

BID NUMBER PA-02306

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



INVITATION TO BID

REFLECTIVE TRAFFIC SIGNS

CONTRACT NO.

29873

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: Adelanto CA ON THE 22ND DAY OF August, 20 06

COMPANY NAME: Safeway Sign Company TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 9875 Yucca Rd CITY: Adelanto STATE: CA ZIP: 92301

PHONE: 760 246-7070 FAX: 760 246-5512

S/ [Signature] (SIGNATURE) PRESIDENT (TITLE)

MICHAEL MOORE (PRINT NAME)

mmoore@safeway-sign.com (EMAIL ADDRESS)

S/ [Signature] (SIGNATURE) CORP Sec (TITLE)

A.M. Gutierrez (PRINT NAME)

amg@safeway-sign.com (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

12/19/06
Date

APPROVED AS TO FORM

ROBERT E. SHANNON
CITY ATTORNEY

[Signature]
Deputy

12/11, 2006

BID NUMBER PA-02306

The following information is submitted regarding the bidder:

Legal Form of Bidder:

Corporation

Partnership

General

Joint Venture

Individual

Limited Liability Company

State of

State of

Limited

DBA

State of

California

Composition of Ownership (more than 50% 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

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

Yes

No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

- 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.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- 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.)
- Signature must be notarized if the company is located outside of the state of California.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

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

Personally appeared _____
NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to 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 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.

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.

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. PUBLIC WORK AND PREVAILING WAGES:

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

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

INSTRUCTIONS TO BIDDERS

11. RIGHT TO REJECT:

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

12. SAMPLES:

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

13. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

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

SUBMIT TO:

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

BID DUE DATE: AUGUST 24, 2006

TIME: 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)

<u>LEE E WAYNE</u>	<u>562/570-6039</u>
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>MIKE SICKLES</u>	<u>562/570-3263</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

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

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

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

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

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

17. INTER-AGENCY PARTICIPATION:

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

YES X NO _____

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

18. AMERICANS WITH DISABILITIES ACT:

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

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 the Contractor for such an adjustment must be made within thirty 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 days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney's fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
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 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. Any indebtedness of Contractor to 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 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.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. 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.
23. 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.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this invitation and Contractor's bid shall become the contract between the City and the Contractor.
26. 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.
27. 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.
28. 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 the City Controller, Barbara Hennessy, at (562) 570-6450 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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.

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

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

B. Contractor shall carry on the Work at his 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 Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

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

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

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

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

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

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

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

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

All coverage's 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 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 the Contractor's liability under this contract.

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

SIGNS

All reflective signs shall be fabricated in conformance with current State of California Standard Specifications and the California Department of Transportation Uniform Sign Chart pertaining to Regulatory Signs, Warning Signs, Guide Signs, Special Blanks, and Hardware.

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

<http://mutcd.fhwa.dot.gov/ser-pubs.htm>

When ordering special signs, the City will specify the materials to be used, letter size, color of message, background, reflectorization, and size of blank. The City will provide a sketch if needed.

The year of manufacture and the manufacturer's initials shall be permanently marked on the back of each sign with approximately one inch (1") letters and shall be placed so as not to be concealed by any hardware. Each sign must be permanently marked on the reverse (back) side with approximately one (1") inch letters CLB.

- Alternatively, the above information may be placed in the border of the sign face in letters approximately 1/4" in height in a manner so as not to detract from sign appearance.

Signs shall be free from blemishes that may affect the serviceability or detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 26 feet (8 m). The face of each sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over-spray and aluminum marks.

Signs shall be stored in dry environment at all times. Signs shall not rest directly on the ground or become wet during storage or transport. Regardless of kind, size, type, or whether delivered by the Contractor or by a common carrier, signs shall be protected by thorough wrapping, tarping, or other methods to ensure that signs are not damaged by weather conditions, shifting, or vibration during storage or transit. Signs shall be dry during transit and shipped on pallets, in crates, or tier racks. Padding and protective materials shall be placed between signs as appropriate.

