

AGREEMENT

32075

THIS AGREEMENT is made and entered, in duplicate, as of November 30, 2010 for reference purposes only, pursuant to Resolution No. RES-10-0142 adopted by the City Council of the City of Long Beach at its meeting on November 16, 2010, by and between CONSOLIDATED FABRICATORS CORPORATION, a California corporation ("Contractor"), with a place of business located at 14620 Arminta Street, Van Nuys, California 91402, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase commercial trash containers; and

WHEREAS, the Los Angeles Community College District has a master agreement for the purchase of these containers under Contract No. 40020 ("District Contract"); and

WHEREAS, Resolution No. RES-10-0142 authorizes the City to purchase commercial trash containers by virtue of the District Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The District Contract, attached hereto as Exhibit "A", with Contractor is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the District Contract shall be applicable here except as follows:

A. Wherever the District Contract refers to the Los Angeles Community College District, it shall be deemed to refer to the City of Long Beach;

B. Contractor shall sell, furnish and deliver to the City commercial trash containers of substantially the same type and kind purchased by the Los Angeles Community College District and on the same terms and conditions offered to the Los Angeles Community College District, for an amount

1 not to exceed Ninety Five Thousand Dollars (\$95,000), including tax and shipping,
2 for a period of one (1) year, with the option of renewing for two (2) additional one
3 (1) year periods, extending until the warranty on the commercial trash containers
4 expires. To the extent that the District Contract and this Agreement are
5 inconsistent, the following priority shall govern: (1) this Agreement and (2) the
6 District Contract.

7 C. Payment for the commercial trash containers purchased from
8 Contractor by the City shall be made by the City on delivery to and acceptance of
9 the commercial trash containers by the City and submittal of an invoice to the City.
10 Payment is due thirty (30) days after the date of the invoice.

11 D. All warranties shall accrue to the City of Long Beach.

12 E. The parties may, by mutual agreement, amend this
13 Agreement with the approval of the City's City Council.

14 2. Neither this Agreement nor any money that becomes due to
15 Contractor under this Agreement may be assigned by Contractor without the prior written
16 consent of the City Manager or his designee.

17 3. Any notice given under this Agreement shall be in writing and
18 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
19 delivered or mailed to Contractor at the relevant address first stated above, and to the
20 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
21 Notice shall be deemed given three days after deposit in the mail.

22 4. The terms appearing on the District Contract are incorporated in this
23 Agreement.

24 5. Contractor shall cooperate with the City in all matters relating to self-
25 accrual of use tax. Contractor shall contact the City Treasurer for additional information
26 regarding self-accrual.

27 6. This Agreement and all documents which are incorporated by
28 reference in this Agreement constitute the entire understanding between the parties and

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

supersede all other agreements, oral or written, with respect to the subject matter of this Agreement. If there is any legal proceeding between the parties to enforce or interpret this Agreement, or to protect or establish any rights or remedies, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

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

CONSOLIDATED FABRICATORS
CORPORATION, a California corporation

By Michael Melideo
President

MICHAEL MELIDEO

Type or Print Name

By Jeff Lombardi
Secretary

JEFF LOMBARDI

Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

By Assistant City Manager
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Agreement is approved as to form on 4-4

2011

ROBERT E. SHANNON, City Attorney

By Carla Pontre
Deputy

EXHIBIT “A”

CONSOLIDATED FABRICATORS CORP.



TOLL FREE (800) 339-8335

Website: www.con-fab.com • E-mail: sales@con-fab.com

CONTAINER QUOTE

14620 ARMINTA ST. • VAN NUYS, CA 91402
 (818) 901-1005 • FAX (818) 787-6312
 901 SIMMERHORN RD. • GALT, CA 95632
 (209) 745-4604 • FAX (209) 745-4219

8
 SHOP 007
 CUSTOMER LONG01

INVOICE
TO:

CITY OF LONG BEACH
 CITY HALL - ACCOUNTS PAYABLE
 333 W OCEAN BLVD - 6TH FLOOR
 LONG BEACH, CA 90802
 KEVIN O'NEILL
 562-570-6048 Fax 562-570-6780

DELIVER
TO:

ENVIRONMENTAL SERVICES-ADMINISTRATI
 ON, DEPARTMENT OF PUBLIC WORKS
 2929 E. WILLOW ST.
 LONG BEACH, CA 90806
 BERNARD COVINGTON
 562-570-2881 Fax 562-570-2875

P.O.#

QUOTE

DATE
ORDERED

10/12/10

DATE
REQUIRED

TERMS

NET 30 DAYS

OK'D
BY

AA

W.O.#

Q33806

SALES
PERSON

KIM GIBBONS

ITEM NO.

