

BID NUMBER PA-00408 rev2

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



INVITATION TO BID
UST SECONDARY CONTAINMENT
REPAIR & UPGRADE SITE 59

CONTRACT NO. **30656**

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: BUENA PARK, CA ON THE 7TH DAY OF APRIL, 20 08
CITY STATE MONTH

COMPANY NAME: FLEMING ENVIRONMENTAL INC. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 6130 VALLEY VIEW ST. CITY: BUENA PARK STATE: CA ZIP: 90620

PHONE: (714) 228-0935 FAX: (714) 228-9231

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

TERRY L. FLEMING, JR. tlfleming@flemingenvironmental.com
(PRINT NAME) (EMAIL ADDRESS)

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

TERRY L. FLEMING, JR. tlfleming@flemingenvironmental.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY [Signature] 5-27-08
Director of Financial Management Date

APPROVED AS TO FORM 5-22, 2008

ROBERT E. SHANNON
CITY ATTORNEY

[Signature]
Deputy

Rev 06/26/07

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation ☒ State of CALIFORNIA
Partnership ☐ State of _____
General ☐ Limited ☐
Joint Venture ☐
Individual ☐ DBA _____
Limited Liability Company ☐ State of _____

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

OPTIONAL

Ethnic (Check one):

☐ Black ☐ Asian ☐ Other Non-white
☐ Hispanic ☐ American Indian ☒ Caucasian

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

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

Is the firm certified as a Disadvantaged Business: ☐ Yes

☒ No

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

☐ Yes ☒ No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

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

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

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

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

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

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

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

5. ORAL STATEMENTS:

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

6. BRAND NAMES AND SPECIFICATIONS:

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

7. AWARD:

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

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

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

8. PAYMENT:

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

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

9. SAFETY APPROVAL:

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

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

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

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay no less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

11. RIGHT TO REJECT:

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

12. SAMPLES:

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

13. PRICES:

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

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

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

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

SUBCONTRACTORS

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

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

Company Name: none

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: APRIL 08, 2008

TIME: 11:00 am

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)

<u>LENORE BLUEFORD</u>	<u>(562) 570-5384</u>
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>FRANK NEELY</u>	<u>(562) 570-5457</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 the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

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

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

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

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

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

YES _____ NO _____

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

18. AMERICANS WITH DISABILITIES ACT:

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

CONTRACT – GENERAL CONDITIONS

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

CONTRACT – GENERAL CONDITIONS

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

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

CONTRACT – GENERAL CONDITIONS

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

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

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

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

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

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

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

CONTRACT – GENERAL CONDITIONS

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

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

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

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

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

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

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

BID SECTION

CONTRACT PERIOD

This is a one-time purchase for the repair and upgrade of the underground storage tank (UST) system located at 2249 Argonne Avenue, Long Beach, CA.

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

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

FUTURE AMENDMENTS

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

ADDENDUM

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

BASIS OF AWARD OF CONTRACT

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

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

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

BID SECTION

REFERENCES

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

PERMITS, LICENSES, AND CERTIFICATES

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

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

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

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

QUALIFICATIONS

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

BID SECTION

LICENSE

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

The undersigned hereby declares that he is a Contractor and has been in business for 10 years; has a valid State of California Contractor's License sufficient to qualify as the Contractor in this case and a current City of Long Beach Business License; and will obtain all required permits. The Contractor must submit photocopies of its license and certificates. Failure to provide requested information and/or documents may disqualify the bid.

California Contractors License No. 746017 Expires: 2/28/10
Classification: A HAZ B

Hazardous Material Certification No. A-7485 Expires: 2/28/10

ICC Certification No. 5264333-U1 Expires: 08/2009

City of Long Beach Business License No. BU20016710
(required upon notification of award)

WORK AND WORKMANSHIP

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

DAMAGE CAUSED BY THE CONTRACTOR

If the Contractor, its employees or subcontractors cause damage to any City facility then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

STATE OF CALIFORNIA

STATE AND CONSUMER SERVICES AGENCY CONTRACTORS STATE LICENSE BOARD



Building Quality



HAZARDOUS SUBSTANCES REMOVAL AND REMEDIAL ACTIONS CERTIFICATION

Pursuant to the provisions of Section 7058.7 of the Business and Professions Code, the Registrar of Contractors does hereby certify that the following qualifying person has successfully completed the hazardous substances removal and remedial actions examination.

