clearing services, and potholing services in accordance with pertinent federal, state, country and local laws, rules, and regulations.

Contractor shall provide all labor, supervision, equipment, supplies, materials, tools, machinery, appliances, transportation and services necessary to perform the work specified.

Contractor is responsible for ascertaining that the permits and licenses are always in good standing.

Contractor shall maintain its staff, equipment, and vehicles in compliance with all county, state and federal laws and regulations.

Contractor must conduct all aspects of its operation in accordance with the City's National Pollutant Discharge Elimination System (NPDES) permit and so as not to discharge the municipal storm sewer system.

DESCRIPTION OF SERVICES

HORIZONTAL DIRECTIONAL DRILLING SERVICES

Provide drill rig, vacuum truck, support equipment and qualified personnel to install polyethylene or steel gas pipe by horizontal directional drilling and placing pipe at various locations within the ER gas service territory. Contractor shall assume normal soil conditions, job circumstances, and standard work hours of 7:00 am to 4:00 pm, Monday through Friday, excluding City holidays.

Contractor shall provide the following:

- Drill rig
- Vacuum truck
- Transportation, labor, and equipment necessary to perform horizontal directional drill
- All pulling heads for pipe
- Haul-off and disposal of excess drilling fluids
- Certificate of insurance, with City of Long Beach named as additional insured

City shall provide:

- Project plans and specifications
- Permits necessary for excavation and drilling
- USA tickets naming contractor as a subcontractor

BID SPECIFICATIONS

- Marking of proposed alignment, including entry and exit locations
- Locate and pothole all existing utilities that intersect or closely parallel the bore path
- Suitable work site and access to entry and exit locations, including assistance into location, if required
- Weak link devices
- Pipe and supplies, including stringing and welding or fusing of pipe
- All traffic control, if required
- Temporary water service connection from Long Beach Water Department, if needed
- Excavation of bore and receiving pits
- Backfill and compaction
- Restoration of job site

SEWER LOCATING/INSPECTION SERVICES

Provide all equipment, materials, and personnel to locate, mark and inspect belowground sewer laterals in streets and on customer (private) property and locate, mark, and inspect sewer mains at various locations within the ER gas service territory using the lateral launch or push camera methods. This work may be done in conjunction with Directional Boring Services or separately to meet City requirements.

The scope of work will involve locating sewer lines during pre-construction activities and inspecting sewer lines post-construction. Inspecting sewer lines post-construction will consist of producing a color digital video record of the internal condition of sewer laterals and providing the location of any natural gas cross bores. A cross bore is the intersection of a sewer main or sewer lateral by a natural gas pipe.

The contractor shall have the ability to perform both lateral launch and push camera inspections. The contractor shall provide the appropriate equipment and accompanying insurance to perform push camera inspections from both one- and two-story buildings, relative to finished grade.

Contractor shall provide the following:

- Sewer locating and lateral inspection camera equipment for lateral launch and push cameras
- Individual video files for each lateral inspection, individual lateral reports for each lateral inspection, and an address list of inspected addresses through a file sharing website (i.e. Microsoft One Drive, Google Drive, FTP sharing site, etc.) or on a USB flash drive or similar, as pre-approved by ER
- Flags
- Removable paint
- Certificate of insurance, with City of Long Beach named as additional insured

BID SPECIFICATIONS

- The necessary insurance to enable the Contractor to perform inspections on buildings from both one and two stories above grade
- Traffic control signs/devices, if required
- Qualified personnel in professional attire
- Personnel and vehicles with Company identification displayed

City shall provide:

- Address list of property(s) to have sewer located
- Excel spreadsheet to be used as a template when completing address list
- Set of substructure plans showing approximate gas main and service locations and approximate sewer main and sewer lateral locations
- Permission from customer to access areas of property not at ground level, if necessary
- Customer notification
- Assistance into location, if required
- Any required permits
- Manhole numbers
- ER Construction Inspector to be onsite for all post-construction sewer lateral inspections

Contractor shall assume access to sewer mains and property are available and standard work hours of 7:30 am to 4:00 pm, Monday through Friday, excluding City holidays. Location marking shall conform to Underground Service Alert of Southern California standards.

NOTE: Contractor shall not enter a house or building nor access the roof of a building unless a City of Long Beach employee is present.

Reporting for Pre-Construction Sewer Line Inspections

For scattered services, ER will require digital photos indicating location of sewer lateral lines.

Reporting for Post-Construction Sewer Line Inspections

For each sewer lateral inspected, the Contractor shall provide an individual lateral report and video of the inspection. The lateral reports will document the footage traveled during the sewer lateral inspection, any wyes encountered during the sewer lateral inspection, and the inspection footage traveled in each wye. All observations of cross bores and reasons for incomplete sewer line inspections shall be documented on the sewer lateral reports. All videos and their corresponding reports shall be named the following:

Video Name: "StreetName_House#_MMDDYYYY"

Report Name: "StreetName_House#_MMDDYYYY"

BID SPECIFICATIONS

In the scenario there are multiple laterals for one address, the videos and their corresponding reports shall be labeled the following:

“Roswell Ave 324 Lateral #1 12152017”
“Roswell Ave 324 Lateral #2 12152017”

In addition to individual lateral reports and videos, for inspections performed with a lateral launching camera, a summary report of all sewer laterals inspected between manholes shall be provided.

When submitting invoices, the Contractor shall provide an address list of the addresses inspected on the submitted invoice. The Contractor will be provided with an excel spreadsheet to use to complete the address list, see Exhibit A.

“Roswell Ave 324 Lateral #2”

POTHOLING SERVICES

Provide all equipment, materials and personnel to pothole and locate various substructures, using keyhole technology, at various locations within the City of Long Beach Gas & Oil Department gas service territory. Work may be done both in conjunction with Directional Boring Services or separately to meet City requirements.

Contractor shall provide the following:

- Hole coring equipment
- Vacuum equipment
- Slurry for backfill, if needed
- Epoxy for core replacement
- Certificate of Insurance, with City of Long Beach named as additional insured

City shall provide:

- Location and map of known substructures
- Permits necessary for excavation and drilling
- USA tickets naming contractor as a subcontractor
- Traffic Control, if required
- Temporary water service connection from Long Beach Water Department, if needed
- Assistance into location, if required

Contractor shall assume standard work hours of 7:00 am to 4:00 pm, Monday through Friday, excluding City holiday.

COMPLIANCE

OPERATOR QUALIFICATION

Pursuant to DOT Pipeline Safety Regulations, any contractor or subcontractor performing work on an ER-owned or operated pipeline must qualify employees before performing covered tasks on the pipeline. ER shall require all bid winning contractors and subcontractors to enroll in Operator Qualification Compliance with Veriforce, LLC. ER currently processes all Operator Qualifications based on Veriforce and ER Covered tasks and utilizes Veriforce to track Contractor Qualifications.

Bid winning Contractors will meet and confer with an ER representative prior to beginning work to identify Veriforce tasks that will need to be completed based on work to be performed. Contractor shall hold proof of employee qualified status at all times while on the jobsite, as pursuant to PHMSA rule 49 CFR 192, Subpart N, Qualification of Pipeline Personnel. ER shall have full and complete access to all appropriate records stored within the Veriforce system or maintained by the Contractor for purposes of determining personnel qualification(s). ER reserves the right to reject any contractor or subcontractor that does not meet the Operator Qualification Program requirements of the DOT regulations.

Prior to commencing work, the contractor shall provide a list of proposed contractor and subcontractor personnel and their qualifications to ER. The contractor must keep this list current for all personnel performing work on ER pipelines and facilities for the duration of the work.
performing work on ER pipelines and facilities for the duration of the work.

DRUG AND ALCOHOL PROGRAM

Pursuant to DOT Pipeline Safety Regulations, any contractor or subcontractor performing work on an ER-owned or operated pipeline must comply with the following federal requirements: Pipeline and Hazardous Materials Safety Administration Drug and Alcohol Testing Regulations 49 CFR Part 199 for pipeline operators, the Federal Highway Administration Drug and Alcohol Testing Regulations 49 CFR Part 382 for drivers of commercial motor vehicles and the Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40. It is the responsibility of the Contractor to be familiar with the requirements of these regulations.

Prior to start of work, the Contractor shall provide adequate documentation to substantiate full compliance with these regulations. This documentation shall include, but not be limited to; a current copy of the Contractor's written DOT mandated Drug and Alcohol testing policy indicating:

BID SPECIFICATIONS

1. Type of tests (pre-employment, preventative, post-accident, etc.) and details of the testing procedures employed;
2. Name of the Medical Review Officer and Substance Abuse Professional and an outline of their responsibilities;
3. Name of the testing laboratory and proof of National Institute on Drug Abuse (N.I.D.A.) certification by the U.S. Department of Health and Human Services; and Collection agency name.

ER, in its sole discretion, will determine whether the program submitted is compliant with DOT regulations. ER reserves the right to reject any contractor or subcontractor that does not meet the Drug and Alcohol Testing Program requirements of the DOT regulations.

ER reserves the right, in accordance with the provisions of 49 CRF Part 199, to inspect the Contractor's program records, upon request.

CONTRACTOR SAFETY PROGRAM

The contractor is responsible for maintaining a written Injury and Illness Prevention Program (IIPP), as required by California's Division of Occupational Safety and Health (Cal/OSHA), Title 8, California Code of Regulations (CCR) section 3203. Long Beach Energy Resources (ER) does not assume the safety obligations and responsibilities of individual contractors or subcontractors. ER does not have control over or charge of or responsibility for the safety programs in connection with the work of each contractor or subcontractor. It is the responsibility of the contractor/subcontractor to train and protect its employees in matters related to its IIPP. Contractors are required to provide, operate, inspect, and maintain their own safety and personal protective equipment (PPE) as required by Fed-OSHA, Cal/OSHA, EPA regulations, and other applicable governing bodies.

The following are elements that shall be included and submitted, in addition to the Contractor's written IIPP, as applicable according to exposing hazards. References to the California Code of Regulation (CCR) below are to Title 8, Industrial Relations.

- Code of Safe Work practices as required by 8 CCR 1509.
- Safety Instruction program as required by 8 CCR 1510.
- Hazardous Materials Communications Program (HazCom) as required by 8 CCR 5194.
- Heat Illness Prevention Program 8 CCR 3395.
- Excavation Safety 8 CCR 1541
- Electrical Safety
- Fall Protection
- Emergency Response
- Hearing Conservation
- Industrial Hygiene

BID SPECIFICATIONS

ER shall be the controlling authority on the worksite. The Contractor, in conjunction with ER supervision shall participate in a tailgate safety meeting prior to the commencement of any HDD activity.

The Contractor/Subcontractor shall perform a Job Hazard Analysis (JHA) prior to commencement of work.

ER will assist the contractor in the determination of applicability of these regulations to any work location in question. ER reserves the right to inspect the contractor's/subcontractor's program records, upon request.

The contractor is required to report to ER all events that result in hospitalization of any contractor personnel at the jobsite.

BID SPECIFICATIONS

Item No.	Item Code	Description	UOM	Price
		3/4" Polyethylene Pipe		
1	PE2708 - SDR 11/11.5	Pipe installation, 3/4" polyethylene, 100' to 300'	\$/Ft installed	Input Electronically
2	PE2708 - SDR 11/11.5	Pipe installation, 3/4" polyethylene, >300' to 500'	\$/Ft installed	Input Electronically
3	PE2708 - SDR 11/11.5	Pipe installation, 3/4" polyethylene, >500'	\$/Ft installed	Input Electronically
		Per Foot Total		
4	PE2708 - SDR 11/11.5	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically
		1" Polyethylene Pipe		
5	PE2708 - SDR 11/11.5	Pipe installation, 1" polyethylene, 100' to 300'	\$/Ft installed	Input Electronically
6	PE2708 - SDR 11/11.5	Pipe installation, 1" polyethylene, >300' to 500'	\$/Ft installed	Input Electronically
7	PE2708 - SDR 11/11.5	Pipe installation, 1" polyethylene, >500'	\$/Ft installed	Input Electronically
8	PE2708 - SDR 11/11.5	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically
		1-1/4" Polyethylene Pipe		
9	PE2708 - SDR 11/11.5	Pipe installation, 1-1/4" polyethylene, 100' to 300'	\$/Ft installed	Input Electronically
10	PE2708 - SDR 11/11.5	Pipe installation, 1-1/4" polyethylene, >300' to 500'	\$/Ft installed	Input Electronically
11	PE2708 - SDR 11/11.5	Pipe installation, 1-1/4" polyethylene, >500'	\$/Ft installed	Input Electronically
		Per Foot Total		
12	PE2708 - SDR 11/11.5	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically
		2" Polyethylene Pipe		
13	PE2708 - SDR 11/11.5	Pipe installation, 2" polyethylene, 100' to 300'	\$/Ft installed	Input Electronically
14	PE2708 - SDR 11/11.5	Pipe installation, 2" polyethylene, >300' to 500'	\$/Ft installed	Input Electronically

BID SPECIFICATIONS

Item No.	Item Code	Description	UOM	Price
15	PE2708 - SDR 11/11.5	Pipe installation, 2" polyethylene, >500'	\$/Ft installed Per Foot Total	Input Electronically
16	PE2708 - SDR 11/11.5	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically
		4" Polyethylene Pipe		
17	PE2708 - SDR 11/11.5	Pipe installation, 4" polyethylene, 100' to 300'	\$/Ft installed	Input Electronically
18	PE2708 - SDR 11/11.5	Pipe installation, 4" polyethylene, >300' to 500'	\$/Ft installed	Input Electronically
19	PE2708 - SDR 11/11.5	Pipe installation, 4" polyethylene, >500'	\$/Ft installed	Input Electronically
20	PE2708 - SDR 11/11.5	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically

6" Polyethylene Pipe				
21	PE2708 - SDR 11/11.5	Pipe installation, 6" polyethylene, 100' to 300'	\$/Ft installed	Input Electronically
22	PE2708 - SDR 11/11.5	Pipe installation, 6" polyethylene, >300' to 500'	\$/Ft installed	Input Electronically
23	PE2708 - SDR 11/11.5	Pipe installation, 6" polyethylene, >500'	\$/Ft installed	Input Electronically
24	PE2708 - SDR 11/11.5	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically
8" Polyethylene Pipe				
25	PE2708 - SDR 11/11.5	Pipe installation, 8" polyethylene, 100' to 300'	\$/Ft installed	Input Electronically
26	PE2708 - SDR 11/11.5	Pipe installation, 8" polyethylene, >300' to 500'	\$/Ft installed	Input Electronically
27	PE2708 - SDR 11/11.5	Pipe installation, 8" polyethylene, >500'	\$/Ft installed	Input Electronically
28	PE2708 - SDR 11/11.5	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically
2" Steel				
29	Grade B - Schedule 40	Pipe installation, 2" steel, 100' to 300'	\$/Ft installed	Input Electronically

BID SPECIFICATIONS

Item No.	Item Code	Description	UOM	Price
30	Grade B - Schedule 40	Pipe installation, 2" steel, >300' to 500'	\$/Ft installed	Input Electronically
31	Grade B - Schedule 40	Pipe installation, 2" steel, >500'	\$/Ft installed	Input Electronically
32	Grade B - Schedule 40	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically
		4" Steel		
33	Grade B - Schedule 40	Pipe installation, 4" steel, 100' to 300'	\$/Ft installed	Input Electronically
34	Grade B - Schedule 40	Pipe installation, 4" steel, >300' to 500'	\$/Ft installed	Input Electronically
35	Grade B - Schedule 40	Pipe installation, 4" steel, >500'	\$/Ft installed	Input Electronically
36	Grade B - Schedule 40	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically
		6" Steel		
37	Grade B - Schedule 40	Pipe installation, 6" steel, 100' to 300'	\$/Ft installed	Input Electronically
38	Grade B - Schedule 40	Pipe installation, 6" steel, >300' to 500'	\$/Ft installed	Input Electronically
39	Grade B - Schedule 40	Pipe installation, 6" steel, >500'	\$/Ft installed	Input Electronically
40	Grade B - Schedule 40	Pipe installation - minimum daily charge (applicable when per linear foot does not meet or exceed min. rate)	lot	Input Electronically
		Potholing Services		
41	directional drilling services	Potholing in conjunction with directional drilling services, price per hour	price/hour	Input Electronically
42	directional drilling services	Potholing in conjunction with directional drilling services, minimum hours	man hours	Input Electronically
43	as-needed	As-needed potholing services, price per hour	price/hour	Input Electronically
44	as-needed	As-needed potholing services, minimum hours	man hours	Input Electronically
Potholing and Directional Drilling Combined				SUBTOTAL

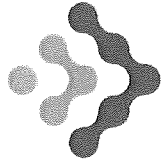
BID SPECIFICATIONS

Item No.	Item Code	Description	UOM	Price
Pre Job Locating				
45	sewer locating services	pre job sewer locating services in conjunction with drilling, price per hour	price/hour	Input Electronically
46	sewer locating services	pre job sewer locating services in conjunction with drilling, minimum hours	man hours	Input Electronically
Post Job Clearing - Lateral Launch Video Inspection				
47	sewer clearing services	post job clearing services in conjunction with drilling with video, price per hour	price/hour	Input Electronically
48	sewer clearing services	post job clearing services in conjunction with drilling with video, minimum hours	man hours	Input Electronically
Pre Job Locating				
49	as-needed	pre job sewer locating services on as needed basis, price per hour	price/hour	Input Electronically
50	as-needed	pre job sewer locating services on as needed basis, minimum hours	man hours	Input Electronically
Post Job Clearing - Lateral Launch Video Inspection				
51	as-needed	post job clearing services on as needed basis, price per hour	price/hour	Input Electronically
52	as-needed	post job clearing services on as needed basis, minimum hours	man hours	Input Electronically
Post Job Clearing - Push Camera Video Inspection via a Clean Out				
53	as-needed	post job clearing services on as needed basis, price per hour	price/hour	Input Electronically
54	as-needed	post job clearing services on as needed basis, minimum hours	man hours	Input Electronically
Post Job Clearing - Push Camera Video Inspection via a Roof Vent				
55	as-needed	post job clearing services on as needed basis, price per hour	price/hour	Input Electronically
56	as-needed	post job clearing services on as needed basis, minimum hours	man hours	Input Electronically
Sewer Locating			SUBTOTAL	

EXHIBIT A
Address List To Be Supplied with Each
Invoice From the Contractor

EXAMPLE OF ADDRESS LIST TO BE SUPPLIED WITH EACH INVOICE FROM THE CONTRACTOR									
STREET	ADDRESS	INSPECTION DATE	INSPECTION TYPE	REPORT	VIDEO	CLEAR/NOT CLEAR	REASON	COMMENTS	
(Street Name)	(House Number)	(MM/DD/YYYY)	(LL/PC) Lateral Launch or Push Camera, which method was used for this inspection	(Y/N) Is the report included with the invoice package	(Y/N) Is the video included with the invoice package	(C/NC) Clear or not clear of potential cross bore based on Contractor's inspection	(Reason @ XX.X') The reason a line was clear or not clear and the footage this reason occurs. Examples of reasons: Clear, Roots, Grease, Sewer Size too Small, Offset Joint, Sewer Collapsed, etc.	Any comments related to the inspection. Examples: Need Push Camera, Need Water Jet, etc.	
Example Blvd	1234	10/2/2017	LL	Y	Y	C	Clear @ 55.4'		
Roswell Ave	5417	2/24/2017	LL	Y	Y	NC	Roots @ 24.9'	Need Push Camera	
23rd St	214	6/8/2017	LL	Y	Y	NC	Roots @ 0.5'	Can't Enter Lateral	
Los Coyotes Dia	1932	11/23/2018	LL	Y	Y	NC	Offset Joint @ 12.5'		
Los Coyotes Dia	1932	12/2/2018	PC	Y	Y	C	Clear @ 62.3'		
Roswell Ave	5417	3/10/2017	PC	Y	Y	C	Roots @ 24.9'	Gas service doesn't cross foot thall	
Long Beach Blvd	1232 Lateral #1	5/12/2017	LL	Y	Y	C	Clear @ 22.6'		
Long Beach Blvd	1232 Lateral #2	5/12/2017	LL	Y	Y	C	Clear @ 57.8'		

EXHIBIT B
**G-228A "General Standard Specification
for Construction of Gas Main and
Services"**



LONG BEACH
ENERGY RESOURCES

G-228A
GENERAL STANDARD SPECIFICATION
FOR THE CONSTRUCTION OF GAS
MAIN AND SERVICES

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Section 1 General

1.0 General Information:

This attachment provides the general construction standards for City of Long Beach Energy Resources Department (LBER) pertinent to natural gas pipelines. The construction shall conform to the quality and workmanship standards acceptable for facilities of similar type. However, in any case, workmanship shall be satisfactory to LBER.