ORDERED

DESCRIPTION

UNIT PRICE

UNIT TOTAL

FREIGHT

9105-2	20	2 YD LEACH (L.B.) REAR LOADER W/SPECIAL 6.5" W OUTRIGGERS W/BASE	542.00	10840.00
FRCCIP	1	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

LIDS	19076	- 2 YD R.L. DURAFLEX PLASTIC LIDS L3141DH
CHANNELS	NONE	- NONE
CASTERS	20595-2	- 6" RUBBER ALL SWIVEL CASTERS WITH 2 CASTERPLATES
DRAIN PLUG	BFC	- BOTTOM FRONT CENTER
I.D.		W/A (TRF)
OPTION A	FIW	- FULL INSEAM WELD
OPTION B	COM	- OUTRIGGERS FRONT
OPTION C	248	- 4 EA PIONEER QUICK RELEASE CASTERPLATES (H0808)
OPTION D	18953	- LID ROD ASSEMBLY - REAR LOADER PAL NUT @ BOTH ENDS
OPTION E	COM	- NO HANDLES ON END
OPTION F		
OPTION G		
OPTION H		
SERIAL #'s	396313	- 396332
COMMENTS	DO NOT DOUBLE STACK	

LONGB

UN	
PR IN	XX
PR OUT	

COLOR:
NATIONAL BLUE

SUB TOTAL	10840.00
DISC.	IN PRICE
TAX	1056.90 9.750
TOTAL	11896.90
PAID	0.00
BAL. DUE	11896.90

CONSOLIDATED



FABRICATORS CORP.

TOLL FREE (800) 339-8335

Website: www.con-fab.com • E-mail: sales@con-fab.com

CONTAINER QUOTE

14620 ARMINTA ST. • VAN NUYS, CA 91402

(818) 901-1005 • FAX (818) 787-6312

901 SIMMERHORN RD. • GALT, CA 95632

(209) 745-4604 • FAX (209) 745-4219

SHOP

8
007

CUSTOMER

LONG01

INVOICE
TO:

CITY OF LONG BEACH
CITY HALL - ACCOUNTS PAYABLE
333 W OCEAN BLVD - 6TH FLOOR
LONG BEACH, CA 90802
LAURIE GRUSCHKA
562-570-7900 Fax 562-570-6780

DELIVER
TO:

ENVIRONMENTAL SERVICES-ADMINISTRATI
ON, DEPARTMENT OF PUBLIC WORKS
2929 E. WILLOW ST.
LONG BEACH, CA 90806
BERNARD COVINGTON
562-570-2881 Fax 562-570-2875

P.O.#

QUOTE

DATE
ORDERED

01/03/11

DATE
REQUIRED

TERMS

NET 30 DAYS

OK'D
BY

AA

W.O.#

Q35250

SALES
PERSON

KIM GIBBONS

ITEM NO.	ORDERED	DESCRIPTION	UNIT PRICE	UNIT TOTAL
9005-2	20	3 YD PITCH TOP W/12 GA BOTTOM	490.00	9800.00
FREIGHT	1	DELIVERY TO BE MADE BY COMMON CARRIER - FREIGHT IS IN PRICE	0.00	0.00

LIDS	19065	- 3 YD F.L. DURAFLEX II PLASTIC LIDS SINGLE WALL - #UV3646SR
CHANNELS	19945	- E.L. 24" BOT TO BOT W/EZ ENTRY BUMPERS
CASTERS	20659-4	- 6" X 2" SWIVEL CASTERS (PIONEER) WITHOUT STD. CASTERPLATES
DRAIN PLUG	BFC	- BOTTOM FRONT CENTER
I.D.		W/A (TRF)
OPTION A	16IW	- 16" INSEAM WELD
OPTION B	PACKET	- CFC EZ ENTRY BUMPERS & GUSSETS
OPTION C	21601	- STANDARD TACO GUSSET & STRAP ASSEMBLY
OPTION D	248	- 4 EA PIONEER QUICK RELEASE CASTERPLATES (H0808)
OPTION E		
OPTION F	18891	- STANDARD FRONT LOADER LID ROD ASSY. W/LID PROP HARDWARE/FOR 36" W LIDS
OPTION G	31292	- CHANNELS, EZ ENTRY BUMPERS, TACO GUSSETS & STRAPS ASSEMBLY
OPTION H		
SERIAL #'s	408836	- 408855

COMMENTS FORKLIIFT REQUIRED FOR OFF LOADING DO NOT
DOUBLE STACK. IF LOCK BAR IS REQUIRED ADD
\$15.00 PER CONTAINER.

LONGB

UN	
PR IN	XX
PR OUT	

COLOR:
NATIONAL BLUE

SUB TOTAL	9800.00	
DISC.	IN PRICE	
TAX	955.50	9.750
TOTAL	10755.50	
PAID	0.00	
BAL. DUE	10755.50	

**MASTER AGREEMENT BETWEEN DISTRICT AND SUPPLIER FOR
PURCHASE OF ROLL-OFF AND STORAGE CONTAINERS**

CONTRACT NO.: 40020

PROJECT NO: 30D.5055.05 – District-wide

SUPPLIER: CONSOLIDATED FABRICATORS CORPORATION
14620 Arminta Street
Van Nuys, CA 91402
Contact: Herb Burrows (e-mail address: hburrows@con-fab.com)
Tel: 818-901-1005 Fax: 818-787-6312

BID CATEGORY: Roll-Off and Storage Containers

CSI DIVISION: 415200

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THIS MASTER AGREEMENT BETWEEN DISTRICT AND SUPPLIER FOR THE PURCHASE OF ROLL-OFF AND STORAGE CONTAINERS ("Master Agreement") is entered into on this 26th day of March, 2009 by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district organized under the laws of the State of California ("District") and the undersigned Supplier ("Supplier").