Qualifier: TERRY LEE FLEMING

License No.: 746017

Business Name: FLEMING ENVIRONMENTAL INCORPORATED

WITNESS my hand and official seal this

18th of

FEBRUARY 1998

Registrar of Contractors

13L-36 (4/96)

This certification is the property of the Registrar of Contractors, is not transferable and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

INTERNATIONAL CODE COUNCIL

MICHAEL W FLEMING

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

UST INSTALLATION/RETROFITTING

given this day of August 22, 2007

Wally Bailey

Wally Bailey

President, ICC Board of Directors

Richard P. Weiland

Richard P. Weiland
ICC Chief Executive Officer

5264333-U1
Certificate Number



This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

BID SECTION

INSURANCE

9.1 AMENDMENT AND SUPPLEMENTS TO INSURANCE

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

9.2 SUPPLEMENTS TO INSURANCE

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

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

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

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

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

SUPPLEMENTAL INFORMATION:

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

BID SECTION

REFERENCES AND QUALIFICATION REQUIREMENTS:

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

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

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

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

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

PRIMARY CONTACT:

NAME: TERRY L. FLEMING, JR.

TITLE: PRESIDENT/SECRETARY

6130 VALLEY VIEW STREET
ADDRESS: BUENA PARK, CA 90620-1030

OFFICE PHONE: (714) 228-0935

FAX: (714) 228-9231

CELL: (714) 448-0590

EMAIL: tfleming@flemingenvironmental.com

BID SECTION

SECONDARY CONTACT:

NAME: RON FERRIS

TITLE: SUPERINTENDENT
6130 VALLEY VIEW STREET

ADDRESS: BUENA PARK, CA 90620-1030

OFFICE PHONE: (714) 228-0935

FAX: (714) 228-9231

CELL: (714) 448-0384

EMAIL: rferris@flemingenvironmental.com

EMERGENCY CONTACT (24/7):

NAME: PATTY FLEMING

TITLE: PROJECT COORDINATOR

CELL: (714) 981-3935

MANDATORY PRE-BID CONFERENCE AND SITE VISITS

A MANDATORY PRE-BID CONFERENCE / JOB WALK SHALL BE HELD AT 09:30 A.M. ON 03-03-08 AND BEGIN IN THE LARGE CONFERENCE ROOM AT THE CITY OF LONG BEACH, FLEET SERVICES BUREAU (2600 TEMPLE AVE. LONG BEACH, CA 90806). AFTER THE CONFERENCE, THE CONSTRUCTION SITE WILL BE VISITED. TRANSPORTATION WILL BE PROVIDED FROM FLEET SERVICES TO THE SITE AND BACK. ATTENDANCE IS MANDATORY AT BOTH THE CONFERENCE AND JOB WALK (A SIGN IN SHEET AND ROLL CALL AT SITE WILL BE TAKEN). BIDDERS SHALL CONFIRM THEIR INTENT TO ATTEND BY CONTACTING THE CITY OF LONG BEACH PURCHASING DEPARTMENT, LENORE BLUEFORD, BUYER, AT (562) 570-5384 NO LATER THAN 3:00 PM . ALL BIDDERS THAT DO NOT ATTEND THE MEETING AND VISIT THE JOB SITE WILL HAVE THEIR BIDS DISQUALIFIED.

SITE INSPECTIONS

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

BID SECTION

PROJECT BRIEF

The City of Long Beach solicits firm, fixed-price bids from qualified bidders to repair and upgrade the UST System located at Fire Training Center/Fire Station 17, at 2249 Argonne Avenue, Long Beach, CA. 90815, in order to make it compliant with the California Water and Air Resources Control Boards regulations regarding the storage, transfer, and dispensing of gasoline and diesel fuel.

This project is detailed in the Statement of Work and summarized below:

Line Item 1: Prepare plans and acquire all permits necessary to undertake the work described in the following line items.

Line Item 2: Remove the dispenser, UDC, existing concrete pad, and all existing underground piping.

Line Item 3: Install a new Gasboy Atlas 9800K dual-product dispenser and associated UDC. Install new Smith Fiberglass Red Thread double-walled piping connecting the two USTs to the dispenser and an emergency generator. Pour a new concrete pad.