1.1 Submittals:

The following submittals to LBER are required prior to commencing work on any LBER-owned or operated pipeline.

- Verification of Related Work Experience
- Request for Contractor Safety Program Information
- Site Health and Safety Program
- Drug and Alcohol Program - 49 CFR 199
- Operator Qualification Program - 49 CFR 192, Subpart N
- State Contractors License

1.2 Specifications and Standards:

Unless otherwise directed, all work embraced herein shall be done in accordance with the applicable requirements provided in "Standard Specifications For Public Works Construction, 2015 edition," adopted by the City Council of the City of Long Beach and the City of Long Beach Public Works Engineering Standard Plans and in accordance with LBER General Construction Standards for Natural Gas Mains and Services.

Any term used herein, whether or not capitalized that is defined in Part 1 of the Standard Specifications shall have the meaning stated in said Section.

Standard Specifications for Public Works Construction, 2015, Edition are on file in the City Engineer's Office, where prospective bidders may inspect them. Copies of Standard Specifications may be purchased from the publisher, Building News, Inc., 1612 S. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

City Of Long Beach Public Works Engineering Standard Plans, referred to herein are available online at <http://www.longbeach.gov/pw/resources/engineering/standard-plans/>

1.3 Definitions:

"City" shall refer to the City of Long Beach.

"Contractor" shall refer to the party performing work for the City or others on the City of Long Beach natural gas distribution system.

"Contractor Safety-Potential Hazard Notification Form" is a written notification provided by LBER to the contractor that summarizes or lists recognized potential hazards unique to City of Long Beach operations. (See attached form).

"DOT" as used herein shall refer to the United States Department of Transportation.

"LBER Inspector" as used herein shall refer to the City's Construction Inspector or his duly authorized assistant.

"Long Beach Energy Resources Department" or "LBER" as used herein shall refer to the City's Gas Department. 3
LBER ON-CALL GAS PIPELINE CONSTRUCTION AND MISC. SERVICES (G-336) Addendum No.2 11/09/20

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“MUTCD” shall refer to the most recent version, as of the date hereof, of the “Manual of Uniform Traffic Control Devices,” published by the Federal Highway Administration.

“Non-Compliant Hazardous Work Condition” is any hazard that is considered to be non-compliant with Federal, State, or Local environmental, safety, or health regulations or that is inconsistent with reasonable person/contractor standards or generally accepted safety work practices.

“Project Engineer” as used herein shall refer to the LBER Engineer that has the responsibility to oversee the project.

“Safety Concern” is a situation that may become dangerous or hazardous, if reasonable person/contractor standards or generally accepted safety work practices are not followed.

“Shoring and bracing” when used in connection with the shoring plan or requirements shall mean any plan or requirement made for worker protection.

“Standard Specifications” shall refer to “Standard Specifications for Public Works Construction, 2015 Edition.”

“WATCH Handbook” shall refer to the most recent version, as of the date hereof, of the “Work Area Traffic Control Handbook”.

1.4 Notices:

The Contractor shall give advance notice shown below to the proper Agency office, prior to the time each of the following operations is to be commenced:

Advance Operation	Office	Phone	Notice
Start of Construction	Inspection Section	(562) 570-2085	2 Working Days
*Shutdown of work or resumption of work after shutdown	Inspection Section	(562) 570-2085	24 Hours
*Main shutdown, taps	Inspection Section	(562) 570-2085	3 Working Days tie-ins.

*Notice for these operations may be given to the LBER Inspector at the job site in lieu of calling the office.

The Contractor shall contact Underground Service Alert of Southern California at 811 not less than 48 hours prior to any excavation activities.

The Contractor shall notify the Long Beach Department of Public Works, telephone 562.570.6468 at least 48 hours in advance of excavating around, or adjacent to, any of the traffic signal facilities. For traffic signal notification, contact the Electronics Systems Division at (562) 570-2787. All repair work required for these facilities will be performed by the Bureau of Public Service, unless otherwise authorized or directed by the Director of Public Works. In either case, the Contractor shall be responsible for, and bear all costs for, any required remedial work due to damage caused by its operations.

1.5 Verification of Related Work Experience:

Work on any LBER-owned or operated pipeline must be performed by a qualified contractor. Any contractor performing work on any LBER-owned or operated pipeline must submit to LBER the following references and or documents to qualify the contractors work experience:

1. Provide a current State of California Class "A" contractor's license number;
2. Verification of DOT requirements (see below).
3. Verification that the Contractor has been in business for a minimum of 5 years;
4. Verification that the Contractor has completed 3 natural gas pipeline projects of comparable size and complexity in the last 5 years; and provide 3 references that can verify their experience in contract construction work involving the installation of underground natural gas steel and polyethylene pipeline systems. The following information must be provided in connection with each reference:
 - a. Identification of the company or government agency involved in a former contract;
 - b. Name of person in that company or government agency who can be contacted;
 - c. Telephone number of person identified (including area code); and
 - d. Description of job, including type of pipe material, size and length of the pipeline.

In lieu of the above experience requirements (Items 3 and 4), a contractor shall be deemed to qualify for this project if that Contractor has satisfactorily completed a project of similar size and complexity for LBER within the past 5 years.

If, in the judgment of the LBER Project Engineer, a contractor is not qualified to perform the work or the references submitted by the contractor are unsatisfactory, the LBER Project Engineer reserves the right to reject the contractor.

1.6 Operator Qualification Program:

Pursuant to DOT Pipeline Safety Regulations, any contractor or subcontractor performing work on an LBER-owned or operated pipeline must qualify employees before performing covered tasks, as defined in 49 CFR 192, Subpart N, on the pipeline. All contractors and subcontractors must provide a copy of an Operator Qualification Program that meets the requirements and complies with 49 CFR 192, Subpart N, Qualification of Pipeline Personnel. LBER, at its sole discretion, will determine whether the program submitted is compliant with 49 CFR 192. LBER reserves the right to reject any contractor or subcontractor that does not meet the Operator Qualification Program requirements of the DOT regulations.

Prior to commencing work, the contractor shall provide a list of proposed contractor and subcontractor personnel and their qualifications to LBER. The contractor must keep this list current for all personnel performing work on LBER pipelines and facilities for the duration of the work.

The contractor shall submit prior to the start of construction the methodology used to qualify the individuals along with the results for each individual on the activities they are qualified to perform. Where applicable this program also includes any sub-contractor hired by the contractor.

LBER reserves the right to inspect a contractor's Qualification Program records, if deemed necessary, including access to the contractors Operator Qualification database.

1.7 Drug and Alcohol Testing Program:

The Contractor shall comply with all the requirements of the Pipeline and Hazardous Materials Safety Administration Drug and Alcohol Testing Regulations 49 CFR Part 199 for pipeline operators, the Federal Highway Administration Drug and Alcohol Testing Regulations 49 CFR Part 382 for drivers of commercial motor vehicles and the Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40. It is the responsibility of the Contractor to be familiar with the requirements of these regulations.

Prior to start of work, the Contractor shall provide adequate documentation to substantiate full compliance with these regulations. This documentation shall include, but not be limited to; a current copy of the Contractor's written DOT mandated Drug and Alcohol testing policy indicating:

1. Type of tests (pre-employment, preventative, post-accident, etc.) and details of the testing procedures employed;

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2. Name of the Medical Review Officer and Substance Abuse Professional and an outline of their responsibilities;
3. Name of the testing laboratory and proof of National Institute on Drug Abuse (N.I.D.A.) certification by the U.S. Department of Health and Human Services; and Collection agency name.

LBER, in its sole discretion, will determine whether the program submitted is compliant with DOT regulations. LBER reserves the right to reject any contractor or subcontractor that does not meet the Drug and Alcohol Testing Program requirements of the DOT regulations.

10 days prior to start of construction the Contractor shall submit to the LBER Project Engineer a copy of the summary of results of the previous 3 month's drugs tests. This summary should include only the total number of persons tested each month and the number of positive and negative test results for each month. The names of those persons tested shall not be included in the summary report.

LBER reserves the right, in accordance with the provisions of 49 CFR Part 199, to inspect the Contractor's program records, upon request.

1.8 Contractor Safety Program:

The contractor is responsible to develop and maintain a written site Health and Safety Plans as required Occupational Safety and Health Administration (OSHA) regulations, California Code of Regulations (Cal/OSHA) and Environmental Protection Agency (EPA) regulations. Unless otherwise directed, the Contractor shall submit the site Health and Safety Program to LBER prior to commencing work on LBER facilities. The written health and safety plan must be available at the construction site.

It is the responsibility of the contractor/subcontractor to train and protect its employees in matters related to its Health and Safety Plans. Contractors are required to provide, operate and maintain their own safety and personal protective equipment as required by Fed-OSHA, Cal/OSHA, and EPA regulations.

Unless otherwise directed, the following shall be included in the Contractor's written site Health and Safety Program and submitted with the "Contractor Safety – Request for Program Information." References to the California Code of Regulation (CCR) below are to Title 8, Industrial Relations.

1. Injury and Illness Prevention Program (IIPP) and Code of Safe Work practices as required by 8 CCR 1509.
2. Safety Instruction program as required by 8 CCR 1510.
3. Respiratory Protection Program as required by 8 CCR 5144.
4. Confined Space Entry Program as required by 8 CCR 5157.
5. Lockout/Tagout Program as required by 8 CCR 3314.
6. Hazardous Materials Communications Program (HazCom) as required by 8 CCR 5194.
7. Asbestos Work Protocols for Asbestos Containing Materials as required by 8 CCR 1529 or 8 CCR 5208.
8. Hazardous Waste Operation Program / Site Health and Safety Plan (HAZWPOER) as required by CCR 5192.

LBER will assist the contractor in the determination of applicability of these regulations to any work location in question. LBER reserves the right to inspect the contractor's/subcontractor's program records, upon request.

The contractor must, by means of a qualified person (i.e., an individual knowledgeable of the requirements of the applicable regulation(s)), certify that the requested environmental health and safety submittals are compliant with regulatory requirements.

The contractor is required to report to LBER all events that result in hospitalization of any person at the jobsite.

1.9 Pre-Construction Safety Meeting:

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Prior to beginning construction projects, LBER and contractor/subcontractor personnel shall participate in a Pre-Construction Safety Meeting to discuss/receive information regarding the implementation and enforcement of the contractor's on-site safety program. The purpose of the Pre-Construction Safety Meeting is to review with the contractor, the "Contractor Safety-Potential Hazard Notification Form", and known potentially hazardous conditions unique to LBER activities, that are located within the immediate or surrounding area of the contractor's work site/location. In addition, the meeting's purpose includes informing the contractor that a "Notice of Non-Compliance (Safety)" will be issued for noted unsafe conditions that could impact the contractors' or LBER personnel, and that the LBER Safety Officer may be invited to investigate the need for OSHA intervention upon issuance of a "Notice of Non-Compliance (Safety)".

The Project Engineer or designee will complete the "Pre-Construction Safety Meeting Checklist" and discuss specific procedures related to work on LBER's system at the location. The contractor shall review and sign the "Pre-Construction Safety Meeting Checklist" and the "Contractor Safety – Potential Hazard Notification" form indicating that safety information has been provided to, and is understood by, the contractor. The LBER Project Engineer will keep a copy of the "Pre-Construction Safety Meeting Checklist" and the "Contractor Safety – Potential Hazard Notification Form," and copies shall be provided to the contractor.

The Pre-Construction Safety meeting group may include, but is not limited to, the following individuals:

1. The contractor's representative;
2. LBER Project Engineer or designee,
3. LBER Inspector or assistant,
4. LBER Safety Officer

It is the responsibility of the contractor/subcontractor to disseminate any safety-related information provided to the contractor/subcontractor by LBER to the contractor's/subcontractor's employees.

1.10 Addressing Contractor Hazards:

LBER personnel, upon discovering health and safety concerns that are not compliant with generally accepted safe work practices or Cal/OSHA regulations, are authorized to take the appropriate action to ensure that the contractor is informed of such concerns.

The Project Engineer, LBER Inspector or designee is authorized to address unsafe contractor work activities i.e., remove LBER employees from potential exposure, and request that the contractor stop construction activities in order to correct the unsafe condition, as necessary.

The "Notice of Non-Compliance (Safety)" form shall be completed and provided to the contractor any time as serious regulatory non-compliant condition has been observed and the contractor has not taken immediate action to correct the errant condition.

If Safety hazards remain unaddressed following the issuance of a "Notice of Non-Compliance (Safety)", the Project Engineer, LBER Inspector or designee may contact the Safety Officer in determining the need for Cal/OSHA intervention.

The Contractor understands that the Project Engineer and LBER Inspector have the responsibility of ensuring that the project is completed in compliance with the specifications. The Project Engineer and LBER Inspector have the right to protect City personnel from non-compliant hazardous work conditions created by the contractor and will request to have hazards abated prior to inspecting and accepting any aspect of the project.

1.11 Traffic Control:

Unless otherwise noted, the following provisions apply regarding traffic control.

Regulations related to traffic control are noted below:

1. Where hazards to workers exist because of vehicular traffic, traffic controls must be used in accordance with the MUTCD, as amended for use in California (See 8 CCR 1598).
2. Workers, who are on foot and exposed to vehicular traffic, must wear orange or strong yellow-green warning garments, such as vests, jackets, shirts or rainwear (8 CCR 1598(c)).
3. Flaggers are required when standard barriers and warning signs are inadequate to control traffic (8 CCR 1599(a)).

The Contractor shall provide control of vehicular and pedestrian traffic during the construction period as follows:

1. Unless otherwise provided in the LBER supplied Traffic Control Plans, the Contractor shall maintain a minimum of one lane in each direction while construction is in progress. If one ten-foot (10') wide lane in each direction is not feasible and traffic must be reduced to one lane, there shall be a flagman on duty to direct traffic. When construction is not being performed, all roadways shall be returned to their full traffic usage by plating or backfilling excavations.
2. Parking may be prohibited, as needed, by posting approved "No Parking" signs 24 hours prior to beginning construction. Signs shall be removed as soon as work is completed. Signs are available from LBER.
3. In accordance with the requirements of Section 21464 of the Vehicle Code of the State of California, no person shall without lawful authority remove any official traffic control device, guidepost or signpost placed or erected as authorized or required by law. Therefore, any such existing traffic control device, guidepost or signpost located within the alignment of or interfering with the new construction work required herein shall not be removed or relocated without first obtaining permission to do so from the City Public Works Department.
4. Where traffic is directed around or adjacent to the construction area, the Contractor shall provide, install, maintain and remove delineators, barricades, lights, signs, flagmen and other devices required for the control of traffic as required by the applicable City and State traffic regulations and the latest edition of the MUTCD Handbook. The City shall retain the right to relocate traffic control devices.
5. Reflector type temporary road signs will be allowed, if they are maintained in good condition at all times.
6. After the devices have been installed, the Contractor shall, at his own expense, maintain and keep them in good repair until acceptance of the work.
7. Contractor shall provide LBER with a responder list, including telephone numbers and estimated response times, of each person designated by the Contractor to respond if traffic or safety devices become hazardous to the general public. If the City is required or requested to respond after-hours to adjust, move, repair, or replace traffic or safety devices, the City will invoice the Contractor for charges associated with the call out and time to repair any traffic or safety devices per the City's approved fees and charges for mobilization.

1.12 Public Convenience and Safety:

All removed or stockpiled material shall be stored in such a manner as not to obstruct residential or commercial access or emergency response or drainage.

The following requirements are hereby made in supplement to Subsection 7-10, "Public Convenience and Safety," of the Standard Specifications.

All gas mains and service lines are to remain in service during construction unless otherwise specified.

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The Contractor shall provide a notice of at least one week in advance, prior to the start of construction to all residents and businesses facing or siding the construction area or area determined by the LBER Project Engineer. Said notice shall be in writing, on the Contractor's letterhead, and shall explain in concise terms the extent and nature of the project, the anticipated schedule, and the office and emergency telephone numbers where the Contractor's representative can be reached. All notices must be preapproved by LBER prior to start of construction.

Unless otherwise provided in the LBER supplied Traffic Control Plans, the Contractor shall maintain continuous access to all streets and alleys. When vehicular access to driveways cannot be maintained or access to an occupant's property is needed due to the nature of the work, the Contractor shall notify occupants of affected properties, in writing, two working days in advance of the time access to the property will be needed or will be cut off. When driveway access is cut off the Contractor shall schedule work in such a manner as to re-establish access with the least possible delay.

1.13 Construction Water:

Unless otherwise directed, all water used during construction shall be potable water and shall be approved by LBER. Water for construction may be obtained from the Long Beach Water Department (LBWD) system through application for temporary water service connection from LBWD – Service Counter at 1800 E. Wardlow Road, Long Beach, CA 90807. The LBWD will provide a construction meter for use at the nearest available public fire hydrant. Deposit requirement and charges for this temporary water service will be at the standard established rates of the LBWD. The Contractor shall not use water from any fire hydrant unless said water first passes through an approved meter/backflow provided by LBWD for the Contractor's use. Furthermore, the Contractor shall not, for any purpose, operate any valve in the LBWD system, but shall request authorized LBWD personnel do any necessary valve operation.