**ARTICLE 1
DEFINITIONS**

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. Capitalized terms not defined in the General Conditions shall have the meanings assigned to them in, or if none is assigned as reasonably understood to apply to them by the context of, the portion of the Contract Documents where such terms are used.

**ARTICLE 2
GOODS**

Supplier agrees to provide, on the terms set forth in the Contract Documents, the Goods described in Exhibit "A" hereto in strict accordance with the requirements of this Master Agreement and the other Contract Documents, including, without limitation, the Technical Specifications attached hereto as Exhibit "B".

**ARTICLE 3
TERM**

The Term of this Master Agreement is three (3) years from the date of approval of this Master Agreement by the Board of Trustees of the Los Angeles Community College District or until the earlier of either of the following occurrences: (1) purchases are made under this Master Agreement equal to the Maximum Purchase Quantity set forth in Section 4.3, below; or (2) termination of this Master Agreement by District in accordance with the provisions of Article 12 of the General Conditions.

ARTICLE 4 COMPENSATION

4.1 PURCHASE PRICE

4.1.1 Purchase Price Amount. Supplier's compensation for performance in accordance with the Contract Documents is the Purchase Price, which is comprised of the unit price for the Goods as set forth in the Supplier's Bid on the Price Schedule (Bid Form) attached hereto as Exhibit "C", plus Applicable Sales Taxes.

4.1.2 All-Inclusive Price. Without limitation to the foregoing, the Purchase Price includes compensation for all sales taxes, costs of shipment, delivery and set-up of the Goods to the Destination at the college specified on the Order, and as such are deemed free of any "destination in" charges to District, and all similar charges (including, without limitation, charges for delivery, shipping, drayage, express, storage, parcel post, packing, cartage, insurance, license fees, permits, and bonds).

4.1.3 Exclusive Compensation. The Purchase Price constitutes the Supplier's sole, exclusive and full compensation for the performance by Supplier of its obligations under the Contract Documents and is deemed to cover all Losses to the Supplier arising out of or related to the performance of such obligations, the acts of the elements or any unforeseen difficulties or obstructions upon the Supplier's performance, all risks (including, without limitation, cost and market price escalation, from any cause whatsoever) connected with the manufacture, shipment, delivery and storage of the Goods and any and all expenses incurred due to Delay.

4.1.4 Applicable Sales Taxes. Applicable Sales Taxes shall be computed on the basis of the sales tax percentage imposed by Applicable Laws on the sale of Goods multiplied times the unit price in Exhibit "C" attached hereto. Unless otherwise required by Applicable Laws, Applicable Sales Taxes as a part of the Purchase Price for Goods covered by an Order shall be computed as of the date of Receipt of Order applicable to such Order.

4.2 GUARANTEED MINIMUM QUANTITY

Save and except as otherwise provided in Article 12 of the General Conditions, District guarantees to Supplier that during the Term of this Master Agreement the District will purchase Goods under this Master Agreement in the Guaranteed Minimum Quantity(ies) listed in Exhibit "D", from each Bid Category of Goods that District has Awarded to Supplier.)

District's guarantee as set forth in this Section 4.2 does not constitute a representation, guarantee or promise that Goods will be purchased under this Master Agreement that exceed the Guaranteed Minimum Quantity. Goods purchased, even if they are later returned or rejected, that constitute Defective Goods shall be included in the calculation of the Purchase Prices of Goods purchased for purposes of determining whether the District's obligation set forth in this Section 4.2 has been met.

4.3 MAXIMUM PURCHASE QUANTITY

District shall not purchase nor be entitled to purchase from Supplier, and Supplier shall not provide or be required to sell, Goods in quantities that exceed the Maximum Purchase Quantity(ies) in Exhibit "E", for each Bid Category of Goods that District has Awarded to Supplier:

Supplier is obligated to furnish for the Purchase Price, if, as and when Order(s) is/are placed by District in accordance with this Master Agreement, Goods from each Bid Category in quantities up to but not exceeding the Maximum Purchase Quantity stated above. Except as otherwise provided in Section 4.2, above, District makes no promise or representation that it will purchase Goods in any particular quantity under this Master Agreement, including, without limitation, quantities approximating or equaling the Maximum Purchase Quantity(ies) set forth above. Goods purchased that are later returned or rejected or that constitute Defective Work shall be included in

the calculation of the dollar value of Goods purchased for purposes of determining whether the Maximum Purchase Amount has been reached.

4.4 ORDERING AND CANCELLATION

4.4.1 Content of Order. Supplier's obligations with respect to Goods covered by an Order shall commence upon Receipt of an Order setting forth the following: (1) a reference to this Master Agreement; (2) a description of the Goods ordered; (3) a statement of the quantity of the Goods ordered; (3) the Delivery Date; (4) the name and address of the District placing the Order; and (5) the Destination.