Screen processed signs shall be protected, transported and stored as recommended by the manufacturer of the retroreflective sheeting.

FIBERGLASS REINFORCED PLASTIC PANEL SIGNS WILL ONLY BE ALLOWED BY SPECIAL REQUEST OF THE CITY.

SINGLE SHEET ALUMINUM SIGN

Single sheet aluminum signs shall be fabricated and furnished with or without frame. The Contractor shall furnish the sheet aluminum in accordance with "Sheet Aluminum" of these Specifications. Single sheet aluminum signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H38, .080 minimum thickness unless otherwise requested by the City.

Single Sheet aluminum signs shall not have a vertical splice in the sheet aluminum. For signs with depth greater than 4 feet (1220 mm), one horizontal splice will be allowed in the sheet aluminum.

Framing for single sheet aluminum signs shall consist of aluminum channel or rectangular aluminum tubing. The framing shall have a length tolerance of ± 3 mm. The face sheet shall be affixed to the frame with rivets of 5-mm diameter. Rivets shall be placed within the web of channels and shall not be placed less than 13 mm from edges of the sign panels. Rivets shall be made of aluminum alloy 5052 and shall be anodized or treated with conversion coating to prevent corrosion. The exposed portion of rivets on the face of signs shall be the same color as the background or legend where the rivets are placed.

Finished signs shall be flat within a tolerance of ± 3 mm per meter when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within ± 3 mm of the detailed dimensions.

Aluminum channels or rectangular aluminum tubings shall be welded together with the inert gas shielded-arc welding process using E4043 aluminum electrode filler wires. Width of the filler shall be equal to wall thickness of smallest welded channel or tubing.

SHEET ALUMINUM

Alloy and temper designations for sheet aluminum shall be in accordance with ASTM Designation: B209. Sheet aluminum shall be pretreated in accordance to ASTM Designation: B449. Surface of the sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a mass between 108 mg/m^2 and 377 mg/m^2 , and an average mass of 269 mg/m^2 . Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants. Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

RETROREFLECTIVE SHEETING

Unless otherwise requested, Super Engineering Grade (Type II) sheeting shall be used as the minimum for all signs. Contractor shall furnish retro-reflective sheeting for the signs background and legend in accordance with ASTM Designation: D4956. Retro-reflective sheeting shall be applied to the sign's panels as recommended by the retro-reflective sheeting manufacturer without stretching, tearing, or damage. Class 1, 3, or 4 adhesive backing shall be used for Type II, III, IV, VII, VIII, and IX retro-reflective sheeting. Class 2 adhesive backing may also be used for Type II retro-reflective sheeting. The adhesive backing shall be pressure sensitive and fungus resistant.

For panels that have a minor dimension of 4 feet (1220 mm) or less, no splice in the retro-reflective sheet is acceptable except for the splice produced during the manufacturing of the retro-reflective sheeting. For panels that have a minor dimension greater than 4 feet (1220 mm), only one horizontal splice is acceptable in the retro-reflective sheeting. Unless specified by the manufacturer of the retro-reflective sheeting, splices in retro-reflective sheeting shall overlap by a minimum of 25 mm. Splices shall not be placed within 50 mm from edges of the panels. Except at the horizontal borders, the splices shall overlap in the direction from top to bottom of the sign to prevent moisture penetration. The retro-reflective sheeting at the overlap shall not exhibit a color difference under the incident and reflected light.

PROCESS COLOR AND FILM

The Contractor shall furnish and apply screened process color, non-reflective opaque black film, and protective overlay film of the type, kind, and product that are approved by the manufacturer of the retro-reflective sheeting.

The surface of the screened process color shall be flat and smooth. When the screened process colors in accordance to ASTM Designation: D4956 are in dispute, the City's visual test will govern. The Contractor shall provide patterns, layouts, and set-ups necessary for the screened process.

The Contractor may use green, red, blue, yellow, orange and brown reverse-screened process colors for background and non-reflective opaque black film or black screened process color for legend. The coefficient of retro-reflection for reverse-screened process colors on white retro-reflective sheeting shall not be less than 70 percent of the coefficient of retro-reflection specified in ASTM Designation: D4956.