Line Item 4: Install an enclosed Franklin Fueling/Healy clean air separator system that is compliant with CARB Executive Order VR201.

Line Item 5: Install an Emergency Shutoff Switch and Audible/Visual Overfill Alarm with acknowledgment switch.

Line Item 6: Upon completion of the above-described installations, certify the monitoring system, conduct secondary containment testing and the annual performance tests as required by the AQMD and CARB.

SITE DESCRIPTION

- One Modern Welding, 5,000 gallon glass-clad, double-walled steel Underground Storage Tank (UST) used for storing gasoline.
- One Modern Welding, 20,000 gallon glass-clad, double-walled steel Underground Storage Tank (UST) used for storing diesel.
- One Bennett dual-product dispenser and UDC
- Buried double-walled fiberglass piping connecting the two USTs to the vent stack; the dispenser; and an emergency generator (diesel).
- One EJ Ward Fuel Control Terminal.
- One Veeder Root TLS300C monitoring panel connected to tri-state liquid sensors located in the UST annular spaces, sumps, and the UDC.
- One Emergency Generator
- See the attached site map for orientation.
- Note that the ground elevation above the USTs is slightly higher than at the base of the dispenser.

BID SECTION

SCOPE OF WORK

Line Item 1- Plans and Permitting

- Prepare all plans and documentation required by the Long Beach Fire Department (Long Beach CUPA), the City of Long Beach Planning Department, and the SCAQMD to obtain the necessary permits for the repairs and upgrade to the UST System located at 2249 Argonne Ave., Long Beach CA 90815. Submit the permit applications, plans and documentation to Pacific Coast Tank (235 E. Broadway, #706, Long Beach CA 90802). Pacific Coast Tank will review the plans and submit them to the Long Beach Planning Department and the SCAQMD. If changes are required, the Contractor shall make the corrections and resubmit the permit applications, plans, and documentation to Pacific Coast Tank. Note that plan-check and permit fees will be paid by the City.
- As a minimum, this job requires a building permit, a UST permit, an Electrical Permit, and a SCAQMD Permit.

Line Item 2- Dispenser and Piping Removal

- After all permits are acquired, prepare a detailed construction schedule and present it for approval at a pre-construction meeting hosted by City of Long Beach, Fleet Services.
- Mark the excavation area and notify Dig-Alert at least two business days prior beginning excavation.
- Check the excavation area for any buried electrical wiring and/or piping.
- Flush all piping prior to excavation.
- Excavate and remove the entire concrete pad located above the USTs.
- Excavate piping runs in preparation for removing all product, return, and vent piping associated with the USTs, the emergency generator, and the dispenser. Remove the dispenser and UDC.
- While the underground piping is still in place, a California-certified geologist or a California registered geologist shall take soil samples as required by the City of Long Beach inspector. The soil samples shall be tested as required by the local CUPA. Testing shall be expedited in order to avoid delaying installation of the equipment indicated in Line Items 3 and 4.
- Remove the piping. Dispose of it as hazardous material/waste. A HazMat manifest is required.

Line Item 3- New Dispenser with UDC, Sumps, Manways, and Piping

- Install one new Gasboy Atlas 9800K dual-product (gasoline/diesel) dispenser with hoses and nozzles; and associated large/deep fiberglass Under Dispenser Containment (UDC) system.
- Raise the dispenser island if necessary to achieve proper piping slope.
- Reconnect the two existing fuel filter units to the dispenser.
- Install new 2-inch (primary ID), Smith Fiberglass-brand, Red Thread IIA-type double-walled piping between the two USTs, the dispenser, the emergency generator day tank, and the clean air separator/vent stack. Install the appropriate through-fittings for the piping at the UST sumps and the UDC.