4.4.1.1 ORDER AUTHORIZATIONS. The District's Purchasing Agent is the sole person or entity authorized on behalf of the District to issue Orders for purchases of Goods under this Master Agreement. The Purchasing Agent's authority is limited to issuing Orders for purchases of Goods, including, without limitation, issuing Supplementary Ordering Instructions and such other authority as is expressly conferred upon the Purchasing Agent under the terms of the Contract Documents. All other rights and obligations of the District relating to purchases of Goods, including, without limitation, payment of compensation to Vendor and ordering of Changes to Work, are rights and obligations that are to be exercised or performed by the District only and not by the Purchasing Agent. Orders for Goods under the Master Agreement shall only be permitted if made, and shall not be honored by Vendor unless requested, pursuant to an Order issued by the Purchasing Agent to the Vendor. Purchases by the District or Designated Districts and Agencies of Goods under this Master Agreement by any other means is prohibited.

4.4.1.2 In consideration of the Purchasing Agent performing its services and other valuable consideration receipt and sufficiency of which is hereby acknowledged by the Vendor, the Vendor shall pay to the Purchasing Agent an amount for Purchasing Fees, which Purchasing Fees shall be calculated as two percent (2%) of the Basic Product Unit Price for the Goods, as adjusted for Volume Discount Price Adjustments. Purchasing Fees shall be payable solely by the Vendor from funds received from the District or Designated District or Agency that has placed the Order for the Goods. Receipt by Vendor of payment from the District for purchases of Goods under this Agreement shall constitute a condition precedent to the Vendor's obligation to make payment of Purchasing Fees to the Purchasing Agent from or on account of such withheld funds shall be deemed to accrue, notwithstanding nonpayment by the District to the Vendor, on the date that such funds would have been first due to the Vendor in absence of the exercise of such right of withholding by the District.

4.4.1.3 The Vendor shall remit the Rebate to the Purchasing Agent in U.S. dollars within 30 calendar days after receipt by Vendor of payment for purchase of Goods under this Master Agreement. The final rebate shall be remitted by Vendor within 30 calendar days after receipt by vendor for purchase of Goods on the last outstanding Contract order.

4.4.1.4 Within 30 days after Contract Award the District will provide the Vendor with specific written procedural instructions on remitting the Rebate. The District reserves the unilateral right to change such instructions from time to time, following proper notification to the Vendor.

4.4.1.5 Purchasing Agent shall have the right, as a designated and express third party beneficiary to this Master Agreement, to recover and collect from the Vendor any amounts due from Vendor for Purchasing Fees payable under the terms of this Master Agreement. This shall constitute a breach of the Contract. The Purchasing Agent may exercise all rights available to it under law and equity, including withholding or setting off payments and interest from future payments due the Vendor, up to recommending that the District terminate the Contract for Default.

4.4.2 Separate Destinations. A separate Order shall be issued for each Lot of Goods ordered by District for delivery to a different Destination.

4.4.3 Supplier Proposals. With respect to any Order placed by District, the District will not be bound by any provisions contained in any of Supplier's proposals, purchase orders, acknowledgements, counter-offers,

invoices, acceptances or other documents prepared by Supplier (whether or not attached, referenced or incorporated in the terms of the Order) that contain terms or conditions that in any way differ from or are an addition to the terms and conditions of the Order and this Master Agreement and District's failure to object to such different or additional provisions will not be deemed an acceptance of such different or additional terms and conditions nor a waiver of the terms and conditions set forth in the Order and this Master Agreement.

4.4.4 Cancellation Without Charge. The District shall have the right to cancel an Order, without incurring any responsibility or liability to Supplier, in the following circumstances: (1) District shall have the right to cancel any Order, or portion of an Order, of Goods, at no cost to the District and without any charge or cancellation fee of any kind, provided that the District gives written notice to the Supplier of such cancellation within one (1) Working Day of Receipt of Order by the Supplier; and (2) District shall have the right, at no cost to the District and without any charge or cancellation fee of any kind, in the event of a termination of an Order due to Supplier default pursuant to Section 12 of the General Conditions, to cancel the Order directly affected by such default as well as any other outstanding Order that involves the purchase of Goods that, because of their relationship to the Goods covered by the terminated Order, are rendered substantially less useful or valuable to the District as a result of the such termination.

4.4.5 Cancellation with Charge. Orders cancelled by District for reasons other than those stated in Paragraph 4.4.4, above, shall be subject to a restocking charge by Supplier in the amount of Not to Exceed, Twenty five percent (25%) of the Purchase Price for such Goods. The foregoing cancellation and restocking charge is the Supplier's sole and exclusive compensation for such cancellation.

ARTICLE 5 TIME

5.1 DELIVERY DATE

5.1.1 Delivery Schedule. Unless otherwise mutually agreed between the District and Supplier, the Delivery Date set forth in an Order shall not be earlier than, but may be any time after, one (1) Day from the date of Receipt of Order.

5.1.2 Delivery Date Changes. A Delivery Date may be changed at any time by Supplementary Ordering Instructions and Supplier shall comply therewith. Provided that a change in Delivery Date is communicated to Supplier no later than seven (7) Days after actual receipt by District of a Notice of Delivery from Supplier, Supplier shall comply with such changes in Delivery Date without additional charge. If Notice of Delivery is not provided by Supplier as required by the Contract Documents, then any additional costs incurred by Supplier in order to comply with any change in Delivery Date shall be at Supplier's Own Expense.