1.14 Cooperation:

Certain manholes, vaults, valve boxes or other appurtenances belonging to utility companies or others may need resetting to grade. No guarantee can be made that all such items are shown on the plans. The Contractor is not required to do the work of resetting such to grade, except sewer and storm drain manholes and LBER and Long Beach Water Department valve boxes and meter boxes; however, the Contractor shall notify the parties involved at least one week in advance of construction to give them opportunity to perform the necessary work in conjunction with work performed by the Contractor.

1.15 Inspection:

The LBER Inspector is designated by the Project Engineer to act on behalf of LBER to monitor the quality of the work from the standpoint of compliance with specification requirements. If, in the opinion of the Inspector, the quality of the construction work is not satisfactory, the Inspector may direct the Contractor to take whatever steps are necessary to bring the quality of the work up to specification standards or to stop the progress of the work, whichever is appropriate. The Contractor shall comply with all verbal and written orders issued by the Inspector.

The LBER Inspector shall have the authority, but not the obligation, to suspend the work wholly or in part for such period as he may deem necessary due to (1) unsuitable weather or other conditions or (2) the failure on the part of the Contractor to carry out orders given to it or to satisfactorily perform work required by any provisions of the contract.

1.16 Record Drawings:

The LBER Inspector shall keep and maintain a set of construction as-built drawings as the work proceeds. The Contractor shall notify the LBER Inspector of all construction changes and variations from the Plans, including all underground and surface improvements installed in locations other than those indicated on the Plans.

Where a Plan does not exist, the Contractor shall submit an accurate and detailed sketch.

The Contractor shall keep one complete set of the Plans at the work site at all times for the purpose of entering thereon any changes in alignment, elevation or material that may occur during the course of construction. If required, the Contractor shall complete a LBER standard Service Order and Report Form for each service line installed.

It shall be the responsibility of the Contractor to provide the LBER Inspector with any requested information relative to the installations.

1.17 Materials Furnished by Long Beach Energy Resources:

Unless otherwise specified, LBER will furnish all piping materials and related appurtenances.

The above material must be picked up and signed for by the Contractor at the LBER warehouse, 2400 E. Spring Street. Arrangements for pick-up must be made with the LBER Inspector at least 48 hours prior to pick up. The Contractor's representative should inspect all material prior to leaving the LBER warehouse. Responsibility for the material becomes the complete responsibility of the Contractor upon acceptance by the Contractor's representative. The material must be made available for on-site inspection by the LBER Inspector, prior to installation. Any material subsequently lost, stolen or rendered unusable in any way shall be replaced in kind by the Contractor at its own expense.

1.18 Materials Furnished by the Contractor:

The Contractor shall supply all consumable materials, including but not limited to welding materials, nitrogen, pipe slurry and other such items. The contractor must allow for inspection of contractor supplied materials by the LBER Inspector. All material supplied by the Contractor shall conform to industry standards and LBER specifications. LBER retains the right to reject any material and order contractor to supply material that meets with industry standards.

1.19 Warranty:

The Contractor shall warranty all work done against failure due to defective materials, if materials were supplied by the Contractor, or faulty workmanship for a period of 1 year from date of acceptance of the completed project by LBER unless some other period is expressly set forth.

Whenever any work or materials are to be warrantied or maintained by a manufacturer, supplier or subcontractor, said obligations shall be that of the Contractor.

In view of the constraints which the Public Works Department of the City may impose on any excavation necessary to perform substructure repair work after the street improvements are completed, every precaution shall be taken to ensure that the gas main installation is carried out in such a manner as to eliminate, as far as possible, any flaws which might generate a requirement for future remedial work. In particular, every conceivable effort must be made to preclude any possibility of the new gas main being laid in such a manner that it might come into contact with any other substructure, either inadvertently during installation or as the result of future ground movement.

If within a period of 1 year following acceptance of the completed installation, surveys indicate the possibility of either a gas leak or a cathodic protection current drain, LBER will perform the necessary excavation to expose a section of the line at that location. If the problem, in the opinion of LBER, originated during the installation work performed by the Contractor, the Contractor shall either repair, within a reasonable period of time, or reimburse LBER for all repair costs associated therewith, including all excavation, backfilling and paving in accordance with the requirements of the City Public Works Department. Should the problem prove to have been caused through no fault of the Contractor, LBER will assume liability for the necessary repair work at that particular location.

Section 2 Construction Standards

2.1 Underground Service Alert Marking Policy;

The City's policy applies to street and sidewalk markings used to identify the location of utility services under the USA Program and construction related markings, including but not limited to horizontal and vertical grade markings, survey stationing, offsets, curb lines, and other layout lines.

2.1.1 Street & Sidewalk Markings:

Substructure facilities shall not be marked more than 14 calendar days in advance of the work being performed. The contractor must outline their excavation area and include their name or initials in white spray chalk. Marking of brick pavers or concrete shall be in chalk-based or other naturally weathering materials that allow removal as specified below, but contractors and utility companies are encouraged to avoid marking in these areas by using offset markings.

2.1.2 Removal of Street & Sidewalk Markings:

It is the responsibility of the contractor to remove all utility identification and construction related markings after the completion of the work or as determined by the LBER Inspector and to the satisfaction of the City. Contractors are responsible for removal of any markings within two (2) months of the date the markings are no longer needed, or upon completion of the work, whichever occurs first. The City will accept natural weathering of markings if the markings disappear within the two-month period. If the markings are in brick pavers or concrete areas and if by natural weathering the markings still remain after two months, the contractor must replace the concrete or the brick pavers in-kind. Contractors and utility companies are encouraged to avoid marking in these areas by using offset markings.

Removal of markings shall comply with the federal, state and local requirements of the National Pollutant Discharge Elimination System (NPDES).

Street and sidewalk markings not removed by the required time lines, may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will invoice the contractor a charge equal to the actual costs of removal, plus an administrative fee of 20 percent for removing the markings, and making any repairs and/or replacements. This charge will include the cost to comply with NPDES.

2.2 Housekeeping:

The Contractor shall make housekeeping a top priority by performing housekeeping tasks daily or more often as necessary. At the end of each working day, the Contractor shall collect and prepare for disposal all scrap, debris and waste material generated by project activities from adjacent areas including the sidewalk area, gutter, street pavement and storm drains impacted by the project. All wastes shall be stored in covered containers, disposed of or recycled immediately.

The Contractor shall clean sidewalks, driveways or other paved areas within the construction site to eliminate or prevent mud tracking conditions and safety of the citizens. Vacuuming, power sweeping or manual sweeping is acceptable. Disposal of sweepings in a place that will not pollute the storm drain system is mandatory. Domestic water may be used but it shall be contained and directed to the City owned landscapes or the sanitary sewer. The discharge of wash-water to the storm drain system is strictly prohibited.

2.3 Noise Control:

BID NUMBER ITB ER20-071

The Contractor shall endeavor to keep the noise level resulting from its operations to a minimum at all times, especially during the morning hours.

2.4 Obstructions:

Unless otherwise directed, the Contractor shall not move or perform any work on any obstruction except in the presence of an authorized representative of LBER.

2.5 Subsurface Interferences:

The locations of all known existing subsurface structures, herein called interferences, have been determined from records and field investigations and are shown on the substructure drawings that are available for review in the office of the City Engineer. However, no guarantee can be made for the accuracy of the indicated locations or that all interferences are shown.

If the Contractor encounters any unknown interference, or if any known interference's actual location is greatly different than the drawings indicated, the Contractor shall immediately notify the LBER Inspector and shall not move the interference or perform any work on it except in the presence of the Inspector.

If the Contractor encounters any interfering line other than a sewer or storm drain line that is abandoned, the Contractor shall remove the interfering portions of the line and seal the open ends of the line in accordance with Section 306- 5, "Abandonment of Conduits and Structures," of the Standard Specifications.

If the interfering line is active, the owner of the line shall be notified and either the line will be moved by the owner or the Inspector will make minor revisions to the alignment of the construction.

Interferences other than utilities shall be removed by the Contractor to clear construction by a minimum of 12 inches.

2.6 Cathodic Protection:

Contractor shall coordinate the installation of test and bond wires with the LBER Corrosion Control Section through the LBER Inspector. Cathodic protection test wires shall be installed at insulator locations and brought to grade in a curb box in accordance with Standard Drawing A-914 or in an adjacent valve box. Bond wires shall be installed where indicated on the Plans and brought to grade in a curb box in accordance with Standard Drawing A-914.

2.7 Asbestos Coating:

The coating on the existing steel main pipelines, identified on any plans as being installed prior to 1960, the pipe coating or wrap must be tested for the presence of asbestos. Where it is necessary to cut into existing coated pipes or to remove existing coating, the work shall be performed by properly trained personnel using the correct techniques, and all resulting contaminated material shall be removed from the site and dropped at LBER base facility legally and in complete accordance with all applicable City, State and Federal rules and regulations

2.8 Excavation:

Excavations for pipe trenches and bell holes shall be made by trenching and excavation machines or by hand. All cutting of asphalt and concrete paving on public and private property shall be performed with rotary sawing equipment or by equipment, which grinds and pulverizes the paving material. Concrete shall be saw cut to the full depth of the pavement. All excavated material which is to be reused (subject to the restrictions in the paragraph entitled "Bedding, Backfill and Street Surface Restoration") shall be uniformly piled along trenches and bell holes in a manner, which will avoid interference with traffic, driveways, roads, alleys, sidewalks and other walkways. All other material shall be removed from the site and disposed of by the Contractor at regular intervals, prior to the end of each work week and as directed by LBER for public safety and convenience.

BID NUMBER ITB ER 22-010

If the cut edges of any paved surfaces located in a public street or within the limits of any private property site are broken during the course of construction, they shall be trimmed by saw cutting immediately prior to placing of the permanent asphalt or cement paving.

The Contractor shall arrange his work so that a maximum of five hundred feet (500') of trench (without plates) in a public street or alley shall be open at any time. The pipe installation crews shall follow the trench excavation work immediately.

If saw-cutting P.C.C. sidewalks, do so on the score marks or as directed.

Trench excavations for main pipelines in street and alleys shall have a maximum width of twenty-four inches (24") measured at the position of the horizontal diameter of the pipe. The maximum width of the top of the trench shall also be twenty-four inches (24"). Trenches shall be excavated to a minimum width so as not to damage the pipe coating during installation and to that depth necessary to provide a minimum coverage of thirty-six (36") inches from the top of the pipe to the final grade, except where greater depths may be required by special highway or road conditions or to avoid obstructions. Approval from LBER is required to vary from 36-inch cover.

Trench excavations for portions of service lines located in streets shall have a minimum width of twelve inches (12") measured at the position of the horizontal diameter of the service pipe. The minimum width of the top of the trench shall also be twelve inches (12"). Trenches for service lines located on private property shall be excavated to a minimum width so as not to damage the pipe during installation and to that depth necessary to provide a minimum coverage of eighteen (18") inches on private property and twenty-four (24") inches in streets and roads from the top of the pipe to the final grade, except where greater depths may be required by special road, alley or private property conditions or to avoid obstructions. Branch services shall be installed with a minimum of twenty-four (24") inches of cover at the lot line crossing. Joint utility trenching and service line separation shall be in accordance with Standard Drawing A-982.

Do not disturb local depressions, concrete cross gutters or concrete bus stop street pads. If they are disturbed, the entire structure shall be replaced.

All excavations shall be kept dewatered by pumping or other means, until the construction or installation of facilities is complete. Water must not be allowed to enter the storm drain system.

2.9 Cut and Bore Option:

The use of the cut and bore method for installing lines requires the approval of LBER. If the Contractor wishes to utilize the cut and bore method of installation the following requirements shall be strictly adhered to:

1. All bell holes through which the pipe passes during insertion into the bore hole will be excavated a distance below the pipe sufficient to allow complete visual inspection by the Long Beach Energy Resources Department Inspector. This distance shall be a minimum of twelve inches (12").
2. During insertion, the pipe shall be rotated and wiped clean and all water and debris shall be removed from the bell holes so that the integrity of the pipe and/or coating can be inspected thoroughly.
3. No piping shall be inserted into any borehole unless a Long Beach Energy Resources Department Inspector is present to observe the operation.
4. All substructures in the path of the proposed pipeline shall be completely exposed prior to insertion of the pipe. Where, in the opinion of the Inspector, the boring operation produces any indication of the possible existence of substructure interference, a bell hole shall be excavated at that location.

2.10 Pipe Placing:

BID NUMBER ITB ER 22-010

All coated steel pipe that is to be installed must be checked for holidays with electronic holiday detector (jeeped), in the presence of the LBER Inspector, prior to installation in a trench or pulled in a bore. All holidays must be repaired to the satisfaction of the LBER Inspector and the pipe re-checked prior to placement

Before the pipe is lowered into the trench, the trench shall be cleaned of all debris and a six-inch (6") sand bedding shall be placed and compacted in the trench bottom. The bedding or sand mounds shall be inspected by the LBER Inspector before the pipe is lowered into the trench. Special care must be taken in handling pipe to prevent damage to the pipe and any pipe coatings. Before pipe is lowered into final position, it shall be inspected and abrasions to the pipe or coating shall be repaired.

Pipe installed in open trenches shall be carefully lowered to final grade by hand or by using belt slings. Pipelines, as finally constructed, shall conform to the profile of the excavation at all points and the pipe shall be free from excessive strains after backfilling is complete.

2.11 Replacement Service Lines:

Unless indicated or otherwise approved, all replacement service and branch lines shall be of the same size as that of the existing service line and shall be tested as specified below before being placed into service within the existing gas distribution system. An excess flow valve shall be installed on all single family residential service lines and other service lines as directed by the LBER Inspector.

2.12 Bedding and Backfill:

Backfill (including bedding, sand encasements, and trench and pit backfill) shall be constructed in accordance with the applicable provisions of Subsection 306-1.2.1 of the Standard Specifications. However, rocks, broken pavement, or similar materials will not be allowed.

The Contractor shall not backfill any trench without the approval of the LBER Inspector. All underground piping shall satisfactorily pass inspection prior to backfilling the trench. Backfilling must not commence until the pipe fits the trench and is at the proper depth and as-built surveys have been completed.

Plastic warning identification tape shall be placed in all open excavations while they are being backfilled. The tape shall be located approximately one foot (1') below finished grade above pipe and service tees.

Upon completion of the required pipe bedding and sand encasement in streets, alleys, driveways and sidewalks, the trench depth from six inches (6") above the top of the pipe to not less than one-inch below the bottom surface of the existing A.C. or P.C.C. paving shall be filled with "one sack slurry" and 95% compaction. Materials for this slurry shall meet the requirements for Class 100-E-100 concrete as specified in the Standard Specifications.

The use of native materials from excavations on private property as fill shall be permitted, except that material such as stones, pieces of wire, concrete, etc., shall not be allowed. Backfill material containing hard lumps of clay, adobe, etc., shall be permitted; however, the Contractor shall take whatever steps are necessary to prevent the consolidated soil pieces from coming closer than six inches (6") to any portion of the plastic service line system. Use of native soil is subject to approval by LBER Inspector. Backfill compaction on private property shall be done with a pneumatic hand-tamping machine.

2.13 Street and Sidewalk Surface Restoration:

In all cases, the aesthetic appearance of the paving restoration shall be considered prior to start of excavation. All pavement restoration shall be completed to satisfaction of the Project Engineer. Unless instructed otherwise, all work shall be done in accordance with the Standard Specifications and City of Long Beach Public Works, City of Signal Hill or Harbor Department requirements, as applicable.

Temporary asphalt surfacing will be required to maintain road service until the permanent pavement is installed. When temporary asphalt is used, it shall be placed in four inch (4") lifts and compacted.

Permanent concrete pavement or asphalt restoration shall match the thickness of existing pavement plus one inch (1"). Permanent asphalt street surface restoration shall consist of not less than five inches (5") thick asphalt concrete conforming to the requirements of Class C2-AR-4000 as specified in Section 203-6 of the Standard Specifications. Slurry seal shall be applied for the entire lane width and shall extend a minimum of 5 feet on either end of AC patch. Permanent concrete street surface restoration shall consist of not less than four inch (4") thick portland cement concrete conforming to the requirements of Class 520-C-2500 as specified in Subsection 102-1.1.2 of the Standard Specifications.

Pavement placement methods shall be as follows:

1. Existing concrete pavement on top of an aggregate granular base will require placing concrete on top of the slurry backfill until flush with the existing pavement and surfacing to match the existing finish.
2. Existing asphalt concrete pavement on top of aggregate granular base will require placing asphalt concrete on top of the slurry backfill and rolling to match the existing pavement grade. The asphalt concrete shall be applied in two layers, base course and wearing course. The wearing course shall have a minimum thickness of one-inch (1") plus or minus one-quarter of an inch (1/4") and shall be rolled to match the existing pavement grade.

When any pavement restoration occurs within two feet (2') of an existing construction joint, cold joint, expansion joint, toe of gutter, face of curb or edge, the pavement between the excavation and the joint or edge shall be removed and replaced in kind along with the excavation paving.

Permanent pavement restoration shall commence within 10 working days from completion of construction. Final paving may be delayed long enough to allow for the accumulation of at least one (1) day's work for a crew.

The Contractor shall employ sufficient personnel and equipment necessary to expeditiously accomplish proper placement and compaction of the asphalt concrete pavement to the satisfaction of the Inspector.

2.14 Pressure Tests:

All new main and service lines shall be pressure tested as specified below before being connected to the existing gas distribution system. Leak testing of piping shall be completed prior to installing permanent pavement.

2.14.1 Pipeline Main Pressure Testing:

Upon completion of pipeline installation, the complete pipeline system shall be pressure tested with air or nitrogen and approved by LBER. The contractor shall furnish all equipment, including but not limited to: compressor, recording gauges with proof of current calibration and fittings necessary to pressurize and test the piping system. The test recording device must be installed and removed in the presence of the LBER Inspector. The test recording device used for testing mains shall be a circular chart clock recording gauge that shall produce a permanent graphic record of the test results. After all of the pipe joints of the complete system have been fused or welded together, the ends shall be closed, and air or nitrogen shall be pumped into the new pipeline system. Unless otherwise noted, the system shall be tested at a minimum of 95 psig for generally 24 hours but not less than 12 hours.

The system shall stand under the test pressure for the specified time duration. If any air or nitrogen escapes, as shown by a drop-in gauge pressure in excess of that attributable to temperature changes, during the course of the test, the Contractor shall be required to locate the leak(s) and repair them at his own expense. If the drop-in pressure is attributable to a defective weld or fusion joint, the weld or fusion shall be cut out and a new weld or fusion shall be made. In the event that a weld or fusion joint has been cut out and the ends of the pipeline so affected cannot be brought together without damage to the pipe, the contractor shall weld or fuse in a short piece of pipe. The

rewelded section of a steel pipeline shall then be field wrapped by the contractor as previously specified herein. After repair work is completed, the testing procedure shall be repeated until the complete system is proved air tight to the satisfaction of the LBER Inspector.