BID SECTION

- Install new 3-inch, Smith Fiberglass-brand, Red Thread IIA-type double-walled product return piping between the generator day tank and the diesel UST. Install the proper sump penetration fitting and tank-entry plumbing, using the exiting tank bungs.
- Install new aboveground product and return piping or hoses between the generator day tank and the buried double-walled piping. Piping or hoses shall be UL listed for aboveground transfer of diesel fuel.
- Note that piping will be buried partially under concrete and partly under unpaved areas. Piping shall be buried at least as deep as the pipe manufacturer's recommended minimal burial depths.
- Maintain proper piping slope as required by Long Beach Building Code, State code, and CARB/SCAQMD.
- It may be necessary to raise the dispenser island and UDC by several inches in order to maintain the proper piping slope.
- Install aboveground transition boxes (2) to provide UV protection for the secondary containment piping and transition fittings at the vents and the generator.
- Install vent stack bracing as necessary to support the vent piping and clean air separator plumbing.
- Install new fill and turbine sumps (4 total) for both USTs.
- Reinforce the existing annular riser-to-tank joints on both USTs and vacuum test prior to backfilling.
- Install new 12-inch OPW manholes for the annular risers.
- Install new Fibrelite brand, raised, FL42 covers and frames for the turbine sumps.
- Install new fiberglass top hats for the turbine sumps.
- Install new OPW brand, multi-port (spill bucket and monitoring ports) manhole covers for the fill sumps.
- Install an OPW brand, EVR Phase I compliant, fill/vapor system (drop tubes, risers, swivel adapters, etc.) with sealable-cover spill containers for the gasoline UST.
- Install an OPW brand, fill system (drop tube, riser, swivel adapter, etc.) with a sealable-cover spill container for the diesel UST.
- Replace the existing concrete slab with a new sealed slab as detailed below:
 - Tank pad-
 - 120 inches wide by approximately 774 inches long
 - 6 inches thick
 - #4 rebar reinforcement, 12 inch by 12 inch mesh
 - Minimum compressive strength = 2,500 psi
 - The pad shall be sufficiently crowned at the manways as to shed water
 - CAS pad- contiguous with the tank pad
 - 84 inches by 84 inches (or as required for the clean air separator, vent stack, and CAS enclosure)
 - 8 inches thick
 - #4 rebar reinforcement, 12 inch by 12 inch mesh
 - Minimum compressive strength = 2,500 psi

BID SECTION

- Note that the placement of the CAS pad requires the removal of undergrowth and at least one stump. Placement will also necessitate the leveling of, and possible build-up of the soil surface.
- Both pads should be constructed in accordance with best management practice, and in accordance with City of Long Beach Building Code.
- The dispenser, UDC, sumps, and piping, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations, Chapter 16, and Chapter 6.7 of the California Health and Safety Code.
- Reconnect, startup, and test the E.J. Ward Fuel Control System.

Line Item 4- EVR Phase II, Healy system

- Install a Franklin Fueling/Healy Clean Air Separator system that is compliant with CARB Executive Order VR201. System shall include a slab-mounted vertical clean air separator, an in-dispenser vacuum pump, EVR Phase II hose and nozzle, and all associated plumbing and wiring. The concrete slab shall be appropriate for supporting the clean air separator and be compliant with applicable City of Long Beach building code. Signage shall be as required by the Long Beach Fire Department inspector.
- Install a protective enclosure for the clean air separator that fulfills the offset exception requirements of statute 2206.7.9.2.2, California Fire Code (2007). The enclosure shall carry a third-party, one-hour fire resistant rating and include all signage required by Federal, State, and Local code.
- Install eight Bollards around the clean air separator pad. The bollards shall extend 4 feet above grade and be constructed of concrete-filled, 6 inch ID steel pipe with ¼ inch walls. Bollards shall be placed and constructed in accordance with fire and building code.
- Trim the trees above the vent stack as required to meet clearance requirements of the California Fire Code.

Line Item 5- Emergency Shutoff Switch and Overfill Alarm

- At the location indicated on the attached site plan, install an Emergency Shutoff Switch that cuts power to the dispenser and the submersible pumps. Post signage indicating the location of the Emergency Shutoff Switch as required.
- At the location indicated on the attached site plan, install a Veeder-Root overfill alarm (P/N #790091-001) and acknowledgment Device (P/N #790095-001).
- Install all underground and aboveground wiring and conduit necessary to connect the emergency shutoff switch and alarm to the monitoring panel and high voltage power source.
- Include with the bid package, a sketch indicating the location of above and belowground conduit.