5.1.3 No Early Delivery. No Goods shall be delivered prior to the Delivery Date applicable to such Goods and any Goods delivered early may be rejected by the District or placed in storage, either by District or by Supplier at the District's request, at the Supplier's Own Expense.

5.2 DELAY IN DELIVERY

5.2.1 Time of Essence. Time is of the essence to the Completed Delivery of the Goods. District shall have the right to refuse to accept and pay for a tender of Goods delivered after the Delivery Date.

5.2.2 District Options. The District and the Supplier acknowledge and agree that if the Supplier fails to achieve Completed Delivery of a Lot of Goods on the Delivery Date specified in the Order that the District will suffer substantial Losses which are both extremely difficult and impracticable to ascertain. In recognition thereof, it is agreed that if the Supplier fails to achieve Completed Delivery on the Delivery Date (as adjusted for extensions permitted by the General Conditions) designated in a Order for Completed Delivery of a Lot of Goods, that the District shall have the right, exercised in its sole discretion, to: (1) assess liquidated damages in accordance with Paragraph 5.2.3, below, and (2) accept tender by Supplier in accordance with Paragraph 5.2.4, below, of Leased Goods, in which case Supplier will not be assessed liquidated damages for any period of time that District is in

possession of Leased Goods tendered by Supplier in accordance with the requirements of Paragraph 5.2.4, below. District shall have the right to exercise the foregoing rights with respect to all or any portion of the Goods or with respect to all or any portion of a period of time for which a delivery of Goods is delayed beyond the Delivery Date.

5.2.3 Leased Goods. The District shall have the right, in the exercise of its sole discretion, to accept tender by Supplier of temporary replacement Leased Goods for the whole or any portion of period of time for which the District. Leased Goods are provided, placed and removed at the Supplier's Own Expense. Tender of Leased Goods by the Supplier means delivery, at the Destination designated by the District in its Order, of Leased Goods that are equivalent in all material respects to the Goods identified in the applicable Order and that are wholly suitable for use by the District as a replacement for the Goods. Supplier is solely responsible for the delivery, placement and removal of Leased Goods and for any repairs to Existing Improvements caused by the move in, placement or removal of the Leased Goods. Supplier remains solely responsible for any Loss caused to Leased Goods while they are in use by the District, other than a Loss that Supplier demonstrates was caused by abuse or neglect on the part of the District, District Consultants or Separate Contractors.

5.2.4 Other Remedies. District shall have the right to refuse to accept and pay for a tender of Goods delivered after the Delivery Date and to refuse tender of Leased Goods. The District's exercise of its rights to refuse to accept and pay for any Goods shall not limit any right or remedy of the District in the event of any other default by the Supplier (including, without limitation, failure to provide timely Notice of Shipment or Notice of Delivery) other than a failure to meet a Delivery Date..

5.3 DELAY TO SUPPLIER

Supplier's sole and exclusive right in the event of an Excusable Delay consists of an extension of time to the applicable Delivery Date. The Supplier agrees to accept such extension of time as its sole and exclusive right and remedy for Delay, regardless of cause (including, without limitation, any act or omission by the District constituting negligence or breach of contract) in lieu of any and all other rights to recovery of Losses for Delay.

ARTICLE 6 PAYMENT

6.1 APPLICATIONS FOR PAYMENT

6.1.1 General. Applications for Payment for Goods covered by an Order shall be submitted by Supplier to the College Project Manager, following Completed Delivery and issuance of Notice of Completed Delivery for the Goods described in the Order. Separate Applications for Payment shall be submitted for each Order. Unless otherwise authorized by the District in writing, Applications for Payment shall be permitted only after Completed Delivery of the entire Lot, and not for portions of a Lot, designated in an Order. Based upon Applications for Payment and other supporting documentation submitted by the Supplier in accordance with the Contract Documents, and upon Certificates for Payment issued in accordance with the Contract Documents, the District shall make payments of undisputed sums to the Supplier as provided in Sections 6.2 and 6.3, below, and elsewhere in the Contract Documents.

6.1.2 Content of Application. Each Application for Payment shall specify with respect to the Goods covered by such Application the following:

- .1 A description of the Goods covered by the Order;
- .2 The dates of (1) Completed Delivery, and (2) issuance of the Notice of Completed Delivery;
- .3 The (1) quantity of such Goods included in the current Application for Payment; and (2) the total quantity of Goods ordered under the Master Agreement (calculated by adding the quantity of Goods for which payment is requested in the current Application for Payment to the quantities of all other Goods included in all Orders previously issued to the Supplier);

.4 The Purchase Price for such Goods permitted by this Master Agreement; and,

.5 Applicable Sales Taxes paid or payable by Supplier on account of the transaction covered by the Order.

6.1.3 Submission of Applications. Applications for Payment shall be properly prepared and submitted by Supplier to the College Project Manager, on or before the fifth (5th) Day of the month following the month in which the Notice of Completed Delivery is issued for the Goods covered by the Order.