The contractor shall notify the LBER Inspector 24 hours in advance when the pipeline system will be ready for pressure testing.

2.14.2 Service Line Pressure Test:

The Contractor shall furnish the necessary gauges, fittings and equipment to pressurize and test each service line installation with air.

Each new service line system shall be air tested as follows:

After the complete service line system has been assembled, air shall be pumped into the system through the shut-off valve at the riser end (or through one of the shut-off valves with the other shut-off in the case of a branched service), through an untapped new service tee, or through a special pressurizing/purging manifold. The air test pressure shall then be increased until the complete system with all its branches, if applicable, has been pressurized to a minimum of 95 psig. The air pressure shall extend from the shut-off valve to the top of the untapped gas main inside the service tee. The plastic system being tested shall be capable of maintaining an air pressure of 95 psig for a period of not less than 15 minutes without any discernible reduction in air pressure when using a gage with a large face diameter by means of which a very small leakage of air during the period of the test can be readily detected. The Contractor shall notify the LBER Inspector in advance when service lines will be tested. The LBER Inspector shall witness each service line test. If the service line shows any sign of leakage, the LBER Inspector will designate the air test as a failure.

In the event of failure to pass an air test, the Contractor shall take appropriate steps to eliminate the source of the leakage, at its own expense, and the air test shall be repeated in the presence of the Inspector as many times as necessary to establish the gas tight integrity of the service line system.

2.15 Tie-In Procedures:

All tie-ins are to be performed under the supervision, and subject to the approval, of the LBER Inspector. All tie-ins that are performed by LBER will be billed to the contractor.

Whenever line stoppers are inserted into pressure control fittings to shut off the flow of gas, a pressure gauge shall be installed on the connected pipelines outside of pipeline section that will be taken out of service, to ensure that gas pressure to current customers is not inadvertently reduced. Each gauge will be of an appropriate range with respect to the gas main operating pressure. For example, main pressure of 7-10 psig, 15 psig, above 15 psig, will require a 0-60 psig gauge. This requirement may be waived, with permission of the Inspector.

2.16 Retirement Procedures:

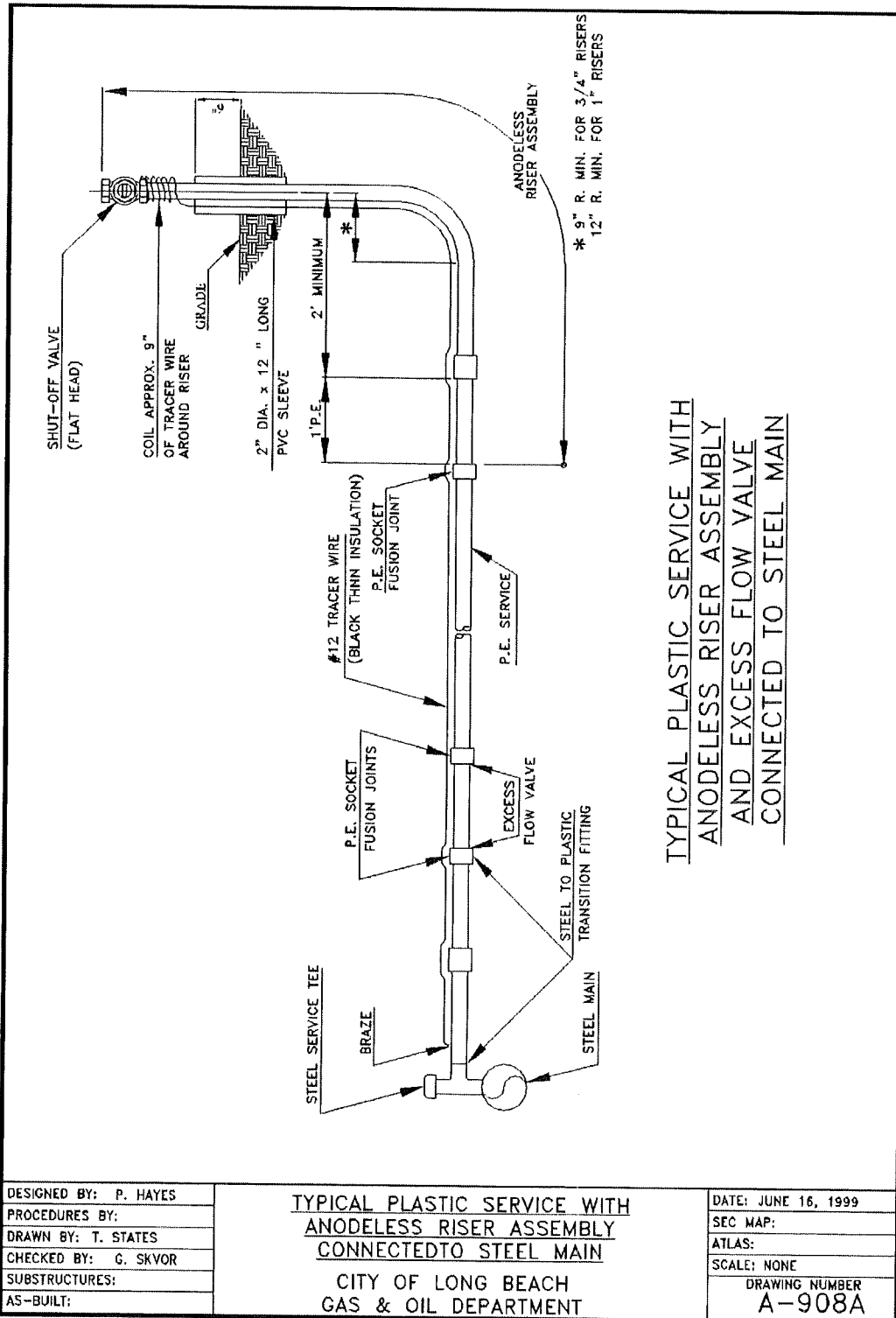
Unless otherwise noted, each pipeline abandoned in place must be disconnected from all sources and supplies of gas, purged of gas and filled with inert materials. Unless otherwise indicated, long pipelines shall be cut at each 200 feet of pipe length and a redwood plug inserted or steel plate shall be welded at each end. Contractor shall remove and salvage all valves from the retired main. Valve boxes and curb boxes shall be removed from the retired pipe and disposed of. Pipelines 6" or greater shall be abandoned by filling with slurry as per the City and LBER standards.

List of Standard Construction Drawings

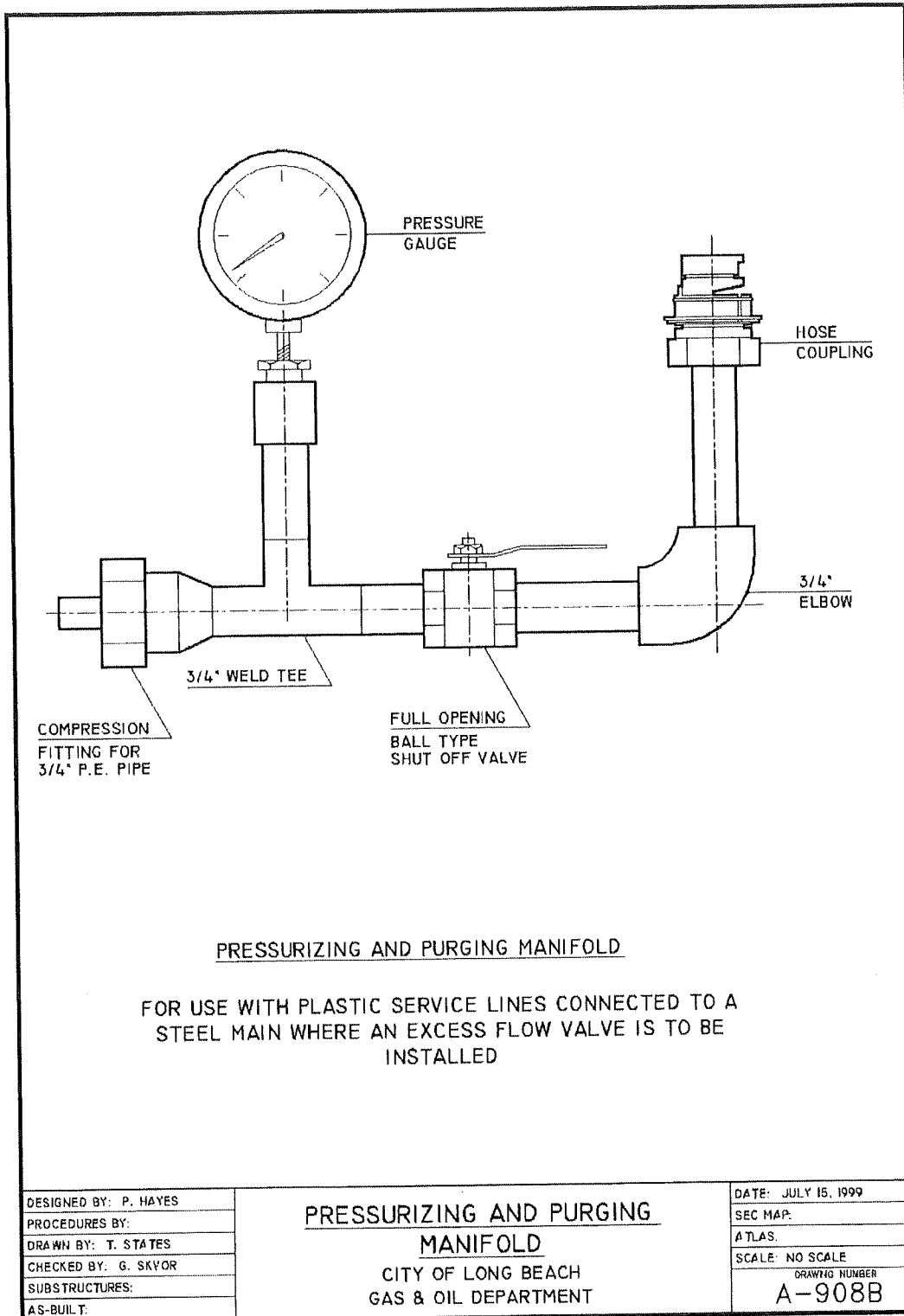
BID NUMBER ITB ER 22-010

DRAWING NUMBER	TITLE
Drawing A-908A	PE Service w/ Anodeless Riser and Excess Flow Valve Connected to Steel Main
Drawing A-908B	Pressurizing and Purging Manifold
Drawing A-909	PE Service w/ Anodeless Riser Assembly Connected to PE Main
Drawing A-909A	PE Service w/ Anodeless Riser Assembly and EFV Connected to PE Main
Drawing A-914	Typical Cathodic Protection Test Terminal
Drawing A-982	Joint Utility Trench Detail
Drawing A-983	Gas Piping Installation for Meter Rooms
Drawing A-985A	Typical Stub-Out Diagram for Multiple Gas Meter Installation Residential
Drawing A-986	Separation Requirement for Gas Service and Meter Assembly
Drawing A-989	Typical Plastic Service Stub-Out with Mechanical End Cap Connected to PE Main
Drawing A-990A	Residential Meter Compartment
Drawing A-996	Typical Installation of 2" PE Ball Valve
Drawing A-997	Typical Installation of 4" or 6" PE Ball Valve

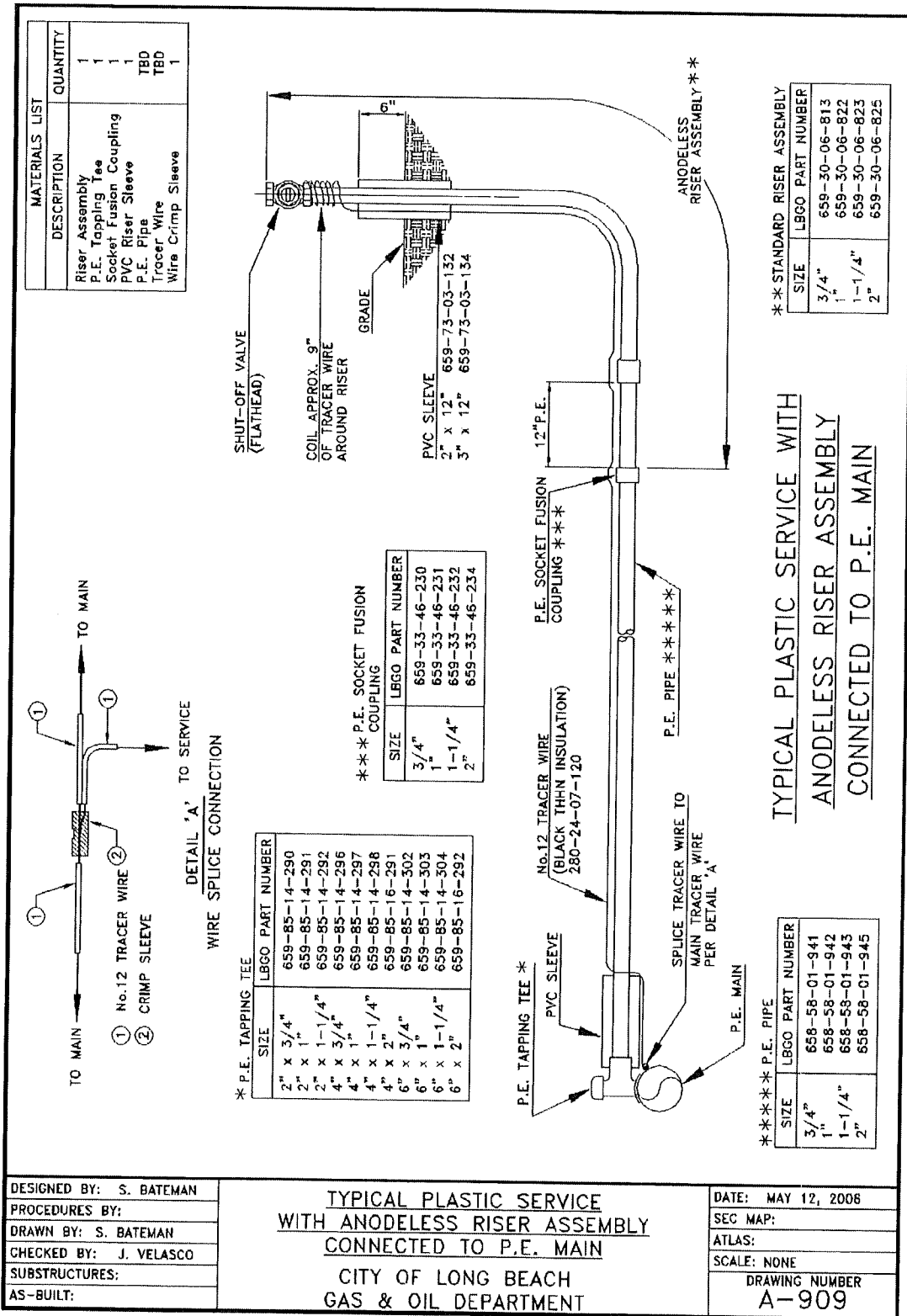
A-908A: PE Service w/ Anodeless Riser and EFV Connected to Steel Main



A-908B: Pressurizing and Purging Manifold



A-909: PE Service w/ Anodeless Riser Assembly Connected to PE Main

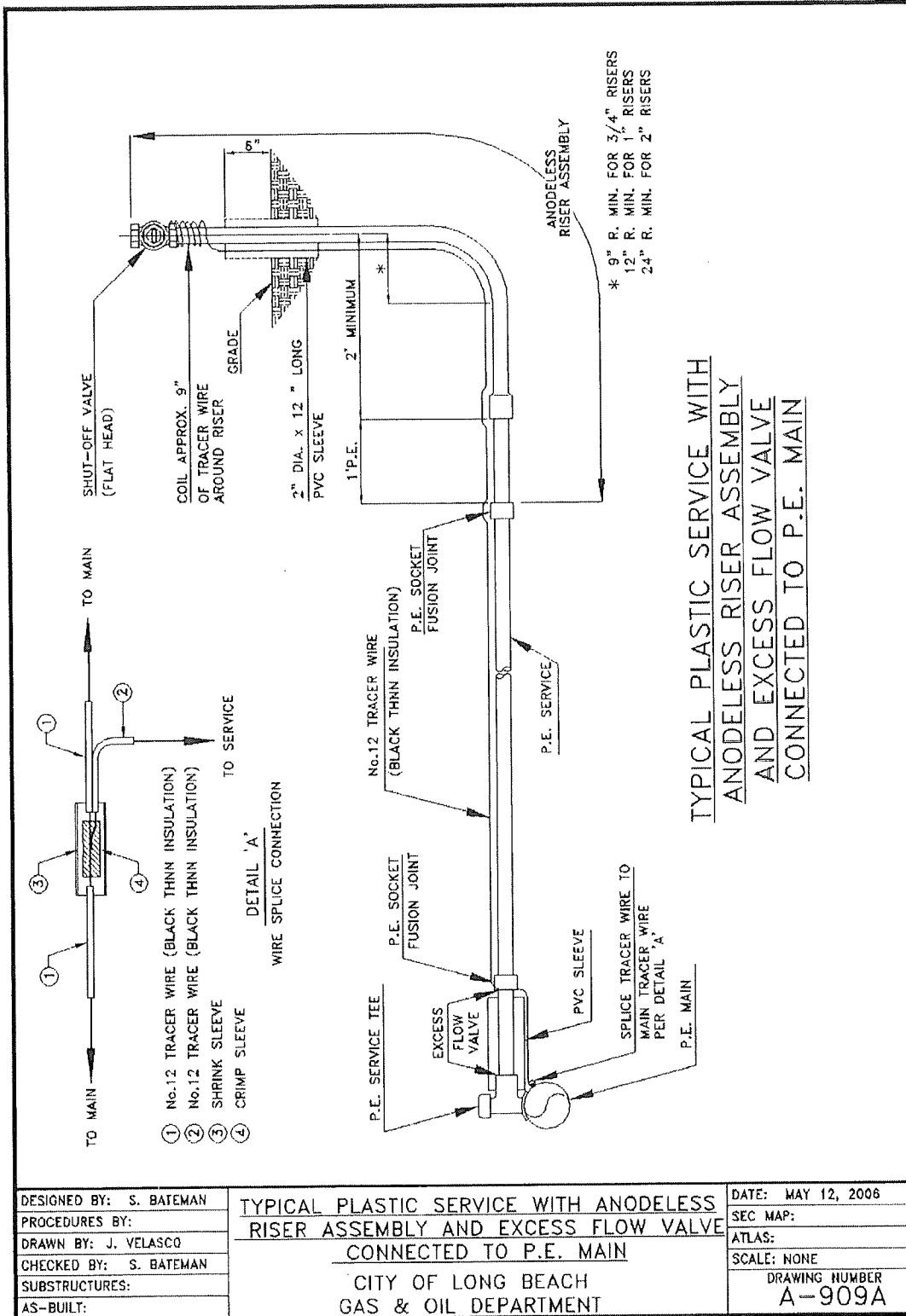


DESIGNED BY: S. BATEMAN
 PROCEDURES BY:
 DRAWN BY: S. BATEMAN
 CHECKED BY: J. VELASCO
 SUBSTRUCTURES:
 AS-BUILT:

TYPICAL PLASTIC SERVICE WITH ANODELESS RISER ASSEMBLY CONNECTED TO P.E. MAIN
 CITY OF LONG BEACH GAS & OIL DEPARTMENT

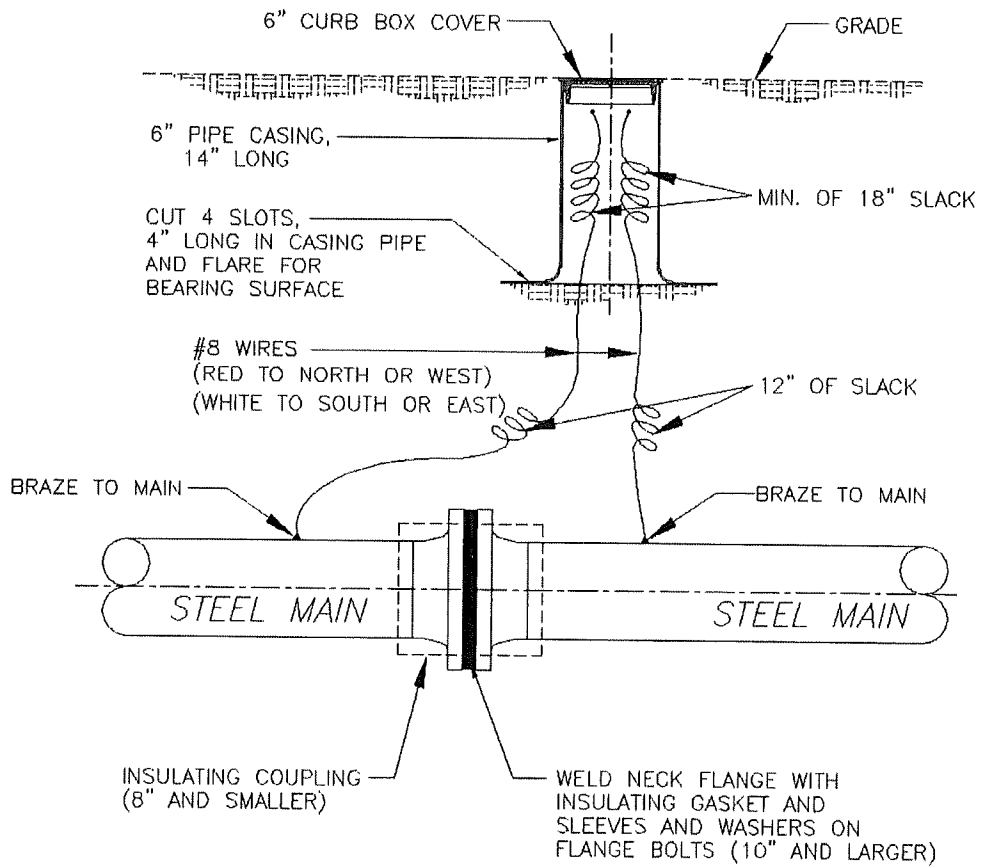
DATE: MAY 12, 2006
 SEC MAP:
 ATLAS:
 SCALE: NONE
 DRAWING NUMBER
 A-909

A-909A: PE Service w/ Anodeless Riser Assembly and EFV Connected to PE Main



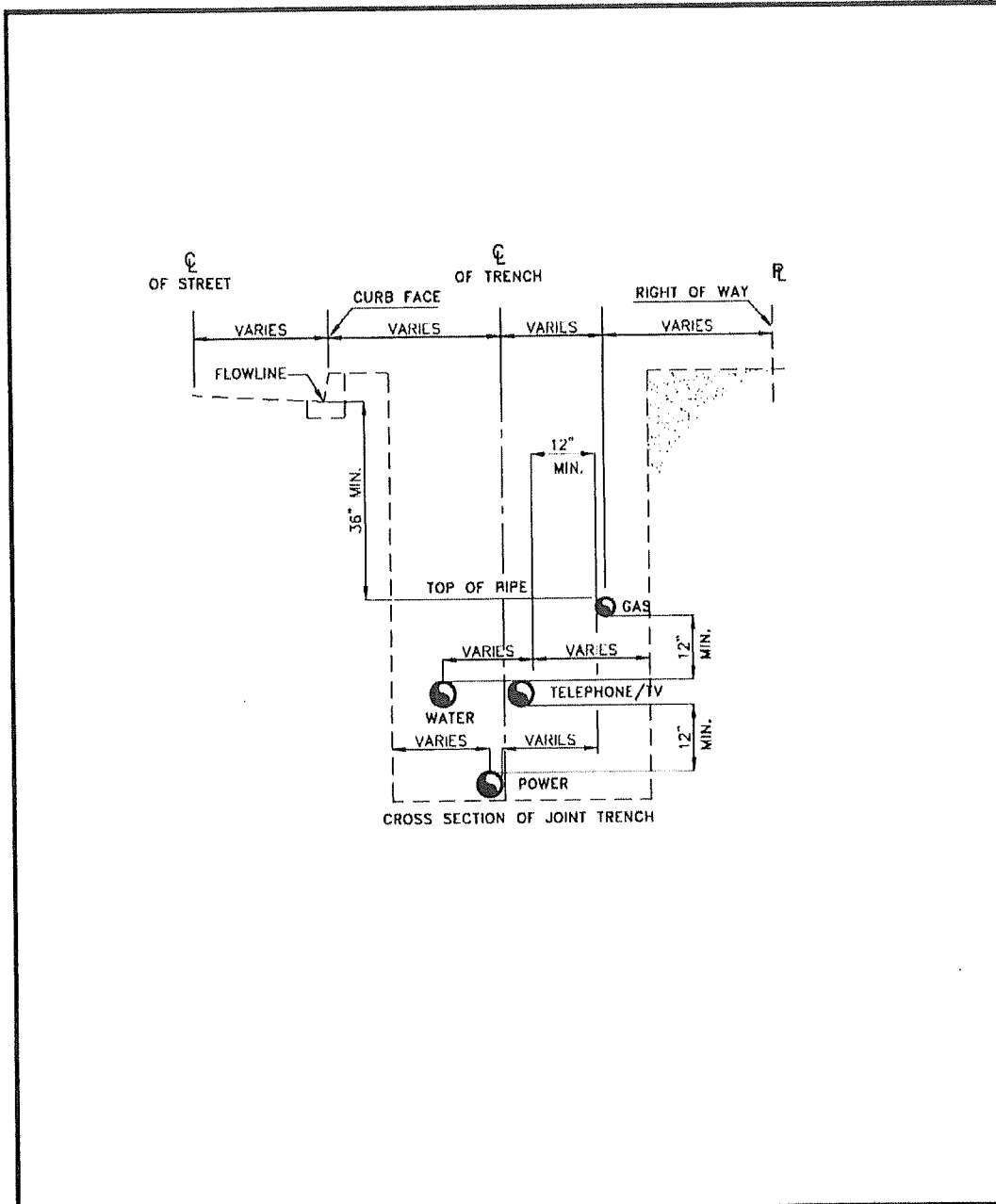
A-914: Typical Cathodic Protection Test Terminal

NOTE: LOCATE CURB BOX AND WIRES OVER INSULATOR IN STREET UNLESS AREA IS SUBJECT TO VERY HEAVY TRAFFIC, IN WHICH CASE THEY MAY BE OFFSET INTO ADJACENT SIDEWALK OR OTHER SAFE LOCATION. (IF IN DOUBT, CHECK WITH THE CORROSION CONTROL SUPERVISOR.)



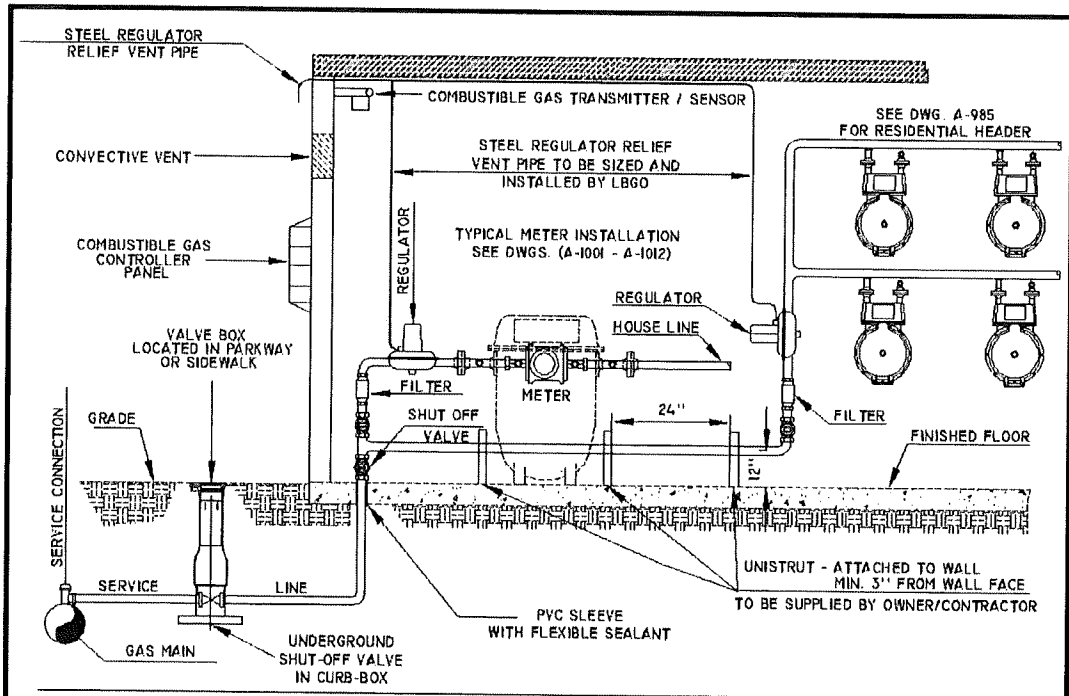
DESIGNED BY: S. BATEMAN	TYPICAL CATHODIC PROTECTION TEST TERMINAL CITY OF LONG BEACH GAS & OIL DEPARTMENT	DATE: MAY 12, 2006
PROCEDURES BY:		SEC MAP:
DRAWN BY: S. BATEMAN		ATLAS:
CHECKED BY: J. VELASCO		SCALE: NONE
SUBSTRUCTURES:		DRAWING NUMBER
AS-BUILT:		A-914

A-982: Joint Utility Trench Detail



DESIGNED BY: S. BATEMAN	JOINT UTILITIES TRENCH DETAIL CITY OF LONG BEACH GAS & OIL DEPARTMENT	DATE: MAY 12, 2006
PROCEDURES BY:		SEC MAP:
DRAWN BY: J. VELASCO		ATLAS:
CHECKED BY: S. BATEMAN		SCALE: NONE
SUBSTRUCTURES:		DRAWING NUMBER
AS-BUILT:		A-982

A-983 1 OF 2: Gas Piping Installation for Meter Rooms



GENERAL NOTES:

- 1) A METER ROOM IS AN ENCLOSED SPACE WITHIN A BUILDING OR STRUCTURE THAT IS TO BE USED TO HOUSE NATURAL GAS METERING EQUIPMENT.
- 2) IT IS THE RESPONSIBILITY OF DEVELOPER / CONTRACTOR / OWNER TO COMPLY WITH ALL METER ROOM PROVISIONS AND OBTAIN LBGO APPROVAL PRIOR TO THE INSTALLATION OF METERS.
- 3) A METER ROOM SHALL BE DEDICATED SOLELY FOR THE PURPOSE OF HOUSING NATURAL GAS METERING AND REGULATING EQUIPMENT, AND BE PHYSICALLY SEPARATED BY SOLID WALLS FROM OTHER SPACES THAT ARE FOR MULTI-USE. A METER ROOM SHALL NOT BE USED AS A STORAGE AREA.
- 4) METER LOCATION AND METER ROOM PIPING SHALL CONFORM TO THE CURRENT EDITION OF THE CALIFORNIA PLUMBING CODE, CHAPTER 12; CALIFORNIA MECHANICAL CODE; CHAPTER 13; AND PIPELINE SAFETY REGULATIONS, 49 C.F.R. PART 192.
- 5) LONG BEACH GAS & OIL HAS CLASSIFIED ALL METER ROOMS AS HAZARDOUS LOCATIONS, CLASS I, DIVISION 2, PURSUANT TO THE NFPA 70, NATIONAL ELECTRIC CODE, ARTICLE 500. ALL ELECTRICAL INSTALLATIONS THAT TERMINATE OR PASS THROUGH A METER ROOM SHALL CONFORM TO ARTICLE 501 - CLASS I LOCATION, OF THE LATEST EDITION OF NFPA 70, NATIONAL ELECTRIC CODE.
- 6) THE FLOOR TO CEILING HEIGHT IN A METER ROOMS SHALL BE NO LESS THAN SIX FEET, EIGHT INCHES (6'-8").
- 7) EACH METER ROOM SHALL HAVE A COMBUSTIBLE GAS DETECTION SYSTEM WITH AN AUDIBLE ALARM AND STROBE LIGHT LOCATED OUTSIDE THE METER ROOM. EVIDENCE THAT THE COMBUSTIBLE GAS DETECTION SYSTEM HAS BEEN TESTED SHALL BE SUPPLIED TO LBGO PRIOR TO THE INSTALLATION OF GAS METERS. GAS DETECTION SYSTEM SHALL BE LABELED SO AS NOT TO BE CONFUSED WITH FIRE ALARMS.
- 8) METER ROOM SHALL HAVE A MINIMUM OF TWO VENTS TO AN OUTDOOR SPACE OR PARKING STRUCTURE SPACE.
- 9) METER ROOM DOORS SHALL HAVE AN IDENTIFICATION LABELED "GAS METER ROOM."
- 10) REGULATOR RELIEF VENT PIPING MUST TERMINATE OUTDOORS.
- 11) METER ROOM ACCESS SHALL BE DIRECTLY FROM OUTDOORS OR FROM A PARKING STRUCTURE.

DESIGNED BY: S. BATEMAN
PROCEDURES BY:
DRAWN BY: J. VELASCO
CHECKED BY: M. ZUKOSKI
SHEET
1 OF 2

**GAS PIPING INSTALLATIONS
FOR METER ROOMS**
CITY OF LONG BEACH
GAS & OIL DEPARTMENT

DATE: JUNE 15, 2005
SUBSTRUCTURES:
AS-BUILT:
SCALE: NO SCALE
DRAWING NUMBER
A-983

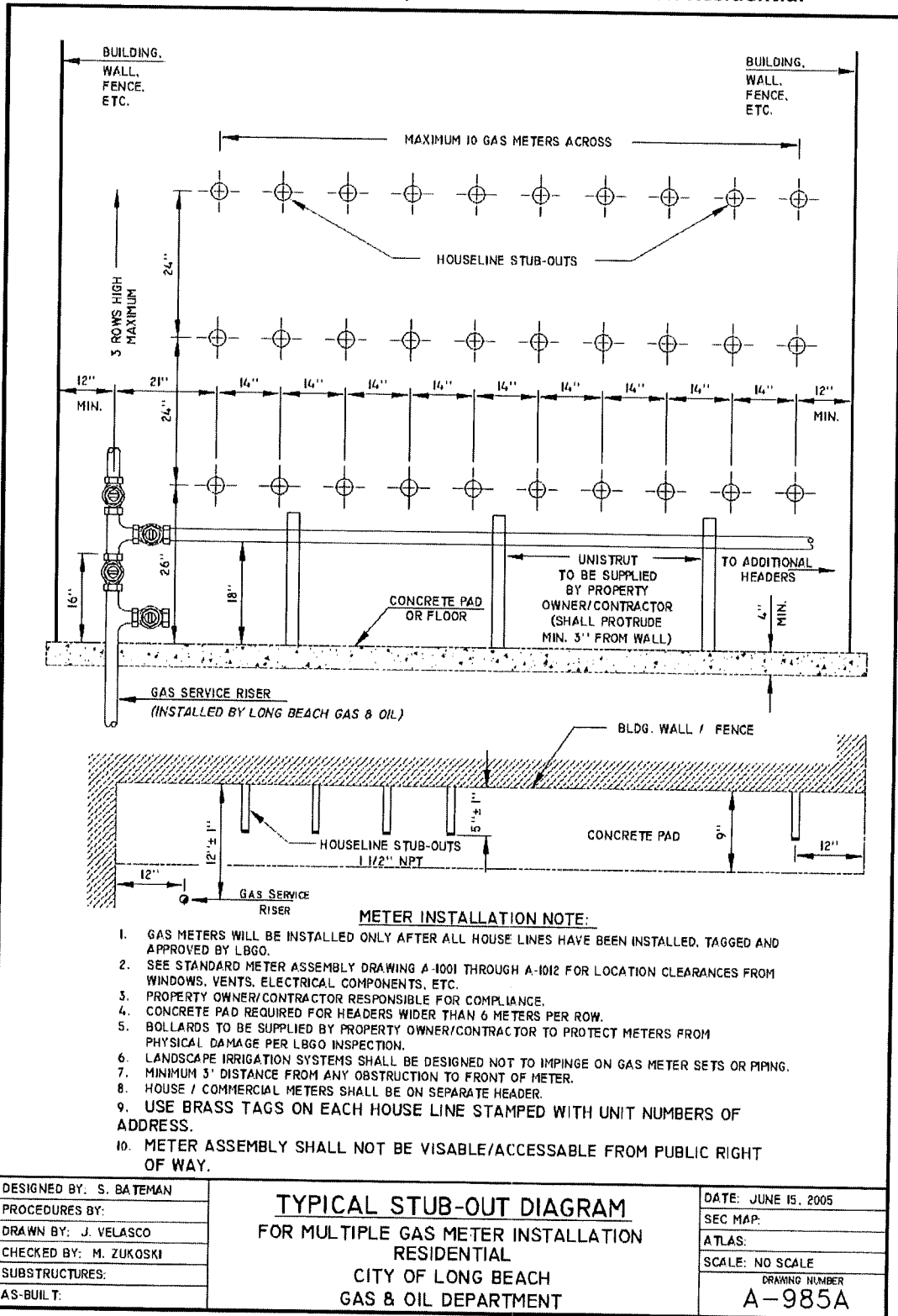
A-983 2 OF 2: Gas Piping Installation for Meter Rooms

GENERAL NOTES:

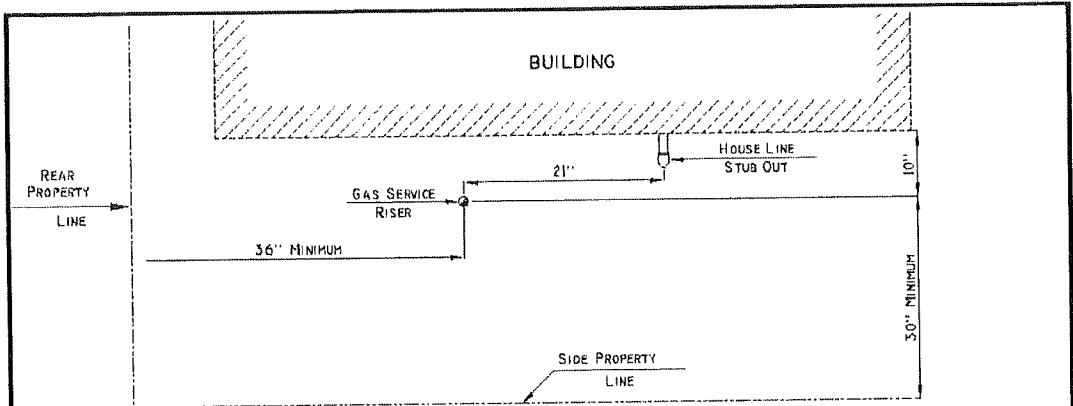
- 12) ALL METER ROOMS SHALL HAVE KEYS LOCATED IN LOCKBOXES OUTSIDE METER ROOM DOOR. MULTIPLE METER ROOMS ON SAME PROPERTY SHALL HAVE DOOR LOCKS KEYED ALIKE WITH LOCKBOXES.
- 13) COMBUSTIBLE GAS DETECTORS
 - A. LOCATED INSIDE ROOM
 - 1. GAS SENSOR - LOCATED NO MORE THAN 6 INCHES FROM THE CEILING
 - 2. TRANSMITTER - TO OUTSIDE CONTROLLER
 - 3. CONDUIT TO MEET REQUIREMENTS OF ARTICLE 501 OF NFPA 70, NATIONAL ELECTRIC CODE FOR CLASS I, DIVISION 2 LOCATIONS
 - B. LOCATED OUTSIDE METER ROOM NEAR DOOR
 - 1. CONTROLLER
 - 1. DISPLAY - SHOWING THE % LOWER EXPLOSIVE LIMIT (LEL)
 - 2. AUDIBLE ALARM - MANUAL SILENCE OK UPON ACKNOWLEDGEMENT OF ALARM
 - 3. FLASHING RED STROBE LIGHT - OPERATIONAL SO LONG AS ALARM CONDITION EXISTS (LEL EXCEEDED)
- 14) VENTILATION
 - A. CONVECTIVE VENTILATION
 - 1. MINIMUM TWO (2) VENTS REQUIRED
 - I. ONE VENT LOCATED NO MORE THAN 4 INCHES FROM CEILING OF METER ROOM
 - II. ONE VENT LOCATED NO MORE THAN 12 INCHES FROM FLOOR OF METER ROOM.
 - III. MINIMUM HORIZONTAL SEPARATION OF 2 FT., OR ON DIFFERENT WALL
 - 2. EACH VENT = MINIMUM OF 6 INCHES FROM SIDE WALL
 - 3. EACH VENT GRILLE AREA - MINIMUM 4 SQ. FT., WITH A MINIMUM HORIZONTAL WIDTH OF 2 FT.
 - B. NEGATIVE AIR FLOW - ALTERNATIVE TO CONVECTIVE VENTILATION
 - 1. EXHAUST VENT DIRECTLY TO OUTSIDE AREA OR PARKING STRUCTURE
 - 2. MUST MEET ELECTRICAL REQUIREMENTS OF ARTICLE 501 OF NFPA 70, NATIONAL CODE FOR CLASS I, DIVISION 2 LOCATIONS
- 15) IF BUILDING IS EQUIPPED WITH FIRE SPRINKLERS, METER ROOM SHALL BE EQUIPPED WITH FIRE SPRINKLERS PER NFPA 13.

DESIGNED BY: S. BATEMAN	GAS PIPING INSTALLATIONS FOR METER ROOMS	DATE: JUNE 15, 2005
PROCEDURES BY:		SUBSTRUCTURES:
DRAWN BY: J. VELASCO		AS-BUILT:
CHECKED BY: M. ZUKOSKI		SCALE: NO SCALE
SHEET 2 OF 2	CITY OF LONG BEACH GAS & OIL DEPARTMENT	DRAWING NUMBER A-983

A-985A: Typical Stub-Out Diagram for Multiple Gas Meter Installation Residential



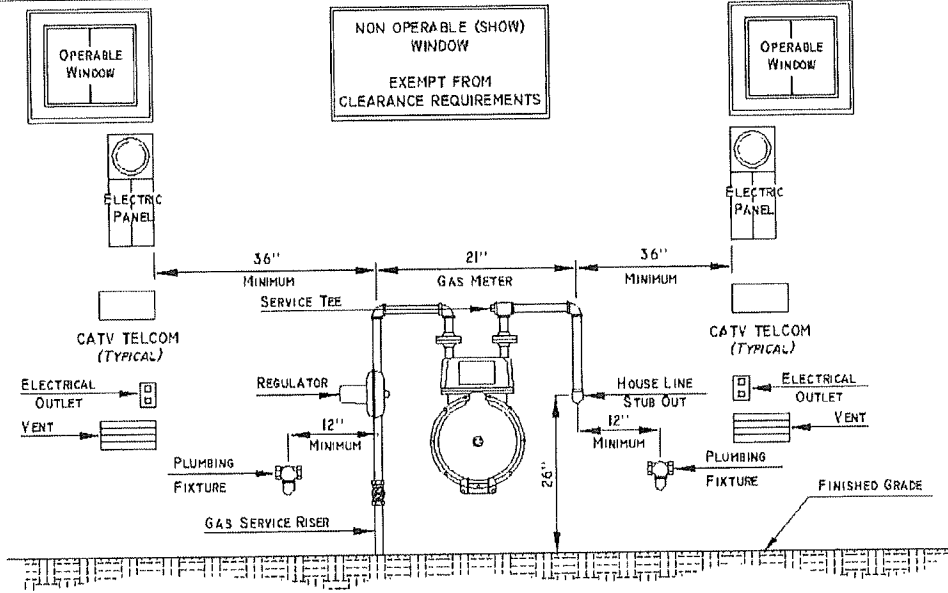
A-986: Separation Requirement for Gas Service and Meter Assembly



RISER LOCATION - PLAN VIEW

NOTES:

1. DIMENSIONS FROM REAR AND SIDE PROPERTY LINES ARE IN ACCORDANCE WITH THE CITY OF LONG BEACH MUNICIPAL CODE, CHAPTER 21-31, TABLE 31-3.



EQUIPMENT LOCATION CLEARANCES - ELEVATION

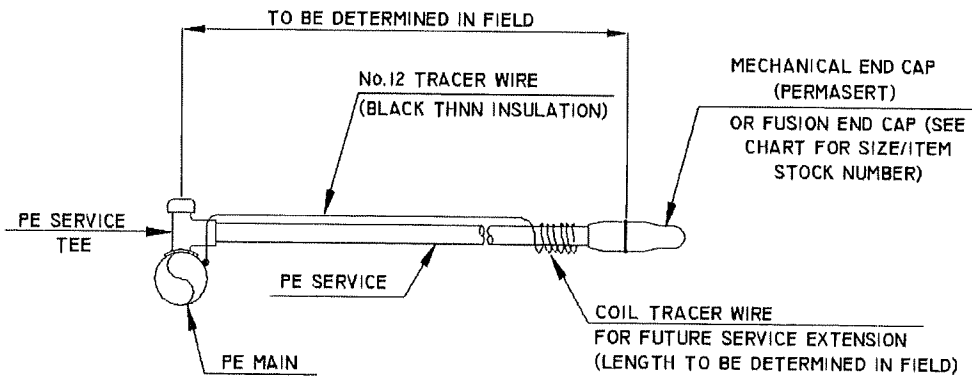
GENERAL NOTES:

1. ALL WINDOWS OR VENTS MUST BE 36" MINIMUM FROM GAS RISER AND HOUSE LINE TIE-IN.
2. STUB-OUT TO EXTEND 2" TO 4" BEYOND THE FINISHED WALL.

DESIGNED BY: M. J. ZUKOSKI	SEPARATION REQUIREMENTS FOR GAS SERVICES AND METER ASSEMBLIES CITY OF LONG BEACH GAS & OIL DEPARTMENT	DATE: MARCH 9, 2004
PROCEDURES BY:		SEC MAP:
DRAWN BY: T. STATES		ATLAS:
CHECKED BY: G. S.		SCALE: NO SCALE
SUBSTRUCTURES:		DRAWING NUMBER
AS-BUILT:		A-986

A-989: Typical Plastic Service Stub-Out with Mechanical End Cap Connected to PE Main

MECHANICAL END CAP (PERMASERT)	
PE PIPE SIZE	ITEM STOCK NUMBER
3/4"	659-27-11-080
1"	659-27-11-082
1 1/4"	659-27-11-084
2"	659-27-11-086



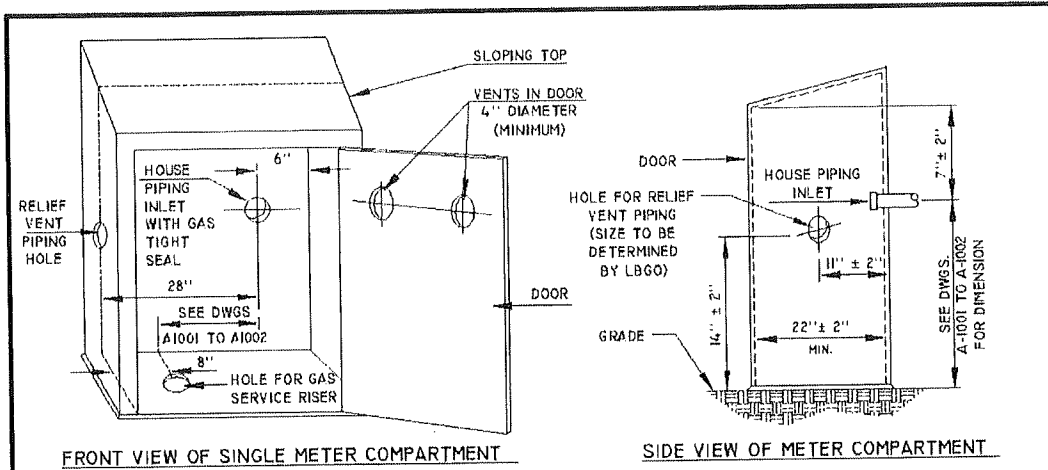
DESIGNED BY: M. ZUKOSKI
PROCEDURES BY:
DRAWN BY: T.STATES
CHECKED BY: G.S.
SUBSTRUCTURES:
AS-BUILT:

**TYPICAL PLASTIC SERVICE STUB-OUT
WITH MECHANICAL END CAP
CONNECTED TO PE MAIN**

CITY OF LONG BEACH
GAS & OIL DEPARTMENT

DATE: OCTOBER 2, 2001
SEC MAP:
ATLAS:
SCALE: NO SCALE
DRAWING NUMBER
A-989

A-990A: Residential Meter Compartment



FRONT VIEW OF SINGLE METER COMPARTMENT

SIDE VIEW OF METER COMPARTMENT

NOTE: DOORS TO METER COMPARTMENT MUST BE HINGED ON SIDE ONLY

REQUIREMENT

TO ACCOMMODATE ONE DOMESTIC METER AND REGULATOR
 WHERE THE CONSUMPTION WILL NOT EXCEED 250,000 BTU/HR
 WHERE THE CONSUMPTION WILL NOT EXCEED 375,000 BTU/HR
 WHERE THE CONSUMPTION WILL NOT EXCEED 630,000 BTU/HR

	MINIMUM DIMENSIONS		
	WIDTH OF OPENING	HEIGHT OF OPENING	DEPTH OF METER COMPARTMENT
WHERE THE CONSUMPTION WILL NOT EXCEED 250,000 BTU/HR	30"	32"	22" ± 2"
WHERE THE CONSUMPTION WILL NOT EXCEED 375,000 BTU/HR	34"	38"	22" ± 2"
WHERE THE CONSUMPTION WILL NOT EXCEED 630,000 BTU/HR	34"	40"	22" ± 2"

THE CITY OF LONG BEACH MUNICIPAL CODES REQUIRES:

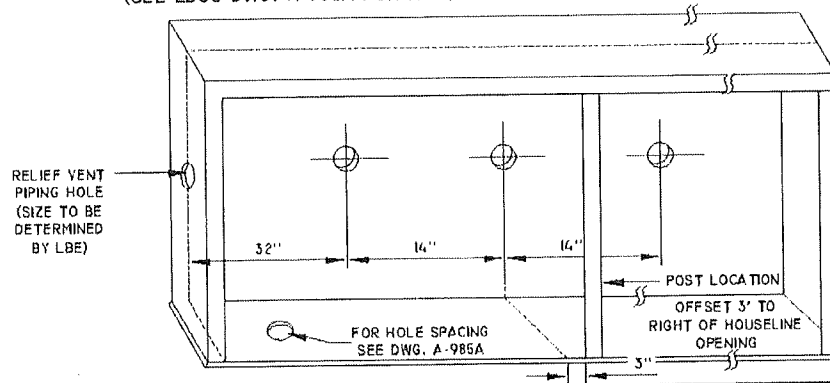
1. THE OWNER OF THE PROPERTY OR PREMISES SHALL PROVIDE A SUITABLE AND ACCESSIBLE LOCATION FOR ALL NATURAL GAS METER SET ASSEMBLIES AND RELATED APPARATUS.
2. THE METER SET ASSEMBLIES MUST BE ACCESSIBLE AT ALL TIMES TO PROPERLY AUTHORIZED EMPLOYEES OR REPRESENTATIVES OF THE CITY.
3. IF A COMPARTMENT IS PROVIDED FOR HOUSING THE NATURAL GAS METER SET ASSEMBLY, RELATED APPARATUS OR ANY PART THEREOF, IT SHALL BE USED AND OCCUPIED ONLY AND EXCLUSIVELY BY AND FOR SUCH EQUIPMENT.

COMPARTMENT MAY BE EXTERNAL OR RECESSED INTO A BUILDING STRUCTURE.
 VENTS SHALL BE INSTALLED WITHIN 12" OF THE BOTTOM AND WITHIN 4" OF THE TOP OF THE COMPARTMENT.

HOUSE PIPING:
 SEE LONG BEACH GAS & OIL STANDARD DRAWING A-1001 OR A-1002 FOR HOUSE PIPING DIMENSIONS.

MULTIPLE METER COMPARTMENT

(SEE LBGO DWG. A-985A FOR MULTIPLE METER INSTALLATION REQUIREMENTS)

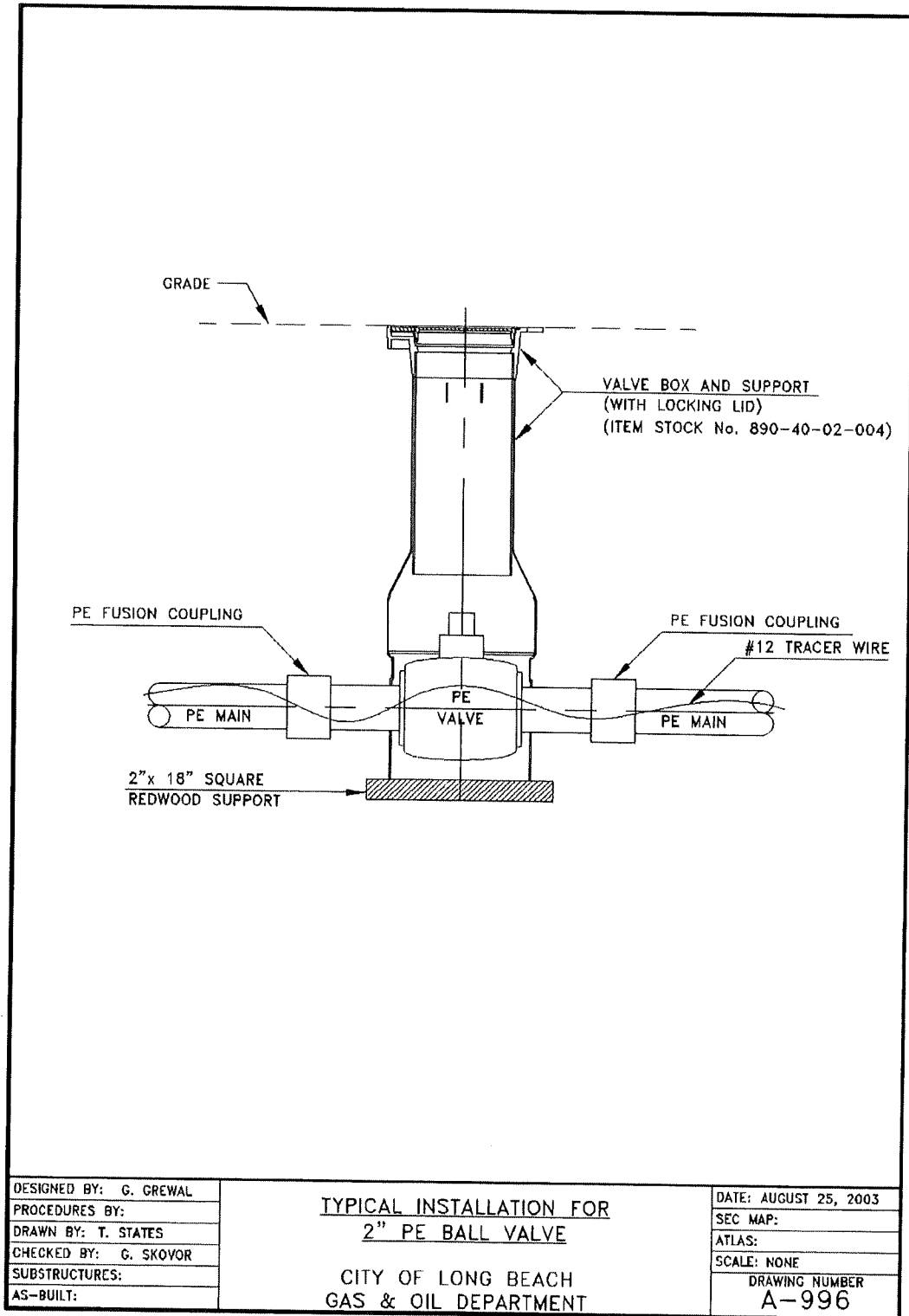


DESIGNED BY: S. BATEMAN
 PROCEDURES BY:
 DRAWN BY: J. VELASCO
 CHECKED BY: M. ZUKOSKI
 SUBSTRUCTURES:
 AS-BUILT:

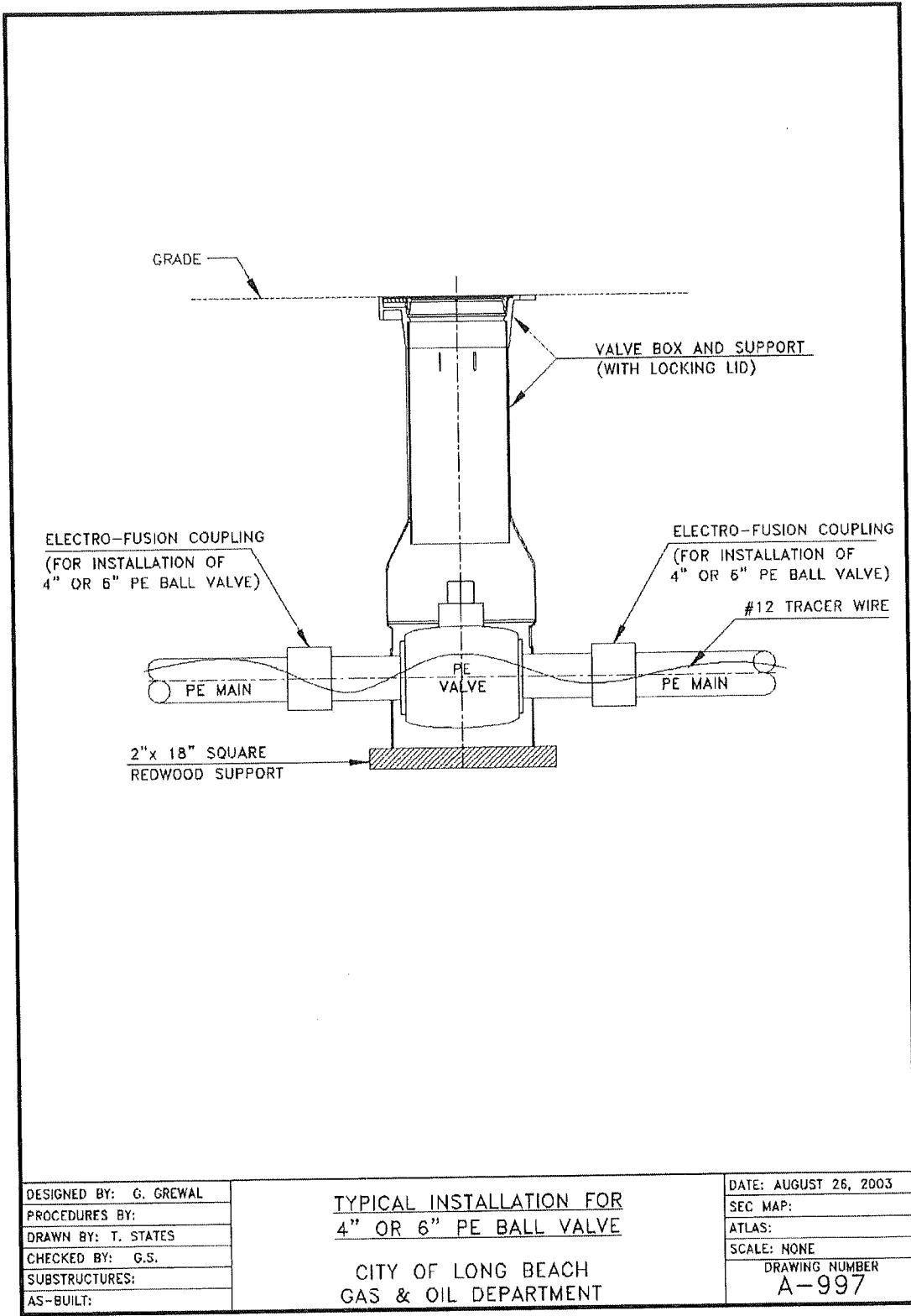
RESIDENTIAL METER COMPARTMENT
 CITY OF LONG BEACH
 GAS & OIL DEPARTMENT

DATE: JUNE 15, 2005
 SEC MAP:
 ATLAS:
 SCALE: NO SCALE
 DRAWING NUMBER
A-990A

A-996: Typical Installation of 2" PE Ball Valve



A-997: Typical Installation of 4" or 6" PE Ball Valve



List of Contractor Safety Forms

Contractor Safety – Request for Safety Program/Training

Information Contractor Safety - Potential Hazard Notification Form

Pre-Construction Safety Meeting Checklist

Notice of Non-Compliance (Safety)

Contractor Safety – Request for Safety Program/Training Information

Contractor Safety
Request for Safety Program/Training Information

Contractor Name: _____

Project: _____ Date: _____

Address: _____

Safety Representative: _____

Phone #: _____ Fax #: _____

1. Long Beach Energy Resources has determined that during this project you will be engaging in work activities that will require your submission and on the job enforcement of written health and safety programs/procedures. All items marked below, shall be submitted to the Long Beach Energy Resources within 15 calendar days from the award of the contract/and or start of construction.

A.	✓	Codes of Safe Work practices as required by 8 CCR 1509.
B.	✓	Safety Instruction program as required by 8 CCR 1510.
C.	✓	Injury and Illness Prevention Program (IIPP) as required by 8 CCR 1509.
D.	✓	Hazardous Energy Control Procedures (Electrical Safety) as required by 8 CCR 3314.
E.	✓	Respiratory Protection Program as required by CCR 5144.
F.	✓	Confined Space Entry Program as required by CCR 5157.
G.	✓	Lockout/Tagout Program as required by CCR 3314.
H.	✓	Hazardous Waste Operations Program / Site Health and Safety Plan (HAZWPOER) as required by CCR 5192.
I.	✓	Hazardous Materials Communication Program (HazCom) as required by 8 CCR 5194.
J.	✓	Asbestos Work Protocols (AC Pipe or other Asbestos Containing Materials) as required by 8 CCR 1529 or CCR 5208.
K.	✓	Any other health and safety program or procedure (not checked (✓) nor listed on this form) that the contractor recognizes must be followed during the construction activity.

Contractor Safety Request for Safety Program/Training Information
(Continued) 2. Other Required Information (i.e., Training Information)

3. Comments

I certify, on behalf of _____, that the information provided herein is true and correct.

Name: _____ Signature: _____

Title: _____ Date: _____

Pre-Construction Safety Meeting Checklist

Project Title and Contract No.:	Pre-Construction Meeting Date:
Contractor's Name:	Scheduled Project Start Date:
Contractor's Phone No.: ()	Contractor's Safety Representative: Name: Phone No. ()
Long Beach Energy Resources Representative: Name:	Long Beach Energy Resources Safety Officer: Brian Lam
Phone No. ()	Phone:(562) 570-2069 Cell: 562-225-0009

	Yes	No	N/A	
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hazardous Materials Information, relevant to the Long Beach Energy Resources involvement with the project, has been provided to the contractor as required by the Hazard Communications Standard, 8 CCR 5194.
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Confined Space entry requirements have been reviewed with the contractor. The contractor understands that entry requirements in accordance with 8 CCR 5157 are to be followed at all times.
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The contractor has been instructed to provide their employees with the information identified on the "Contractor Safety – Potential Hazard Notification" form and in the contract specifications.
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	In accordance with regulatory requirements, the contractor is reminded to maintain written Health and Safety Program(s) at the work location (IIPP, HazCom, Confined Space, etc.). Certified Safety Submittals will be required by the Long Beach Energy Resources prior to authorization construction activities to begin.
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The contractor understands that Long Beach Energy Resources will provide written notifications of non-compliance for non-complaint safety conditions created by the contractor's operation affecting Long Beach Energy Resources or contractor personnel. "Notice of Non-Compliance Conditions" will not be provided for "perceived unsafe conditions" that are inherent to the nature of the work and that do not violate project specifications or OSHA guidelines. The contractor further understands that he/she is obligated to immediately address all non-compliant condition (s).
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The contractor understands that the Long Beach Energy Resources Construction Inspector is not a safety professional, and will only provide "Notice of Non-Compliance Conditions" for obvious and serious Non-Compliant conditions affecting Long Beach Energy Resources or contractor personnel. The contractor has responsibility for the safety of all individuals (including the Long Beach Energy Resources Construction Inspector) who enter into the construction work site.
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contractors are required to operate and maintain their own equipment (safety equipment, etc.). Long Beach Energy Resources will not provide any safety equipment.
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The "Contractor Safety – Potential Hazard Notification has been reviewed.
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Incident Reporting – Contractor or LBER employee injuries necessitating in patient hospitalization must be reported to LBER.

Name: _____ Signature: _____
 Long Beach Energy Resources Representative

Name: _____ Signature: _____

Contractor's Representative

Notice of Non-Compliance (Safety)

Long Beach Energy Resources

NOTICE OF NON-COMPLIANCE (SAFETY)

PROJECT NAME: _____ CONTRACT NO. _____

CONTRACTOR: _____

Issued to Contractor's Representative, _____
(name)

On _____ At _____

An unsafe condition was observed in the area of

If the unsafe condition is not immediately corrected, the Long Beach Energy Resources may notify CAL-OSHA Compliance Division for resolution of this matter.

(Inspector) _____ (Supervisor)

Further action taken: _____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks: _____

EXHIBIT B-1
**G-228HDD "General Standard Specification
for Horizontal Directional Drilling and Pipe
Placement"**



G-228HDD
GENERAL STANDARD SPECIFICATION FOR
HORIZONTAL DIRECTIONAL DRILLING AND PIPE
PLACEMENT

PART 1 – GENERAL

This specification is part of a general specification with the intent of describing the complete job of installing, testing, and making ready for service the pipeline. If, for any reason, details of the installation in a proper, safe and workmanlike manner are omitted, the details shall be included as if specified.

1.1 Work Included

- A Horizontal Directional Drill (HDD) consists of furnishing transportation, labor and equipment necessary to perform one (1) horizontal directional drill.
- B Contractor shall provide all labor and equipment necessary to perform the horizontal directional drill and pipe installation. This includes, but is not limited to, the following:
 - i All necessary equipment – pumps, piping, spill kits, erosion control devices, etc. to provide storm drain protection and site drainage needed for construction.
 - ii Dust control and street cleaning equipment
 - iii Vacuum trucks
 - iv Pressure Test Equipment
 - iv Traffic Control
 - v Mud disposal
- C Any work indicated on the Plans and not mentioned in the Specification, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.

1.2 Safety

- A Contractor shall comply with applicable City, County, State and Federal regulations, including OSHA and CalOSHA standards.
- B Horizontal directional drilling machine safety requirements shall include a common grounding system to prevent electrical shock in the event of a high-voltage underground cable strike. The grounding system shall connect all pieces of interconnecting machinery including the drill, mud mixing system, drill power unit, drill rod trailer, operations booth, worker grounding mats, and any other interconnected equipment to a common ground. The drill shall be equipped with an “electrical strike” audible and visible warning system that will notify the system operations of an electrical strike.
- C All operators of the drill equipment shall wear electrical shock protection equipment and operate from common grounding mat as required.

1.3 Site Conditions

The Contractor shall investigate the area of proposed work for existing utilities, underground obstructions or any sub-surface condition that would interfere with the installation of new utility pipeline.

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- 1.4 Verification of Related Work Experience
The Drilling Contractor shall meet the experience requirements of paragraph entitled "Verification of Related Work Experience" in Specification G-228A, with the following additions:
A Contractor shall submit a list, resume and Operator Qualification records of drilling personnel to LBER at least thirty days prior to start of construction.
B LBER reserves the right to reject any drilling personnel for any reason.
- 1.5 Schedule
The Contractor shall provide a construction schedule showing critical project dates and durations including mobilization, drilling operations, pipe stringing, pipe assembly and testing, and pipe pullback.
- 1.6 Work Hours
Work hours on the City-side shall be limited as specified in project specifications, with the exception of pull-back operations.
- 1.7 Noise Control
The Contractor shall make every effort to keep the noise level resulting from its operations to a minimum at all times, especially during the morning hours between 7 a.m. and 9 a.m.
- 1.8 Notice
A Contractor shall provide a written notice to all affected residents and businesses within the project boundaries of road closure schedule, at least five business days prior to the closure of any roadway.
B Content of notice shall be consistent with project specifications.
C Written notice shall be approved by LBER prior to issuance to residents and businesses.
- 1.9 Site Security
In addition to temporary fencing, k-rails and other security and traffic control devices, Contractor shall provide 24-hour site security on the City-side. Temporary fencing and k-rails shall be required on the Port side (if applicable). Contractor shall submit security details in its Traffic Control and Site Security Plan for approval prior to start of construction.
- 1.10 Horizontal Directional Drill Submittals
The contractor shall submit the following items prior to construction and have the submittals available on-site at all times, including but not limited to:
A Construction Schedule (See 1.5, above)
B Drilling Plan for tracking horizontal directional drill and frac-out; which includes Mud Management Plan, Buoyancy Control Plan and Hole Abandonment Plan
C Spill Contingency Plan
D Hydrotest and Water Disposal Plan
E Plan and necessary details showing layout and size of construction areas, laydown areas, access required, extent and depth of any excavation required to perform the work
F Traffic Control and Site Security Plan for all work
- 1.11 Welder Quality Assurance
A LBER will employ a third party, Level 3, certified welding inspector to be present for 100% visual inspection of pipeline welds and radiographic inspection results.

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- B Contractor will employ a third-party radiographic inspection service and test 100% of all welds for compliance with API Standard 1104. Contractor shall be solely responsible for ensuring that areas in which testing will be performed are safe. Radiographic inspection shall be performed during normal working hours and should the Contractor desire to perform any inspection during other hours, the Contractor shall obtain prior approval from the LBER Project Engineer.
- C Contractor shall make all welds available for third party radiographic inspection LBER certified welding inspector. Contractor shall coordinate work with LBER Inspector, LBER certified welding inspector and radiographic inspection service so as to minimize the time required by the service. Contractor shall receive no additional compensation for delays caused by inspection requirements.
- D Any determination made by the LBER certified welding inspector with regard to weld or radiographic inspection shall be final.

1.12 Work Areas

- A Contractor shall place equipment, pipe rollers and materials in designated work areas or laydown area shown on Submittals. Work areas shall be clearly delineated by temporary fencing, markers or barricades.
- B Contractor shall provide temporary fencing for directional drill and pipe string work areas and pipe as shown on Submittals.
- C Contractor shall provide for a temporary roadway and aprons as needed. Contractor shall restore temporary roadway area to original conditions upon completion of construction.

PART 2 – EXECUTION

2.1 Pipe Inspection

- A The Contractor shall be responsible for inspecting the pipe quality and coating upon delivery of the pipe to the construction area.
- B After pipe has been strung along pipe string area, it will be jointly inspected by the LBER Inspector and the Contractor. Contractor shall be liable for all damages to the pipe. Any damage to pipe coating shall be repaired to the LBER Inspector's satisfaction. The actual cost for cutting out bad sections and making repairs shall be borne by the Contractor. The LBER Inspector may inspect the pipe during any phase of construction including pull-back.
- C Coating Testing
 - i All pipe shall be tested for holidays using a holiday detector adjusted to provide sufficient voltage capable of producing a spark through a pinhole in the coating. The instrument shall be approved by LBER prior to use and incapable of field adjustment. Calibration must have occurred within the last six-months, certified by the manufacturer or LBER approved testing laboratory.
 - ii All defects must be repaired and the area around the defect retested.
- D Any pipe found to be defective by the LBER Inspector shall be removed and replaced at no cost to LBER.

2.2 Delivery

- A The Contractor shall provide all necessary equipment and traffic control for unloading and stringing the pipe along the pipe string area and shall perform such work in a manner that will avoid damage to the pipe and other materials.

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- B Contractor shall string the pipe in such a manner as to cause the least interference with the normal use of the land adjacent to the pipe string area.
- C When the pipe is strung along the pipe string area, Contractor shall properly support pipe with proper cribbing so as to ensure safe handling and welding of the pipe. Proper care shall be given so as to protect the pipe coating from damage while resting on the cribbing.

2.3 Field Assembly of Pipe

- A Set-up temporary fencing, pipe rollers and drill equipment in work areas specified.
- B Contractor shall maintain all delineation for entire duration that pipe string area and work areas are in use.
- C Contractor shall remove or protect in place existing structures as required for placement of pipe strings, drill and support equipment. Contractor shall return removed structures to their original locations immediately following the removal of equipment from the pipe string area and work area. Any items that are damaged must be replaced at the Contractor's expense.
- D Prepare rollers and appropriate supports and weld pipe into sub strings.
- E The pipe shall be fabricated into three sub-strings, one string at approximately one-half of the length and two strings at approximately one-quarter of the area indicated on the Submittal.

2.4 Sequencing

- A The preparation of the pipe string for pullback shall proceed prior to and concurrently with the drilling process.
- B Prior to pullback of the pipe into the receiving hole, the substrings shall be moved into their pre-pull position.

2.5 Welding of Steel Pipe

- A All welds shall be full penetration welds.
- B Welding shall be done only by welders that are certified by LBER to the weld procedures being used.
- C The sub string girth welds shall be 100% radiographically inspected in accordance with API 1104.
- D Radiography shall be interpreted by a Level 3 CWI in conformance with API 1104.
- E The Contractor shall not make weld repairs as allowed by API 1104 or LBER Specification G-228S. Any defective weld shall be cut out in its entirety by removing a pipe cylinder with a length of at least two pipe diameters, centered on the defective weld. Contractor shall remove coating and cut and rebevel pipe per LBER Specifications as directed by the LBER Inspector. All work related to repairing a defective weld shall be completed at no additional cost to LBER.

2.6 Hydrostatic Testing

- A Contractor shall furnish all labor, pressure recording chart equipment, temperature recording chart equipment, deadweight tester and hydrotest pump for hydrostatically testing the pipeline. Pipeline shall be tested with fresh water using pigs to displace air during filling, and dewatered after the test by displacing pig with air.
- B Pipeline string shall be fully dewatered, cleaned and dried prior to final installation in the borehole. Drying of pipeline shall be to a 0°F dewpoint.
- C Pipeline strings shall be tested to a minimum of 500 psig for a period no less than eight (8) hours.

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- D Contractor shall submit written test, dewatering and drying procedures and specifications for the proposed equipment to the LBER Project Engineer for approval. The procedures shall be complete, including a schedule of activities to be performed, sketches of all connections, proposed backpressures and proposed method of disposing of the water. Contractor shall dispose of the water in accordance with local, State and Federal regulations.
- E Charts from the pressure recording instrument, the temperature recording instrument, and deadweight data sheet obtained during the testing process shall be submitted to LBER.
- F Should a leak occur during testing, the Contractor shall immediately notify the LBER Inspector and locate and repair the leak, pursuant to section entitled "Pressure Tests" in Specification G-228A. Should a leak be located at a girth weld joint, see Section 2.5 above.