Line Item 6- Monitoring System Certification, Secondary Containment and CARB/AQMD Testing

BID SECTION

- Prior to final inspection, certify the leak monitoring system. Make any repairs necessary for certification. Note that monitoring system certification is not done during final inspection and requires separate CUPA notification.
- Prior to final inspection, conduct secondary containment testing in accordance with statute §2637, Chapter 16, Title 23, California Code of Regulations. Repair the UST system if necessary to comply with the requirements of Title 23 of the California Code of Regulations. Repairs to the two underground tanks' interstitial space, are outside of the scope of this contract.
- Six months after completion of final inspection, conduct secondary containment testing again and repair the system if necessary to comply with the requirements of Title 23 of the California Code of Regulations.
- Prior to final inspection, conduct the initial and annual performance tests as required by the AQMD and the California Air Resources Board for an EVR Phase II fuel dispensing site operating under CARB Executive Order VR 201. Repair the system if necessary to comply with the CARB and AQMD requirements.

NOTE

The dispenser, UDC, piping, overfill alarm, emergency shutoff switch, and Healy System, when installed, shall be fully compliant with the requirements of Title 23, California Code of Regulations; Chapter 6.7 of the California Health and Safety Code; California Fire Code; City of Long Beach Building Code; and all applicable California Air Resources Board and South Coast Air Quality Management District regulations.

SPECIAL BIDDING INSTRUCTIONS

Include with the bid package, a list (brand and model) of all equipment to be installed.

BID SECTION

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

UNIT EXTENSION PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

SUMMARY OF BID ITEMS

The contractor shall accomplish the work and provide the equipment to repair and upgrade the UST system located at 2249 Argonne Ave., Long Beach CA as described above for the firm fixed price of \$ 129,950.

The following line item pricing is for administrative purposes only. Only the total firm fixed price above is binding.

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	Prepare plans and acquire all required permits	\$ <u>4,000.00</u>
2	Remove and dispose of the dispenser, UDC, and all existing piping	\$ <u>6,500.00</u>
3	Install a new Gasboy Atlas 9800 Dispenser and UDC; install new sumps, manways and fill systems; and re-plumb the UST site using new sumps and Smith Fiberglass brand, double-walled piping	\$ <u>94,700.00</u>
4	Install a Franklin Fueling/Healy, EVR Phase II compliant, clean air separator system	\$ <u>18,500.00</u>
5	Install a Veeder-Root Emergency Shutoff Switch and A/V Overfill Alarm with Acknowledgment switch	\$ <u>2,500.00</u>
6	Certify the Monitoring System; Conduct Secondary Testing (twice) and CARB/AQMD Testing	\$ <u>3,750.00</u>
GRAND TOTAL:		\$ <u>129,950.00</u>

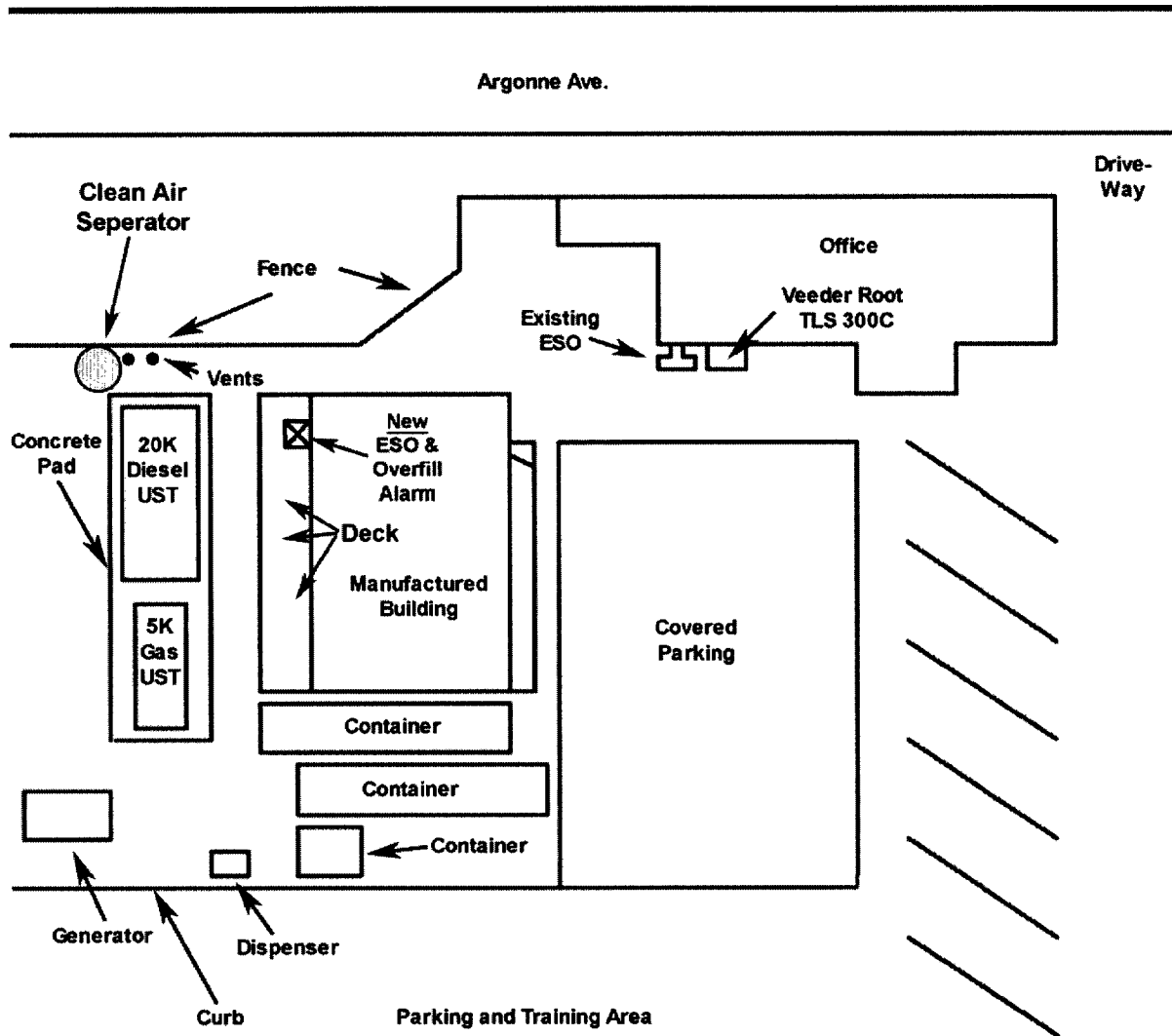
Job to be completed within 25 days after the start of on-site work.