6.2 PAYMENT AMOUNT

6.2.1 Payment Amount. Subject to the provisions of the Contract Documents, the amount of each payment to Supplier for Goods covered by an Order shall be computed as follows:

.1 Take the sum properly allocable to the Purchase Price for the Goods as determined in accordance with Subparagraph 6.1.2.4, above;

.2 Subtract amounts, if any, previously paid for the Goods covered by the Order; and

.3 Subtract amounts, if any, for which the Certification of Payment has been withheld or nullified a Certification for Payment as provided in Section 8.4 of the General Conditions or other provisions of the Contract Documents.

6.3 TIME FOR PAYMENT

6.3.1 Payment. Payment on behalf of District of sums to the Supplier that are undisputed by the District placing the Order shall be made not later than thirty (30) Days after receipt of a properly prepared and submitted Application for Payment requesting payment and issuance of a Certification for Payment in accordance with the requirements of the Contract Documents.

6.3.2 Not a Condition of Performance. Payment is not a condition precedent to the Supplier's obligation to deliver and otherwise perform its obligations under the Contract Documents.

6.3.3 Not Acceptance. Certification for Payment, payment, or partial or entire use of Goods shall not constitute acceptance of Goods that is not in accordance with the Contract Documents.

6.3.4 No Late Payment Fees. Late payments by District shall not be subject to any late charges, penalties or interest charges.

6.4 REJECTION OF APPLICATION FOR PAYMENT

Any Application for Payment determined to be disputed, improper or unsuitable for payment shall be returned to the Supplier as soon as reasonably practicable, accompanied by a written statement of the reasons why the Application for Payment was rejected. Failure to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by the District. Application for Payments that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by the Supplier of the statement of reasons for the rejection.

6.5 DISCOUNTS

Although discounts offered for prompt payment, if not requested by District as part of the Bidding Documents issued by the District, will not be considered in the Award of the Master Agreement, District shall be entitled to receive all prompt payment discounts from the Purchase Price that are then offered by Supplier to other customers or stated on the Supplier's invoice if the payment is made within the discount period set forth in the offer. In the event that more than one discount is offered, District will be entitled to the most favorable discount offered.

ARTICLE 7 BONDS

Supplier is not required to provide a Performance Bond in connection with its performance of this Master Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 TERMINATION

The Master Agreement may be terminated by District as provided in Article 12 of the General Conditions. In addition, and without terminating the Master Agreement, separate Orders may be terminated by District as provided in Article 12 of the General Conditions.

8.2 SUSPENSION

Supplier's performance under the Master Agreement may be suspended by District as provided in Article 12 of the General Conditions. In addition, and without terminating the Master Agreement, separate Orders may be suspended by District as provided in Article 12 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 List of Contract Documents

The Contract Documents (as that term is defined in the General Conditions), except for Orders, issued after execution of this Master Agreement, include, without limitation, the following:

9.1.1 Master Agreement. The Master Agreement is this executed Master Agreement between District and Supplier for the Purchase of ROLL-OFF AND STORAGE CONTAINERS, including the following Exhibits attached hereto and incorporated herein by this reference:

- .1 Exhibit "A"** Description of Goods
- .2 Exhibit "B"** Technical Specifications
- .3 Exhibit "C"** Price Schedule (Bid Form)
- .4 Exhibit "D"** Guaranteed Minimum Quantity
- .5 Exhibit "E"** Maximum Purchase Quantity

9.1.2 General Conditions. The General Conditions are the General Conditions of the Master Agreement between District and Supplier for the Purchase of ROLL-OFF AND STORAGE CONTAINERS.

9.1.3 Addenda. All Addendum forms a part of the contract documents and modifies the original bidding documents. The Bidder shall signify receipt of all Addenda, if any, in Exhibit C. Failure to do so may subject bidder to disqualification.

WHEREFORE, this Master Agreement is entered into as of the day and year first written above.

LOS ANGELES COMMUNITY COLLEGE
DISTRICT

By: 

Larry Eisenberg
Executive Director
Facilities Planning and Development

Date: 5/1/2009

CONSOLIDATED FABRICATORS
CORPORATION

By: 

Jeff Lombardi

Title: V.P.

Date: 4-27-2009

LOS ANGELES COMMUNITY COLLEGE DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
PROPOSITION A/AA BOND PROGRAM
DISTRICTWIDE PROCUREMENT OF IT EQUIPMENT

ACKNOWLEDGMENT OF ADDENDA

The Bidder shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE
1.		
2.		
3.		

Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Date for Receipt of Bids and during that period of time shall not, without the written consent of the District, be modified, withdrawn or canceled by the Bidder, and Bidder so agrees in submitting this Bid.

Bidder warrants and represents that this Bid is submitted in accordance with, is subject to and complies with the requirements of the Bidding Documents, including, without limitation, the Instructions to Bidders.

The undersigned hereby declares, under penalty of perjury under the laws of the State of California, that all of the statements and representations made, or incorporated by reference, in this Bid and in the attachments submitted with this Bid are true and correct.