The screened process colors and non-reflective opaque black film shall have the same outdoor weatherability as that of the retro-reflective sheeting.

After curing, screened process colors shall withstand removal when tested by applying 3M Company Scotch Brand Cellophane Tape No. 600 or approved equal tape over the color and removing with one quick motion at 90° angle.

REGULATORY AND WARNING SIGNS

SUPER ENGINEERING GRADE SIGNS (ASTM D-4956 TYPE II): R-1, R-2, and R-3 with protective overlay film (F-CAL) with Watermark Logo

STREET NAME SIGNS

Prices quoted for street name signs shall include brackets and bolts.

Specifications

ASTM D-4956 TYPE II or better sheeting, Double faced street name signs.
White reflective letters on blue background.

Letter/number size as follows:

Capital letters 4-1/2", lower case 3-1/2", block number and "ST" or "AVE", etc., 2" letters

Galvanized brackets and bolts, Aluminum rectangular box section.

Length of signs shall be 24", 30", 36", 42", or 48", based upon lettering requirements.

Sign Width 1-1/4", Sign Height 9" White border .375"

OVERHEAD STREET NAME SIGNS/PEDESTRIAN SIGNS

PRISMATIC GRADE SIGNS (ASTM D-4956 TYPE VII, TYPE VIII, or TYPE IX)

Prices quoted for overhead street name signs shall include brackets and bolts.

SPECIFICATIONS

Double faced overhead street name signs with internal frame

White reflective letters on blue background/option white letters on green background or black letters on 3983 florescent yellow green background (PED XING).

Gaivanized brackets, bolts, locknuts, and cotter pins are to be included in price quote.

Length: 60", 72", 84" Width: 18"

Letter/number size as follows:

Capital letters 8" and lower case letters 6" Border .75"

SPECIAL TRAFFIC SIGNS

SUPER ENGINEERING GRADE SIGNS (ASTM D-4956 TYPE II)

All special signs must conform to the State of California and Bureau of Public Records two-color design and be processed on 6061-T6 or 5052-H38 aluminum panels.

LAMINATED PANEL SIGNS

Laminated panel signs shall consist of two sheet aluminum laminated to a honeycomb core and extruded aluminum frame to produce flat and rigid panels of 25.4-mm or 63.5-mm nominal thickness. The face of laminated panel signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H32 of 1.6-mm thick. The back of laminated panel signs shall be fabricated from sheet aluminum alloy 3003-H14 of 1.0-mm thick.

The Contractor shall furnish sheet aluminum as provided in "Sheet Aluminum" of these special provisions. The core material shall be phenolic impregnated Kraft paper honeycomb and fungus resistant in accordance to Military Specification MIL-D-5272. The honeycomb cell size shall be 13 mm. Weight of the Kraft paper shall be 300 g/m² and impregnated minimum 18 percent by weight.

A laminating adhesive that can produce a resilient oil and water-resistant bond shall be used to adhere the extruded aluminum frame and the honeycomb core to the sheet aluminum. Edge and interior de-lamination occur when a 0.25-mm thick feeler gauge of 13 mm in length can be inserted into a depth of more than 10 mm between the extruded aluminum frame and the sheet aluminum. Laminated panel sign with de-lamination will be rejected. Laminated panels shall be able to resist a wind load of 161 kg/m² for the following simple span lengths with a bending safety factor of 1.25:

Panel Type	Nominal Panel Thickness	Simple Span Length
A	25.4 mm	2.7 m
B	25.4 mm	2.7 m
	63.5 mm	4.42 m
H	63.5 mm	4.42 m

The tensile strength of laminated panels shall be at least 138 kPa when tested in accordance with the following modification and with ASTM Designations: C297 and C481, Cycle B after aging. Instead of spraying with hot water, the specimen shall be totally immersed in 70°C hot water. When requested by the Engineer or the Traffic Operations Superintendent, at least one test sample of 300 mm x 300 mm in size shall be taken for every 186 m² of the panel production cycle or of the total factory production order, whichever occurs first.