2.7 Drilling

A General

- i Drilling shall not commence until the Contractor's Drill Plan, schedule and designed pipe trajectory submittals have been approved by the LBER Project Engineer.
- ii The electric signal cable that is to be looped for the tracking of the directional drill bore path shall be recessed below the pavement to provide protection of the cable from traffic.
- iii The Mud Management Plan shall designate the contractor's method for managing the production, storage, and disposal of drilling fluids, including screening, handling and disposal of cuttings. Sufficient time shall be afforded for testing and characterization of the drilling fluids and tailings prior to removal from City property for disposal.
- iv Drilling shall occur in specified launch and receive pits. The diameter of the drilled crossing shall be suitable for the specified nominal diameter pipeline. The drill rig, cranes, mud tanks and other drilling equipment shall be located within the designated work area indicated on the Submittal and operations shall not drain into any storm drain system or waterway.
- v Contractor shall use new bentonite clay/water based drilling fluids.
- vi Contractor shall provide storage tanks of sufficient volume for the drilling fluids and shall contain and haul fluids and cuttings from the entry/exit pits from the jobsite. No drilling fluids shall be allowed to leak or overflow from the storage tanks. Used drilling fluids shall be contained in separate tanks from the tanks of drilling fluids intended for disposal. The Contractor shall manage drilling fluid to prevent non-hazardous drilling fluid from comingling with hazardous drilling fluid, in order to prevent generating greater quantities of drilling fluid needing more costly disposal.
- vii Prior to disposing of the drilling fluid, the Contractor shall test and profile the drilling fluid and dispose of such to a facility licensed for this type of material and approved by the LBER Project Engineer. The Contractor shall submit manifests for the offsite disposal of affected materials, completely filled out, to the LBER Project Engineer at least seventy-two hours prior to transporting the materials.
- viii The Contractor shall continuously survey the crossing area for inadvertent drilling fluid frac-outs. The Contractor shall have sufficient labor and equipment on-site to clean-up and repair facilities affected by fluid frac-outs, including frac-outs into waterways.
- ix Upon completion of the bored crossing installation, the Contractor shall properly dispose of fluids and cuttings off City property. The Contractor shall handle and dispose of non-hazardous waste fluid, as per the Contractor's Drill Plan.

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- B Water required for drilling may be taken from a hydrant, indicated on the Plans, in accordance with Section entitled "Construction Water" in Specification G-228A. The Contractor shall be responsible for the proper disposal of all water used for drilling and testing.
- C Pipe trajectory
 - i The Contractor shall propose a vertical and horizontal deviation, but shall at a minimum, install the pipeline at the minimum depth specified, but no shallower than the control points indicated on plans.
 - ii Locate the exit point within two (2) feet either side of the centerline and two (2) feet longitudinally from the exit point location shown on the Plans
 - iii During drilling operations, the Contractor shall physically plot the actual horizontal and vertical alignment of the pilot bore at intervals of 10 to 30 feet on the designed pipe trajectory drawing (scale 1 inch equals 40 feet) and shall keep the drawing on display at the contractor's trailer for inspection by the LBER Inspector. The as-built plan and profile shall be updated as the pilot bore advances. The pilot hole shall be drilled at such a rate that the alignment can be accurately determined at all times.
- D Pilot Drill
 - i Contractor shall provide drilling equipment for the soil types found along the directional drill trajectory, including formations not identified in the soils data.
 - ii Should man-made undocumented substructures be encountered along the directional drill trajectory; the Contractor shall notify the LBER Inspector immediately to resolve any required changes to the directional drill trajectory.
 - iii The pilot hole shall be drilled in accordance with the Plans with a vertical accuracy of +/- four (4) feet and a horizontal accuracy of +/- three (3) feet throughout the drill, or as approved by the LBER Project Engineer.
- E Reaming shall progress continuously, beginning as soon as possible after completion of the pilot hole and determination that the bore is aligned satisfactorily to LBER and the proper clearance from all obstacles has been attained.
- F Frac-outs
 - i Should Contractor's drilling fluid "frac-out" during drilling operations, the Contractor shall temporarily cease drilling so as to quantify the extent of the "frac-out" occurrence. The LBER Inspector shall also be immediately notified and a determination to continue drilling shall be made.
 - ii Contractor shall contain and manage the "frac-out" drilling fluid, clean-up the "frac-out" affected area and restore to original condition, facilities damaged by the frac-out."
 - iii Prior to restart of drilling operations, the Contractor shall provide the LBER Project Engineer with a written procedure explaining the actions that the contractor shall undertake to stop/remediate the "frac-out." The procedure shall indicate changes in the directional drill trajectory, changes to drilling fluid specific gravity and viscosity, and changes to drilling fluid pressures or other Contractor-identified parameters.

2.8 Installation

A Pipe installation

- i The vertical bend radii during installation shall not be less than 800 feet as indicated on the Plans. The pipe shall be installed in such a manner so as to prevent structural damage

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to the pipe or pipe coating and in conformance with the written installation procedures submitted to and approved by the LBER Project Engineer.

- ii Should the directional drilling crossing become stuck during pull-back, the contractor shall notify the LBER Inspector, immediately.
- iii Should the pipe become damaged or stuck in the directional drill bore hole, requiring abandonment in place, replace damaged or otherwise unusable materials, re-drill and complete the crossing to the satisfaction of the LBER Project Engineer at no additional cost to LBER.
- iv The pipe shall not experience a pulling force larger than the following equation: Maximum Pulling Load = (SMYS* Pipe Area) * 0.90, where SMYS is the Specified Minimum Yield Strength of the pipe.
- v During pull-back, the pipe shall be supported at intervals not to exceed 100 feet.
- vi Open ends of installed pipeline shall be effectively closed or plugged using metal or plastic covers during non-working hours, or as otherwise required to prevent water or soil from entering the pipeline.
- vii After pull-back is complete, the Contractor shall run a sizing plate pig through the pipeline to determine whether dents or other anomalies exist in the pipeline.

B Buoyancy Control

- i Contractor shall provide details of buoyancy control during pull-back, prior to start of construction. Buoyancy control, if required by the Contractor, shall be by use of an additional removable filler line.
- ii If the Contractor requires that water be directly added to the pipeline during pull-back, the water shall be fully purged and the pipelines fully cleaned and dried to a 0°F dew point using pipeline pigs and oil free compressors, prior to final acceptance.

C Failure during Pullback

- i In the event of failure to install the directional-drilled pipeline, Contractor shall remove the pipeline from the borehole. The borehole shall be completely filled with grout or sand to prevent future settlement.
- ii If the steel pipe cannot be withdrawn, it shall be cut off at least five (5) feet below ground level, grouted and capped with a plate. The Contractor shall provide the pipe's alignment and depth to the LBER Inspector for the as-built drawing.

2.9 Survey

Contractor shall coordinate with LBER Inspector for field survey of final pipe assembly at entry and exit pits prior to backfill.

2.10 Cathodic Protection Test

LBER will perform a cathodic protection test upon completion of the pipe installation to ensure that the installed pipe is free from external electrical influences.

2.11 Final Acceptance

- A The Contractor shall provide all radiographic inspection records, pressure test records and charts to the LBER Inspector.
- B Before final acceptance of the crossing installation, the Contractor shall verify that no dents or significant anomalies exist in the pipeline from the results of the sizing plate pig.

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- C Before final acceptance of the crossing installation, the profile of the final pipe alignment shall be generated from the installation data and reviewed with the LBER Project Engineer. The as-built information shall include the location and elevation of the centerline of the pipeline over its entire length of the crossing, with an accuracy of plus or minus 2.0 feet. The maximum interval between adjacent reported points on the as-built profile shall be 30 feet.
- D Before final acceptance of the crossing installation, Contractor shall remove temporary fencing and return laydown, directional drill and pipe string areas to original condition at the completion of the project
- E The LBER Project Engineer may reject the pipeline installation if results from the sizing plate pig run indicate the existence of significant pipeline damage.
- F The LBER Project Engineer may reject the pipeline installation if the results of the Cathodic Protection Test are unsatisfactory.
- G The LBER Project Engineer may reject the pipeline installation if the pipe is not pulled all of the way through or the pipeline exhibits physical damage such as kinks, buckling, dents or gouges, including damage to the underlying pipe coating. In order to check for damage to the underlying pipe coating and also tie-in the pipeline, a portion of the pipeline shall be exposed. The Contractor shall excavate the pipeline as needed for inspection of the pipe coating up to the first girth weld.

2.12 SPILL PREVENTION PLAN

Prior to excavation, the Contractor shall prepare and submit a Spill Prevention Plan for monitoring frac-out or fluid spills into storm water systems or waterways. The Plan shall also contain details for spill response, containment and clean-up. The Plan shall include notification of regulatory authorities (City, Port, Coast Guard, etc.) and shall be kept on site for the duration of the project.

2.13 SITE REPAIR/RESTORATION

Damage caused to City and other property from excavation, drilling and other construction activities shall be repaired. Areas where onshore "frac-out" or subsidence has occurred shall be fully restored upon completion of the work. City and/or other property shall be restored to match existing conditions, including backfill, grading, compacting, fencing, paving and marking. Contractor shall document pre-existing and post-construction conditions using photographic and video media, as specified in project specifications.

ATTACHMENT A

**Debarment, Suspension, Ineligibility and Voluntary Exclusion
Certification**

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

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

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

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

California Boring, Inc.

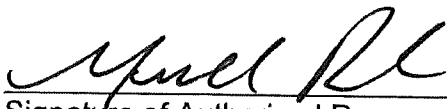
Business/Contractor/Agency

Michael Reardon

Name of Authorized Representative

VP Operations

Title of Authorized Representative



Signature of Authorized Representative

2/1/2022

Date

r21411

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200

ATTACHMENT B
REFERENCE LIST



City of Long Beach
Purchasing Division
411 W Ocean Blvd/6th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name SE Pipeline

Project Manager/Contact Name Mike Crowley E-mail mcrowley@sepipeline.com Ph. No. 562-868-9771

Address 11832 S. Bloomfield Ave. Santa Fe Springs, CA 90670

Project Description Perform HDD, Potholing, sewer locating throughout Southern California for So Cal Gas through SE Pipeline.

Project Dates (Start and End) 2021 - ongoing Contract Term(s) 5 years Contract Amount 500,000 +/-

Client/Contractor Name Arizona Pipeline

Project Manager/Contact Name Jeff King E-mail Jjking@arizonapipeline.com Ph. No. 951-270-3100

Address 1745 Sampson Ave, Corona CA 92879

Project Description Perform HDD, Potholing, sewer locating throughout Southern California for So Cal Gas through SE Pipeline.

Project Dates (Start and End) 2021 - ongoing Contract Term(s) 5 years Contract Amount 500,000 +/-

Client/Contractor Name VPSS1

Project Manager/Contact Name Frank Charolla E-mail FCharolla@vpss1.com Ph. No. 805-509-5663

Address 701 E. Santa Clara St. Suite 3 Ventura CA, 93001

Project Description Directional drilled and placed 1400' of 6-inch steel gas pipe, potholed utilities.

Project Dates (Start and End) April 2021 Contract Term(s) 2 months Contract Amount 250,000

Client/Contractor Name Henkels and McCoy

Project Manager/Contact Name Cody Chevez E-mail ccheves@henkels.com Ph. No. 909-841-5471

Address 2840 Ficus St. Pomona, CA 91766

Project Description Installed various pipe diameters for over 3000' for the Cal Bio Energy Natural Gas Project

Project Dates (Start and End) Jan 2021 March 21 Contract Term(s) 3 months Contract Amount 506,875

Client/Contractor Name TE Roberts

Project Manager/Contact Name Justin Roberts E-mail jroberts@teroberts.com Ph. No. 714-669-0072

Address 306 West Katella Avenue Unit B, Orange, CA 92867

Project Description Various projects throughout Southern California involving potholing, and directional drilling.

Project Dates (Start and End) 2020- ongoing Contract Term(s) ongoing Contract Amount 300,000

ATTACHMENT C

**W-9 Request for Taxpayer
Identification Number and Certification**

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

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. California Boring, Inc.		
	2	Business name/disregarded entity name, if different from above		
	3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>		
	5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																									
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Part II Certification

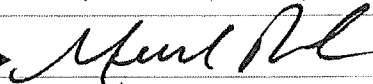
Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶



Date ▶ 2/1/2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

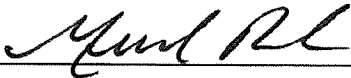
Compliance with the EBO

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

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: Michael Reardon Title: VP Operations

Signature:  Date: 2/1/2022

Business Entity Name: California Boring, Inc.

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: California Boring, Inc. Federal Tax ID No.
Address: 3030 E. Coronado St.
City: Anaheim State: CA ZIP: 92806
Contact Person: Mike Reardon Telephone: 714-632-1596
Email: miker@calboring.com Fax: 714-666-8975

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 1st day of February, 2022, at Anaheim, CA

Name Michael Reardon

Signature 

Title VP Operations

Federal Tax ID No. 

ATTACHMENT E
INSURANCE REQUIREMENTS



City of Long Beach
Purchasing Division
411 W. Ocean Blvd, 6th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability as specified herein or in accordance with City Administrative Regulation (AR) 8-27 (whichever is more recent) with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - 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
 - 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 \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager, the following:
 - Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
 - Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.
 - Automobile liability insurance equivalent in coverage scope to ISO CA 00 0)1 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.



City of Long Beach
Purchasing Division
411 W. Ocean Blvd, 6th Floor
Long Beach, CA 90802

- Self-insurance of self-insured retention must be approved in writing by City in advance and protect the City in the same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party of reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- 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.
- Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").
- In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims



City of Long Beach
Purchasing Division
411 W. Ocean Blvd, 6th Floor
Long Beach, CA 90802

are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

- If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.
- The provisions of the indemnification shall survive the expiration or termination of this Contract.
- 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.

By submitting a signature below, Bidder agrees that insurance requirements can be provided as requested.

Printed Name: Michael Reardon Title: VP Operations
Signature:  Date: 2/1/2022

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<https://businesssearch.sos.ca.gov/>

businesssearch.sos.ca.gov

Skip to Main Content Skip to Footer

Dr. Shirley N. Weber
California Secretary of State

Home About Business Notary & Authentications Elections Campaign & Lobbying State Archives Registries News Contact

Business Entities (BE)

Online Services

- File LLC Statement of Information
- File Corporation Statement of Information
- Business Search
- Publicly Traded Disclosure Search
- Current Processing Dates

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business Checklist
- FTB Nonprofit Dissolution
- FTB Administrative Dissolution/Surrender Notice
- FTB Abatement

Business Search

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, with free PDF copies of imaged business entity documents including the most recent imaged Statements of Information filed for corporations and limited liability companies.

Currently, information for limited liability partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), general partnerships, associations, and other entity types are not contained in the Business Search. If you wish to obtain information about these entity types, download complete, and submit a [Business Entities Records Request Form](#) to request copies of filings for these entity types.

Note: This search is not intended to serve as a name reservation search. For information on reserving a name, refer to [Name Reservations](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: if entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity, name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type *

Corporation Name LLP/LLC Name Entity Number

Search Criteria * Search Filter: Keyword

The Search Criteria field is required.

Search

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.

ATTACHMENT G

LABOR AND MATERIALS BOND

Payment Bond
No. _____

**PAYMENT BOND
(Labor and Material Bond)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to _____ designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

_____, as described in Specification _____, Addenda/Addendum No. _____ and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and _____ admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the _____ day of _____, 20__.

Surety Name
By: _____
Signature
Name: _____
Printed Name
Title: _____
Address: _____
Telephone: _____

Attorney-in-Fact

Signature

Principal Name
By: _____
Signature
Name: _____
Printed Name
Title: _____
By: _____
Signature
Name: _____
Printed Name
Title: _____

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

_____, 20__

Approved as to form.

CHARLES PARKIN, City Attorney

By:

Deputy City Attorney

_____, 20__

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By:

City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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

- INDIVIDUAL
 CORPORATE OFFICER

- _____ TITLE(S)
 PARTNER(S) LIMITED
 GENERAL

- ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER:

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Bond Instructions

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

ATTACHMENT H

FAITHFUL PERFORMANCE BOND

**PERFORMANCE BOND
(Bond for Faithful Performance)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to _____ designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

_____, as described in Specification No.: _____, Addenda/Addendum No. _____ and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and _____, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

Bond Instructions

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

ATTACHMENT I

LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name, location of business, contractor license number and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>California Locating Services</u>	Type of Work	<u>Sewer Locating</u>
Address	<u>3030 E. Coronado St. Anaheim, CA</u>		
City	<u>Anaheim, CA</u>	Dollar Value of Subcontract	<u>\$ TBD</u>
Phone No.	<u>714-632-1596</u>		
License No.	<u>953481</u>	DIR Registration No.	<u>1000004261</u>
Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u>
Phone No.	_____		
License No.	_____	DIR Registration No.	_____
Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u>
Phone No.	_____		
License No.	_____	DIR Registration No.	_____
Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u>
Phone No.	_____		
License No.	_____	DIR Registration No.	_____

ATTACHMENT J

STATE CONTRACTORS LICENSE CHECK PRINTOUT

<https://www.cslb.ca.gov>

The screenshot shows the website for the Contractors State License Board (CSLB). The main heading is "Check a Contractor License or Home Improvement Salesperson (HIS) Registration". Below this, there are five circular icons representing different search criteria: License Number, Business Name, Person's Name, HIS Number, and HIS Name. A search box is provided with the prompt "Enter the contractor license number to check the status of their license." and a "SEARCH" button. A "SEARCH TIPS" section provides instructions on how to use the search function. On the right side, there is a "Online Services Quick List" with various links such as "Check License or HIS Registration", "File My Licensed Contractor", and "Frequently Asked Questions". At the bottom of the page, there is a footer with navigation links like "Back to Top", "Conditions of Use", "Privacy Policy", "Accessibility", and "Accessibility in this Area", along with the phone number "800-952-2222" and the text "Board of Contractors".

Please include a printout from this website with your bid.

ATTACHMENT K
LOCAL PREFERENCE

ATTENTION LONG BEACH BUSINESS OWNERS:

In order to help support the success of businesses in Long Beach such as yours along with local jobs, the City of Long Beach has a local preference provision.

In bids for materials, equipment, supplies and nonprofessional services, Long Beach-based businesses meeting the criteria set forth below may have their bid price reduced by ten percent solely for the purpose of determining the lowest responsible bid (if selected as the winning bid, you would be paid based upon your actual bid price, not the reduced price).

The maximum preference a bidder may be awarded pursuant to this Section and any other provision of law shall be ten percent (10%). However, in no case shall the maximum preference cost under this Section exceed ten thousand dollars (\$10,000.00) for any bid.

The City Purchasing Agent has determined that the local preference is applicable to this Invitation to Bid. (The local preference does not apply to bids for all purchases funded in full or a fraction thereof by any tidelands fund, by any grant funds, nor by any funds received from the State of California. This section shall not apply to purchases made pursuant to Section 1801 and 1807 of the City Charter and to bids for public works, as that term is defined in Section 1720(a) of the California Labor Code.)

If your business qualifies for the local preference, please certify your eligibility by signing on the space provided below and attaching copies of the following documents to your bid package:

1. A current, valid business license from the City of Long Beach showing a place of business within the city limits; and
2. A current, valid seller's permit (also known as a sales tax permit) showing a place of business within the city limits.

CERTIFICATION

I certify that I possess a current valid City of Long Beach business license and a current valid seller's permit, both showing a place of businesses in the City of Long Beach, and that I am eligible for the City of Long Beach local preference.

Signature

Printed Name

Date

Title