LOS ANGELES COMMUNITY COLLEGE DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
Sustainable Building Program
Roll-off and Storage Containers

Exhibit A - Description of Goods

Scope: Provide and Deliver

Item #	Description
1	Storage Containers
2	Front Load Containers
3	Roll-off Containers
4	Recycling Containers
5	Self Dumping Hoppers

EXHIBIT B
TECHNICAL SPECIFICATIONS



LOS ANGELES COMMUNITY COLLEGE DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
Sustainable Building Program
Roll-off and Storage Containers

Category #1. Description:	Roll-off and Storage Containers
Item # 4 Description:	Recycling Containers

Quantity Required 9

Suggested Manufacturer/model:

Scope: Provide and Deliver

Performance Requirements: 14 gauge walls.
12 gauge floors and side posts.
3" 4.1 channel floor crossmembers on 24" centers.
3 compartment roll off with 2 driver operable CFC style easy release dividers,
barn style roof with 6 lockable sliding doors (3 on each side), double doors
on one end.
Cable single end hookup, 4 steel boggie wheels, full inseam weld.
Primed inside and painted outside.
22 foot

Item # 5 Description:	Self Dumping Hoppers
-----------------------	----------------------

Quantity Required 9

Suggested Manufacturer/model:

Scope: Provide and Deliver

Performance Requirements: **Standard Specifications**
12 GA. Heavy duty construction.
Center banding for support.
Dropped front for clean dumping. (1 YD. has no drop front).
Heavy duty base with 7 GA. fork channels and skids.
Pivot axles have grease fittings and pivot plates are
reinforced with 7 GA. support structure.
Full inseam weld.
Bolt holes for casters.
Safety chain and hooks.
Retaining chain.
Available with plastic lids.
Interior and exterior coated with rust inhibitive alkyd primer.
Exterior (including bottom) painted standard color with alkyd enamel paint.
Size 2 yard

EXHIBIT B
TECHNICAL SPECIFICATIONS



LOS ANGELES COMMUNITY COLLEGE DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
Sustainable Building Program
Roll-off and Storage Containers

Category #1. Description:	Roll-off and Storage Containers
Item # 3 Description:	Roll-off Containers

Quantity Required 18

Suggested Manufacturer/model:

Scope: Provide and Deliver

Performance Requirements: **Standard Specifications**
Standard drop body roll-off (14/12 GA.) construction.
Horizontal "V" ribs on 12" centerlines.
3" X 3" (10 GA.) Structural tubing top headers and floor sills (no water traps).
"Dog House" style hook-up with heavy duty snatch hook.
4" X 6" Nose rollers with grease fittings and 1 1/2" axles.
6" Structural channel gusseted main rails.
12 GA. Double doors with 1" lock bars
Safety chain with hooks for holding doors open.
2" X 3" Structural tubing door hinge posts.
3" Structural channel floor members. (STD = 24" centerlines)
Formed side posts. (STD = 24" centerlines)
Tarp hooks between every other post (12" above floor).
Formed ladder with gussets for added strength. (OSHA compliant)
Mitered corners to protect tarps.
Gusseted front corners for strength.
10" X 8" steel wheels with grease fittings. Includes at least one brake.
Roll-off interior and exterior coated with rust inhibitive alkyd primer.
Roll-off exterior painted standard color with alkyd enamel paint.
Bottom coated with automotive underseal.
Size 20 x 8
cubic yds: 43.89

EXHIBIT B
TECHNICAL SPECIFICATIONS



LOS ANGELES COMMUNITY COLLEGE DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
Sustainable Building Program
Roll-off and Storage Containers

Category #1. Description:	Roll-off and Storage Containers
Item # 2 Description:	Front Load Containers

Quantity Required 18

Suggested Manufacturer/model:

Scope: Provide and Deliver

Performance Requirements: **Standard Specifications**
Plastic lids.
14 GA. Construction with flanged corners and horizontal V groove ribs front, back and bottom.
Interlocking banding.
11 GA. 4"x8" Full length gusseted fork channels - on ends reinforced at pick-up points (2" recess or flush front & rear).
Size: 3YD. = 6 gussets per channel
1/2" Lid rods with lock washers at ends.
Lid holders to hold lids open.
Lid ears to accommodate plastic or steel lids.
6" Roller bearing rubber swivel casters with grease fittings (450 lb. capacity ea.).
10 GA. Casterplates with flange for strength.
Interior coated with automotive underseal or rust inhibitive alkyd primer.
Exterior (including bottom) painted standard color with alkyd enamel paint.
Front Height: 41.5"
Back Height: 50.5"
Width: 41.5"
Length: 72"

EXHIBIT B
TECHNICAL SPECIFICATIONS



LOS ANGELES COMMUNITY COLLEGE DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
Sustainable Building Program
Roll-off and Storage Containers

Category #1. Description: Roll-off and Storage Containers

Item # 1 Description: Storage Containers

Quantity Required 6

Suggested Manufacturer/model:

Scope: Provide and Deliver

Performance Requirements: **Standard Specifications**
Brand new! (Not refurbished or used).
Clean and secure.
Heavy duty all steel construction for maximum security, strength and longevity.
14 GA. sides with 12 GA. floor.
20' length x 8' height (8'6" overall) x 8' width.
2" peaked roof promotes water drainage and keeps objects from collecting on top.
Double swing out doors at end with rubber seal to keep moisture and dust out.
Security door lock on inside for added protection.
Forklift access from both sides for ease in moving.
Interior alkyd primer and white alkyd enamel paint.
Exterior alkyd primer and painted standard alkyd enamel paint.
Exterior floor coated with automotive underseal
roll-off style
Will need the option to purchase a shelving system and turbine with the container.
Do not quote this option for bidding purposes

EXHIBIT C
BID FORM (PART B)

Partnership Bidder

Partnership Name: _____
By: (signature): _____
Name: (printed) _____
Title: _____
Date: _____
Business Address: _____

Business Telephone: _____
Business Fax: _____
Business E mail: _____

If the partner or partners signing on behalf of the Partnership. Bidder is/are a corporation, then for each such partner complete the following (attach additional sheets, if necessary):

Corporation Name: CONSOLIDATED FABRICATORS CORP.
(a CA [enter State of Incorporation])
By: (signature): _____
Name: (printed) JOFF LOMBARDI
Title: V.P.
Business Address: 14620 ARMINA ST.
VAN NUYS CA 91402

[Seal and Attest]

Business Telephone: 800 339-8335
Business Fax: 818 787-6312
Business E mail: Kgibbons@con-fab.com

EXHIBIT C
BID FORM (PART B)

Individual Bidder

By: (signature): _____
Name: (printed) _____
Title: _____
Company or Fictitious Name: _____
Date: _____
Business Address: _____
Business Telephone: _____
Business Fax: _____
Business E mail: _____

Corporation Bidder

Corporation Name: CONSOLIDATED FABRICATORS CORP.
(a CA [enter State of Incorporation])
By: (signature): _____
Name: (printed) JEFF LOMBARDI
Title: V.P.
Business Address: 14620 ARMINTA STREET
VAN NUYS CA 91402

[Seal and Attest]

Business Telephone: 800 - 339-8335
Business Fax: 818 - 787-6312
Business E mail: Kgibbons@con-fab.com

**EXHIBIT D
MINIMUM PURCHASE QUANTITY**

**LOS ANGELES COMMUNITY COLLEGE DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
Sustainable Building Program
Roll-off and Storage Containers**



Item Number	Description of Goods	Minimum Purchase Quantity
1	Storage Containers	6
2	Front Load Containers	18
3	Roll-off Containers	18
4	Recycling Containers	9
5	Self Dumping Hoppers	9

EXHIBIT C
BID FORM



LOS ANGELES COMMUNITY COLLEGE DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
SUSTAINABLE BUILDING PROGRAM
DISTRICTWIDE PROCUREMENT OF ROLL-OFF AND STORAGE CONTAINERS

Name of Bidder: CONSOLIDATED FABRICATORS CORP.

Address: 14620 ARMINA ST.

City, State, Zip: VANNUYS, CA. 91402

TO: The Los Angeles Community College District, acting by and through its Board of Trustees, herein called the "District"

Pursuant to the Notice to Bidders, the undersigned Bidder, having carefully examined all of the Bidding Documents, proposes and agrees to furnish, in accordance with the Bidding Documents and modified by all Addenda issued prior to submission of this Bid (including, without limitation, the Technical Specifications, Terms and Conditions) all things necessary for the undersigned to furnish the below-listed Goods to the Los Angeles Community College District for the following prices:

PRICE SCHEDULE

Item Number	Bid Item Description	Number of Units For Bidding (Compute Bid Based on Your Price for One (1) Unit of each Product Type)	Bid Price Stated in Words	Bid Price Stated in Numbers
1	Storage Containers	1 (ONE)	SIX THOUSAND FIVE HUNDRED THIRTY FOUR DOLLARS.	\$ 6534.00
2	Front Load Containers	1 (ONE)	FIVE HUNDRED TWENTY ONE DOLLARS	\$ 521.00
3	Roll-off Containers	1 (ONE)	FOUR THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS	\$ 4594.00
4	Recycling Containers	1 (ONE)	FIVE THOUSAND SIXTY FOUR HUNDRED SIXTY DOLLARS	\$ 5460.00
5	Roll Dumping Hoppers	1 (ONE)	NINE HUNDRED NINETY DOLLARS	\$ 990.00

NOTE: BID PRICE INCLUDES DELIVERY, SET UP (WHERE REQUIRED) AND ANY OTHER FEES EXCEPT SALES TAX

TOTAL IN FIGURES \$18,099.00

TOTAL IN WORDS EIGHTEEN THOUSAND NINETY NINE DOLLARS.

Quoted
Page # 13

23883 # 13

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EXHIBIT E
MAXIMUM PURCHASE QUANTITY

LOS ANGELES COMMUNITY COLLEGE DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
Sustainable Building Program
Roll-off and Storage Containers



Item Number	Description of Goods	Maximum Purchase Quantity
1	Storage Containers	18
2	Front Load Containers	36
3	Roll-off Containers	50
4	Recycling Containers	18
5	Self Dumping Hoppers	18