Rivets used to secure the sheet aluminum to the perimeter frame shall be fabricated from aluminum alloy 5052 and anodized or treated with a conversion coating to prevent corrosion. Size of the aluminum rivets shall be 5 mm in diameter and placed at the corners of the laminated panels. Color of the exposed portion of the rivets shall be the same color as the sign background or legend on which the rivets are placed. Rivets or stainless steel screws shall be placed in holes drilled during fabrication in the perimeter frame.

On laminated multiple panel signs, a closure H-Section shall be placed in the top channel of the bottom panel. Perimeter frame of adjoining panel shall accommodate the closure H-Section in the closed position.

For signs with a depth of 1524 mm or less, the laminated panels shall be fabricated with no horizontal joints, splices or seams. For signs with a depth of greater than 1524 mm, the laminated panels may be fabricated in two panels.

The face of laminated panels shall be flat with a tolerance of ± 8 mm per meter when measured across the plane of each panel in all directions. Where laminated panels adjoin, the gap between adjoining edges from one corner to the other corner shall not deviate by more than 1 mm. Non-adjoining edges from one corner to the other corner shall not deviate by more than 3 mm from a straight plane. The front and back sheet aluminum shall be flush with the perimeter frame. The panel edges shall be smooth. Laminated panel signs shall be within +3 mm or -13 mm of the detailed dimensions. The difference in length between adjoining panels of multiple panel signs shall not be greater than 13 mm.

Roadside laminated panel signs shall be Type B or Type H. Type B panels shall have a nominal thickness of 25.4 mm or 63.5 mm. Type H panels shall have a nominal thickness of 63.5 mm.

The perimeter frame of Type B panels shall consist of extruded channel edges. The interior and exterior sides of the channels, except the sides touching the face and back sheet aluminum, shall be welded at the joint. Sealant shall be placed at the corners of the perimeter frame to prevent moisture penetration.

Each side of the vertical tube spacers of Type B panels shall be welded to the perimeter frame, except the sides touching the front and back sheet aluminum. The perimeter frame of Type H panels shall consist of extruded channel edges on the vertical sides and consist of extruded tube channel edges on the horizontal sides. Perimeter frame shall be connected by self-tapping hex head stainless steel screws. Sealant shall be placed at the corners of the perimeter frame to prevent moisture penetration.

For Type H panels with a length of 5182 mm or longer, centerline panel tube shall be placed along the horizontal centerline of the panel. The ends of the centerline panel tube shall be firmly affixed to the perimeter frame. Each side of the vertical tube spacers of Type H panels shall be welded to the perimeter frame and the centerline panel tube, except the sides touching the front and back sheet aluminum.

The Contractor shall furnish mounting hardware for roadside laminated panel signs, such as closure H-sections, lags, bolts, nuts, and washers.

Overhead laminated panel signs shall be Type A and have a nominal thickness of 25.4 mm. For overhead laminated signs with a length of 7315 mm or less, the laminated panels shall be fabricated with no vertical joints, splices or seams. For signs with a length of greater than 7315 mm, the length of each adjoining panel shall be as determined by the Engineer or as shown on the plans.

The perimeter frame of Type A overhead laminated panels shall be connected by self-tapping hex head stainless steel screws. Sealant shall be placed at the corners of the perimeter frame to prevent moisture penetration. The perimeter frame of Type A panels shall consist of extruded channel edges on the vertical sides and consist of modified "H" section extrusion on the horizontal sides. The modified "H" section extrusion acts as an integral retainer track for affixing the bolts to provide blind fastening of panels to the structure support.

The Contractor shall furnish mounting hardware for overhead laminated panel signs, such as closure H-sections, clamps, bolts, nuts, and washers. The clamps shall be cast aluminum alloy with a minimum tensile strength of 170 MPa. Bolt torque used for installing clamps shall not exceed 12 N-m.