Terms: _____

BID SECTION

City of Long Beach
Fire Training Center/FS 17
UST Site 59
2249 Argonne Ave.
Long Beach CA 90815

Site Map



Fleming Environmental Incorporated

6130 Valley View Street * Buena Park, CA 90620

(714) 228-0935 * Fax (714) 228-9231

License #746017

REFERENCES

Port of Los Angeles

425 South Palos Verdes Street
San Pedro, CA 90733

Removal & Installation of Underground Storage Tanks

Original Contract Amount: \$1,270,460.00

Piping was 2"-4"

Total amount to Subcontractors \$317,615.00

December 2006 – June 2007

Genevieve Fernandez (310) 732-7690

(310) 831-5389 FAX

Final Contract Amount \$ 1,421,770.55 – Change Orders

City of Santa Monica

200 Santa Monica Pier, Suite C
Santa Monica, CA 90401-3126

Underground Storage Tank Modification

Original Contract Amount: \$371,725.00

Piping was 2"-4"

Total amount to Subcontractors \$64,345.00

September 2006 – May 2007

Monica Hanley (310) 458-8227

(310) 393-1279 FAX

Final Contract Amount \$ 415,785.96 – Change Orders

UCLA

731 Charles E. Young Drive South
Los Angeles, CA 90095

Fleet Services Fuel Station, UCLA

\$238,235.00

Piping was 2"-4"

Total amount to Subcontractors \$47,647.00

July 2006 – December 2006

Jeremy Hulsey (310) 863-8945

(310) 206-9522 FAX

City of Glendale

633 East Broadway, Room 209
Glendale, CA 91206-4385

Underground Storage Tanks Environmental Upgrades and Fuel Site Automation

\$2,456,329.00

2005 Camino San Rafael Emergency Slope Repair Project

\$2,000,000.00

Piping was 2"-4"

Total amount to Subcontractors \$312,000.00

October 2005 - Ongoing

Eric Mirzaian (818) 548-3900 X 8321

January 2006 – June 2006

Kevin Runzer (818) 548-3945

(818) 242-7087

Los Angeles County ISD

1100 North Eastern Avenue
Los Angeles, CA 90063

Removal of UST and Installation of AST

\$36,850.00

June 2005 – October 2005

Brian Pettit (323) 226-3034

City of Anaheim

200 South Anaheim Blvd.
Anaheim, CA 92805

Removal & Replacement of Fuel Storage Tanks at Fire Station No. 1

\$154,710.00

Underground Fuel Storage Tank Removal, \$74,947.00

UST Removal at Police Heliport, \$32,000.00

April 2005 – May 2005

Chuck Smith (714) 765-5176 X5709

City of Southgate

8650 California Avenue
South Gate, CA 90280-3075

City Yard Fuel Tank Replacement Project, Project No. 326-GEN

\$233,280.00

January 2005 – May 2005

Robert Dickey (323) 357-9657

(323) 563-9572 FAX

City of Monterey Park

320 West Newmark Avenue
Monterey Park, CA 91754-2896

Upgrading Existing Fueling System

\$64,510.00

09/04 – 10/04

Elias Saykali (626) 307-1320

(626) 307-2500 FAX

Orange County Fire Authority

1 Fire Authority Road
Irvine, CA 92623

Purchase and Installation of One Above Ground Storage Tank

\$99,990.00

8/04 – 01/05

Karen Peters (714) 573-6260

(714) 633-4354 FAX

City of San Juan Capistrano 32400 Paseo Adelanto San Juan Capistrano, CA 92675 Underground Storage Tank Removal \$38,746.00	08/04 – 08/04 Peter Salgado (949) 443-6366 (949) 493-3955 FAX
California Highway Patrol – Rancho Cucamonga Facilities Section P.O. Box 942898 Sacramento, CA 94298-0001 UST Upgrades \$71,685.00	06/04 – 07/04 L. Reyes-Ibanez (916) 375-2940 (916) 376-1778 FAX
City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622-5009 Fueling System Modifications at the City Yard – Project No. 407 \$126,715.93	06/04 – 07/04 Sam Makar (714) 562-3687 (714) 562-3677 FAX
City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063 Repairs to the Fuel Dispensing Station at the Public Services Center \$69,387.88	05/04 – 07/04 Dennis LaChaine (805) 583-6414 (805) 583-6402 FAX
County of Kern – Construction Services 1115 Truxton Avenue Bakersfield, CA 93301 Justice Building Install Above Ground Fuel Tank – Project No. 165.7117 \$50,179.20 Buttonwillow & Hart Parks Tot Lot Improvements – Project No. 1960-8122B \$79,850.00	05/04 – 07/04 Nanette True (661) 868-3044 (661) 868-3100 FAX
City of Bellflower 16600 Civic Center Drive Bellflower, CA 90706-5494 Closure and Removal of Underground Storage Tanks \$42,450.00	03/04 – 06/04 Paul Zwiep (562) 804-1424 (562) 925-8660 FAX
Orange County Fire Authority 145 South Water Street Orange, CA 92866 Purchase and Installation of Three Above Ground Diesel Fuel Storage Tanks \$259,605.00 Installation of Crash Poles and Concrete Pad \$16,100.00	11/03 – 08/04 Karen Peters (714) 744-0466 (714) 744-0531 FAX
City of Glendale 613 East Broadway, Room 110 Glendale, CA 91206 Upgrade Existing Fuel Storage System, Tank Retrofit \$371,909.59	03/03 – 06/03 Robert Laroche (818) 548-2095
California Highway Patrol - Altadena Facilities Section P.O. Box 942898 Sacramento, CA 94298-0001 UST Upgrades \$86,693.08	06/03 – 08/03 L. Reyes-Ibanez (916) 375-2940
Metropolitan Water District 700 North Alameda Street, Third Floor Los Angeles, CA 90012 (P.O. Box 54153, Los Angeles, CA 90054) Los Angeles Region UST Upgrades and Dispenser Spill Containment \$1,254,455.00 (11 SITES)	07/03 – 07/04 Art Ogden (714) 240-2069 (213) 576-5308 FAX
Los Angeles County Department of Public Works 900 South Fremont Avenue Alhambra, CA 91803 Retrofit/Replacement of UST's and Fuel Facilities Group 2 \$1,401,950.00 (6 SITES) Retrofit/Replacement of UST's and Fuel Facilities Group 4 \$888,575.00 (13 SITES) Installation of Fuel Facility at Lancaster Waterworks Yard, Group 6 \$224,784.60	08/03 – 12/04 Eddie Lyons (626) 458-4966 (626) 458-2197 FAX 06/04 – 07/04

City of Huntington Beach
P.O. Box 190
Huntington Beach, CA 92648
Fuel Canopy Project At Fire Training Facility
\$73,750.00

7/02 – 9/02
Robert Martinez (714) 536-5423

Riverside County Waste Management Department
14310 Frederick
Moreno Valley, CA 92553
Construction of the Agua Mansa Clean Fuel Station
\$746,917.00

1/02 – 6/02
Joel Jimenez (909) 486-3257
(909) 486-3205 FAX

Ralph's Grocery Company
1100 W. Artesia Blvd.
Compton, CA 90220
Modifications to UST System – Compton \$75,998.00
Fuel Island Upgrade – Glendale \$39,880.00
Fuel Island Upgrade – Riverside \$82,500.00
Sump Replacement – Compton \$79,825.00
Fuel Island Repairs - LA \$71,675.00

10/01 – 12/04
Russ Lewis (310) 884-4180

10/01 – 12/01
06/02 – 06/02
07/02 – 08/02
08/03 – 09/03
09/04 – 10/04

City of San Bernardino
300 N. "D" Street
San Bernardino, CA 92418
Turnkey Installation of Above Ground Fuel Tank
\$24,900.00

07/01 – 08/01
Jim Sharer (909) 384-5244

County of San Diego
5555 Overland Avenue, Bldg. 11
San Diego, CA 92123-1290
Contract #43769, Construction of Fuel Facilities
\$370,709.00

06/98 - 11/98
Eric Nelson (858) 495-5288

City of Los Angeles
650 S. Spring Street, Suite 600
Los Angeles, CA. 90014
Contract #C-97393, Fuel Storage Tanks & Dispensing System
\$319,507.00

02/99 - 07/99
Dennis Wong (213) 847-4032

City of Banning
99 E. Ramsey St.
Banning, CA. 92220
Project #1997-07, Joint Use Fueling Station
\$334,431.00

07/98 - 11/98
John Middleton (909) 922-3130

County of Los Angeles
Department of Public Works
900 S. Fremont Avenue
Alhambra, CA. 91803-1331
Underground Storage Tank Compliance Program – Group 3 Work
\$886,765.51

07/98 - 06/99
Jolene Guerrero (626) 458-3137

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA. 90266
Fuel Tank Removals and Replacements
\$295,079.00

12/98 - 03/99
Ed Kao (310) 545-5621 X 375

North County Transit District
810 Mission Avenue
Oceanside, CA 92054
IFB #9825 Replacement of Underground Storage Tanks, Phase I
\$104,893.00

08/98 - 10/98
Tom Traver (760) 967-2841

City of San Diego
1010 Second Avenue, Suite 500
Mail Station #1103 A
San Diego, CA. 92101
Vehicle Fuel Storage & Dispensing Facility
\$539,441.00

11/98 - 03/99
Ted Olson (619) 573-1266

City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA. 92708
Removal of Underground Fuel Storage Tanks
\$109,800.00

12/98 - 02/99
Bob Callison (714) 593-4433

City of Monrovia
415 S. Ivy Avenue
Monrovia, CA. 91016-2888
Centralized Fueling Site
\$184,789.00

05/98 - 08/98
Dennis Shiflet (626) 932-5541

Rialto Unified School District
260 S. Willow Avenue
Rialto, CA 92376-6304
Underground Tank Replacement – EJ Ward Automation Install
\$336,017.77

06/99 – 02/00
Alex Irshaid (909) 734-3400

City of Rialto
249 S. Willow
Rialto, CA 92376-6304
Underground Tank Replacement – EJ Ward Automation Install
\$222,252.86

07/99 – 02/00
Alex Irshaid (909) 734-3400

Los Angeles County Sanitation Districts
P.O. Box 4998
Whittier, CA. 90607-4998

Fueling Facility Upgrades
San Jose Water Reclamation
Contract #3609 \$145,267.00

02/99 - 07/99
Abdul Edouni (626) 962-8605

Los Coyotes Water Reclamation
Contract #3608 \$182,758.00
Joint Water Pollution Control Plant
Contract #3622 \$198,075.00
South Gate Transfer Station
Contract #3619 \$241,914.00

02/99 - 08/99
Philip Kang (310) 638-1161

Carson Upgrade
\$49,912.00

12/99 – 01/00
Frances Garrett (562) 699-7411